

General Terms and Conditions for the Transport of Goods

Valid from 1 January 2024



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PostNL Pakketten Benelux B.V.,
registered in the Trade Register under number 34337145

Article 1

Definitions

Handover point

The locations or facilities designated by PostNL for taking receipt of Shipments by PostNL in its capacity as carrier.

Additional Services

Services that can be purchased separately, such as Increased Liability and Signature for delivery.

Agreement

The transport agreement for the transport of Shipments on the basis of which the customer can enter into individual Transport Agreements.

Agreed Location

An agreed place indicated by the Addressee at the address stated on the Shipment.

Sender

Client/contracting party of PostNL.

GTCTG

These General Terms and Conditions for the Transport of Goods.

Addressee

The party to whom PostNL has to deliver the Shipment in accordance with the Transport Agreement.

Hazardous substances

Hazardous substances as specified in the latest versions of the technical instructions of the International Civil Aviation Organisation (ICAO), the Dangerous Goods Regulations of the International Air Transport Association (IATA), the International Maritime Dangerous Goods (IMDG) code, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), or other national or international laws or regulations that apply to the transport and/or service involving hazardous substances.

International Shipment

A Shipment with a destination outside the Netherlands (outgoing) or a Shipment originating from an area outside the Netherlands (incoming): Parcels Netherlands-Belgium, Parcels EU consumers, Parcels EU business, Parcels Non-EU or separate Shipments with a destination within the EU (heavier than 20 kg) or International Returns.

Parcel safe at home

A parcel safe with a lock intended for the delivery of a Shipment, which is mounted to the wall or on the ground of the address stated on the Shipment.

Bulk Shipment

A number of Shipments that are handed over to PostNL at the same time, for the account of the same Sender, in accordance with the agreed terms and conditions including the rates owed, the minimum number of Shipments to be handed over, the handover time and Handover point.

Peak Period

A certain period in the calendar year, during which PostNL is offered substantially more Shipments per day than the average number of Shipments calculated per day over a calendar year.

PostNL Group entity

A PostNL N.V. Group entity as referred to in Book 2, article 24b of the Dutch Civil Code.

PostNL

The PostNL Group company that has declared the GTCTG applicable to an (Transport) agreement.

Service Framework

The whole of terms and conditions for service provision that apply to the transport PostNL has agreed with the Sender.

Prohibited goods

Are goods (I) that, pursuant to international or national laws or regulations (including rules established by international organisations), are prohibited from being transported, (II) goods for which PostNL has not obtained the necessary license or authorisation, and/or (III) goods considered to be generally known as hazardous or illegal in the country of origin, destination and/or any third country through which the goods are transported.

Transport Document

The data carrier (or combination of data carriers) affixed to the Shipment, containing the transport specifications, such as the address from which it was shipped, the address of the Addressee, barcode, and shipping number.

Transport Agreement

A transport agreement concluded between PostNL and the Sender under these GTCTG.

Shipment

A transport unit (such as a parcel, roller container, pallet or general cargo item) sent to an Addressee and for which the appropriate Transport Document is included.

Article 2

Applicability of the GTCTG and applicable regulations

2.1

These GTCTG apply to all Transport Agreements that PostNL concludes with the Sender.

2.2

The following applies to all activities carried out and agreements concluded by PostNL:

a. In the case of national road transport:

The General Transport Conditions 2002 (“**GTC**”), always the latest version as published by Stichting Vervoeradres and filed with the court registry of the District Courts of Amsterdam and Rotterdam.

b. In the case of international road transport:

Convention on the contract for the international carriage of goods by road, in the version ratified by the Netherlands (“**CMR**”).

c. In the case of air transport:

The Warsaw Convention of 1929 or the Warsaw Convention as amended by The Hague Protocol (1955) and/or the Montreal Protocol No. 4 (1975) or the Montreal Convention (1999) (hereinafter jointly referred to as: the “**Air Transport Conventions**”).

Article 3

Contradictory provisions

If and insofar as the provisions of the GTC, non-mandatory provisions of the law and/or treaties/conventions mentioned in Article 2 differ from the provisions of the GTCTG, the provisions of the GTCTG have precedence.

