



# General Terms and Conditions

for Transportation of Goods  
2017



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# Article 1

## Definitions

**PostNL Pakketten:** PostNL Pakketten Benelux B.V., having its registered office in Hoofddorp;

**Sender:** Client/contracting party of PostNL Pakketten;

**GTCTG:** These General Terms and Conditions for Transportation of Goods;

**Addressee:** The party to which PostNL Pakketten is to deliver the shipment under the Transportation Agreement;

**Shipment:** A unit of transportation presented to PostNL Pakketten (such as a package, roll container, pallet or general cargo) which is destined for an Addressee and comes with its own transport document;

**International Shipment:** A Shipment with a destination outside the Netherlands (outgoing) or a Shipment originating from an area outside the Netherlands (incoming): EU-Pack Special (EPS) package, Global Pack or single Shipment with a destination within the EU (weighing more than 20 kg);

**Batch:** A number of Shipments which are presented simultaneously to PostNL Pakketten at the expense of one and the same Sender, subject to agreed conditions regarding aspects such as the fee owed, the minimum number to be presented, the time of presentation and the Presentation Point;

**Transportation Agreement:** A transportation agreement concluded between PostNL Pakketten and the Sender under these General Terms and Conditions for Transportation of Goods;

**Transport Document:** The data carrier (or combination of data carriers) accompanying the Shipment which contains the details of the transport, such as the Sender's address, the Addressee's address, the bar code and the Shipment number;

**Presentation Point:** The establishments or facilities designated by PostNL Pakketten where package Shipments must be presented;

**Service Level:** The entirety of conditions of service for the transportation agreed between PostNL Pakketten and the Sender;

**Additional Services:** Services which must be purchased separately, such as increased liability, signature for receipt and cash on delivery/payment service.

# Article 2

## Scope of GTCTG and applicable regulations

**2.1** These GTCTG apply to all Transportation Agreements which PostNL Pakketten concludes with a Sender.

**2.2** All the activities and agreements of PostNL Pakketten are subject to the following:

**a.** *Domestic transport by road:*

The General Conditions of Transport 2002 (GCT), always in the latest version as published by the Stichting Vervoeradres foundation and filed at the Registries of the District Courts of Amsterdam and Rotterdam;

**b.** *International transport by road:*

Convention on the Contract for the International Carriage of Goods by Road (CMR), in the version ratified by the Netherlands;

**c.** *Transport by air:*

International Convention for the Unification of Certain Rules relating to International Carriage by Air (Warsaw Convention), in the version ratified by the Netherlands.

In addition to these regulations, the following supplementary provisions apply.

# Article 3

## Contradictory provisions

In the event that the provisions of the GCT or non-mandatory provisions of the law or of the conventions referred to in Article 2 are inconsistent with the provisions set out below, the provisions set out below will prevail.

# Article 4

## Conditions of presentation

- 4.1 PostNL Pakketten uses Transport Documents of its own as dispatch notes. All Shipments must be accompanied by a complete and correctly filled in Transport Document. Stating the Dutch sender details on the Transport Document is mandatory.  
The Sender guarantees careful packaging that is appropriate for the nature and content of the Shipment.
- 4.2 Shipments must be presented at a Presentation Point designated for that purpose. PostNL Pakketten may designate different Presentation Points for different categories of Shipments.
- 4.3 PostNL Pakketten may attach additional conditions of presentation to the presentation of a Batch, for example in respect of the rate, the minimum number to be presented, the time of presentation and the Presentation Point.
- 4.4 Based on a contract to that effect between the Sender and PostNL Pakketten, the Sender may issue an 'electronic prior notification' of the presentation of Shipments. Such a contract regulates aspects such as the manner in which the Shipments must be presented for transport and the manner in which the Sender can obtain information about the Shipments accepted for transport.

# Article 5

## Fee

The fee owed under the Transport Agreement follows from the rates pertaining to the agreed Service Level that apply at the time of acceptance for transport (as published by PostNL) and from the details recorded by PostNL Pakketten concerning number, weight, dimensions and destination of the Shipment, among other things.

# Article 6

## Payment

- 6.1 Payment of the fee owed is effected at the latest when the Shipment is accepted for transport, unless different arrangements have been made. If payment on account has been agreed, the Payment Terms of PostNL will apply.
- 6.2 If an agreement on freepost shipments is in force between the Addressee and PostNL Pakketten concerning transport under an allocated freepost number, the fee owed for the transport of freepost shipments without Additional Services will be payable by the Addressee.

