

## table of content

<b>part I. Scope, conclusion of the agreement, representation, proof and definitions</b>	<b>2</b>
1. Scope	2
2. Conclusion of the Agreement	2
3. Power of representation	2
4. Administration of the proof	2
5. Definitions	2
<b>part II. General stipulations</b>	<b>4</b>
1. Handling Orders	4
1.1. Handling Orders at a Retail Office	4
1.2. Handling Orders through the Service Centre or the online booking tool	4
2. Drop procedures	5
2.1. Drop Location and Date	5
2.2. Drop at a Retail Office	5
2.3. Drop at a MassPost (Hyper)Centre	5
2.4. Preparation and packaging of the Distripost Items	5
2.5. bpost material	5
2.6. Number of Distripost Items to be dropped	5
2.7. Checks	5
2.8. Cancellations and changes	6
3. Tariffs	6
4. Payment arrangements	6
4.1. Payment in cash	6
4.2. Payment terms	6
4.3. Invoicing	7
4.4. Disputes and non-payment of invoices	7
5. Liability of the Customer	7
6. Obligations and liabilities of bpost	7
6.1. Obligation of bpost	7
6.2. Handling terms and delivery arrangements	7
6.3. Consequences of non-fulfilment of the Distripost Agreement and/or these Terms and Conditions	8
6.4. Liability of bpost	8
6.5. Force Majeure	8
7. Other contractual stipulations	8
7.1. Complaints	8
7.2. Protection of personal information and disclosure to third parties	8
7.3. Subcontracting	9
7.4. Severability	9
7.5. Waiving of rights	9
7.6. Independence of Parties	9
7.7. Applicable law and settlement of disputes	9
7.8. Whole of the Agreement	9
<b>part III. Stipulations applicable to customers with a Distripost Agreement</b>	<b>9</b>
1. Authorised Senders and third parties	9
2. Declarations of the Customer	10
3. Terminating the Distripost Agreement	10
4. Transferability	10

## part I. Scope, conclusion of the agreement, representation, proof and definitions

### 1. Scope

Unless explicitly agreed otherwise in writing, these General Terms and Conditions apply to the handling by bpost of Distripost items, as entrusted to bpost by the Customer under a Distripost Agreement with bpost or outside the conclusion of such a Distripost Agreement.

The stipulations of the General Terms and Conditions for Postal Services do not apply to the Handling by bpost of Distripost items.

The General Terms and Conditions for Unaddressed Distripost Items and the Operational Guides may be accessed at any time at [www.bpost.be/distripost](http://www.bpost.be/distripost). The general or special terms and conditions of the Customer or of any other party than bpost shall never apply.

### 2. Conclusion of the Agreement

#### 2.1. Agreements concluded through an electronic accept button

If the Agreement must be concluded by means of an electronic accept button, the Customer must click the accept button no later than 7 days before the date on which the agreement is scheduled to come into force, after having read and accepted the content of the Agreement (including the Appendices). Clicking this accept button entails the unconditional acceptance of the content of the Agreement by the Customer and the automated sending of this acceptance to bpost.

The conclusion of the Agreement occurs at the moment bpost receives the Agreement accepted without change. Late acceptance may prevent the coming into force of the Agreement. The Agreement comes into force no earlier than the later of the two following dates: (i) the date of coming into force defined in the Agreement and (ii) the day of receipt by bpost of the Agreement accepted without change.

The Parties agree that clicking the accept button is the same as accepting the Agreement, is comparable to a written signature and meets the demands of article 1322, paragraph 2 of the Civil Code.

#### 2.2. Agreements concluded without clicking an electronic accept button

If the Agreement must be concluded by means of a (written or electronic) signature, it will be sent to the Customer by email by means of a hyperlink or delivered personally to the Customer in duplicate. Once the Customer has read and accepted the content of the Agreement, including the tariffs, these General Terms and Conditions and the Operational Guides, it must sign the Agreement (in duplicate) in writing or electronically.

If the Customer wishes to sign the Agreement in writing, the Customer must return the Agreement to bpost no later than 7 Business Days prior to the date of coming into force of the Agreement in one of the following two ways:

- by mail to the following address: Centre Monnaie, attn. Service Centre Contract, 1000 Brussels (in duplicate);
- by fax to the following number: +32 (0)2 276 30 60, provided it is sent by mail at the same time;
- by email (scanned version) to the following address: [contract@bpost.be](mailto:contract@bpost.be), provided it is sent by mail at the same time.

If the Customer wishes to sign the Agreement electronically, one of the Customer's legal representatives may do so using his or her e-ID card issued by the Belgian State or his or her advanced electronic signature on the basis of a certificate qualified by an accredited certification service provider in Belgium. The use of other forms of electronic signature prevent the inception of the Agreement. The Agreement must be signed electronically no later than 7 Business Days prior to the date of coming into force as set down in the Agreement. Electronically signing the Agreement entails the unconditional acceptance of the content of the Agreement by the Customer and the automated sending of this acceptance to bpost.

Over and above the legal stipulations, the Parties agree that the electronic signature created by the Customer's e-ID card or by means of an advanced electronic signature on the basis of a certificate qualified by an accredited certification service provider in Belgium is comparable to a written signature and meets the demands of article 1322, paragraph 2 of the Civil Code. In addition, the Parties agree that the electronic signature always entails all the legal consequences attributed to it by law vis-à-vis bpost, its Customers and third parties.

### 3. Power of representation

The physical person who accepts and/or signs the Agreement 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 and to perform the undertakings entered into under this Agreement.

The Customer declares that accepting and/or signing the Agreement 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 enters into the Agreement within the framework of a professional activity and that it is not a consumer within the meaning of the Law of 6 April 2010 on market practices and consumer protection.

### 4. Administration of the proof

Transactions, network operations, electronic communications, connections and other electronic actions between the Customer and bpost can be proven by means of log files and transaction files, which bpost may keep on electronic media.

The Customer accepts the probative force of these data. This possibility of furnishing proof does not prevent Parties from providing any other proof by means authorised by the law on the subject.

