



# General Conditions

for the Conveyance of Bulk  
Letterbox Mail 2023



# Table of contents

1. Definitions and scope	3
2. Formation of the Agreement	5
3. Refusal, suspension of (Postal) Conveyance, calculation of surcharges and other enforcement	6
4. Performance of the Agreement	7
5. Rates	7
6. Payment	7
7. Privacy Protection	8
8. Liability of PostNL	8
9. Customer's liability	9
10. Applicable law and competent court	9
11. Lapse of time	10
12. Shape, packaging, addressing, size, weight, contents and other handover conditions	10
13. Franking	11
14. Optional services	12
15. Delivery	13
16. Amendments and additions	14
17. Special provisions	14
18. Inspection	15

# Article 1

## Definitions and scope

### 1.1 Definitions

In these General Conditions, the following definitions apply:

**Handover Location:**

a site or facility designated by or on behalf of PostNL for the handing over of Mail Items for Conveyance;

**Handover Conditions:**

the latest version of the Handover Conditions, available at <https://www.postnl.nl/en/terms-and-conditions/>;

**Optional Service(s):**

optional services offered by PostNL, as described in Article 14 of these General Conditions: registered and registered with declaration of value/ insured conveyance;

**Address(ing):**

an address assigned by the local authority, consisting of a street name, house number (with a house number suffix where applicable) or a PO Box or business reply number. In all cases, the postcode and town/city of the addressee must be stated.

**Sender:**

person or entity purchasing the postal service and from which the Mail Item initially originates. The sender decides on the message of the Mail Item and in this way determines the demand for postal services;

**Sender Address:**

the full address of the Sender, consisting of a street name, house number (with a house number suffix where applicable) or a PO Box or business reply number. In all cases, the postcode and town/city of the addressee must be stated.

**General Conditions:**

these General Conditions for the Conveyance of Bulk Letterbox Mail (AVPB);

**BAG:**

the Dutch Addresses and Buildings Database;

**Delivery:**

the delivery of a Mail Item to the Address of the Addressee stated on it;

**Letters:**

the addressed, written messages on a physical medium, as defined in the Postal Act 2009 [Postwet 2009];

**Letterbox:**

a letterbox at the home address or PO Box at the PO Box address for the Delivery of Mail Items;

**Letterbox Mail:**

Mail Item that can be delivered through a standard Dutch Letterbox, with maximum dimensions of 380 x 265 x 32 mm and a maximum weight of 2000 grams.

**Direct Mail:**

Mail items with communications comprised exclusively of advertising, marketing or publicity material with an identical message, with the exception of the name, Address and identification number of the Addressee or other changes that do not alter the message itself. Direct Mail includes mailings, advertising leaflets, but also printed matter without variables, newspapers, and magazines\*;

**Single-Item Rate:**

the single-item rate as referred to in Article 1(c) of the Postal Decree 2009;

**Addressee:**

the legal entity or natural person who, according to the address on the Mail Item, is the intended recipient of the Mail Item;

**Mixed:**

Consignments of Mail Items that are handed over Unsorted and are composed of a combination of Mail Items in the formats Small and/or Large, whereby each individual Mail Item meets the requirements as referred to in Article 12 paragraph 2 and the minimum and maximum requirements as referred to in Article 12 paragraph 4 of these Terms and Conditions;

**Mixed Extra:**

Consignments of Mail Items that are handed over Unsorted and are composed of a combination of Mail Items in the formats Small, Large and Special, whereby each individual Mail Item meets the requirements as referred to in Article

12 paragraph 2 and the minimum and maximum requirements as referred to in Article 12 paragraph 4 of these Terms and Conditions;

**Hazardous Substances:**

the 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 any other national or international laws or regulations that apply to the transport and/or services involving hazardous substances.

**Large:**

Consignments of Large Mail Items that are homogeneous and meet the general specifications listed in Article 12 and the size and weight specifications that specifically apply to Large Mail Items as listed in Article 12.4 of these General Conditions;

**Registered Bulk Mail:**

Registered Mail Items from the same Sender, having a Sender Address in the Netherlands, which are presented together and simultaneously for Conveyance by PostNL at the same location and sent with the same Product, at the same Delivery Speed, and which is accepted for Conveyance by PostNL at a rate per item that differs from the Single-Item Rate. These must not exceed the weight limits of the product;

**Customer:**

the legal entity or the natural person who has concluded an Agreement with PostNL, or, in case of a business reply item, the Addressee;