# Article 7

## Refusal, suspension or cessation of transport

- 7.1** PostNL Pakketten may refuse, suspend or cease the transport of a Shipment, stating its reasons on request, if:
- a.** the Sender does not meet the conditions imposed by PostNL Pakketten regarding acceptance for transport of the Shipment (for example in respect of payment, presentation location, provision or statement of details, use of a Transport Document, use of a bar code, packaging, content, weight and dimensions);
  - b.** the transport of the Shipment may pose a hazard to persons or property; this applies in any case to transportation of goods that is subject to national or international laws and regulations on the carriage of hazardous substances;
  - c.** the transport is prohibited by law or government regulation, or PostNL Pakketten has reason to believe that the transport may be contrary to the law or a government regulation;
  - d.** the Sender has failed to fulfil the payment obligations under another agreement with PostNL Pakketten;
  - e.** PostNL Pakketten has a different valid reason to refuse, suspend or cease transport, including but not limited to natural disasters, war or armed conflict, industrial action, etc.
- 7.2** In the event that the transport of a Shipment is refused or ceased, PostNL Pakketten will enable the Sender, where possible, to regain possession of the Shipment and of any documents submitted in that context, which will mark the termination of the Transport Agreement. PostNL Pakketten may claim payment of the fee owed for the transport, without prejudice to the right of PostNL Pakketten to compensation of (additional) costs incurred.

# Article 8

## Amendment of the Transportation Agreement

After acceptance for transport, no changes can be made to the Service Level and/or the delivery address, unless express arrangements to the contrary have been made with the Sender or the Addressee. As long as the Shipment has not been delivered, the Sender may request PostNL Pakketten to return it. In that case, PostNL Pakketten will endeavour to comply with that request.

# Article 9

## Performance of the Transportation Agreement by PostNL Pakketten

PostNL Pakketten is entitled to have all or part of the Transportation Agreement executed by third parties, without prejudice to the rights and obligations of PostNL Pakketten under the Transportation Agreement.

# Article 10

## Transmission time

- 10.1** PostNL Pakketten aims to deliver Shipments to the address specified by the Sender in the course of the first working day following the day of acceptance for transport, with the exception of International Shipments as referred to in Article 10.3. As a rule, Shipments accepted for transport on a Saturday are delivered on the following Tuesday.
- 10.2** The Sender or the Addressee may only invoke a term for delivery of a Shipment specified or indicated by PostNL Pakketten, if this term has been expressly agreed with regard to that Shipment.
- 10.3** With regard to the transport of (outgoing) International Shipments, the aimed-for transmission time depends on the country or the area of destination and the Service Level chosen by the Sender.

# Article 11

## Liability

- 11.1** The liability of PostNL Pakketten, both in the event of damage or loss and in the event of delay of Shipments (with the exception of International Shipments), is limited to the provisions stated in the GCT.
- 11.2** International Shipments are subject to the liability regime of the CMR (in the event of international transport by road, including any transport by ferry) or of the Warsaw Convention (if all or part of the transport takes place by air).
- 11.3** PostNL Pakketten reserves the right to display instructions relating to the execution of the transport service on the packaging used for the Shipment, and will not be liable in any way for any damage to this packaging.
- 11.4** If the Sender or the Addressee has taken out goods in transit insurance, PostNL Pakketten will, in case of liability, only compensate losses up to the Sender's or Addressee's excess.

# Article 12

## Additional services

On payment of the fee determined for that purpose, and fully subject to the provisions laid down in or pursuant to these General Terms and Conditions, the Service Level may be extended by one or several of the "Additional Services" specified in this article:

- 12.1** *"Increased liability"*
  - 1.** Unless expressly stated otherwise, PostNL Pakketten will compensate losses arising from the loss, damage or delay of Shipments with "increased liability" containing money, monetary instruments\*, precious metals, gemstones, pearls, objects or documents with value as objects of art or collector's items, and travel documents, exclusively in accordance with the (standard) limits applicable under the GCT or the Conventions.
  - 2.** At the Sender's request and on payment of the fee determined by PostNL Pakketten, Shipments may be sent with "increased liability". Domestic Shipments containing money, monetary instruments, precious metals, gemstones, pearls, objects or documents with value as objects of art or collector's items, and travel documents, must be sent with increased liability of EUR 5,500.
  - 3.** The amount of the "increased liability" must be specified in the Transport Document in the manner prescribed by PostNL Pakketten. This specification may be regarded as an express stipulation agreed between the parties to increase the liability of PostNL Pakketten within the meaning of Section 8:1102 of the Dutch Civil Code (*Burgerlijk Wetboek*).

