

General Terms and Conditions for Account for SME

June 2024

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The following general terms and conditions come into force on 1st June 2024

1. INTRODUCTION

1.1. Definitions

The following definitions apply to these General Terms and Conditions:

Account for the Transport of Parcels of Businesses, also referred to as “Account for SME”: digital account created on a computer platform, owned by bpost and made available to the Customer free of charge for franking its Parcels over a set period and managing the Transport of its Parcels;

Account for SME Activation: confirmation by email of the activation of an Account for SME sent to the Customer;

Business Day: any calendar day except Saturday, Sunday, legal public holidays and inactivity days established by bpost and published on the bpost website at www.bpost.be;

bpost: the limited liability company under public law bpost, with registered office at Boulevard Anspach 1 Box 1, 1000 Brussels and listed in the Crossroads Bank for Enterprises under number 0214.596.464 (and its employees, agents and independent subcontractors);

Customer: the natural person who works independently or the legal entity designated as holder and user of the Account for SME. The natural persons acting as consumers within the meaning of the Economic Law Code of 28 February 2013 (that is who buy or use the service for non-work ends) are not permitted to use the Service;

Drop-off Box: box located in some post offices in which the Customer is able to drop off its Parcels for delivery by bpost;

Excluded Parcel: any parcel that contains prohibited or dangerous goods or non-compliant parcels, as set out in Part 1 of these General Terms and Conditions;

General Terms and Conditions for Account for SME, also referred to as “General Terms and Conditions”: these general terms and conditions, as amended from time to time and made available on the bpost website;

General Conditions Governing the Offer of bpost Services: the general terms and conditions governing the offer of bpost services, as amended from time to time and made available on the bpost website;

Laws: national or international laws, including postal laws, decrees, decisions, rulings, regulations, recommendations, directives, custom, legal precedents, orders or any other regulations of an Authority (including its legal and administrative interpretation) that are in force;

Parcel: any envelope, package, bag or any load fulfilling the requirements for Transport as a Parcel, as defined in the regulations, these General Terms and Conditions and the Operational Guides entrusted by the Customer to bpost for Transport;

Shipping Credit: reward granted to the Customer who opens an Account for SME in the form of financial remuneration based on the number of Parcels dropped off at bpost over a set period;

Operational Guides: all the guides, brochures, manuals and technical or operational instructions published by bpost and relating, more particularly, to (I) the technical or operational rules that apply to the Handling of Parcels by bpost and (II) the tariffs that apply to the Services, as amended from time to time and made available on the bpost website;

Parcel locker: automatic parcel locker in which the Customer is able to drop off its Parcels for delivery by bpost and the addressee is able to pick up Parcels;

Plug in: additional computer module installed on the Account for SME.

Special Drawing Right: the indemnity payable by bpost is expressed in SDRs or Special Drawing Rights, in accordance with the international postal regulations. This is an accounting unit used in international exchanges with a value determined on 1 January of every year;

Transport: all actions and services concerning the Parcel (including any pick-up, sorting, transport and delivery to the destination address);

1.2. Scope

Unless agreed otherwise in writing, these General Terms and Conditions for Account for SME (hereinafter referred to as the “General Terms and Conditions”); available on the bpost website at https://www.bpost.be/sites/default/files/terms-conditions/GTC_business_account_current_EN.pdf) and the General Conditions Governing the Offer of bpost Services (available on the bpost website at https://www.bpost.be/sites/default/files/terms-conditions/GTC_bpost_Service_offer_current_FR.pdf) apply in full to the Account for SME.

These General Terms and Conditions become effective when the Customer receives the Account for SME Activation notification and applies to all Parcels processed through the Account for SME.

In the event of contradiction between the General Conditions Governing the Offer of bpost Services and the General Terms and Conditions for Account for SME, the latter take precedence.

The General Terms and Conditions for Account for SME and the Operational Guides for the Parcels processed through the Account for SME may be consulted at any time at <https://parcel.bpost.be/>. An explanation of the Shipping Credits and tariffs for Parcels processed through the Account for SME may be consulted at any time at <https://parcel.bpost.be/>.

bpost operates in a regulated industry characterized by changes in supply and demand. As a consequence, the services and operational processes of bpost change as the circumstances change.

The general or special terms and conditions of the Customer or of other parties than bpost will never apply.

These General Terms and Conditions also apply to any person that bpost may use to pick up, transport or deliver the Parcel (provided this collection service is not subject to any special conditions, which will be communicated to the Client for approval).

No member of staff, agent or subcontractor of bpost is authorised to ignore, change or adapt these General Terms and Conditions. If the Customer hands over the Parcel with oral or written instructions contrary to these General Terms and Conditions, bpost shall not be bound by such instructions. Derogations from these General Terms and Conditions are possible only on the basis of written confirmation detailing the exact scope of those derogations made on behalf of bpost by a person duly authorised to do so.

bpost reserves the right to change the Account for SME, the General Terms and Conditions, the Parcel Tariffs and the Operational Guides at any time, on the understanding that this decision will not affect the conditions of transport of Parcels handed over to bpost prior to such a change.

In the event of a change, bpost will publish the General Terms and Conditions on its website (https://www.bpost.be/sites/default/files/terms-conditions/GTC_business_account_current_EN.pdf) no later than thirty (30) calendar days before the change becomes effective. If the Customer does not accept any change, it may close its Account for SME without compensation or prior notice by emailing the Customer Service (service.centre@bpost.be). The closing of the Account for SME leads to the loss of accumulated Shipping Credits and any other benefit linked to this account

1.3. Coming into effect and proof of acceptance of the General Terms and Conditions

The Account for SME is created and accepted electronically. The Activation by the Customer of the Account for SME is proof of the final and formal validation of the Account.

These General Terms and Conditions can only be unconditionally accepted electronically by checking an acceptance box when creating an Account for SME on the website at <https://parcel.bpost.be/>.

1.4. Power of representation

The natural person who creates an Account for SME in the name of a company, a legal entity or any other party, declares that he or she possesses the competence and internal and external authorisations required to enter into valid agreements on its behalf.

The Customer hereby states that it has the requisite powers and all requisite internal and external approvals and authorisations needed to perform the agreements it enters into in the framework of the Account for SME.

