bpost
a bnode company

General Terms and Conditions for Parcels

January 2027

General Terms and Conditions applicable from 1 January 2027

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1. Introduction

1.1. Definitions

The following definitions apply to these General Terms and Conditions:

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

Customer: any natural person or legal entity that presents a Parcel for Transport to Bpost and/or any person able to assert any interest, as sender, addressee or in any other capacity, in the Parcel or its delivery.

Collection: a service whereby a Bpost courier comes to a location specified by the customer to collect parcels on an agreed date for further processing and delivery.

Contractual Customer: Every Customer bound bya special agreement with Bpost ("Parcels contract") concerning the Transport of Parcels.

Drop: the process by which a customer hands over a mail item or parcel to Bpost for delivery. This may take place at a post office, a drop-off point, or to a postman on collection. The moment of deposit marks the beginning of Bpost's responsibility for further processing and delivery of the mail item or parcel.

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

Non-contractual Customer: Every Customer not bound by a special agreement with Bpost ("Parcels contract" regarding the Transport of Parcels.

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/nl/business/send_post/ deposit/masspost

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.

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.

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

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

1.2. Scope

These General Terms and Conditions for Parcels (hereinafter referred to as the 'General Terms and Conditions') come into effect on the date stated above 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.

1.3. Acceptance of the General Terms and Conditions

1. When a Customer drops a Parcel with Bpost for sending (or has it picked up by one of the Bpost pick-up services, which is covered by the term "drop" in these General Terms and Conditions), the Customer accepts these General Terms and Conditions without reservation, on its own behalf and on behalf of any person involved in the Parcel.

These General Terms and Conditions also apply to the services provided by any person to whom Bpost relies on to collect the Parcel (unless the collection service is subject to specific conditions; in that case, they are sent to the Customer for approval), transport and/or deliver it.

No member of staff, agent or subcontractor of Bpostis authorized 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 authorized to do so.

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

2. The General Terms and Conditions can be accessed at any time in the parcels section of the Bpost website http://www.bpost.be/nl/terms-and-conditions and are available at post offices and the other locations at which Bpost accepts parcel drops (with the exception of Parcel Lockers and Drop-off Lockers).

The applicable rules as stated in Bpost's Operational Guides also apply tothe Parcel Transport services referred toin these General Terms and Conditions.

The Operational Guides can also be accessed at the Bpost website (http://www.bpost.be/site/nl/professionele-oplossingen/brieven-en-kaarten/masspost)

3. Bpost reserves the right to unilaterally change the Special Agreement, the Tariffs, the General Conditions Parcels, the Operational Guides and the License Contract at any time, on the understanding that such a decision will have no impact on the Transport conditions for Parcels previously entrusted to Bpost In the event of a change, Bpost will notify the Customer of this in writing at the latest thirty (30) calendar days before the changes take effect. If the Customer does not agree with these changes, he can terminate the services without compensation by sending Bpost a registered letter within twenty (20) calendar days following the notification by Bpost of the change. Such early termination by the Customer will commence on the last working day of the month in which the Customer informed Bpost of the early termination by registered letter.

2. Presentation of the parcels

2.1. Obligations of the customer

Obligation to inform

The Customer undertakes to provide Bpost with all necessary information, including such information as stated in the Operational Guides and required by regulatory provisions and provide assistance needed to enable Bpost to provide its transport services in a proper and timely way and/or avoid or limit any related risks.

The Customer undertakes to fully and accurately document all Parcels in writing so that Bpost is able to provide the transport services in a timely way and in accordance with regulatory provisions and these General Terms and Conditions. This information includes, among other things, the mention of a limited quantity of (dangerous) goods, their generally recognized description (where applicable, the UN number), the description of the nature of the goods, how they are packaged, the total gross mass of each shipment of the goods to be transported and the total quantity. If the dropped Parcel is to be transported by air, the Customer must provide a full description of the contents of the Parcel on the transport documents.

The Customer states and provides assurances that all information, mentions and (transport) documents are sufficiently complete, accurate, appropriate, correct and adequate to enable Bpost to provide its transport services. Bpost has no obligation to check whether the information and documents provided are complete, accurate and correct. In any case, the Customer must immediately notify Bpost in writing if it notices that the information and/or documents provided are incorrect, inaccurate, wrong or fraudulent. Bpost is in no way liable for any (direct or indirect) damage the Customer or third parties suffer as a result of this.

In any event, the acceptance of a Parcel or the provision of transport services by Bpost can never be deemed to release the Customer from its duties and obligations by virtue of the General Terms and Conditions regarding Bpost.

Obligation in case of parcel collection by Bpost

The Customer is responsible for ensuring that the parcel is ready for collection by Bpost before the agreed or stated time and location.

The Customer is responsible for presenting or ensuring that a responsible person is present to hand over the parcel to Bpost, if applicable.

The Customer is responsible for ensuring that the parcel complies with Bpost's packaging and labelling guidelines.

The Customer is responsible for providing a valid address in Belgium for collection.

The Customer is responsible for contacting Bpost in good time if there are changes to the collection appointment.

The Customer is responsible for paying the costs of the collection service, including any costs for unsuccessful collections due to non-compliance with the above obligations. The Customer shall ensure that each Parcel and its packaging comply with the legal, regulatory and contractual requirements applicable to the Customer, including, to the extent applicable to the Customer, Regulation (EU) 2025/40 on packaging and packaging waste (the "PPWR"). bpost may, in accordance with Articles 2.2 and 2.5, refuse, suspend or refrain from handling a Parcel where it reasonably considers that the Parcel or its packaging does not comply with the applicable requirements. To the extent that any mandatory obligation under the PPWR applies to bpost by reason of the Transport or an activity actually performed by bpost, bpost shall comply with that obligation as required by applicable law.

2.2. Excluded Goods

The Customer is responsible for determining whether the Parcels require specific permits before they may be transported and for notifying Bpost of this in writing.

Before handing any Parcels over to Bpost for shipment, the Customer must check whether the transport of these Parcels is prohibited, subject to restrictions by virtue of regulatory provisions, including ICAO/IATA for aviation, and/or this Agreement, or permits are required, with due consideration for the means of transport and the transport services of Bpost and the country in which the Parcels are to be delivered.

