



**GTC**

**Classic / Express Service**

**DPD (Nederland) B.V.**

Version: 2021-01

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The General Terms and Conditions of DPD (Nederland) B.V. for the “CLASSIC EUROPE and “CLASSIC SHOP” Services in Selected Countries (updated and in force as of the 1<sup>st</sup> of January 2021). These General Terms and Conditions have been deposited with the Chamber of Commerce in Eindhoven, The Netherlands under number 09118128.

## 1. Principles

### 1.1. Scope

1.1.1. These Conditions govern the contractual relationships between the Customer and the Service Provider with regards to Services, including “CLASSIC EUROPE”, and “CLASSIC SHOP” for the forwarding of Parcels from Selected Countries to Delivery Countries.

1.1.2. An agreement deviating from these Conditions can only be concluded with explicit permission in writing from a statutory director of the Service Provider.

1.1.3. Please take special note of the following conditions:

- a. an Agreement under these Conditions will only be entered into with a Customer as meant in these Conditions. These Conditions do not apply to rights and obligations or Agreement with consumers.
- b. the liability of the Service Provided is in some situation limited pursuant to article 8 and 9 of these Conditions.

1.1.4. The Service Provider may to unilaterally and without notice modify or supplement the Services and these Conditions. The rights and obligations of the Service Provider are only determined by the latest electronic version of these Conditions which can be downloaded from [www.dpd.com/nl](http://www.dpd.com/nl).

### 1.2. Language versions

These Conditions have been drawn up in multiple languages, including English and the official language of the country from which a Customer will ship a Parcel (hereafter “Local Language”), as indicated on the Service Provider website at [www.dpd.com](http://www.dpd.com). In the event of inconsistencies, the Local Language version (in this case the Dutch version) prevails.

## 2. Definitions and Interpretation

### 2.1. Definitions

In these Conditions the following expressions shall have the meaning hereby respectively assigned to them:

<b>Agreement</b>	the forwarding agreement concluded between the Customer and the Service Provider to which these Conditions inextricably apply.
<b>Carrier</b>	the carrier that is engaged by DPD to deliver the Parcel to the Consignee.
<b>CLASSIC EUROPE</b>	the Service by which the Service Provider forwards Parcels to a Delivery Address. Local equivalents of this Service in Selected Countries are: CLASSIC (ES) DPD CLASSIC (BE, HR, CZ, EE, DE, LT, LV, LU, NL, PL, SK, CH, UK), DPD Classic Europe (HU, FR), DPD Classic International (RO), DPD Classic – Europe by Road (IE), Chrono Classic (FR, PT), or

	DPD Private (CZ).
<b>CLASSIC SHOP</b>	the Service by which the Service Provider forwards Parcels to a Pickup Parcel Shop. Local equivalents of this Service in Selected Countries are: Chrono Relais Europe (FR), 2SHOP (ES, LU, BE, NL), Pickup Pakipood (EE), DPD relais (FR), DPD Shop (CH). DPD Parcelshop Delivery (DE), Pickup Paku Bode (LV), Ship 2 Shop (UK) or Pickup siuntų taūkas (LT). This Service could be suspended at any time by the Service Provider with a prior notice of 5 calendar days for Parcels from the EU to the United Kingdom or from the United Kingdom to the EU.
<b>Client</b>	the client of the Customer involved in the Service, being an individual or undertaking.
<b>Commodity Code</b>	a product specific code which is used by customs authorities to classify goods.
<b>Conditions</b>	these general terms and conditions of the Service Provider for the "CLASSIC EUROPE and "CLASSIC SHOP" Services for the Selected Countries, including the agreements, laws and regulations and conventions referred to in these Conditions and including any (periodical) updates to these Conditions.
<b>Consignee" or "Recipient Customer" or "Sender</b>	the person to whom the Parcel is addressed and whose name is mentioned as Consignee or Recipient. any natural person acting within the scope of an economic activity (trade, business, craft, liberal profession) or any legal entity, who is the counterparty of the Service Provider to the Agreement. Consumers are expressly excluded from being a Customer.
<b>Customs debt</b>	'customs debt' means the amount of import or export duties and all related import taxes calculated under the Customs and Tax legislation in force.
<b>DAP (Delivery at Place)</b>	the Incoterm used for the shipment under which the Recipient is liable for all duties and taxes that are to be recovered and charged to the Recipient prior to delivery. DAP can be used in combination with the billing terms Duties & Taxes Paid (DAP DP) or Duties & Taxes Not Paid (DAP NP).
<b>DAP Duties &amp; Taxes Paid (DP)</b>	Incoterm DAP can be combined with the billing term DP. This means the Seller (exporter) is being invoiced for transportation costs and export clearance. The Seller (exporter) is being invoiced for customs duties and import VAT. The Seller must be aware to sell goods to the buyer including duties & taxes. Other BU Network Members may call DAP DP also eDAP. In the United Kingdom it is called DT1.
<b>DAP Duties &amp; Taxes Not Paid (NP)</b>	Incoterm DAP can be combined with billing term NP. This means the Seller (exporter) is being invoiced for transportation costs and export clearance. The Recipient (importer) is being invoiced for customs duties and import VAT. For parcels up to a value of GBP 135.00 and in case the seller is a private person only DAP Duties & Taxes Not Paid (NP) is possible.

<b>Data Controller</b>	the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data. Where the purposes and means of such processing are determined by Union or Member State law, the Data Controller or the specific criteria for its nomination may be provided for by Union or Member State law.
<b>Data Protection Regulation</b>	the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
<b>Delivery Address</b>	the address where a Parcel is to be delivered in accordance with instructions from the Customer or the Consignee.
<b>Delivery Countries</b>	the countries where a Parcel can be delivered.
<b>Different Address</b>	an alternative address indicated by the Consignee through the Inflight Option for the CLASSIC EUROPE Service where a Driver will attempt to deliver the Parcel to a duly authorized Recipient. The Service Provider arranges the delivery of the Parcel as specified in the Service Conditions of the Service Provider indicated on the website at <a href="http://www.dpd.com">www.dpd.com</a> .
<b>Direct customs representation</b>	the representation in which the Service Provider shall act in the name of and on behalf of the Customer or the Recipient to carry out the customs formalities.
<b>DPD Network</b>	one of the following companies: DPDgroup International Services GmbH & Co KG, franchisees and cooperation partners of DPDgroup International Services GmbH & Co KG, GeoPost SA, their subsidiaries and branches, which may be acting through agents and independent contractors.
<b>DPD Network Member</b>	any company part of the DPD Network as well as its respective employees and agents and independent contractors who forward the Parcel for delivery in the Delivery Country.
<b>Driver</b>	the Carrier's employee.
<b>EEA</b>	the European Economic Area and its members states included at the time of sending the Parcel.
<b>ESCD</b>	an electronic signature capture device which is capable of receiving, storing and transmitting Customer information, including signatures.
<b>EU</b>	the European Union and its member states at the time of sending the Parcel.
<b>Excise Goods</b>	excise goods are: <ul style="list-style-type: none"><li>• beer;</li><li>• wine and intermediates (for example sherry and port);</li><li>• other alcoholic products (for example, spirits, also known as spirits);</li><li>• tobacco products (for example, cigarettes, cigars, and smoking tobacco);</li><li>• mineral oil (for example gasoline, diesel and LPG).</li></ul>
<b>Extended Cover</b>	as defined in article 10 of these Conditions.
<b>Final Client</b>	the client of the Client.
<b>Forwarding</b>	as defined in article 6.4 of these Conditions