The Customer declares that accepting the General Terms and Conditions for Account for SME does not constitute an infringement of the Customer's articles of association, any judgement, ruling, order or administrative decision applicable to the Customer or any agreement, legal stipulation or other obligation the Customer is bound by.

The Customer guarantees that it creates an Account for SME within the framework of a business activity and that it is not a consumer within the meaning of the Law of 28 February 2013 introducing the economic law code.

1.5. Term and closure of the Account for SME

The Account for SME is activated for an indefinite term.

The Customer may close its Account for SME at any time free of charge and without prior notice by emailing the Customer Service (service.centre@bpost.be).

bpost may also suspend access to the Account for SME free of charge and without prior notice by means of a notification to the Customer if invoices remain unpaid after the authorized payment term has expired. In this case, the Customer may continue to send Parcels subject to the advance payment of franking charges. Shipping Credits accumulated before the suspension of the Account for SME will be lost permanently even after the invoices have been settled.

bpost may unilaterally close the Account for SME at any time by email or registered mail with immediate effect, without prior notice and without payment of any compensation, if new legal, regulatory or operational stipulations are introduced that obstruct the use of the Account for SME.

Without prejudice to the stipulations of the General Terms and Conditions and its other rights, each party reserves the right to close the Account for SME by operation of law (that is without involving the courts) by means of a notification addressed to the other party by email or registered mail, if this other party:

- fails to fulfil the stipulations of these General Terms and Conditions and does not rectify this within ten (10) Business Days of being notified of this non-fulfilment;
- is guilty of an intentional infringement in the use of the Account for SME, fraud or any behaviour that is contrary to commercial practice; and/or
- ceases or threatens to cease its activities.

In addition, each Party has the right to close the Account for SME without further legal intervention by registered letter if:

- a liquidator or administrator is appointed to administer the property or assets of the other party;
- the other Party is declared bankrupt, is manifestly insolvent or suspends payments;
- the other Party is liquidated (with the exception of a liquidation as part of a reorganization that occurs in such a way that the solvent company established as a consequence continues to be bound by the obligations imposed by the other party within the framework of the Account for SME).

1.6. Invoicing and payment conditions

Tariff of the Account for SME

The Account for SME can be created and managed free of charge.

Fact Invoicing of the Parcels

An invoice is issued twice a month to cover the costs of the Parcels that have been dropped in the preceding two (2) weeks.

The Customer will settle the invoice within thirty (30) calendar days of the invoice date. Every invoice must be settled in full in one payment by direct debit from the Customer's bank or by bank transfer to the bank account stated on the invoice or in the Account for SME with instant online payment.

Each amount remaining unpaid on the due date will be increased by operation of law and without prior notice by late interest of eight per cent (8%) per year commencing on the due date and continuing until the date of full payment.

bpost also reserves the right to demand, without prior notice, a fixed indemnity of fifteen per cent (15%) of the invoiced amount or sixty-five euros (€65), whichever is higher, without prejudice to any collection charges, legal costs and other operating costs payable by the debtor. The omission of the interest rate or the fixed compensation from any notice of default does not mean that bpost waives the right to demand interest or fixed compensation.

If an amount has not been paid by the due date, bpost also has the right to suspend access to the Account for SME until full payment of all due and payable amounts. The Customer cannot invoke any clearance or right of lien with regard to bpost. Shipping Credits accumulated before the suspension of the Account for SME will be lost permanently even after the invoices have been settled.

Disputed invoices

The Customer must notify bpost in writing that it disputes any invoice in whole or in part within five (5) days of the invoice date. This dispute must state the date and number of the contested invoice and must be sent by registered mail to "bpost HQ – Service bpack de bpost Business – Département Sales Administration – Boulevard Anspach 1 bte 1, 1000 Bruxelles".

Once the five- (5-)day delay has expired, the invoice is deemed to have been accepted by the Customer.

If the Customer disputes only part of the invoice rather than the entire invoice, it remains obliged to pay the undisputed part of the invoice without restriction. In the event of the dispute of an invoice, bpost shall examine the claim letter. If the requested change is justified (due to the form or content of the invoice), bpost will rectify the invoice once free of charge. If the change is not justified, the Customer will be notified of this by bpost and will be obliged to settle the invoice immediately.

If, after bpost rectifies an invoice, it is again disputed by the Customer for one or more other reasons (based on merits reasons or formal reasons), bpost will charge an amount of twelve euros and forty cents (€12.40) as administration costs for such additional rectification requests if the change request is not founded.

Administrative costs of seven euros and fifty cents (€7.50) will be charged for any request by the Customer for duplicate documents (such as an invoice). An administrative fee of six euros and twenty cents (€6.20) shall be added to any invoice in an amount lower than twenty-five euros (€25).

All amounts are excluding VAT, which shall be charged..

Payment term

The use of the Account for SME requires the Customer to fulfil the solvency and credit conditions set by bpost and bpost to grant a payment term to the Customer.

In principle, the payment term is thirty (30) calendar days after the invoice date. bpost may grant another term or make the granting of the term subject to the fulfilment of conditions, which will be stated in a special communication sent by bpost to the Customer, including:

- the furnishing of a bank guarantee to bpost;
- the transfer to bpost of an interest-free provision; and/or
- the setting up of a direct debit for the payment of invoices issued by bpost.

The practicalities of these solvency guarantees are available from bpost Customer Service.

If the Customer fails to fulfil the solvency and credit conditions by the due date or if the Customer has not been granted a payment term or if the Customer fails to fulfil its obligations as stated in the special communication concerning the payment term or if a change in the Customer's credit or solvency situation (including a change in the credit limit set by bpost or the total amount of invoices of the Customer) no longer justifies the payment term granted to the Customer, bpost reserves the right to suspend access to the Account for SME.

The Customer may continue to send Parcels subject to the advance payment of franking charges. Shipping Credits accumulated before the suspension of the Account for SME will be lost permanently even after the invoices have been settled.

Rewards and Shipping Credits

Each Customer who holds an Account for SME is automatically registered in the rewards system during the creation of its Account for SME.

The reward takes the form of the accumulation of Shipping Credits based on the volume of (domestic and international including Additional options – not Collections) Parcels managed in the Account for SME over a reference period.

The Shipping Credit is a monetary amount expressed in euros corresponding to a percentage of the franking value of the (domestic and international) Parcels managed in the Account for SME over a reference period. Only Parcels are taken into account when calculating Shipping Credits.