**Small:**

Consignments of Small Mail Items that are homogeneous and meet the general specifications listed in Article 12 and the size and weight specifications that specifically apply to Small Mail Items as listed in Article 12.4 of these General Conditions;

**Undeliverable Mail Item:**

a Mail Item that cannot be delivered to the Address stated on the Mail Item or is refused (immediately) by the Addressee or that is not collected by the addressee at a Handover Location by the date specified;

**Agreement:**

the Agreement for the Conveyance of Mail Items between PostNL and the Customer;

**(Bulk Mail) Consignment:**

a number of Mail Items from the same Sender, whose (Sender) address is an address in the Netherlands, which is handed over together and simultaneously for Conveyance by PostNL at the same location and sent with the same product, at the same delivery time, and which is accepted for Conveyance by PostNL at a rate per item which is lower than the Single-Item rate.

**Periodicals:**

Direct Mail, restricted to magazines that provide information of a current and social cultural nature, where no more than 80% of the contents consists of advertising/advertising space, which are publicly available for an indefinite period, are issued at least four times a year, have independent economic significance for the publisher, have an independent editorial team and meet the requirements stated in Article 12.4;

**PostNL:**

Koninklijke PostNL B.V.;

**Mail Item:**

a letter or other addressed Mail Item designated in the Postal Decree 2009 as referred to in the Postal Act 2009, including Direct Mail;

**Postal Operator:**

a postal operator within the meaning of Article 2(1)(e) of the Postal Act 2009 and listed in the register of postal operators of the Netherlands Authority for Consumers and Markets ACM;

**Return (shipment):**

an Undeliverable Mail Item that is returned to the Sender;

**Special:**

Consignments of Special Mail Items that are homogeneous and meet the minimum and maximum requirements as referred to in Article 12.4 of these General Conditions;

**Public Mailbox:**

a mailbox in which members of the public may deposit Mail Items for Postal Conveyance within the meaning of Article 16 of the Dutch Postal Act 2009;

**(Postal) Conveyance:**

the combination of actions undertaken by PostNL for a fee that result in the delivery of Mail Items, as defined in the Dutch Postal Act 2009;

**Prohibited goods:**

are goods (i) that, pursuant to international or national laws or regulations (including rules established by international organisations such as, for example, the Universal Postal Convention), are prohibited from being transported, (ii) goods for which PostNL has not obtained the necessary licence 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) attached to or enclosed with a Mail Item, specifying the details required for Conveyance thereof, such as the Sender Address, the Address of the Addressee, barcode and Mail Item number;

**Conditions for designing Mail Items:**

the latest version of the Conditions for designing Mail Items, available at <https://www.postnl.nl/en/terms-and-conditions/>

**1.2 Scope**

These General Conditions apply to Mail Items that are handed over to PostNL for Conveyance. The sizes, weights and conditions with respect to shape, packaging, message and weight as specified in these General Conditions apply for the following categories of Mail Items:

- 1 Consignment of Mixed Mail Items;
- 2 Consignment of Mixed Extra Mail Items;
- 3 Consignment of Small Mail Items;
- 4 Consignment of Large Mail Items;
- 5 Consignment of Special Mail Items;
- 6 Consignment of Mail Items, combined with an Optional Service.

## Article 2

### Formation of the Agreement

- 2.1 The Agreement will be formed upon acceptance by PostNL of Mail Items handed over as a Consignment, in accordance with the applicable conditions and instructions, at a Handover Location for Conveyance.
- 2.2 Bulk Mail Consignments may be handed over from Monday to Friday during the opening hours of the Handover Location applicable to Bulk Mail, unless agreed otherwise in writing and except on days generally recognised in the Netherlands as public holidays.
- 2.3 When handing over a Consignment, the Customer must submit a completed and signed order form (the order form may also be created in the form of a barcode on a yellow seal bag or yellow tie wrap). The person completing and signing the order form on behalf of the Customer will be deemed to be the Customer's duly authorized representative.
- 2.4 When handing over a Consignment of Direct Mail or Periodicals, an additional sample copy must be included for inspection purposes. Consignments of Direct Mail may be handed over for Conveyance sealed, in which case PostNL may perform random checks on the contents.
- 2.5 PostNL may at any time stipulate that an Agreement be recorded in writing. These General Conditions may only be deviated from in writing.

