

General Terms & Conditions

Classic-Service / Express-Service

These General Terms and Conditions have been deposited at the Chamber of Commerce in Eindhoven, The Netherlands, on 1 June 2015, under number 09118128. If and insofar a conflict exists between this text and the Dutch version of this text, the Dutch version will prevail.

1. Definitions

- 1.1 Agreement: the Services agreement between the Forwarding Agent and the Principal;
- 1.2 Carrier: any legal entity or natural person who is commissioned by the Forwarding Agent for the carriage of Parcels;
- 1.3 Consignee: the legal entity or natural person to whom the Parcels are to be delivered by the Carrier;
- 1.4 DPD Manual: the manual drafted by the Forwarding Agent which contains detailed descriptions of the Services;
- 1.5 Forwarding Agent: DPD (Nederland) B.V., a company organized under the laws of The Netherlands with limited liability, whose corporate seat is in Best (5684 PK) at the Tormentil 10, The Netherlands, registered in the Trade Register of the Chamber of Commerce under number 09118128;
- 1.6 Legal Provisions: any treaty, convention, arrangement, law, governmental measure or (other) regulation from an international, national or local government body or authority, which is applicable to the Services;
- 1.7 Parcel: the parcel (including its contents) provided by the Principal;
- 1.8 Pickup: pickup points of the Forwarding Agent in Europe, whether a local parcel shop, a self-service pickup station, or a full-service pickup store, where Principals and Consignees can collect or return their parcels;
- 1.9 Principal: the principal of the Forwarding Agent pursuant to the Agreement;
- 1.10 Procurement Value: the value (stated on the invoice) of the Parcel at the moment the Parcel came into the (economic) possession of the Principal, minus a write-off percentage of (depending on the nature of the Parcel) 10% to 20% per year;
- 1.11 SDR: the Special drawing rights supplementary foreign exchange reserve assets defined and maintained by the International Monetary Fund (IMF), which represent a claim to currency and of which the exchange rate is based on the U.S. dollar, the euro, the Japanese Yen and the British Pound Sterling. Any claim to damages in transportation law is calculated on the basis of the SDR;
- 1.12 Service(s): the entirety of the activities of the Forwarding Agent concerning forwarding, i.e. the conclusion of contracts of carriage for Parcels by the Forwarding Agent on behalf of the Principal with Carriers, or the drafting of a clause in one or more of such contracts of carriage for the Principal;
- 1.13 Transit Document(s): the (air transportation) consignment note, distribution list, CMR list, the Geodata or the parcel label whereby the Carrier acknowledges the receipt of a Parcel and obligates himself to the delivery thereof.

2. Severability of these General Terms and Conditions and Agreement

If any article and or provision of these General Terms and Conditions or the Agreement is (partly or entirely) invalid or unenforceable the remainder of these General Terms and Condition and the Agreement shall remain in force. All provisions of these General Terms and Conditions and the Agreement are severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions. The Parties undertake to replace the ineffective or void provision with a valid provision which approximates to it as closely as possible in economic, technical and/or legal terms. The remaining provisions will be interpreted in such a manner as to carry out the full intention of the parties as also evidenced by any invalid or unenforceable provisions.