This percentage depends on the total number of Parcels handled over the reference period and their destination. The value of these Shipping Credits cannot be exchanged for cash. The Shipping Credits are personal and cannot be transferred to a third party.

Only Parcels created in the Account for SME are eligible for inclusion in the reward system.

The Shipping Credits are counted from the first (1st) Parcel processed through the Account for SME and dropped off at bpost over a set period, that is one calendar year after the

date of Activation of the Account for SME. The percentage applied for counting Shipping Credits increases up to seven hundred and fifty (750) Parcels processed through the Account for SME. Above this volume of Parcels, the percentage applied to calculate the Shipping Credits remains the same.

The Shipping Credits are accumulated over the period set and cannot be transferred to a third party. The Shipping Credits are automatically converted, in whole or in part, into a deduction on the amount due to bpost for the transport of Parcels after the reference period. If the total amount of the Parcels is higher than the value of the Shipping Credits used, the difference will be settled by an invoice.

Available Parcels Credits will be displayed from a hundred (100) Parcels. The Shipping Credits accumulated over the reference period are available and can be used after the anniversary date of the Activation of the Account for SME. The Shipping Credits are valid and can be used for up to twelve (12) months after the end of the reference period. After twelve (12) months, the accumulated Shipping Credits that have not been used will permanently expire.

If the Account for SME is closed, in accordance with the "Term and closure of the Account for SME" clause the remaining Shipping Credits will expire without the possibility for the Customer to exchange them for cash.

1.7. Integration with an e-commerce platform (Plug in)

The client, holder of Account for SME, sometimes has an e-commerce platform. In this case, the client has the possibility to link his e-commerce platform to his Account for SME by installing a specific module, called 'Plug in', in his Account for SME. This 'Plug in' allows an automatic and structured exchange of data between Account for SME and these third party computer applications in order to facilitate the franking and the Transport of its Parcels. By installing these "Plug in", the client expressly authorizes the exchange of data between the Account for SME and third party computer applications. The customer remains responsible for informing his customers about these data exchanges.

2. PRESENTATION OF THE PARCELS

2.1. Obligations of the customer

1. The Customer must (i) determine whether special Authorizations are required for its Mail to be accepted for the Services and (ii) notify bpost of this in writing.
2. Before transferring the Mail to bpost, the Customer must verify that this Mail is not prohibited or subject to restrictions by virtue of any Law, including the postal law and ICAO/IATA for air freight, these General Terms and Conditions and the Operational Guides. The Customer must also check whether

Authorizations are required, bearing in mind the specific bpost means of transport and Services, and the destination of the Mail.

3. The Customer undertakes not to provide prohibited, dangerous or non-compliant Mail for transport by bpost.

2.2. Prohibited and dangerous Mail

1. Mail is prohibited when its content is prohibited by any law that is in force, including postal laws. This list is incomplete:

Drugs and toxic substances	including narcotics and psychotropics (for example medications such as certain sleeping aids and sedatives, powerful analgesics, and medications to treat ADHD), soft drugs (such as cannabis, CBD oil, CBD paste and qat) and hard drugs (such as cocaine and ecstasy).
Chemicals	including explosives, flammables, radioactive and other dangerous substances, carbon dioxide in solid form (dry ice), pressurized gas, toxic and corrosive substances, fuel and organic peroxides.
Weapons and weapon parts	including firearms, imitation weapons, knives (switchblades), knuckledusters, electroshock weapons, pepper sprays, ammunition and counterfeit weapons.
Pornography	including videos, printed material and objects depicting obscene behaviour that violates all standards of morality or decency.
Products subject to excise tax	tobacco products and other products subject to excise tax.
Securities	including cash (coins, notes) and bearer instruments. However, such securities are permitted when sent in a sealed envelope as registered Mail with declared value. They may be inserted into international registered Mail with declared value only if the destination country provides this service.
Jewellery, precious materials and valuables	including jewellery, works of art and collectibles or other precious materials, including animal fur. Costume jewellery valued at no more than 500 euros and containing no precious materials, such as gold, silver or precious stones, is not prohibited. However, such securities are permitted when sent in a sealed envelope as registered Mail with declared value. They may be inserted into international registered Mail with declared value only if the destination country provides this service.
Substances	including biological and/or perishable infectious substances, frozen and refrigerated foodstuffs and foodstuffs not covered by product code PR52 (pre-packaged and to be kept at room temperature), body parts, human remains, and tobacco products or other products subject to excise tax. Dispensations may be granted on the basis of the provisions of the postal regulations.
Animals	including live and dead animals, organisms and parasites.
Temperature-sensitive products	any goods requiring temperature-controlled transport.

Mail with a value exceeding 25,000 euros	Note: the maximum value of national mail with declared value guaranteed by bpost is 7,500 euros. bpost advises against sending mail with a higher value.
Other excluded products	counterfeit goods and objects, texts or substances in general whose import, export, production, circulation, distribution, possession, sale or transport are banned by law; parcels stating a prohibited destination under commercial law or containing prohibited goods; any goods prohibited under the laws and regulations of any authority of a country through which the goods or parcels must pass.

2. Dangerous Mail is mail that can be a danger to people or the environment, or damage other Mail, bpost equipment or the goods of third parties due to its contents, shape, nature or packaging.

These include goods and substances deemed to be dangerous goods because their transport and/or handling is subject to the rules of the ICAO (International Civil Aviation Organization) and/or the IATA (International Air Transport Association) on the international transport of dangerous goods, the ADR rules (the Agreement concerning International Carriage of Dangerous Goods by Road) and other relevant laws by virtue of which they may be given to bpost for transport.

The following, among other things, are classified as dangerous:

Explosive substances and objects	including fireworks, ammunition, gunpowder and airbags.
Gas (flammable and non-flammable)	including aerosols (for example deodorants, air fresheners, hairspray and whipped cream), camping gas, lighters, extinguishers, scuba tanks, carbon monoxide, chlorine.
Drugs and toxic substances	including alcoholic beverages with an alcohol content greater than 24%, hand gel, perfume and aftershave, (nail) varnish and paint, petrol and spirits, glues and adhesives, paint stripper or thinner, varnish and lacquer, matchsticks, phosphorus and sodium.
Combustive substances	including disinfectants, bleach, hair and clothes dyes.
Toxins or pathogenic substances	including pesticides and herbicides, pathogenic substances (for example bacteria, viruses and parasites), medical samples and research samples.
Radioactive substances	including protective clothing, gloves and the tools contaminated with small quantities of radioactive substances.
Corrosive substances	including cleaning products, rust removers, mercury, gallium and lead batteries.
Waste	including medical waste.

