



General Contract Conditions

for the (Post) Conveyance
of Mail Items 2017



Contents

1. Definitions	3
2. Applicability of terms and conditions	4
3. Commencement date, term and termination of the Agreement	4
4. Amendments to the Postal Act and implementing arrangements	5
5. Product groups and rates	5
6. Handover locations and discounts	6
7. Conditions of payment	6
8. Non-disclosure agreement	7
9. Other conditions	7

Article 1

Definitions

In these conditions, the following terms have the following meanings:

Agreement: the Agreement for the provision of Services concluded between PostNL and the Customer, including the appendix/appendices to the agreement and any related agreements concerning the Conveyance of Mail Items;

Aids: bags, crates (carts) and roll containers of PostNL for the conveyance of Mail Items;

Consignment (bulk mail): a number of Mail Items with the same Sender Address, which are tendered together and simultaneously for Postal

Conveyance: the combination of actions undertaken for a fee that result in the delivery of Mail Items, as defined in the Postal Act 2009;

Customer: the legal entity or natural person with whom PostNL has concluded an Agreement, including without limitation in the event of a reply item;

General Contract Conditions: these General Contract Conditions for the Conveyance of Mail Items;

Green Mail: the compensation of the CO2 emission caused by the conveyance of Mail Items;

PostNL: the PostNL Group Company/Group Companies that has/have declared these General Contract Conditions applicable to the Service;

PostNL Group Company: a group company of PostNL N.V. within the meaning of Article 2:24b of the Dutch Civil Code;

Product-specific Appendix/Appendices: the appendix/appendices to the Agreement that specify the details of the Service in question;

Sender: final customer of mail distribution services. The sender decides to send the message and determines the demand for postal items;

Sender address: the full address of the Sender;

Service: the conveyance of Mail Items, including services relating to this Conveyance;

Subsidiary: a subsidiary within the meaning of Article 24a, Book 2 of the Dutch Civil Code;

The Parties: PostNL for the one part, and the Customer for the other part; Conveyance by PostNL at the same location and sent with the same product, service level, and which is accepted for Postal Conveyance by PostNL at a rate other than the Single-Item Rate. Consignments of Mail Items – with the exception of Mixed Bulk Mail – may not exceed the weight category of the product.

Article 2

Applicability of terms and Conditions

- 2.1 These General Contract Conditions will apply to the Agreement unless the Parties explicitly agree otherwise in writing.
- 2.2 By signing the Agreement, the Customer confirms that it has received, taken cognisance of and accepts the general conditions, general payment conditions, product-specific conditions, brochures and regulations that are declared applicable to the Agreement. The latest versions of these documents can also be found at postnl.nl.
- 2.3 During the term of the Agreement, PostNL has the right to amend the general conditions, general payment conditions, product-specific conditions, brochures and/or regulations and rates that are declared applicable in the Agreement. If PostNL decides to make such amendments, it will make them known at least 30 days before they take effect, by means of a public announcement and/or by informing the Customer.

Article 3

Commencement date, term and termination of the Agreement

- 3.1 Unless agreed otherwise, the Agreement will be valid for a fixed term, as specified therein. At the end of this term, the Agreement will be tacitly renewed for one year at a time, unless one of the Parties terminates the Agreement subject to a period of notice of three months prior to the end of the term. Notice must be served by registered letter.
- 3.2 Either Party may terminate the Agreement with immediate effect upon written notice to the other Party, without judicial intervention being required, in the event of any of the circumstances stated under a to d below:
 - a. the other Party fails to meet its obligations under the Agreement and fails to rectify such failing within a period of seven days;
 - b. the other Party applies for or is granted a suspension of payments order;
 - c. insolvency proceedings are initiated by or against the other Party;
 - d. the other Party loses the power to dispose of its capital.PostNL has the right to terminate the Agreement with immediate effect upon written notice to Customer, without judicial intervention being required, if in reasonable opinion of PostNL, Customer:
 - e. uses any Service(s) in a way that contradicts or violates any applicable law and/or regulation;
 - f. uses any Service(s) that, in the opinion of a judicial body and/or supervisor and/or any other (governmental) body or authority, in any way contradicts or violates any applicable law and/or regulation;
 - g. uses any Service(s) fraudulently or in connection with a criminal offence; or
 - h. acts in any way which damages or may damage the reputation or business of PostNL and/or a PostNL Group Company.
- 3.3 PostNL has the right to invoke Article 3.2 against a Customer if the circumstances referred to in Article 3.2 under a,b,c,d,e,f,g, or h apply to a Subsidiary and/or Group Company of the Customer, and PostNL has the right to invoke said article against a Subsidiary and/or Group Company of the Customer if the circumstances referred to in Article 3.2 under a, b, c, or d apply to the Customer.

