

# General Conditions for the Universal Postal Service

Valid from 1 January 2024



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# Introduction

1. Within the Netherlands and in the transport of mail with foreign countries, Koninklijke PostNL provides the universal postal service as stipulated in the Dutch Postal Act 2009 [Postwet 2009] and the regulations related thereto. In this Act and regulations, it is among other things laid down which mail items Koninklijke PostNL must transport, and which mail transport services must be offered and provided in addition to this. It also regulates the possible (limitations of the) liability of Koninklijke PostNL in the event of attributable failure to fulfil their obligations. These General Conditions describe, among other things, the requirements set for mail items and the conditions under which mail transport takes place.
2. A copy can be downloaded from the PostNL website (<https://www.postnl.nl/algemene-voorwaarden>) and are available for inspection at the Postal Outlets.

## Article 1

# Definitions and Scope

### 1.1 Definitions

In these General Conditions, the following definitions apply:

#### **Address**

An address in the Netherlands as issued by the municipality (in accordance with the Key Register of Addresses and Buildings [BAG]), consisting of a street name and house number (including a house number extension, if any) or PO Box or business reply service. In all cases, the postal code and city/town must be stated;

#### **Addressee**

The party or parties to whom Koninklijke PostNL is required to deliver the Mail Item according to the Agreement. The Addressee may be a legal entity or another body, or individual or several natural persons, or the party/parties for whom the Mail Item is intended according to the particulars on the Mail Item (including, for example, the residents, owners or heirs).

#### **Agreement**

The agreement between Koninklijke PostNL and the Sender of the Mail Item regarding the performance of Mail Transport under the Universal Postal Service;

#### **Delivery**

Delivery of Mail Items to the Address stated on them;

#### **General Conditions**

The General Conditions for the Universal Postal Service;

#### **Hazardous Substances**

The hazardous substances as specified in the latest versions of the International Civil Aviation Organisation (ICAO) Technical Instructions, the International Air Transport Association (IATA) Dangerous Goods Regulations, the International Maritime Dangerous Goods Code, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) or any other national laws or regulations applicable to the transport of and/or provision of services concerning hazardous substances;

#### **Insurance Amounts**

The additional surcharge for sending a Mail Item using the Registered or Insured Mail Service;

#### **Koninklijke PostNL**

Koninklijke PostNL B.V.; the mail transport company responsible for providing the Universal Postal Service as referred to in Articles 16 and 17 of the Dutch Postal Act 2009. References in these General Conditions to employees of Koninklijke PostNL will be understood to include the employees of third parties to whom Koninklijke PostNL subcontracts work in the context of these General Conditions;

#### **Letterbox**

A letterbox intended for the Delivery of Mail Items;

#### **Letterbox Mail**

Mail Items no larger than 38 x 26.5 x 3.2 cm and no heavier than 2 kg, which can be deposited in a Public Postbox;

#### **Mail Item**

Addressed Letterbox Mail or Non-Letterbox Mail;

#### **Mail Transport**

The set of actions performed by Koninklijke PostNL to deliver Mail Items;

#### **Non-Letterbox Mail**

Mail Items no larger than 100 x 50 x 50 cm and no heavier than 10 kg (and no heavier than 20 kg for international Mail Items), which do not meet the requirements set for Letterbox Mail. Mail Items larger or heavier than the maximum size or weight stated in this provision are not covered by these General Conditions. For all Non-Letterbox Mail sent within the Netherlands, the track & trace service is standardly included; track & trace is optional for international Non-Letterbox Mail without Service;

**PostNL Mailbox and Delivery Locker**

A mailbox and delivery locker, consisting of several lockers, in which Shipments are kept available for delivery to the Addressee, and in which a Sender may present Mail Items to Koninklijke PostNL for transport;

**Postal Outlet**

A service outlet where Mail Items can be presented for dispatch. Under these General Conditions such outlets are also understood to include PostNL business counters;

**Prohibited Goods**

Goods (i) which pursuant to international or national laws and/or regulations (including the rules of international organisations, e.g. the Universal Postal Convention) are prohibited from being transported, (ii) goods for which PostNL has not obtained the required licence or authorisation and/or (iii) goods that are generally known to be considered dangerous or illegal in the country of origin, country of destination and/or any third country through which the goods are transported;

**Public Postbox**

A postbox intended for the public and installed by Koninklijke PostNL into which Senders can deposit their Letterbox Mail;

**Scan & Go**

A self-scan outlet where Mail Items can be presented for dispatch;

**Sender**

The natural person or legal entity entering into an Agreement with Koninklijke PostNL;

**Service**

The Service offered by Koninklijke PostNL within the Universal Postal Service: Registered and the Insured Mail Service;

**Shipment**

One or more Mail Item(s) presented to Koninklijke PostNL for Mail Transport;

**Stamp**

A stamp made available by Koninklijke PostNL that is still valid, a stamp impression on cards and other forms made available by Koninklijke PostNL, including a printed stamp, a franking mark printed using a franking machine or a computer-generated printout or Stamp Code authorised by Koninklijke PostNL, by means of which the rates due for the performance of the Universal Postal Service can be paid;

**Stamp Code**

A code consisting of numbers and letters, generated by Koninklijke PostNL by order of and paid for by the Sender, which code can be used as franking for the Mail Transport of certain Mail Items that are part of the Universal Postal Service;

**Supplementary Provisions**

The Supplementary Provisions concerning International Bulk Mail Consignments as included in these General Conditions;

**Universal Postal Service**

The universal postal service as referred to in Article 16 of the Dutch Postal Act 2009 and regulations based thereon;

**Undeliverable Mail Item**

A Mail Item that cannot be delivered to the Address stated on the Mail Item, or that is (immediately) refused at the Address stated on the Mail Item, or that is not collected (in time) from a Postal Outlet by the Addressee, or that is returned to Sender without the closure or seal having been broken or the contents having been read;

## 1.2 Scope

These General Conditions apply to all Agreements for the performance of the universal postal service for Mail Transport.