### 5. Definitions

In these General Terms and Conditions for Unaddressed Distripost Items, the following terms shall have the following meanings:

**Actual Delivery Date:** the date on which the Distripost Items are to be delivered (or the first Business Day of this delivery) by bpost in accordance with these Terms and Conditions;

**Business Day:** a day other than Saturday, Sunday or a national public holiday in Belgium;

**Customer:** the natural person or legal entity named as customer in the Order Confirmation;

**Distripost Agreement:** any Distripost Agreement concluded between the Customer and bpost concerning the Handling of Distripost Items within which framework the Customer undertakes to entrust to bpost a minimum number of Distripost Items;

**Distripost Connect:** Distripost Items that correspond to the basic Distripost range;

**Distripost Death Announcements:** the Distripost Items available at the Retail offices to any customer who wishes to announce a death, which are handled independently of the planning capacity of bpost and having for effect that the limited number of Distripost Items delivered at the same time as stated in the Operational Manuals cannot be exceeded;

**Distripost Easy:** Distripost Items that correspond to the basic Distripost range, available at the Retail Offices from 1 January 2013 for Distripost Items of a commercial nature;

**Distripost Elections:** the Distripost items consisting of printed election matter as defined in article 29 of the Royal Decree of 27 April 2007 on the regulation of the postal service, which are handled independently of the planning capacity of bpost and having for effect that the limited number of Distripost Items delivered at the same time as stated in the Operational Manuals cannot be exceeded;

**Distripost Item:** identical unaddressed mail items not bearing a recipient address or a franking mark that are entrusted to bpost for Handling under these Terms and Conditions;

**Distripost Non-Standard:** the Distripost Items whose dimensions, shape, weight, packaging, composition and/or folding method correspond to the minimum and maximum dimensions and weight, shape, packaging, composition and/or folding method of the Distripost Non-Standard Items as stated in the Operational Guides;

**Distripost Press:** Distripost Agreement for a minimum annual volume undertaking of 1 million items over recurring weekly and monthly drops of the free press. The "fixed day" option as specified in the Operational Guides is an integral part of the Distripost Press product;

**Distripost Public:** Distripost Agreement entered into with public authorities for the delivery of Distripost Items of an informative nature;

**Distripost Pulse:** Distripost Agreement for a minimum annual volume undertaking of 20 million items over recurring weekly and monthly drops. The "fixed day" option as specified in the Operational Guides is an integral part of the Distripost Pulse product. The weight dropped can differ from the weight announced in the booking without an extra charge being payable, provided this remains within the weight limits for each type of Distripost Item, as stated in the Operational Guides;

**Distripost Standard:** the Distripost Items whose dimensions, shape, weight, packaging, composition and/or folding method correspond to the minimum and maximum dimensions and weight, shape, packaging, composition and/or folding method of the Distripost Standard Items as stated in the Operational Guides;

**Drop:** the presentation of Distripost Items at the Drop Location by a single Distripost Sender at the same time and at a single Drop Location in accordance with the stipulations of the Distripost Agreement, these Terms and Conditions and the applicable Operational Guides;

**Drop Authorisation:** the document that the Customer presents at a MassPost (Hyper)Centre counter and attesting to the compliance of the Distripost Items to be dropped with the Order Confirmation and enabling the Customer to make the Drop at the unloading bay, such as this document may be adapted by bpost following subsequent checks that it may make with regard to the Drop;

**Drop Location:** a bpost establishment where the Drop of Distripost Items may or must be made;

**Drop Statement:** the document given to the Customer at a Retail Office counter attesting to the compliance of the Distripost Items to be dropped with the Order Confirmation and enabling the Customer to make the Drop, such as this document may be adapted by bpost following subsequent checks that it may make with regard to the Drop;

**Drop Summary:** the document given or sent to the Customer after its Drop at a MassPost (Hyper)Centre attesting to the compliance or non-compliance of the Drop with the Order Confirmation following the checks that bpost may make with regard to the Drop;

**Full Tariffs:** the full tariffs are the standard tariffs applicable to the Handling of Distripost Items (that is Distripost Elections and Distripost Death Announcements) as published from time to time at [www.bpost.be](http://www.bpost.be) and that apply to the Handling of Distripost Items independently of the planning capacity of bpost and having for effect that the limited number of Distripost Items delivered at the same time can be exceeded;

**General Terms and Conditions for Unaddressed Distripost Items, also referred to as these Terms and Conditions:** these Terms and Conditions for the Handling of Distripost Items in the domestic mail network, as adapted from time to time;

**Handling:** the receipt, sorting, transport and delivery in Belgium by bpost, in accordance with these Terms and Conditions;

**Handling Order:** the procedure by which the Customer orders the Handling of a number of Distripost Items by bpost;

**Local Delivery:** the delivery of Distripost Items in a territory within a single Local Delivery Zone;

**Local delivery Zone:** zone served by the Retail Office in which the Customer places a Handling Order, as detailed at HYPERLINK "<http://www.bpost.be/distripost>" [www.bpost.be/distripost](http://www.bpost.be/distripost)

**MassPost (Hyper)Centre:** one of the bpost sites stated in appendix 2 to the MassPost Guide where certain Drops may or must be made;

**National Delivery:** the delivery of Distripost Items in a territory encompassing more than one Local Delivery Zone;

**Operational Guides:** the MassPost Guide and any other technical and operational guides (or instructions) (brochures etc) published by bpost relating to the Handling of Distripost Items, as adapted from time to time and available at [www.bpost.be/masspost](http://www.bpost.be/masspost) or at the Retail Offices;

**Order Confirmation:** the document by which bpost notifies the Customer that it accepts the Customer's Handling Order as well as the precise Handling and Drop details of these Distripost Items, including locations, date, time, number and price;

**Planning Confirmation:** the document by which bpost provisionally notifies the Customer that its Handling Order has been placed on the schedule, as well as the arrangements of the Drop to be made (with any changes);