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3. Forwarding

- 3.1 The obligations of the Forwarding Agent pursuant to the Agreement always solely encompass the provision of Services with regards to Parcels and enabling the Principal to track the Parcels through electronic means (Track and Trace).
- 3.2 The Forwarding Agent is authorised in the performance of the Agreement to enter into contracts (of carriage) in its sole discretion. Carriers are entitled to have the carriage performed partly or entirely by other parties. Unless the Forwarding Agent has agreed otherwise and explicitly in writing, the Forwarding Agent – in its sole discretion – may choose any delivery method as recorded in the DPD Manual.
- 3.3 The time between the consignment of a Parcel to the Carrier and the delivery to the Consignee (the transit time) is dependent on the location of the Consignee. Any transit times indicated by the Forwarding Agent are considered to be estimates and do not bind the Forwarding Agent, unless explicitly agreed upon in writing. Any notice given of a delivery date does not bind the Forwarding Agent in any way.
- 3.4 If proof of delivery is available for a Parcel, the Parcel is considered to be delivered, unless evidence of the contrary is provided. Proof of delivery is considered to be any notice, statement or remark by the Consignee or a representative of the Consignee, from which is apparent that the Parcel has been received by the Consignee. An analogue or digital signature as meant in art. 3:15a of the Dutch Civil Code (*'Burgerlijk Wetboek'*), or an accepted Quick Response (QR) code, pin code or written permission from the Consignee to deliver the Parcel to a certain location for pickup, all constitute as proof of delivery.
- 3.5 A Transit Document or the signing of such a document does not constitute as evidence against the Forwarding Agent with regards to the amount of Parcels, the contents of Parcels or the suitability of the packaging of a Parcel, unless the Transit Document has been signed by the Forwarding Agent.
- 3.6 In the case the Services involve import, export or transit carriage through the European Union, the Principal is obligated to fulfil any and all necessary requirements stated by customs, unless parties explicitly and in writing agree otherwise. If the parties have agreed that the Forwarding Agent will perform all necessary actions to fulfil the requirements stated by custom, the Principal is obligated to provide a onetime authorisation to the Forwarding Agent for direct representation of the Principal. The Forwarding Agent will only file a declaration of the import or export of goods if a valid and legal authorisation has been received from the Principal.
- 3.7 The Principal shall not provide Services to a broker if the broker requires the Services in order to perform obligations pursuant to an agreement with another logistics provider.

4. Payment and billing

- 4.1 The Principal is at all times (jointly and severally) liable for the payment of the rates as determined in the Agreement and all costs, fines, surcharges and charges related to the performance of the Agreement. If any costs, fines, surcharges or charges shall be borne by the Consignee and the Consignee defaults on the payment obligation, then the Principal is immediately (jointly and severally) liable and obligated to pay the owed amount to the Forwarding Agent.
- 4.2 The invoice of the Forwarding Agent will specify and indicate the Services during the period indicated on the invoice.
- 4.3 The Principal forfeits the right of set-off and suspension of obligations (in Dutch: *'opschorting'*).
- 4.4 The Forwarding Agent will draft the invoices with the greatest care. Nevertheless, it is theoretically possible that an invoice contains an error. To expedite the process of ascertaining whether the invoice is correct, the Principal is obligated to determine whether the invoice is correct within a period of 45 calendar days after the date of the invoice. The Principal must also inform the Forwarding Agent within the aforementioned period of 45 calendar days that it has established that an invoice contains an error. If an

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error has not been discovered or disputed in a notice given to the Forwarding Agent within the aforementioned period of 45 calendar days, then the invoice shall be deemed to be correct and binding on the Principal for all purposes.

- 4.5 Payments by the Principal and the Consignee shall in the first place serve to settle interest due, then the currently accumulating interest, then fines, costs and surcharges (if any), and then the rates.
- 4.6 All prices listed by the Forwarding Agent are exclusive VAT. The Principal will pay the Forwarding Agent at first request all amounts imposed which are due as a result of any governmental measure or requirement, such as VAT, duties, fines and all other amounts resulting from an aforementioned measure or requirement.

5. Security

- 5.1 The Principal is obligated to provide security for all claims the Forwarding Agent has, or will have, at first request from the Forwarding Agent and in a manner which the Forwarding Agent deems necessary. The Principal may be required to provide security, even if the Principal has provided security for previous claims at an earlier date. The Principal is liable for all claims resulting from failure to provide security at first request.
- 5.2 The Forwarding Agent is not obligated in any way to provide security for the payment of cargo, duties, charges, taxes and/or any other costs, if and insofar these are due. If the Forwarding agent has provided security, the Principal is obligated to pay the amount for which security has been provided by the Forwarding Agent at first request.