Batteries ⁽¹⁾	including lithium batteries in bulk or packaged individually, used batteries and oils, magnets, lithium ion batteries of more than 100 Wh installed on electrical devices, bikes and scooters or hoverboards, laptops with external battery, electrical wheelchairs, rechargeable batteries, small household electrical generators and automated external defibrillators.
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(1) Some lithium batteries installed in a device are authorised. Read the shipping conditions for lithium batteries installed in a device here: https://www.bpost.be/sites/default/files/migrate/OnepagerDG_FR.PDF

In the case of dangerous or prohibited Mail, bpost may:

- refuse to accept it;
- suspend its Handling;
- if authorized, transport it by another means than agreed, without notifying the Customer in advance;
- destroy it immediately if it presents a danger to people or things; and/or
- return it to the sender if the sender's name and address are stated on the Mail. If the sender's name and address are not stated on the Mail, bpost may handle this Mail in accordance with the procedures for non-deliverable Mail. The costs of return and storage and all other costs are payable by the Customer.

bpost also reserves the right to notify the relevant authorities.

3. The Customer is responsible for all damages caused to its Mail, Mail of third parties, to bpost and to bpost equipment by Mail containing dangerous or prohibited goods. The Customer will remain liable if bpost does handle this Mail. The Customer undertakes to release bpost from all liability with regard to any claims, including claims filed by the Authorities or other third parties, relating to or resulting from the Mail, even when these claims relate to or result from acts or omissions of the addressee.

The Customer undertakes to release bpost from all liability with regard to any claims, including claims filed by the Authorities or other third parties, relating to or resulting from the Parcels, even when these claims relate to or result from acts or omissions of the addressee.

2.3. Non-compliant Mail

1. Non-compliant Mail is Mail (other than those stated in article 2.2 above) that does not fulfil the conditions in the present General Terms and Conditions, the Operational Guides, other specific documents applicable to the Handling of Mail Items, Postal Legislation and other laws. This is a non-exhaustive list of non-compliant Mail:

- Unfranked or insufficiently franked Mail;
- Mail whose destination address is missing, incomplete, unclear, illegible or does not fulfil the address rules stipulated in the Operational Guides;

- Mail that does not fulfil the applicable technical and operational rules (including those relating to weight and dimensions);
- Mail for which the necessary data has not been registered electronically (for example Mail containing goods destined for a non-European Union country);
- Mail for which the necessary customs formalities have not been completed;
- Mail that is not properly packed or whose packaging is unsuited to its contents;
- Mail that does not comply with the required Authorizations or the conditions imposed upon it.

2. If Mail is non-compliant, bpost may:

- refuse to accept it;
- suspend its Handling;
- if it concerns Mail that is not or insufficiently franked:
 - request the sender, if the sender's name and address are stated on the Mail and it is located in Belgium, to settle the remaining franking and additional costs;
 - if the sender's address is not stated on the Mail or it is not located in Belgium and the destination address is located in Belgium, leave a notice at the destination address requesting payment of the remaining franking and the additional costs;
 - in the event of non-payment of the franking and additional costs or if the Mail is not claimed within a term set by bpost, handle this Mail in accordance with the procedures for non-deliverable Mail;
 - if the sender's address is not stated on the Mail and the destination address is not located in Belgium, handle the Mail in accordance with international postal legislation (particularly the provisions of the Universal Postal Union);
- if it concerns sufficiently franked Mail that is non-compliant for any other reason:
 - return it to the sender if the sender's address is stated on it;
 - if the sender's address is not stated on the Mail, handle the Mail in accordance with the procedures for non-deliverable Mail.

The Customer is responsible for all damage caused to its Mail, Mail of third parties, to bpost and to bpost equipment by a non-compliant Mail. The Customer will remain liable if bpost does handle these non-compliant Mail. The Customer undertakes to release bpost from all liability with regard to any claims, including claims filed by the Authorities or other third parties, relating to or resulting from the Mail, even when these claims relate to or result from acts or omissions of the addressee.

2.4. Perishable goods

Without prejudice to that which is stipulated with regard to prohibited or dangerous goods, bpost reiterates that Mail containing perishable goods is handled at the Customer's exclusive risk and bpost cannot be held liable in the event of damage to or by this Mail.

2.5. Objects of value

Without prejudice to that which is stipulated above regarding prohibited goods, bpost recommends that Customers use one of its specialized services when needed to cover the value of the contents with regard to the Handling of Mail with special and/or valuable contents or proof of delivery or the delivery term of which is a decisive factor. bpost also reserves the right to demand proof of the value of the contents of the Mail at any time.

2.6. Liability of the Customer

Preparation of the Parcel

When dropping a Parcel for Transport at bpost, the customer confirms that:

- the Customer has prepared the Parcel personally or used a reliable person to do so and the Parcel was protected against unauthorised tampering during preparation, storage and transport immediately prior to being dropped at bpost;
- the contents of the Parcel have been correctly described, where applicable;
- the delivery address and any other information required for the delivery of the Parcel are correct, legible and complete; bpost reserves the right to apply a tariff surcharge if the Parcel cannot be delivered due to a missing or incorrect address;
- the sender's address (or return address) is correct, legible, complete and located in Belgium;
- the Parcel has a readable barcode. If the barcode is missing or unreadable, bpost reserves the right to affix one and apply a tariff surcharge;
- the Parcel has been prepared safely and carefully in adequate homogenous packaging in such a way that it can withstand handling and the risks associated with Transport and cannot cause any damage to bpost or third parties.
- if the Parcel is made of various parts, that these various parts cannot separate; more than one Parcel cannot be tied or bound together; it must be possible to deliver the Parcel in its original packaging. For other instructions, see our Operational Guides;
- the form, contents and dimensions of the Parcel are such that it can be handled in an automated process by bpost. For other instructions, see our Operational Guides. If automated sorting is deemed impossible, bpost reserves the right to apply a tariff surcharge;
- for bpack XL Parcels: the recipient's email address, the dimensions and the weight of the Parcel must be provided in electronic form with the announcement. If this information is incorrect or missing, bpost reserves the right to apply a tariff surcharge;
- the Parcel does not contain alcohol for delivery to persons deemed too young to consume alcohol under national law. The Customer is exclusively responsible for checking the addressee's age before sending alcohol;
- it fulfils all applicable laws and regulations with respect to customs, imports, exports, embargos and other laws and regulations;

- without the prior written permission of bpost, the Parcel does not contain any prohibited or dangerous goods as set out in the section on prohibited or dangerous goods;
- without prejudice to the other rights of bpost, the Customer shall indemnify bpost from third party claims resulting from the Transport of prohibited or dangerous goods and compensate bpost for all damages or charges incurred, including legal costs.

