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## PART A. GENERAL PROVISIONS

### Article 1. – Definitions

In these General Terms and Conditions the following terms shall have the following meanings:

1.1	ADR 2011: The treaty with regard to the transport of dangerous goods by road, binding by nature and applicable to all transport agreements Forwarding Agent enters into with Subcontractors on behalf of the Subcontractor;
1.2	Agreement: the Agreement between the Principal and Forwarding Agent to provide Services;
1.3	B2B-Parcel: A Parcel received for shipment from a entrepreneur and to be delivered at a Consignee who is also a entrepreneur;
1.4	B2C-Parcel: A Parcel received for shipment from a entrepreneur and to be delivered to a private address, including private addresses used for commercial purposes;
1.5	Chemical Substance: means a substance as defined in Directive 67/548/EEC, whether by itself or in a preparation, or a preparation, whether manufactured or obtained from nature and Dangerous chemicals regulated by Regulation No 689/2008 EG;
1.6	CMR: The Convention on the contract for the international carriage of goods by road;
1.7	COD (Cash On Delivery): The delivery of a Parcel that is done against payment by the Consignee of the invoice value to be paid to the Principal;
1.8	Collection Request: The receipt of a Parcel by the Forwarding by means of a Subcontractor who collects the Parcel from the Principal;
1.9	Consignee: The legal entity/natural person to whom the Parcels are to be delivered;
1.10	Damage: in case the Parcel is not delivered by the Consignee in the state it was delivered for shipment to the Forwarding Agent due to, but not limited to, scratches and dents;
1.11	Direct Representation: When Forwarding Agent or a third party engaged by it in the capacity of customs forwarding agent on behalf of and for account of the Principal makes declarations of import or export of goods and possesses

1.12	an "Authorization for Direct Representation" from the Principal;
1.12	Doculop: A transparent, sticking envelope in which a Transport Document can be inserted and which can be attached to the Parcel;
1.13	Document: Any waybill/airway bill/ insurance policy/invoice/letter of exchange/postal order or their electronic equivalents and any other document, whether or not electronic, that is necessary for the performance of the Agreement by Forwarding Agent;
1.14	DPD Parcel Shop: Locations at which Parcels can be received for shipment and delivered on assignment of Forwarding Agent;
1.15	Effective Date: The date on which the Agreement takes effect;
1.16	Forwarding: The organization and implementation of carriage, trans-shipment, order picking and distribution of Parcels;
1.17	Forwarding Agent: DPD (Nederland) B.V., a company organised under the laws of the Netherlands whose corporate seat is at Best (5684 PK) The Netherlands, Tormentil 10, registered with the Trade Register of Brabant, the Netherlands, under no. 09118128;
1.18	General Terms and Conditions: These general terms and conditions;
1.19	Indirect Representation: When Forwarding Agent or a third party engaged by it makes declarations of import or export of goods in the capacity of customs forwarding agent in its own name but for account of the Principal;
1.20	Limited Quantities: the transport of dangerous goods in limited quantities as stipulated in the ADR 2011;
1.21	MPSEXP-data: A digital file containing name, address and place of residence of the Consignee and the Options as described in Part H of these General Terms and Conditions;
1.22	NC (Non Conveyable) Parcels: The handling of Parcels which has to be done manually in full or in part because of their form or nature;
1.23	Parcel: The casing with contents made available to Forwarding Agent by the Principal;
1.24	(The) Principal; the Consignor and party to the Agreement;
1.25	Predict: The announcement send by the Forwarding Agent on request of the Consignee stating the day and timeframe in which a Parcel is likely to be delivered;
1.26	Services: All activities, including but not limited to Forwarding, required by Forwarding Agent to perform the Agreement under the conditions contained in the Terms and Conditions;
1.27	Software: Means any software (module), including future additions, modifications, interim releases, bug fixes and patches applicable to such software (modules) in use by Forwarding Agent;
1.28	Stackable: A Parcel is stackable if a Parcel can be placed on top of another Parcel of the same type without posing an increased risk of damage during carriage and handling;
1.29	Statutory Provisions: Any Treaty, Convention, Regulation, Law, government measure, or (other) rule coming from an international, national or local government organisation that applies to Services by Forwarding Agent;
1.30	Subcontractor: Any party involved in Services on assignment by Forwarding Agent;



- 1.31 Third Party: Any third party engaged by the Forwarding Agent for the performance of the Agreement;
- 1.32 Transit Time: The time it takes for the Parcel to be received for shipment by Forwarding Agent and to be delivered to the Consignee;
- 1.33 Transport Document: The waybill, bill of lading or Parcel label by which the Subcontractor or Third Party contracted by the Subcontractor confirms receipt of the Parcel and binds itself to deliver the Parcel to the Consignee;
- 1.34 Warehousing: The storage, custody, delivery to and acceptance in a depot, shed, bonded warehouse or warehouse of Forwarding Agent or a third party engaged by it;
- 1.35 Waybill: The Document whereby the Carrier or his agent (the shipper) acknowledges receipt of a consignment of Parcels and undertakes to deliver them as stated on the terms of the bill;
- 1.36 Working Day: Days on which a Subcontracting Agents delivers Parcels to Consignees. For the purpose of the Agreement The Algemene Termijnenwet of the Netherlands (Wet van 25 July 1964) (General Terms Law) shall be applicable.

## **Article 2. – Applicability**

- 2.1 The General Terms and Conditions shall apply to the Agreement and also to all other offers, acceptances and confirmations with regard to agreements with Forwarding Agent. Furthermore the General Terms and Conditions shall apply to future agreements between the Parties, without the need for having to declare these General Terms and Conditions explicitly applicable then.
- 2.2 Any other conditions of the Principal shall not apply, unless they have been accepted by Forwarding Agent in writing. Deviations from the General Terms and Conditions shall be possible in consultation, but may only be made in writing and with Forwarding Agent's unequivocal approval.
- 2.3 Apart from the General Terms and Conditions the latest version of the Dutch Forwarding Conditions shall apply to the Agreement. In the event of any conflict between the provisions of the General Terms and Conditions and the Dutch Forwarding Conditions, the General Terms and Conditions shall prevail. On demand Forwarding Agent shall hand the Principal a copy of the Dutch forwarding conditions free of charge. The Dutch forwarding conditions are also publically available at [www.fenex.nl](http://www.fenex.nl) and have been filed with the court registries of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam on 1 July 2004.
- 2.4 By signing the Agreement the Principal declares that the General Terms and Conditions and the Dutch Forwarding Conditions have been handed to him, and he has studied them and agrees to their contents.
- 2.5 In connection with Services for the performance of the Agreement, such as by shipbrokers, stevedores, Carriers, insurers, insurance intermediaries, storage and inspection businesses and the like that has been performed by Forwarding Agent, the conditions customary for the

relevant industry to which the operations belong shall apply, if Forwarding Agent is held liable in connection with those operations. In the event of any conflict between the above-mentioned conditions and the General Terms and Conditions of Forwarding Agent the latter shall prevail.

- 2.6 Forwarding Agent also stipulates its General Terms and Conditions as well as the Dutch Forwarding Conditions, in so far as they are not deviated from below, for the benefit of its Forwarding Agent branches outside The Netherlands cooperating with it as transit or reception depot.
- 2.7 Forwarding Agent reserves the right to amend these General Terms and Conditions unilaterally with observance of three months' notice.

## **PART B. COLLECTION FOR SHIPMENT AND DELIVERY**

### **Article 3.- Forwarding**

- 3.1. The Agreement comprises of:
  - a. engaging Subcontractors for the benefit and for the account of the Principal for shipment, transshipping and the delivery to the Consignee and performing the Options agreed upon;
  - b. the return shipment of Parcels that cannot be delivered to or are not accepted by the Consignee;
  - c. if delivery and/or return is not possible as a result of errors in the address or absence of consignor data, Forwarding Agent may open the Parcel to determine the name and address of the Principal or recipient; if this does not yield any result, the Parcel may be destroyed by Forwarding Agent.
- 3.2. Forwarding Agent shall be entitled, at its own discretion and option, to engage third parties including Carriers to perform the Agreement. Any third party engaged by Forwarding Agent shall be entitled in its turn to contract third parties. The conditions of the Agreement shall apply in full between the Principal and the third party engaged by Forwarding Agent.
- 3.3. Transit Times provided by Forwarding Agent are estimates and non-binding, unless parties have explicitly and in writing have agreed otherwise. The sole notification by the Principal of a date of receipt for shipment or shipment to the consignee does not bind Forwarding Agent.
- 3.4. Receipt for shipment or delivery to a Consignee on a terrain that is only accessible if specific conditions are met, such as protective clothing on a building site, is excluded from the Agreement.
- 3.5. Prior to the first delivery attempt by a Subcontractor both the Principal and the Consignee can provide Forwarding Agent with a new delivery address and/or a new delivery

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date. Any delay in delivery to the Consignee that is the result of the new instructions are for the account of the party that provided the new instructions.