6. Liability

- 6.1 From the moment the Parcel has been scanned onwards the liability of the Forwarding Agent is limited to the Procurement Value of the Parcel, up to the maximum amount of € 520 per Parcel.
- 6.2 However, if a Parcel was consolidated on a pallet during the pickup by the Carrier and has not been scanned, or was delivered or should have been delivered through a Pickup on request of the Principal, the liability of the Forwarding Agent will be limited as follows:
 - a. In the case of cross-border transport by road: 8.33 SDR per kg of the Parcel's weight (similar to art. 23 (3) CMR), unless the Procurement Value is lower, in which case the Procurement Value will be the disbursement. For example, if the Parcel weighs 10 kgs, the liability will be limited to € 107,10, as calculated in accordance with the exchange rate on 11.3.2015, unless the Procurement Value is lower;
 - b. In the case of domestic transport by road in The Netherlands: € 3,40 per kg of the Parcel's weight (similar to art. 8:1105 Dutch Civil Code), unless the Procurement Value is lower, in which case the Procurement Value will be the disbursement. For example, if the Parcel weighs 10 kgs, the disbursement will be € 34, unless the Procurement Value is lower.
- 6.3 In the case of Services regarding transport by air the liability of the Forwarding Agent is limited to 19 SDR per kg of the Parcel's weight, unless the Procurement Value is lower, in which case the Procurement Value will be the disbursement. For example, if the Parcel weighs 10 kgs, the disbursement will be € 203,49, as calculated in accordance with the exchange rate on 11.3.2015, unless the Procurement Value is lower.
- 6.4 The Principal must report all invisible or concealed losses or damages to the Forwarding Agent. If the Forwarding Agent has not been notified accordingly, the Consignee shall be deemed to have received the Parcel in the condition it was in when the Principal provided it to the Carrier. In the case of cross-border transportation by road or air the losses or damages must be reported within 7 (seven) calendar days after delivery, excluding Saturdays, Sundays and nationally recognised public holidays. In the case of domestic transportation by road the losses or damages must be reported within 7 (seven) calendar days after

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delivery, including Saturdays, Sundays and nationally recognised public holidays. All notices given to the Forwarding Agent regarding losses or damages must at least indicate the general nature of the losses or damages.

- 6.5 Unless the Principal is able to prove the damages are the result or wilful misconduct or gross negligence of the Forwarding Agent, the Forwarding Agent is not liable, whether in contract, strict liability or tort, in the following circumstances:
- a. If the Forwarding Agent presents a forwarding declaration on the basis of the mandatory provision of art. 8:63, paragraph 1 of the Dutch Civil Code. The forwarding declaration contains all documents in the possession of the Forwarding Agent or which the Forwarding Agent can reasonably be required to provide, if and insofar these can serve to claim the incurred damages;
 - b. If the Principal fails to provide the Forwarding Agent with the information necessary in order to assess the validity and extent of the claim (see the DPD Manual);
 - c. If the claim regards a Parcel which – due to the shape or nature of the Parcel – must be partly or entirely processed by hand (a NC-Parcel);
 - d. If the damages – considering the nature of the Parcel and/or the automated method of processing a Parcel – could also have been caused in the event of careful treatment (for example, scratches, dents of a minor nature, breakage of very sensitive items, such as glass, pottery, ceramics, stone, hard plastic, sugar- or chocolate confectionery and cast iron objects);
 - e. (i) If the damages are (also) attributable to the (improper) packaging of the Parcel; (ii) If the Parcel was not packaged; (iii) if the claim is regarding the product packaging (meaning packaging on which commercial sales has been printed) in the event the product packaging was used as transport packaging;
 - f. If the claim is related to a lost Parcel that was tied to or bundled with other Parcels;
 - g. If the damages or losses are (also) attributable to an act or omission of the Principal or the Consignee;
 - h. If the damages or losses are (also) related to customs formalities or government levies;
 - i. If the Principal or the Consignee is insured for the Parcel, regardless of the policyholder or beneficiary of this insurance, except for a deductible;
 - j. In the event of a Force Majeure as meant in art. 7;
 - k. If the Principal has not supervised the loading of the Parcel by the Carrier and the damages or losses occurred at that time or if the Principal (including its servants) has loaded the vehicle itself;
 - l. If it cannot be determined that the Parcel was delivered or provided to the Carrier or the Pickup;
 - m. If the Principal offers Parcels which fit the description of the Parcels with regards to which the Forwarding Agent does not provide Services according to the DPD Manual;
 - n. In the case of return shipments through Pickups, because the Consignee will already have opened the Parcel at that point.
- 6.6 Other than in the case of wilful misconduct or gross negligence the Forwarding Agent is not liable for damages except for financial losses directly resulting from attributable non-performance of the Services. Therefore the Forwarding Agent is not liable for consequential damages, lost profits, interest, goodwill, fiscal advantages, handling costs and costs for ascertaining the content of the Parcel or the information related to the Parcel, damages which have not yet occurred, non-pecuniary damages and immaterial damages.
- 6.7 The Forwarding Agent is not obligated to assess agreements between the Principal and the Consignee and/or other stakeholders with regards to the Parcels. The Forwarding Agent is not liable for the infringement of the provisions and/or conditions of the aforementioned agreements.
- 6.8 The Principal agrees to indemnify and hold the Forwarding Agent harmless from and against any costs and damages resulting from non-performance by the Principal of any of its obligations under the