Article 4

Amendments to the Postal Act and implementing arrangements

PostNL reserves the right to unilaterally amend and/or alter the Agreement accordingly following any amendment to the Postal Act 2009 and/or any rule of law relating to its application, or any order or decision or other issued by a competent authority. PostNL will inform the Customer as soon as possible of any amendments and/or alterations made in this respect, and of the effective date of any such amendments.

Article 5

Product groups and rates

PostNL provides an Annual Volume Discount over the annual volume per product group. The product groups are:

- Bulk Domestic Letterbox Mail;
- Domestic Letterbox packets+;
- Bulk International Letterbox Mail;
- Bulk International Non-Letterbox Mail.

The Bulk Domestic Letterbox Mail Product Group comprises:

- Consignments in the sizes Small, Large and Special;
- Bulk Mail Periodicals;
- Mixed Bulk Mail;
- Business Reply Letterbox items;
- Franking Machine Letterbox items. The Bulk Domestic Letterbox items Product Group does not fall within the scope of the universal postal service as stipulated in the Postal Act 2009.

The Product group Letterbox packets+ Domestic comprises:

- Letterbox packets+

The Bulk International Letterbox Mail Product Group comprises:

- Priority in the sizes Small, Large and Special;
- Standard Direct Mail, in the sizes Small, Large and Special;
- Priority Mixed;
- Business Reply Letterbox Packages.

The Bulk International Non-Letterbox Mail Product Group comprises:

- Priority Packets;
- Bulk Registered;
- Priority Packets Extra;
- Business Reply Non-Letterbox Packets;
- Mailbags.

Over the total annual volume of the product group Bulk Domestic Letterbox Mail a multiple year volume discount applies. Meaning that the discount is related to the annual volume generated by the Customer within these product groups in a particular calendar year. If the minimum annual volume of 50.000 items for the Domestic product group required to qualify for the multiple year volume discount is not handed over, PostNL will apply the standard rates as stated in the latest version of its 'Rates' brochure.

Prior to a new calendar year or prior to commencement of this Agreement during a calendar year, in consultation with the Customer, PostNL will determine for each product group the annual volume category into which the Customer will fall in the new calendar year or, as the case may be, for the remaining months of the current calendar year, and will do

so on the basis of the annual volume handed over by the Customer in the relevant product groups over the past calendar year and the forecast annual volume in the coming calendar year. If it transpires during a calendar year that the actual annual volume differs from the forecast annual volume within the meaning of the previous paragraph, PostNL will have the right to apply the multiple year volume discount associated with the revised forecast of the annual volume or the volume actually handed over. After a calendar year or after termination of this Agreement, PostNL will compare the annual volume forecast and actual volume handed over.

PostNL aims to include any applicable crediting or debiting over the invoice for February of the following calendar year.

Volume development	Yearly settlement	Term of the agreement		
		1 year	2 year	3 year
+/+	Additional discount for the current MYVD	0.5% x €		
-/- 1 MUVK	Settlement percentage depends on contract term	-/- 1.0% x €	-/- 2.0% x €	-/- 3.0% x €
-/- > 1 MUVK	All discounts are canceled and will be deducted retroactively (for the full term) as if in case of a 1-year agreement	(Actual discount for 1-year agreement -/- agreed discount) x €		

Article 6

Handover locations and discounts

Hand-over locations

Unless the handover location is explicitly specified in this Agreement, bulk mail consignments must be handed over on weekdays (Monday to Friday) during the opening hours of one of the Business Counters specified by PostNL.

