



Payment terms and conditions

For services on account 2019



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Article 1

General

- 1.1** These conditions apply to services provided on account by PostNL. Amendments or additions to these Payment Terms and Conditions are only valid if they are agreed in writing.
- 1.2** If any part of these Payment Terms and Conditions, for whatever reason, should be invalid, void or annulled, the remaining payment conditions will remain in effect and the Client and PostNL will jointly provide for a new arrangement to replace the invalid provision, preserving the goal and its purpose to the greatest extent possible.
- 1.3** In cases not covered by these provisions, PostNL will make reasonable arrangements.
- 1.4** PostNL will retain invoices for at least 7 years.

Article 2

Definitions

The following definitions shall apply to these Payment Terms and Conditions:

PostNL:

the PostNL Group Company/Companies that have declared these Payment Terms and Conditions applicable to the performance of Services;

PostNL Group Company:

a group company of PostNL N.V., as referred to in Section 2:24b of the Dutch Civil Code;

Services:

The services provided by PostNL that can be accessed on account;

Client:

the party entering into an agreement with PostNL for the provision of Services;

Agreement:

a written agreement between the parties on the basis of which the Services are performed;

Deposit:

an amount deposited by the Client in the bank account specified by PostNL at the commencement of the provision of Services by PostNL. PostNL does not provide compensation for interest or the loss thereof.

Article 3

Customer number

- 3.1** The Services can be performed on account after PostNL has provided the Client with a customer number in its name.
- 3.2** When issuing an order to PostNL for the performance of Services, the Client must always state the customer number from which PostNL can collect the fee for these Services.
- 3.3** The Client is responsible for payment of all orders for Services performed under its customer number by PostNL.
- 3.4** The Client may not give instructions to perform Services on account for third parties without the prior consent of PostNL.
- 3.5** The Client shall ensure that any change in data previously provided is immediately communicated to PostNL in writing.

Article 4

Deposit

- 4.1 A condition for the performance of Services may be that the Client deposits an amount (hereinafter referred to as the deposit amount) in the bank account specified by PostNL at the commencement of the provision of Services by PostNL.
- 4.2 The deposit amount corresponds to the average amount that the Client expects to owe PostNL per invoicing period for the Services performed. The deposit amount will be charged to the Client by means of a first invoice. PostNL reserves the right to charge the deposit amount earlier if the total value of the Services delivered/to be delivered is expected to be higher than the deposit amount.
- 4.3 PostNL checks regularly to see whether the deposit amount corresponds with what the Client owes on average per invoicing period to PostNL for the Services rendered. If PostNL finds that the deposit amount differs from the average invoice amount in the period since the determination of or the most recent change to the deposit amount, then PostNL is entitled to adjust the deposit amount to that difference. After written notification of the reduction or increase of the deposit amount, the adjustment will be settled or charged in the following invoice.

Article 5

Billing and payment

- 5.1 PostNL will charge the Client the agreed rates based on the Agreement. If no rates have been agreed upon in the Agreement, then PostNL will charge the public rates.
- 5.2 PostNL will send a weekly invoice in arrears with a payment term of 7 days, unless otherwise agreed in the Agreement. Only payment to the invoicing PostNL entity is regarded as a valid payment.
- 5.3 In the event that a direct debit has been agreed upon, the Client must ensure that there is always sufficient balance in the relevant bank account so that PostNL can debit the amount owed within the period specified in Article 5.2.

Article 6

Payment term exceeded

- 6.1 If the invoice amount is not received by PostNL within 7 days after the invoice date or within the period specified in the Agreement, the Client is in default without any further notice of default being required. As of the date of default, the Client will owe the statutory interest as referred to in Section 6:119a of the Dutch Civil Code.
- 6.2 In the event of default, PostNL has the right to charge all reasonably incurred judicial and extra-judicial costs to the Client.

- 6.3 PostNL has the right to offset a due and payable invoice amount, and possibly the interest on this as referred to in Article 6.1, and the extra-judicial costs as referred to in Article 6.2, with the deposit amount:
 - in the event of default, as referred to in Article 6.1;
 - in the event of an application for or granting of a debt management scheme with respect to the Client, a moratorium on payments or bankruptcy;
 - in the event that the Client loses the freedom to dispose of its assets. If PostNL has made use of the right to settlement, the Client, at PostNL's first request, will immediately proceed to supplement the deposit amount before PostNL resumes providing Services to the Client.