The Customer gives assurances that it will not have Bpost transport any Excluded Goods, being prohibited goods, dangerous goods and non-compliant Parcels (together referred to as "Excluded Goods").

Prohibited goods

All goods that, under the applicable regulatory provisions, including postal legislation, are prohibited, including but not limited to:

(i) **Drugs and toxic substances**: including narcotics, psychotropic substances (for example, medications such as certain sleeping aids and sedatives, powerful analgesics, and medications to treat ADHD), soft drugs (such as cannabis, CBD oil, CBD paste and qat), hard drugs (such as cocaine and ecstasy);

(ii) **Chemical products:** such as explosive, flammable or radioactive substances or other dangerous substances, carbon dioxide in solid form (dry ice), pressurized gas, toxic or corrosive substances, fuels and organic peroxides;

(iii) **Weapons and parts of weapons:** including firearms, (ballistic) knives, knuckledusters, tasers, pepper spray, ammunition, imitation weapons;

(iv) **Prohibited Pornographic material:** including videos and printed matter and objects bearing statements the production, possession or distribution of which are prohibited or contrary to public order or common decency;

(v) **Excise goods:** tobacco products, or other products on which excise is levied;

(vi) **Goods of value:** including bearer securities (excluding cheques to a named payee in the sum of up to EUR 500 per Parcel and if a basic guarantee is chosen), coins and banknotes;

(vii) **Excluded goods:** including counterfeit goods and objects, documents or substances in general the import, export, production, circulation, distribution, use, possession, sale or transport of which is prohibited by law and mail items that bear prohibited destinations or contain prohibited goods under trade law, as well as any good that is prohibited by virtue of the laws or regulations of any Authority of a country through which the goods will pass;

(viii) **Jewels and valuable goods:** including jewels (with the exception of costume jewels, insofar as they contain no gold, silver or precious stones) with a value not exceeding EUR 500 per Parcel and, if a basic guarantee is chosen, works of art and collectibles or other valuable materials, including animal furs;

(ix) **Substances:** including perishable biological and/or infectious substances, frozen and chilled foodstuffs and foodstuffs that do not comply with the commodity code PR52 (prepacked and kept at room temperature), body parts, human remains and tobacco-based products or other products liable to excise duty;

(x) **Animal and vegetable products:** including vegetable products, live or dead animals, organisms, parasites or products of animal origin;

(xi) **Temperature-sensitive goods:** any good that must be transported under controlled temperatures;

(xii) Shipments with a value greater than EUR 5,000.

Dangerous goods

All goods that, due to their shape, nature or packaging, could constitute a danger to people or the environment, or could damage other Parcels, Bpost equipment or goods of third parties (including Parcels).

This includes goods and substances that are deemed dangerous because their transport and handling are subject to ICAO (International Civil Aviation Organization) and IATA (International Air Transport Association) rules for the international transport of dangerous goods, ADR (the European Agreement concerning the International Carriage of Dangerous Goods by Road) rules and other relevant laws, as a result of which they cannot be dropped with Bpost for Transport.

Dangerous goods include:

(i) **Explosive materials and objects**: fireworks, munitions, gunpowder, airbags…

(ii) **Gas (flammable or otherwise):** including spray cans (such as deodorant, air fresheners, hair spray and whipped cream), camping gas, lighters, fire extinguishers, diving bottles, carbon monoxide and chlorine;

(iii) **Flammable liquids and substances:** including alcoholic beverages with an alcohol percentage above 24%, hand gels, perfumes and aftershaves, nail varnish, varnish and paint, benzine and spirit, glue and adhesive, removal agents or thinners for paint, lacquer, matchsticks, phosphorus and sodium;

(iv) **Oxidants:** including disinfectants, bleach, hair and textile dye.

(v) **Toxic and infectious substances:** including pesticides, herbicides and fungicides, infectious organisms (such as bacteria, viruses, parasites), medical samples and test samples;

(vi) **Radioactive substances:** e.g. the protective clothing, gloves and the tools contaminated with small quantities of radioactive substances;

(vii) **Corrosive substances:** including cleaning liquids, substances for removing and preventing rust, mercury, gallium, batteries with battery acid;

(viii) **Waste**

(ix) **Medicines and medical aids:** including medicines that are only available on prescription;

(x) **Batteries:**[1] including lithium batteries loose or individually packaged, used batteries and oils, magnets, lithium-ion batteries of more than 100 Wh installed in a device, electric bikes, scooters and hoverboards, laptops with external battery, electric wheelchairs, power banks, small fixed generators and automated external defibrillators, etc.

Without prejudice to the above stipulations, the Customer may use Bpost transport services for dangerous substances insofar as these dangerous substances (i) are covered by the exception based on chapter 3.4 and 3.5 of ADR, (ii) the Customer complies with the conditions, including the packaging and labelling conditions for the transport of these Parcels in ADR and (iii) Bpost is notified in writing of this prior to the Parcels being handed over.

Without prejudice to the above stipulations, the Customer may use Bpost transport services for lithium-ion and other batteries insofar as (i) these are not subject to the regulations of ADR, other than the special conditions, including 188 and 636 of ADR relating to the exemptions to these regulations; (ii) the Customer fulfils the conditions of transport, including the packaging and labelling conditions, in ADR; (iii) Bpost is notified of this prior to the Parcels being handed over; (iv) the transport of these Parcels is not prohibited under other regulatory provisions, with due consideration, among other things, for the means of transport, and, where applicable, these Parcels comply with these applicable regulatory provisions.

Non-compliant Parcels

Non-compliant Parcels (including Prohibited Goods and Dangerous Goods) that do not comply with these General Terms and Conditions and/or the applicable regulatory provisions, including:

(i) Parcels for which the delivery address is lacking, incomplete, unclear or illegible or not rendered in compliance with the addressing rules in the Operational Guides;

(ii) Parcels that do not comply with the applicable technical and operational rules (including those on weight and dimensions);

(iii) Parcels for which the required data are not provided electronically;

(iv) Parcels for which the required customs formalities are not fulfilled; or

(v) Parcels that are not properly packed or whose packaging is not suitable for their contents.

(vi) Parcels that do not comply with the required permits or the conditions imposed by these.