Customs formalities

The Customer is exclusively liable for customs formalities, observance of applicable regulations and the submission to the authorities of all necessary and useful documents. bpost cannot accept any liability pursuant to the Handling of Parcels by the customs authorities.

If, owing to circumstances, bpost is obliged or willing to act as an intermediary with respect to customs formalities, these duties shall always be discharged by bpost or by a customs representative designated by bpost on the Customer's behalf and at the Customer's expense or on behalf and at the expense of the recipient of the Parcel.

If a customs authority demands additional documents to confirm bpost's authority to act as an intermediary with respect to the customs formalities, the Customer is responsible for providing such documents at its own expense.

The Customer confirms that all declarations and information provided by it with respect to the export and import of the Parcel are true and correct. It acknowledges that it will be liable to civil and/or criminal prosecution if it makes untrue or misleading declarations about the Parcel or the contents of the Parcel, which may give rise to the confiscation and sale of the Parcel, among other things.

Any intermediation or assistance by bpost with respect to customs formalities shall be entirely at the Customer's expense, responsibility and risk. The Customer indemnifies bpost against any claim brought against bpost in relation to the information provided to bpost by the Customer and shall compensate bpost in full with respect to this.

All customs penalties, storage costs and other costs incurred by bpost with respect to a Parcel shall be charged to the Customer. If bpost decides to present the addressee of the Parcel with the invoice and the addressee refuses to pay it, the sender agrees to pay these costs.

2.7. Acceptance of Parcels by bpost

The acceptance of a Parcel for Transport by bpost does not entail bpost's recognition that the Parcel fulfils all conditions of Transport. The Customer is exclusively responsible for making sure that the contents of the Parcel fulfil the conditions of Transport in accordance with the applicable laws and regulations and these General Terms and Conditions.

If a Parcel fails to fulfil the conditions set out in the section on prohibited or dangerous goods of these General Terms and Conditions or the applicable laws and regulations due to its nature (size, format, weight), contents or other characteristic, bpost reserves the right to:

- refuse to accept the Parcel;
- return or retain the Parcel if it has already been accepted;
- if permitted, transport the Parcel by another means than agreed (for example, a Parcel that does not fulfil the conditions for transport by air may be transported by road), without notifying the Customer in advance.

The Customer shall be liable to bpost if the refusal or suspension of the Transport gives rise to costs or to any liability for bpost. bpost may require the Customer to pay the additional costs and expenses provided for in the Tariffs and Payment section.

3. PART 2 : TRANSPORT OF PARCELS

3.1. Right of inspection

The Customer agrees that bpost and any public authority, including the customs service, may open and inspect the Parcel at any time, without its prior agreement.

3.2. Route

bpost carries out the Transport to the destination address as it sees fit, being understood that the Transport from Belgium to an address in Belgium will always be made by road.

3.3. Delivery

3.3.1. Domestic Parcel Transport Services

The delivery of the Parcel means its delivery to the address the Customer provides in the electronic announcement file. If this information is not available, bpost will deliver the Parcel to the address stated on the shipping label.

The place of delivery must be freely accessible without obstacles and must be accessible by certain means of transport. bpost is not contractually obliged to comply with any additional information about the desired place of delivery the Customer or an addressee may provide.

bpost is not obliged to deliver the Parcel in person to the addressee at the address stated.

- If there is a reception at the address stated, delivery can be made to this reception.
- If the place of delivery is an apartment building, bpost may leave the Parcel inside the building entrance.
- If no one is present at the address stated, bpost reserves the right to leave the Parcel in a safe place at the address stated or with a neighbour. The addressee will be notified of this in writing by bpost.

The Customer is liable with regard to bpost if the refusal or suspension of the Transport results in any costs or liability of bpost. bpost may demand that the Customer pays the additional costs and expenses provided for in the Tariffs and Payment section.

If bpost finds that a Parcel could be a danger to persons or objects, bpost is entitled to have the Parcel immediately destroyed or made safe at the Customer's expense, responsibility and risk.

The Customer indemnifies bpost against all losses and all damage resulting from or related to the Customer's failure to comply with all applicable laws and regulations and against the Customer's non-fulfilment of its obligations.

Furthermore, the addressee may authorize the delivery of Parcels at another location (if no one is present at the delivery address) by a method of communication chosen by bpost, if this service is offered by bpost.

Another location may be:

- a neighbour, which means a specific neighbour chosen by the addressee or any neighbour chosen at random, defined as a person who is present in the same building or in a neighbouring building no more than fifty (50) metres from the address stated on the Parcel;
- safe place means a place chosen by the addressee and located at the delivery address stated on the Parcel. The addressee is asked to choose a dry and accessible safe place that is hidden from the public highway;
- Pick-up Point means (1) a Post Office or (2) a Post Point or (3) a Parcel Point or (4) a Parcel Locker. The addressee can choose to have a Parcel delivered straight to a Pick-up Point without bpost making any attempt to deliver the Parcel at the address stated on this Parcel.

bpost reserves the right to deliver straight to a Pick-up Point if it feels this change is in the addressee's interest, in which case bpost will notify the address by email.

bpost reserves the right to deliver in accordance with the standard arrangements if Preferences cannot be complied with for operational reasons.

In the event of delivery to a safe place, bpost has the right to take a photograph of the Parcel in the safe place.

If the address stated corresponds to the identifying data of a Parcel Locker, the Parcel will be placed in one of the boxes of this locker where it can be collected by scanning a unique code. In this case, bpost considers delivery to have been completed when the Parcel is placed in a Parcel Locker.

