



## **General Terms and Conditions for Parcels**

applicable from 1 May- 2018

### **I. INTRODUCTION**

#### **1. Scope**

These General Terms and Conditions for Parcels (hereinafter referred to as the 'General Terms and Conditions') come into effect on the date stated below and apply to the following Parcels Transport services provided by bpost: bpack 24h Pro, domestic and international pick-up points (bpack@bpost), domestic and international parcel lockers (bpack 24/7), bpack World Express, bpack World Express Pro, bpack World Business, bpack Europe Business, bpack 24h Business, bpack Easy Retour, bpack retour retail and bpack World Easy Return, bpack XL, as well as the options offered for these services. These services and the contractual relation between the Customer and bpost are subject to the provisions of the CMR Convention of 19 May 1956 on the Contract for the International Carriage of Goods by Road and / or the Montreal Convention of 28 May 1999 for the Unification of Certain Rules Relating to International Carriage by Air, as appropriate.

#### **2. Acceptance of the General Terms and Conditions**

By making a Parcel drop at bpost for Transport (or entrusting it to one of bpost's collection services, which is covered by the definition of "Parcel drop" within the meaning of these General Terms and Conditions), the Customer accepts without reservation these General Terms and Conditions on its own behalf and on behalf of any party that has an interest in the Parcel.

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

If the Customer has chosen to consolidate its parcels on a pallet or in a container, a blue crate, a bag or any other recipient, it is aware of the fact and accepts that the employee of bpost does not count the parcels individually but only each container given to the employee.



No member of staff, agent or subcontractor of bpost is authorised to ignore, change or adapt these General Terms and Conditions. If the Customer entrusts 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.

The General or Special Terms and Conditions of the Customer or of other parties than bpost shall never apply.

Unless agreed otherwise, bpost may suspend, end or change the services referred to in these General Terms and Conditions and the corresponding rates at any time, being understood that bpost will inform the Client in an appropriate way and that such a decision will have no impact on the Transport conditions for Parcels previously entrusted to bpost.

bpost may adapt these General Terms and Conditions at any time and without prior notice. They may be read at any time at the bpost website <http://www.bpost.be/fr/terms-and-conditions> and are available at post offices and other points where bpost accepts Parcel drops (with the exception of Parcel Locker and the Drop-off Boxes).

They can also be sent in response to a request to the Customer Service of bpost: 0032 (0)2 201 11 11 or via the online forms:

<http://www.bpost.be/site/fr/questions/business/deposer-une-demande-en-ligne>

### **3. Brochures, rates and Operational Guides**

The applicable brochures, rates and operational guides of bpost also apply to the Parcels Transport services referred to in these General Terms and Conditions. They may be read at the website [www.bpost.be](http://www.bpost.be), collected, sent and changed in the circumstances described in point 1.2.

### **4. Definitions**

The following definitions apply to these General Terms and Conditions:

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



**Customer:** any physical person or corporate entity that makes a Parcel drop for Transport at bpost and/or any person or entity able to prove any interest, as sender, recipient or in another capacity, in the Parcel or its delivery;

**Contractual Customer:** any Customer that is bound by a special agreement with bpost for the Transport of Parcels ('Parcels Contract or Agreement');

**Non-contractual Customer:** any Customer that has not entered into a special agreement for the Transport of Parcels ('Parcels Contract') with bpost;

**Operational Guides:** all technical or operational guidelines (or instructions) published by bpost and relating to Parcel drops, as adapted from time to time and available in particular at [http://www.bpost.be/site/fr/business/send\\_post/deposit/masspost.html](http://www.bpost.be/site/fr/business/send_post/deposit/masspost.html)

**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;

**Transport:** all actions and services concerning the Parcel (including – if applicable – pick-up, sorting, transport and delivery to the destination address).

**Parcel Locker:** Automated locker station wherein the Customer can drop off Parcels for further treatment by bpost, as indicated hereunder and the addressee can pick up Parcels.

**Drop-off Box:** Box wherein the Customer can drop off Parcels for further treatment by bpost, as indicated hereunder.

**Pick-up Box:** Box in which the addressee can pick up Parcels.

## II. PRESENTATION OF THE PARCELS

### 1. Dangerous goods and other prohibited goods

Unless agreed otherwise with bpost, in writing and in advance, and respect for the requirements stipulated by bpost, no dangerous goods as defined in the regulations, in the documents issued by any competent authority (including the ADR, OACI T.I., IATA DGR Conventions, the IMDG code, CMR, or in other national or international regulations applicable to



the handling or transport of dangerous products) can be included in a Parcel drop at bpost for Transport.

Neither can the goods on the list of prohibited goods in the Operational Guides be included in a Parcel drop at bpost for Transport, except in the case of such agreement to the contrary.

Specifically, the following goods cannot be transported:

- Drugs, narcotics and psychotropic substances
- Objects, texts or general substances the import, export, production, circulation, distribution, possession, sale or use of which is banned by law
- Objects whose shape, form, nature or packaging is likely to be dangerous to persons or damaging to other mail items, bpost equipment or third party property (including Parcels)
- Chemicals, explosives, inflammables, radioactive and other dangerous materials as well as infectious materials and solid carbon dioxide (carbon dioxide snow);
- General: ADR goods, except in limited quantities, subject to the prior written agreement of bpost;
- Organic and/or perishable materials, foodstuffs and products derived from tobacco or other products, subject to payment of customs duties ;
- Vegetable produce, live animals, parasites or animal products
- Objects which carry external annotations contrary to public order and good morals;
- Arms, essential parts of weapons and ammunition, imitation weapons, knives, swords, daggers and any other sharp or pointed object
- Pressurised gas, toxics or corrosives, combustibles and organic peroxides;
- Bearer securities, with the exception of registered cheques with a maximum value of 500 euros per Parcel and sent with a basic insurance (see article VI.3.1.), coins, bank notes, currency notes, jewellery (except fantasy jewellery, provided they do not contain gold, silver or precious stones, the value of which does not exceed 500 EUR per Parcel and sent with a basic insurance (see article VI.3.1.)), objects of art and collections or other precious objects, including animal furs.