2.3. Parcels drop

Dropping Parcels with Bpost for Transport implies that:

(i.) the Customer has submitted the collection request timely and correctly via the designated platform, if applicable;

(ii.) the Customer has prepared the Parcel or has had a trustworthy person to do this and the Parcel is protected from illegal interference during preparation, storage and transport before it was dropped with Bpost;

(iii.) the contents of the Parcel are correctly described, where applicable;

(iv.) the delivery address and all other data needed to deliver the Parcel are precise, legible and complete; Bpost reserves the right to apply a tariff surcharge if the Parcel cannot be delivered due to missing or incorrect address details;

(v.) the sender's address (or return address) is precise, legible, complete, located in Belgium and accessible for delivery or collection;

(vi.) the Parcel bears a readable barcode. If the barcode is missing or unreadable, Bpost reserves the right to affix one and to apply a tariff surcharge. Using the same barcode for more than one shipment is not permitted and constitutes a breach of contract;

(vii.) the Parcel has been carefully packaged in suitable, homogeneous packaging, so that the Parcel is able to withstand the disadvantages and risks of Transport and cannot cause any damage to Bpost or third parties. Different Parcels must not be bound to each other; It must be possible to deliver the Parcel in its original packaging. For more guidelines, see our Operational Guides;

(viii.) the shape, contents and dimensions of the Parcel are such that it can be handled automatically by Bpost. For more guidelines, see Operational Guides If automated sorting by Bpost is not deemed possible, Bpost reserves the right to apply a tariff surcharge;

(ix.) an electronic file will be provided when the Parcels are dropped. If there is no such file or the file is missing essential information for delivery, Bpost reserves the right to apply a tariff surcharge;

1) Some lithium batteries installed in devices are authorised. Check the conditions to send lithium batteries installed in a device: https://www.bpost.be/sites/default/files/migrate/OnepagerDG_FR.PDF

(x.) For a Bpack XL Parcel: the mail address of the addressee, the dimensions and the weight of the Parcel must be provided electronically with the announcement. If such information is missing or incorrect, Bpost reserves the right to apply a tariff surcharge;

(xi.) the Parcel does not contain alcohol if the addressee is a person that does not meet the minimum national age requirement for the consumption of alcohol. The Customer is liable for checking the addressee meets the minimum national age requirement when sending alcohol;

(xii.) all applicable laws and regulations with respect to customs, import, export, embargo and other laws and regulations are fulfilled;

(xiii.) unless the prior written agreement of Bpost, the Package does not contain any Prohibited or Dangerous Goods, as described in Article II;

(xiv.) In case of collection, the Customer shall make the package(s) available at the specified collection address and make it available for the specified time frame.

Without prejudice to the other rights of Bpost, the Customer will indemnify Bpost against all claimsof third parties ensuing from the Transport of Prohibited or Dangerous Goods and the Customer will compensate Bpost for all damage or losses suffered as a consequence, including legal costs.

2.4. Customs formalities

2.4.1. 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.

2.4.2. 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.

2.4.3. 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.

2.4.4. 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.

2.4.5. 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 Bpostby the Customer and shall compensate Bpost in full withrespect to this.

2.4.6. 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.

2.5. Acceptance of Parcels by Bpost

2.5.1. The acceptance by Bpost of a Parcel for Transport does not entail any acknowledgement by Bpost that the Parcel fulfils all conditions of Transport. The Customer is liable for ensuring the Parcel fulfils the conditions of Transport by virtue of the applicable laws and regulations and these General Terms and Conditions.

2.5.2. If a Parcel does not fulfil the conditions set down in article 2.2 of these General Terms and Conditions or the applicable laws and regulations, based on its nature (such as size, format and weight), its contents or in another way, Bpost has the right to:

(i.) refuse to accept or to collect the Parcel;

(ii.) if it has already been accepted, return the Parcel, keep it until it is picked up by the customer or destroy it at the customer's expense;

(iii.) invoice the shipping fees for the Parcel;

(iv.) if allowed, transport the Parcel by another means of transport than agreed (e.g. a Parcel not permitted as air cargo may be transported by road) without notifying the Customer in advance.

2.5.3. The Customer is liable towards Bpost if the refusal or suspension of the Transport results in any costs or liability of Bpost. Bpost may require the Customer to pay the extra costs and expenses as provided for in article 4.1.1.

2.5.4. If Bpost observes that a Parcel could pose a danger to people or objects, Bpost is entitled to have the Parcel destroyed at the Customer's expense and risk and on the Customer's responsibility.

2.5.5. The Customer will indemnify Bpost against all losses and damage ensuing from the Customer's failure to observe all applicable laws and regulations and against the Customer's non-fulfilment of its obligations.

2.5.6. Collection via Collect On Demand implies the collection of up to max 5 parcels per address per day.

3. Transport of parcels

3.1. 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.

3.2. Route

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

3.3. Recurrent Collect (Recurrent Collect All-In)

This section only applies to customers with the 'Recurrent Collect All-In' service in their contract. This service covers the pick-up by Bpost of franked Parcels at one or more addresses specified on the Recurrent Collect All-In form. These must be valid Belgian addresses.

The customer undertakes to complete the Recurrent Collect All-In form in full as soon as possible after the contract is signed. On this form the customer should provide the details of the contract person for each pick-up address and accessibility information for the address (truck, van, etc). The customer should also state the standard volume expected to be picked up by Bpost every day of the week. This standard volume should be stated based on the chosen presentation (bulk, postbags, Bpost trollies, euro pallets or disposable pallets). The customer should also state the desired Parcel pick-up start date and the desired time window as stated in the Bpack contract.

The Customer undertakes to ensure that the Parcels will be prepared on the agreed days, at the agreed times (no later than 30 (thirty) minutes before the estimated pick-up time stated on the Service Confirmation) and at the agreed location. The location agreed by Parties must be convenient, easy to access and ideally located on the ground floor in the event of an office block or warehouse, without any special access conditions. To ensure that we are able to provide a high-quality, smooth-running service to all our customers, Bpost recommends that the agreed location is such that its staff are able to access the Parcels without any hindrance (such as having to report their arrival, ring a bell, register as a visitor, use a badge/key or take a lift). If the layout of the location imposes the use of a key or badge, this must be provided free of charge and without restriction to Bpost on the order of the Customer who also undertakes to clearly explain the conditions of access on the Recurrent Collect All-In form. A parking space should also be provided in the direct vicinity of the pick-up location.