**Preferential Tariffs:** the preferential tariffs applicable to the handling of Distripost Items (that is Distripost Connect, Distripost Easy and Distripost Public Items), as published from time to time at [www.bpost.be](http://www.bpost.be) and that apply to the Handling of Distripost Items, the Handling of which does not result in the limited number of Distripost Items delivered at the same time being exceeded;

**Recurring Drop:** a drop is deemed to be recurring when a Distripost Item with identical characteristics as specified in the applicable Operational Guides is delivered regularly (regularity varies depending on the type of Distripost item) in the same delivery zone;

**Retail Office:** a point of sale of bpost where certain Drop Orders can be placed and certain Drops can be made;

**Service Centre:** the customer service of bpost whose contact details are stated in article 1.2 of these Terms and Conditions;

**Week of Handling:** the period of five (5) consecutive Business Days during which the Customer orders the Handling of the Distripost Items;

**Weight Category:** every weight category as stated in the Distripost brochures or Agreement.

## part II. General stipulations

### 1. Handling Orders

The Customer must place every Handling Order through the Service Centre or by means of the online booking tool at a Retail Office, in accordance with the desired delivery area (Local Delivery or National Delivery), according to the number of Distripost Items the Order covers, the type of Distripost Item, the desired Drop Location and whether the Customer is bound by a Distripost Agreement, in accordance with the stipulations of the Operational Guides. A Handling Order can never be placed directly at a MassPost (Hyper)Centre.

#### 1.1. Handling Orders at a Retail Office

**Only the Distripost Death Announcement, Distripost Elections (in election periods) and Distripost Easy products are available at the Retail Offices.**

A Handling Order at a Retail Office must be placed in accordance with the stipulations of the Operational Guides and:

- must only concern the local delivery zone served by the Retail Office in question;
- must be placed during a period prior to the first day of the desired Week of Handling, as specified in the Operational Guides.

All Handling Orders placed at the Retail Office shall be carried out subject to availability.

If the Distripost Items are published in special editions to be delivered in different Local Delivery Zones, a separate Handling Order must be placed for each edition. A separate Handling Order must also be placed for each edition of Distripost Items published in separate language editions. It must be possible to distinguish the language and/or geographical edition of each Distripost Item from the front (such as the cover).

The bpost employee shall present to the Customer a map of the Local Delivery Zone to enable the Customer to indicate the zones in which delivery is to occur.

If the Handling Order is accepted the Customer shall receive an Order Confirmation stating the details of the Handling Order and the Drop arrangements (Drop Location, delivery date, number of Distripost Items to be dropped and so on).

The Customer shall be invited to sign this Order Confirmation as proof that it has been accepted and return this signed Order Confirmation.

The Customer shall be bound to bpost after signing and returning this Order Confirmation.

No cancellation, absence of Drop or change to an Order Confirmation after receipt of the Order Confirmation is permitted and in the event of any such cancellation, absence or change the Customer shall be bound to pay a sum that can rise to the price corresponding to the Handling of all the Distripost Items, as stated on the Order Confirmation.

#### 1.2. Handling Orders through the Service Centre or the online booking tool

**Only the Distripost Connect, Distripost Public, Distripost Press, Distripost Pulse and Distripost Elections (in election periods) products are available through the Service Centre or the online booking tool.**

**Handling Orders** can be placed through the Service Centre or **the online booking tool** as follows:

- through the online booking tool;
- by phone: 02 201 11 11;
- by email: [service.centre@bpost.be](mailto:service.centre@bpost.be).

A **Handling Order** placed through the Service Centre or the online booking tool must be placed in accordance with the stipulations of the Operational Guides and:

- may concern any area ranging from a single Local Delivery Zone to the entire territory of Belgium;
- may be placed no earlier than twelve (12) months prior to the first day of the desired Week of Handling, based on the number of Distripost Items to which the Order applies and whether the Handling Order is recurring or not. The priority rules for delivery capacity allocation are defined in the Operational Guides.

If the Distripost Items are published in special editions to be delivered in different Local Delivery Zones, a separate Handling Order must be placed for each edition. A separate Handling Order must also be placed for each edition of Distripost Items published in separate language editions. It must be possible to distinguish the language and/or geographical edition of each Distripost Item from the front (such as the cover).

For the Handling Order the Customer may make use of a map selection tool provided for that purpose. If the Handling Order is placed through the online booking tool, the map selection tool is incorporated in the online booking tool.

The Customer undertakes not to use it except within the framework of its relationship with bpost and not to make it available to third parties.

The Customer's Handling Order shall state the desired Week of Handling, with due regard for the fact that the Week of Handling is in principle five days long but the Customer may reduce this by one or more days by paying the applicable tariff.

If the Handling Order is provisionally accepted, a **Planning Confirmation** will be sent to the Customer, within two (2) Business Days of placing the Handling Order, by email to the address provided by the Customer when placing the Handling Order. If the Customer's Handling Order cannot be confirmed in full because of insufficient delivery capacity in the zone in question, bpost shall contact the Customer by phone to try to find an acceptable alternative solution.

Following this phone call and as soon as this alternative solution has been agreed, bpost shall send the Customer a Planning Confirmation stating the details of the alternative solution.

If the Customer does not object to the terms of the Planning Confirmation in writing within one week, the Customer shall be bound by these terms and shall not be able to cancel or adapt this Handling Order.

In the event of an online booking, the Planning Confirmation shall be provided directly to the Customer online during the Handling Order process and the Customer shall be bound by this Planning Confirmation as soon as it is received.

The Customer shall receive an **Order Confirmation** no later than two (2) weeks after the Actual Delivery Date, stating the Handling details and the Drop arrangements (Drop Location, delivery window, number of Distripost Items to be dropped and so on). The Customer's attention is drawn to the fact that the Actual Delivery Date (from the moment of the Drop) or the number of Distripost Items to be dropped may differ from the date or the number stated in the Planning Confirmation. This Planning Confirmation will be sent to the Customer by email to the address provided by the Customer when placing the Handling Order.