## **2. Special safety stipulations for air cargo**

When the Parcel is to be transported by air:

- The Customer shall provide a full description of the content of the Parcel on the waybill, the announcement form or the document that replaces it.
- All Parcels may be subject to a security inspection involving X-ray equipment.

## **3. Obligations of the customer**

By making a Parcel drop at bpost for Transport, the customer guarantees that:

- (i) the content of the Parcel has been correctly described, where applicable;
- (ii) the delivery address and all the information stated on the Parcel or on any enclosed or attached documents to the Parcel or mentioned on internet applications used for the announcement are correct, legible and complete;
- (iii) the sender's address (or return address) is correct, legible, complete and located in Belgium;
- (iv) the Parcel has been packed in a safe and careful way in appropriate homogenous packaging to ensure that the Parcel is able to withstand the consequences and risks of Transport and, if the Parcel is made up of distinct parts, that they cannot be separated from each other; different Parcels must not be tied together; it must be possible to deliver the Parcel in its original packaging;
- (v) unless agreed otherwise in writing, the Parcel does not contain dangerous or illegal goods, as referred to in article II.1;
- (vi) the Customer has prepared the Parcel personally or used a reliable person to do so in safe rooms and the Parcel was protected against unauthorised tampering during preparation, storage and transport prior to its drop at bpost;
- (vii) The Parcel fulfils all applicable laws and regulations with respect to customs, import, export, embargo and other laws and regulations.

The Customer shall indemnify bpost against any liability ensuing from inconsistencies between the Customer's declarations and the actual



situation and shall compensate all damage suffered or costs incurred, including reasonable legal costs.

#### **4. Customs formalities**

**4.1.** 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 does not accept any liability vis-à-vis the customs authorities with respect to the Parcels.

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

**4.3.** 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 Parcel's contents, which may give rise to the confiscation and sale of the Parcel, among other things.

**4.4.** 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.

**4.5.** 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 bill and the addressee refuses to pay it, the sender agrees to pay these costs.

#### **5. Acceptance of Parcels by bpost**

**5.1.** Acceptance by bpost of a Parcel for Transport does not in any way entail bpost's acknowledgement that the Parcel meets all the conditions of Transport. The customer remains solely liable for the acceptability of



the content of the Parcel for transport pursuant to the applicable legislation and these General Terms and Conditions.

**5.2.** bpost is entitled to refuse the Parcel drop, suspend the Transport of any Parcel, return it to the sender or demand the payment of any extra cost if, in the opinion of bpost, the Parcel contains banned or dangerous goods or does not meet the conditions for Transport or if its dimensions and/or weight do not correspond with those specified, the tariff paid, or the acceptable dimensions and weights.

**5.3.** The Customer is liable vis-à-vis bpost if the refusal or suspension of the Transport results in any costs or liability of bpost.

**5.4.** 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.

**5.5.** The Customer indemnifies bpost against all damage ensuing from the Customer's failure to observe all applicable laws and regulations and against the Customer's non-fulfilment of its obligations.

### **III. TRANSPORT OF PARCELS**

#### **1. Right of inspection**

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

#### **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. Delivery**

##### **3.1. Domestic Parcels Transport Services**

###### **3.1.1.**

- The Parcel shall be delivered by the fact of its handing over at the address stated by the sender.



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 with the aid of certain means of transport.

If the address stated has a reception, the delivery may be made to this reception. If the address stated identifies a Parcel Locker or a Pick-up Box, the Parcel will be placed in one of the boxes of this Parcel Locker or a Pick-up Box from which it can be collected by means of identification. In that case the delivery by bpost is deemed to have been made when the Parcel is placed in a locker in the Parcel Locker or a Pick-up Box.

- In addition, the addressee may consent, by means of a communication method selected by bpost and when the service is offered by bpost, to Parcels being delivered to another location (if no one is present at the address of the addressee). Another location could be (i) a neighbour, defined as a person who works or lives in the same or a neighbouring building, (ii) a safe place, chosen by the addressee, at the address of the addressee when the addressee is not at home or (iii) a Parcel Locker, a post office, Post Point or a Kariboo Point (= Pick-up point) when the addressee is not at home or when the addressee asks to deliver directly in a Pick-up point without bpost having to try to deliver the parcel on the address mentioned on the Parcel

If the addressee has chosen to have the Parcel delivered to a safe place, the Customer cannot file a complaint about damage to and/or loss of these Parcels.

The indication by the Customer or an addressee on a document or on the parcel itself of a desired place for delivery is not contractually binding on bpost to respect this indication.

**3.1.2.** A Parcel shall be presented for delivery a first time. Some parcel transport services include (automatically or given subscription of a paid option) a second presentation on the next working day, and in the event of absence on this first attempt. If delivery is not possible during this first or – if applicable – second presentation, a notice shall be left at the destination address. The Parcel shall subsequently be kept for at least 5 but no more than 15 calendar days (not including the day of presentation) at the address stated on the notice. The addressee may also request a further delivery attempt at the same address at an additional cost if applicable (for more information see <http://www.bpost.be/nouvellepresentation>).

The Customer recognises accepting the consequences (notably with regard to the start point of the cooling-off period in the event of distance



selling to a consumer) of a possible delivery of the Parcel during this period of no more than 15 calendar days.