<b>GDPR</b>	Regulation (EU) 2016/679 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data.
<b>Incoterm</b>	the International Commercial Term which is an international standard that defines the rights and obligations of the purchaser and seller regarding international transport of goods, developed and published by the International Chamber of Commerce (ICC).
<b>Inflight Option(s)</b>	the various options offered by the Service Provider or the DPD Network Member through Predict before the first delivery attempt as specified in the Service Conditions.
<b>Intellectual Property Rights</b>	any patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
<b>Legal Age</b>	the age at which a person by operation of law is allowed to perform legal acts or is considered as an adult in the Selected Country and/or in the Delivery Country.
<b>Neighbor</b>	means a person who lives or works in a reasonable walking distance of the Delivery Address of the Recipient as specified in the Service Conditions and has been indicated to the Service Provider of DPD Network Member as an alternative Recipient by the Customer and/or the Recipient as specified on the website of the Service Provider at <a href="http://www.dpd.com">www.dpd.com</a> .
<b>Parcel</b>	an item: <ul style="list-style-type: none"><li>• for CLASSIC EUROPE which weighs no more than 31,5 Kgs, and with measurements of less than 175 cm long, and dimensions (2 x height + 2 x width + length) of not more than 300 cm;</li><li>• for CLASSIC SHOP which weighs no more than 20 Kgs, and with measurements of less than 100 cm long, and dimensions (length + 2 x height + 2 x width) of not more than 250 cm.</li></ul>
<b>Personal Data</b>	any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

<b>Pickup Parcel Shop</b>	<p>a shop where the Parcels can be delivered.</p> <p>For the CLASSIC EUROPE Services the following applies:</p> <ul style="list-style-type: none"><li>• If the first delivery attempt is unsuccessful, the Carrier will deliver Parcels to a Pickup Parcel Shop as listed on <a href="http://www.dpd.com">www.dpd.com</a> which is close to the Delivery Address.</li><li>• The Consignee can select a Pickup Parcel Shop in the Delivery Country for delivery of the Parcel with the Inflight Option available at <a href="http://www.dpd.com">www.dpd.com</a>.</li></ul> <p>For CLASSIC SHOP Services the following applies:</p> <ul style="list-style-type: none"><li>• The Customer can select a Pickup Parcel Shop in the Delivery Country for delivery of the Parcel with the Inflight Option available at <a href="http://www.dpd.com">www.dpd.com</a>.</li></ul>
<b>Predict</b>	<p>the Service Provider sending a mobile telephone text message, e-mail or any other form of electronic notification to the Consignee of the Parcel, with an indication of the time frame in which the Parcel will be delivered, as specified in the Service Conditions.</p>
<b>Safe Place</b>	<p>a Delivery Address which is safe, as specified in the Service Conditions</p>
<b>Scan Record</b>	<p>an electronic record of the steps in the Parcel delivery process as provided by the Service Provider.</p>
<b>SDN list</b>	<p>a list compiled pursuant to Executive Order 13224 for the purpose of identifying (suspected) terrorists or the most current list published by the U.S. Treasury Office of Foreign Assets Control (OFAC) at its official website, <a href="http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx">http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx</a> or any replacement website or other replacement official publication of such list or any comparable list of the United Nations or any other national or international comparable list.</p>
<b>Selected Countries or Sending Countries</b>	<p>the countries from which the Parcel can be shipped as listed in appendix 1.</p>
<b>Service</b>	<p>the forwarding of the Customer's Parcels by the Service Provider including the thereto related services and Inflight Options as specified at <a href="http://www.dpd.com">www.dpd.com</a>.</p>
<b>Service Conditions</b>	<p>the terms and conditions applicable to the Services. The Service Conditions can differ per Delivery Country, as specified in Appendix 2 of these Conditions and at <a href="http://www.dpd.com">www.dpd.com</a>.</p>
<b>Service Provider</b>	<p>DPD (Nederland) B.V., having its statutory seat in Oirschot (5688 HA) at Westfields 1410, The Netherlands, registered with the trade register of the Dutch Chamber of Commerce under number 09118128, VAT-number NL8096.58.574B01.</p>
<b>Transit</b>	<p>the transport between the consignment of a Parcel and the delivery of the Consignee.</p>
<b>Transit Time</b>	<p>the time between the consignment of a Parcel to the carrier and the delivery to the Consignee.</p>
<b>Transportation Document</b>	<p>the label, and/or any other document affixed to the Parcel, which proves the existence of an Agreement pursuant to these Conditions between the</p>

**Volumetric Weight** Service Provider and the Customer for the relevant Service.  
the space a Parcel occupies in relation to its volume by applying the following formula: length (cm) x width (cm) x height (cm) / 4.000 (cm<sup>3</sup>/kg).

## 2.2. Rules of Interpretation

- a. A reference to a person is understood to be any natural person, acting within or outside the scope of an economic activity (trade, business, craft, liberal profession) or any legal entity.
- b. A reference to a party also includes its successors.
- c. A reference to a statute or statutory provision is a reference to amended or re-enacted versions thereof and related subordinate legislation.
- d. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- e. A reference to “writing” or “written” includes faxes and e-mails, unless expressly stated otherwise.
- f. If a timeframe is referenced, the timeframe will not include Saturday, Sunday or any other statutory holiday of the specific country.

## 3. General

- 3.1. Subject to the Customer complying with these Conditions, the Service Provider is obligated under the Agreement to perform Forwarding Services with regards to Parcels which are made available to it by the Customer.
- 3.2. The Service Provider may refuse to forward the Customer's Parcels at its sole discretion. The Service Provider will only provide its Services under these Conditions.
- 3.3. Terms and conditions used by the Customer will never apply to any legal relationship between the Service Provider and the Customer.
- 3.4. The Customer shall be deemed to have received, taken notice of and accepted these Conditions when the Customer places an order with or accepts a tender from the Service Provider for the provision of Services. The Customer shall ensure that the Recipient agrees with these Conditions in writing. The applicable version of these Conditions can be found on the website of the Service Provider. A copy of these Conditions will always be available at the registered seat and at every office of the Service Provider. A pdf-copy or a hard copy of these Conditions is sent or given to any Customer entering into a written Agreement with the Service Provider.
- 3.5. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Service Provider which is not set out in the Agreement or this GTC. For Parcels from or to any country outside the EU, the Customer shall, in relation to each of the goods comprised in each Parcel, provide the Service Provider with:
  - a. a commercial invoice in the English language, including but not limited to EORI number, a clear and unambiguous description of the goods, value of the goods, currency, Incoterm used etc.;
  - b. a Commodity Code for each of the goods;
  - c. written notification in advance of any Parcels and/or goods comprised within Parcels which are not standard or permanent exports (for example, temporary exports such as repairs that will be returned to the country of origin of the sending);
  - d. any specific authorizations for direct representation of the Customer given to the Service Provider if required under any applicable law; and



- e. any information/document required by any relevant customs authorities, law and regulations or the Service Provider. The Customer shall be responsible to check the relevant information required by the relevant customs authorities and all customs documents and the Transportation Document must be accurately completed by the Customer in compliance with all relevant customs laws, rules and regulations.

### 3.6. The Customer acknowledges and agrees that:

- a. in relation to the goods, the Customer is either solely beneficially entitled to the goods or has the authority of all those interested in the goods to enter into the Agreement and to bind them to its terms;
- b. the Customer will be responsible for the exhaustivity of the accuracy of all information and documentation supplied to the Service Provider;
- c. if there is any missing or incorrect data, an incomplete or incorrect invoice, the Parcel is accepted under the sole responsibility of the Customer and this may result in the Parcel(s) being held (to obtain the information from the Customer) or returned; and
- d. if the Commodity Code is missing, the Service Provider may (at its own discretion);
  - 1. use the general Commodity Code based on the description of the goods given by the Customer; or
  - 2. hold the Parcel pending receipt of the Commodity Code from the Customer or organize return of the Parcel to the Customer.

## 4. Parties

### 4.1. The Agreement is concluded between the Service Provider and the Customer.

The Customer enters into an Agreement with the Service Provider to engage the Service Provider for its Services. The way in which the Service Provider performs the services is described on [www.dpd.com](http://www.dpd.com). Information and data relating to the Customer must be provided to the Service Provider when opening an account or registering with the Service Provider.

### 4.2. If the Customer is not the owner of some or all of the contents of the Parcel, the Customer will be considered to be the owner under the Agreement and if any third party has a claim on the contents of the Parcel, the Customer will be considered the representative of this third party.

### 4.3. The Service Provider may have the Agreement performed by third parties, including, but not limited to DPD-franchisers and DPD Network Members. These third parties may in turn have the Agreement performed by third parties.

### 4.4. The Service Provider enters into the Agreement on behalf of itself and its directors, employees, representatives and third parties. The conditions of the Agreement apply to all legal relationship, regardless of whether such a relationship is based on an agreement, between the aforementioned parties, the Customer, Consignee and third parties.