Article 4

Handover conditions

4.1

PostNL uses its own Transport Documents as a consignment note. All Shipments should be accompanied by a Transport Document that has been correctly and fully completed. Specification of the details of the Dutch Sender is a compulsory part of the Transport Document. The Sender is responsible for proper packaging suitable to the nature and contents of the Shipment.

4.2

Shipments must be handed over at a designated Handover point. PostNL may designate different Handover points for different categories of Shipments.

4.3

With regard to handing over Bulk shipments, PostNL may impose additional handover conditions related to, for example, the rate, the minimum number to hand over, time of the handover, and the Handover point.

4.4

Based on a contract for this purpose between the Sender and PostNL, the Sender can offer Shipments using 'electronic preregistration'. Among other things, such contract regulates the way in which Shipments for transport should be handed over and the way in which the Sender can obtain information about the Shipments accepted for transport.

Article 5

Rates

The rates owed under the Transport Agreement follows from the rates applicable within the agreed Service Framework (as generally communicated by PostNL) at the time of acceptance for transport and the data registered by PostNL in respect of inter alia number of items, weight, dimensions, and destination of the Shipment.

The rates are based on the average daily volume - calculated on the basis of one full calendar year - offered to PostNL for transport. PostNL reserves the right to apply a surcharge for Shipments on days on which the volume differs substantially from the average volume.

Article 6

Payment

6.1

Payment of the rates owed shall be made on acceptance of the transport of the Shipment at the latest, unless agreed otherwise. If payment on account has been agreed, PostNL's Payment terms and conditions for services on account apply.

6.2

If an agreement concerning freepost Shipments is in force between the Addressee and PostNL for transport under an assigned freepost number, the rates owed for the transport of freepost Shipments without Additional Services will be paid by the Addressee.

Article 7

Refused, suspended or halted transport

7.1

If required, PostNL may refuse, suspend or halt the transport of a Shipment without providing a reason, if:

- a. the Sender does not meet the conditions set by PostNL for acceptance of the Shipment's transport (with regard to, for example: payment, handover location, the provision or specification of data, use of a Transport Document, use of a barcode, packaging, contents, weight, and dimensions);
- b. transporting the Shipment could pose a risk to persons or objects; this in any case applies to the transport of goods for which national or international laws and regulations related to the transport of hazardous substances apply;
- c. the transport is prohibited by the law or government regulations, or PostNL has indications that the transport is contrary to the law or a government regulation;
- d. the Sender fails to fulfil the payment obligations arising from another agreement with PostNL;
- e. PostNL has another substantiated reason for refusing, suspending or halting the transport of a Shipment, including but not limited to natural disasters, wars or armed conflicts, industrial action or strikes, etc.

7.2

If the transport of a Shipment is refused or halted, PostNL will enable the Sender, insofar as possible, to regain possession of the Shipment and any documents submitted with it, after which the Transport Agreement is terminated. PostNL may claim payment of the rates owed for the transport, without prejudice to the right of PostNL to compensation for (additional) costs incurred.

Article 8

Amendments to the Transport Agreement

Unless explicitly agreed otherwise with the Sender or Addressee, the Service Framework and/or the delivery address can no longer be changed after acceptance of a Shipment for transport. As long as the Shipment has not yet been delivered, the Sender may ask PostNL to return the Shipment. In that case, PostNL will make efforts to comply with such request and, in certain cases, may have the right to demand a contribution for doing so. In the latter case, PostNL will communicate this in advance.

Article 9

Performance of the Transport Agreement by PostNL

PostNL is entitled to have the Transport Agreement executed in whole or in part by third parties, without prejudice to the rights and obligations of PostNL under the Transport Agreement.

Article 10

Delivery time

10.1

PostNL aims to deliver Shipments in the course of the first working day following the day the transport is accepted, to the address specified by the Sender, with the exception of International Shipments as referred to in Article 10.3. Shipments accepted for transport on Saturday are generally delivered on the following

Tuesday, unless agreed otherwise. During a Peak Period, the period within which PostNL aims to deliver Shipments may be longer.

10.2

The Sender or Addressee can only rely on a Shipment's delivery deadline stated or indicated by PostNL, if the deadline related to that Shipment has explicitly been agreed with PostNL.