If the Parcel is delivered to a bpost Parcel Locker , it will be kept 5 calendar days before being sent back to sender.

**3.1.3.** A Parcel that is refused during its delivery or not picked up from the place where it is held after attempted delivery within the period stated above shall be returned to the sender's address in Belgium (or return address mentioned on the Parcel). If bpost is unable to return the Parcel to the sender (or return address) or if the address of the sender (or return address mentioned) 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.

**3.1.4.** A Parcel will not be delivered to a PO Box. For more detailed conditions, see the General Terms and Conditions of the PO Box Rental Service

[http://www.bpost.be/sites/default/files/pagina/GTC\\_Postbussen\\_2018\\_FR.pdf](http://www.bpost.be/sites/default/files/pagina/GTC_Postbussen_2018_FR.pdf)

### **3.2.** Outbound International Parcels Transport Services.

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

**3.2.2.** The delivery of the Parcel consists in 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 commercial partners.

- bpost is not obliged to deliver the Parcel personally to the addressee;
- the place of delivery must be freely accessible without obstacles and must be accessible with the aid of certain means of transport.
- if the address stated by the sender has a reception, the Parcel may be delivered to that reception;
- Unless agreed otherwise, the Parcel is only presented once to the destination delivery address. If, upon this presentation, the Parcel cannot be delivered, a notice shall be left at the destination address. The Parcel is then kept in accordance with the terms set out in the laws and



regulations of the destination country and the procedures of bpost partners.

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

**3.2.3.** A Parcel will not be delivered to a PO Box. If a PO Box is incorrectly stated as the delivery address, the further handling of the Parcel is subject to the laws and regulations of the destination country and the procedures of bpost partners are applicable.

**3.2.4.** A Parcel that is refused during its delivery or not picked up from the place where it is held after attempted delivery within the period stated above shall be returned to the sender's address in Belgium unless it has been agreed that bpost shall destroy the Parcel. Any extra costs connected with this return (customs duties, taxes, VAT, storage costs and costs billed by bpost in the event of refusal, failure to collect or impossibility of delivering a parcel within the framework of the bpack Europe Business service, and so on) will be payable by the Customer. If bpost is unable to return the Parcel to the sender or if the address of the sender 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.

## **4. Delivery terms**

### **4.1. Domestic Parcels Transport Services ( indicative timeframes)**

bpost will do its utmost to present the Parcel at the destination address within the timeframes applicable to the service in question, which are available from the bpost website. bpost neither underwrites nor guarantees in any way the actual delivery within these timeframes. The Customer recognises that bpost cannot be held responsible for delays.

### **4.2. Outbound International Parcels Transport Services**

a) bpack World Business: as a guideline, bpost will do its utmost to present the Parcels at the destination address within the following delivery times:



- For Luxembourg and the Netherlands: the first working day after the drop day (D+1)

- For other countries inside and outside the European Union: see [www.bpost.be/bpack](http://www.bpost.be/bpack) (bpack World Business product).

bpost neither underwrites nor guarantees in any way the actual delivery within these terms.

The Customer recognises that bpost cannot be held responsible for delays.

b) bpack World Express (Pro):

- See [www.bpost.be/bpack](http://www.bpost.be/bpack) (bpack World Express (Pro) product).

The terms stated for the bpack World Express (Pro) product are plus 1 to 3 Business Days for deliveries in difficult to access zones (such as islands and remote territories).

The Express delivery shall be considered as a late delivery (as defined in the CMR Convention) when the first attempt at delivery did not take place after a period equivalent to twice these delivery times.

## **5. 'Signature' option (signed-for delivery)**

### **5.1. Domestic Parcels Transport Services**

**5.1.1.** If the sender has chosen the 'Signature' option, the person who takes receipt of the Parcel shall sign to confirm delivery at the destination address. This signature can be made available to the sender in electronic form (a scan) at [www.bpost.be/bpack](http://www.bpost.be/bpack) (e-tracker bpost business of the active e-services), as explained in detail in the Operational Guides. The Customer acknowledges that the scan of the signature as kept by bpost in its registers and made available to the Client at the abovementioned site is the equivalent of the original document on which the signature was placed and is incontestable proof of this signature.

If the addressee requests the delivery of a Parcel to a bpost Parcel Locker, the input of a unique code or a barcode shall correspond to the user's signature and the name of the user who inputs the unique code or the barcode shall be made available to the Customer at the website with the address stated in point 5.1.1.

### **5.2. International Parcels Transport Services**



**5.2.1.** The 'Signature' option is optional and subject to an additional charge insofar as this option is available in the destination country. In this case, the person who takes receipt of the Parcel at the destination address must sign for it. This signature is not made available in electronic form to the sender at [www.bpost.be/bpack](http://www.bpost.be/bpack), but is available on request from Customer Service (Phone: 02 201 11 11) or [service.center@bpost.be](mailto:service.center@bpost.be)).

## **6. Pallet exchange**

bpost can never be responsible for the exchange or recuperation of pallets transferred to or via bpost, unless expressly and by contract agreed between Parties.

## **IV. RATES AND PAYMENT**

**1.** The Customer must pay the price of Transport of Parcels in Parcel drops at bpost for Transport and the price of the selected options and the additional costs and expenses referred to in the brochures and price lists (such as return and storage costs, and costs billed by bpost in the event of refusal, failure to collect or impossibility of delivering a parcel within the framework of the bpack Europe Business service, etc.). Unless otherwise agreed, this price is based on the applicable rates at the time, as stated in the brochures and rates 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 refuse or suspend the Transport of this Parcel and/or charge the Customer the difference between the price paid and the applicable rate.