4. In the event of losses imputable to PostNL Pakketten due to the loss of or damage to a Shipment with “increased liability”, the Sender or the Addressee may claim the shipping costs as well as compensation of the damage to the items transported in the Shipment, up to the amount of the “increased liability”.
5. The provisions of the CMR and of the Warsaw Convention on “special interest in delivery” (Article 26 of the CMR and Article 22(2) of the Warsaw Convention respectively) apply by analogy. Global Pack shipments (International Shipments outside the European Union as well as to Greece, Malta and Cyprus) come with increased liability of up to EUR 200 per Shipment, irrespective of their content. This applies both to single Shipments and to Batches of Shipments.
6. The provisions of Articles 12.1.1 to 12.1.5 inclusive do not apply to single Shipments for which no separate contract was concluded. These Shipments are subject to the following:
  - a. With regard to domestic Shipments, except for Shipments of 10-30 kg without Additional Services, and with regard to International Shipments excluding Global Pack and Shipments with Track & Trace of 20-30 kg sent within the European Union excluding Greece, Malta and Cyprus, “increased liability” of up to EUR 500 per Shipment – irrespective of the content of the package – is a standard part of the Service Level.
  - b. With regard to domestic Shipments, except for Shipments of 10-30 kg without Additional Services, and with regard to International Shipments with Track & Trace of 20-30 kg sent within the European Union excluding Greece, Malta and Cyprus, increased liability of up to EUR 5,500 per Shipment may be agreed upon request.
7. Based on the documentary evidence submitted by the Sender, such as the original proof of posting receipt, purchase or sales invoice and/or other legally valid proof of the value of the content, PostNL Pakketten will decide whether the Sender is eligible for any compensation within the meaning of this Article 12.

\* Examples of monetary instruments include telephone cards, gift vouchers, book and record tokens and admission tickets, as well as securities.

#### 12.2 *“Cash on delivery”/payment service*

1. At the Sender’s request and on payment of the fee determined by PostNL Pakketten, Shipments may be presented subject to “cash on delivery”/payment service.
2. In the event that the Shipment subject to “cash on delivery”/payment service is lost, damaged or delayed, PostNL Pakketten will only be liable for the resulting losses in accordance with Article 11. PostNL Pakketten will not be liable for any other losses, except in the event of wilful misconduct or gross negligence on the part of its managers.
3. PostNL Pakketten is entitled to set off (online) cash on delivery amounts still payable against amounts claimable from the Sender.

#### 12.3 *Signature for receipt*

1. At the Sender’s request and on payment of the fee determined by PostNL Pakketten, Shipments may be presented subject to “signature for receipt”. In the event that the Additional Services “increased liability” or “cash on delivery”/payment service are requested, “signature for receipt” will be a standard part of the Service Level.
2. With regard to International Shipments, except for International Shipments without Additional Services, “signature for receipt” is a standard part of the Service Level.
3. The drivers of PostNL Pakketten use handheld terminals that can produce door-to-door proof of delivery and an electronic signature as referred to in Section 3.15a of the Dutch Civil Code. The electronic signature replaces the signature handwritten in ink on the paper distribution list. The Sender and PostNL Pakketten agree that they accept the electronic signature, or where necessary a copy of this signature printed on paper, as proof of delivery. The Sender will inform the Addressee about this electronic signature.
4. The Sender agrees in advance that in the event that several Shipments or one or more Batches (whether presented for dispatch as a whole by that Sender alone or in combination with other senders) are delivered to an Addressee at the same time, the Addressee will provide one single “signature for receipt” for all the Shipments or Batches received at that moment, and that this “signature for receipt” will then be technically reproduced in order for the Addressee to provide or be able to provide that confirmation of receipt to the Sender for each individual Shipment or Batch delivered at that moment. After placing the single “signature for receipt”, the Addressee will be unable to claim non-receipt or late receipt (or other rights) towards PostNL Pakketten in respect of the individual Shipment or Batch.
5. The Addressee may opt to have the delivery made to a neighbour, in which case the “signature for receipt” as provided by the neighbour will count as a “signature for receipt” by the Addressee.