## 5. Parcels

### 5.1. Maximum Dimensions

The Customer shall ensure that each Parcel complies to the requirements for weight and dimension as found on [www.dpd.com](http://www.dpd.com).

5.1.1. The responsibility for inner and outer Parcel packaging, labelling and documentation rests exclusively with the Customer and should be done in accordance with the Service Provider's requirements as specified on its website [www.dpd.com](http://www.dpd.com).

5.1.2. The Customer guarantees specifically that:

- a. the goods have been properly and sufficiently packaged and labelled for the intended destination, in accordance with the requirements, restrictions and limitations set out in the present Conditions and as appropriate to any operations or transaction affecting the Parcel and the characteristics of the goods, and so that the Parcel will not be lost or damaged whilst being transported, or cause injury or damage to any property or other goods. The Customer acknowledges that transportation requires packaging which protects the goods for a transportation by road and/or by air and against the stresses caused by automatic sorting equipment and mechanical handling (drop height of 80 cm on the edge, corner or side), as well as against different climatic and/or atmospheric pressure conditions and packaging which does not permit access to the content without leaving any trace;
- b. the Customer has checked whether commercial/sales packaging meets these requirements and that the packaging and Parcel are not damaged and/or do not show indication of damage, leakage or emission of odor. Words printed on the packaging, such as "Fragile" or "top/bottom" cannot be taken into consideration by the Service Provider and do not release the Customer from its duties;
- c. the labelling on the Parcel includes:
  - a. for CLASSIC EUROPE, the full name, address, postcode, country of the consignee and the Sender, and must also include the telephone number or mobile phone number or e-mail address;
  - b. for CLASSIC SHOP, the full name, address, postcode, country of the destination Pickup Parcel Shop and the Sender, plus the name of the real Consignee, and must also include the telephone number or mobile phone number or e-mail address, and has been made in legible and durable manner. Each Parcel must be labelled with the Service Provider's parcel label. The rules for addressing and labelling Parcels are given in detail in the Service Provider's shipping conditions available on the website of the Service Provider at [www.dpd.com](http://www.dpd.com);
- d. it has properly completed the Transportation Document using the Service Provider's forms and labels.
- e. in the case of transportation not taking place between countries which are a member of the European Union, it has checked and complies with any and all relevant customs laws, rules and regulations and has provided the Service Provider with all required customs documents and information. All such customs documents must be affixed to the outside of the Parcel;
- f. the goods comprised in any Parcel are not subject to any licenses, permits, certificates, restrictions, embargo, or anti-dumping or countervailing laws or regulation;
- g. all plant, power or labor required by the Service Provider is available for loading and unloading any Parcel at any collection or delivery point specified by the Customer or Recipient;
- h. more generally, it has provided the Service Provider with all necessary and relevant information concerning the content(s) of any Parcel, and
- i. it will inform the Recipient of the delivery details of the Parcel.

5.1.3. When preparing the packaging and labeling of any Parcel, the Customer may use the Service

Provider's information technologies tools and services. In such cases, the Customer's names and passwords supplied by the Service Provider must be stored carefully and kept secret from third parties. If the Customer uses several passwords, it is responsible for managing them and allocating them within its business. The Customer is liable for the fraudulent use of user names and passwords.

### 5.2. Exclusions from Parcel and other limitations

5.2.1. The Service Provider shall not provide Services with regards to the following goods, unless otherwise agreed by the Service Provider and only if permissible according to the Service Conditions, in particular when dealing with products marked with an asterisk (“\*”) (Customer will check the list of authorized products on the Service Provider website at [www.dpd.com](http://www.dpd.com)):

- a. Parcels that are not packed and labelled in accordance with articles 5.1 and 5.2; bundled parcels in which two or more parcels are bundled together and marked with only one parcel label; parcels that exceed the dimensions referred to in article 5.1 (“\*”);
- b. dangerous goods, hazardous goods and flammable goods, including but not limited to: dangerous or hazardous wastes, medical wastes, hypodermic needles and syringes, (replica) firearms, (replica) weapons and parts thereof (\*), (replica) ammunitions, explosives, fireworks, chemicals, acidic, corrosive or irritant substances;
- c. batteries (\*);
- d. tobacco products (\*);
- e. works of art, jewelry (including watches) (\*), precious metals (including gold or silver items), precious stones, real pearls, glass or any articles (or part of them) that are made up of glass, porcelain, earthenware or other similar materials, antics, carpets, furs or any other valuables;
- f. cash, coins, collectable coins and stamps (\*);
- g. documents which can be exchanged for cash or goods (for example cheques, vouchers with a face value, credit notes, bonds, printed shares, currency paper money and negotiable instruments equivalent to cash admission tickets and gambling tickets);
- h. alcohol including wines, beers and spirits (\*);
- i. liquids of any kind (\*) and ice;
- j. televisions or monitors with screens larger than 37 cm (\*);
- k. body parts or human remains, living or dead animals, fish or birds, or any living organism of any type (including seeds, trees and plants) and frozen or perishable food;
- l. any goods prohibited by the law or regulation of any government or public or local authority of any country where the goods are carried such as Excise Goods;
- m. any goods which require temperature-controlled transport;
- n. Parcels and goods the transportation of which is subject to the obtaining of a license by the Service Provider or any DPD Network Member and/or which do not meet the requirements of the international conventions or the statutory regulations of the respective country of expedition, dispatch, Transit or destination or which require special permits (import or export);
- o. Parcels that require a declaration of value pursuant to Art. 24 CMR or the declaration of special interest in delivery pursuant to Art. 26 Paragraph 1 CMR; goods that require a declaration of value or a declaration of a special interest in delivery pursuant to Art. 22 Warsaw Convention / Art. 22 Montreal Convention.
- p. tenders, pre-qualification dossiers in the context of allocation of contract and copies of examination papers.

- q. Parcel of a higher value than the value specified in Service Conditions;
- r. weights (such as barbells & weights for example kettlebells, dumbbells, weight plates etc).

5.2.2. Unless the Service Provider has agreed to provide Services with regards to any of the above listed goods in writing, the Service Provider is not liable for any damages, unless such damages are the result of gross negligence or intent.

5.2.3. The Service Provider may impose additional restrictions depending upon the Delivery Country and the Service being provided. The Customer acknowledges that regulatory and custom clearances may be required for certain goods, which may extend the Transit time and may delay delivery.

5.2.4. The Service Provider may provide Services with regards to medicines and medical devices and tools upon prior and written agreement by the Service Provider within the framework of CLASSIC EUROPE and CLASSIC SHOP Services and after due assessment and acceptance by the Service Provider of the nature of the goods and provided that the Service Provider has confirmed to the Customer that the DPD Network has the capacity of providing the Services in accordance to the applicable EU's Good Distribution Practice of medicinal products for human use and any other applicable laws and regulations. The Service Provider may require that the Services trigger the provisions and control of additional documents on top of the Transportation Document. Customer shall be responsible for the proper packaging and labelling of the shipped medicines in accordance with all applicable laws, regulations, good practices and recommendations, and in any case with the Service Provider's relevant instructions.

5.2.5. Any acceptance by the Service Provider to provide Services with regards to dangerous goods can only proceed on the basis of a prior written notification by the Service Provider to the Customer after due assessment by the Service Provider of the class of transported dangerous goods and destination of the relevant dangerous goods. Customer shall be responsible for and shall ensure and warrant that the dangerous goods to be shipped are packed and labelled in accordance with and abide by all relevant laws and regulations applicable at the places of handing over and delivery of the Parcel, as well as during the Transit and storage. In any case the Parcels containing dangerous goods must comply with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations, and if carried by road with the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), and in any case with any instruction given by the Service Provider for the forwarding of the dangerous goods shipped by the Customer. Customer will be solely liable for this and the information provided to the Service Provider in respect of the shipped dangerous goods and shall hold the Service Provider harmless against any claim brought by any person in that respect.

### 5.3. Customer's duties to notify

5.3.1. Before handing over the Parcel to the Carrier, the Customer will check the Parcel and inform the Service Provider of any exclusions as meant in article 5.2. The Service Provider does not check the Parcels for exclusions.