## Article 2

# Conclusion of the Agreement

### 2.1

The Agreement is concluded by depositing sufficiently franked Letterbox Mail in a Public Postbox or by presenting Mail Items at the set rate at a Postal Outlet, a Scan & Go or a PostNL Mailbox and Delivery Locker. The opening hours of the Postal Outlets and the collection times for the Public Postboxes will be stated at the Postal Outlet or on the Public Postbox, respectively.

### 2.2

In the event that the legal form of Koninklijke PostNL is changed, the Agreements to which these General Conditions apply, will remain in force.

## Article 3

# Refusal and suspension of the Agreement

### 3.1

Stating their reasons for doing so if possible, Koninklijke PostNL may refuse to conclude an Agreement or suspend the performance of an Agreement already concluded if:

1. the Mail Item does not meet the requirements for franking, weight, size, contents, address, shape and/or packaging set by Koninklijke PostNL;
2. any statutory provision and/or provision in an international (postal) treaty is incompatible with it;
3. transporting a Mail Item causes danger to persons and/or property;
4. the details to be provided by the Sender are incorrect or incomplete;
5. the address side of the Mail Item bears stamps or printed stickers other than those issued or provided by Koninklijke PostNL;
6. the address side of the Mail Item bears Stamps issued by Koninklijke PostNL that have been processed in such a way that they cannot be invalidated in the usual way;
7. the Mail Item bears stamps, stamp prints or postmarks, computer prints, or imitations of prints, which may cause confusion due to their similarity to stamps or prints issued or used by Koninklijke PostNL;

## 3.2

In the event of suspension, the Mail Item, to the extent possible, optionally subject to payment, will be returned to the Sender, stating the reason for the suspension. This will terminate the Agreement. If the Sender is (and remains) unknown, the Mail Items will be dealt with in accordance with Article 4.5 of these General Conditions.

## Article 4

# Performance of the Agreement

### 4.1

The Agreement has been performed by Koninklijke PostNL if the Mail Item sent by the Sender has been delivered in accordance with these General Conditions. (See, among other things, Article 20 of these General Conditions).

### 4.2

The Agreement does not entitle the Addressee to Delivery. The Addressee cannot invoke these General Conditions.

### 4.3

Koninklijke PostNL aims to deliver Mail Items intact to the Address stated on the Mail Item within a reasonable period of time. Koninklijke PostNL does not provide any guarantee in this respect. In the month of December, Koninklijke PostNL can invoke Article 3(2) Postal Regulation for a continuous period not exceeding 21 days.

### 4.4

An Undeliverable Mail Item will be returned to the Sender free of charge if:

1. it cannot be delivered to the Address stated thereon;
2. it is not collected (in time) by the Addressee from a Postal Outlet;
3. the Addressee refuses to accept the Mail Item. The refusal must be immediately upon, or immediately after Delivery and without the closure or seal having been broken or the contents having been examined.

### 4.5

An Undeliverable Mail Item that cannot be returned to the Sender will be destroyed (also in case of refusal by the Sender), unless the Mail Item is deemed to be of value to the Sender.

Koninklijke PostNL does not hold any Mail Items the contents of which are objectionable to Koninklijke PostNL (such as food and other perishable goods) or if the Mail Item (presumably) contains Hazardous Substances or Prohibited Goods<sup>1</sup>.

## Article 5

# Rates

### 5.1

The rates due for the performance of the Universal Postal Service, will be published by Koninklijke PostNL. The latest version of the rates leaflet is available for inspection at Postal Outlets and can be downloaded online from the PostNL website<sup>2</sup>. The rates are also listed at [www.postnl.nl](http://www.postnl.nl). The rates depend on the type of Mail Item, its weight, the method of franking and the Services, if any. The rate for an international Mail Item also depends on the destination country.

<sup>1</sup> <https://www.postnl.nl/versturen/brief-of-kaart-versturen/hoe-verstuur-ik-een-brief-of-kaart/verboden-goederen-en-stoffen-binnenland/>

<sup>2</sup> <https://www.postnl.nl/tarieven>

## 5.2

The Sender depositing a Mail Item for dispatch at a Postal Outlet has to provide the details required for determining the applicable rate. Koninklijke PostNL is entitled to verify the details provided.

## 5.3

All amounts due will be increased by taxes and levies Koninklijke PostNL is obliged to charge.

## Article 6

# Invoices and payment

## 6.1

Amounts due will be paid by the Sender prior to Mail Transport, unless agreed otherwise in writing.