- 3.6. In order to determine the status of the performance of the Agreement in different countries Forwarding Agent shall provide the Principal with Track and Trace Software.

#### **Article 4. – Collection for Shipment by Subcontractor**

- 4.1. On request of the Principal to the Forwarding Agent the Parcels shall be collected for shipment from the location given by the Principal by a Subcontractor.
- 4.2. Unless Parties have explicitly agreed upon differently in writing the collection for shipment shall occur only one time each Working Day, regardless of multiple requests of the Principal.
- 4.3. If a specific timeframe has been agreed upon for collection for shipment by the Subcontractor the Parcels are to be available for collection and need to comply with the requirements stipulated in article 10.1. Only Parcels available at the side of the premises bordering the public road or on the premises at a location intended for loading of goods shall be collected for Shipment by the Subcontractor.
- 4.4. The Parcels are to be provided with a Transport Document and the Principal is only allowed to deliver the Parcels to the Subcontractor after signing the Transport Document. Also the Parcel is to be delivered to the Subcontractor on the same day the Parcel Label mentioned in article 10.1 sub a of these Terms and Conditions is attached to the Parcel.

#### **Article 5. – Collection at DPD Parcel Shop**

- 5.1. The Principal can offer Parcels with a gross weight of maximally 10 kg and a length of maximally 70 cm at the longest side and a circumference of maximally 120 cm himself at every DPD Parcel Shop during Working Day.
- 5.2. Via DPD Parcel Shop Parcels can be delivered by Subcontractors to all destinations in the European Union, except for Greece, Cyprus, Malta, Switzerland, Norway, the Canary Islands and the French Dom-Tom gebieden (départements et territoires d'outre-mer).
- 5.3. Although the Forwarding Agent cannot be bound to do so, it shall pay claims in conformity with article 23 (3) CMR (based on gross weight) and – in special circumstances to be determined by the Forwarding Agent in conformity with article 29 (1) CMR. Compensation shall not, however, exceed Forwarding Agent's insurance coverage of € 520 per parcel.
- 5.4. Collection at DPD Parcel Shop with the Option Higher Insurance, C.O.D. or ID Check is not possible. Collection with the Option DPD Predict is only possible if the

Transport Document stipulated in article 10.1 sub a is the Parcel Label made by the Software.

#### **Article 6. – Reception of Parcels**

- 6.1. If the conditions of article 4 have been met the Subcontractor shall collect the Parcels. The number of Parcels and their content shall not be checked under the condition that such a check is impossible or inconvenient provided that the Parcels are offered by Principal in sealed containers or pallets. In such case the number of received Parcels shall be determined solely – the exact number of Parcels accepted shall be determined on the basis of the number of Parcels scanned by Forwarding Agent, subject to evidence to the contrary by Principal.
- 6.2. Under no circumstances shall the signing of a Transport Document by the Subcontractor entail any acknowledgement of Forwarding Agent with regard to the content of a Parcel or the sufficiency of the packaging.
- 6.3. The Principal declares that the Consignee or other receiver of the Parcel, if so required by Forwarding Agent's Subcontractor, signs a Transport Document as proof of delivery of the Parcels. Any computerized record of the Consignee's/receiver's signature obtained from the Transport Document shall be conclusive evidence of the delivery of (the quantity of) Parcels.

#### **Article 7. – Delivery at address Consignee**

- 7.1. Delivery takes place by having the Subcontractor handing the Parcels over to the Consignee or any other individual (of age) present at the delivery address and who is prepared to accept the Parcel. The Subcontracting Agent engaged by Forwarding Agent is not obliged to and shall not establish or investigate the age or authority of the person taking receipt of the Parcel.
- 7.2. Under the condition the Subcontractor has not found anyone to take receipt of the Parcel on the first attempt he shall make a second attempt to deliver the Parcel. If the second attempt is also unsuccessful the Subcontractor shall perform a third, and last, attempt to deliver the Parcel on the request of the Consignee.
- 7.3. Delivery shall take place by delivery of the Parcel at the address of the Consignee designated by the Principal at the side of the premises nearest to the public road or on the premises at a location intended for loading of goods.
- 7.4. If an attempt to deliver the Parcel at the address of the Consignee designated by the Principal is unsuccessful the Subcontractor has the right to deliver the Parcel to an adjacent address, by which he shall be deemed to have performed his obligation to deliver the Parcel. In such case the Subcontractor shall leave a message concerning the delivery at the address of the Consignee designated by the Principal.



## Article 8. – Delivery at alternative address

- 8.1. If no one is found prepared to accept the Parcel at the address of the Consignee the address where the Parcel is to be delivered can be changed on the request of the Principal or Consignee to another address in the Netherlands, such as a DPD Parcel Shop (from which the Parcel can be collected by the Consignee).
- 8.2. In case the Parcel is not collected from a DPD Parcel Shop within 7 calendar days it shall be shipped back to the Principal. In that case the tariffs and surcharges as defined in article 14 shall not be returned to the Principal/Consignee.
- 8.3. After the Parcel has been delivered by the Subcontractor at the DPD Parcel Shop no other alternative address where the Parcel is to be delivered can be requested.
- 8.4. Delivery to a DPD Parcel Shop is not possible in combination with the Option Higher Insurance, C.O.D. or ID Check.

## Article 9. – Delivery to third parties

- 9.1 Forwarding Agent shall maintain a database of locations ("alternative delivery locations"), designated by Consignees known to it, who have who have granted approval for delivering Parcels at these alternative delivery locations. Forwarding Agent is not obliged to inform the Consignor/Principal of (an) alternative delivery address(es) of (a) Consignee(s).
- 9.2 The Principal agrees to Parcels being delivered to the alternative delivery locations of the Consignee, without further communication of this to the Principal.
- 9.3 Unless the contrary is proved, Parcels are deemed to have been delivered, if the Subcontracting Agent, who has been assigned to deliver the Parcels at the (alternative) delivery address, declares to have delivered the Parcels.

## **PART C. PARCELS**

### Article 10. – Parcel

- 10.1 The Forwarding Agent shall only accept Parcels if the labels, packaging, the weight and the volume meet the following specifications:
  - a. The Parcels must be provided with an inseparable, machine-readable bar code label printed by means of Software, which contains the correct address data (not P.O. Box number) and country code of the Consignee. The Parcel labels must be produced by means of

- b. Software made available by Forwarding Agent (article 29 of these Terms and Conditions);
- b. Normal Parcels have a maximum weight of 31.5 kg; a maximum length of 175 cm and a maximum circumference of (double width plus double height plus length) of 300 cm. Small Parcels have a maximum weight of 3 kg; a maximum length of 50 cm and a maximum perimeter of (double width plus double height plus length) of 111 cm;
- c. The Parcels must be suitable for processing in automatic sorting machines and mechanical transshipment; a Parcel must at least be able to pass a diagonal drop test from a height of 80 centimeter and a pressure of 100 kg;
- d. Parcels are to be packed tear free and leakage proof, in such a way that the contents cannot shift within the packaging. Any non-current information on the packaging material must be either removed or rendered illegible;
- e. Parcels are to be sealed with tape in such a manner that it is impossible to open the Parcel without leaving traces;
- f. Parcels are to be packed in such a manner that the contents are immune to changing climatic circumstances;
- g. Buckets, cans and bottles are to be packed in a packing approved beforehand by Forwarding Agent (PTZ packing) (polysterol/polysterene foam);
- h. Prior to the collection for shipment and the Delivery the Principal shall send to Forwarding Agent the filled in MPSEXP-file;
- i. The Principal shall provide the Forwarding Agent with the telephone number, if possible the mobile phone number and the email address of the Consignee by means of the Software. Also the Principal shall inform the Forwarding Agent of the Servicecode generated by the Software.
- 10.2 If the Principal does not perform any of the above requirements the Forwarding Agent and this leads to increased costs for the Forwarding Agent, the latter is allowed to charge a surcharge and a tariff change unilaterally.
- 10.3 If the packing, the weight or the size of the Parcel does not meet the requirements mentioned in paragraph 10.1, the Forwarding Agent may decide to handle the relevant Parcel nevertheless, as NC Parcel. Also the Forwarding Agent has the right to return the relevant Parcel to the Principal, destroy it, Warehouse it for a maximum of 3 Working Days, or claim compensation, if the conditions of article 10.1 are not met.
- 10.4 If the Principal is not the owner of the contents of the Parcels he shall be considered the representative of the owner with regard to the Agreement and if third parties have an interest in the contents of the Parcels, the Principal shall also be considered their representative.
- 10.5 The Principal accepts that Forwarding Agent and the Subcontracting Agents engaged by it and also government agencies authorized for this purpose, including the customs, shall always be entitled to open or inspect the Parcel. The exercise of this right shall leave intact the liability of the Principal for the customs declaration of the Parcel.