If the Handling Order is placed within two (2) weeks of the first Business Day of the Week of Handling, subject to sufficient delivery capacity in the zone in question, the Order Confirmation shall be sent to the Customer directly, without a Planning Confirmation being sent, and the Customer shall be deemed to be bound by this Order Confirmation as soon as it is received. No cancellation, absence of Drop or change to an Order Confirmation after receipt of the Planning Confirmation is permitted and in the event of any such cancellation, absence or change the Customer shall be bound to pay a sum that can rise to the price corresponding to the Handling of all the Distripost Items, as stated on the Planning Confirmation.

The conditions of cancellation or change of a Handling Order are stated in the Operational Guides.

## **2. Drop procedure**

The applicable Drop procedures as described below and in more detail in the Operational Guides must be complied with when dropping Distripost Items.

If the Customer opts for a home pick-up service offered by bpost, the Drop conditions of that service shall apply.

### **2.1. Drop Location and Date**

Unless agreed otherwise by bpost and the Customer, the Customer shall present itself at the Drop Location on the agreed day and time stated in the Order Confirmation.

If the Customer does not present itself on the agreed day and time stated in the Order Confirmation to make the Drop or presents itself only with some of the Distripost Items to be handled, the Customer shall be liable for a sum of up to the corresponding price of Handling the full number of Distripost Items stated in the Planning Confirmation or the Order Confirmation, whichever applies.

### **2.2. Drop at a Retail Office**

The Customer shall present itself at the Drop Location with its Order Confirmation, two (2) specimens of the Distripost Items and the Distripost Items to be delivered.

In some cases, the Order Confirmation will state that the Customer must also bring a bundle of Distripost Items, depending on the specifications.

The Customer is invited to make the payment in accordance with the provisions of article 4.

If the Drop is made in accordance with the Order Confirmation and the other applicable conditions, the employee will issue the Customer with a Drop Statement that the Customer is recommended to retain.

If the Drop is not made in accordance with the Order Confirmation and bpost feels, at its discretion, that Handling nevertheless remains possible, without prejudice to article 6.3, the Customer shall receive a new Order Confirmation, which the Customer is required to sign in duplicate, one of which shall be retained by the Customer and the other by the Drop Office. The Customer shall then receive a Drop Statement.

### **2.3. Drop at a MassPost (Hyper)Centre**

The Customer shall present itself at the Drop Location with its Order Confirmation and two (2) specimens of the Distripost Items.

If the Drop is made in accordance with the Order Confirmation and the other applicable conditions, a Drop Authorisation will be issued. The Customer will go to the unloading bay of the (Hyper)Centre MassPost with the Drop Authorisation to make the Drop.

The Drop will be checked against the data on the corresponding Drop Authorisation at the unloading bay and a Drop Summary stating the details of the Drop will be given or sent to the Customer.

If the Drop is not made in accordance with the Order Confirmation and bpost feels, at its discretion, that Handling nevertheless remains possible, without prejudice to article 6.3, the Customer shall receive a Drop Summary at that time or at a later date. The Customer will then follow the procedure described in the preceding paragraphs.

Any person who drops the Items in the name of the Customer must be authorised to bind the Customer under the Distripost Agreement.

### **2.4. Preparation and packaging of the Distripost Items**

The Distripost Items must be prepared and packaged in accordance with the rules stated in the Operational Guides, which are different for each product.

The Distripost Items must never be pre-franked.

Unless agreed otherwise when the Handling Order is placed and the applicable tariff is paid, the Distripost Items (i) cannot contain any supplement, sample, insert or other such element, (ii) cannot be inserted in blister packaging and (iii) must be rectangular or square, foldable and not made up of more than one part.

The Distripost Items must bear the name of their publisher (natural person) and the publisher's address (article 299 of the Penal Code). bpost is entitled to disclose the name and address of the Customer to third parties.

A Distripost Drop must be made up of identical Distripost Items, which means that they must have the same dimensions, weight category, packaging, content and sender, and be subject to the same preparation regulations / method.

### **2.5. bpost material**

The material that bpost makes available to the Customer placing a Handling Order (such as bags, trays and trolleys) remain the property of bpost at all times. The Customer shall return this material to bpost on request.

The Customer undertakes to use this material with due care and only for the purposes of the Drop of Distripost Items. The Customer is responsible for any damage to the material that is not caused by normal use and shall compensate bpost in full for any such damage.

### **2.6. Number of Distripost Items to be dropped**

For each drop the Customer undertakes to drop the number of Distripost Items stated in the Order Confirmation, otherwise bpost will be unable to guarantee optimal delivery quality.

### **2.7. Checks**

The number of Distripost Items dropped by the Customer is calculated by bpost by dividing the total weight of the Distripost Items in the Drop by the weight of one Distripost Item as measured at the time of the Drop (MassPost Hypercentre) or by any other method deemed appropriate (including the counting of a bundle or all the Distripost Items).

bpost reserves the right to conduct all necessary checks to ensure the proper performance of the Distripost Agreement and these Terms and Conditions by the Customer (including checks on the Customer's compliance with the Operational Guides). The checks conducted in the absence of the Customer are also applicable to the Customer.

bpost does not undertake to conduct any automatic check that the Distripost Items comply with the prevailing regulations. The Customer will remain fully responsible for this compliance and where applicable will compensate bpost in full in accordance with article 5.

In the event of any inconsistency between information provided by the Customer and the information held by bpost based on the checks conducted by it, the information held by bpost shall have precedence.

The provisions of article 6.3 of these Terms and Conditions may be applied if a breach is established.

## **2.8. Cancellations and changes**

No cancellation, absence of Drop or change to an Order Confirmation is permitted after receipt of the Order Confirmation or the Planning Confirmation and in the event of any such cancellation, absence or change the Customer shall be bound to pay a sum that can rise to the price corresponding to the Handling of all Distripost Items, as stated on the Order Confirmation or Planning Confirmation.