The Customer undertakes to only provide Bpost with its own Parcels that have been franked in advance.

The Customer must package the Parcels as specified in the MassPost Guide. The Customer must package its Parcels in such a way that the contents cannot injure Bpost staff, damage equipment or other Parcels during their handling by Bpost and they can be easily transported and handled from the moment they are taken into receipt until their delivery.

The Customer that uses pallets undertakes to provide the Bpost staff with the equipment needed to handle and load the pallets into vehicles (pallet jack)

The Customer must make the loading of its Parcels as easy as possible by making the location where they have been prepared accessible to Bpost vehicles and, where applicable, providing Bpost drivers with access to the loading dock.

For loading security reasons, trolleys, pallets and Parcels are always loaded by the driver.

Likewise, Bpost will not be required to fulfil its obligations if the characteristics of the Parcels or the locations where the pick-up is performed prove incorrect compared to the information stated in the Recurrent Collect All-In form. Bad weather or work near to the locations where the pick-up will be made will be considered to be events of force majeure excluding any liability of Bpost in the event of delay or total non-performance. The Customer must notify Bpost if a change in the conditions of access to the locations where the Pick-up is made is observed, so that the Parties can evaluate the necessity of adapting the service conditions (including the schedule).

The Parcels awaiting pick-up are the exclusive responsibility of the Customer. Bpost can only be held responsible from the moment they are in its possession (see Responsibilities section)

Bpost cannot be held responsible in the event of (partial or total) damage to the content of Parcels not packaged in accordance with the instructions stated in the MassPost Guide.

Bpost undertakes to begin the regular pick-up at the customer within 10 business days of the customer completing the Recurrent Collect All-In form. If Bpost is ready to begin at an earlier date, it will notify the customer.

Bpost undertakes, when scheduling the regular pick-up in its organisation and no later than the day before beginning the pick-up, to notify the customer of the practical arrangements of this pick-up: time, vehicle type, packaging (in the Service Confirmation).

Bpost undertakes to pick-up the Parcels from the customer using a vehicle appropriate to the customer's access conditions, the product packaging and the announced volume.

Bpost undertakes to take the whole volume announced, including volume variations that are announced within the deadlines set.

If the volumes to be picked up differ by more than 10% from the announced volumes for pick-up, the Customer will notify Bpost of this as soon as possible and no later than noon on the day before the collection day. If it does not, Bpost will do its best to provide the service but will no longer be contractually required to take care of all the Customer's Parcels during the pick-up. Conversely, if Bpost notices that the announced volume is repeatedly higher than the volume actually picked up by its agents, it reserves the right to adapt the volume forecasts of the Customer in line with the actual average volume over the last four weeks and to reduce the space reserved for the Customer in its vehicles, at the risk that the capacity will no longer be sufficient if the volume should actually be higher. Bpost will notify the Customer if its volume forecasts are changed.

Bpost may make material (postbags and trolleys) available to the customer to enable the Customer to package its Parcels in accordance with the instructions in the MassPost Guide. This provision is free of charge insofar as it corresponds to normal and reasonable use by the Customer, based on its volume. Bpost reserves the right to invoice the Customer for any provision that exceeds the normal and reasonable use by the Customer. The equipment provided to the Customer by Bpost (postbags and trolleys) remains the property of Bpost at all times.

The Customer will return the equipment to Bpost on the request of Bpost. The Customer undertakes to take care of the equipment and use it exclusively for the activities under the Contract. The Customer is responsible for any damage to the equipment that is not caused by normal use and will compensate Bpost in full for any such damage.

The Customer undertakes to return the equipment within 10 (ten) business days of the end of the Contract. Any equipment that is not returned can lead to a demand for compensation that cannot exceed the purchase price of the equipment in question.

3.4. Collect on Demand (Pick-up on Request)

This section only applies to Customers who have activated the 'Collect On Demand' service in their Bpack contract. This service involves the collection of franked parcels by Bpost at one or more addresses. The addresses must be valid and located in Belgium.

The request for parcel collection is made by the Contractual Customer or Business account via the Bpost parcel preparation tools. The Collect On Demand service is an option for parcel shipment. It applies to all standard parcel shipping products except for Bpack XL and Bpack World Easy Retour.

Bpost guarantees the collection service only if the characteristics of the parcel(s) (barcodes) and the collection addresses match those indicated in the service confirmation.

The Collect On Demand service operates from Monday to Friday during the day, between 8 AM and 5 PM.

Bpost guarantees the Collect On Demand service if the mandatory information, duly completed by the Contractual Customer or Business Account, is valid, correct, and complete. This information is chosen by the Customer when creating the shipment:

- The email address: This will receive a service confirmation upon barcode validation in the Bpost system;
- The collection address: This must be a valid address in Belgium only. A foreign address is not permitted;
- The collection date: This must be a working day, between Monday and Friday. A Saturday, Sunday, national public holiday in Belgium, or an inactivity day decided by Bpost and published on the Bpost website www.bpost.be are excluded from the Collect On Demand service.

Parcels must strictly adhere to the weight and maximum dimensions of a standard parcel. The Customer or sender of the parcel(s) must package the parcels as specified in the Masspost Guide. The Customer or sender must package their parcels in such a way that their contents cannot injure Bpost personnel, do not risk damaging equipment and other parcels during processing by Bpost, and can be easily transported and handled from collection to delivery.

Bpost cannot be held responsible for any damage (partial or total) caused to the contents of parcels whose packaging does not comply with the instructions in the Masspost Guide.

The sender of the parcel(s) must ensure that the loading of the parcels can proceed smoothly by making the parcels accessible without any access conditions. The parcels are handed over to the mail carrier. Containers and pallets are not allowed.

Adverse weather conditions or construction work near the collection locations are considered force majeure events, excluding any liability on the part of Bpost in the event of delay or total non-performance of the collection.

Parcels awaiting collection are the exclusive responsibility of the Customer or their sender. Bpost can only be held liable from the moment they are in their possession (see section Responsibilities). Parcels must be ready at the time of the mail carrier's visit, and bear a conforming Bpost label.