10.3

With regard to the transport of (outgoing) International Shipments (including International Returns), the delivery times depend on the country, in combination with the specific destination area, the accuracy and completeness of the pre-registration (email, foreign telephone number) and, where applicable, the Service Framework selected by the Sender.

Article 11

Liability

11.1

In the case of loss or damage, as well as delays to Shipments (except for International Shipments), PostNL will only be liable in accordance with the provisions of the GTC.

11.2

With regard to International Shipments, the liability regime of the CMR applies (in the case of international road transport, including any ferry transport) or of the Air Transport Conventions (in the case of transport that partially or entirely takes place by air).

11.3

PostNL reserves the right to display instructions related to the performance of the transport service on the packaging used for the Shipment and is in no way liable for any damage to this packaging or for damaged or delayed Shipments, as referred to in Article 11.2 and 11.3 of the GTCTG.

Article 12

Additional Services

Against payment of the rates established for this purpose and with full applicability of the provisions set out in or under these conditions, PostNL's services may be extended by one or more of the Additional Services specified in this Article 12 or in the latest version of the Service frameworks PostNL Pakketten Benelux B.V. & PostNL Transport B.V. PostNL has the right to temporarily suspend or not to offer the Additional Services at any time. In such case, Senders with which PostNL has concluded an Agreement will be informed sixty (60) calendar days in advance.

For Senders who have concluded an agreement with PostNL, the Additional Services are further specified in the Service frameworks PostNL Pakketten Benelux B.V. & PostNL Transport B.V. In addition, the following applies to the Additional Services listed below:

12.1 Increased Liability

- 1 Unless explicitly agreed otherwise, PostNL will compensate damage related to lost, damaged or delayed Shipments covered by 'Increased Liability', involving money, valuable papers*, precious metals, jewels, pearls, objects or documents with an art-related or collection-related value travel documents and call credit, plastic money, admission tickets and costs related to make calls under a subscription exclusively in accordance with the (standard) limits applicable under the GTC, the CMR or Air Transport Conventions.
- 2 At the Sender's request and for payment of the rates determined by PostNL, Shipments can be shipped with 'Increased Liability'. This also applies to the Shipments as referred to in Article 12.1.1. An increase in the liability limit will only be agreed under the condition that the Shipment has had a proof-of-acceptance scan at a Handover point.

- 3 The amount of the 'Increased Liability' should be specified on the Transport Document in the manner prescribed by PostNL. The relevant specification can be considered an explicit agreement between the Parties to increase the liability of PostNL, as referred to in Book 8, article 1102 of the Dutch Civil Code.
- 4 In the event of damage attributable to PostNL and resulting from the loss or damage of a Shipment covered by 'Increased Liability', the Sender or the Addressee can claim the shipping costs as well as compensation for the damage to the items transported with the Shipment up to the amount of the 'Increased Liability'.
- 5 The provisions of the CMR and of the Air Transport Conventions relating to 'a special interest in delivery' (Article 26 of the CMR and Article 22, paragraph 2 of the Warsaw Convention, and Article 22, paragraph 2 of the Montreal Convention respectively) apply mutatis mutandis.
- 6 On the basis of the evidence submitted by the Sender, such as the original proof of shipping, purchase or sales invoice and/or other valid proof of the (purchase) value of the contents, PostNL determines whether the Sender is eligible for any compensation as referred to in this Article 12.1. If the Sender is eligible for compensation on the basis of the evidence submitted, the evidence with the lowest value submitted will determine the amount of the compensation, which will in no event exceed the costs incurred by the Sender for the contents of the Shipment.
- 7 This Article 12.1 does not apply to International Shipments, being Parcels EU and Parcels Non-EU.

