

Terms and conditions

1. Scope

- 1.1. These terms and conditions apply to a parcellabel purchased:
 - a. online via the DPD website of DPD (dpd.nl or dpd.com/nl); or
 - b. in the Pickup parcelshop.
- 1.2. These terms and conditions have been provided to you:
 - a. online via the DPD website of DPD (dpd.nl or dpd.com/nl); or
 - b. in the Pickup parcelshop.

2. What services does DPD provide?

- 2.1. In order to have your parcel delivered the most (cost-)effective manner within the European Union and the United Kingdom (excluding Norway and Switzerland), DPD maintains a high quality network of carriers to whom DPD assigns the actual carriage (expedition), as well as a large network of Pickup parcelshops, where parcels can be delivered, picked up and returned. Consignment to destinations in EU member states that are treated as non-EU member states for VAT-purposes is not possible (see www.dpd.nl/exceptionareasEU).
- 2.2. You can track your parcel via track & trace on www.dpd.nl. Any transit times indicated by DPD are indicative and non-binding.

3. How does it work?

- 3.1. You must provide the correct delivery location (not a PO box), weight, country code, name, e-mail address and telephone number of the consignee via our online shipping tool. In case you are a business shipper, the company name and VAT number are required. For the destination country United Kingdom the telephone number of the consignee is mandatory. In case you are a business shipper the EORI-number or VAT number is mandatory for destination United Kingdom. Print the parcellabel on blanc paper and attach it to the parcel in such a manner that it cannot be removed. DPD is not bound by other information, such as handwritten instructions as 'fragile'. Do not stick tape over the barcode. The parcellabel is valid for ten calendar days from the date of purchase and can only be used once.
- 3.2. For a fixed pickup surcharge, the parcel can be pickup at your home. If you submit your pickup request before 24:00 h, the parcel will be picked up the next working day. The next morning you will be informed by e-mail about the expected timeframe of the pickup. If pick up of the parcel is unable due to your fault, the shipping cost and the surcharge will not be reimbursed and no further pick up attempts will follow. You can still send your parcel by handing it in at a Pickup parcelshop.
- 3.3. In most cases you can indicate your preference for delivery:
 - a. to the address you indicated on the parcellabel;
 - b. a Pickup parcelshop, where the consignee can pick up the parcel within seven calendar days;
 - c. by the letterbox at the address you indicated at a ParcelLetter. Delivery is without a signature.If you do not or cannot specify a preference DPD will select the manner of delivery.
- 3.4. A consignee can, occasionally or for a limited time, grant DPD permission to have the parcel delivered to a location other than his/her address. Delivery to an alternative delivery location is at the consignee's risk. You declare that you agree that the carrier will deliver the parcel to this alternative delivery location without further notice from DPD.
- 3.5. Parcels are sorted mechanically. Therefore your parcel must meet the following requirements:
 - a. packaging that is tear-free, leak-proof and resistant to weather influences and closed with tape in such a way that opening without traces is impossible;
 - b. bundling of parcels is not permitted;
 - c. stackable, suitable for processing in automatic sorting machines and resistant to a diagonal drop test from a height of 80 cm and a pressure resistance of 100 kg. Only a product packaging is not sufficient. Product Packaging is packaging that is inextricably linked to the product and on which product-related information is printed. So, ensure proper inner and outer packaging;
 - d. maximum dimensions 100 (L) x 50 (W) x 50 (H) cm, a maximum circumference of 250 cm and a maximum weight of 20 kg. For ParcelLetter, different maximum dimensions of 38 (L) x 26.5 (W) x 3.2 (H) cm apply.
- 3.6. Parcels may not contain:
 - a. illegal or dangerous content (such as hazardous substances such as fireworks, flammable substances, battery acid and batteries, but also (replica) weapons and ammunition, military goods and goods intended for both normal and military use (dual-use items);
 - b. (un)conditioned (perishable) content, (live) animals, mortal remains, organisms of any kind (including seeds, trees and plants);
 - c. break-sensitive goods (such as glass, ceramics, hard plastic, cast iron and earthenware);
 - d. liquid substances (amongst others paint) and substances in a frozen state;
 - e. content with a high value (such as items that consist (in whole or in part) of precious stones and precious metals, pearls and jewelry);
 - f. excise goods such as beer, wine and intermediates (for example sherry and port), other alcoholic products (for example spirits, also known as spirits), tobacco products (for example cigarettes, cigars and smoking tobacco) and mineral oil (for example gasoline, diesel and LPG);

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- d. for acts performed by or on the instruction of competent authorities;
- e. if the delay, loss or damage is caused by:
 - i. failure to meet the requirements of art. 3;
 - ii. the packaging or contents of the parcel;
 - iii. force majeure.

7.6. The limitation of DPD's liability does not apply if the damage results from intent or deliberate recklessness on the part of DPD.

7.7. If you wish to send a parcel with a higher value, you can choose to increase DPD's liability to a maximum of € 520,- per parcel. A surcharge is applicable, which must be paid at the end of the ordering process together with the shipping costs. If you wish to make use of this option, the following conditions apply:

- a. you can only make your choice known during the ordering process by ticking the relevant box;
- b. if the parcel does not comply with these DPD Shipping Service conditions, the increased liability does not apply;
- c. payment by DPD of a claim will only take place on the condition that the insurance company has accepted the claim and payment has been made to DPD.
- d. after completing the payment process, your right to a refund of the surcharge - for whatever reason - has expired.
- e. if the parcel is insured elsewhere, this option is not available;

This option is not an insurance product as referred to in the Financial Supervision Act (in Dutch Wet financieel toezicht).