Bpost can only be held liable for direct damage in the event of failure to meet contractual obligations, in accordance with the provisions in the General Parcel Conditions. Indirect damages such as loss of time, loss of customers, revenue and/or data, loss of profit, disruption of business activities, reputational damage, or loss of opportunities are expressly excluded.

3.5. Delivery

3.5.1. Domestic Parcels Transport Services

3.5.1.1. The delivery of the Parcel consists of its delivery at the address provided by the Customer in the electronic announcement file sent through Shipping Manager, by the use of e-commerce plugins or any other integration method

supported by Bpost. If this data is missing, Bpost foresees the delivery on the address mentioned on the shipping label on the Parcel.

The place of delivery must be freely accessible without obstacles and must be accessible using certain means of transport. If the Customer or an addressee provides additional information about the desired place of delivery, Bpost has no contractual obligation to take this information into account. This arrangement also applies to parcels at collections.

Bpost has no obligation to give the parcel to the addressee in person at the stated address. If there is a reception at the stated address, delivery can be made there. If the address is in an apartment building, Bpost can deliver the Parcel at the entrance to the building.

If no one is present at the stated address, Bpost reserves the right to deliver the Parcel to a safe place at the stated address or to a neighbour. The addressee will be notified of this in writing by Bpost.

3.5.1.2. The addressee may give permission for the Parcel to be delivered to another location (if no one is present at the stated address) by means of a method of communication chosen by Bpost when this service is offered by Bpost.

Another location may be:

(i.) a neighbour, defined as a specific neighbour selected by the addressee or any neighbour, defined as a person who is present in the same or a neighbouring building, no more than 50 metres from the original address stated on the Parcel;

(ii.) a safe place, being a place chosen by the addressee and located at the original address stated on the Parcel. The addressee is asked to designate an accessible and dry Safe Place that is not visible from the public highway;

(iii.) a Pick-up point, which means (1) a Post Office or (2) a Post Point or (3) a Bpost Parcel Point or (4) a Parcel Locker. The addressee may choose to have the Parcel delivered directly to a Pick-up Point without Bpost first having tried to deliver the Parcel to the address stated on the Parcel.

Bpost reserves the right to deliver the Parcel directly to a Pick-up Point if Bpost deems this change to be in the interests of the addressee, in which case Bpost will notify the addressee by email.

If the execution of the Preferences is not operationally possible, Bpost reserves the right to deliver according to the standard modalities as described in 3.5.1.1.

3.5.1.3. In case of delivery to a safe place, Bpost has the right to take a picture of the Parcel at the safe place.

3.5.1.4. If the stated address contains the identification details of a Parcel Locker or a Pick-up Locker, the Parcel will be placed in a Parcel Locker or Pick-up Lockerat the stated location, where it can be picked-upby entering or scanning a unique code. In that case,the delivery by Bpost is completed when the Parcel is placed in the Parcel Locker or the Pick-up Locker.

3.5.1.5. Certain parcel transport services include a second presentation (automatically or as a paid option) at the stated address the next business day if the Parcel cannot be delivered at the first presentation, as stated in the above articles.

If the Parcel cannot be delivered at the first presentation or, where applicable, the second presentation, a notice will be left at the address of the addressee.

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

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

The Customer acknowledges acceptance of the consequences of the delivery of a Parcel to a Pick-up Point for up to maximally 15 calendar days (especially with regard to a consumer's right to return goods bought online).

3.5.1.6. A Parcel that is not accepted when presented or that is not picked up within the aforementioned term during which it is kept, will be returned to the Belgian address of the sender or the return address stated on the Parcel. Bpost reserves the right to charge a tariff surcharge.

If Bpost is unable to return the Parcel to the sender or the stated return address or the sender's address or the return address is located in a foreign country, Bpost reserves the right to destroy or sell the Parcel as it sees fit. The revenue from that sale will first be used to meet the transport costs and other costs or outstanding expenses with respect to the Parcel.

3.5.1.7. A Parcel cannot be delivered to a PO box. For the other conditions with regard to this, see the General Terms and Conditions of the Service for the Hire of PO Boxes, which can be read on the Bpost website at http://www.bpost.be/nl/terms-and-conditions.

3.5.2. Outbound International Parcels Transport Services

3.5.2.1. Parcels subject to outbound international Parcels Transport shall be delivered in accordance with the laws, regulations and conditions of the destination country and with the procedures and conditions of delivery partners that Bpost uses in these destination countries when the drop is made. The Customer accepts that differences can exist between the tariffs as stated in the tariff annex and any special or exceptional amendments.

3.5.2.2. The delivery of the Parcel consists in its delivery at the address stated by the sender, insofar as provided for by the laws, regulations and conditions 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, regulations and conditions of the destination country and the procedures and conditions 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).

3.5.2.3. 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.

3.4.2.4. 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 inthe 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.

3.6. Delivery terms

3.6.1. 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 guaranteesin any way the actual delivery within these timeframes. The Customer recognizes that Bpost cannot be held responsible for delays.

3.6.2. 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 the website www.bpost.be/bpack (product Bpack World Business).

   Bpost neither underwrites nor guarantees in any way the actual delivery within these terms. The Customer recognizes that Bpost cannot be held responsible for delays.

b) Bpack World Express Pro:

   - See website www.bpost.be/bpack (product Bpack World Express Pro);
   - 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 periode-quivalent to twice these delivery times.

3.7. Secure Delivery with Code

3.7.1. If the Shipper has selected the "Secure Delivery with Code" option, the Parcel will be delivered to the destination address after the Secure Delivery Code Bpost sent to the addressee has been verified.

3.7.2. The Secure Delivery Code will be generated by Bpost and sent only to the addressee of the Parcel, exclusively using the email address provided by the sender of the Parcel and the My Bpost app.

3.7.3 Contrary to that which is stated in 3.5.1.2, a Secure Delivery Parcel cannot be delivered to a neighbour, a safe place or a parcel locker.

3.7.4 The proof of the verification of the Secure Delivery Code and the delivery of the Secure Delivery Parcel will be shared with the shipper by means of a special event in the B-Tracker system.