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Agreement, the General Terms and Conditions and the DPD Manual, including those relating to third party claims.

- 6.9 If the Forwarding Agent (partly) provides compensation for a claim, the Principal hereby grants an irrevocable power of attorney to the Forwarding Agent for the collection of the claim on the party which is (also) liable for the damages or losses.
- 6.10 Any amounts owed by the Forwarding Agent will be – before they are paid – deducted from any claims the Forwarding Agent has on the Principal.
- 6.11 The results of measurements with calibrated measurement and NMI-certified equipment of the Forwarding Agent shall be deemed correct, except when the contrary is proven.
- 6.12 All claims on the Forwarding Agent are waived and forfeited after a period of 12 (twelve) months from the day the circumstance resulting in the claim occurred.

7. Force majeure

- 7.1 Force majeure is considered to be any and all circumstances which cannot be attributed to the Forwarding Agent due to fault, and are not for the account of the Forwarding Agent pursuant to the Agreement, the General Terms and Conditions or the DPD Manual, such as but not limited to: armed robbery; acts of war; acts of enemies of the state; terrorist attacks; riots; sabotage; natural disasters; changes in Legal Provisions (including traffic regulations and toll fees); labour disputes (including strikes, lockouts, trade union action, work stoppages or boycotts); fires; explosions and power outages, heating outages and communication outages.
- 7.2 In the case of force majeure the Forwarding Agent has the right to suspend performance of the Agreement for the duration of three months. After the three months term has lapsed the Forwarding Agent has the right to terminate (in Dutch: 'opzegging') the Agreement effective immediately without any damages being owed to the Principal.

8. Privacy

- 8.1 If the Forwarding Agent shall process personal data the following rules are applicable. The Forwarding Agent shall:
- Process the personal data in accordance with applicable Legal Provisions regarding the protection of personal data;
 - Process the personal data only for the benefit of the performance of the Services. Under no circumstances the Forwarding Agent shall use the personal data for other purposes, disclose, provide or make available the personal data to third parties except in order to perform the Services;
 - Process the personal data with due care;
 - Implement appropriate technical and organizational security measures to protect personal data against accidental loss and against unlawful processing;
 - Report any and all data leaks and security breaches to the Principal;
 - At all times return any personal data to the Principal on his first request within five working days;
 - Securely destroy the personal data thirteen months after the Agreement has ended, that being the term in which damages can be claimed plus one extra month;
 - Consider reasonable requests by the Principal to improve the security measures to protect the personal data;
 - Report on the security measures and procedures to protect the personal data needed to act in accordance with the applicable legislation each year.
- 8.2 The Forwarding Agent shall enable the Principal to perform obligations pursuant to the applicable Legal Provisions, such as the Personal Data Act (in Dutch: 'Wet bescherming persoonsgegevens') within the

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term required by such legislation, specifically to enable the Principal to enable those concerned to view, correct, amend or remove or the personal data and to honor requests based on the applicable legislation by those concerned.