**2.** Prices are exclusive VAT. VAT, all other indirect taxes, all taxes, duties and levies of any nature (but excluding taxes on income and profit) assessed or to be assessed in the future by or with the authorization of any public authority with respect to or affecting the present General Terms and Conditions shall always be at charge of the customer and in forthcoming case shall be added to and payable with the price.

**3.** bpost reserves the right to add fuel and other supplements to the rates (excess weight (=more than 30kg, if the product bpack XL has not been selected), non-standard dimensions, etc.). bpost shall establish the amounts, and their fluctuation, as well as the conditions of application of these supplements. Unless agreed otherwise, every supplement is



applicable ten calendar days after its publication at [www.bpost.be/bpack](http://www.bpost.be/bpack). By making Parcel drops at bpost for Transport, the Customer agrees to pay the applicable supplements to bpost.

**4.** In the event of non-payment by a Customer of any amount due from the Customer 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.

## **V. LIABILITY**

bpost is not liable for the Parcels until it actually takes them into its care.

In the case of a Post Office, Post Point or a Kariboo point, Parcels are deemed to have entered into the care of bpost at the moment the Parcel drop is made.

In the case of a Parcel Locker or a Drop-off Box, Parcels are deemed to have entered into the care of bpost when they are picked up by bpost, of which the Customer – with regard to the bpost Parcel Locker – is informed by any communication method deemed appropriate by bpost.

For pick-ups at the Customer or deliveries by the Customer to a bpost depot, this corresponds to the signing of the bpost documents, except in the cases enumerated hereunder. If there are no signed bpost documents or as soon as the number or type of Parcels exceeds 40 Parcels and/or in the event of the pick-up of trailers by bpost at the Customer, this corresponds to the first scan by bpost.

In the event of the pick-up of trailers, wherein Parcels are consolidated, by bpost at the Customer, the Customer is responsible for loading the Parcels in the trailer. The Customer must ensure that the Parcels are stacked in a safe way to prevent damage during transport. The Customer is solely responsible for damage when the loading is not done in accordance with the applicable legislation.

If the Customer has chosen to deliver or to have picked-up its Parcels on a pallet or in a container, a blue crate, a bag or any other recipient, it is



aware of the fact and accepts that bpost does not count the Parcels individually but only each recipient given to bpost.

For services relating to the return of parcels at the cost of the Customer ("Return" services), the Customer is responsible for respect, by the person depositing the parcel (hereinafter the "Resender") with a view to its return to the Customer, of these General Terms and Conditions (including the Sales Brochures, the Operational Handbooks and the Product Files) or the Terms and Conditions of processing of International Parcels when it deposits bpack World Easy Return shipments with the foreign operator collecting or receiving parcels to be returned to the Customer (hereinafter the "Foreign Operator Resender").

The Customer shall compensate bpost in the event of damages suffered following a claim or complaint made by the Resender, the Foreign Operator Resender or any other third party with regard to the Processing of Return Parcels.

bpost declines any liability in the event of use of incorrect or incomplete labels or in the event of any unlawful or fraudulent use of a Return label by the Resender, the Foreign Operator Resender or any other third party.

The Customer shall ensure and shall be solely liable for respect by the Resender of all regulations in force, and shall compensate bpost in full in the event of damages suffered following a claim or complaint made by the Resender, the Foreign Operator Resender or any other third party following an (assumed) breach of such regulations.

## **1. Limitation of liability**

1.1. Without prejudice to the application of any mandatory standard, the liability of bpost shall be limited to the indemnification of direct losses up to the following amounts.

### **1.1.1. Road transport:**

#### 1) Loss or damage:

Except in the case of written agreement to the contrary between parties, if the Parcel is exclusively transported by road, (which is the case for all domestic Parcels Transport services and for Transports to neighbouring countries) to a signatory country of the CMR Convention) the liability of bpost for the loss of or damage to the Parcel is limited to a maximum amount corresponding to 8.33 special drawing rights\* per kilogram of gross weight plus the costs of franking.



bpost cannot be held liable for visible damage if a Parcel is delivered to a Parcel Locker or a Pick-up Box.

bpost cannot be held liable for loss or damage if a Parcel is delivered to a safe place, chosen by the addressee, at the address of the addressee.

## 2) Late delivery:

Without prejudice to the stipulations of Article V.2, bpost can only be held liable for delay in the case of an Express shipment. For such shipments, in the event of delay leading to the Customer or the recipient of the parcel suffering a direct loss that it can prove, the liability of bpost is limited to the amount paid by the Customer to bpost for the Transport of the Parcel that was delayed (franking).

Customers are entitled to opt for a fixed compensation of an amount equal to 10% of the amount paid by the Customer to bpost for the Transport of the Parcel that was delayed.

### **1.1.2. Air transport:**

If the Parcel is exclusively or partially transported by air, without prejudice to the stipulations of Article V.2, the liability of bpost for the losses, damages or delay caused by bpost within the framework of the delivery of a Parcel or the part of the Parcel in question is limited to a maximum amount (in the case of total loss) corresponding to 19 special drawing rights\* per kilogram of gross weight (in accordance with the Montreal Convention of 28 May 1999 for the Unification of Certain Rules Relating to International Carriage by Air).

**1.1.3.** If the abovementioned limitations to liability are not applicable for any reason, the liability of bpost for losses the Customer is able to prove it has suffered with respect to any Parcel is limited to 10 euros per kilogram of gross weight.