3.7.5. The "Secure Delivery with Code" option guarantees the delivery of the Parcel to the addressee after the Secure Delivery Code has been verified but does not make provision for any extra cover in the event of loss or damage. The stipulations of article 5.4. continue to apply.

3.8. Delivery with proof of receipt (= Signature option)

3.8.1. Domestic Parcel Transport service

3.8.1.1. If the sender has selected Delivery with proof of receipt, the Parcel will be delivered with proof of receipt.

In the event of delivery to the addressee's address, the proof of receipt will be the signature of the person who takes receipt of the Parcel.

In the event of delivery to a neighbour, the proof of receipt will be the signature of the person who takes receipt of the Parcel at the neighbour's address.

If the Parcel is delivered to a safe place, the proof of receipt will be the photo taken by Bpost at the safe place.

If the Parcel is delivered to a Bpost Parcel Locker, the proof of receipt will be the opening of the Locker with the barcode sent by Bpost to the email address providedby the sender or the email address linked to the delivery preferences by means of matching.

This proof of receipt is made available in electronic form (scan) at www.bpost.be/bpack (Bpost business active e-services e-tracker), as described in more detail in the Operational Guides.

The Customer acknowledges that the proof of receipt as kept by Bpost in its registers and made available to the Customer at the aforementioned address constitutes irrefutable proof of delivery.

3.8.2. International Parcels Transport Services

3.8.2.1. 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 or comply with any other valid proof of delivery depending on the partner that Bpost uses in the destination country. This signature is not made available in electronic form to the sender at www.bpost.be/bpack, but is available on request from Customer Service (Phone: 02 201 11 11) or service.center@bpost.be).

3.9. 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.

4. Rates and payment

1. The Customer must pay the price for the Transport of the Parcels that are dropped with Bpost for Transport, as well as the price of the selected options and additional surcharges, cost and expenses (return charge, storage charge...) stated in the tariff annex to the specific contract and the annual amendments and any other interim amendments. Bpost reserves the right to notify the Customer and subsequently apply the new conditions imposed by a destination country or a partner that Bpost uses to transport international Parcels when they become effective.

Unless expressly agreed otherwise, this price is established on the basis of the tariffs valid on the date of issue of the Parcel. If Bpost establishes that a given Parcel for Transport has been offered at a price that does not correspond to the applicable prices, Bpost may refuse or suspend the Transport of this Parcel as well as charge the Customer the difference between the tariff paid and the applicable tariff.

2. The prices are excluding VAT. VAT and all other current and future indirect taxes, all taxes, duties and charges imposed by or on the authority of any government by virtue of or as a result of these General Terms and Conditions (excluding tax on income or profit) are always payable by the Customer and will, where applicable, be added to and be due with the price.

3. Bpost reserves the right to apply additional surcharges to the prices. The amount and the terms and conditions of application will be established by Bpost. Bpost has the right to apply or change surcharges at any time without prior notice, provided Bpost notifies the Customer about this in an appropriate way, as set down in the special agreement, and this decision does not impact the conditions of Transport of Parcels already dropped at Bpost. If the Customer drops Parcels for Transport at Bpost, this entails the Customer's acceptance to pay the applicable surcharges 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.

5. Liability

Bpost is liable for the Parcels only as from the moment when it accepts the Parcels for handling. The Customer may entrust the physical dropping of Parcels to an agent that drops the Parcels on the Customer's behalf and at the Customer's expense. In that case, Bpost has the right to demand a valid, written power of attorney as a condition of acceptance of the drop in question.

For Parcels dropped at the counter of a Post Office, Post Point or Bpost Parcel Point, that moment corresponds to the time at which the Parcel is dropped at the counter.

For Parcels dropped at a Parcel Locker or a Drop-off Locker, that moment corresponds to the time at which the Parcels are picked up by Bpost, of which, with regard to the Bpost Parcel Lockers, the Customer will be notified through the communication channel Bpost deems most suitable. For Parcels that are dropped at another drop-off location, such as Parcels handed to delivery staff when they deliver another Parcel (Swap), that moment corresponds to the time at which Bpost actually handles the parcel, which will be notified to the customer by any means deemed appropriate by Bpost.

For pick-ups at the Customer or deliveries by the Customer at a Bpost depot, this corresponds to the time at which the Bpost documents are signed, exceptin the cases enumerated below. If there are no Bpost documents or if there are more than 40 Parcels of any given type and/or if Bpost uses trailers to make a pick-up at the Customer, this corresponds to the time at which Bpost performed the first scan.

In the event of a pick-up with trailers in which Parcels are consolidated by Bpost at the Customer, the Customeris responsible for loading the Parcels into the trailer.The Customer must ensure that the Parcels are stacked safely to avoid damage during Transport. The Customer is solely responsible for damage if loading is not done in accordance with applicable laws.

If the Customer has chosen to present its Parcels for drop-off or pick-up on a pallet, in a container, a blue tray,a bag or another receptacle, the Customer acknowledges and accepts that Bpost will count the number of recipients rather than the number of individual Parcels.

With regard to the parcel return services payable by the Customer (the "Return" services), the Customeris responsible for making sure that the person who returns the Parcel (hereinafter referred to as the "Returner") directly to the Customer or to a foreign operator able to pick up or return returned Parcels to the Customer (hereinafter referred to as the "Foreign Operator Returner") complies with these General Terms and Conditions (including the Operational Guides) or the General Terms and Conditions for the handling of International Parcels (in the case of Bpack World Easy Return mail items).

The Customer indemnifies Bpost for damage pursuant to a complaint about the handling of the Return mail items by the Returner, the Foreign Operator Returner or another third-party.

Bpost cannot be held liable for the use of incorrect or incomplete labels or the improper or fraudulent use of a Return label by the Returner, the Foreign Operator Returner or another third-party.

The Customer is solely responsible for ensuring the compliance of the Returner with all applicable regulations and will compensate Bpost in full for damage pursuant to a complaint by the Returner, the Foreign Operator Returner or another third-party pursuant to an (alleged) breach of those regulations.

5.1. Limitation of liability

5.1.1. Without prejudice to the application of any mandatory standard, the liability of Bpost shall be limited tothe indemnification of direct losses up to the following amounts:

5.1.1.1. 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.