## 6.2

If a business reply service agreement is in place between the Addressee of a Mail Item without Services and Koninklijke PostNL, the rate set and agreed by Koninklijke PostNL regarding the Mail Item without Services sent to the relevant business reply service will be borne by the Addressee.

## 6.3

Unfranked or insufficiently franked Mail Items can be returned to the Sender for (additional) franking or will be regarded as Undeliverable Mail Items if the Sender refuses (additional) franking or if the Sender is unknown. If Koninklijke PostNL considers it more efficient, Mail Items that have not been franked or insufficiently franked, can be delivered to the Addressee requesting payment, including administration costs, from the Addressee. The Sender must pay the amount charged to the Addressee if the Addressee does not comply with Koninklijke PostNL's request for payment.

## Article 7

# Privacy protection

## 7.1

Koninklijke PostNL uses the Sender's and the Addressee's data as recorded under the Agreement for the performance of the Agreement. The data is processed in accordance with the General Data Protection Regulation (Regulation EU 2016/679). More information on data protection can be found in the privacy statement on the PostNL website.

## 7.2

Except for the cases stated above, Koninklijke PostNL undertakes not to disclose to third parties any personal data and information in general on Mail Items processed in connection with the performance of Agreements, unless there is a legal obligation to do so.

## 7.3

In case of Undeliverable Mail Items, Koninklijke PostNL will only examine the contents of unsealed Mail Items to the extent necessary to establish the Address of the Sender or the Addressee. The Sender has to enable inspection of Mail Items they wish to send and may be requested to show the contents of a Mail Item.

## 7.4

In accordance with the Dutch Postal Act 2009, Undeliverable (sealed) Mail Items will, to the extent necessary to establish the Address of the Sender or Addressee, only be opened by order of the Subdistrict Court of The Hague. In doing so, Koninklijke PostNL is obliged to act in accordance with the secrecy of correspondence as laid down in the Dutch Constitution.

## Article 8

# Amendments and additions

Koninklijke PostNL will only amend these General Conditions following consultation with the Review Committee established by the Foundation for Consumer Complaints Boards (Stichting Geschillencommissies).

## Article 9

# Liability of Koninklijke PostNL

### 9.1

Unless provided otherwise below, Koninklijke PostNL is not liable for damage/loss in the course of performing the Agreement.

### 9.2

Subject to the above, the provisions of the Dutch Postal Act 2009 and the Universal Postal Convention (see [www.upu.int](http://www.upu.int)), Koninklijke PostNL will, in the event of default, only be liable vis-à-vis the Sender for direct damage/loss suffered resulting directly from Mail Transport of Mail Items sent using a Service. Koninklijke PostNL will never be liable for consequential damage (including loss of income and loss of profit, auction costs, delay(s), intangible loss, etc.), unless these General Conditions explicitly stipulate otherwise.

### 9.3

Subject to Articles 9.1, 9.2 and to the extent that the provisions of these General Conditions have been met, the following applies: The liability for Mail Items sent using a Service (for the relevant conditions see Article 18) will amount to:

1. up to € 50 per item for registered Letterbox Mail.
2. up to € 500 per Mail Item for registered Non-Letterbox Mail within the Netherlands. If the conditions have not been met (inter alia the Sender submitting proof of the value of the contents), a maximum compensation of € 50 per Mail Item applies.  
Different service levels apply for registered international Non-Letterbox Mail (depending on the Service selected):
  - small, registered parcel up to € 50,
  - registered parcel up to € 100
  - registered parcel up to € 500
3. If the conditions have not been met (inter alia the Sender submitting proof of the value of the contents), a maximum compensation of € 50 plus € 5 per kilogram, or part thereof, will apply, limited to a maximum of € 100 per Mail Item. The total maximum compensation for a registered international Non-Letterbox Mail Item of up to 20 kg will in that case be € 150. The above provision does not apply to the small, registered parcel up to € 50.
4. For Letterbox Mail sent using the Insured Mail service: the amount specified by the Sender at the time of concluding the Agreement up to a maximum of € 500 per Mail Item, subject to the provisions of Article 18 of these General Terms and Conditions. If the conditions are not met (inter alia the Sender submitting evidence of the value of the contents), a maximum compensation of € 50 per Mail Item applies.
5. In the case of Insured Mail Service for international Non-Letterbox Mail, the aforementioned compensation of € 50 plus € 5 per kilogram, or part thereof, will be limited to a maximum of € 100 per Mail Item. The total maximum compensation for a Non-Letterbox Mail Item no heavier than 20 kg sent using the Insured Mail Service will in that case amount to € 150.

## 9.4

On the basis of evidence submitted by the Sender, such as:

1. the original proof of dispatch;
2. customs forms (CN22/23);
3. the purchase invoice;
4. the sales invoice, and/or;
5. any other legally valid proof of value, Koninklijke PostNL will determine whether the Sender is eligible for compensation and if so, the amount thereof. When determining the amount of compensation, in case of consumer goods the current value will be taken into account, which will also be based on age or condition of the goods in question. Koninklijke PostNL will compensate a Sender acting in a business capacity for no more than the purchase or production value excluding VAT.