**Article 11. – Refusal of Services**

- 11.1 Forwarding Agent shall be entitled but not obliged to verify whether a Parcel may be refused for Services and at all times reserves the right to refuse to provide Services:
  - a. with regard to all Parcels that fail to meet the specification as referred to in article 10.1;
  - b. with regard to any Parcel that by reason of the dangerous or other character of its contents may, in the sole judgment of Forwarding Agent, soil, taint, or otherwise damage other goods or equipment, or that is improperly packed, that contains prohibited or restricted commodities or is not Stackable;
  - c. if the Principal fails to meet its obligation of payment to Forwarding Agent;
  - d. if it appears to Forwarding Agent that it is unsafe, unprofitable or operationally inconvenient to provide Services;
  - e. in connection with goods of special value, including goods that consist in part or in full of precious stones, precious metals, pearls, antiques, art, fur, carpet and jewels;
  - f. money, certificates, documents, negotiable instruments, securities (coins, banknotes, currencies, tenders, cheques, credit cards, letters of exchange, title to bearer and other titles) and documents that embody a performance in money;
  - g. in connection with watches, gift vouchers, coupons, tickets and leather goods in so far as they each exceed a value of € 520;
  - h. in connection with Parcels whose value of the contents exceeds € 13,000;
  - i. in connection with Parcels whose transport, the contents or appearance of the contents violates Statutory Provisions. The aforementioned also applies if the content exists of loose parts which in combination with each other violate Statutory Provisions;
  - j. in connection with hazardous or rapidly perishable goods and goods that must be refrigerated, substances present on the list as referred to in the sections 2, 3 and/or 3a(5) of the Opium Act, live or death animals, medical or biological test objects, medical waste, human remains, human parts/organs, plants and flowers and also the goods that in the opinion of Forwarding Agent may be qualified as foodstuffs, funeral urns, technology for double use, invitations for tenders;
  - k. in the event of cross-border transport:
    - goods whose import or export is forbidden or is only permitted with special permits according to the guidelines of the relevant countries of dispatch, transit and delivery;
    - goods for which a value has been indicated in article 24 of the CMR or for which a declaration of a special interest in delivery has been issued as referred to in article 26(1) of the CMR;
  - l. with regard to means and goods that can neutralize or render defenseless a person, including but not limited to all types of teargas, pepper spray and similar chemicals and gases, in pistols, cartridges or other canister types and other incapacitating or eliminating devices such as electric truncheons, electronic instruments and all types of weapons and munitions (of all categories);
  - m. forgeries, including counterfeits, imitations, (slavish) copies that create the danger of confusion, simulations

- n. and copies made without the permission of the person entitled; goods to be exported of which the Documents necessary for the performance of the Agreement are absent or for which the suspicion exists that they are absent or whose Documents have not been applied to the Parcel in a manner visible to the Software;
  - o. in connection with any object that, although not included in any of the above-mentioned categories, could constitute a danger to third parties, public health, the environment or the safety of installations, buildings, third parties or means of transport or could damage other Parcels as a result of its nature or packing;
  - p. goods that have been legally attached or seized.
- 11.2 The acceptance of goods that have been excluded in conformity with article 11.1 does not mean that refusal of Services has been waived.
  - 11.3 Forwarding Agent shall be entitled, in order to avoid danger, and also to limit damage, to destroy Parcels excluded from Services, offered by the Principal, on the understanding that the Principal shall be notified of this.
  - 11.4 The Principal shall be liable to Forwarding Agent for any damage that the Parcels mentioned under paragraph 1 of this article cause to persons or to its property or other persons' property and shall indemnify Forwarding Agent from all claims of third parties that are the result of these Parcels being offered.

**Article 12. – Dangerous Substances / ADR / Limited Quantities**

- 12.1 Services shall not be performed with regard to Parcels containing dangerous substances as stipulated in article 1 (1b) of the Dutch Law on Transportation of Generous substances, such as explosive substances and objects, compressed, liquefied or pressurized gasses, flammable liquids, flammable substances, substances that can self combust, substances that develop into flammable gasses upon contact with water, substances that excite fire, organic peroxides, poisonous substances, corrosive acids and other substances that can be harmful to humans and the environment.
- 12.2 In exception to article 12.1 the delivery of Parcels containing dangerous substances is allowed if:
  - a. The Parcel contains a limited quantity of dangerous substances as stipulated in Chapter 3.4 ADR 2011, the Parcel Label mentioned in article 10.1 (a) states "dangerous substances in limited quantities, containing XX kg" and the Parcel shows the square shaped mark as stipulated in the ADR 2011;
  - b. The Parcel is provided with packaging approved of by the Forwarding Agent prior to Collection for Shipment;
  - c. The EMPSEXP-file mentioned in article 10.1 (h) mentions the limited quantity of dangerous substances concerned.
- 12.3 Under the condition that the Principal violates the provisions of this article, he shall immediately, without any further action or formality being required, become liable to Forwarding Agent for an immediately due and payable penalty of € 25.000 (Twenty Five Thousand Euro) for each Parcel by which he is in default, without Forwarding Agent having to prove any loss or damage, and without



prejudice to the right of Forwarding Agent to claim damages if there are grounds for doing so.

## PART D. COSTS

### Article 13. – Payment and Invoicing

- 13.1. The Principal is at all times (jointly and severally) liable for payment of the tariffs, costs, (sur)charges, expenses and levies.
- 13.2. All tariffs, costs, (sur)charges, expenses and levies in relation to Forwarding Agent due by a Consignee according to an agreement between Principal and Consignee become payable by Principal in the event of non-payment by the Consignee upon first request.
- 13.3. Forwarding Agent 's invoice shall specify the Services during the period to which the invoice relates. The invoice shall be sent to the Principal's postal or email address stated by the Principal to Forwarding Agent.
- 13.4. Invoices shall be dispatched on a two-weekly basis. Payments must be made within 14 days after the date of the invoice. Unless something else has been agreed explicitly, payment must be made by direct debit. Termination of a direct debit will have to be considered non performance of the Agreement.
- 13.5. Invoices shall be deemed to have been accepted by the debtor, unless Forwarding Agent receives a written protest within 40 Working Days after the invoice date.
- 13.6. If the Principal acts in the performance of a profession or business and/or is a legal entity, the statutory commercial interest pursuant to section 6:119a of the Civil Code shall be due and payable for the period that the Principal is in default.
- 13.7. Payments (including those received by the Consignee of a COD-assignment) shall be used in the first place to reduce the overdue interest, subsequently the accrued interest, subsequently to reduce the costs and finally to reduce the principal amount.

### Article 14. – Tariffs and Surcharges

- 14.1 The rates are stipulated in the Agreement and are based on submitting shipment and are based on the volume of Parcels registered in depots of the Forwarding Agent. Forwarding Agent reserves the right to change its rates annually in conformity with the NEA index (www.NEA.nl). The rate change shall take effect three months after it has been announced. This rate change shall have retroactive effect to a period of three months prior to the change.

- 14.2 Furthermore, Forwarding Agent reserves the right to change its rates in accordance with the NEA-index each quarter of a year starting at the Effective Date, with immediate effect, if the anticipated annual volume agreed upon is not achieved by Principal and in order to reflect the amount of any increase or decrease in the costs of Forwarding Agent's performance of the Agreement arising as a consequence of a change of the rates applied by its Subcontracting Agents, providing these rates are not unusual. The change shall have retrospective effect with regard to fees due for three month prior to the change.

- 14.3 Surcharges shall be levied:
- on NC-Parcels;
  - for interventions on assignment of the Principal that cannot be performed with the Software;
  - for stamps and office expenses;
  - for a request for confirmation of delivery of a Parcel that has been presented to Forwarding Agent 12 to 24 months ago (confirmations with regard to Parcels offered more than 24 months ago are not possible);
  - if the Principal does not use the Software in order to produce Parcel labels;
  - In case of Collection Requests that cannot be performed due to acts or negligence of the Principal or Consignee;
  - for import declarations;
  - for export declarations with regard to Parcels with a value above € 1.000 that are send to one Consignee on one day;
  - in case of violation of the dimension and weight of the Parcel, as stipulated in article 10.1 of the General Terms and Conditions.