**1.1.4.** Complaints and claims for compensation below 5 euros for a Parcel are not accepted/paid out.

## **2. Exclusions from liability**

**2.1.** Without prejudice to the application of any rule of mandatory law, bpost shall not be liable if the Parcel is lost, damaged, delayed, wrongly delivered or not delivered as a consequence of:

(i) circumstances beyond the control of bpost, such as:

- acts of government (e.g. controls, embargos and seizures undertaken by competent authorities);



- acts of god, including earthquake, cyclone, storm, flood, fire, mist, snow or frost, disease, war, accident, act of terrorism, industrial action, embargo, air threat, local dispute or riot;
  - national or local disruption of air or road transport, mechanical problems of means of transport or machines;
  - latent defects or defects inherent to the contents of the Parcels;
- (ii) actions or negligence of the Customer or of a third party such as:
- non-fulfilment of the Customer's obligations;
  - actions or negligence of the state or the customs service;
- (iii) the Parcel containing an illegal, dangerous or perishable good without the prior written agreement of bpost, or in quantities or under conditions not corresponding to those agreed, even if bpost initially accepted the Parcel.

**2.2.** bpost is not liable for any indirect losses (including loss of income, data, profit, markets, market opportunities or damage to reputation) pursuant to the loss of, damage to or delay in the delivery of the Parcel, even if bpost was aware that such losses could occur.

**2.3.** Under no circumstances, the liability of bpost shall exceed the yearly invoiced amount with an absolute maximum of 250.000 EUR per occurrence and in the annual aggregate - per contract year - regardless of the number of occurrences of damage and/or loss. For the first contract year, the invoiced amount will be taken into account pro rata temporis.

### **3. Cash on Delivery Mail Items**

The rules applicable to cash on delivery mail items (including those relating to the maximum authorised amounts, collection amount, collection methods, reimbursement methods, unsuccessful presentation of the Parcel, mandatory references, et cetera) are stated in the brochures and rates of bpost.

In the event of cash on delivery Parcels, bpost is responsible only for collection of the amount of money stated by the sender. bpost is never liable if the payment instruments or documents do not result in actual payment of this sum.

If the Parcels are delivered to the addressee without collection of the amount that bpost should receive, bpost is obliged to pay the Customer





compensation of no more than this amount, without prejudice to any claim against the person to whom the Parcel was delivered.

## **VI. OPTIONAL INSURANCE** (for Parcel loss or damage)

bpost shall not accept any mention of “declared” or “agreed” value on any document given to bpost or one of its agents. Such a mention of value of the content of a parcel entrusted to bpost shall not in any way be considered as giving rise to the obligation for bpost to compensate the Customer or the addressee to the limit of this value in the event of loss or damage.

bpost recommends that its Customers take out insurance to cover the value of contents when it wishes to use bpost for the Transport of Parcels with a particular contents and/or value.

bpost offers the following insurance policies, with the insurances companies, represented by the agent Verheyen S.A.:

### **1. Basic insurance**

Basic insurance can be taken out to insure the contents of all Parcels accepted for Transport and for which the Transport service is referred to in these General Terms and Conditions, except for bpack 24h Business and bpack Europe Business for which the basic insurance is already included in the basis price of the service.

If such insurance is taken out, the maximum amount of the insurance is set at €500 in accordance with the principles stated in point 3.3 below and in the General Terms and Conditions regarding the Parcels Optional Insurances (Annex 1).

### **2. Supplementary insurance**

Supplementary insurance is recommended to insure the contents of the Parcels for which a Parcel drop is made at bpost for Transport under the bpack 24h business, bpack 24h Pro, domestic and international pick-up points (bpack@bpost), domestic and international Parcels Lockers (bpack 24/7), bpack Easy Retour, bpack World Express (Pro), bpack Europe Business, bpack World Business, bpack XL service and with a value exceeding €500.



The cost of taking out such insurance depends on the declared value of the contents of the Parcel and is published at <http://www.bpost.be/site/fr/solutions-professionnelles/paquets/option-assurance-complementaire>

### **3. Insurance principles**

Companies represented by their Agent, the Limited Company JEAN VERHEYEN (hereinafter "Insurers"), will only compensate the Customer for direct losses actually suffered (and proven) due to the loss of or damage to the Parcel. Direct losses actually suffered are calculated on the basis of the actual proven value of the Parcel contents on the drop date plus the costs of sending. To determine this actual value, the Customer must produce proof of the value of the contents of the Parcel on the date of acquisition (for example, an invoice) and demonstrate by all means the actual value of the Parcel contents on the drop date at bpost, being understood that this cannot in any event be superior to the acquisition cost, digressive depreciated by 15% per year as from the acquisition date (every partial year counting as a full year). It is expressly agreed that the value of the Parcel contents as declared by the Customer with regard to the taking out of supplementary insurance has no impact on the calculation of the compensation, which will be based on the principles described in this article, bpost and the insurers not being able to verify the correctness or the plausibility of this declaration of value when the insurance is taken out and at the time of the Parcel drop.

If the Parcel contains documents, the value of the documents to be compensated is set at no more than €15 per Parcel, with the exception of registered cheques with a maximum value of 500 EUR sent with a basic insurance (see Article VI.3.1.).

The insurance does not apply to expenses relating to the reconstitution of films, reports, computer programs and the like, other than simple copying costs.

Pursuant to compensation for damage to Parcels of the Customer (=insured party), under this insurance, with regard to third parties, the insurers are subrogated in the rights of the Customer compensated by the insurer and the Customer (=insured party) grants permission to insurers to use the name of the Customer in any suit or any legal measure the insurers feel they need to undertake to protect their rights. The Customer (= the insured party) also undertakes to provide the required documents, information and assistance for the suit or the legal measure, subject to compensation by the insurers of the related costs.