## **3. Tariffs**

Without prejudice to the stipulations of any Distripost Agreement, the applicable tariffs are the tariffs stated in the Order Confirmation.

They are established on the basis of the number, weight category, format, content and so on of the Distripost Items handled.

If the Tariffs are raised by less than 10% between the issue of the Planning Confirmation and the issue of the Order Confirmation, the Customer has no right to cancel the order.

The tariffs stated are excluding VAT.

Any existing or future duties, taxes, contributions and indirect taxes that may be imposed or levied by the public authorities following or pursuant to the Handling of Distripost Items (including all applicable municipal taxes) are always payable by the Customer and may be demanded in addition to the price, after the Actual Delivery Date of the Items.

bpost has the right to adjust the Tariffs at any moment unless the Customer applies for new arrangements for its Handling Order or it is changed due to the adjustment of the geographic selection following the freeing up of capacity by bpost. The maximum Tariff will be the Tariff stated in the Planning Confirmation. The rise in the number of Distripost Items to be dropped due to a new count of the number of letterboxes in the Customer's geographic selection when the Order Confirmation has been issued will not be added to the amount payable by the Customer.

## **4. Payment arrangements**

### **4.1. Payment in cash**

Without prejudice to the provisions of article 4.2, any Handling of Distripost Items must be paid in cash after the sending of the Order Confirmation and no later than the time of the Drop, in one of the following ways:

- in banknotes and coins (or payment card);
- by transfer to the postal account stated on the Handling Order;
- by online payment (Ogone).

Distripost orders may be paid for online by Visa/MasterCard, American Express, ING, Dexia or CBC/KBC online banking, by secure server or through a bpost partner. To this end, bpost works with a service payment provider (Ogone) and uses the following security standards: Visa Certified and MasterCard Secured. If a credit card is used, authorisation will be requested from the Customer's financial institution at the time of the order.

Any steps taken unilaterally by the Customer through its banking institution to object to any payment made through our online booking tool or any action by the Customer leading in any way to a temporary or permanent blocking of the payment to bpost (i) leads to the de facto cancellation of any Order Handling and, if such Handling has already occurred, (ii) leads to the de facto cancellation of any right to reimbursement of the order or automatic sending of a replacement Item.

Payments must always be made in a single transaction settling the full amount of the order.

### **4.2. Payment terms**

Contrary to Article 4.1, bpost may grant the Customer a payment term. bpost may make the granting of this payment term subject to compliance with conditions, including the conditions relating to the number of weeks between the Handling Order and the Actual Delivery Date and/or relating to the Customer's solvency as evaluated by an independent body, particularly:

- the giving to bpost of a bank guarantee;
- the payment to bpost of an interest-free advance payment and/or the setting up of a direct debit for the payment of bpost invoices.

If the Customer fails to pay an invoice by the due date or if the outstanding or unilaterally withdrawn direct debits are returned to bpost, bpost reserves the right to withdraw the granting of a payment term and to demand the immediate payment in cash of subsequent Drops, in accordance with Article 4.1.

bpost reserves the right to unilaterally change the security amount based, among other things, on the adjustment of the amount of the invoices.

Unless otherwise stated in a special agreement, the Customer's security (guarantee or advance payment) must cover the Customer's obligations and the obligations of any Acceding Authorised Senders and must relate to all Drops made under the Distripost Agreement.

If bpost grants a payment term to the Customer, the Customer must, in the month in which such a grant is made, as the case may be:

- establish the bank guarantee in a form acceptable to bpost and send it to bpost;
- transfer the interest-free advance payment to account 000-4000007-18 (IBAN BE50 0004 0000 0718 BIC BPOT BEB1) of bpost, Finance & Accounting, Accounts Receivable, Centre Monnaie, 1000 Brussels;
- provide to bpost in a form acceptable to bpost the proof of the direct debit instruction in favour of bpost for the payment of invoices under these Terms and Conditions.

The bank guarantee and the proof of the direct debit instruction must be submitted to bpost, Service Credit & Collection, Attn. Ms Annick Carlens, Centre Monnaie, 1000 Brussels.

Until the security has been granted or the direct debit has been set up, the Customer undertakes to pay in cash, in accordance with Article 4.1.

If the Customer has already provided a bank guarantee or transferred an advance payment under an agreement with bpost, bpost may accept this bank guarantee or advance payment as also being valid under these Terms and Conditions. In that event the Customer shall not have to establish a new bank guarantee or transfer a new advance payment. The amount of the existing bank guarantee or advance payment may be adjusted, based on the combined amount of the Distripost Agreement. Until this adjustment is made the Customer undertakes to pay in cash, in accordance with Article 4.1. above.



If the Customer does not owe bpost any amount at the expiry of the Distripost Agreement, the bank guarantee shall be released or the advance payment reimbursed to the Customer on the request of the Customer by registered mail. The Customer that has not concluded a Distripost Agreement may request the release of the bank guarantee at any time (unless it owes bpost any amount), with due regard for the fact that the Customer will not benefit from any possibility of deferred payment from that moment.

#### **4.3. Invoicing**

An invoice will always be drawn up and sent to the Customer, whatever the payment method provided. The invoice will be drawn up on the basis of the Order Confirmation.

The invoice will normally be sent to the Customer once the Handling Order has been placed. In the event of deferred payment, the invoice will be sent after each Drop.

The invoice is due in full in a single payment by means of a direct debit from the Customer's bank or by deposit within thirty (30) calendar days of the invoice date on account number 000-4000007-18 (IBAN BE50 0004 0000 0718 BIC BPOTBEB1) of bpost, Finance & Accounting, Accounts Receivable, Centre Monnaie, 1000 Brussels.

#### **4.4. Disputes and non-payment of invoices**

If an invoice is disputed by the Customer in part or in whole, the Customer must contest the invoice within ten (10) Business Days of the sending of this invoice. This claim must state the date and number of the invoice and be addressed, together with a copy of the Order Confirmation on which the invoice is based, to bpost, Accounts Receivable, Invoicing, Centre Monnaie, 1000 Brussels. The Customer may also dispute the invoice by means of the form available at [www.bpost.be/mafacture](http://www.bpost.be/mafacture) or by email to [service.centre@bpost.be](mailto:service.centre@bpost.be). After the end of this term of ten (10) days, the Customer is deemed to have accepted the invoice.