Some Parcel Transport services include a second presentation at the address stated on the next business day (as standard or as a paying option) if the Parcel cannot be delivered on the first attempt, as stated in the above articles.

If delivery is not possible during this first or second presentation, a notification will be left at the destination address.

If the Parcel is delivered to a Parcel Locker, it will remain there for five (5) calendar days (not including the day of presentation) before being returned to the sender.

If the Parcel is delivered to a bpost Pick-up Point, it will remain there for fifteen (15) calendar days (not including the day of presentation) before being returned to the sender.

The Customer confirms that it accepts the consequences of not picking up the Parcel for up to fifteen (15) calendar days (including the start of the right of withdrawal period for an online purchase by a consumer).

A Parcel that is rejected during a delivery attempt or that is not picked up from an alternative location within the term stated above will be returned to the sender's address in Belgium or the return address stated on the Parcel. bpost reserves the right to apply a tariff surcharge in this case.

- If bpost is unable to return the Parcel to the sender (or the return address stated) or if the sender's address (or return address) is located in a foreign country, bpost reserves the right to destroy or sell the Parcel, as it sees fit. The revenue of such a sale shall be used to meet the transport costs, other costs or outstanding expenses with respect to the Parcel.

A Parcel cannot be delivered to a PO box (postal box - lockbox). For more information about the conditions, see the General Terms and Conditions of the postal office box (lockbox) renting service.

Delivery terms

bpost will do its utmost to present the Parcel at the delivery address within the term applicable to the service in question. These terms are available on bpost's website.

Delivery within the delivery terms cannot be guaranteed by bpost. The Customer acknowledges that bpost cannot be held liable if these delivery terms are not met.

3.3.2. Outbound International Parcel Transport Services

Parcels subject to outbound international Parcels Transport shall be delivered in accordance with the laws, regulations and conditions of the destination country and with the procedures and conditions of delivery partners that bpost uses in these destination countries.

The delivery of the Parcels comprises its delivery at the address stated by the sender, insofar as provided for by the laws and regulations of the destination country and by the procedures of bpost partners;

- bpost is not obliged to hand over the Parcel personally to the addressee;
- the place of delivery must be freely accessible without obstacles and must be accessible by certain means of transport;
- if the address stated by the sender has a reception, the handover may be made at this reception;
- Unless agreed otherwise, the Parcel will only be presented once at the delivery address. If delivery is not possible during this presentation, a notice shall be left at the destination address. The Parcel will then be held in accordance with the stipulations in the laws, regulations and conditions of the destination country and in the procedures and conditions of bpost partners.

The person taking receipt of the Parcel signs a receipt as proof of delivery, except if this service is not available in the destination country or the address stated by the sender of the Parcel corresponds to a PO box (postal box – lockbox) or a poste restante address (if this service is accepted in the destination country).

The Receiver getting the Parcel signs a receipt, unless this service is not available in the country of destination or if the sender sends the Parcel to a Postal Office (PO) Box or as a mail-lying Shipment system (if this service is accepted in the country of destination).

A Parcel cannot be delivered to a PO box (postal box – lockbox). If the delivery address stated is a PO box, the subsequent handling of the Parcel is subject to the laws and regulations of the destination country and the procedures of bpost partners apply.

A Parcel that is rejected during a delivery attempt or that is not picked up from an alternative location within the term stated above will be returned to the sender's address in Belgium or the return address stated on the Parcel. bpost reserves the right to apply a tariff surcharge in this case.

- If bpost is unable to return the Parcel to the sender (or the return address stated) or if the sender's address (or return address) is located in a foreign country, bpost reserves the right to destroy or sell the Parcel, as it sees fit. The revenue of such a sale shall be used to meet the transport costs, other costs or outstanding expenses with respect to the Parcel.

Delivery terms

bpost will do its utmost to present the international Parcel at the delivery address within the term applicable to the service in question.

Delivery within the delivery terms cannot be guaranteed by bpost. The Customer acknowledges that bpost cannot be held liable if these delivery terms are not met.

3.4. Tariffs and Payment

The Customer must pay the price of Transport of Mail dropped with bpost for Transport, the price of the selected options, the additional costs, expenses and surcharges referred to in the specific contract (such as return and storage costs), annual adjustments and any interim adjustments as presented on the bpost website (<https://parcel.bpost.be/fr/pricing/business>).

bpost reserves the right to notify the Customer and subsequently apply the new conditions imposed by a destination country or a partner that bpost uses to transport international Mail when they become effective.

Unless explicitly agreed otherwise, the price charged is based on **the tariffs in force on the date the Parcel is dropped** at bpost. In the Account for Professionals, the tariffs and additional supplements displayed at the time the shipping label is created are for information only. The final amount is invoiced at the time the Parcel is dropped at bpost.

This price is based on the applicable tariffs on the drop date. If bpost establishes that a given Parcel drop has been made for Transport at a price that does not correspond to the applicable rates, bpost may charge the Customer the difference between the price paid and the applicable rate.

The prices published on the bpost website (<https://parcel.bpost.be/en/pricing/business>) are exclusive of VAT. VAT, all other indirect taxes, duties, taxes and levies now and in the future, of whatever nature (excluding tax on income and profit) imposed or authorized by another public authority on the occasion of or in compliance with these General Terms and Conditions will always be payable by the Customer and, where applicable, will be due and added to the above mentioned price.

bpost reserves the right to apply tariff surcharges. The amount and application methods of these surcharges are defined by bpost. bpost reserves the right to apply or modify the supplements at any time and without prior notice, it being understood that the tariff and these surcharges are available at any time on bpost's website (<https://parcel.bpost.be/en/pricing/business>) and that such a decision will have no impact on the conditions of Transport of Parcels previously dropped with bpost.

By dropping Parcels with bpost for Transport, the Customer agrees to pay bpost the supplements and any tariff changes in force on the date the Parcels are dropped.

bpost may adjust the Tariffs at any time based on a rise in costs such as (but not limited to) franking costs, labour costs, fuel costs and transport costs.

In the event of non-payment by a Customer of any amount due to bpost or in the event of any debt on account of the Customer pursuant to non-observance of these General Terms and Conditions, bpost may exercise a right of retention or right of distraint on any Parcel the Customer has an interest in and that bpost has under its supervision. This right of retention or right of distraint also applies to security on debts incurred

by the Customer ensuing from the Transport of other Parcels than the Parcel with respect to which these rights are exercised. The Customer cannot claim any compensation or right of retention from bpost.