Article 7

Guarantee

- 7.1 In certain cases, including but not limited to those stated below, PostNL is entitled to require the Client to provide security for payment for the Services to be performed:
 - a. if the amount due for the Services to be performed exceeds the security deposit set in Article 4;
 - b. if the Client is in default as specified in Article 6.1 or fails to supplement the deposit amount;
 - c. in the event of an application for or the granting of a debt management scheme with respect to the Client, a moratorium on payments or bankruptcy or if the Client otherwise loses the freedom to dispose of its assets.
- 7.2 Measures to improve the payment security of the Client with respect to PostNL as referred to in Article 7.1 consist of one or more of the following options:
 - a. Advance payment of the invoice amount owing for the estimated purchase of services at the agreed contract rates including taxes and/or compulsory levies for a period to be determined by PostNL;
 - b. Payment of a deposit of an amount to be determined by PostNL, with the minimum being the average invoice amount.
- 7.3 PostNL is not obliged to perform Services if the Client has not met the requirements set out in these Payment Terms and Conditions. Payment in advance in the situations mentioned in Article 7.1 may be dispensed with if the Client has, in the opinion of PostNL, provided sufficient security for the fulfilment of its payment obligations.
- 7.4 PostNL is not liable to the Client for damage resulting from the use of its powers as referred to in Article 7.

Article 8

Withdrawal of customer

- 8.1 Among other things, PostNL has the right to withdraw the Client's customer number:
 - if the Client remains in default as specified in Article 6.1, even after having received payment reminders;
 - if the Client has acted in violation of Article 3.2 or 3.4;
 - in the event of an application for or granting of a debt management scheme with respect to the Client, a moratorium on payments or bankruptcy;
 - if the Client has otherwise lost the freedom to dispose of its assets.
- 8.2 PostNL will also be entitled to the right described in Article 8.1 if no Services have been purchased for more than six consecutive months and invoiced using the relevant customer number.
- 8.3 PostNL will refund the deposit amount to the Client within 3 months after the date of written notification (or confirmation) of the withdrawal of the customer number by PostNL. In doing so, settlement of due and payable invoice amounts will first take place, possibly including the interest on these as specified in Article 6.1 and the extra-judicial costs as specified in Article 6.2.

Article 9

Objections/debt set-off

- 9.1** If the Client does not agree with the invoice amount or a part thereof, they must inform PostNL within 3 months of the invoice date. PostNL is entitled to charge an administrative fee after the above-mentioned objection period. In the absence of evidence to the contrary, the administration carried out by PostNL is decisive. Objection does not lead to suspension of the payment obligation. If PostNL has received no objection to the invoice after three months after the invoice date, the invoice shall be deemed to have been approved by the Client.
- 9.2** The Client is not entitled to set off the invoice amount or a part thereof without the prior written consent of PostNL.
- 9.3** Notwithstanding the statutory regulations with respect to set-off, PostNL has the right at any time, also after bankruptcy, suspension of payment (including provisional), application of the statutory debt restructuring of the Client or any other insolvency arrangement by the Client, by means of issuing a notice of set-off to the Client, to settle the debt that one or more PostNL Group Companies have with the Client against the claim(s) that PostNL has against the client. After issuing the notice of set-off, all of the claims that the Client has with one or more PostNL Group Companies will be settled on an ongoing basis with all of the claims that PostNL has against the Client, in accordance with Section 6:140 of the Dutch Civil Code.
- This provision has also been drawn up in the interest of the PostNL Group Companies and serves as a third-party clause for one or more of these PostNL Group Companies so that these PostNL Group Companies can also invoke this provision at any time.
- In this context, PostNL expressly stipulates that one or more PostNL Group Companies, at all times, both before and after the issuing of a notice of set-off by PostNL, can settle the debt that they have with the Client against the claim that PostNL has with the Client. This power can also at all times be exercised by PostNL and/or one or more PostNL Group Companies against any legal successors of the Client and/or any security holders such as pledgees and/or third parties such as attaching parties.
- PostNL and/or the PostNL Group Companies are also at all times authorised to proceed with set-off if:
- a. the claim of PostNL (or one or more of its group companies) is not due and payable;
 - b. the claim of the Client is not due and payable;
 - c. the receivables are not denominated in the same currency; d. the claim from PostNL or one or more of its group companies is conditional.

Article 10

Concluding provision

- 10.1** These terms and conditions enter into force on 1 January 2019. These Payment Terms and Conditions can be referred to as: Payment Terms and Conditions for Services on account.
- 10.2** PostNL reserves the right to amend or supplement these Terms and Conditions and to declare the amended Terms and Conditions applicable to existing Agreements.
- 10.3** If PostNL declares the amended Terms and Conditions applicable to existing Agreements, PostNL will publicise the amendments in a timely manner. The amendments will take effect 30 days following the announcement, or at such later date as specified in this announcement.
- 10.4** If a Client does not wish to accept an amendment to the Terms and Conditions, it can cancel the relevant Agreement with effect from the date on which the amended Terms and Conditions are to come into effect.
- 10.5** These Terms and Conditions will be subject to the laws of the Netherlands.

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More information?

Please call +31 (0)88 868 6868 or visit postnl.nl