12.2 Signature for delivery

- 1 In the case of International Shipments, Parcels EU and Parcels Non-EU with the Additional Service 'Track & Trace Insured' and 'Track & Trace Insured Plus', 'Signature for receipt' is a standard part of PostNL's services.
- 2 PostNL's drivers have hand-held terminals, which can be used to obtain Proof of Delivery at the door and an electronic signature as referred to in Book 3, article 15a of the Dutch Civil Code. The electronic signature replaces the handwritten signature in ink on the paper distribution list. The Sender and PostNL agree that the electronic signature, or at least a printed paper copy thereof, is accepted as proof of delivery. The Sender will inform the Addressee of the electronic signature.
- 3 The Sender agrees in advance that - if several Shipments or one or more Bulk Shipments (whether or not handed over by that Sender for shipping in their entirety or in combination with several senders) are delivered to an Addressee at the same time - the 'Signature for delivery' will be provided once only by the Addressee for all of the Shipments or Bulk Shipments received at that time and that this 'Signature for delivery' will be technically duplicated in order to (be able to) provide the Sender with the Addressee's confirmation of receipt for each individual Shipment or Bulk Shipment (at that time). The Addressee cannot submit a claim against PostNL for failure to receive (or failure to receive in a timely manner) the individual Shipment or Bulk Shipment (or other rights) after the once-only 'Signature for Delivery' has been obtained.
- 4 The Addressee can opt to have the delivery made to a neighbour, in which case the 'Signature for delivery' as provided by the neighbour will apply as a 'Signature for delivery' of the Addressee.

12.3 Track & Trace Insured and Track & Trace Insured Plus for Parcels EU (excluding Belgium) and Parcels Non-EU

- 1 Unless explicitly agreed otherwise, PostNL will compensate damage related to lost, damaged or delayed Shipments covered by 'Increased Liability', involving money, valuable papers*, precious metals, jewels, pearls, objects or documents with an art-related or collection-related value travel documents and call credit, plastic money, admission tickets and costs related to make calls under a subscription exclusively in accordance with the (standard) limits applicable under the GTC, the CMR or Air Transport Conventions.
- 2 International Shipments, being Parcels EU Parcels and Parcels Non-EU, can be sent with the Additional Service 'Track & Trace Insured' or 'Track & Trace Insured Plus' at the request of the Sender and against payment. Notwithstanding mandatory laws and regulations, the maximum liability for the Additional Service Track & Trace Insured is €50 per International Shipment and the maximum liability for the Additional Shipment 'Track & Trace Insured Plus' is €500 per International Shipment.
- 3 In the event of damage that is attributable to PostNL and that results from the loss of or damage to an International Shipment covered by 'Track & Trace Insured' and 'Track & Trace Insured Plus', the Sender or the Addressee can claim the shipping costs as well as compensation for the damage to the items transported with the Shipment, up to the amount of the 'Track & Trace Insured' or the 'Track & Trace Insured Plus'. On the basis of the evidence submitted by the Sender, such as the original proof of shipping, purchase or sales invoice and/or other valid proof of the (purchase) value of the contents, PostNL determines whether the Sender is eligible for any compensation as referred to in this Article 12.3.

Additional Services for Senders that ship individual Shipments:

12.4 Registered

- 1 Shipments, with the exception of Shipments without Track & Trace, can be shipped 'Registered' on request.
- 2 The name and address of the Addressee and the Sender should be stated completely, clearly and indelibly on the Shipment.
- 3 The contents of registered Shipments can be insured up to an amount of €500.
- 4 Registered Shipments will be delivered to the Address of the Addressee. The person who takes receipt of the registered Shipment should sign a delivery receipt. Registered Shipments abroad are delivered in accordance with the rules that apply in the destination country.

12.5 Insurance service

- 1 On request, Shipments can be shipped covered by the Insurance service. If they are shipped abroad, this is only possible if the postal company abroad allows this service. PostNL reserves the right to exclude destination countries from the Insurance service.
- 2 The name and address of the Addressee and the Sender should be stated completely, clearly and indelibly on the Shipment.
- 3 The contents of the Shipments shipped with the Insurance service can be insured for the amount specified, with a maximum of €5,500.
- 4 Shipments covered by the Insurance service are delivered to the Addressee or a person authorised by the latter. The person who takes receipt of a Shipment covered by the Insurance service should sign a delivery receipt. Shipments that are covered by the Insurance service and shipped abroad are delivered in accordance with the rules that apply in the destination country.
- 5 For Shipments covered by the Insurance service, the Sender should seal the packaging - using tape intended for this purpose and accompanied by a reference - so that it cannot be opened without leaving any trace of tampering.