5.3.2. In cases of doubt, the Customer must also inform the Service Provider and seek its decision in accordance before handing over the Parcels to the Carrier. If it does not do so, the Service Provider will assume that no exclusions as meant in article 5.2 apply.

5.3.3. If the Service Provider becomes aware of an exclusion pursuant to article 5.2 or if specific circumstances suggest that this may be the case, the Service Provider reserves the right to decline to provide (further) Services or to take other appropriate measures to avert any damages. The Service Provider further reserves the right to refuse to provide Services for any other reasons of security or safety. In such a case and where Parcels are rejected by the Service Provider due to a breach by the Customer of the above referred exclusions, restrictions and limitations, the Service Provider reserves its right to charge administrative fees as well as transportation and handling costs of returning goods, where applicable, to the Customer.

5.3.4. The Customer is liable for any direct or indirect loss incurred by the Service Provider and/or any DPD Network Member involved in the provision of Services with regards to a Parcel which is excluded pursuant to article 5.2 or in cases where the Customer fails to provide the notification as meant in this article 5.3.

#### **5.4. Opening and inspecting Parcels**

5.4.1. Except when restricted or prohibited under the applicable laws, the Service Provider and any other DPD Network Member involved in the provided Services reserves the right, at its discretion, at any time without notice and without any liability therefore, to open and inspect all Parcels to check that such Parcels are not dangerous, or incompatible with Service Provider's or automatic processing and are capable of forwarding the Parcel to the country of destination within Service Provider's standard procedures, customs, declarations and handling methods and in compliance with all laws, and in particular:

- a. for the purposes of safeguarding the content of a damaged Parcel;
- b. for the purposes of determining the Recipient or Sender of a deliverable Parcel which cannot otherwise be ascertained;
- c. for the purposes of averting hazards posed to people or property by a Parcel;
- d. for the purposes of fulfilling a statutory provision or an official order;
- e. for the purposes of determining whether the parcel contains perishable goods and/or any other good excluded from transportation under the present Conditions.

5.4.2. Except where any applicable law or regulations prescribe, the Service Provider and DPD Network Member are not under any obligation to check the content of Parcels. The Customer acknowledges and agrees that the Service Provider and DPD Network Member involved in the Service may check the Parcels with X-rays.

5.4.3. The Customer waives any claim against the Service Provider and DPD Network Member for damage and/or delay deriving from such opening, examination and checks. The Customer will reimburse the Service Provider for any costs and expenditure incurred by opening the Parcels.

### 5.5. Returning Parcels

In the event of insurmountable obstacles to carrying out delivery by the Carrier (not limited to wrong information such as address, non-located Recipient, inaccessible delivery place, non-acceptance of the Parcel by the Consignee, inability of the Service Provider to perform customs clearance, non-payment of the price of the goods in case of cash-on-delivery, non-payment of duties and taxes by the Recipient) or if the contractual number of delivery attempts, as specified in the Delivery Conditions, has been performed without success, the Service Provider will reserve the right to return the Parcel to the Customer on the following basis (unless stated differently in the Delivery Conditions and specified on the website of the Delivery Service Provider via [www.dpd.com](http://www.dpd.com)):

- a. in case of Forwarding Services between European Union members: Immediately, without seeking any instructions from the Customer;
- b. with payment of duties and taxes (when applicable): after maximum 10 calendar days if payment of duties and taxes is not possible due to a lack of instructions and/or for other reasons.

The Customer will reimburse the Service Provider for any costs and expenditure incurred through returning the Parcel (that includes the owed VAT in case the parcel is returned before customs clearance in the United Kingdom).

### 5.6. Disposal of Parcels

In the event of insurmountable obstacles to provide the Services (see article 5.5), including when the Parcel cannot be returned by the Carrier, the Service Provider may, after any compulsory period of storage, to dispose of the goods in the following cases (unless stated differently in the Service Conditions):

- a. If the Service Provider or any other DPD Network Member involved in the Services is unable to seek instructions due to lack of information or if it is unable to identify the Customer and/or the Recipient. The Customer or the Recipient will be deemed to be unidentifiable if neither can be reached or identified within a time frame of 30 calendar days;
- b. If the goods in question are perishable; if the goods pose a hazard to people or property; or if this is required in compliance with an official order.

The Customer will reimburse the Service Provider for any costs and expenditure incurred through their disposal.

### 5.7. Destruction of Parcels

5.7.1. If the preconditions set forth in article 5.6 apply, unless stated differently in the Service Conditions and specified on the website of the Service Provider via [www.dpd.com](http://www.dpd.com), the Service Provider and any other DPD Network Member involved in the Service will reserve the right, after any compulsory period of storage, to arrange the destruction of the goods if they cannot be disposed of or sold and provided that doing so is not in violation of the Customer's interests as may be apparent to the Service Provider.

5.7.2. If the Service Provider is unable to seek instructions due to lack of information or if it is unable to identify the Customer and/or the Recipient within 30 calendar days (see article 5.6), the Service Provider will wait for an additional period of 30 calendar days. This additional period will not apply in the case of perishable goods, goods which pose a hazard to people or property, or in the event of an official order.



5.7.3. The Customer will reimburse the Service Provider for any costs and expenditure incurred through their destruction.

### 5.8. Customs clearance

5.8.1. Customs clearance is handled as follows, unless stated differently on the website of the respective Service Provider under [www.dpd.com](http://www.dpd.com).

If the Service includes customs clearance or if the Service Provider considers it necessary or suitable, the Service Provider processes the customs formalities:

- a. in its own name and on behalf of the Customer or the Recipient (depending on the Incoterm used) in the Sending Country and in the Delivery Country, as provided in the indirect customs representation,
- b. in the name and on behalf of the Customer or the Recipient (depending on the incoterm used) in the Sending country and in the Delivery Country, as provided in the direct customs representation.

5.8.2. Service Provider being entitled to appoint and be substituted any third party agent of its choice. Unless otherwise specially agreed, the Parcel can be shipped by the Customer only under DAP Incoterm.

5.8.3. Under DAP, the Service Provider must be appointed and empowered:

- a. the Customer, to carry out the acts and customs formalities in the exporting country, under the customs legislation that applied in the exporting country,
- b. the Recipient, to carry out the acts and customs formalities in the importing country, under the customs legislation that applied in the importing country.

5.8.4. Without being empowered, the Service Provider shall be entitled to suspend the customs clearance.

5.8.5. Under DAP Incoterm, the Customer may directly inform the Recipient of the requirement to appoint the Service Provider to provide the customs clearance.

5.8.6. Under DAP DP Incoterm, the Customer undertakes to obtain from the Recipient of the Parcels a mandate of empowerment allowing the Service Provider to carry out the acts and customs formalities, in the importing country, on behalf of the Recipient.

5.8.7. Moreover, in case of direct customs representation, such representation must be expressly specified in the mandate of empowerment of the Service Provider, as well as the exclusive customs liability of the Recipient.

5.8.8. The Service Provider will charge additional fees for such services according to section 7.3 and may request an advance fee in accordance with section 7.4, it being agreed that the Service Provider shall be entitled to suspend all customs clearance actions until this advance is paid by the Customer or the Recipient (depending on the Incoterm used). It is the Customer's liability and undertaking to abide by any and all relevant laws, rules and regulations in all countries concerned when a Parcel crosses borders.

5.8.9. The Customer shall be liable and must hold the Service Provider harmless against any and all consequences of the Customer not complying with the relevant customs law, rules and regulations.

5.8.10. Under DAP DP Incoterm, the Customer undertakes to bear the risks and costs relating to the acts and customs formalities carried out by the Service Provider in the importing country on behalf of the Recipient, including:

- a. the customs debt defined in article 2.1 as all import duties and all related import taxes calculated under the Customs and tax legislation in force in the importing country,
- b. all penalties and late payments interests relating the customs debt and notified by the customs authority in the importing country.

5.8.11. The Customer authorizes and places orders with the Service Provider, in accordance with article 18 and further of the Union Customs Code (Regulation no. 952/2013/EU), against the agreed remuneration, to draft and submit declarations as prescribed in the customs legislation - and where possible in other legislation - 'in the name and for the account of' the Customer.

5.8.12. This authorization and order apply to the shipment of goods presented by/on behalf of the Customer, for which the Customer has provided the Service Provider with the records/information. This authorization and order comprise all acts and communications up to and including the completion of the verification of the declaration and communication of the amount of the customs debt.