# Article 3

## Refusal and suspension of (Postal) Conveyance, calculation of surcharges and other enforcement

- 3.1** PostNL may refuse Postal Conveyance, suspend performance of an Agreement formed, change the service framework, or charge a reasonable surcharge, if it becomes apparent that:
- a.** The Consignment has been handed over at a Handover Location after closing time (see [www.postnl.nl/locatiewijzer](http://www.postnl.nl/locatiewijzer));
  - b.** the Mail Items do not meet the requirements for handover in countable quantities, franking, weight, size, contents, (Sender) Address, shape and/or packaging, as stipulated by PostNL in these General Conditions, the Conditions for designing Mail Items, the Handover Conditions or otherwise;
  - c.** the provision of the service would give rise to a conflict with the law;
  - d.** Conveyance of the Mail Item would cause a danger to persons and/or property;
  - e.** the information provided by the Customer pursuant to these General Conditions is incomplete or incorrect;
  - f.** there are other valid reasons.
- 3.2** In addition, surcharges may be imposed if:
- the required identification and/or packaging conditions are not observed;
  - Mail Items are returned, see also Articles 4.4 and 15.4;
- 3.3** Without prejudice to the provisions of Article 3.1, PostNL will be entitled to charge a Consignment that is tendered contrary to the Handover Conditions, or with specifications on the order form, in accordance with a product that the Consignment does meet in terms of conditions.
- 3.4** Without prejudice to the provisions of Article 3.1, PostNL checks (by means of a random check) whether the content and quantities of a tendered Consignment correspond with the information provided by the Customer via the order form or in any other manner made possible by PostNL. If that check shows that this is not the case, PostNL will be entitled to apply the outcome of the check to the entire tendered Consignment and invoice it accordingly.
- 3.5** In the event of refusal or suspension (as indicated in Article 3.1), the Customer will be put into the possession of his Mail Items, including any documents submitted with them, again, or be given the opportunity to collect them. This terminates the Agreement. The fee to be paid for the Postal Conveyance will continue to be owed.
- 3.6** Without prejudice to the provisions of Article 3.1, Consignments that are handed over after closing time may still be processed with due observance of the preferred service level. This is only done subject to available capacity, without the Customer being able to claim such service.
- 3.7** If after the handover of the Mail Items PostNL discovers that the conditions of Article 12.3 of these General Conditions are not met (for whatever reason), the Customer/Sender hereby agrees in advance that PostNL will be entitled to open one copy of the supplied Mail Items. This will only be done with the aim of finding the Customer/ Sender details so that PostNL will be able to use this information for sending invoices to the Customer/Sender. PostNL reserves the right to suspend the Conveyance of the Mail Items if it turns out that the aforementioned occurred several times. The Customer/Sender will receive the opened Mail Item back from PostNL with a request for repackaging this opened Mail Item to ensure that the Addressee receives an undamaged Mail Item.
- 3.8** If after the handover of the Mail Items it is found that these Mail Items will be Undeliverable or will lead to disruption of PostNL's processes, PostNL will be entitled to refuse the Mail Items. PostNL may charge the Customer for the costs reasonably incurred.

# Article 4

## Performance of the Agreement

- 4.1 The Agreement between the Customer and PostNL does not entitle the Addressee to Delivery. The Addressee cannot invoke these General Conditions.
- 4.2 Without prejudice to the provisions of Article 15.3, PostNL will make every effort to deliver Mail Items undamaged to the Address stated on the Mail Item in accordance with the agreed service levels. PostNL provides no guarantee, however.
- 4.3 Without prejudice to the rights and obligations of PostNL under the Agreement, PostNL is entitled to engage third parties for the performance of part or all of the Agreement.
- 4.4 A Mail Item that has been refused by the Addressee will be returned to the Customer. The refusal must take place straight away at or immediately after the Delivery without closed or sealed items being affected or the contents having been examined. Any amounts due for the initial Conveyance will remain payable. PostNL will be entitled to demand a reasonable payment from the Customer for the Return of the Mail Item.
- 4.5 If a Mail Item sent using an Optional Service has not yet been delivered, the Customer, where reasonably possible, may request its return using an Optional Service. The Customer must make a reasonable case that he or she handed over the Mail Item to PostNL for Conveyance. PostNL may charge a fee for this service. The fee to be paid for the Postal Conveyance will continue to be owed.
- 4.6 Without prejudice to the provisions of Article 8 of these General Conditions, the Agreement may not be dissolved by a Customer who is not a natural person who is not acting in the course of a business or profession.