- 14.4 All surcharges shall be additional, fixed amounts indicated on the DPD Pricelist at the time that the Parcel is scanned into the Software or in the Agreement.

### Article 15. – Taxes/Levies

Without prejudice to the Dutch Forwarding Conditions Principal shall pay to Forwarding Agent, or reimburse Forwarding Agent as appropriate, all amounts due for turnover tax on the Services such as VAT, import duties, and for other taxes which are measured directly by payments made by Principal to Forwarding Agent.

### Article 16. – Documents

- 16.1 Notwithstanding the provisions in article 8 of the Dutch Forwarding Conditions the Principal guarantees that it will provide Forwarding Agent or third parties engaged by it with every (original) Document (if possible) at least 4 days prior to the presentation of the Parcels to Forwarding Agent or the Subcontracting Party engaged by it.
- 16.2 All Documents required for delivery shall authorize Forwarding Agent or the Subcontractor engaged by it to take receipt of the Parcels in the designated place of receipt.
- Furthermore the Transport Document shall mention the latest version of the applicable Incoterms if applicable on the



agreement between the Principal and the Consignor. If no version of the Incoterm is mentioned, Forwarding Agent shall be free to presume that the latest version of the Incoterms applies.

- 16.3 The Principal shall be liable for all costs and damage resulting from:
  - a. the inaccurate, incomplete or incorrect contents of the Documents;
  - b. the lack of information required by Statutory Provision without which the Agreement cannot be performed.
- 16.4 In the case of Services aimed at Dangerous Substances as stipulated in the ADR 2011 and Chemical Substances the Principal shall be obliged to provide Forwarding Agent with an insurance policy showing unequivocally that there is sufficient cover and also the proof of payment of sufficient premium on the insurance.
- 16.5 In the event of carriage to or transit through countries outside the EU, all necessary customs and export forms must be attached to the Parcel by means of a Dokulop.
- 16.6 Except for the case of explicit acceptance that Forwarding Agent will act as Direct Representative for the Principal, the Principal itself shall be responsible for the Documents necessary for export and transit and if required for the customs declaration (clearance). The import declaration in the country of receipt shall be made locally, whether or not by a DPD system partner. The corresponding costs, and also local levies, whether or not made additionally, including import levies, excise duties, clearing costs and VAT shall be payable by the Principal Forwarding Agent, in addition to other costs and rates.
- 16.7 Forwarding Agent shall never act as an Indirect Representative.
- 16.8 A surcharge shall be made for the supply/dispatch of copies of Documents for which no obligation exists.

- c. when the requirements of parcels stipulated in article 10.1 are not met;
- d. in the case of force majeure as referred to in article 19;
- e. when the damage may be imputed to an act or omission of the Principal, the Consignee or any of their subordinates;
- f. when the damage has (partly) been caused by the packaging;
- g. when the delay has been caused or is related to customs formalities;
- h. when collection for shipment by the Forwarding Agent as defined in Part B of these Terms and Conditions cannot be determined;
- i. if the claim has not been reported to the Forwarding Agent within the time-limit of 15 Working Days stipulated in article 20.1;
- j. when the notice by the Forwarding Agent of the day and timeframe in which the Parcel was to be delivered on request of the Consignee or Principal was wrong or has not reached the Consignee.

- 17.3 Forwarding Agent shall not be liable for loss of profit, consequential loss, immaterial loss, direct or indirect damage of any nature whatsoever (including but not exclusively trading loss and loss of goodwill), the loss of the Parcel, loss of profit or interest and the costs for recovering the contents of the Parcel or the information attached to Parcel.
- 17.4 Forwarding Agent is not held to make any inquiry with regard to any agreement between Consignee and Consignor and/or other stakeholders in the (delivery of the) Parcels and is not liable for any damages that are related to the conditions of these agreements.
- 17.5 If the Principal performs a return shipment, Forwarding Agent shall not be liable for any damage that arises between the time of receipt by the Consignee and the time of delivery by the Consignee at the point of delivery/the DPD Parcel Shop.
- 17.6 In the event of non-compliance with the Agreement, or any other obligation of the Principal arising indirectly from the Agreement, Principal shall be liable for all direct or indirect damage or loss. This liability applies towards Forwarding Agent and any third party employed by Forwarding Agent incurring damage.

**PART E. LIABILITY AND CLAIMS**

**Article 17. – Liability**

- 17.1 Subject to the provisions in the articles 1 and 11 of the Dutch Forwarding Conditions Forwarding Agent shall only be liable in accordance with Book 8, title 2 part 3 of the Civil Code. If Forwarding Agent does not issue a forwarder's statement as referred to in section 8:62 of the Civil Code, the liability limitations in the general conditions customary in the industry that the Services refer to shall apply.
- 17.2 Unless the damages are the result of intent or gross negligence of the Forwarding Agent all liability for damage caused by delayed delivery, loss or damage of Parcels is excluded (non accumulative):
  - a. when the Parcels comply with the properties mentioned in the article 11.1;
  - b. when it concerns a NC Parcel;

**Article 18. – Indemnity**

- 18.1 Except in the event of willful conduct and/or gross negligence on the part of Forwarding Agent the Principal shall indemnify Forwarding Agent, its legal successors and third parties engaged by it, employees, managing directors and agents from and against all claims, compensations, liabilities and expenses (including reasonable lawyer's fees) as a result of a default with regard to:
  - a. the requirements stipulated in article 10.1. Also the Principal indemnifies the Forwarding Agent against all liability that may arise out of a default with regard to articles 11.1 and 12;



- b. any provision that leads to liability based on the European Union Customs Code and all regulation that is based on it;
- c. the other provisions of the Agreement and these Terms and Conditions, in so far the liability exceeds the Standard Insurance of € 520 per Parcel.

In case the claim does not contain the aforementioned information the Forwarding Agent has the right to decline the claim.

20.3 If the aforementioned requirements are met and the Parcel is insured as stipulated in article 21 the Forwarding Agent shall pay out damages under the conditions of that article, unless the Forwarding Agent issues a forwarder's statement as referred to in section 8:62 of the Civil Code.

20.4 If the requirements of 20.1 and article 21 are met, but the Parcel has not been registered by the Software in a depot of the Forwarding Agent, the Forwarding Agent shall – in case of domestic transport in the Netherlands – pay out damages on the basis of article 8:1105 Civil Code and in case of international transport on the basis of article 23 (3) CMR (on the basis of gross weight of the Parcel), unless the Forwarding Agent issues a forwarder's statement as referred to in section 8:62 of the Civil Code.

20.5 If a claim is submitted and the Forwarding Agent pays out the claim or part of the claim pursuant to article 20.3 or 20.4 the Principal hereby grants an irrevocable power of attorney to Forwarding Agent to collect the claim in respect of the engaged third party that is liable for the damage.

20.6 The claim may not be transferred to third parties.

20.7 Claims submitted to Forwarding Agent shall be set off with any payment obligations of the Principal in respect of Forwarding Agent before being paid.

## Article 19. – Force majeure

- 19.1 "Force Majeure Event" shall mean any event beyond a Party's control, including but not limited to: armed robbery, acts of war, acts of public enemies, terrorist attacks, governmental orders relating to the foregoing, insurrections, riots, sabotage, earthquakes, floods, acts of God, embargoes, authority of laws, labor disputes (including strikes, lockouts, job actions or boycotts), fires, explosions, or failure in electrical power, heat, light, air conditioning or communications equipment.
- 19.2 Any delay in the performance of any duties or obligations of either party shall not be considered a breach of the Agreement if such delay is caused by changes in (traffic) regulations (road toll surcharge, extreme diesel increase), disruptions in sea or ground transportation networks involving extra transport means, latent defects or inherent vice in the contents of Parcels, a labor dispute, market shortage of materials, fire, earthquake, flood or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable.
- 19.3 To the extent that either party's performance (except payment obligations) is precluded or delayed by a "Force Majeure Event" such performance shall be excused for the time necessitated by such Force Majeure Event.