If the Customer disputes only part of the invoice rather than the entire invoice, it remains obliged to pay without restriction the undisputed part of the invoice.

In the event of the dispute of an invoice, bpost shall examine the claim letter.

If the change demanded (for reasons of substance and or style) is founded, bpost shall rectify the invoice a single time at no extra charge. If the requested change is not founded, the Customer shall be notified by bpost and shall be obliged to settle the invoice immediately.

Any amount not paid by the due date shall attract, without further formality and without prior notice of default, annual interest of 7% from the due date until full payment. bpost also reserves the right to demand, without prior notice, a fixed indemnity of 15% of the invoiced amount or 65 EUR, whichever is higher. The failure to state the interest rate or the fixed compensation in any notice of default does not mean that bpost renounces the right to demand interest and/or fixed compensation at a later date.

The Customer cannot claim any compensation or right of retention from bpost.

A fixed administration fee of EUR 7.50 shall be invoiced for every demand by the Customer with respect to a duplicate of invoices, any Agreements, Planning Confirmations, Order Confirmations and so on.

### **5. Liability of the Customer**

The Customer must refrain from dropping Distripost Items:

- that are not suitable for transport and are not able to withstand the risks of transport;
- that contain organic matter, perishables and so on;
- that are made up or contain objects that, due to their shape, nature or packaging, pose a threat to people or could contaminate or damage other mail items, postal equipment or goods of third parties;
- that are made up of or contain bearer securities, coins, banknotes, jewellery or other precious materials;
- that are (or whose content is) contrary to any legal or regulatory stipulation, including those relating to the delivery of unaddressed mail, public order or acceptable standards or that constitute an infringement of the rights of third parties (including intellectual property rights, image and personality rights);
- that are made up of or contain objects, texts or substances in general whose import, export, circulation, distribution, use or possession is banned by law.

If the Customer drops such Distripost Items, bpost reserves the right not to handle them, or to destroy them, without the Customer being released from its obligation to pay the applicable price. The costs of storage and any destruction may also be charged to the Customer.

The Customer assumes all the potential consequences of its failure to comply with the prevailing legal and regulatory stipulations and/or these Terms and Conditions. The Customer's liability extends to the damage of its Distripost Items and the damage caused to the employees, authorised representatives and the property of bpost, as well as other goods and Items.

The Customer will compensate bpost in full for damage suffered by bpost as well as any charges, costs, compensation and/or damages that bpost is liable to pay to third parties due to a breach by the Customer of the prevailing legal and regulatory stipulations or these Terms and Conditions. bpost undertakes to notify the Customer if a third party files a claim against bpost by which the Customer's liability is invoked.

The Handling by bpost of Distripost Items that do not comply with these Terms and Conditions or the Operational Guides does not exempt the Customer from its liability.

In the event of non-fulfilment of the Distripost Pulse or Distripost Press volume undertakings under the Distripost Agreement, bpost reserves the right to invoice the price difference compared with the basic product (Distripost Connect).

### **6. Obligations and liabilities of bpost**

#### **6.1. Obligation of bpost**

The obligations of bpost under these Terms and Conditions arise only by means of and at the moment of the issue of the Order Confirmation to the Customer by bpost.

#### **6.2. Handing terms and delivery arrangements**

If the Customer fulfils all the conditions and obligations incumbent on it, including those by virtue of the Order Confirmation with regard to the Drop terms, bpost will do everything within its power to ensure the delivery of the Distripost Items within the term stated in the Order Confirmation.

In the event of industrial action of any nature, the delivery of Distripost Items shall be delayed by the number of delivery days affected by the industrial action.

bpost shall deliver to all active letterboxes, defined as being those stated in the MassPost Guide. The Distripost Items will not be delivered to letterboxes that do not fulfil the applicable postal regulatory stipulations.

The Distripost Items will not be delivered to letterboxes bearing stickers stating the wish not to receive advertising or free press or bearing other wordings stating the wish of the inhabitants not to receive advertising and/or free press (without distinction between the various types of existing wordings).

If the Customer is a state authority and it is of the opinion, at its own risk and by virtue of the legal and regulatory stipulations applicable in the Region or Regions in question, as well as by virtue of the applicable stipulations stated in the Operational Guides, that its Distripost Items can be delivered to these letterboxes, it must notify bpost of this in its Handling Order.

Nevertheless, bpost reserves the right to refuse to take charge of and/or deliver these Distripost Items if the Customer's request proves to be unfounded, even at a later date.

The figures provided by bpost for the number of Distripost Items to be deposited for delivery in the selected areas shall take these situations into account. However, bpost can only guarantee the approximate character of these figures, which are variable by definition.

### **6.3. Consequences of non-fulfilment of the Distripost Agreement and/or these Terms and Conditions**

Without prejudice to the stipulations of article 5, bpost may, at its discretion, if the Customer does not fulfil one of its obligations under the Distripost Agreement and/or these Terms and Conditions or the Operational Guides, apply one or more of the following or other measures, depending on the circumstances, without this giving rise to any form of compensation being payable by bpost (including in the event of delay in the Handling of the Distripost Items):

- refuse to accept the Drop in question or suspend the Handling and, depending on the circumstances, invite the Customer to take back the Distripost Items while invoicing the Customer a storage charge;
- handling the Drop in question and applying the standard Tariffs;
- handling the Drop in question and invoicing the Customer a supplement to cover the extra costs connected with this non-fulfilment;
- handle part of the Drop;
- handle the Drop at the standard Tariffs for which the Customer is eligible;
- delay the Handling of the Distripost Items in the Drop in question;
- handle the Drop in question and invoice the Customer up to the total price.

Any supplementary charges will be added to the next invoice issued to the Customer or invoiced separately.