# Article 5

## Rates

- 5.1 The rates and other conditions for Conveyance and for the Optional Services referred to in Article 14 of these General Conditions are stated in the latest version of the PostNL Rates brochure. The Rates brochure can be found on the website [postnl.nl/tarieven](https://postnl.nl/tarieven).
- 5.2 The rate payable for Conveyance will initially be determined by the required delivery speed and by the homogeneity or heterogeneity of the Consignment, the size and weight of the Mail Item, as well as the packaging, content, quantity, (Sender) Addressing, Handover Location, annual volume and required Optional Services.
- 5.3 Under certain conditions, PostNL may offer a written Agreement to Customers who hand over high-volume Consignments on a regular basis. This allows them to benefit from lower rates.
- 5.4 The Customer must provide such information as required by these General Conditions or the latest version of the PostNL Rates brochure to determine the applicable rate. PostNL will determine the amount due, where necessary by counting, weighing, measuring and/or inspecting the Mail Items. PostNL may verify the accuracy of information provided by the Customer. The Customer shall allow any such verification. To that end, the Customer may be asked to show the contents of the Mail Items. If necessary, PostNL will be entitled to check the contents by means of a random check.
- 5.5 All amounts payable will be increased by the taxes and other charges that PostNL is obliged to impose.

# Article 6

## Payment

- 6.1 Payment of amounts due shall be made upon the formation of the Agreement, unless agreed otherwise in writing. In the latter case, the latest version of the PostNL Conditions of Payment for Services Provided on Account will apply.

# Article 7

## Privacy protection

- 7.1 PostNL and third parties to be engaged by PostNL use the data (of the Sender and Addressee) recorded in the context of the Agreement for the performance of the Agreement. The data is processed in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data (GDPR). The provisions of the GDPR apply in full to the personal data referred to in these Conditions. More information on data protection can be found in the Privacy Statement on the website of PostNL.
- 7.2 Except for the cases referred to above, PostNL undertakes not to disclose personal data - and in general information about Mail Items processed in connection with the performance of the Agreement - to third parties, unless agreed otherwise with the data subject, or unless required to do so by law.
- 7.3 The contents of Mail Items handed over unsealed will only be examined insofar as it is necessary for determining the rate payable for Postal Conveyance and/or, if the Mail Item is undeliverable, to ascertain the Sender Address or the address of the Addressee.
- 7.4 Undeliverable (sealed) Mail Items will only be opened for examination where necessary in order to ascertain the Sender Address or the address of the Addressee, pursuant to an order of the Sub-District Court of The Hague. In such cases, PostNL must respect the inviolability of the mail as laid down in the Constitution.

# Article 8

## Liability of PostNL

- 8.1 The liability of PostNL for an imputable failure on its part to meet any of its obligations to the Customer under the Agreement will be limited in accordance with this Article.
- 8.2 A Mail Item to which Article 14 of these General Conditions does not apply will be deemed to have no value, except where the Customer demonstrates otherwise. Should the Customer demonstrate that a Mail Item as referred to in the previous sentence does have a value, the liability of PostNL as referred to in Article 8.1 for a Mail Item to which Article 14 of these General Conditions does not apply will be limited to the value of the Mail Item pursuant to the provisions of Article 8:1103 of the Dutch Civil Code, subject to the proviso that such liability will never exceed the amount provided for in Article 8:1105 of the Dutch Civil Code\*, unless agreed otherwise in writing.
- 8.3 With due observance of Articles 8.1, 8.2, 8.6 and insofar as the provisions of these General Conditions have been met, the following applies: The maximum liability for Mail Items sent using an Optional Service (see Article 14 for the relevant provisions) is:
  - a. for a Mail Item sent as registered: a maximum of € 50.00 per Mail Item;
  - b. for a Mail Item sent as a Registered Mail Item with declaration of value/insured conveyance (Insured Mail Service): an amount not exceeding that specified by the Customer on formation of the Agreement, up to a maximum of € 500.00; PostNL will not be liable for consequential damage.
- 8.4
  - 1 PostNL will not be liable for damage caused as a result of circumstances that a judicious carrier could not have been expected to avoid, to the extent that a Postal Operator could not have been expected to prevent the consequences of the aforementioned circumstances.
  - 2 in derogation from the above, the Customer will not be entitled to compensation if the damage occurs as a result of:
    - a. the nature of or a defect in the contents of the Mail Item;
    - b. inadequate packaging;
    - c. any cause attributable to the Customer;
    - d. war or armed conflict;
    - e. arrest or seizure on the orders of a competent authority;
    - f. any incorrect or incomplete Address;
    - g. force majeure situations, including but not limited to strikes and floods.