#### **4. Exclusions**

The risks listed in Annex 1 of these General Terms and Conditions are excluded from the basic insurance and the supplementary insurance.

#### **VII. COMPLAINTS**

Without prejudice to article V, the Parcel is deemed to have been delivered in good condition, unless the addressee has reported obvious damage or obvious loss of contents at the time of receipt.

In the event of loss of contents or damage that was not obvious at the time of delivery or if the addressee was unable to state the damage at the time of delivery, it not having been made by an agent of bpost, bpost must be notified within seven days of delivery, not including Sundays and bank holidays.

Subject to the fulfilment of the provisions of the two preceding paragraphs, the Customer then has the option of filing a complaint within a period of one year from delivery at the following address:

bpost postal box 5000 – 1000 Brussels (free post, no need for a stamp).  
Tel : 02 201 11 11

Online form:

<http://www.bpost.be/site/fr/questions/business/deposer-une-demande-en-ligne>

To enable bpost to handle the complaint, the contents and the 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 outcome or the handling of its complaint by bpost, it may contact the Postal Industry Ombudsperson (SMSPO) established by virtue of the Act of 21 March 1991.

Service de Médiation pour le Secteur Postal  
North Gate II  
Boulevard Roi Albert II 8, boîte 4  
1000 Bruxelles



www.smspo.be  
Phone: 02 221 02 30  
Fax: 02 221 02 44

## **VIII. OTHER STIPULATIONS**

### **1. Intellectual property rights**

**1.1.** 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 vest in bpost 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.

**1.2.** 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.

### **2. Protection of personal data**

**2.1.** Within this Contract, "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Processing" shall have the same meaning as in the "Data Protection Legislation" (being the Privacy Directive 95/46/EC of 24 October 1995, the General Data Protection Regulation 679/2016 of 27 April 2016 ("GDPR") and all national or European legislation implementing or completing these pieces of regulation).

**2.2.** The provision of the Services (as described in the Contract) by bpost requires the communication by the Customer to bpost of Personal Data pertaining to the addressees of parcels and to some of the Customer's members of personnel. To the extent bpost Processes these Personal Data for the performance of the Contract (i.e. for arranging the delivery and, if applicable the tracking of the parcel), it acts as a Data Controller. bpost indeed controls the Processing operations carried out in view of the

handling and distribution of the parcel, decides which Personal Data have to be provided, whether these Personal data should be processed (through machine reading or matching with other sets of data) for quality improvement purposes, whether these Personal Data have to be assigned to third parties (e.g. acting as sub-contractors for bpost), how long these Personal Data will be kept, who may access such Personal Data, whether Personal data should be transferred to third parties (local delivery operators) located in a country outside the EEA and subject to which contractual framework, whether Data Subject's access and other rights are admissible, which technical and organizational measures are taken to protect the Personal Data, whether Personal Data are used to feed operational databases aiming at improving address recognition performance and whether the Personal Data should be matched with location delivery preferences data to reroute the delivery, etc.

**2.3.** Customer acts as Data Controller for the Processing of the Personal data for which Customer defines the purposes and means of the Processing, including the collection, encoding, storage, update and transmission of the Personal data to bpost. Customer hence warrants towards bpost that (i) the Personal Data are lawfully obtained from Data Subjects under the applicable Data Protection Legislation and are lawfully provided to bpost; (ii) it provides bpost with Personal Data that are up-to-date and relevant for the lawful and legitimate purposes described in the Contract; (iii) it has provided Data Subjects all necessary and relevant information with regard to the Processing of their Personal Data as required under the applicable Data Protection Legislation; and (iv) the Processing does not infringe any third-party rights.

**2.4.** bpost and the Customer shall comply with all obligations imposed to Data Controllers under the applicable Data Protection Legislation for the Processing activities for which they act as Data Controllers.

**2.5.** bpost and the Customer shall at all times during and after the term of this Contract indemnify, keep indemnified and hold the other party harmless against all claims, actions, proceedings or losses by a competent public authority, a Data Subject and/or a third party in relation to any infringement or alleged infringement resulting out of a Processing activity under the Contract or any breach by respectively the Customer, bpost or their employees of its data protection obligations under the Contract. To the extent permitted by the applicable law, (1) the Customer or bpost shall only be liable vis-à-vis the other party for (i) material damage that is directly caused by a material or intentional fault of the Customer or



bpost or its Employees, and (ii) decease and physical injury of a natural person that is caused by an act or omission of the Customer or bpost or its Employees in the performance of their duties, (2) the Customer or bpost shall not be liable for immaterial or indirect damages, including, but without being limited thereto, economic damages, loss of profits and damages to the reputation or image of the other party and (3) the liability of the Customer or bpost shall be limited to the amount invoiced to the Customer the year before the damaging event.

**2.6.** The Personal Data pertaining to the addressees of the parcels entrusted to bpost by the Customer (being the following categories of Personal Data: first name, last name, email address(es), phone number(s), delivery address(es), content and value of the parcels, cash on delivery details (amount + bank account), desired delivery date or appointment date - if provided) will be used by bpost, by bpost subsidiaries or by sub-contractors for providing the Services which are the subject matter of the Contract.

In case the Services include the delivery of a parcel in a non-EEA country, the first name, last name, email address(es), phone number(s), delivery address(es), content and value of the parcels and desired delivery date or appointment, will be communicated to the competent foreign customs authorities and to a local operator in charge of distributing the parcel abroad.

The addresses of the parcel addressees, who have purchased the content of the parcels, as communicated to bpost by the Customer, can be re-used by bpost or bpost subsidiaries to facilitate future on-line purchases of the same addressees by offering them a pre-encoding of these addresses.