## 9.5

The Sender will be cooperative in any reasonable request by Koninklijke PostNL such as the submission of photographs, statements or other evidence relevant in establishing liability and determining the amount of compensation. The right to compensation will lapse if the Sender fails to be cooperative in any reasonable request to establish liability.

## 9.6

For Mail Items sent using a Service, where compensation has been paid in the event of loss of such Mail Items, or damage to the contents of such Mail Items to such an extent as to render the contents completely worthless, the amount paid for dispatch will also be refunded minus the Insured Mail Service fee.

## 9.7

1. Notwithstanding the above, the Sender will not be entitled to compensation if the damage arose as a result of:
  - the nature of or a defect in the contents of the Mail Item;
  - faulty packaging;
  - an incorrect or incomplete Address;
  - any cause attributable to the Sender themselves;
  - force majeure, including among other things, strikes and floods;
  - arrest or seizure by order of a competent authority.

However, in case an international Mail Item is lost due to force majeure, the amounts paid for dispatch will be refunded to the Sender.

2. A Sender will not be entitled to compensation either if a Mail Item:
  - contains Hazardous Substances <sup>1</sup>;
  - contains Prohibited Goods <sup>1</sup>.
3. A Sender will not be entitled to compensation either if it is justifiably suspected that the Sender acted fraudulently with the intention of misleading Koninklijke PostNL.

## 9.8

To be eligible for compensation, the Sender must submit the request for compensation to Koninklijke PostNL within the periods specified below:

1. for the loss of Mail Items sent using a Service within the Netherlands, within 12 months of the day following that of presentation for dispatch;
2. for the loss of international Mail Items sent using a Service, within 6 months of the day following the day of presentation for dispatch;
3. for damage to a Mail Item sent using a Service, as soon as possible after delivery.

A submitted enquiry about a missing Mail Item sent using a Service is considered a request for compensation as of the moment the loss of the Mail Item is established.

## 9.9

Mail Items within the Netherlands are deemed to have been lost if they have not been delivered and cannot be delivered within 30 days of presentation for dispatch. An international Mail Item is deemed to have been lost if Delivery has not taken place within a reasonable period (taking the circumstances of transport to and in the destination country into account).

<sup>1</sup> More information on Hazardous Substances and Prohibited Goods can be found at <https://www.postnl.nl/zakelijke-oplossingen/post-versturen/postbezorging-en-aanlevering/verboden-goederen-en-stoffen-binnenland/>.

## Article 10

# Liability of the sender

### 10.1

The Sender will be liable vis-à-vis Koninklijke PostNL for any damage which, due to a failure attributable to the Sender, is caused by the Sender's Mail Item to persons employed by Koninklijke PostNL and/or third parties engaged by them, to business assets of Koninklijke PostNL and/or third parties engaged by them, or to other Mail items. In the latter case, liability will be limited to the amounts of compensation that Koninklijke PostNL has to pay to third parties.

### 10.2

Koninklijke PostNL does not accept Hazardous Substances and/or Prohibited Goods and the Sender guarantees not to send/present them for dispatch. If the Sender presents Hazardous Substances and/or Prohibited Goods for transport to Koninklijke PostNL, the Sender will indemnify and hold Koninklijke PostNL harmless against any third-party claims and damage/loss suffered by Koninklijke PostNL in connection with the transport of Hazardous Substances and/or Prohibited Goods. The above also applies to third parties engaged by Koninklijke PostNL.

### 10.3

The Sender agrees that it is at the sole discretion of Koninklijke PostNL what they do with the Hazardous Substances and/or Prohibited Goods presented for dispatch by the Sender.

## Article 11

# Complaints, disputes and applicable law

### 11.1

Koninklijke PostNL provides a telephone number for submitting complaints regarding the performance of the Agreement. Koninklijke PostNL provides various channels for submitting complaints. A complaint can be submitted via the chatbot after which the telephone number where an employee can be reached is also made available. Furthermore, a complaint can be submitted by email, via Facebook, X or by letter. Koninklijke PostNL aims to resolve a complaint as soon as possible, but within 30 days at the most. If a substantive response is not possible within the aforementioned period, reasons why an earlier substantive response is not reasonably possible will be given, including the ultimate date for a final substantive response. If necessary for the proper handling of complaints, Koninklijke PostNL may require the complaint to be put in writing.

### 11.2

Should a dispute between Koninklijke PostNL and the Sender, who is a consumer, continue to exist or in case a complaint submitted is not responded to substantively within 30 days, or where applicable within the further specified period, the aforementioned Sender may, upon payment of the complaint handling fee due, submit such dispute electronically or in writing to the independent Dutch Postal Complaints Board at [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl) or by post to PO Box 90600, 2509 LP The Hague. A dispute must be brought before the Dutch Postal Complaints Board no later than 12 months of the date on which the consumer submitted their complaint.

### 11.3

Disputes between Koninklijke PostNL and Senders, who are consumers, that arise from these conditions and the rules, rates and regulations applicable thereunder, may be settled by the Dutch Postal Complaints Board by way of a binding opinion in accordance with the Board's regulations. If the Sender does not wish a dispute to be handled by the Dutch Postal Complaints Board or if the Board is unable to hear the dispute, the Sender may submit the dispute to a Dutch civil court.

## 11.4

All Agreements are governed exclusively by Dutch law.