- 8.5** To qualify for compensation, a claim must be submitted to PostNL at the earliest possible opportunity or within a reasonable period after the damage is discovered.
- 8.6** In order to claim compensation within the meaning of Article 8.3 of these General Conditions, the Customer is required to submit supporting documents. These include, for example, the original proof of posting, purchase or sales receipt and/or any other legally valid proof of the value of the contents. PostNL will determine whether the Customer is entitled to the aforementioned compensation on the basis of the supporting documents submitted by the Customer.
- 8.7** Mail Items to be delivered in the Netherlands will be deemed to be lost if they have not been delivered and have not been located within 30 days of the date of posting. Mail Items that are found after compensation has been paid for their loss will be returned to the Customer or the Addressee upon repayment of the compensation if either party demands its return within a period of 30 days of being notified that the item has been found.
- 8.8** PostNL cannot invoke an exclusion or limitation of its liability pursuant to the preceding paragraphs of this article if the damage has occurred as a result of its own intentional or reckless acts or omissions, while knowing that such damage would probably ensue therefrom.

\* This amount is € 3.40 per kilogram.

## Article 9

### Customer's liability

- 9.1** The Customer will be liable to PostNL for damage resulting from an attributable shortcoming that can be imputed to the Customer. This may involve damage caused by its Consignment or a Mail Item to:
- a.** persons employed by PostNL and/or third parties engaged by PostNL; and/or
  - b.** business assets of PostNL and/or of third parties engaged by PostNL; and/or
  - c.** other Mail Items.
- In the event of (c), liability will be limited to the amount of compensation that PostNL is liable to pay to third parties.
- 9.2** PostNL does not accept any substances to which the Dangerous Substances (Transportation) Act applies and/or contain any Prohibited Content, including the Postal Conveyance of live animals. The Sender warrants that it will not send/offer such items. If the Sender hands over Hazardous Substances and/or Prohibited Goods to PostNL for Conveyance, the Sender will indemnify and hold PostNL harmless against any and all third-party claims and any loss and/or damage that PostNL may suffer as a result of the Conveyance of such Hazardous Substances and/or Prohibited Goods. The foregoing also applies to third parties engaged by PostNL.
- 9.3** The Sender agrees that what happens with the Dangerous Substances and/or Prohibited Goods tendered by the Sender will be at the sole discretion of PostNL.

## Article 10

### Applicable law and competent court

- 10.1** Dutch law applies to all Agreements.
- 10.2** Disputes involving financial interests that exceed the maximum monetary amounts for the jurisdiction of the Sub-District Court will be heard in the first instance by the competent court in The Hague.

# Article 11

## Lapse of time

- 11.1** All claims arising from an Agreement will lapse one year from the day after the day on which the Consignment was handed over.
- 11.2** A written demand for performance or a written claim for compensation will preclude any lapse of time.

# Article 12

## Shape, packaging, addressing, size, weight, contents and other handover conditions

Postal Conveyance is possible if the Mail Items meet the provisions of these General Conditions. Additional conditions apply to Mail Items sent using an Optional Service. Additional Conditions apply to Bulk Mail Consignments of 2500 items or more, see paragraph 6 of this Article. PostNL reserves the right to select certain products for which a pre-announcement by the Customer is required.

### 12.1 Shape

Mail Items must be rectangular and in one piece (no openings or cut-outs). In addition, cards without envelopes must have a flat surface.

### 12.2 Packaging

- 1** The packaging of Mail Items must in any event meet the following requirements:
  - a.** The seal or closure of the Mail Item must be appropriate for the contents of the Mail Item.
  - b.** The packaging for the Mail Item must be of sufficient quality, safe and sturdy, and must be appropriate to the weight and the extent of fragility of the contents.
  - c.** The packaging must be such that it does not cause any loss of or damage to the contents, damage to other Mail Items or other items, or injury to employees of PostNL (and/or third parties).
  - d.** The packaging must be such that there is no possibility of other Mail Items becoming inadvertently inserted into the Mail Item.
  - e.** If an envelope opens on the side, this opening must be such that it is located at the left or upper side of the Address.
- 2** In case of Small Mail Items, both the contents and packaging must be made of paper. Small Mail Items can only be cards, self-mailers or envelopes.  
In case of Large Mail Items, the contents must be made of paper, but there are more possibilities for packaging. If the packaging is not made of paper, the packaging must meet the conditions as described in the Conditions for Designing Mail Items or the packaging must have been tested and approved by PostNL in order to be classified as Large. Items in card form must be sufficiently sturdy so that they can be conveyed without packaging.