3.5.1. Delivery of national Parcels - end of year peak

For the distribution of national Parcels whose labels have been generated in the Account for SME, a surcharge applies during the year-end peak period.

This surcharge is equivalent to a fixed amount per parcel, expressed in euros, invoiced at the time the Parcel is dropped at bpost.

The peak period is defined by bpost and begins at six (6) a.m. the day after the fourth (4th) Thursday in November ('Black Friday') and ends at six (6) a.m. on 25 December (Christmas Day). For the year 2023, this period therefore runs from the twenty-fourth (24th) of November two thousand and twenty-three (2023) to the twenty-fifth (25th) of December two thousand and twenty-three (2023).

The year-end peak surcharge per package for the year two thousand and twenty-three (2023) amounts to one (1) euro (excl. VAT).

3.5. Liabilities of bpost

bpost is not liable for the Parcels until it actually takes them into its care. The Customer may entrust the physical dropping of the Parcel to an authorized person on the Customer's behalf and at the Customer's expense. In this case, bpost has the right to demand valid written authorization from the Customer as a condition of accepting this drop.

- In the case of a drop at the counter of a post office, Postal Point or Parcel Point, Parcels are deemed to have entered into the care of bpost at the moment they are dropped at the counter.
- In the case of a drop at a Parcel Locker or a Drop-off Box, Parcels are deemed to have entered into the care of bpost at the moment they are collected by bpost. In the case of a Parcel Locker the Customer will be notified of this by any method of communication chosen by bpost.
- bpost is responsible for Mail that is dropped at another drop-off location, such as Mail handed to delivery staff when they deliver other Mail (Swap) when bpost actually takes receipt of this Mail, as stated in a notification to the Customer by any means deemed appropriate by bpost.
- In the case of a pick-up from the Customer or a drop by the Customer at a bpost network, Parcels are deemed to have entered the care of bpost when bpost signs the documents, except in the cases stated below. In the absence of documents signed by bpost or if the number or type of Parcels is greater than forty (40), Parcels are deemed to have entered the care of bpost when bpost scans them for the first time.
- If the Customer has opted to drop its Parcels, or have its Parcels picked up, in a bpost container, bag or other receptacle, it understands and accepts that bpost does

not manually count the Parcels on an individual basis during the drop or pick-up. However, the award of the Shipping Credit is calculated when the Parcel passes through the machine at bpost's operational centres.

bpost can only be held liable by the Customer in the following cases and for the actual direct losses that the Customer can prove:

- loss of, theft of or damage to a domestic Parcel

Standard Parcel: bpost's liability in the event of loss of, theft of or damage to a domestic Parcel (domestic Standard Parcel, including the letterbox Parcels) is limited to the actual direct losses up to the franking amount.

With guarantee: bpost's liability in the event of loss, theft or damage to a domestic Parcel With Guarantee is limited to the actual direct losses up to the guarantee, which is five hundred euros (€500) for a Parcel containing goods or fifteen euros (€15) for a Parcel containing documents.

The actual value of the contents of the Parcel on the drop date at bpost must be proven by the sender.

The actual losses are calculated on the basis of the actual proven value of the Parcels' contents.

To do this, the sender provides bpost with the purchase invoice certifying the acquisition of the goods. An annual depreciation of fifteen percent (15%) is deducted from this purchase price (excluding VAT). The reference time for determining when the year starts is the date of the last physical scan in the Track & Trace application. If the time interval between the date of the scan and the date of the purchase invoice is less than one year, no depreciation will be applied. This new amount will correspond to the actual loss plus postal costs.

If the sender no longer has the purchase invoice, he can provide the sales invoice to prove the value of the goods sold. From this sale price (excluding VAT), a reference value of the Parcel is recalculated by taking seventy-five percent (75%) of the sale price. This new amount becomes the reference value of the Parcel on which the actual loss is calculated. From this new value, an annual depreciation of fifteen percent (15%) is deducted. The reference time for determining when the year starts is the date of the last physical scan in the Track & Trace application. If the time interval between the date of the scan and the date of the sales invoice is less than one year, no depreciation will be applied. This final amount will correspond to the actual loss plus postal costs.

- loss of, theft of or damage to an international Standard Parcel

Standard: bpost's liability in the event of loss of, theft of or damage to an international Parcel is limited to the actual direct losses up to an amount equal to the tariff for forty (40) SDR's per Parcel plus four and a half (4.5) SDR's/kg and franking costs.

- late delivery

The liability of bpost in the event of late delivery of a domestic Parcel is always limited to an amount equal to the franking costs paid by the Customer for the Parcel. The costs of registration, declaration of value, cash on delivery and other costs will not be reimbursed.

No compensation is payable by bpost in the event of later delivery of an international Parcel, in accordance with the applicable international postal regulations.

Limitation of liability of bpost

The liability of bpost is limited to the cases stated above and covers only direct losses. The liability of bpost cannot be invoked for any indirect losses, including the costs of manufacture or printing, loss of profit, loss of earnings, data or opportunities, or damage to the Customer's image or reputation.

bpost cannot be held liable in the event of loss or damage when a Parcel is delivered to a safe place at the delivery address chosen by the addressee.

bpost is not liable for customs declarations in whatever form or for the decisions taken by the customs services pursuant to the checking of Parcels subject to their inspection.

In the event of loss of, theft of or damage to a Parcel, the sender may waive its right to compensation in favour of the addressee. However, bpost reserves the right to demand proof of the value of the contents of the Parcel at any time.

For Parcels with damaged or lost contents the right to compensation is held by the addressee or the sender, if the sender has waived this right in writing in favour of the addressee, after the addressee has accepted the Parcel. The addressee may transfer its right to compensation to the sender. Compensation can never be paid to both.

Exclusions of liability of bpost

bpost is never liable when the loss is due to:

- acts of state (for example, checks, embargos and confiscations by the relevant authorities);
- national or local air or road traffic disruptions, mechanical problems with means of transport or machines;
- acts of negligence or errors by the Customer or third parties or voluntary or involuntary non-compliance with the obligations directly or indirectly arising from these General Conditions.
- force majeure, that is an event beyond its will and reasonable control, such as natural disasters (including flood and fire), accidents, epidemics, pandemics, industrial action, acts of war, air threats, embargos, armed conflicts or requisition by a public authority.
- bpost cannot be held liable for the total or partial unavailability of the 'Account for SME' caused by the telecom operator (problem of accessibility, low data transfer speed, access time, any restrictions to internet access, security).