## Article 12

# Limitation Period

The limitation period for any claims under an Agreement will be one year, counting from the day following the day on which the Mail Item was presented for dispatch. An enquiry about a Mail Item or a claim for compensation received by Koninklijke PostNL within the periods set out in Article 9.8 will interrupt the limitation period.

## Article 13

# Shape, packaging, address, size, weight and contents

### 13.1 Shape

Envelopes and cards should have a rectangular shape. In addition, cards without envelopes should have a flat surface.

### 13.2 Packaging

1. The packaging of Mail Items should at least meet the following requirements:
  - the closure or seal of Mail Items should be appropriate to the contents of the Mail Item;
  - the packaging of Mail Items should be sound, secure and sturdy and appropriate to the weight, size and degree of fragility of their contents;
  - the packaging should be such as to prevent damage and/or loss of their contents, damage to other Mail Items as well as injury to employees of Koninklijke PostNL (and/or third parties engaged by them);
  - the packaging should be such as not to allow other Mail Items to get inserted in such packaging;
  - envelopes having an open side should be used such that said open side is situated to the right of the Address.
2. Card-shaped Mail Items made of cardboard that is sufficiently strong to be transported without packaging, need not be packaged.

### 13.3 Address

1. Mail Items must state the Addressee and a complete Address, whether or not by means of a sticker and without prejudice to the additional rules in Article 18 for addresses on Postal Items sent using a Service.
2. When Mail Items are provided with an Address of the Sender or Return Address, this must be an Address in the Netherlands. Such Address must be stated in the top left-hand corner on the address side or on the reverse side of the Mail Item.
3. For international Mail Items, there is a further requirement that the destination country be stated on the Mail Item in Dutch or English. The address should preferably be written on four lines. The city/town or place of business of the Addressee and the destination country should be stated in capital letters. International Mail Items must be provided with an Address of the Sender or Return Address. This must be an Address in the Netherlands. Such Address must be stated in the top left-hand corner on the address side or on the reverse side of the Mail Item.

### 13.4 Size and weight

1. Minimum measurements:

Postal items should not be smaller than 14 cm long and 9 cm wide. Cylindrical Mail Items should not be smaller than 10 cm long and the sum of the length and twice the diameter should not be smaller than 17 cm.
2. Maximum measurements:

Letterbox Mail should not exceed 38 x 26.5 x 3.2 cm. Card-shaped Letterbox Mail sent without an envelope, should not exceed 16.2 by 23.5 cm. Non-Letterbox Mail should not exceed 100 x 50 x 50 cm.

3. Maximum weight:

The maximum weight of Letterbox Mail is 2 kg and for Non-Letterbox Mail sent within the Netherlands it is 10 kg. The maximum weight of international Non-Letterbox Mail without track & trace is 2 kg. The maximum weight for international Non-Letterbox Mail including track & trace and international Non-Letterbox Mail sent using a Service is 20 kg.<sup>1</sup>

## 13.5 Contents

1. Mail Transport of live animals is not permitted. All substances to which the Dutch Carriage of Dangerous Goods Act [Wet Vervoer Gevaarlijke Stoffen] applies, are also excluded from Mail Transport.
2. Koninklijke PostNL does not take special precautions for handling highly fragile goods (including electronics, glassware and earthenware etc.). Nor can Koninklijke PostNL take indications such as fragile, this side up etc., into account. Packaging tips can be found at [www.postnl.nl](http://www.postnl.nl).
3. For Mail Items containing goods and with a destination outside the European Union, the Sender has to complete the prescribed shipping documents fully and accurately in English. These shipping documents will be provided by Koninklijke PostNL. Senders should acquaint themselves with the import regulations applicable in the destination country.

## Article 14

# Franking

### 14.1

Mail items can be delivered if the rates for such delivery are fully accounted for either by Stamp, Stamp Code, digital stamp or online franking. Postal items can also be presented for franking at a Postal Outlet.

### 14.2

Mail Items are deemed to be sufficiently franked if they have been provided with at least the required amount in unused, valid Stamps, according to the latest version of the Koninklijke PostNL Rates card.

### 14.3

Franking in Stamps must be affixed to the top right-hand corner of the address side of the Mail Item. If Mail Items do not meet the requirements of franking, Koninklijke PostNL will among other things be entitled to take measures as referred to in Article 6.3.

### 14.4

Unused, valid stamps issued by Koninklijke PostNL will not be taken back.

### 14.5

Franking machine prints are valid if made by a franking machine and in accordance with the Conditions of Franking Machine Use, for which Koninklijke PostNL has entered into a written agreement for franking with the user.

### 14.6

Koninklijke PostNL will be entitled to prevent repeated use of the Stamps affixed to Mail Items presented for dispatch by invalidating them by a postmark or otherwise. Koninklijke PostNL also has the right to place indications required for sorting and/or Delivery on Mail Items presented for dispatch.

<sup>1</sup>The latest version of the General Terms and Conditions for Goods Transport apply to domestic Non-Letterbox Mail exceeding 10 kg and to international Non-Letterbox Mail with track & trace exceeding 20 kg.

## Article 15

# Dispatch

### 15.1 General

Mail Items must be deposited for dispatch in a Public Postbox or a PostNL Mailbox and Delivery Locker or presented for dispatch at a Postal Outlet or at a Scan & Go. Special conditions apply to Mail Items sent using a Service (see, among other things, Article 18).