### 12.3 Address requirements

- 1** All Mail Items must bear the name of the Addressee followed by the full postal Address, either stated directly on the Mail Item or on a label affixed to it. The full Address must be stated on Direct Mail.
- 2** The full address of the Customer/Sender must appear on all Mail Items in the upper left-hand corner of the side bearing the destination address or may be printed on the back of the envelope. This may only be an address in the Netherlands.
- 3** In order to consider multiple Mail Items as one single Consignment, the same Sender Address must be stated on these Mail Items. This may only be an address in the Netherlands.

#### 12.4 Dimensions, weight

- 1 Minimum dimensions: Mail Items may not be smaller than 14 cm long and 9 cm wide.
- 2 Maximum dimensions:
  - a. The maximum size for a Mail Item is 38 x 26.5 x 3.2 cm.
  - b. In derogation from paragraph 1 of this article, a Small Mail Item may not be larger than 22.9 x 16.2 x 0.5 cm.
  - c. In derogation from paragraph 1 of this article, a Large Mail Item may not be larger than 32.4 x 22.9 x 1.0 cm.
- 3 Maximum weight:
  - a. The maximum weight of a Mail Item is 2 kg.
  - b. In derogation from paragraph 1 of this article, a Small Mail Item may not be heavier than 50 grams.
  - c. In derogation from paragraph 1 of this article, a Large Mail Item may not be heavier than 350 grams.

#### 12.5 Content

- 1 PostNL does not take any special precautions for handling fragile goods (e.g. consumer electronics, glass and ceramics, etc.).
- 2 Mail items containing cash, bank notes, negotiable instruments of any nature, (traveller) cheques, precious metals, precious stones or other valuables can only be sent in a Seal bag as a registered Mail Item using the declaration of value/insured conveyance (Insured Mail Service).

#### 12.6 Conditions for Designing Mail Items

Consignments of Bulk Mail Items are meticulously subjected to and verified in accordance with the Conditions for Designing of Mail Items, and/or PostNL may take appropriate measures.

#### 12.7 Handover of Mail Items

For each type of Consignment, specific handover conditions apply. These conditions can be found in the Handover Conditions.

## Article 13

### Franking

#### 13.1 General

PostNL will determine in which cases, in what way and at what time markings can be used on Consignments to show that amounts payable for Postal Conveyance have been paid. The Customer must observe this and cooperate in its performance. Specific information on franking can be found on [postnl.nl](http://postnl.nl), in the Handover Locations or can be obtained by calling PostNL Business Service on +31 (0)88 868 6868.

#### 13.2 Other provisions

- 1 PostNL is entitled to place markings on any Mail Items handed over for Postal Conveyance if required for sorting and/or Delivery purposes.
- 2 PostNL will not convey any Mail Items bearing franking marks or labels on the address side other than those issued or supplied by PostNL. However, the use of stickers solely for the purpose of specifying the Addressee or the Customer is permitted, provided that this statement is not affixed in the franking zone. The Customer's statement may not be contrary to the Conditions for Designing Mail Items and may contain an address, provided that PostNL has approved this statement. Mail Items that are part of a Consignment are franked with the standard postage paid indication 'PostNL Port betaald'.
- 3 PostNL will not convey Mail Items bearing franking marks issued by PostNL on the address side that have been treated or processed in such a way that they cannot be cancelled by PostNL in the usual way. In derogation from paragraph 2 of this article, when franking Mail Items using a franking machine, franking marks will be deemed valid if produced by a franking machine for which there is a written franking agreement between the user and PostNL and only if the user has complied with the terms agreed for the franking machine. Franking marks of Postal Operators other than PostNL on the address side, both inside and outside the franking zone, are not permitted.
- 4 PostNL will not convey any Mail Items bearing stamps, stamping marks or other marks or imitations of marks which, because of their similarity, may be confused with stamps or marks issued or used by PostNL.

# Article 14

## Information for the Sender and/or the Addressee

### 14.1 Registered Mail

- 1 At the request of the Customer, Mail Items may be sent using an Optional Service. The rates and surcharges for the conveyance of Mail Items with Optional Services are specified in the (latest version of the) Rates brochure.
- 2 If a registered Mail Item is lost, damaged or delayed, or if all or a part of its contents are missing, the Customer may claim compensation for the actual loss or damage, including any consequential damage, up to a maximum of € 50.00.
- 3 The name and address of the Addressee and the Customer must be stated fully, clearly and not in pencil on each Mail Item. Registered Mail Items will be handed over to the Addressee (see also Article 15.2). If a Mail Item proves undeliverable, it will be returned to the Customer, in exchange for a signed receipt.
- 4 The Customer will be provided with a proof of posting receipt for Mail Items sent using Optional Services, or a posting receipt can be obtained from the track and trace barcode report.
- 5 Pricing for larger quantities of Registered Mail may be based on (inter alia) annual volumes. In order to qualify for this arrangement, a written agreement is required. Pricing is subject to the aforementioned conditions and applies per Sender. In the event of non-compliance with these provisions, PostNL will be entitled to charge a surcharge per registered Mail Item.