# Article 13

## Manner of delivery

### 13.1 *General*

1. Unless this cannot be reasonably required of PostNL Pakketten, deliveries are made on all days of the week, with the exception of Sundays (unless expressly agreed otherwise in a Transportation Agreement) and public holidays. PostNL Pakketten reserves the right not to deliver particular categories of Shipments on Saturdays. PostNL Pakketten will publicly announce this in good time.
2. Delivery is made to the address stated on the Shipment, or to a different address specified by the Addressee. In that case, PostNL Pakketten will be entitled to hand over a (domestic) Shipment without Additional Services, a domestic Shipment with “signature for receipt” or an International Shipment that cannot be delivered to the Addressee’s home or business address, to one of the Addressee’s neighbours.\*  
Where this happens, a written notification will be left in the Addressee’s letterbox. A delivery to neighbours will mark the end of the responsibility of PostNL Pakketten under the Transportation Agreement. If delivery to one of the Addressee’s neighbours proves to be impossible, or if it involves a Shipment with an Additional Service, a written notification will be left in the Addressee’s letterbox stating how and within what period the Addressee can take possession of the Shipment.
3. The delivery conditions laid down in Articles 13.1.1 and 13.1.2 apply both to domestic Shipments and to incoming International Shipments. The delivery conditions for outgoing International Shipments may differ from one country to another.

### 13.2 *Manner of delivery*

Delivery may take the form of

- a. placement in the letterbox or letter slot at the address stated on the Shipment,
- b. presentation for delivery to the Addressee’s post office box,
- c. handover to the Addressee, an adult housemate\*\* of the Addressee’s or the Addressee’s authorised representative, or to a staff member of the organisation indicated as the Addressee on the Shipment. This applies to most of the Additional Services;
- d. handover to neighbours (Article 13.1.2).

### 13.3 *First and second delivery*

Safekeeping

1. If delivery through placement in an appropriate facility or through handover to the Addressee or to another appropriate person is not possible, PostNL Pakketten will take the Shipment into safekeeping for a maximum period of two weeks. The conditions of safekeeping for outgoing International Shipments may differ from one country to another.
2. If delivery has proved impossible and PostNL Pakketten subsequently takes the Shipment into safekeeping, the Addressee will be notified of this in writing, which notification will in any case state the safekeeping location.
3. PostNL Pakketten will not take any Shipments into safekeeping which appear or are presumed to contain perishable goods.

### 13.4 *Procedure concerning undeliverable Shipments*

1. If the Addressee refuses the receipt of a Shipment, fails to collect it from the safekeeping / post office box location (after the expiry of the maximum safekeeping period of two weeks) or if the safekeeping of the Shipment is difficult for PostNL Pakketten because of the (apparent or presumed) content of the Shipment, the Shipment will be returned to the Sender (in the event of International Shipments: to the sender in another country).
2. Shipments which, for whatever reason, cannot be returned to the Sender, will be retained by PostNL Pakketten and kept at the Sender’s or the Addressee’s disposal for approximately another 12 months, unless PostNL Pakketten knows or considers it likely that (the content of) the Shipment is of no value, or safekeeping is difficult for PostNL Pakketten because of the content of the Shipment, in which case PostNL Pakketten is free to destroy or arrange the destruction of the Shipment, or to dispose of the Shipment in any other way it sees fit. Shipments which are considered to be of value will become the property of PostNL Pakketten after the aforesaid period of 12 months. In the event that PostNL Pakketten does not return a Shipment, it will endeavour to inform the Sender as to the manner in which the Shipment will be disposed of.

3. If the Sender refuses the return of a Shipment or fails to collect it from the safekeeping / post office box location (after the expiry of the maximum safekeeping period of two weeks), PostNL Pakketten will assume that the content of the Shipment no longer represents any value for the Sender, and PostNL Pakketten will immediately be free to dispose of the Shipment as it sees fit.
- \* The Sender may request that such a Shipment be delivered exclusively to the Addressee's address. In that case, no attempt will be made to deliver to neighbours. The Sender must clearly state this request on the address side of the Shipment. PostNL Pakketten provides free stickers for that purpose at postal outlets.
- \*\* Housemates do not include (fellow) boarding house or hotel guests, service personnel, landladies, landlords or hotel keepers.
4. If it appears to be impossible to hand over a Shipment in accordance with the applicable Service Levels for delivery and safekeeping, PostNL Pakketten will be entitled to pass on all or part of the costs associated with its return, safekeeping and/or destruction to the Sender.