### 15.2 Issue of proof of dispatch

Mail Items for which the Sender receives a proof of dispatch must be presented at a Postal Outlet with the relevant forms provided by Koninklijke PostNL. For Mail Items sent in this way, the Sender will receive a proof of dispatch stating the number of the Mail Item and a printout of the date.

## Article 16

# Track & Trace

The following articles apply to Letterbox Mail sent using a Service and to Non-Letterbox Mail, with the exception of Non-Letterbox Mail up to and including 2 kg without Service and without track & trace.

### 16.1

The Sender can track the shipment status of the aforementioned Mail Items at [www.tracktrace.nl](http://www.tracktrace.nl). Koninklijke PostNL has a best-efforts obligation with regard to the implementation of track & trace for the aforementioned Mail Items. Koninklijke PostNL is not in any way liable for damage/loss suffered and/or costs incurred by the Sender as a result of the (temporary) unavailability of the track & trace functionality.

### 16.2

The shipping documents provided by Koninklijke PostNL must be used for dispatch. Track & trace can be used for the aforementioned Mail Items to countries allowing this and giving the opportunity to do so. The Mail Items including track & trace are delivered according to the rules applicable in the destination country.

## Article 17

# Method of dispatch: international

### Priority

International Mail Items are sent as 'Priority' Mail Items, meaning that they are given priority treatment in both the Netherlands and the destination country. The Mail Item(s) must be presented with a 'Priority' indication (free sticker available at Postal Outlets or digital image via [www.postnl.nl](http://www.postnl.nl)) or with the special priority stamp.

## Article 18

# Services

On request, Mail Items may be sent using one of the following Services: 'Registered' and 'Insured Mail'. In case of Registered Mail Items and Mail Items sent using an Insured Mail Service, the name (first name or initials and surname) and Address of the Addressee and the Sender must be stated fully, clearly and indelibly on the Mail Item. Koninklijke PostNL aims to deliver Mail Items sent using a Service in accordance with the provisions of Articles 18, 19 and 20 of these General Conditions.

## 18.1 Registered

1. On request, any Mail Item, except Non-Letterbox Mail without track & trace, can be sent as Registered Mail Item.
2. The contents of Registered Mail Items can be insured up to a maximum amount of:
  - € 50 for Letterbox Mail;
  - € 500 for Non-Letterbox Mail within the Netherlands;
  - € 50 for international Non-Letterbox Mail;
  - € 100 for international Non-Letterbox Mail;
  - € 500 for international Non-Letterbox Mail.
3. Registered Mail Items will be delivered to the Address of the Addressee or, in case of Undeliverable Registered Mail Items, to the Sender. The person taking receipt of a Registered Mail Item must sign a delivery receipt. Registered international Mail Items will be delivered in accordance with the rules that apply in the destination country.

## 18.2 Insurance service

1. On request, Mail Items can be sent using the Insured Mail service. To foreign countries this is only possible to the extent that postal companies abroad allow this service. Koninklijke PostNL reserves the right to exclude destination countries from the Insured Mail service.
2. The contents of Mail Items sent using the Insured Mail Service can be insured for the specified amount up to a maximum of € 500 for Letterbox Mail and a maximum of € 5,500 for Non-Letterbox Mail.
3. Mail Items sent using the Insured Mail Service will be delivered to the Address of the Addressee or, in the case of Undeliverable Mail Items sent using the Insured Mail Service, to the Sender. The person taking delivery of a Mail Item sent using the Insured Mail Service, must sign a delivery receipt. International Mail Items sent using the Insured Mail Service will be delivered in accordance with the rules that apply in the destination country.
4. For Letterbox Mail sent using the Insured Mail service, the Sender is obliged to use a Sealbag® for security purposes, regardless of the contents of the Mail Item. In such cases, the Sender is also obliged to state the value of the contents in figures on the Sealbag®<sup>1</sup>
5. For Non-Letterbox Mail sent using the Insured Mail service, the Sender must close the packaging - sealed by means of adhesive tape intended for this purpose and provide it with a mark - so that it cannot be opened without leaving external traces.

<sup>1</sup>The Sealbag® is available at most Postal Outlets and via [www.postnl.nl](http://www.postnl.nl).

## Article 19

# Signature for delivery

### 19.1

For Mail Items sent within the Netherlands using a Service, a signature for delivery is part of the Service. The (electronic) signature serves as proof of Delivery. For international Mail Items sent using a Service, a copy of the signature for delivery is provided at the request of the Sender.

### 19.2

The Sender agrees in advance that, in the event of more than one Mail Item being delivered to an addressee at the same time, only one (1) 'signature for delivery' will be required for all of the Mail Items, and that such signature for delivery will then be duplicated electronically by Koninklijke PostNL as proof of Delivery.