## Article 20. – Claims Procedure

- 20.1 If a Parcel has not been delivered or has been delivered delayed, or has been delivered Damaged this has to be reported within 15 Working Days after the Forwarding Agent has delivered or should have delivered the Parcel under the conditions of Part B of these General Terms and Conditions.
- 20.2 In order to judge a claim at least the following information needs to be send to the Forwarding Agent:
  - a. The name of the Principal and his account number at the Principal;
  - b. An affidavit concerning the insurance coverage of the content of the Parcel;
  - c. The Transport Document with regard to the Parcel;
  - d. In case Forwarding Agent requests so, the original packing and/or the damaged goods, the invoices and all other information necessary in order to determine the value of the Parcel and/or the cause of the loss of value;
  - e. The date of delivery to the Forwarding Agent;
  - f. The content of the Parcel or – if the content is unknown or lost – the invoice with regard to the content of the Parcel.

## Article 21. – Standard Insurance

- 21.1. Every Parcel shall be subject to the standard insurance taken out by Forwarding Agent, from the time that the Parcel has been collected for shipment and has been scanned into the logistic system of Forwarding Agent by the Software. Forwarding Agent shall be the insured party, policyholder, and also beneficiary of the insurance.
  - a. If the Parcel is covered by the insurance taken out by Forwarding Agent, Forwarding Agent shall pay per Parcel including compensation of the shipping costs a maximum of € 520. Excluded from payment by Forwarding Agent shall be packing and handling costs and VAT amounts.
  - b. The Forwarding Agent reserves the right to refuse payment under the condition the requirements of article 20.1 are not met and/or if she is not liable pursuant to article 17, 18 and/or 19 of these Terms and Conditions.
- 21.2. The value of the Parcels shall be determined by the purchase value of replacement goods of the same kind and quality and, if the aforementioned value cannot be determined by the market value. The burden of proof as regards the calculation of the damage is on the Principal.
- 21.3. Not subject to the cover of the insurance shall be:
  - a. Parcels for which an insurance cover exists elsewhere, irrespective of the beneficiary of this insurance, unless such an insurance pays out only part of the loss; in that



- last-mentioned case the insurance shall give title to payment of an amount of € 520 minus the amount for which a claim on this other insurer exists;
- b. Parcels referred to in article 11.1;
  - c. Parcels for which no Transport Document can be submitted;
  - d. Parcels that have not been scanned by the Software;
  - e. Damages that may occur in view of the nature of the goods, their packing and the automated method of handling of these Parcels in the event of a normal careful handling (for instance scratches and dents of a minor nature, damage as a result of breakage of very fragile articles such as objects of glass, china, ceramics, stone, hard plastic, sugar or chocolate articles and cast iron objects);
  - f. unpacked goods such as tires and jerry cans;
  - g. damage to the contents of the Parcel and the product packaging if that product packaging is used as transport packing and the Parcel has consequently not been supplied to Forwarding Agent in transport packing in conformity with article 10.1 of these General Terms and Conditions. Product packaging offers information about the product and is an essential component of the concept of the product;
  - h. lost Parcels in case these Parcels had been bound together with other Parcels.
- 21.4. Damaged Parcels and partial shortage:
- a. if the Parcel is delivered with externally visible damage or partial shortage without the Consignee giving Forwarding Agent notice of a written reservation, with a statement of the general nature of the damage or the loss, at the time of or immediately after acceptance of the Parcels, the Consignee shall be deemed to have received the Parcel in the same state as the one in which it was supplied;
  - b. if the damage or a partial shortage may be considered hidden and the Consignee has not given Forwarding Agent notice of a written reservation, with a statement of the general nature of the damage or the loss, within one week (including weekends and public holidays) after accepting the Parcel, the Consignee shall also be deemed to have received the Parcel in the same state as the one in which it was supplied. For cross-border shipments a period of one week (including weekends and public holidays) shall be observed.
- 21.5. When a claim is submitted on the basis of this article, the Principal must, on request of the Forwarding Agent, – subject to rejection of the claim – supply the original packing and/or the damaged goods, the purchase and sales invoices and all other data that may be important for the assessment of the value of the Parcel contents and/or the cause of damage.
- 21.6. In case of return shipments the Forwarding Agent shall not pay out damage that is the result of loss of the Parcel or part of it.
- 21.7. Only the Principal may claim Forwarding Agent's payment of the insured amount referred to in article 21.1 and the claim resulting from this shall not be transferrable to third parties.

- 21.8. Claims submitted to Forwarding Agent shall be set off with any payment obligations of the Principal in respect of Forwarding Agent before being paid out.

## **Article 22. – Statute of Limitations**

All claims on Forwarding Agent – including those in connection with COD deliveries – shall lapse on expiry of a period of 9 months, which period shall commence on the day that the Parcel has been delivered or should have been delivered.

## **Article 23. – Pledge, Lien and Deposit**

- 23.1 The Principal accepts the right of pledge and right of lien of Forwarding Agent over any goods and documents Forwarding Agent's possession, by way of security for all receivables (invoices, interest, costs incurred, etc.) held against it by Forwarding Agent.
- 23.2 Principal guarantees that the Parcels are its property and that it is able to provide Forwarding Agent with the aforementioned right of pledge and lien.
- 23.3 If a credit control examination by Forwarding Agent shows that the Principal's position of payment is such that fulfillment of the obligations of payment is not self-evident, the Principal shall pay a deposit on Forwarding Agent's first request within 5 Working Days after the request. The deposit shall be settled by Forwarding Agent with outstanding invoices, interest, costs incurred etc.
- a. In that case Forwarding Agent shall keep the Principal annually informed of the latest amount of the deposit.
  - b. Non-fulfillment of the obligation to pay a deposit shall entitle Forwarding Agent to suspend, terminate or dissolve the performance of the Agreement.
  - c. If the Agreement is terminated or dissolved, Forwarding Agent shall be entitled to set off claims on the Principal with the deposit paid.
  - d. As the occasion arises, a positive balance shall be paid out within two months after termination or dissolution to the Principal. Forwarding Agent shall owe no interest on this, however.

## **Article 24. – Non-disclosure**

- 24.1 Neither Party shall disclose any terms of this Agreement to anyone other than its attorneys, accountants, (Subcontracting) Agents or professional advisors or to any investor or potential investor who agrees to maintain the confidentiality of such information.
- 24.2 Notwithstanding the foregoing, either Party may make limited disclosure of the terms of this Agreement to the extent required by law, provided that the disclosing Party:
  - b. provides the non-disclosing Party reasonable prior notice of such disclosure, and
  - b. uses its best efforts to protect and limit the disclosure of such information to the extent possible.



**Article 25. – Penalty**

- 25.1 In the event that Principal breaches any of its obligations under the Agreement it shall immediately, without any further action or formality being required, become liable to Forwarding Agent for an immediately due and payable penalty of € 50.000 (Fifty Thousand Euro) for each such breach and for a periodic penalty payment of € 25.000 (Twenty Five Thousand Euro) for each day or part of a day such breach continues, without Forwarding Agent having to prove any loss or damage, and without prejudice to the right of Forwarding Agent to claim damages if there are grounds for doing so.
- 25.2 Article 25.1 does not prejudice or entail a waiver of any claim, whether in tort or contract, that may arise out of a default by Principal.

**PART F. END OF AGREEMENT**

**Article 26. – Term, Notice of termination and Dissolution**

- 26.1 The Agreement shall take effect on the Effective Date and shall replace all prior agreements and arrangements between the Parties from that date.
- 26.2 The Agreement shall be entered into for a definite period and subsequently renewed tacitly for a period of one year, unless the Agreement is terminated in accordance with this article.
- 26.3 The Agreement may be terminated by each of the Parties in a period of thirty (30) days after the notice of termination has been received by the other party.
- 26.4 The Agreement may be dissolved with immediate effect by Forwarding Agent if the Principal fails attributable in the fulfillment of its obligations pursuant to the Agreement and if Forwarding Agent has sound reasons to presume that the Principal will fail attributable.
- 26.5 Parties shall be entitled to dissolve the Agreement, on which occasion the other party shall be deemed to be immediately in default and all outstanding obligations of payment shall be due and payable immediately if:
- a. failure to fulfill the Agreement as a result of which the other Party cannot reasonably be expected to continue with the Agreement;
  - b. payment moratorium on the part of the other Party (or an application to that end, where the other Party has an eligible debt to the interested Party);
  - c. the appointment of a provisional liquidator to the other Party;
  - d. bankruptcy of the other Party;
  - e. dissolution of the other Party (whether or not after winding-up).
- 26.6 Termination or expiration of the Agreement shall not extinguish any of Principal or Forwarding Agent's obligations under the Agreement which by their terms

continue after the date of termination or expiration.