12.6 Express service

- 1 On request, Shipments can be shipped using the Express service. Shipments handed over for transport to a PostNL point on a working day before 17:00, are delivered the following working day before 10:00 or before 12:00, according to the Sender's preference.
- 2 Shipments shipped using the Express service are insured up to an amount of €500.
- 3 Shipments presented for transport on Friday and Saturday and shipped using the Express service are exempted from the provisions of Article 12.5.1.
- 4 With regard to the Wadden Islands, the Shipment is delivered the following working day before 17:00.

Article 13

Delivery method

13.1 General

- 1 Unless this cannot reasonably be required from PostNL, deliveries are made on all days of the week, with the exception of Sundays (unless explicitly agreed otherwise in a Transport Agreement) and generally recognised public holidays. PostNL reserves the right not to deliver certain categories of Shipments on Saturday. PostNL shall make this generally known in a timely manner.
- 2 Delivery is made to the address specified on the Shipment, or to an Agreed Location or an alternative address provided by the Addressee. If this is the case, PostNL will be entitled to deliver a (domestic) Shipment without any Additional Service, a domestic Shipment with 'Signature for Delivery', Sunday Delivery and Evening Delivery or an International Shipment that cannot be delivered to the (home) address of the Addressee to one of the latter's neighbours*. In such case, a written communication (digital or otherwise) will be left or sent to the Addressee. If delivery to one of the neighbours is not possible either, or if it concerns a Shipment with another Additional Service than mentioned above, a written notification (digital or otherwise) is left behind in the Addressee's letterbox or sent to the Addressee, with statement of the way in which and period within which he or she can take possession of the Shipment.
- 3 The terms and conditions of delivery set out in Articles 13.1.1 and 13.1.2 apply to both domestic Shipments and incoming International Shipments. The delivery conditions of outgoing International Shipments may differ from one country to another.

13.2 Delivery method

1. Delivery may take place by:
 - a. depositing into the letterbox or letter slot at the address stated on the Shipment, with the exception of Shipments with Signature for delivery, registered Shipments, and Shipments with Insurance services;
 - b. offer for delivery to the Addressee's post office box, with the exception of Shipments with Signature for delivery, registered Shipments, and Shipments with Insurance services;
 - c. delivery to the Addressee (through a PostNL Parcels and Letters machine or otherwise), an adult housemate** of the Addressee or a person authorised by the Addressee, or an employee of the organisation specified on the Shipment as the Addressee.
 - d. delivery to neighbours (in the case of Shipments included in Article 13.1.2);
 - e. leaving a Shipment behind at an Agreed Location or depositing in the Parcel safe at home (in the case of Shipments without Additional Service, again with the exception of Home address only).
2. Upon delivery as referred to in Article 13.2.1 a. through e., PostNL's transport and responsibility under the Transport Agreement shall have ended.

13.3 Storage

- 1 If delivery is not possible by depositing the Shipment in a facility that is suitable for this purpose, or delivery cannot be made to the Addressee or to another appropriate person, PostNL will store the Shipment for a maximum period of one week. The conditions for storage of outgoing International Shipments may differ from one country to another.
- 2 If delivery has proven impossible and PostNL subsequently stores the Shipment, the Addressee will be informed accordingly in writing (including by email), in any case with statement of the storage location.
- 3 PostNL does not store Shipments it knows or suspects to contain perishable contents.

* The Sender can request this type of Shipment to be delivered exclusively to the Addressee's home. In this case, a delivery attempt will not be made to neighbours. The Sender must clearly specify this request on the address side of the Shipment. PostNL provides a free sticker for this purpose at postal locations.

** The following persons are not considered to be housemates: boarders or fellow boarders or hotel guests, service staff, landlords/landladies, hosts or hoteliers.