As the weight of the Distripost Items has a direct impact on the limited available delivery capacity, the failure of the Distripost Drop to correspond to the weight stated on the Order or any other discrepancy with regard to the data on the Order Confirmation that has a direct impact on the capacity is also deemed to be a case of non-fulfilment of the Agreement, giving bpost the right to apply the measures stated in this article, if it is unable to make good this failure by accepting orders from other Customers.

### **6.4. Liability of bpost**

bpost cannot be held liable for misuse, breaches, offences, mistakes, errors or failures of the Customer or third parties.

bpost is exclusively liable for direct damage (excluding any indirect damage such as loss of income and damage to the image or reputation of the Customer) as a consequence of the incorrect non-fulfilment of these Terms and Conditions by bpost.

If the liability of bpost is invoked, the damages the Customer may claim cannot exceed the applicable unit tariff for the handling of each of the Distripost Items incorrectly handled by bpost, with due regard for the fact that the total amount of this compensation cannot exceed the total amount paid by the Customer for the Handling Order in question.

The liability of bpost is limited to the aforementioned cases and amounts. The Customer cannot in any case invoke the liability of bpost due to a mistake connected with non-compliance with the General Terms and Conditions for the provision of bpost services.

### **6.5. Force Majeure**

The liability of bpost cannot be invoked in the event of circumstances beyond its will and control (force majeure), with due regard for the fact that the following cases are deemed to be force majeure: road accident not attributable to bpost involving the delivery employee, unusual road congestion due among other things to the weather (winter conditions with risk of snow and/or frost – categorised as "Code Red" by Meteowing), accidents, works, diversions, damage caused by the roads, acts or failures of the public authorities, breakdown affecting the sorting centres or vehicles of bpost and so on, lock-out, national, regional or local industrial action involving all or part of the bpost workforce, flood, fire, lightning, explosion, collapse, any act or failure of a person or entity beyond the reasonable control of bpost and so on. In such cases, the mail will be delivered after the situation in question has ended.

## **7. Other contractual stipulations**

### **7.1. Complaints**

The Customer who wishes to file a complaint must do so within one (1) year of the day of the Distripost Drop in question, on pain of invalidity:

- by phone: 02 201 11 11;
- by regular, unfranked letter addressed to bpost, Customers' Service PB 5000 - 1000 Brussels;
- through [www.bpost.be](http://www.bpost.be).

All complaints are given a reference number that is communicated to the Customer. A receipt shall be provided free of charge to the Customer on request. The customer is requested to state the reference number in all subsequent correspondence or contact with the services of bpost, so that bpost is able to manage the complaint more easily and more speedily.

If the Customer is not satisfied with the outcome or the handling of its complaint, it may contact the Postal Industry Ombudsperson (SMSPO), established by virtue of the Act of 21 March 1991, at rue Royale 97, bte 14, 1000 Bruxelles, [www.smspo.be](http://www.smspo.be), fax 02 221 02 44.

### **7.2. Protection of personal information and disclosure to third parties**

The personal information of the members of staff of the Customer that the Customer provides to bpost will be used by bpost to provide the services covered by these Terms and Conditions and for the commercial promotion of the products and services issued and/or delivered by bpost and by the companies associated to bpost within the meaning of article 11 of the Companies Code. This personal information may be shared with associated companies for this purpose unless the Customer's members of staff withdraw this permission.

The Customer guarantees that its members of staff have given their consent for the processing of their Personal Information by bpost and companies associated to bpost, including their phone numbers, for commercial purposes and for the sharing of such information to this end with the aforementioned companies. The Customer also guarantees that it has notified these persons of their right to object to this processing and/or sharing of their information.

These persons can notify bpost in writing of their wish to stop the handling of their personal information for this purpose and/or this communication to third parties at any time. They also have a right to inspect and rectify their personal information, which right they may exercise by sending a signed and dated written request to bpost, Privacy, BP 5000, 1000 Brussels.



### 7.3. Subcontracting

bpost reserves the right to employ subcontractors to fulfil its obligations under these Terms and Conditions.

### 7.4. Severability

The nullity or unenforceability of a clause or a part of these Terms and Conditions and/or the Distripost Agreement for whatever reason shall not affect the validity and enforceability of the remaining stipulations of these Terms and Conditions and/or the Distripost Agreement.

### 7.5. Waiving of rights

If a Party fails to demand compliance with a right granted by virtue of these Terms and Conditions and/or the Distripost Agreement, this failure cannot be deemed to entail the waiving of that right or of the legal remedies thereto and shall not compromise the validity of the Distripost Agreement and/or the agreement of Parties arising from these Terms and Conditions. The waiving of rights with respect to an infringement of the Distripost Agreement and/or these Terms and Conditions does not entail any waiving of rights with respect to past or future infringements of the Distripost Agreement and/or these Terms and Conditions.

### 7.6. Independence of Parties

No single stipulation in the Distripost Agreement or these Terms and Conditions shall be deemed to lead to the establishment of a partnership or company involving Parties.

Each Party acts as an independent entity for the conclusion and fulfilment of the Distripost Agreement and/or these Terms and Conditions.

No single stipulation in the Distripost Agreement or these Terms and Conditions and no behaviour of Parties under the Distripost Agreement and/or these Terms and Conditions shall give rise to the establishment of a company, association, temporary combination, joint venture or any other partnership involving Parties.

### 7.7. Applicable law and settlement of disputes

These Terms and Conditions and the Distripost Agreement are governed by Belgian law. Any dispute relating to these Terms and Conditions or to the Agreement that cannot be resolved amicably will be settled exclusively by the Courts of the legal district of Brussels.

### 7.8. Whole of the Agreement

These Terms and Conditions and any Distripost Agreement contain all the agreements between Parties with regard to their subject and replace all other earlier verbal or written agreements, requests, offers or declarations between Parties with regard to their subject.