If a Parcel is delivered to a Parcel Locker or a Pick-up Locker, Bpost cannot be held liable for visible damage.

Bpost cannot be held liable for loss or damage if a Parcel is delivered to a safe place that the addressee has registered as a preferred delivery location.

2. Late delivery:

Without prejudice to the stipulations of Article V.2, Bpost can only be held liable for delay in the case ofan Express shipment. For such shipments, in the eventof delay leading to the Customer or the recipient ofthe 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.

5.1.1.2. Air transport:

If the Parcel is exclusively or partially transported byair, 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 deliveryof 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 kilogramof gross weight (in accordance with the Montreal Convention of 28 May 1999 for the Unification of Certain Rules Relating to International Carriage by Air).

5.1.2. 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 EUR 10 per kilogram of gross weight.

5.1.3. Complaints and claims for compensation below EUR 5 for a Parcel are not accepted/paid out.

5.2. Exclusions from liability

5.2.1. 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.

5.2.2. 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.

5.2.3. The liability of Bpost will never exceed (i) the amount invoiced to the Customer by Bpost in a contract year or (ii) EUR 250,000 in a contract year (whichever is lower), regardless of the number of claims and/or the losses. For the first contract year, the invoiced amount is prorated.

5.3. Cash on Delivery Mail Items

The rules applicable to cash on delivery mail items (including those relating to the maximum authorized 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.

5.4. COMPENSATION in case of loss or damage of a Parcel

As stated under article V above, Bpost will only compensate the Customer for direct losses actually suffered and proven, due to the loss of or damage to a Parcel.

Direct losses actually suffered are calculated on the basis of the actual and proven value of the Parcel contents on the drop date, plus the costs of sending.

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

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

These principles also apply when the Customer has opted for a Warranty. The declaration on the value of the Parcel contents as declared by the Customer in relation to a Warranty bought by the Customer has no impact on the calculation of the compensation as stated in this article, as Bpost is not able to verify the correctness or the plausibility of this declaration of value at the time of the Parcel drop.

Pursuant to a payment by Bpost of a compensation for direct damages to Parcels of the Customer, and as a result of this payment, Bpost is subrogated to the rights of the compensated Customer towards third parties and the Customer grants permission to Bpost to use the name of the Customer in any suit or measure that Bpost wantsto undertake to protect its rights.

The Customer also undertakes to work with Bpost in order to provide the required documents, information and assistance for the suit or measure, subject to compensation of the related costs by Bpost to the Customer.

6. Optional warranty
(covering 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 contentof 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 buy a warranty to cover loss of or damage to Parcels when using Bpost for the Transport of Parcels with a particular contents and/or value.

Bpost offers a choice of two optional warranties:

6.1. Basic warranty

The basic warranty can be bought to cover loss of or damage to contents of all Parcels accepted for Transport and for which the Transport service is referred to inthese General Terms and Conditions, except for Bpack 24h Business and Bpack Europe Business for which the basic warranty is already included in the basis price of the service.

If such a basic warranty is bought, the maximum amount that is paid by Bpost in the event of loss or damage is set at € 15 for documents and € 500 for goods in accordance with the principles stated in these General Terms and Conditions and in particular article 6.3 below.

6.2. Supplementary warranty

Buying a supplementary warranty is recommended to cover loss of or damage to Parcels for Transport dropped at Bpost with a value higher than EUR 500 under the Bpack 24 h business, Bpack 24 h pro, domestic and international pick-up points (bpack@Bpost), domestic and international parcel lockers (Bpack 24/7), Bpack easy retour, Bpack Europe Business, Bpack World business, Bpack XL and Bpack World Express Pro services.

6.3. Characteristics of the optional warranties

This article covers both the basic warranty and the supplementary warranty.

The warranty is subject to the following limitations:

- The warranty only covers loss, theft or damages to Parcels.
- The maximum amount of compensation for a Parcel containing documents, is set at EUR 15 per Parcel. Cheques to a named payee , gift certificates, purchase vouchers and documents with a commercial value can be compensated up to a maximum amount of EUR 500 (sent with a basic warranty).
- Only direct losses, actually suffered, are compensated in accordance with the principles set out above under article VI.
- The warranty does not apply to:
  - any indirect damages, such as loss of income, profit, data, market opportunities, damage to reputation or image, etc ;
  - delays in delivery of the Parcel;
  - expenses relating to the reconstitution of films, reports, computer programs and the like, other than simple recopying costs;
  - intrinsic defects of goods or in the event of force majeure, cybernetic or terrorist attack or contact with aircraft.
  - damage if the Parcel has not been correctly packaged or the packaging is not appropriate given the contents.

No warranty can be bought to cover the transport of Prohibited or Dangerous Goods, as described in article 2.2 Excluded Goods.

Bpost is entitled to ask for the return of damaged goods for which the Customer demands reimbursement prior to the settlement of the claim. Bpost is entitled to dispose of these goods with a view to trying to reduce the amount of the damage. Bpost no longer has any obligation to pay compensation if the Customer is unable to make these goods available.

7. Complaints

Without prejudice to article V - Liability, the Parcel is deemed to have been delivered in good condition, unless the addressee reports visible damage or visible loss of contents when the Parcel was delivered.

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

- Within seven (7) calendar days[2] (commencing on the date of delivery, not including Sundays or public holidays) in the event of loss of contents or damage that was not visible at the time of delivery
- Within twenty-one (21) calendar days (commencing on the date of the most recent scan shown in the track & trace system) in other cases
- Either
  - By post: Bpost boîte postale 5000 1000 Bruxelles (free postage, no franking needed)
  - By phone: Tel: 02 201 11 11
  - Via online form: http://www.bpost.be/fr/signaler-un-probleme

Provided one of the three preceding stipulations is fulfilled, the Customer is permitted to file a complaint with Bpost Customer Service up to 1 year[3] of the delivery.

2) 14 days for air transport
3) 2 years for air transport

To enable Bpost to handle the complaint, the content and the packaging must be submitted to Bpost for inspection, along with all information and documents that facilitate the investigations and prove the damage.

If the Customer is not satisfied with the outcome orthe handling of the complaint by Bpost, the Customer can contact the Office of the Ombudsman for the Postal Industry, established pursuant to the law of21 March 1991.