8.3 Employees of the Forwarding Agent are obligated to hold confidential any and all personal data they receive in relation to the performance of their duties, except in so far disclosure of personal data is necessary due to Legal Provisions or in order to perform the Services.

8.4 Upon request of the Principal the Forwarding Agent shall provide information with regards to the performance of this art. 8 within a reasonable term.

9. Confidentiality of the Agreement

9.1 The Forwarding Agent and the Principal shall treat the Agreement (including the rates) and all information they receive in relation to performance of their obligations under the Agreement as strictly confidential, and shall not use or disclose such information to any third party without each other's prior written consent, except in the case the information must be disclosed due to Legal Provisions.

9.2 If and insofar the Forwarding Agent and/or the Principal are to disclose confidential information due to Legal Provisions they will inform the other party thereof and will make all reasonable effort to limit the disclosure of the confidential information.

10. Address and notifications

10.1 The Principal is obligated to provide a valid postal address in The Netherlands or another member state of the European Union, where the Principal has his registered residence or registered offices. The Principal is obligated to inform the Forwarding Agent regarding any change concerning his postal address immediately, in default of which the Principal is liable for any consequences that may arise as a result.

10.2 All notices and or statements required by or necessary as a result of the Agreement, these General Terms and Conditions or any matter in relation thereto will be sent in writing through registered post or e-mail. The e-mail will be considered to have been received if a read receipt has been received or the party who has received the e-mail has responded to the e-mail in such a way, that the receipt of said e-mail is thereby confirmed.

11. Non-compete clause and transfer of contracts

11.1 The Forwarding Agent constantly invests in its network of Carriers. To prevent that these investments are diminished and in order to maintain the network, the Principal is obligated for the duration of the Agreement and until 1 (one) year after the Agreement has ended to abstain from contact with a Carrier who is charged with the carriage of Parcels by the Forwarding Agent, whether it be through the Principals initiative or that of another. This clause shall not apply to contact related to the Services.

11.2 Rights, claims and obligations pursuant to or related to the Agreement are not transferrable by the Principal.

12. Termination and dissolution of the Agreement

12.1 The Forwarding Agent and the Principal both have the right to dissolve (in Dutch: 'ontbinden') the Agreement and all obligations will be due immediately if:

- a. the other party defaults on its obligations pursuant to the Agreement or if it is apparent from a communication or other circumstance that the other party will default on its obligations pursuant to the Agreement;
- b. the other party has requested or is granted suspension of payments or creditor protection;

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- c. the other party been declared bankrupt or has filed a bankruptcy petition or a debt restructuring petition;
- d. the other party's business is being liquidated;
- e. the liquidity or solvency of the other party is so inadequate that continuation of the performance of the Agreement cannot reasonably be expected;
- f. the rights or obligations pursuant to the Agreement have been transferred to a third party in violation of these Terms and Conditions.

12.2 Dissolution (in Dutch: '*ontbinding*') and nullification (in Dutch: '*vernietiging*') by the Principal and the Forwarding Agent by any other cause is excluded.

12.3 If the Principal terminates (in Dutch: '*beëindigt*') the Agreement, regardless of the cause of the termination all claims of the Forwarding Agent are immediately due and all equipment of the Forwarding Agent in use must be returned to the Forwarding Agent immediately. Termination of the Agreement does not relieve the Principal and the Forwarding Agent of their obligations arising from the Agreement and the General Terms and Conditions, which remain in force after the date of termination, if and insofar the inherent properties of these obligations allow for them to remain in force.

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