## Part III. Stipulations applicable to customers with a Distripost Agreement

### 1. Authorised Senders and third parties

Unless agreed otherwise by the Customer and bpost, the Drops made under these Terms and Conditions by Customers with a Distripost Agreement must be made by (Acceding) Authorised Senders.

Authorised Senders are the Customer or, where applicable, a sender named in the Distripost Agreement or authorised by bpost and the Customer to drop Distripost Items under the conditions granted to the Customer under a Distripost Agreement. Unless agreed otherwise by the Customer and bpost, if the Customer is a company, the Authorised Sender must be a company associated to it within the meaning of article 11 of the Companies Code and with which a relationship of exclusive control exists within the meaning of article 8 of the Companies Code. If the Customer is a public institution or administration, the Authorised Sender must be part of the same institution or public administration from a legal point of view.

Acceding Authorised Senders are senders that have signed the Distripost Agreement.

Without prejudice to the preceding paragraph, regardless of the identity of the Authorised Sender, the Customer is entirely liable for the fulfilment by all Authorised Senders of the obligations it has under these Terms and Conditions and the Distripost Agreement.

Invoices relating to the subject of these Terms and Conditions must be addressed exclusively to the Customer. If the Customer wishes another entity to be invoiced, all the following conditions must be fulfilled:

- The entity must be an Authorised Sender and is named in the list of Authorised Senders under the Distripost Agreement;
- The entity has signed the Distripost Agreement or any document it is subject to for the purposes of ensuring that it accedes to the contractual stipulations the Customer undertakes to comply with.

The following rules are applicable if one or more Acceding Authorised Senders have acceded to the contractual stipulations the Customer undertakes to comply with:

- The Acceding Authorised Sender may drop only Distripost Items for which it is the sender;
- The Acceding Authorised Sender is directly responsible vis-à-vis bpost for payment of the invoices and fulfilment of the operational conditions and contractual obligations with respect of the Drops it has made;
- It is obliged to comply with the same contractual conditions as those applicable to the Customer;
- The Acceding Authorised Sender has the same rights vis-à-vis bpost as the Customer by virtue of the Distripost Agreement, with due regard for the fact that these rights shall be limited to the rights regarding the Distripost Items of the Acceding Authorised Sender, with the exception of the provisions of this Article 8;
- The fulfilment by bpost of an obligation shall release bpost vis-à-vis the Acceding Authorised Sender and the Customer;
- The Customer is the only contact person of bpost under the Distripost Agreement and is authorised by the Acceding Authorised Sender to represent the Acceding Authorised Sender vis-à-vis bpost for the exercise of its rights and for all other actions or notifications under the Distripost Agreement.

The Acceding Authorised Sender undertakes not to act directly vis-à-vis bpost under the Distripost Agreement:

- The Customer guarantees the payment of all invoices and respect of the other operational and contractual stipulations by the Acceding Authorised Senders and waives in this regard all exceptions of the guarantor;
- The adjustment of Tariffs and any Credits and Supplements are only applicable to the Customer when it fails to achieve or exceeds its volume undertaking;
- Only the Customer may conclude a direct debit, provide a bank guarantee or transfer an advance payment, in accordance with Article 4.2 above to cover the full value of the Distripost Agreement, including all the obligations of the Acceding Authorised Senders.

The Customer must indemnify bpost against any claims that may be filed by senders (other than Acceding Authorised Senders) against bpost with regard to the Distripost Items dropped under the Distripost Agreement.

The Customer may assign the physical Drop of Distripost Items under the Distripost Agreement to an authorised representative, who shall make this Drop in the name of and at the cost of the Customer. bpost shall in that case be entitled to demand a valid written authorisation from the Customer as a condition of the acceptance of the Drops in question.

## 2. Declarations of the Customer

The Customer hereby states that it has the requisite powers and all requisite internal and external approvals and authorisations needed to enter into the Distripost Agreement and/or fulfil the commitments entered into under the Distripost Agreement.

The Customer declares that entering into the Distripost Agreement does not constitute an infringement of the Customer's articles of association, any judgement, ruling, order or administrative decision applicable to it or any agreement, legal stipulation or other undertaking it is bound by.

The Customer has duly entered into the Distripost Agreement and the undertakings of the Customer under the Distripost Agreement are lawful, valid and enforceable for the Customer.

## 3. Terminating the Distripost Agreement

Without prejudice to the provisions of the Distripost Agreement or its other rights, bpost is entitled to terminate the entire Distripost Agreement and/or one or more Service Annexes without further formality of law (i.e. without judicial intervention) by registered letter to the Customer if the Customer:

- commits a serious breach of the Distripost Agreement that cannot be remedied;
- commits a serious breach of the Distripost Agreement that it does not remedy within ten (10) Business Days of the receipt of the written notification of this breach, stating the nature of the breach and demanding its rectification;
- is guilty of a deliberate breach of the Distripost Agreement, fraud or any conduct contrary to the law on commercial practice;
- ceases or threatens to cease its activities.

In addition, each Party is entitled to end the Distripost Agreement without further formality 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 clearly insolvent or suspends payments;
- The other Party is liquidated (with the exception of a liquidation as part of a restructuring that occurs in such a way that the solvent company established as a consequence continues to be bound by the undertakings imposed by the other Party under the Distripost Agreement).

In addition, bpost may unilaterally terminate the Distripost Agreement at any time by registered letter, with immediate effect, without prior notice and without payment of any compensation, if new legal or regulatory stipulations are introduced that obstruct the continuation of the performance of the Distripost Agreement.

The termination of the Distripost Agreement automatically entails the termination of all Service Annexes without further formality.

## 4. Transferability

None of the Parties may transfer the Distripost Agreement without prior written permission from the other Party, with due regard for the fact that bpost shall be entitled to transfer the Distripost Agreement to a company associated to it at any time.

bpost is entitled to reject a transfer request from the Customer at its discretion, without stating reasons. In addition, bpost may make its decision conditional on the fulfilment of conditions that it deems necessary, without the Customer having any claim or right to compensation from bpost.

 **Service Centre 02 201 11 11**

 **www.bpost.be**