5.8.13. In connection with the authorization, the Customer shall submit to the Service Provider proof of the existence of its company, the current location and which persons are authorized to legally represent the company (for example, a current extract of the company's registration in the Trade Register or a statement from the company that shows the authority of the person granting the power of attorney).

5.8.14. The Customer indemnifies the Service Provider against all claims relating to the customs clearance.

## 6. Services of the Service Provider

### 6.1. 6.1.1. Selection of the Service Provider Service by Customer

The Customer shall select one of the following Services:

- a. "CLASSIC EUROPE"
- b. "CLASSIC SHOP"

The selected Service will be indicated on the Transportation Document.

6.1.2. The respective features, Services and options related to any of the "CLASSIC EUROPE" and "CLASSIC SHOP" Services are published and can be found on the website of the Service Provider at [www.dpd.com](http://www.dpd.com).



6.1.3. The Customer must also indicate on the Transportation Document:

- a. In case of CLASSIC EUROPE Service: the name and address of the Recipient.
- b. In case of "CLASSIC SHOP Service: the name of the Recipient and the name and address of the Pickup Parcel Shop where the Parcel must be delivered.

6.1.4. Should the Customer intend to request special Services and/or request Services with regards to Parcels containing goods subject to the limitations and exclusions listed in article 5.2 above, the Customer must contact the Service Provider for information and, as the case may be, prior and written agreement prior to making any such Parcel.

### 6.2. Receipt of Parcel

Upon receipt of Parcels with Transportation Documents attached, the Service Provider will scan the Parcel. This will produce a Scan Record as evidence of receipt of the Parcel. Neither the Scan Record nor the document shall be evidence of the nature, quantity or weight of the goods at the time received by the Service Provider.

### 6.3. Delivery and excluded areas

Delivery areas and excluded areas (places and postal codes) are defined for the CLASSIC EUROPE and CLASSIC SHOP Services and can be viewed at [www.dpd.com](http://www.dpd.com). Customer must check this before preparing any Parcel and take all necessary information measures vis-à-vis the intended Recipient. If the Service selected by the Customer is not available for a specific delivery area, the Parcel will be returned to the Customer at the Customer's entire costs and the Service Provider shall not be liable therefore in any manner.

### 6.4. Forwarding Services

6.4.1. The Services shall commence when the Parcel is received by the carrier engaged by the Service Provider whether at the point of collection or on the Service Provider's premises. The Service Provider may forward a Parcel by any means of conveyance and by any route.

6.4.2. As specified in the Service Conditions the Services shall end (unless otherwise previously determined):

- a. when the Parcel is offered by the Carrier for delivery in accordance with article 6.5;
- b. or when the Parcel is stored by the Service Provider or DPD Network Member after the latest attempt of delivery by the Carrier as specified in the Service Conditions:
  1. in order to "await further instruction" and such instructions are not given; or
  2. in order to "be kept until called for" and if the Parcel is not called for within a reasonable time.

6.4.3. After the end of the Services, the Service Provider shall organize the storage of such Parcel at the Customer's sole risk and arrange for the return or disposal of the Parcel pursuant to article 5.

6.4.4. The Service Provider does not accept any liability whatsoever for any claim relating to the seizure or detention of Parcels, or of any goods in the course of Transit by customs or other government authorities.

### 6.5. Principles of delivery

6.5.1. Parcels will be delivered by the Carrier engaged by the Service Provider pursuant to the following conditions, depending on the Service:

- a. CLASSIC EUROPE,
- b. CLASSIC SHOP,

on working days (Monday to Friday) following pickup in each case by the Carrier. Delivery for the CLASSIC EUROPE and CLASSIC SHOP Services can take place on Saturday depending on the Delivery Country (this information can be found at [www.dpd.com](http://www.dpd.com)).

6.5.2. The Transit time and delivery time presented by the Service Provider are indicative and no rights can be derived therefrom.

6.5.3. The CLASSIC EUROPE Service includes the Predict service, without additional charge, which enables the Recipient to become aware of the expected delivery date and timeframe defined per Delivery Country as described on the website of the Service Provider at [www.dpd.com](http://www.dpd.com). The Predict service can only be activated if the Customer provides the Service Provider with the Recipient's e-mail address and/or phone number.

6.5.4. All Services allow the Customer and Recipient to monitor the Transit of the Parcel using the track and trace function on the Service Provider's website at [www.dpd.com](http://www.dpd.com).

For CLASSIC EUROPE Service, redeliveries and new delivery attempts are carried out up to the related contractual number as described in the Service Conditions at [www.dpd.com](http://www.dpd.com).

### 6.6. Handover of the Parcel

6.6.1. Except in case of delivery in a Safe Place, the Service Provider could require the Recipient of a Parcel to be of Legal Age, if required in the Sending and Delivery Countries, and to sign an ESCD or any other required instruments as proof of delivery of the Parcel. The Customer and the Recipient accept the confirmation of receipt of the Parcel with the use of electronic device and are not entitled to any claims related to the confirmation of delivery of the Parcel with the use of electronic device. Any record of the Recipient's signature obtained by the Service Provider shall be conclusive evidence of the delivery of the Parcel. In case of Delivery in a Safe Place, the Delivery Scan Record shall be evidence of delivery of the Parcel.

6.6.2. The Parcel is handed over to the Recipient or another person who is located at the exact deliverable Recipient address. The Carrier is not obligated to assess whether this person is actually authorized to receive the Parcel. The Carrier may request specific information or evidence at the time of delivery as indicated in the Service Conditions. For CLASSIC EUROPE Service, if delivery must be made principally or alternatively to a Neighbor, a Safe Place or a Different Address, the Carrier is not obligated to assess whether the Recipient at this alternative place or address is duly authorized to receive the Parcel. Any person at those locations shall be deemed as authorized.

6.6.3. When a Parcel is delivered to hotels, hospitals, universities, government offices or installations, or other facilities with a mail room or central receiving area, the Parcel may be delivered to the mail room or central receiving area, unless otherwise authorized and agreed by the Service Provider until shipment of the Parcel.

### 6.7. Cash-on delivery Parcels

6.7.1. Depending on the Delivery Country as specified on the website of the Service Provider at [www.dpd.com](http://www.dpd.com), cash-on-delivery Parcels are delivered exclusively against payment of the price of the goods and any other duties and taxes where applicable.

6.7.2. The conditions of delivery and conditions of payment are precisely described on the Service Provider website at [www.dpd.com](http://www.dpd.com) and in the Service Conditions.

6.7.3. The Customer must indicate its bank account number and provide the Service Provider with all requested documents before the delivery by the Carrier at the latest. Upon successful delivery, the amount collected from the Recipient will be transferred to the bank account of the Customer as soon as practicable according to the Service Conditions. The transfer will be made with reference to the Parcel label number [or the Transportation Document number] and, if known, the intended purpose.

### 6.8. Returns

The conditions and terms of the returns of Parcels upon Consignee's decision can be found on the website of the Service Provider as specified in the Service Conditions at [www.dpd.com](http://www.dpd.com). Returns are available for a fee to be charged to the Customer.

## 7. Pricing and Payment

### 7.1. Services price

7.7.1. The amount of charges will be agreed between the Service Provider and the Customer based on and applying Service Provider's standard price list in force available on the website of the Service Provider at [www.dpd.com](http://www.dpd.com) or communicated by the Service Provider to the Customer upon request or based on the price list specifically agreed between the Customer and the Service Provider. Price calculations and quotations made by the Service Provider will be based on the quantity information supplied by the Customer and these Conditions. Regardless of the application of article 5.4, the Service Provider reserves the right to amend prices if information provided by the Customer is incorrect, in particular in case of improper weight calculation and/or size calculation by the Customer.

7.7.2. In the absence of an individual agreement, the Service Provider's standard price list shall apply. The prices valid on the day of receipt of the Parcel apply. For cases in which the weight determines the price, the weight established by the Service Provider at the shipping depot is taken as the basis for calculating the price.