## Article 14

### Information to the Sender and/or the Addressee

- 14.1 Through an enquiry to PostNL Pakketten, the Sender or the Addressee can obtain information about the execution of the Transportation Agreement for up to 30 days from the day of acceptance for transport of the Shipment, on condition that the bar code shown on the Transport Document is stated. In derogation from the previous sentence, the Sender has a period of six weeks in which to make enquiries about Shipments subject to "cash on delivery"/payment service. PostNL Pakketten is entitled to charge administration costs if the (initial) enquiry is made after the expiry of the relevant enquiry period.

## Article 15

### Notification of damage

- 15.1 Without prejudice to the provisions of Article 30 of the CMR or Article 15 of the GCT, PostNL Pakketten may assume that the Transportation Agreement was executed correctly if PostNL Pakketten has not been notified by the Sender within 30 days (which period is six weeks for cash-on-delivery Shipments) after the day of presentation of a Shipment, that the Shipment was not delivered, was damaged or delayed, or that the Transportation Agreement was otherwise not executed correctly.

# Article 16

## Applicable law and dispute settlement

- 16.1** All Transportation Agreements are governed by Dutch law.
- 16.2** Disputes involving a financial interest in excess of the applicable maximum amount that can be referred to the Subdistrict Court in civil-law matters (which are open to appeal) will be submitted to the competent court of Rotterdam.

# Article 17

## Protection of personal privacy

- 17.1** PostNL Pakketten uses the personal data (of Addressees and Sender) recorded in the context of the Transportation Agreement for the purposes of performing the Transportation Agreement and providing proper service. PostNL Pakketten processes personal data in conformity with the Personal Data Protection Act (Wet bescherming persoonsgegevens). Further information on this subject can be found in PostNL's privacy declaration.
- 17.2** The Sender will inform Addressees about the disclosure of their personal data and indemnifies PostNL Pakketten against all claims and costs arising from any failure on the Sender's part to comply with the applicable data protection regulations.
- 17.3** As a customer of PostNL Pakketten, the Sender will receive informative e-mail newsletters. This information is sent in order to keep the Sender informed of existing and new products and services. As a customer of PostNL Pakketten, the Sender agrees to receiving these informative newsletters. The Sender's contact persons will be added to the e-mail distribution list of PostNL Pakketten. The Sender can always unsubscribe via the opt-out facility provided at the bottom of each newsletter.

# Article 18

## Termination

- 18.1** Both PostNL Pakketten and the Sender have the right to terminate a Transportation Agreement with immediate effect, without judicial intervention being required, if one of the circumstances listed under a to d occurs:
  - a.** a party fails for more than seven days to fulfil its obligations under a Transportation Agreement;
  - b.** a party has applied for or has been granted a moratorium;
  - c.** a party has filed for bankruptcy or has been declared bankrupt;
  - d.** a party has lost the power to dispose of its assets.

# Article 19

## Confidentiality

**19.1** The existence and contents of a Transportation Agreement are confidential. The Sender will observe secrecy in respect of the existence or contents of a Transportation Agreement. If the Sender breaches this duty of secrecy, the Sender will owe an immediately due and payable penalty of twenty-five percent (25%) of the turnover per contract year with a maximum of EUR 10,000, without prejudice to the right of PostNL Pakketten to compensation of the losses actually sustained.

# Article 20

## Transfer of rights and obligations

**20.1** PostNL Pakketten is entitled to transfer the rights and obligations arising from a Transportation Agreement to another business pertaining to the PostNL N.V. group within the meaning of Section 2:24b of the Dutch Civil Code.

# Article 21

## Partial invalidity

**21.1** If a provision of the Transportation Agreement or of any terms and conditions governing this agreement should be invalid, unlawful or impossible to observe, this will not affect the remaining provisions of the Transportation Agreement or of those terms and conditions. The parties will agree a new provision serving the same purpose, on the understanding that this new provision will affect the spirit and purport of the Transportation Agreement as little as possible.

# Article 22

## Amendment of terms and conditions

**22.1** PostNL Pakketten is entitled to make amendments and/or additions to these terms and conditions. Unless provided or agreed otherwise, any amendments and additions will apply until further notice to all Transportation Agreements formed on and after the effective date of the amendments and/or additions announced by PostNL Pakketten.

**22.2** PostNL Pakketten is entitled to make amendments and/or additions to the terms and conditions of a Transportation Agreement. If PostNL Pakketten does so, it will announce this amendment and/or addition in writing or by e-mail at least 30 days before it takes effect.

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## More information

For more information, please call PostNL Pakketten  
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