- 26.7 Upon termination of the Agreement for any reason, any amounts owed under the Agreement will be immediately due and payable and all property of Forwarding Agent is to be returned by Principal.
- 26.8 If the Agreement is terminated in accordance with this article, for any reason, Principal cannot claim compensation for loss of earnings, loss of profits and/or in connection with costs resulting from the termination.

**PART G. OTHER PROVISIONS**

**Article 27. – Address**

- 27.1 Unless Parties agree otherwise explicitly otherwise in writing the Principal shall have a postal address in the Netherlands or another Member State of the EU. The Principal shall inform the Forwarding Agent of all changes with regard to his postal address.
- 27.2 The Principal shall always be obliged to inform Forwarding Agent about its latest postal and e-mail address where it may be reached. All consequences of non-fulfillment of this obligation shall be for account of the Principal.
- 27.3 Forwarding Agent is not liable for any damage as a result of non-fulfillment of the obligation as referred to in article 27.2 on the part of the Principal.

**Article 28. – Notices**

- 28.1 Any notice required by the Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery Services.
- 28.2 Without prejudice to proof of receipt a notice by Forwarding Agent shall be considered to be received by Principal three Working Days after it has been send.
- 28.3 The Algemene Termijnenwet of the Netherlands (Wet van 25 juli 1964) (General Terms Law) is applicable to all notifications in relation to this Agreement.

**Article 29. – Software and Hardware**

- 29.1. The Parcel labels must be produced by the Principal by means of the Software made available by Forwarding Agent.
- 29.2. In the event of installation of Software at the Principal's place a non-exclusive, non-transferable, revocable license shall be supplied by Forwarding Agent in connection with this Software. Forwarding Agent shall retain all intellectual property rights in connection with the



Software. Copying or distributing this Software shall be strictly forbidden. Hardware loaned by Forwarding Agent for use shall always remain the exclusive property of Forwarding Agent.

29.3. The Principal shall be responsible for the correct use of the Software and the hardware. Forwarding Agent shall not be liable for possible direct or indirect damage caused by Software and hardware, whether or not as a result of its incorrect use.

29.4. The log-in codes supplied to the Principal shall be strictly personal. The Principal shall not be permitted to disclose the log-in codes supplied to it to third parties and/or to have third parties use them.

## **Article 30. – Privacy**

30.1 For the benefit of all Services Forwarding Agent collects personal and perhaps confidential information necessary for the performance of the Agreement, such as company names, (email) addresses (hereinafter: “the Information”) of Principal.

30.2 Since both Principal and Forwarding Agent consider the processing of the Information necessary for the performance of the Agreement, Principal grants its unequivocal permission for the collection and processing of the Information by Forwarding Agent.

30.3 Besides the Information of Principal Forwarding Agent shall collect and process Information of Consignees, required for the performance of the Agreement. By accepting these Terms and Conditions Principal declares that it acts as accountable party as mentioned in the Dutch Protection of Personal Information Act (Wbp). Forwarding Agent shall act as editor of the Information. On request by Principal or Consignee made to the Customer Service of Forwarding Agent, Forwarding Agent shall modify the Information.

30.4 Principal grants its permission to Forwarding Agent for the Information to be processed.

30.5 Principal guarantees that it applies a good quality privacy regulation and that it meets the demands of the Dutch Protection of Personal Information Act (Wbp). Principal shall indemnify Forwarding Agent of all direct and indirect liabilities in connection with the collection and/or processing of Information.

30.6 As processor of the Information Forwarding Agent shall act in accordance with the Dutch Protection of Personal Information Act (Wbp). All Information shall be handled with extreme care and confidentiality. The information shall not be sold or disclosed to third parties. Appropriate technical measures shall be made in order to ensure the confidentiality of the Information.

30.7 Principal guarantees that all Information supplied to Forwarding Agent is correct and complete and indemnifies Forwarding Agent for all direct and indirect liabilities in connection with the supply of Information

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## **Article 31. – Pallet Administration**

31.1 If the Parcels collected for shipment as stipulated in Part B of these Terms and Conditions are delivered on an europallet a europallet shall be returned to the Principal under the condition the following conditions are met:

- a. the europallets the Parcels are to be delivered by the Subcontractor at a depot of the Forwarding Agent in the Netherlands before delivery as stipulated in articles 7-9 of takes place;
- b. the Principal has requested the depot of the Forwarding Agent from which the Parcels are to be distributed to record the number of europallets the Parcels have been delivered on;
- c. if the aforementioned conditions are met the Subcontractor and the Principal are to sign a Pallet Note during collection for shipment as defined in article 4.

31.2 The number of europallets shall – to the exclusion of all other evidence – be determined by the above mentioned Pallet Note.

31.3 Only europallets in good condition designed for repeated use shall be recorded by the Forwarding Agent. The Principal has access to an up-to-date overview of the amount of europallets recorded through the Software (DPD Report).

31.4 A request for return shipment of europallets is to be filed within 60 Working Days after the collection of the euro pallet containing Parcels on penalty of loss of the right to have the europallets returned. Also the request is to regard at least 30 europallets, after which the europallets shall be returned by Forwarding Agent on her account within 20 Working Days. If the request regards less than 30 europallets the Principal can return them on his own account at the depot of the Forwarding Agent stipulated in article 31.1 (a). The europallets shall be handed over to the Principal after both Parties sign the Pallet Note.

31.5 Due to using up of euro pallets Parties agree that maximally 90% of the europallets reported by the Forwarding Agent shall be returned.

31.6 At the end of the Agreement, as defined in article 26 of these Terms and Conditions, all claims of the Principal pursuant to this article lapse immediately.

## **Article 32. – Transfer of Contract**

Forwarding Agent shall be empowered to transfer its rights and obligations under the Agreement to another company in the DPD network

## **Article 33. – Non-competition clause**

During the term of the Agreement the Principal shall not seek and maintain any contact, on its own initiative or on the initiative of someone else, with a Subcontracting Agent engaged by Forwarding Agent with the object to perform services.



## **Article 34. – No legal entity**

This Agreement does not constitute a joint venture, partnership, cooperation, general partnership or other legal entity.

## **Article 35. – Final Agreement**

- 35.1 In the event that a provision of this Agreement is null and void or unenforceable (either in whole or in part), the remainder of this Agreement shall continue to be effective to the extent that, given this Agreement's substance and purpose, such remainder is not inextricably related to the null and void or unenforceable provision.
- 35.2 Parties shall make every effort to reach agreement on a new clause which differs as little as possible from the null and void or unenforceable provision, taking into account the substance and purpose of this Agreement.

## **Article 36. – Severability**

- 36.1 In the event that a provision of these Terms and Conditions is null and void or unenforceable (either in whole or in part), the remainder of these Terms and Conditions shall continue to be effective to the extent that, given these Terms and Conditions' substance and purpose, such remainder is not inextricably related to the null and void or unenforceable provision.
- 36.2 Parties shall make every effort to reach agreement on a new clause which differs as little as possible from the null and void or unenforceable provision, taking into account the substance and purpose of these Terms and Conditions.

## **Article 37. – Governing Law and Forum**

- 37.1 The Agreement and these Terms and Conditions are governed by Dutch law and shall be deemed to have been made and performed in, and shall be construed pursuant to the laws of the Netherlands, including application of its conflict of laws principles. Lacunae in the applicable rules by virtue of treaties or international regulations must be rectified through The Netherlands' Law.
- 37.2 In the event of any dispute between Parties, including disputes with regard to the interpretation or enforcement of this Agreement, the Parties hereby agree to submit to the exclusive jurisdiction of the appropriate courts of the Court of 's-Hertogenbosch, The Netherlands.
- 37.3 In the event a dispute shall arise between Parties, they shall agree to attempt to resolve the dispute in good faith through negotiation.

## **PART H. OPTIONS**

### **Article 38. – C.O.D. (Cash on Delivery)**

- 38.1 Delivery of Parcels with the Option C.O.D. is to be explicitly stipulated in the Agreement. For delivery with the Option C.O.D. the following additional provisions apply:
- a. The Parcels are to be provided with a C.O.D. parcel label provided by – or previously approved of by – the Forwarding Agent;
  - b. Delivery of Parcels with the Option C.O.D. is possible in most of the Netherlands and in some other European countries (all possibilities can be found on [www.dpd.nl](http://www.dpd.nl));
  - c. C.O.D. Parcels cannot be charged with a higher value than the invoice value of the Parcel. The maximum value of C.O.D. Parcels is € 2.500;
  - d. Forwarding Agent accepts no other means of payment than cash euro's.
- 38.2 After the Principal has provide the Forwarding Agent with instructions the instructions cannot be amended.
- 38.3 The Principal shall provide the Forwarding Agent with all details concerning the C.O.D. Parcel by means of a data file send with the Software. If the Forwarding Agent has not received the aforementioned data file timely the C.O.D. Parcel shall not be delivered.
- 38.4 Unless Parties have agreed otherwise in writing in the Agreement the Forwarding Agent shall transfer the C.O.D. sum within 10 Working Days after receipt by the Subcontractor or receipt by the Forwarding Agent to the bank account of the Principal.
- 38.5 Without prejudice to article 18 of these Terms and Conditions the liability of the Forwarding Agent shall at all times be limited to the invoice value of the Parcel.
- 38.6 The Forwarding Agent shall not be due interest over the C.O.D. sums.