### 7.2. Surcharges

Where applicable, the Service Provider reserves its right to invoice the Customer, at the level published on the website of the Service Provider at [www.dpd.com](http://www.dpd.com), the following surcharges including but not limited to:

- a. fuel surcharge,
- b. road toll,
- c. in the absence of any or inadequate packaging or labeling of the Parcel,
- d. oversized and/or overweight Parcels,
- e. surcharges as a consequence of the Services relating to customs activities;
- f. other surcharges in accordance with the Conditions available on the website of the Service Provider at [www.dpd.com](http://www.dpd.com).

### 7.3. Charges, Taxes and fees

The Customer is liable for transport fees, costs, expenses, customs fees, (but also taxes and duties depending on the Incoterm used), general average deposits or contributions and other charges and has to reimburse the Service Provider for them. This also applies if they are to be paid by the Recipient or if they are caused by that party, and if these amounts are not paid by the Recipient to the Service Provider upon the first request for payment.

- a. The Service Provider's charges for organization of carriage and other services shall be payable by the Customer; however, the Service Provider shall also have the right to demand and obtain payment from the Sender (if different from the Customer) or the Recipient, or from any other person who may be liable to pay the charges.
- b. Payment of Service Provider's charges is due no later than the date specified on Service Provider's invoice/statement or such other period as may be expressly agreed with the Customer in writing by an executive director of the Service Provider. If any payment under the Agreement is overdue then, without prejudice to Service Provider's other rights and remedies, the Customer shall pay interest on the overdue amount as specified on the Service Provider's standard price list (whether before or after judgment) at a rate specified on the website of the Service Provider at [www.dpd.com](http://www.dpd.com), such interest will accrue on a daily basis, from the due date for payment until payment is made in full.
- c. The Service Provider reserves the right to charge the higher of (i) Volumetric Weight; or (ii) real weight for all Parcels.
- d. A claim or counterclaim by the Customer shall not be made the reason for deferring or withholding payment or monies payable, or for refusing to reimburse liabilities incurred by the Service Provider.
- e. The Service Provider shall be entitled at any time and from time to time to increase Service Provider's charges for organization of carriage or other services by giving to the Customer not less than 30 days prior written notice to accord with increases in relevant costs of Service Provider's business including but not limited to, fuel, congestion charges, license fees, postal fees and labor.
- f. All amounts payable by the Customer may be subject to Value Added Tax which shall be charged at the applicable rate.
- g. In the event that the Service Provider pays or agrees to pay to any third party any duty and/or taxes and/or levy in respect of any Customer's goods:
  1. the Service Provider shall do so on the sole basis that in doing so it is acting as the Customer's fully authorized agent;

2. whether or not delivery of the goods is made to the Consignee's address, immediately upon receipt of Service Provider's duty invoice in respect of such duty and/or tax and/or levy the Customer shall settle such duty invoice in full;
3. in the event of the Customer failing to comply strictly with sub-section 7.3 (g)(ii) above, the Service Provider shall be at full liberty to deal with the goods based on its lien on the goods.
- h. The Customer shall pay to the Service Provider any duties, taxes, levies, additional fees for customs clearance services, customs assessments, fines or other penalties and unusual costs, claims and expenses (including administrative costs) incurred by the Service Provider as a result of it conveying and clearing the goods.
- i. The Customer must notify the Service Provider about any query in relation to any invoice from the Service Provider within 14 calendar days of the invoice date and confirm that query to the Service Provider by notice in writing within 28 calendar days of the invoice date. If the Customer does not do this, the Service Provider will not be liable (whether in contract, tort, negligence or otherwise and howsoever arising) for any error in the invoice nor shall the Service Provider be required to re-pay any sums paid by the Customer unless the Customer can prove that:
  1. it was not reasonably possible for the Customer to notify the Service Provider of the query, or confirm it in writing, within the time set above; and
  2. the notification or confirmation was made at the first reasonable opportunity and in any event no later than 6 months after the invoice date.

#### 7.4. Advance

7.4.1. The Service Provider reserves the right to make the provision of its Services dependent upon payment in advance or upon securing of the fees, or part thereof, by the Customer (for example with regard to customs clearance).

7.4.2. If there are any doubts about the ability of the Customer to meet its payment obligations, the Service Provider reserves the right to request payment in advance or provision of security; even after an order has been placed. If payment is not made in advance or no securities are furnished, the Service Provider reserves the right to dissolve the Agreement and to discontinue the provision of Services immediately, without prior notice to the Customer.

#### 8. Liability for loss and damage and delay

- 8.1. Subject to the conditions of this article 8 and articles 5.3, 9, 10 and 11, the Service Provider shall be liable for any physical loss of, or physical damage to, goods during Transit (as defined in article 6), and storage, except as described in the specific provisions published on the website of the Service Provider at [www.dpd.com](http://www.dpd.com) and except to the extent that such loss or damage has arisen from or consists of:
- a. the Customer or Recipient not taking or accepting delivery within a reasonable time in accordance with the applicable Service Conditions;
  - b. a breach of the Agreement including these Conditions, including the breach of any of the Customer warranties set out in article 5.1, the Services condition or the general terms and conditions of the Service Provider.
  - c. loss, damage or breakage of articles which is the result of the properties inherent to goods which are excluded from the provision of Services as set out in article 5.2;

- d. any act or omission by the Customer or Recipient or owner of the goods or by the employees or agents of either, and any act or omission by any person, other than the Service Provider and the DPD Network Member;
  - e. compliance by the Service Provider or a DPD Network Members with the instructions from the Customer or Recipient or its employees or agents;
  - f. inability of the Service Provider to provide copies of delivery records and signature and deletion of data, loss or and irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film;
  - g. inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods, wear and tear, depreciation, moths, vermin, or the effect of any process of cleaning, dyeing or restoring any article;
  - h. seizure under legal process, any other acts or omissions of any customs office, governmental bodies or other regulatory agencies and any observance by the Service Provider of rules and regulations and decisions and orders issued by customs, governmental bodies and regulatory agencies;
  - i. any force majeure event, meaning an event beyond the reasonable control of the Service Provider and which is not for the risk of the Service Provider under the Agreement, these Conditions, the general terms and conditions of the Service Provider or the Service Conditions, including but not limited to seizure under a legal process, consequence of war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property, extreme weather conditions, compliance with any law, or order of any government or public or local authority, pandemic, riots, civil commotion, strikes, lockouts, general or partial stoppage or restraint of labor from whatever cause, accident, breakdown of plant or machinery, disruption of road and/or air traffic, fire, flood, storm or default by suppliers or subcontractors such as Carriers, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, the direct or indirect effect of ionizing radiations or contamination by radioactivity;
  - j. fraud by the Customer or the owner of the goods or the servants or agents of either.
- 8.2.** The Service Provider use its reasonable efforts to convey and deliver a Parcel the indicative Transit time pursuant to the Service Conditions. The Transit and delivery time are not binding and no rights may be derived therefrom and in no event shall lead to a claim from the Customer on the Service Provider.
- 8.3.** For the avoidance of doubt, the Service Provider is not liable in the event that:
- a. the Parcel was not in Transit or in storage (as defined in article 6) at the time of the loss or damage incurring event;
  - b. and/or the Parcel does not have a Scan Record or another form of record showing that the Parcel was entrusted to the Service Provider, the Service Provider shall not be liable for loss or damage to the Parcel.
- 8.4.** The Service Provider does not provide insurance coverage for losses, damages, loss of profits and delays not covered or excluded under this article 8, or in excess of the relevant limitations of liability set forth in articles 9 and 10. Should the Customer or the Recipient require insurance covering the above referred not assumed liabilities and risks, the Customer and/or the Recipient shall procure such insurance cover be provided by their/its insurer(s) or insurance broker(s).



8.5. The Service Provider does not make any warranty nor accept any liability other than expressly set forth in these Conditions.