## Article 20

# Delivery: domestic

### 20.1 General

1. All Mail Items are delivered from Tuesdays<sup>1</sup> to Saturdays inclusive, with the exception of recognised public holidays, unless Koninklijke PostNL cannot reasonably be expected to do so. Letterbox Mail sent using a Service and Non-Letterbox Mail will also be delivered on Mondays, with the exception of generally recognised holidays, unless Koninklijke PostNL cannot reasonably be expected to do so.
2. In principle, the Delivery of Mail Items without a Service is made by depositing these Mail Items in the Letterbox belonging to the address stated on the Mail Item.
3. Letterbox Mail sent using a Service and Non-Letterbox Mail is handed over at the Address stated on the Mail Item, after having received a signature for delivery where required (see Article 19). In flats and gallery dwellings where there is an intercom facility but no lift, it may be requested that such Mail Items be taken receipt of downstairs.
4. In the event of no response when a Mail Item sent using a Service is (attempted to be) handed over, a written notification is left behind or sent digitally, indicating how and within what period the Addressee can obtain possession of the Mail Item.
5. If the Mail Item is addressed to a PO Box, it will be delivered, if possible, by depositing it in the PO Box. If this is not possible, a written notification will be left in the PO Box or sent digitally.
6. Mail Items addressed to a business reply service are delivered to the Address agreed to with the holder of the business reply service.
7. If delivery does not take place at the Address of the Addressee, the person taking receipt of the Mail Item may be required to provide proof of identification.

### 20.2 Additional rules for the Delivery of Non-Letterbox Mail without Service within the Netherlands that cannot be deposited in a Letterbox

1. If Non-Letterbox Mail without Service cannot be delivered to the Address of the Addressee because there is no response, Koninklijke PostNL will attempt to deliver the Non-Letterbox Mail without Service to one of the neighbouring addresses. If Non-Letterbox Mail without Service is handed over to a neighbour, a written notification will be left behind or a digital notification will be sent. Upon delivery to the neighbour, the Agreement will be terminated. Mail Items sent using a Service will not be delivered to neighbours.
2. If delivery to a neighbour also proves impossible, a written notification will be left with the Addressee or a digital notification will be sent stating that the Non-Letterbox Mail without Service can be collected at a Postal Outlet the next working day.
3. Koninklijke PostNL will not attempt to deliver the Non-Letterbox Mail without Service to one of the neighbours if the Sender indicated on the Mail Item in question that Koninklijke PostNL is to deliver the Non-Letterbox Mail without Service exclusively to the Address of the Addressee.<sup>2</sup> In such a case, if there is no response, a written notification will be left behind or a digital notification will be sent, indicating how and within what period the Addressee can obtain possession of the Non-Letterbox Mail without Service.

### 20.3 Special rules for the Delivery of Mail Items sent using a Service

1. When a Mail Item sent using a Service is delivered to the specified address, the person signing for receipt may be required to identify themselves prior to them signing a delivery receipt.
2. If the above-mentioned Mail Items are not delivered to the specified address, they will only be delivered if the person who signs the delivery receipt is able to identify themselves as the entitled party.

### 20.4 Rules for Delivery in special cases

1. Letterboxes must comply with rules regarding location, dimensions, etc. as laid down in laws and regulations. If there is no Letterbox at or near the specified address, or if it does not meet the requirements set for it, the Mail Items intended to be delivered to it will be treated as Undeliverable Mail Items after Koninklijke PostNL sent the resident of the address a letter in which they are first given the opportunity for a period of one month (in new cases: three months) to install a compliant Letterbox. Koninklijke PostNL is entitled to immediately treat Mail Items that can be delivered in a Letterbox as Undeliverable Mail Items if the resident has the Letterbox removed or takes measures or has measures taken, as a result of which the Letterbox no longer meets the statutory and regulatory requirements.

2. Mail Items intended for an addressee residing at a recreation ground such as, for example, leisure homes that are not intended for permanent occupation at bungalow parks or allotment complexes, campsites and marinas, are not delivered 'to the door' but deposited in the boxes of a letterbox unit or other similar facility, or handed over to the manager of the complex.
3. Mail items destined for addressees in nursing homes, retirement homes, barracks, army camps and other premises and complexes where several addressees are staying, will be delivered to the communal Letterbox or handed over to a person designated for this purpose by the parties concerned. The Delivery of Mail Items requiring a signature for delivery (see Article 19) or Mail Items that are not suitable in other ways for being deposited in the Letterbox, will be dealt with in accordance with arrangements made on a case-by-case basis.
4. Mail Items intended for a bankrupt or for a natural person whose assets are administered by an administrator under the Dutch Debt Restructuring (Natural Persons) Act [Wet Schuldsanering natuurlijke personen] will be delivered in accordance with the rules laid down for that purpose in the Dutch Bankruptcy Act [Faillissementswet].
5. Mail Items addressed to a deceased person will be delivered to the address stated on the Mail Item, unless the heirs have requested delivery to one of them or the executor by (i) registering<sup>3</sup> for the forwarding service for mail addressed to deceased persons, or (ii) an authentic document. Mail Items which require the signing of a delivery receipt, will in such cases be issued to a person authorised by all heirs or to the executor.
6. Letterbox Mail Items addressed to a natural or legal person, who has concluded a contract for the Redirect Service, Hold Service or Forwarding Service<sup>3</sup> will be delivered or held during the period agreed to with the addressee in accordance with the contract concluded with the addressee.

<sup>1</sup>Funeral mail and urgent medical mail will also be delivered on Mondays: for more information see [www.postnl.nl](http://www.postnl.nl).