### **Article 39. – Predict**

- 39.1 The Option Predict entails that the Forwarding Agent sends an email or text message to the Consignee – on request of the Principal – with regard to the day of delivery and the timeframe in which the Parcel shall likely be delivered. Predict needs to be stipulated explicitly in the Agreement.
- 39.2 Due to the fact that Predict is only available in a limited number of countries it can only be used after written confirmation of the Principal.
- 39.3 Prior to the first delivery attempt stipulated in article 7 the Consignee can request the following changes after



- |  |   |  |
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| <p>receipt of the email or text message mentioned in article 39.1:</p> <p>a. The delivery address and the day of delivery can be changed on <a href="http://www.nieuwelevering.nl">www.nieuwelevering.nl</a> after receipt of the email;</p> <p>b. The day of delivery can be changed by timely reply on the text message.</p> <p>39.4 The Principal can change the delivery address by contacting the Customer Services of the Forwarding Agent.</p> <p>39.5 In case of contradictory requests by the Principal and the Consignee the instruction of the Principal prevails.</p> <p>39.6 The execution of the requested change depends on Transit Times.</p> <p>39.7 Although the Forwarding Agent shall make effort to execute a requested change of the delivery day or delivery address the Principal and Consignee do not derive any rights from a request.</p> | <p>41.2</p> <p>41.3</p> <p>41.4</p> <p>41.5</p> | <p>During collection of a Parcel at a DPD Parcel Shop the staff of the DPD Parcel Shop shall hand over a signed collection receipt to the Consignee or other possessor of the Parcel.</p> <p>The maximal dimensions of a Parcel that can be collected by a DPD Parcel Shop is 70 centimeter at the longest side and a circumference of 120 centimeter. The maximal gross weight is 20 kg.</p> <p>Although the Forwarding Agent cannot be bound to do so, it shall pay claims in conformity with article 23 (3) CMR (based on gross weight) and – in special circumstances to be determined by the Forwarding Agent in conformity with article 29 (1) CMR. Compensation shall not, however, exceed Forwarding Agent's insurance coverage of € 520 per parcel.</p> <p>Return Shipment through a DPD Parcel Shop is not possible in combination with the Option Higher Insurance, C.O.D. and/or ID Check.</p> |
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## **Article 40. – Collection Request**

- 40.1 Collection Request needs to be stipulated explicitly in the Agreement.
- 40.2 A Collection Request can only be made by the Principal through the *DelisPrint* or MyDPD Software of the Forwarding Agent.
- a. If the Collection Request is received by the Forwarding Agent on a Working Day before 16.00 the first collection attempt shall be made the following Working Day;
- b. If the first collection attempt is not successful one more attempt shall be made, unless the first attempt was unsuccessful because the Consignee did not provide cooperation to the Collection Request or if the Parcel does not comply with the criteria of article 10.1.
- 40.3 The Principal is to instruct and supervise the Subcontractor in order to perform the collection, loading and attaching of the parcel label on the Parcel. If the Principal does not instruct and supervise the Subcontractor the Forwarding Agent shall not be held to perform the Agreement or be liable if the Parcels do not comply with the criteria of article 10.1.
- 40.4 The Option Collection Request is not possible in combination with the Option Higher Insurance and/or ID Check.

## **Article 41. – Return Shipment by DPD Parcel Shop Netherlands.**

- 41.1 Return Shipment of Parcels by the Consignee or other party in possession of the Parcel in the Netherlands through a DPD Parcel Shop Request needs to be stipulated explicitly in the Agreement.

## **Article 42. – Return Shipment by DPD Parcel Shop Germany**

- 42.1 The Return Shipment of Parcels by the Consignee or other party in possession of the Parcel from a location in Germany to a address of the Principal in the Netherlands through a DPD Parcel Shop needs to be stipulated explicitly in the Agreement.
- 42.2 DPD Parcel Shops in Germany only accept Parcels for return shipment if the Principal has provided the Consignee or other party in possession of the Parcel with a parcel label generated through the Software and the parcel label is attached to the Parcel.
- 42.3 The Parcels must have a maximum weight of 31.5 kg; a maximum length of 175 cm and a maximum perimeter of (double width plus double height plus length) of 300 cm.
- 42.4 Return Shipment through DPD Parcel Shop Germany is not possible in combination with the Option Higher Insurance, C.O.D. and/or ID Check.

## **Article 43. – Return Shipment by Easy Return Service**

- 43.1 Return Shipment of Parcels to an address in the Netherlands declared by the Principal, Consignee or other possessor of the Parcel from most other European Countries is possible with Ease Return Service. Easy Return Service needs to be stipulated explicitly in the Agreement. In that case Return Shipment takes place via the network of Universal Postal Service Providers.
- 43.2 The Universal Postal Service Providers only accept Parcels for Return Shipment if the Principal has provided the Consignee or other possessor of the Parcel with the parcel label mentioned in article 10.1 (a) and the parcel label is attached to the Parcel. Each parcel label is valid for 10 Working Days.



43.3 Parcels shall have a maximal weight of 30 kg, a maximum length of 175 cm and a maximal perimeter of 300 cm (double width plus double height plus length).

43.4 Due to the fact that the Universal Postal Service Providers have limited their liability to € 500 per Parcel the liability of the Forwarding Agent shall not exceed € 500 per Parcel. The purchase price shall be leading.

43.5 Return Shipment by Easy Return Service not possible in combination with the Option Higher Insurance, C.O.D. and/or ID Check.

#### **Article 44. – C.U.D. (Collection upon Delivery)**

44.1 C.U.D. entails the Return Shipment of Parcels from a Consignee by the same Subcontractor that delivers Parcels to this Consignee. C.U.D. needs to be stipulated explicitly in the Agreement.

44.2 C.U.D. is only possible from Consignees in the Netherlands, Belgium, Luxembourg, Germany and Denmark to offices of the Principal in the Netherlands.

44.3 C.U.D. is not possible in combination with de Option Higher Insurance, C.O.D. and/or ID Check.

44.4 Return Shipment of Parcels from the Consignee by the Subcontractor who delivers Parcels

#### **Article 45. – Higher Insurance**

45.1 On request of the Principal the coverage of the Standard Insurance stipulated in article 21 of these Terms and Conditions shall be increased to maximal € 13.000. The Higher Insurance needs to be needs to be stipulated explicitly in the Agreement. The following provisions are applicable to the Higher Insurance:

- a. the increase in premium shall be for the account of the Principal;
- b. parcels that have already been insured by another insurance company are exempt from coverage with the Higher Insurance. Principal is, even without an explicit request thereto, obliged to inform the Forwarding Agent and/or the insurance company contracted by the Forwarding Agent of any other insurance coverage;
- c. the Higher Insurance coverage can only be requested before collection and delivery of a Parcel;
- d. a request to increase the insurance coverage requires to be made with the Software. Only after unequivocally written consent of the Forwarding Agent can such a request be made with software of the Principal.

45.2 Any payment pursuant to the Higher Insurance coverage is made by the Forwarding Agent to the Principal and only under the condition the Forwarding Agent has received payment by the insurer.

45.3 Higher Insurance in combination with Collection Request, DPD Parcel Shop Netherlands, DPD Parcel Shop Germany and Easy Return Service is not possible.

#### **Article 46. – ID Check**

46.1 On request of the Principal the Forwarding Agent shall perform an ID Check. The ID Check needs to be stipulated explicitly in the Agreement.

46.2 The ID Check is performed with the Software. Solely after unequivocal, written consent of the Forwarding Agent it is possible to perform a ID Check using the Principal's own software.

46.3 If a ID Check is performed delivery is exclusively possible to the Consignee declared by the Principal. Therefore the Principal shall provide the Forwarding Agent with accurate information such as the complete name and address of the Consignee. The information has to concern a natural person. Delivery to a alternative address (article 8) or third parties (article 9) is not possible.