### 9. Limitation and exclusion of liability

9.1. Except where apply (1) any increased cap offered by the Service Provider as published on the website of the Service Provider or (2) any "Extended Cover" purchased by the Customer and based on declared value of goods as specified in the Service Provider website at [www.dpd.com](http://www.dpd.com), and subject to articles 5.2, 8, 11, 12 and 13 hereof and the other provisions of this article 9, the Service Provider's liability for the loss of or damage to any goods and/or for any other matter (howsoever arising) under an Agreement shall be limited to the lesser of the repair or replacement cost of lost or damaged goods (the Customer shall provide proof of value of goods lost or damaged) and;

- a. in case of transportation by road by the Carrier engaged by the Service Provider, the liability cap set out in the Agreement and these Conditions;
- b. in case of transportation by air by the Carrier engaged by the Service Provider, the liability cap set out in the Agreement and these Conditions;
- c. in case of transportation using combined means of air and road transportation by the Carrier engaged by the Service Provider, up to the liability cap mentioned in in the Agreement and these Conditions;
- d. for all Parcels undertaken as part of Services tailored by the Service Provider to the Customer's individual requirements, these Services shall be subject to any limitation of liability set out in the relevant agreement entered into between the Customer and the Service Provider.

9.2. In the case of cash-on-delivery Parcels delivered by the Carrier, the Service Provider will not be held liable in the following cases or as specified in the Service Provider website at [www.dpd.com](http://www.dpd.com):

- a. when the Customer has not submitted a written complaint to the Service Provider within a period of 15 days after delivery detailing the non-receipt of the cash-on-delivery amount;
- b. in the case of damage that results from incorrect or incomplete details on the cash-on-delivery Parcel and/or incorrect labelling and/or illegible information on the cash-on-delivery parcel label;
- c. if non-collection of the cash-on-delivery amount is attributable to an error or negligence on the part of the Customer; when delays occur in collecting or transferring the cash-on-delivery fees;
- d. if the value of the goods or the cash-on-delivery fees exceeds the maximum cash-on-delivery fee defined in the specific provisions set out by the Service Provider as published on its website at [www.dpd.com](http://www.dpd.com).

9.3. The Service Provider shall under no circumstances be liable to the Customer for any loss of profit, or any indirect or consequential loss, including, but not limited to the costs of recompiling the information contained on the goods, arising under or in connection with the Agreement.

### 10. Extended Cover

10.1. For all Services governed by these Conditions, if the Customer has paid or agreed to pay the Service Provider's charge for 'Extended Cover' and the Service Provider has agreed to the extension, the Customer shall benefit from extended liability insurance as defined in the specific provisions set out by the Service Provider as published on its website at [www.dpd.com](http://www.dpd.com).

10.2. The actual value of any goods lost or damaged shall be ascertained by reference to its repair, replacement, resale or fair market value at the time and place of collection, whichever is less. In no event shall such value exceed the original cost of the item actually paid by the Customer.

**10.3.** If a Customer requires 'Extended Cover', it shall fully disclose to the Service Provider, should it so request, the nature of goods to be carried. The Service Provider shall, in its sole discretion, decide whether 'Extended Cover' shall apply to any Parcel for which it is requested.

### **11. Claims**

**11.1.** 11.1.1. The Service Provider must be notified not later than the time of delivery in the case of apparent loss or damage.

11.1.2. In the case of loss or damage which is not apparent, the fact of delivery shall be prima facie, evidence that the Recipient has received the goods in the condition described in the consignment note. In the case of loss or damage which is not apparent the claims referred to shall be made in writing within seven (7) days of delivery in the case of non-apparent loss or damage, excluding Sundays and public holidays.

11.1.3. The claims must be made in writing, and should be justified with accurate, complete and quantified information, dated and signed. The Customer should confirm any loss, damage or delay by notice in writing within twenty-one (21) days of the date of dispatch.

11.1.4. If the Customer fails to do so or fails to justify the claims, the Service Provider shall not be liable for any loss, damage or delay, save and except where the Customer proves that:

- a. it was not reasonably possible for the Customer to advise the Service Provider or make such claim in writing within the time limit applicable; and
  - b. such advice or claim was made within a reasonable time,
- in which case the Service Provider shall not have the benefit of exclusion of liability afforded by this article 11.1.

**11.2.** The limitation period of the Customer's rights to claim damages with the Service Provider shall in any case - unless a legal action is brought - be one (1) year. In the event of partial losses, damages or delays the limitation term starts on the date of delivery. In the event of complete loss, the limitation term starts on the thirtieth day after the agreed upon delivery term. In the event no delivery term was agreed upon, the limitation term start on the sixtieth day of the receipt of the Parcels by the Carrier. In all other cases, the limitation term starts three months after entering into the Agreement.

**11.3.** In the event of a claim for damages, the Customer must be able to present the Parcel for inspection at the location on time suitable upon Service Provider's request.

**11.4.** All claims must be fully documented pursuant to the requirements described on the Service Provider's website and the Service Provider shall have no obligation to pay any claim until all fees and other related charges and taxes related to the relevant Parcel have been paid.

**11.5.** Any payment of any claim by the Service Provider shall be a full and final settlement of such claim.

### **12. Customer's indemnity**

**12.1.** The Customer shall indemnify the Service Provider, DPD Network Member and/or its Suppliers against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Service Provider arising out of or in connection with:



- a. any negligent act, negligent omission, negligent misdirection or negligent misstatement by the Customer, Sender or Recipient, its servants or agents;
- b. claims of any nature for loss or damage resulting from the transportation of dangerous goods or goods which are not accepted for the provision of Services by the Service Provider pursuant to article 5.2 (provided that the provision of Services has not been accepted by the Service Provider or should such acceptance be given the Customer has been in breach of its undertakings, representations and warranties in respect of the shipped dangerous goods under these Conditions);
- c. claims and demands of any nature in respect of loss of or damage to the goods made by the Recipient and/or any third party additional to or in excess of the limits of liability of the Service Provider set out in these Conditions;
- d. any claims made or penalties imposed by any customs office, tax authorities and/or any other governmental bodies or regulatory agencies on account of any breach of the Customer's obligations, representations and warranties;
- e. (v) any fine paid in the event of an insincere or erroneous declaration for Customs, as well as any duties and taxes payable by the Recipient in the event that the latter fails to pay them.
- f. claims and demands made by any third party attributable to lack of authority on the part of the Customer to enter into the Agreement upon these Conditions;
- g. breach of any of the warranties set out in article 5.1;
- h. any inaccurate or false information supplied to the Service Provider by the Customer which relates to the Customer and/or the goods comprised in any Parcel;
- i. the Customer's failure to include the relevant Commodity Code, where required by the Service Provider under these Conditions;
- j. the Customer's failure to provide correct written notification in advance of any Parcel which is not standard or permanent export;
- k. any claim being made by any third party against the Service Provider in respect of loss of or damage to the goods or in respect of any conversion of or interference with the goods.

### **13. Extension of protection to employees and agents**

The Customer acknowledges and agrees that the provisions of articles 5.3, 8, 9, 10, 11, 12, and 15 are aimed at extending the protection of, at limiting the liability of, and at indemnifying the employees and agents of the Service Provider and that such provisions have been entered into and shall be enforceable by the Service Provider for itself and as trustee or agent for such employees and agents.

### **14. Liens and other retention right and offsetting**

#### **14.1. Lien and retention**

In the event of claims against the Customer which are due and, where legally permissible, not yet due, the Service Provider shall have a lien on all goods carried for the Customer for any amount due to the Service Provider whether pursuant to the Agreement or otherwise and for the cost of recovering the same and has the right to retain the goods and other assets handed over to the Service Provider or which have otherwise come into Service Provider's possession.

If payment has not been completed within a time limit of thirty (30) days, the Service Provider will be free to dispose of the relevant goods as it sees fit. The right of retention will apply to all goods which had

been handed over to the Service Provider and will be applied to the balance arising from all business activities with the Customer.

The Customer is not entitled to assert a right of retention against the Service Provider.

### 14.2. Offsetting

The Customer is not entitled to offset claims against claims asserted by the Service Provider, except for claims that a court of law has judged legally valid or that the Service Provider has acknowledged as legitimate.

### 14.3. Prohibition on assignment

The Customer may not assign rights and duties under the Agreement to a third party and/or transfer the contractual relationship to a third party without the prior written permission of the Service Provider.

## 15. Data Protection

For the purposes of these Conditions and the Service Provider's processing of Personal Data in connection with the performance of the Services, the Service Provider shall act as Data Controller, as per the meaning of the Data Protection Regulation.