### 14.2 Registered with declaration of value/insured conveyance (Insured Mail Service)

- 1 Subject to the applicable weight limit, the value can be declared of sealed, registered Mail Items (see Article 14.1), which form a Consignment, up to the amount of the market value of the enclosed goods or securities. The value of the enclosed goods or securities must not exceed the declared value, subject to a maximum of € 500.00 per Letterbox Item. The Customer must pack, address, frank and seal\* the Mail Item in such a way that the contents of the Mail Item cannot be removed without leaving external traces. The Customer must use a Seal bag to send Mail Items containing cash, bank notes, negotiable instruments, precious metals, precious stones, pearls, objects or documents that have a value as an object of art or as a collector's item, or any other valuables. The Seal bag is available at all Handover Locations.
- 2 In addition to the provisions of Article 14.1.2, if a Mail Item sent as registered with declaration of value/insured conveyance is lost, damaged or delayed, or if all or a part of its contents are missing, the Customer may claim compensation for the material damage of the Mail Item, up to the declared value within the meaning of Article 8.3 of these General Conditions.
- 3 If a Mail Item sent as registered with declaration of value/insured conveyance containing cash, bank notes, negotiable instruments, precious metals, precious stones, pearls, objects or documents that have a value as an object of art or as a collector's item, or any other valuables is lost, damaged or delayed, or all or part of its contents are missing, the Customer may only claim compensation for the damage or loss of the contents of the Mail Item as described in Article 8 of these General Conditions if a Seal bag was used. In all other cases, compensation for loss or damage will not exceed € 50.00 within the meaning of Article 8 of these General Conditions.
- 4 A Transport Document will be drawn up for the Postal Conveyance of registered Mail Items with declaration of value/insured conveyance (Insured Mail Service). PostNL does not make the Collection Service available for Mail Items with declaration of value/insured conveyance (Insured Mail Service).

### 14.3 Signature on Delivery

- 1 A signature on delivery is part of the Optional Service for Mail Items sent using an Optional Service within the Netherlands. The signature on paper or formed electronically by signing the handheld computer serves as proof of Delivery.
- 2 In the event that more than one Mail Item sent using an Optional Service is delivered to an Addressee at the same time, the Addressee will be required to place only one (1) signature on delivery for all Mail Items received at that time. In that case, the signature on delivery will then be duplicated electronically by PostNL to serve as proof of Delivery for each Mail Item. The Customer agrees to this in advance.

\* Further information about the way in which Mail Items with declaration of value must be packed, addressed, franked and sealed can be obtained from PostNL Business Service (+31 (0)88 868 6868) and from any Handover Location.

# Article 15

## Delivery

### 15.1 General

- 1 Except where otherwise agreed in writing, Mail Items will be delivered to Addressees from Tuesday to Saturday, except on generally recognised public holidays, unless this cannot reasonably be expected of PostNL. Notwithstanding the foregoing, Mail Items sent using Optional Services, as referred to in Article 14 of these General Conditions, can also be delivered on Mondays.
- 2 Mail Items will generally be delivered by being deposited through the Letterbox, which is also deemed to include the letter slot, at the Address specified on the Mail Item.

### 15.2 Rules for the Delivery of Mail Items sent using an Optional Service.

- 1 Mail Items requiring a signature for receipt will be delivered to the Addressee, his or her authorised representative or an adult member of the same household.\* The person signing for receipt may be required to provide proof of identification.
- 2 If a Mail Item requiring a signature for receipt is not delivered at the Address of the Addressee, it will be handed over only if the person who signs for it can show that they are the person lawfully entitled to it.
- 3 A Mail Item sent using an Optional Service will be handed over at the Address of the Addressee. In flats where there is an intercom but no lift, the Addressee may be asked to take receipt of such Mail Items downstairs.
- 4 If the Mail Item is addressed to a PO Box, a written note indicating the arrival of the Mail Item will be placed in the PO Box.
- 5 If there is no answer at the Address stated on the Mail Item when the Delivery attempt is made for Mail Items sent using an Optional Service, a written note will be left with statement of how and when the Addressee may collect the Mail Item.