Office of the Ombudsman for the Postal Industry
North Gate II, Koning Albert II-laan 8 bus 4
1000 Brussels
www.omps.be - Phone: 02 221 02 20

8. Other stipulations

8.1. Intellectual property rights

8.1.1. 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 thatBpost owns or is licensed to use, will continue to vestin Bpost as owner or license holder and all intellectual property rights ensuing from a change or adaptation to these rights, know-how or developments automatically belong to Bpost.

8.1.2. 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 programs, 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 endeavor to ensure that its employees, agents and sub- contractors also fulfil this obligation.

8.2. Personal data guarantees

For all information relating to the protection of privacy, please refer to our general privacy policy and that relating to our Contractual parcels available on our website https://www.bpost.be/en/privacy.

8.2.1. The Customer acts as Data Controller for the Processing of the Personal Data for which it determines the purposes and the means of Processing, including collecting, entering, storing, updating and transmitting the Personal Data to Bpost.

As a consequence, the Customer assures Bpost that:

(i) the Personal Data has been obtained legally from the Data Subjects by virtue of the Privacy Regulationand that they have been transmitted to Bpost in accordance with this Regulation;

(ii) it provides Bpost with Personal Data that is up to date and relevant to the legitimate purposes setdown in the Contract;

(iii) it has provided the Data Subjects with all necessary and relevant information with regard to the Processing of their Personal Data, in accordance with the Privacy Regulation;

(iv) the Processing does not violate any rights of third parties.

Bpost and the Customer undertake to fulfil all obligations that are imposed on the Data Controller by virtue of the Privacy Regulation for the Processing.

8.2.2. Bpost and the Customer will indemnify the other Party at all times during and after the performance of this Contract for and against all claims, legal acts, legal procedures or losses by a competent authority, a Data Subject and/or a third-party in connection with an actual or alleged breach ensuing from the Processing under this Contract or a failure by the Customer, Bpost or their employees to fulfil data protection obligations under the Contract. Insofar as permitted by the applicable regulations.

(1) the Customer or Bpost is only liable towards the other Party for:

   (i) material losses directly caused by a serious or deliberate mistake by the Customer or Bpost or their employees;

   (ii) death and physical injury of a natural person caused by an act or failure to act of the Customer or Bpost or their employees in the performance of their duties.

(2) the Customer or Bpost is not liable for non-material or indirect losses, including but not limited to economic losses, loss of profit and damage to the reputation or image of the other Party;

(3) the liability of the Customer or Bpost will be limited to the amount that Bpost invoiced the Customer in the year prior to the claim or EUR 250,000 in each contract year, whichever is lower.

8.3. Severability, governing law and jurisdiction

8.3.1. 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.

8.3.2. These General Terms and Conditions are governed by Belgian law. The courts of Brussels are exclusively competent with respect to any dispute pertaining tothe 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.

8.4. Contractual and extra-contractual claims

Within the limits of the law, Bpost and the customer agree that: (i) losses caused by an error or nonfulfillment of a contractual obligation by a party or an auxiliary of a party (including members of staff, employees, directors, managers, agents, representatives, consultants, suppliers, successor contracting parties or subcontractors and rights holders of this party) can only be recovered on the basis of a contractual claim against the party in question in accordance with the stipulations pertaining to liability in the present general terms and conditions; and (ii) neither the party that suffers the losses nor any third party with which a party enters into a contract is permitted to make an extra-contractual claim against the party that caused the losses or its auxiliaries, even if the event giving rise to the losses is also a civil offence, except in the case of deliberate wrongdoing.

The customer will make all reasonable efforts to include a stipulation corresponding to that which is stated in the preceding paragraph in the agreements with its customers relating to or connected with the receipt of services, such that these customers cannot make extra-contractual claims against Bpost or its auxiliaries. If the customer does not make provision for such a stipulation or if a customer of the customer nevertheless makes a claim against Bpost or its auxiliaries for damages that result from the provision of services, the customer will indemnify and defend Bpost and its auxiliaries against this extra-contractual claim.

9. Special conditions applicable to contractual customers

9.1. Authorised Senders

In the context of a special agreement between the Customer and Bpost, Parcels can only be delivered by senders that have been accepted by Bpost and are identified as Authorized Senders in the special agreement.

The Customer remains fully liable for the complianceof the Authorized Senders with his obligations resulting from the special agreement and the present General Terms and Conditions.

The Customer indemnifies Bpost against any possibleclaim that may be made by authorized Senders against Bpost with regard to the Parcels delivered.

9.2. 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 changeto the credit situation or solvency of the Customer (including a change to the credit limit established byBpost 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).

9.3. 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 GEBABEBB
Bpost - Finance & Accounting – Accounts Receivable – Service facturation – Boulevard Anspach 1 Box 1 – 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, Boulevard Anspach 1 Box 1, 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 EUR 12.40 as administration costs for such additional correction requests if the change request is not founded.

Any amount not paid by the due date shall give automatically and without prior notice of default to the legal interest – cfr the interest rate provided for by the Act of 2 August 2002 on combating late payment in commercial transactions – from the due date until the date of full payment.

Bpost also reserves the right to claim fixed compensation of 15% of the invoiced amount or EUR 65, whichever is higher, without prior notice. The failure to state the interest rate or the fixed compensation in any notice of default does not entail any waiving of Bpost8s right to claim interest and/or fixed compensation at a later date. The Customer cannot claim any set-off or retention right vis-à-vis Bpost.

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

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

All amounts are excluding VAT, which shall be charged.

9.4. Termination of the special agreement

9.4.1. 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;

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

9.4.2. 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 reorganization that occurs in such a way that the solvent company established as a consequence continues to be bound by the obligations imposed by the other party under the special agreement.

9.4.3. 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.

9.5. Other contractual stipulations

9.5.1. 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.

9.5.2. Changes to the special agreement

Bpost is permitted, in the event of a change to applicable laws or a decision or other mandatory intervention of a competent authority, 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.

9.5.3. 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 authorized Senders, as mentioned in article 9.1 here above.

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

Bpost, limited company under public law | Centre Monnaie, 1000 Brussels | BTW BE 0214.596.464, RPR Brussel | IBAN BE94 0000 0000 1414 | BIC GEBABEBB | January 2027