**15.1.** Personal Data means any data relating to an identified or identifiable natural person directly or indirectly, in particular for the performance of the Services such as: name, address, phone number, email of the Customers and the recipients. The Personal Data provided by the Customer to the Service Provider are required for the performance of the Agreement. The Personal Data will be used by the Service Provider, and any third party (such as carriers and ICT companies) involved in the performance of the Services, particularly:

- a) to perform the Services, including tracking of parcels, delivery notifications to recipients, and managing delivery preferences;
- b) to carry out customs formalities and embargo control;
- c) to provide the Customer with the proof of delivery;
- d) to manage the information requests of customers on the delivery status of the parcels;
- e) to issue offers of similar products and services, by any mean of communication, as part of customizing business relations;
- f) to measure the level of satisfaction of the recipients and improve the services.

The Service Provider undertakes to only transfer outside the European Economic Area (EEA) Personal Data which are necessary for the performance of the Services. The Personal Data are retained in a form allowing the identification of persons, only for the time necessary for the performance of the Services or after the stipulated storage period. The Service Provider will extract the Personal Data from the process at the end of stipulated storage period. Personal Data will never be stored longer than the legal terms or longer than necessary. The Service Provider will respond to requests by data subjects to exercise their rights set out in the Data protection Regulation and/or requests for information from the data protection control authorities. The data subjects shall have the right of access, and to rectification, object, restriction of processing, data portability by transmission of his data where technically feasible, and erasure of their personal data processed by the Service Provider. For any problem linked to the

management of their personnel data, the data subjects shall have the right to lodge a complaint with any relevant supervisory authority.

15.2. The Service Provider shall take all measures necessary to preserve the integrity, availability and confidentiality of the Personal Data. In particular, the Service Provider undertakes to establish the technical and organizational measures needed to ensure an appropriate level of security and confidentiality.

The Service Provider in particular undertakes to:

- a) take the steps necessary to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, disclosure or unauthorized access;
- b) only make the processed Personal Data accessible and consultable to those staff who are authorized to do so because of their functions and within the strict limit of what is necessary for them to perform the services.

### **16. Compliance with Applicable Regulation / Anti-Bribery / Export Control**

16.1 The Customer represents, warrants and agrees that it has been at all times and will continue to be in compliance with all (potentially) applicable anti-corruption/anti-bribery laws. In particular, the Customer represents, warrants and agrees that it will not make, offer, promise, or authorize any gift of money or anything of value ("bribe") to obtain or retain business, or to direct business to any person, or to obtain any unfair advantage, in violation of applicable laws.

16.2. The Customer hereby represents and warrants to the Service Provider and the DPD Network Member that it complies with any applicable national and international export control regulation. In this respect, the Customer represents and warrants that it complies with :

- a. any applicable national and international regulation concerning dual-use items,
- b. any restrictive measure or embargo imposed in the framework of the programs of the United Nations, EU or US or any other national or international program, and
- c. any applicable national and international regulation against terrorism and money laundering, etc.

16.3. The Customer represents and warrants that it is not among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Office of Foreign Assets Control (OFAC) at its official website, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or any replacement website or other replacement official publication of such list ("SDN").

16.4. In addition, the Customer is hereby informed and accepts that the data of itself, its employees, its Clients (individuals and undertakings, hereinafter the 'Clients'), of the clients of its Clients if applicable (hereinafter: the 'Final Clients') and of the Recipients relating to the performance of the Services be uploaded in the SDN monitoring tool of the Service Provider and/or DPD Network Member in order to verify that such employees, Clients, Final Clients and Recipients are not identified on the SDN list or any of the United Nations or any other national or international comparable list. The Customer undertakes to inform its employees and Clients of such use of the employees, Clients, Final Clients, Recipients' data by the Service Provider and/or DPD Network Member. The Customer hereby undertakes to notify to the

Service Provider and/or DPD Network Member any knowledge or suspicion it may have that its employees, Clients, the Final Clients, Recipient, Supplier or subcontractor are in breach with any of the above-mentioned regulations or are identified on the SDN list or any of the United Nations or any other national or international comparable list.

16.5. Otherwise, the Customer shall be deemed in breach of these Conditions and the Service Provider or the DPD Network Member shall have the right, in its sole discretion, to:

- a. check the content of the parcel via any means available to the Service Provider or DPD Network Member,
- b. apply the procedure required by such competent authorities including the temporary storage and destruction of the Parcel at the Customer's cost.
- c. to return or hand over the parcel to the competent authorities,
- d. to suspend the Service,
- e. to terminate the Agreement,
- f. transfer any required information to the competent authorities.

16.6. The Customer shall inform its employees, Clients, Final Clients and Recipients prior to the performance of the Services of the Service Provider and the DPD Network Member's rights.

16.7. The Service Provider or the DPD Network Member shall not accept any liability for and shall therefore not be obliged to compensate direct and/or indirect damage, costs and/or losses by the Principal and/or third parties, which direct and/or indirect damage is caused by or relates in any way to the implementation of the mentioned law and regulation, for the delay, interruption or suspension of the Services, termination of the Agreement, consequences of relevant data not being correct or complete, the transfer of the employees, Clients, Final Clients or Recipient's data further to the request of the competent authorities, the destruction of the Parcel by the Service Provider, DPD Network Member or competent authorities or any other consequence that is the result from any other appropriate measure taken by the Service Provider or the DPD Network Member in application of the present article unless damages are a result of gross negligence or intent of the Service Provider or the DPD Network Member.

### 17. Non-Waiver

Any failure by the Service Provider to enforce or apply any provision of these Conditions shall not constitute a waiver of that provision and shall not otherwise remove or reduce Service Provider's right to enforce that provision.

### 18. Severability

If any of these Conditions or any part is held to be invalid for any purpose, it shall for that purpose be deemed to have been omitted but shall not prejudice the effectiveness of the remainder of these Conditions.

### 19. Intellectual Property

19.1. All Intellectual Property Rights in any materials (including software) supplied by the Service Provider to the Customer and in any methods of work and processes used by the Service Provider in connection with this Agreement are and shall remain the exclusive property of the Service Provider.

**19.2.** “CLASSIC”, “Pickup” and “Predict” are registered and protected trademarks of the Service Provider. Nothing in these Conditions shall imply any license or other permission to use or reproduce any such trademarks, materials, methods and processes save as expressly agreed in writing by the Service Provider.

## **20. Dispute Resolution**

### **20.1. Jurisdiction**

Any dispute arising in relation to the contractual relationships between the Customer and the Service Provider and/or the services rendered by the Service Provider or connected with these Conditions and/or any other legal relationship between the Service Provider and the Customer shall be subject to the Exclusive competence of the courts of the country of the seat of the Service Provider.

### **20.2. Domicile choice**

The Service Provider chooses its corporate seat as the domicile for all legal proceedings.

### Appendix 1 – Selected Countries

Belgium (BE)	(DPD Belgium SA)
Croatia (HR)	(DPD Croatia DOO)
Czech Republic (CZ)	(Direct Parcel Distribution CZ sro)
Estonia (EE)	(DPD EESTI AS)
France (FR)	(Chronopost SAS)
France (FR)	(DPD France SAS)
Germany (DE)	(DPD (Deutschland) GmbH)
Hungary (HU)	(DPD Hungaria Futarpostai Csomagkuldo Szolgaltato KFT)
Ireland (IE)	(Interlink Ireland LTD)
Latvia (LV)	(DPD Latvija SIA)
Lithuania (LT)	(DPD Lietuva UAB)
Luxembourg (LU)	(DPD (Luxembourg) SARL)
Netherlands (NL)	(DPD (Nederland) B.V.)
Poland (PL)	(DPD Polska SP.ZO.O)
Portugal (PT)	(Chronopost Portugal Transporte Expresso International SA)
Slovakia (SK)	(Direct Parcel Distribution SK sro)
Slovenia (SI)	(DPD Kurirska in Paketna Distribucija DOO)
Spain (ES)	(SEUR GeoPost SL)
Switzerland (CH)	(DPD (Schweiz) AG)
United Kingdom (UK)	(DPDgroup UK LTD)

# GTC Classic / Express Service DPD (Nederland) B.V.



## **Appendix 2 – Service Conditions**

Vindbaar op [www.dpd.nl](http://www.dpd.nl) in de footer van de DPD homepage.

**DPD (Nederland) B.V.**

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