### 15.3 Rules for Delivery in special cases

- 1 PostNL will only deliver Mail Items where Letterboxes comply with the rules governing place, size, etc. laid down in laws and regulations. If there is no Letterbox at the specified Address, or if this does not meet the requirements set for this, Mail Items intended to be delivered to that Letterbox will be treated as Undeliverable Mail Items. However, PostNL will only do so after instructing the Addressee to install a Letterbox which satisfies the requirements and if the Addressee has failed to do this within a period of one month (three months in new cases). PostNL may immediately treat Mail Items deliverable through a Letterbox as Undeliverable Mail Items if the Addressee causes the Letterbox in question to be removed or takes measures or causes measures to be taken that result in the Letterbox no longer meeting the requirements or not being accessible to PostNL.
- 2 Mail Items intended for Addressees staying in recreational areas such as holiday villages, allotments, campsites, marinas, etc. (i.e. places not intended for permanent occupation) will not be delivered "to the door" but will be deposited in the boxes of a Letterbox unit or in a similar facility or handed over to the manager of the complex.
- 3 Mail Items intended for Addressees in nursing homes, retirement homes, barracks, army camps and other premises and complexes where a multiple Addressees are staying will be delivered to the communal letterbox or handed over to a person designated for the purpose by the parties concerned. Mail Items with a signature for receipt or which are otherwise not suitable for depositing in the Letterbox (including the letter slot) will be delivered in accordance with the arrangements made on a case-by-case basis.
- 4 Mail Items intended for bankrupts or for natural persons whose assets are controlled by an administrator under the Dutch Insolvency Act will be delivered with due observance of the rules laid down for that purpose in the Dutch Insolvency Act. Unclearly addressed Mail Items that PostNL may reasonably assume are intended for a bankrupt or for a natural person whose assets are controlled by an administrator under the Insolvency Act will be treated as such.
- 5 Mail Items addressed to a deceased person will be delivered to the Address stated on the Mail Item in question, unless the heirs or executor or executrix of the estate have requested, by means of applying for the forwarding service for mail addressed to deceased persons, that such mail be delivered to an alternative Address. In such cases, Mail Items requiring a signature on receipt will be handed over to a person authorised by all the heirs or to the executor or executrix of the estate.

- 6 Mail Items addressed to a natural person or a legal entity that has concluded a contract with PostNL for the Change-of-address service, Holding service or Forwarding service will be delivered to the specified Address for the period agreed with the Addressee.

#### **15.4 Undeliverable mail**

- 1 If a Mail Item is undeliverable, it will as a rule be returned to the Customer with a note stating why it is undeliverable. PostNL is entitled to demand a reasonable payment from the Customer for the return of the Mail Item. The Mail Item will be returned immediately if it is refused by the Addressee, if the address is incorrect or incomplete, if conditions are such that Delivery in the Letterbox of the Addressee is impossible, or if there is no Letterbox that meets the requirements. If the Mail Item must be handed over to the Addressee and he or she is not at home, a note will be left and the Mail Item will be retained for the Addressee for three weeks at the PostNL Location specified in the note. After this period, the Mail Item will be returned to the Customer if possible.
- 2 Undeliverable Mail Items that cannot be returned to the Customer (including when refused by the Customer) will be destroyed, with the exception of Mail Items deemed to be of value to the Customer or Addressee. In that case, the Mail Items will be retained for one year, after which period they will pass to PostNL. Any money, valuables, etc. found in such Mail Items will be retained for two years, after which period they will pass to PostNL. Undeliverable Mail Items containing perishable goods (such as fresh food items) will be destroyed immediately.

\*Boarding house or hotel guests, members of staff, landlords, landladies and hoteliers are not deemed to be members of the same household.

## Article 16

### Amendments and additions

- 16.1 PostNL is entitled to amend or make additions to these General Conditions at any time.

## Article 17

### Special provisions

- 17.1 In addition to these General Conditions, Postal Conveyance performed by PostNL under an Agreement as referred to in these General Conditions will be governed by the provisions of Book 8 of the Dutch Civil Code, except where these General Conditions or other agreements made with the Customer provide otherwise.
- 17.2 Agreements to which these General Conditions apply will remain in force if the legal form of PostNL changes.

# Article 18

## Inspection

**18.1** These General Conditions enter into force on 1 January 2023. The General Conditions are available for inspection at all Handover Locations and can be viewed on [postnl.nl](https://postnl.nl). Copies can be obtained free of charge from PostNL Business Service (tel. +31 (0)88 868 68 68).

**For more information,**

call +31 (0)88 868 68 68 or go to [postnl.nl](https://postnl.nl).