3.6. Basic guarantee

bpost recommends that its Customers take out cover to protect the Parcels with particular contents and/or value against loss or damage. The cover may be taken out for domestic and international Parcels.

Limitations of the basic guarantee

The basic guarantee is subject to the following restrictions:

- The guarantee is only valid in the event of loss of, theft of or damage to the Parcels.
- The maximum compensation for Parcels containing documents is fifteen (15) euros.
- The maximum compensation for Parcels containing goods is five hundred (500) euros.

The guarantee covers the actual direct losses up to the aforementioned maximum amounts. Direct losses actually suffered are calculated on the basis of the actual proven value of the contents of the Parcel. The sender must present proof of the value of the content of the Parcel (for example, a purchase invoice). The actual value of the contents of the Parcel on the drop date at bpost must be proven by the sender. This value can never be greater than the proven and depreciated value (acquisition or sale) plus postal costs.

The guarantee does not cover:

- the indirect losses, such as loss of profit, loss of earnings, data or opportunities, or damage to the Customer's image or reputation;
- delays in the delivery of a Parcel;
- expenses related to restoring videos, reports, software and so on, with the exception of simple copying costs;
- intrinsic defects of these goods, or force majeure, cyberattacks, terror attacks or aircraft collisions.
- the delivery of prohibited or dangerous Parcels as set out in the section on prohibited or dangerous goods.
- bpost may claim damaged goods for which the Customer demands reimbursement prior to the settlement of the claim. bpost can in that case use these goods to try to reduce the amount of the losses. If these goods are no longer available through the Customer's intermediary, bpost's obligation to pay compensation expires.

After payment by bpost of the damage caused to the Customer's Parcels, by virtue of this payment bpost is subrogated to the rights of the compensated Customer against third parties and the Customer authorizes bpost to quote its name in any lawsuit or measure bpost wishes to take to preserve its rights against third parties. Furthermore, the Customer undertakes to work with bpost to provide the necessary documents and information and to grant the necessary assistance for the lawsuit or measure by means of the compensation of the Customer by bpost of the related costs.

3.7. Complaints

Without prejudice to the Liabilities of bpost and Liabilities of the Customer sections, the Parcel is deemed to have been delivered in good condition, except if the addressee notifies the sender of visible damage or a visible loss of content at the time of delivery of the Parcel.

The sender of the Parcel must notify the bpost Customer Service:

- Within seven (7) calendar days¹ (commencing on the date of delivery, not including Sundays or public holidays) in the event of loss of contents or damage that was not visible at the time of delivery
- Within twenty-one (21) calendar days (commencing on the date of the most recent scan shown in the track & trace system) in other cases
 - By post: bpost boîte postale 5000 1000 Bruxelles (free postage, no franking needed)
 - By phone: Tel: 02 201 11 11
 - Online form: <http://www.bpost.be/fr/signaler-un-probleme>

Subject to compliance with provisions of the paragraph above, the Customer can also file a complaint within one (1) year² commencing on the date of the notification to the bpost Customer Service.

To enable bpost to handle the complaint, the contents and packaging must be presented to bpost for inspection, as well as all information and documents that could facilitate the investigations and provide the proofs required.

If the Customer is not satisfied with the response to its complaint by bpost, it may contact the Office of the Ombudsman for the Postal Sector (SMSPO) established by virtue of the Act of 21 March 1991.

Office of the Ombudsman for the Postal Sector,
North Gate II,
Boulevard Roi Albert II 8, boîte 4
1000 Bruxelles

www.smspo.be – Tel: 02 221 02 20

¹ Fourteen (14) days for air transport

² Two (2) years for air transport

4. PART 3: OTHER CONTRACTUAL STIPULATIONS

4.1. Subcontracting

bpost reserves the right to use subcontractors to manage the Account for SMEs.

4.2. Applicable law and settlement of disputes

These General Terms and Conditions are governed by Belgian law. The courts of the district of Brussels have exclusive jurisdiction to rule on any dispute with respect to the establishment, interpretation or use of the Account for SME.

4.3. Transferability

None of the parties has the right to transfer the Account for SME without prior written permission from the other party, on the understanding that bpost may transfer the Contract to a company affiliated to bpost at any time.

4.4. Severability

The nullity or unenforceability, for whatever reason, of a setting or part of the Account for SME shall not in any way affect the validity and enforceability of the remaining stipulations of the Account for SME. The part of the Account for SME that is declared null and void or unenforceable will be amended by the parties as minimally as needed to ensure the stipulations in question are no longer null and void or unenforceable. The parties will make sure that the economic balance initially provided for is maintained.

4.5. Waiving of rights

If a party neglects to demand compliance with a right granted by virtue of the activation and use of the Account for SME, this cannot be considered to entail the waiving of that right or of the legal remedies thereto and it will not compromise the validity of the Account for SME. The waiving of rights with respect to a breach in the use of the Account for SME does not entail any waiving of rights with respect to past or future violations of the Agreement.

4.6. Whole agreement

The activation and use of the Account for SME comprises all agreements between the parties with respect to the subject of the Account for SME and replaces all other previous verbal or written agreements, requests, offers or declarations between parties with respect to the subject of the Account for SME.

4.7. Rights of intellectual property

The intellectual property rights with respect to, among other things, drawings, models, literary works and/or documents (stored durably or in machine language), reports, software and databases, as well as the methods, know-how, concepts and other developments that bpost owns or is licensed to use, will continue to be in bpost's possession as owner or licence holder and all intellectual property rights ensuing from a change or adaptation to these rights, know-how or developments automatically belong to bpost.

With the exception of the licensing rights explicitly granted to the Customer by bpost with a view to the use by the Customer of certain computer programmes, the Customer must refrain from using the rights, know-how and developments of bpost in any way without explicit prior written permission from bpost. The Customer shall endeavour to ensure that its employees, agents and subcontractors also fulfil this obligation.

4.8. Personal data protection

For full privacy information, see our general privacy policy and our privacy policy for the 'Shipping Platform' at <https://www.bpost.be/fr/privacy>.