46.4 The information regarding the identity of the Consignee shown at delivery to the Subcontractor shall not be stored by the Forwarding Agent.

46.5 If a Consignee does not reveal his identity to the Subcontractor and thus does not cooperate the Subcontractor shall not deliver the Parcel and the Parcel shall be returned to the Principal.

### **PART I. EXPRESS-SERVICE**

#### **Article 47. – Applicability**

All "DPD 8:30", "DPD 10:00", "DPD 12:00", "DPD 18:00" and "DPD GUARANTEE"- services provided by the Forwarding Agent are subject to these specific conditions. Express Service needs to be stipulated explicitly in the Agreement.

#### **Article 48. – Description and conditions**

- 48.1 These specific conditions apply to the assignment of Principal to Forwarding Agent to the guaranteed delivery of Parcels on the local times below, on the Working Day following the assignment:
- DPD 8:30: before 8.30am;
  - DPD 10:00: before 10am;
  - DPD 12:00: before 12pm;
  - DPD 18:00: before 6pm and
  - within the guaranteed delivery terms as stated by the Forwarding Agent (local time) for DPD GUARANTEE parcels, depending on the country of destination.

Delivery of DPD GUARANTEE parcels is made no later than at the end of the Working Day, on the condition that the end of the



Working Day is normally taken to mean 17:00 PM local time, but this can vary depending on the country. If the end of the term is a Saturday, Sunday or a local Public Holiday, delivery shall be made on the next Working Day. The same applies if the term is increased as a result of a Public Holiday in a transit country.

- 48.2 DPD 8:30, DPD 10:00, DPD 12:00, DPD 18:00 or DPD GUARANTEE services are not available in all countries and places. Visit [www.dpd.nl](http://www.dpd.nl) for information on:
- the countries of destination in which these services are available;
  - the exact DPD GUARANTEE delivery term per country of destination;
  - the postal code areas for which no guaranteed delivery terms are given.
- 48.3 The delivery term commences from the day of collection at the Principal to the day of delivery at the Consignee.
- 48.4 Delivery terms can only be guaranteed if Principal makes arrangements to ensure that Parcels can be collected on the day of collection at no later than 6pm or at any other time agreed with the Principal and can be delivered to the consignee as from 8am local time.
- 48.5 If the specifications given by Principal with regard to the delivery term are not in accordance with the possibilities for the given postal code area or the country of destination, the Parcel shall be delivered in accordance with the delivery term as closely as possible to the specification.

## Article 49. – Labels and Documents

- 49.1 In addition to all standard labels, the Principal must also attach the DPD 8:30, DPD 10:00, DPD 12:00, DPD 18:00 or DPD GUARANTEE label, next to or underneath the standard label, as well as the DPD 8:30, DPD 10:00, DPD 12:00, DPD 18:00 or DPD GUARANTEE tape, made available by DPD, on all sides of the Parcel, in order to secure univocal recognition and thus speedy delivery.
- 49.2 The Transport Document stating the Parcels that are to be delivered shall be signed by the Subcontractor during collection of the Parcels. The Principal (in coordination with the local depot) must, before 12.00 AM on the day of shipment, inform Forwarding Agent of the number of Parcels transported with a specific delivery term and the relevant country of destination.
- 49.3 In the event of delivery to a Consignee in a country outside of the EU, all necessary customs and export forms must be attached to the Parcel by means of a Doculop.

## Article 50. – Unable to deliver or return

- 50.1 If it appears that delivery is not possible within the terms referred to in article 48, Forwarding Agent shall immediately inform the commissioning party thereof, by telephone or e-mail, stating the cause, in order to agree

with Principal the manner in which the Parcel shall be processed further (proactive return information).

- 50.2 The delivery terms can no longer be guaranteed in the event of subsequent delivery attempts.

- 50.3 If delivery proves to be impossible, regardless of the reason, the Parcel shall be returned at the expense of Principal in accordance with the Terms and Conditions.

If a shipment made under the DPD 8:30 - DPD 10:00 – DPD 12:00 – DPD 18:00 of DPD GUARANTEE service is not delivered at the time referred to in article 48.1, or the delivery is incomplete, the surcharge paid by the Principal shall be refunded. The refund shall not be paid in case of an event mentioned in article 19 of the General Terms and Conditions.

## Article 51. – DPD Premium

On request of the Principal the Forwarding Agent shall send packing to the Principal in order to send Parcels with a gross weight of maximally 1/2 kg (DPD Premium Envelope) and 2,5 kg (DPD Premium Box).

## **J. AIR CARGO**

### Article 52. – Applicability

All airfreight services provided by Forwarding Agent are subject to these Specific Conditions. Air Cargo needs to be stipulated explicitly in the Agreement.

### Article 53. – Conditions of Forwarding

- 53.1 Parcels are subject to a maximum volume weight of 1 m<sup>3</sup> = 167 kg. This volume weight is calculated as follows: length x width x height in cm / 6000.
- 53.2 The transport of Parcels with contents banned in accordance with the appendix to EU regulation no. 2320/2002 with regard to the classification of banned objects, paragraphs iv) and v) in conjunction with EU regulation no. 831/2006 (in accordance with the version applicable at the time of transport).
- 53.3 The ban on transporting Dangerous and/or Chemical substances also applies to limited amounts as defined by IATA/DGR.
- 53.4 Forwarding Agent is entitled to check the contents and packaging of the Parcels (or have this checked) for security reasons, particularly so within the framework of random checks.



## **Article 54. – Labels**

- 54.1 Principal is responsible for the correctness and completeness of the transport documents as well as the customs and export documents. In the event of shipments to countries outside the EU, all necessary customs and export forms must be attached to the parcel by means of a Doculop.  
If these customs and export forms are not required, five copies of the invoice, in English, must be attached as a minimum requirement.
- 54.2 If the aforementioned conditions are not met, any guaranteed delivery terms shall lapse.

## **Article 55. – Status of the Principal**

- 55.1 If the Principal is a certified “known consignor” (as defined in the appendix to EU regulation no. 2320/2002), he confirms that the parcels do not contain banned objects as referred to in article 53.2 and that they can be checked in accordance with article 6.3.1 (b) of the appendix to EU regulation no. 2320/2002. This information is produced in the form of:
- statement to the Transport Documents; or
  - sticker attached to the Transport Documents; or
  - separate document.
- 55.2 If Principal is not a certified “known consignor” within the meaning of the aforesaid regulation, or if the statement as referred to in article 55.1 is not properly produced by a known consignor in one of the formats stated above before the Parcel is submitted for transport, the Parcel is marked as unsafe in accordance with the airfreight regulations, as a result of which a safety inspection shall be carried out as a minimum measure.

## **Article 56. – Costs in relation to airfreight regulations**

If, whether or not random and/or prescribed, the Parcels of the Principal are subjected to safety inspections as required by the EU regulation referred in article 55, Forwarding Agent shall be entitled to pass on these costs to the Principal.

## **Article 57. – Forwarding performances**

The transport takes place in accordance with the delivery terms as specified in the delivery term tables available at [www.dpd.com](http://www.dpd.com) or [www.dpd.nl](http://www.dpd.nl). In the event of absence of the Consignee, a Parcel is never offered a second or third time. The fact that a delivery proves to be impossible does not automatically mean that the Parcel is returned free of charge. Forwarding Agent has the right to have the disposal of the Parcel or, at its discretion, destroy it.

## **Article 58. – Payment**

Forwarding Agent has the right to demand payment of all tariffs and surcharges as mentioned in article 14 of the General Terms and Conditions when collecting the Parcel, failing which Forwarding Agent has the right not to accept the Parcel.

## **Article 59. – Liability**

- 59.1 In the event of non-compliance with the airfreight regulations, or any other obligation of the Principal arising from these specific conditions, Principal shall be liable for all direct or indirect damage or loss. This liability applies towards Forwarding Agent and any third party incurring damage. The Principal shall indemnify Forwarding Agent against all third-party claims. Forwarding Agent cannot be held liable towards the Principal for damage to the freight or delays due to safety inspections and for delays in connection with a retention period imposed by the competent authority as referred to in article 6.3.1 (b) of the appendix to EU regulation no. 2320/2002, last sentence.
- 59.2 If it concerns transport by air and Forwarding Agent is liable in accordance with Part E of the General Terms and Conditions Forwarding Agent shall compensate the damage in accordance with the applicable treaties (as from 1 December 2009: 16.5837 SDR per kg, up to a maximum weight of 31.5 kg), unless the Forwarding Agent issues a forwarder’s statement as referred to in section 8:62 of the Civil Code.