

General Terms and Conditions for the use of receptacles

Valid from the 1st of March, 2024



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Article 1

Definitions

In these terms and conditions, the following definitions are understood:

Agreement:

A written transport agreement where PostNL agrees to deliver services to the Customer and where the Customer uses Receptacles for.

Customer:

The natural person or legal entity who has a PostNL Customer number and who has entered into an Agreement with PostNL

PostNL:

Legal entities covered by PostNL N.V., including but not restricted to Koninklijke PostNL B.V. and PostNL Pakketten Benelux B.V.

Receptacles:

All receptacles which are or will be given on loan to the Customer by PostNL as part of a transport agreement or that are or will be ordered by the Customer via <https://shop.postnl.nl/webshop/zakelijke-hulpmiddelen>.

Terms and Conditions:

These Terms and Conditions for the use of receptacles.

Article 2

Scope of application

These Terms and Conditions apply for all Receptacles (roll containers/cage, bins , etc) which are of will be given on loan to the Customer by PostNL.

Article 3

Ownership

The Receptacles will remain the property of PostNL.

Article 4

Use

4.1

The Receptacles are exclusively intended for the transport of postal shipments and other addressed shipments to and from the Customer when the relevant delivery is provided by PostNL;

4.2

The Customer is not permitted to make any amendments to the Receptacles and/or to transfer the Receptacles to third parties, or loan or sell them to third parties, without prior written consent from PostNL;

4.3

The Customer will use the Receptacles carefully and follow all ergonomic and general instructions provided by PostNL in this regard;

4.4

If the Receptacles are no longer used in the sense referred to in a., the Customer will return these Receptacles to PostNL as soon as possible;

4.5

When requested by PostNL, the Customer will return the Receptacles to PostNL as quickly as possible (or have them returned).

4.6

PostNL is authorised to have the Customer's use of the Receptacles audited. The Customer will provide access to the locations where the Receptacles are held and will cooperate with the audit.

Article 5 Number

The following starting points apply in determining and maintaining the number of receptacles made available to the Customer:

- a. the inventory Receptables of the Customer may be a maximum of twice the average daily delivery;
- b. the full Receptables (for example roll containers) are collected and replaced for the same amount of empty Receptables;
- c. if the Customer wishes to offer a large shipment on an incidental basis, extra Receptables can be supplied up to 7 days before the first large shipment is to be offered.

Article 6 Defects, damage and loss

6.1

The Receptacles are at the Customer's risk as soon as PostNL has provided them to the Customer or a third party engaged by the Customer (a transport company, for example);

6.2

The Customer must return any defective Receptacles to PostNL as soon as possible;

6.3

In the event the Receptacles become lost, damaged or irreparably damaged as a result of the Customer's actions, PostNL is entitled to reimbursement of the new price of the particular Receptacles, without prejudice to any other rights it has.

Article 7 Liability

PostNL is only liable for damage suffered by the Customer in the context of the loaned Receptacles if and insofar as this is the result of intent or gross negligence on the part of PostNL.

Article 8 Misuse

In case PostNL suspects that the Customer misuses the Receptacles, PostNL can charge a compensation for the misuse or Receptacles and/or block the account number of the Customer. New or existing orders of Receptacles will be canceled.

Article 9

Termination of the loan

The loan will end and the Customer will return the Receptacles to PostNL (or have them returned):

- a. by termination of the Agreement between PostNL and the Customer by operation of law;
- b. in the event of bankruptcy, moratorium on payments or other circumstances that result in long-term disruption of the business operations, by means of oral or written notification to the authorised person with immediate effect;
- c. in the event of breach of contract, by the written or other extrajudicial termination declaration, without notice of default being required;
- d. when there is a suspicion of misuse or fraud regarding the Receptables.

Article 10

Amendments, applicable law and dispute resolution

10.1

PostNL has the right to amend and/or complement these Terms and Conditions unilaterally. In case PostNL chooses to, PostNL will inform about the amend and/or complement of the Terms and Conditions thirty (30) days prior to the implementation in writing (including e-mail).

10.2

These Terms and Conditions will only be subjected to the law of the Netherlands

10.3

All disputes arising regarding these Terms and Conditions will be exclusively presented to the competent court of Rotterdam.

More information

Call +31 (0) 88 868 68 68 or visit [postnl.nl](https://www.postnl.nl)