<sup>2</sup>For this purpose, free stickers stating 'Alléén huisadres' [Home Address Only] will be provided by Koninklijke PostNL at Postal Outlets.

<sup>3</sup>These specific services can be requested from an affiliate of Koninklijke PostNL.

## Article 21

# Delivery: international

Depending on the destination country and the type of Mail Item, delivery of international Mail Items is carried out by the national postal companies or other partners of Koninklijke PostNL, at the discretion of Koninklijke PostNL. The Delivery in a foreign country takes place in the manner customary in the country in question. Mail Items sent using Services will be delivered to the Addressee or their representative after having signed a delivery receipt or in any other manner that serves as proof of delivery in the country in question.

# Supplementary Provisions for International Bulk Mail Consignments

If these Supplementary Provisions deviate from the provisions in the General Terms, the Supplementary provisions will prevail.

## Definitions

In addition to the provisions of Article 1.1 of the General Conditions, the following definitions apply:

**International Bulk Mail Consignments:** Letterbox Mail or Non-Letterbox Mail that is presented for dispatch as a consignment in at least the quantity stated as the minimum quantity for that purpose by Koninklijke PostNL, or for which the Sender at least pays the minimum order amount stated by Koninklijke PostNL; The rates for international Mail Items are determined by the nature of the contents of the Mail Items, the homogeneity or heterogeneity of the consignment presented, whether or not the Mail Items have been sorted, the quantity of Mail Items, the physical characteristics, the size and weight or average weight per item of the quantity of Mail Items in the consignment, the rate zone and service level.

**Direct Mail Shipments:** Mail Items with communications consisting exclusively of advertising, marketing or publicity material and containing an identical message, with the exception of the Addressee, Address and the identification number of the Addressee, as well as other changes that do not alter the nature of the message. Direct Mail includes mailings, advertising leaflets, as well as printed matter without variables, newspapers and magazines<sup>1</sup>.

## Conclusion of the agreement

Notwithstanding the provisions of Article 2 of the General Conditions, the following applies:

When sending international Bulk Mail Consignments, Koninklijke PostNL stipulates that the Agreement be recorded in writing. To that end, an order form made available by Koninklijke PostNL must be filled in with details and signed by a person authorised to do so.

## Refusal and suspension of the universal postal service

In addition to the provisions of Article 3.1 of the General Conditions, the following applies:

Stating their reasons for doing so, Koninklijke PostNL may refuse the Mail Transport if International Bulk Mail Consignments have not been provided with an Address of the Sender or a Return Address.

## Performance of the agreement

Notwithstanding the provisions of Article 4.4 of the General Conditions, the following applies:

Koninklijke PostNL is entitled to charge the Sender of International Bulk Mail Consignments a fee for undeliverable Mail Items that are returned to Sender from abroad. This includes Bulk Mail Consignments that have been refused by foreign postal companies and have subsequently been sent back.

## Rates and fees

Notwithstanding the provisions of Article 5.2 of the General Conditions, the following applies:

The details required for determining the applicable rate must be provided by the Sender of International Bulk Mail Consignments on an order form to be provided by Koninklijke PostNL. If necessary, Koninklijke PostNL will determine the amount due by counting, weighing or measuring.

## Payment

Notwithstanding the provisions of Article 6.1 of the General Conditions, the following applies:

Payment on account is possible if agreed to in writing, in which case the latest version of PostNL's "Payment conditions for services provided on account" applies.

## Liability of Koninklijke PostNL

In addition to the provisions of Article 9.6 of the General Conditions, the following applies:

The Sender of an International Consignment of Mail Items will not be entitled to compensation or reimbursement of dispatch costs if, stating the reasons for doing so, a foreign postal service suspends the delivery of the Consignment or a part thereof until the Sender agrees to a demand for an additional payment of the full or part of a rate that has been determined in international postal consultations, or if the Consignment is refused and returned or not to Koninklijke PostNL or the Sender.

### **Packaging, address, size, weight and contents**

In addition to the provisions of Article 13.3.2 of the General Conditions, the following applies: International Bulk Mail Consignments must be provided with an Address of the Sender or Return Address, which must be an Address in the Netherlands.

### **Franking**

Notwithstanding the provisions of Article 14 of the General Conditions, the following applies:

International Bulk Mail Consignments may only be franked using the indication "PostNL Post Port betaald / Port Payé Pays-Bas" or "PostNL Post Port betaald / Postage Paid the Netherlands".

### **Delivery**

The following applies in addition to the provisions of Article 21 of the General Conditions: Stating their reasons for doing so, foreign postal companies may refuse or suspend the delivery of Bulk Mail Consignments from the Netherlands if such Consignments have been sent by or on behalf of a Sender residing in their own country or a country other than the Netherlands. Postal companies refusing or suspending delivery on such grounds may, at their discretion, still deliver the Bulk Mail Consignments if the Sender agrees to a demand for additional payment of the full or part of a rate that has been determined in international postal consultations, or return such Bulk Mail Consignments.

<sup>1</sup> Enclosing small objects of little monetary value to raise the attention value given by the Addressee ("gadgets") is allowed on conditions. For conditions see [www.postnl.nl](http://www.postnl.nl) or call PostNL Business Service (telephone 088 868 68 68).