Discounts

When entering into an Agreement the Customer can, when complying to the requirements set by PostNL, qualify for various discounts. An explanation of the various possible discounts is included in the appendix of the Agreement.

Article 7

Conditions of payment

Unless stated otherwise in the Agreement or in the conditions that apply to a specific Service, the Services specified in the Agreement will be subject to the Conditions of Payment for Services Provided on Account contained in the latest version of the brochure entitled 'Betelingsvoorwaarden PostNL' (PostNL Conditions of Payment).

Article 8

Non-disclosure agreement

- 8.1 PostNL and the Customer oblige not to disclose any confidential information regarding the contents of the Agreement, their business activities and business processes to a third party (unless required to do so by law) without having requested and obtained the written consent of the other Party, or unless stated otherwise in the Agreement.
- 8.2 In the event that PostNL subcontracts to another party work that relates to its service provision or to its internal business processes, that party shall not be regarded as a third party within the meaning of this article. In such case, PostNL will impose a comparable confidentiality obligation on such parties.

Article 9

Other conditions

- 9.1 The Agreement supersedes all other written or verbal agreements between PostNL and the Customer that exist prior to the effective date of the Agreement in respect of the Services specified in the Agreement.
- 9.2 The Customer may not in the interim, without the prior written consent of PostNL, transfer the Agreement or the rights and obligations arising from the Agreement to another legal entity or natural person. PostNL will be authorised to transfer its rights and obligations, in whole or in part, pursuant to the Agreement to another company that forms part of the PostNL group within the meaning of Article 2:24b of the Dutch Civil Code.
- 9.3 The Customer is jointly and severally liable towards PostNL for ensuring the timely and proper execution of the Agreement by its Subsidiaries and/or Group Companies.
- 9.4 PostNL reserves the right to, in the event of an Agreement with 'Green Mail' on an individual Customer Level, refrain from doubling the so-called CO2 contribution if the annual total cost of such doubling (for all the participating Customers) of Green Mail for PostNL amounts to more than EUR 100,000.00. In the event that the Customer participates in 'Green Mail', this participation will be tacitly renewed for one year at a time.
- 9.5 PostNL may make Aids available to the Customer. In such case, these Aids will continue to be the property of PostNL. The Customer will receive these on loan. The Customer undertakes to treat these Aids with care and to only use them for the purposes for which they have been provided. PostNL may request return of these Aids at any time. The customer must comply with this request within 10 workdays. If the Agreement with PostNL is terminated, the Customer must return the Aids within 5 workdays of the date of termination. In the event that the Aids are not returned to PostNL within the above-mentioned term, or the Aids are damaged upon their return, PostNL is entitled to charge the costs arising from this to the Customer, and/or to recover the loss suffered from the Customer.
- 9.6 Unless explicitly agreed otherwise in writing, the provisions of the main body of the Agreement take precedence over the General Contract Conditions, the Product-specific Appendix/Appendices, the general conditions, general payment conditions, brochures and/ or regulations and the General Contract Conditions take precedence over the Product-specific Appendix/Appendices, the general conditions, general payment conditions, brochures and/ or regulations.
- 9.7 All rates and amounts stated in these General Contract Conditions and in the Agreement are exclusive of any VAT.
- 9.8 PostNL has the right to amend and/or make additions to these General Contract Conditions at any time.
- 9.9 In the event that any article of the Agreement is declared invalid or non-binding, that article will be replaced by a provision agreed upon by both Parties, the meaning of which is as close as possible to the invalid or non-binding article. The validity and applicability of the other articles of the Agreement will remain in full force.
- 9.10 This Agreement is subject to Dutch law.
- 9.11 All disputes arising in connection with the Agreement, including disputes concerning the formation thereof, will be adjudicated by the court at The Hague.
- 9.12 Agreements to which the present General Contract Conditions apply will remain in force if the legal form of PostNL changes.
- 9.13 The General Contract Conditions are also available at postnl.nl. Copies can be obtained free of charge from PostNL Business Service +31 (0)88 868 68 68.

This document is the translation of an original Dutch document. No rights may be derived from this translation. The original Dutch document is binding and will prevail under all circumstances.

Want to know more?

Call +31 088 868 68 68 or go to postnl.nl