8. Miscellaneous

- 8.1. You do not have the right to dissolve the agreement with DPD, because it constitutes as an agreement for the carriage of goods pursuant to art. 6:230p under e of the Dutch Civil Code.
- 8.2. The agreement between DPD is governed by Dutch law and the Data Protection Conditions, which can be found via www.dpd.nl/dpddataprotectionconditions or at the bottom of the DPD website www.dpd.nl

9. Customs handling for parcel United Kingdom

- 9.1. If you want to send a parcel to the United Kingdom, the parcel must be cleared by customs in The Netherlands and cleared by customs in the United Kingdom. There are costs due for this.
- 9.2. Regarding customs clearance, duties, taxes, levies and surcharges must be paid by the consignee. In addition, a surcharge (such as administration and handling costs) must be paid by you to DPD for services regarding customs clearance.
- 9.3. Before sending you must fill in all the input fields on the website correctly and completely and - if available - place the commercial invoice on or in the parcel.
- 9.4. What can you expect during the customs clearance?
 - 9.4.1. Is the information correct and complete? Then the parcel will continue its way to the consignee.
 - 9.4.2. Has customs seized the goods? For example, because they are prohibited goods. Then customs will not return the goods.
 - 9.4.3. Is the parcel in the Netherlands and is the information incorrect or complete or do documents still need to be added. Or the parcel is already in the United Kingdom and:
 - a. before customs clearance has taken place for which the consignee would have had to pay the import duties, taxes, levies and surcharge, but failed to do so.
 - b. after customs clearance has taken place and the parcel cannot be delivered because, for example, the consignee is not at home. Due to the customs clearance and the mandatory customs formalities, DPD cannot simply return the parcel to you. In the aforementioned two cases (a and b) the parcel can't continue its way to the consignee. In consultation with you, we will discuss which options are still available with regard to your parcel.
- 9.5. What to do if the parcel can't be delivered?

You should contact DPD as quickly as possible without any delay. Depending on the options, you must choose the best option for the parcel in consultation with DPD, i.e. return, storage or destruction. Please note: all costs, VAT, levies and surcharges are for your account. If you fail to contact DPD, DPD is entitled to destroy the parcel after 1 week. The costs associated with this will be recovered from you.

10. Liability

- 10.1. You are liable for transportation costs, duties, taxes, levies, fines, surcharges (such as administrative and handling costs) and all other reasonable costs with regard to customs clearance (such as the costs related to the storage and destruction of goods) and the return shipping rate and all (other) return costs. These costs will have to be paid by you on first request. This also applies if they have to be paid for or are caused by the consignee, if the consignee doesn't pay these amounts to DPD.
- 10.2. No rights, taxes, levies, surcharges and other costs will be refunded if the parcel cannot be cleared or cleared through customs - or for whatever reason - cannot be delivered.
- 10.3. You indemnify DPD for all damage and costs with regard to customs acts and omissions.
- 10.4. DPD is not liable for damage that is a consequence of the actions or omissions of DPD, unless the damage is the result of intent or gross negligence of DPD.

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10.5. If you commit fraud, DPD is entitled to immediately suspend the service and you owe DPD: a fine of € 1.000,- and all relevant (shipping) costs, surcharges, taxes/levies and damages. This is without prejudice to any other rights of DPD. A report will be made to the police and services will be suspended for 2 years. Any parcels for which service has been suspended can only be handed over to you after payment of the full claim. The higher liability will also lapse retro-actively and DPD is entitled to recover the already paid settlement amount.

11. Authorization

11.1. DPD takes care of customs clearance for you. DPD carries out the customs declaration as a direct representative based on Incoterm DAP under the condition that, not you, but the consignee will pay taxes and duties. This is called Duties Not Paid (DAP NP). By accepting these Terms you authorize DPD for making the customs declaration as described below:

- a. Article 5 of the Union Customs Code (Regulation No 952/2013/EU stipulates that the customs representative means any person designated by another person to perform acts and formalities required under customs legislation in his or her relations with the customs.
- b. DPD acts as your representative and has the necessary authorizations to also act in accordance with the Union Customs Code and national legislation.
- c. Article 18 of the Union Customs Code provides that customs representation may be direct, in which case the customs representative shall act on behalf of and for the benefit of another person.
- d. You authorize and instruct DPD, in accordance with Article 18 et seq. of the Union Customs Code, to make the declarations prescribed in customs legislation - and to the extent possible from other legislation - "in the name and on behalf of" you. This authorization and the assignment apply to the parcel sent by you and for which you have provided the documents / information provided to DPD. This authorization and assignment includes all acts and communications up to and including the termination of the verification and in connection with the issue of the declaration of the customs debt.

11.2. General provisions

DPD is entitled to refuse to perform acts and activities arising from this agreement / authorization. In such a case DPD will inform you as soon as possible about the refusal.

11.3. Obligations of parties:

- a. DPD will request from you the documents, information and data the importance of which is reasonably known to him for a correct declaration;
- b. you are required to provide to DPD all necessary documents, information and data necessary for performance of this agreement (also per parcel) which can reasonably be required based on the applicable regulations and this agreement;
- c. you must have an authorization from the consignee to have the activities and customs formalities carried out in the importing country on behalf of the consignee;
- d. DPD will make the declaration based on the above information to perform;
- e. as a direct representative, DPD is solely responsible for violations and fines directly caused by itself, outside the authorization granted by you.

11.4. Administration obligation:

- a. on the basis of the "electronic declaration" license DPD is obliged to keep records in which the (original) documents and documents must be kept for each declaration. You are required to keep a copy of the documents provided by DPD;
- b. without prejudice to the previous article (a), you are legally obliged to keep all data relating to the declaration, documents and other data relating to the transaction in your records insofar as they are part of the declaration.