The parcel addressee's e-mail addresses and telephone numbers which bpost receives from the Customer may be used by bpost to inform them of the operational status of parcels (including evaluation of the operational service) that bpost will deliver for them or to suggest them to provide bpost with their delivery preferences through our dedicated platform. The parcel addressee's name, first name, address and e-mail addresses may be used by bpost in order to perform a secure matching of addressee's preferences indicated in our dedicated platform.

**2.7.** The Personal Data pertaining to the Customer's members of personnel, as communicated by the Customer under the Contract will be



used by bpost for providing the Services which are the subject matter of the Contract.

Unless the Customer (for himself as a natural person or for the members of its personnel the data of which are provided to bpost in the framework of the provision of this Contract, hereafter referred to as his "personnel") or his personnel objected to such Processing, the Personal Data of the personnel may also be used (and if necessary communicated by bpost to other bpost group companies) by bpost group for commercial purposes, in particular in the context of bpost group entities' legitimate interest to promote their products and services, through various communication channels such as postal mail, e-mailing, telephone and communication via social media such as Google, Facebook, Twitter, LinkedIn etc on which your personnel has an account which is linked to the e-mail address which was provided to us (such verification being made by the social media platform manager). If your personnel wishes to object to such use, they may do so at any time by sending a written, dated and signed request, together with a proof of their identity, to the following address: [service.center@bpost.be](mailto:service.center@bpost.be).

The Personal Data of the personnel may be accessed by IT service providers used by bpost and by managers of social media platforms such as Google, Facebook, Twitter, LinkedIn etc (for the purposes described in previous paragraph) which may be located outside of the EEA. In such case, bpost will have executed a data transfer Contract containing the European Commission standard model clauses with these third parties in order to impose data protection related measures and warranties.

Customer's members of personnel may also access their Personal Data, obtain the correction thereof, if necessary, obtain the deletion thereof or restrict the Processing thereof. In the event that such a request is not answered, they may also lodge a complaint with the competent authority concerning this matter: <https://www.privacycommission.be>

**2.8.** bpost shall inform the Customer without delay in the event of a Data breach involving Personal Data provided by the Customer.

**2.9.** With regards to Personal Data entrusted by the Customer to bpost:

- bpost shall at all times maintain an adequately controlled ICT security environment to establish, implement, operate, monitor, review, maintain and improve information security.



- bpost shall ensure that its employees shall treat all Personal Data in a confidential way.
- bpost shall ensure that its employees shall be informed and comply with bpost's information security requirements and policies.
- bpost shall allocate resources and employees that have the required expertise for carrying out any specific task.
- bpost will limit access of its employees to the Personal Data, including in case of remote access to bpost ICT environment, applying the 'least-privileged' and 'need-to-know' concepts and ensuring segregation of duties.
- bpost will ensure that proper procedures are in place to register new users or additional access rights and to de-register users.
- bpost will put in place physical security access controls to prevent any unauthorized access of person to locations where Personal Data are stored or processed.
- bpost will ensure the proper protection through environmental controls of all locations and systems where Personal data can be accessed to prevent loss, damage, theft or compromise of any Personal Data provided by the Customer.
- bpost will ensure that there is proper protection of all assets containing Personal Data.
- bpost will ensure that adequate and stringent procedures are in place with respect to the removal, disposal and re-use of asset containing Personal Data.
- bpost will ensure that logs and alerts are available to track and detect any abnormal activities.
- bpost will ensure proper and timely capabilities to maintain the appropriate security level of the ICT services and networks in order to have them resistant to attacks.
- bpost shall organize controls to detect and protect against malicious software and ensure that appropriate user awareness procedures are implemented.
- bpost will ensure that Personal Data cannot be read, copied, changed or removed during the electronic transmission.
- bpost will report any security related incident to the Customer security contact including the measures taken to mitigate the





impact of the incident and the preventive measures proposed to prevent future similar incidents.

### **3. Severability, governing law and jurisdiction**

**3.1.** These General Terms and Conditions do not prejudice any rule of mandatory law. If one of the stipulations in these General Terms and Conditions is deemed to be invalid or unenforceable, this shall not prejudice the other stipulations, which shall remain effective in full.

**3.2.** These General Terms and Conditions are governed by Belgian law. The courts of Brussels are exclusively competent with respect to any dispute pertaining to the existence, interpretation, execution and ending of the Transport agreement entered into by virtue of these General Terms and Conditions. Notwithstanding this, bpost reserves the right to bring any claim against the Customer before the court deemed competent under the common law territorial competency rules.

## **IX. SPECIAL CONDITIONS APPLICABLE TO CONTRACTUAL CUSTOMERS**

### **1. Authorised Senders and other third parties**

Only senders accepted by bpost and identified in the Parcel Contract as authorised senders may make Parcel drops under a Parcel Contract between the Customer and bpost.

The Customer remains fully responsible for fulfilment by the authorised senders of the obligations it has under the Parcel Contract and these General Terms and Conditions.

The Customer indemnifies bpost against all possible claims that may be brought by authorised senders against bpost with respect to Parcels that make up the Parcel drop.

The Customer may entrust the physical Parcel drop to an agent that makes this drop on the Customer's behalf and at the Customer's expense. bpost shall in that event be entitled to ask the Customer to submit a valid, written power of attorney as a condition of acceptance of such Parcel drops.



## **2. Payment terms and conditions**

bpost grants the Customer a payment term but this grant may be subject to the fulfilment of conditions, including the provision of guarantees, a direct debit for the payment of bpost invoices, and/or payment to bpost of a provision not bearing interest.