13.4 Situation concerning undeliverable Shipments

- 1 If the Addressee refuses to take receipt of a Shipment or does not collect it from the storage/P.O. Box location (after the maximum storage period of one week has expired), or if storage of the Shipment in connection with the (apparent or suspected) contents of the Shipment is problematic for PostNL, the Shipment will be returned to the Sender (in the case of International Shipments: to the Sender abroad).
- 2 Shipments that, for whatever reason, cannot be returned to the Sender will be stored by PostNL for approximately twelve (12) months and kept at the disposal of the Sender or the Addressee, unless PostNL knows or considers it plausible that the (contents of the) Shipment is of no value whatsoever, or in connection with the contents of the Shipment storage is problematic for PostNL, in which case PostNL will be free to destroy the Shipment (or have it destroyed) or otherwise make use of the Shipment as it sees fit. Shipments that are deemed to be of value revert to PostNL after the aforementioned period of twelve (12) months. In case PostNL does not return a Shipment, it will make efforts to inform the Sender about what will be done with the Shipment.
- 3 If the Sender refuses the receipt of returned Shipments or does not collect them from the storage/P.O. Box location (after the storage period of a maximum of one week has expired), PostNL will assume that the contents of the Shipment no longer represent any value to the Sender and PostNL will immediately be free to make use of the Shipment as it sees fit.
- 4 If it appears impossible to deliver a Shipment in accordance with the applicable Service Frameworks with regard to delivery and storage, PostNL will have the right to fully or partially charge the Sender for the costs incurred for returning, storing and/or destroying the Shipment.

Article 14

Information for the sender and/or the Addressee

By submitting an enquiry to PostNL, the Sender or the Addressee can obtain information related to the execution of the Transport Agreement until 30 calendar days from the day of acceptance of the Shipment for transport, provided that this enquiry contains the number of the barcode on the Transport Document. PostNL is entitled to charge administrative costs for the (first) enquiry after the relevant enquiry period has expired.

Article 15

Liability and indemnification with regard to Hazardous substances and Prohibited goods

15.1

PostNL does not accept any Hazardous substances and/or Prohibited goods. If the Sender hands over Hazardous substances and/or Prohibited goods to PostNL for transport, the Sender will indemnify PostNL against and compensate PostNL for any claims from third parties as well as the damage that PostNL suffers in connection with the transport of these Hazardous substances and/or Prohibited goods.

15.2

The indemnification as referred to in Article 15.1 shall also be provided to PostNL's subcontractors.

15.3

The Sender agrees that the Hazardous substances and/or Prohibited goods handed over to PostNL will be destroyed by PostNL and that the associated costs can be recovered from the Sender.

Article 16

Notification of damage

If within 30 calendar days, calculated from the date of handing over of a Shipment, PostNL has not received a notification from the Sender that the Shipment was not delivered, that it was damaged or delayed, or that the Transport Agreement has otherwise not been duly performed, PostNL will assume that the Transport Agreement has been performed correctly.

Article 17

Personal data protection

17.1

PostNL uses the personal data (of the Addressee and Sender) recorded in the context of the Transport Agreement for the performance of the Agreement and for a proper service provision. PostNL processes personal data in accordance with the General Data Protection Regulation (Regulation EU 2016/679). You can find more information on this subject in PostNL's Privacy Statement.

17.2

The Sender will inform Addressees about the transfer of their personal data and indemnifies PostNL against all claims and costs arising from non-compliance with the applicable privacy regulations by the Sender.

17.3

Being a PostNL customer, the Sender receives informative newsletters by email. This information is sent to keep the Sender informed of (new) products and services. Being a PostNL customer, the Sender agrees to receive these informative newsletters. The Sender's contacts are added to PostNL's email data base. The Sender can unsubscribe at any time via the opt-out line included at the bottom of each newsletter.

Article 18

Dissolution

Both PostNL and the Sender have the right to dissolve a Transport Agreement without judicial intervention and with immediate effect if:

- a. a Party fails to meet its obligations under a Transport Agreement for more than seven (7) calendar days;
- b. a Party has requested a suspension of payment or a suspension of payment has been granted;
- c. a Party has filed for bankruptcy or has been declared bankrupt;
- d. a Party has lost the power to dispose of its assets.

Article 19

Changing GTCTG

PostNL has the right to unilaterally amend and/or supplement the GTCTG. If PostNL proceeds to do so, it will communicate this in writing (including by email) to all customers with an Agreement at least thirty (30) calendar days before the amendment and/or supplement enters into effect.

Article 20

Applicable law and jurisdiction

20.1

Dutch law exclusively applies to all Transport Agreements.

20.2

The competent court in Rotterdam has exclusive jurisdiction to hear disputes arising from of or related to Transport Agreements.

More information?

Call 088 868 68 68 or visit postnl.nl/en

PostNL Pakketten Benelux B.V., The Hague

Trade Register of the Amsterdam Chamber of Commerce 34337145