If the Customer fails to pay an invoice by the due date, if unpaid or unilaterally cancelled direct debit instructions are returned to bpost, if the Customer does not respect its obligations relative to payment periods, or if a change to the credit situation or solvency of the Customer (including a change to the credit limit established by bpost or the total amount of the Customer's invoices) no longer justify the payment period granted to the Customer or the amount of the surety, bpost reserves the right to no longer grant a payment period, to unilaterally adapt the amount of the surety and/or to immediately demand payment in cash for subsequent drops, without prejudice to the other measures bpost may claim pursuant to the law or these general terms and conditions in the event of contractual failure to perform by the Customer (including suspension of Transport and/or delivery of the Customer's Parcels and/or termination of the special agreement).

## **3. Invoicing**

bpost shall draw up an invoice relating to the Customer's Parcel drops once per month. Any supplements due shall be invoiced in accordance with the stipulations of the special agreement.

The invoice is due in full in a single payment, within the agreed timeframe, to account number IBAN BE50 0004 0000 0718 | BIC BPOTBEB1

bpost - Finance & Accounting - Accounts Receivable - Service facturation - Centre Monnaie - 1000 Brussels.

If the Customer challenges an invoice or part of an invoice, it must do so within ten (10) calendar days of the invoicing date. This letter must mention the invoice date and number and be addressed to bpost, Bpack Service, Sales Administration Department, Centre Monnaie, 1000 Brussels.

Once the ten- (10-) day delay has expired, the invoice is deemed to have been accepted by the Customer. If the Customer challenges only part of the invoice and not its entirety, its payment obligation fully remains for the other unchallenged part of the invoice.



In the event of the dispute of an invoice, bpost shall examine the claim letter. If the requested change (based on merits reasons or formal reasons) is founded, bpost will make the correction once and without charge for the concerned invoice. If the requested change is not founded, the Customer shall be notified by bpost and the Customer must pay the invoice immediately.

If, after correction of an invoice by bpost, it is again challenged by the Customer for one or more other reasons (based on merits reasons or formal reasons), bpost will charge 12.40 euros as administration costs for such additional correction requests if the change request is not founded.

For any unpaid amount on the due date, interest of seven (7) per cent a year will be charged automatically and without prior notice, as from the due date of the invoice until the full payment date. bpost also reserves the right to demand, without prior notice, a fixed compensation of fifteen (15) per cent of the invoiced amount with a minimum of 65 euros.

Failure to mention the interest rate or the fixed indemnity in any notice letter will not entail any renunciation to bpost's right to demand the interest or fixed indemnity.

The Customer cannot invoke any clearance or right of lien against bpost.

Administrative costs of 7.50 euros will be charged for any request by the Customer for duplicate documents (such as an invoice or a special agreement).

An administrative fee of 6.20 euros shall be added to any invoice for an amount lower than 25 euros.

All amounts are excluding VAT, which shall be charged.

#### **4. Termination of the special agreement**

**4.1.** Without prejudice to its other rights, bpost is entitled to terminate by operation of law the special agreement which it has entered into with the Customer, subject to notification by registered letter to the Customer (i.e. without resorting to the court), if the Customer:

(i) commits a serious and irreparable infringement upon the special agreement;

(i) commits an infringement upon the special agreement that cannot be remedied within ten (10) Business Days of the receipt of the written notification of that infringement;

- (iii) fails to pay an invoice in whole or in part;
- (iv) is guilty of intentional infringement of the special agreement, fraud or any unfair trade practice and/or
- (v) ceases or is at risk of ceasing trading.

**4.2.** The Customer and bpost are entitled to terminate the special agreement between them, without resorting to the court, by registered letter when:

- (i) a liquidator or administrator is appointed to administer the other Party or its assets;
- (ii) the other Party is declared bankrupt, is clearly unable to pay its bills or suspends payment;
- (iii) the other party is liquidated (with the exception of a liquidation as part of a reorganisation 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 under the special agreement).

**4.3.** bpost may unilaterally terminate the special agreement at any time by registered letter with immediate effect, without prior notification and without having to pay any compensation, if new statutory or regulatory stipulations are introduced that would obstruct or render extremely expensive the continued performance of the special agreement.

**4.4.** The Customer is entitled to terminate the special agreement by registered letter with one (1) month's notice if bpost notifies it of a change to its Transport rates and it does not agree.

## **5. Other contractual stipulations**

### **5.1. Transfer of the special agreement**

None of the parties are permitted to transfer the rights and obligations ensuing from the special agreement without the written agreement of the other party, although bpost can transfer the special agreement to one of its associated companies at any time.

### **5.2. Changes to the special agreement**

**5.2.1.** Unless otherwise stated, the special agreement between the Customer and bpost may be changed only by means of a written agreement between the parties.



**5.2.2.** Furthermore, in the event of a change to applicable laws or a decision or other mandatory intervention of a competent authority, bpost is permitted to change the special agreement based on this decision or other intervention. In that case, bpost shall notify the Customer in writing of this change as well as the date on which it comes into effect, no later than fifteen (15) Business Days prior to the coming into effect of the change.

**5.3.** The Customer agrees that it will not make use of Confidential Information in this Contract, or received pursuant to this Contract, other than with respect to this Contract. The term Confidential Information includes all information of any nature and in any form which is not generally known to the public and which relates to any aspect of the business of bpost, including commercial, marketing, financial, pricing, technical or operational arrangements. The Customer will not communicate Confidential Information to any third party, except to Authorised Senders, as mentioned in article IX.1 here above.

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\* A special drawing right is an accounting unit used in international exchanges with a value determined on 1 January of every year.

### **Annex 1: Terms and Conditions of Optional Parcel Insurance**

Please consult the terms and conditions at the bpost website:  
<http://www.bpost.be/site/fr/conditions.html>