

1. DEFINITIONS

The following definitions apply to the terms and conditions set out below that govern this contract of carriage between you and us

"we", "us" and "our" means subsidiaries, affiliates of ABC Mail B.V. and their respective employees, agents and independent contractors;

"you" and "your" means the sender, consignor or consignee of the shipment, holder of this consignment note, receiver and owner of the contents of the shipment or any other party having a legal interest in those contents;

"carriage" means and includes the whole of the operations and services undertaken by us in connection with the shipment;

"shipment" means any envelope, document, package, parcel, satchel or piece of freight given to and accepted by us for carriage and transported under our consignment note;

"consignment note" is an ABC Airway Bill or any other document, used to address your shipment to us made up by you or by us in order to book and accept your shipment;

"prohibited items" means any goods or materials the carriage of which is prohibited by any law, rule or regulation of any country in which the shipment travels;

"postal shipment" is any shipment that is handed over to us for distribution through postal systems or postoffices according to the regulations of the Universal Postal Union (UPU) although we could decide to use private distribution systems;

"postal services" include all our services to prepare and distribute your shipments through postal systems and require a service that is comparable with the services of the postoffice;

"order fulfilment services" include e.g. unloading, storage, internal transport, order fulfilment, loading, invoicing, assembling, cartoning, inventory control, order entry and all other activities that could be agreed between you and us in order to handle your orders and goods;

2. THE PARTY WITH WHOM YOU ARE CONTRACTING

Your contract is with ABC Mail B.V. in Weesp. You agree that we may subcontract the whole or any part of the carriage on any terms and conditions we decide.

3. YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS

By giving us your shipment you accept our terms and conditions set out in this contract of carriage on behalf of yourself or anyone else who has an interest in the shipment irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions also cover anyone we use to collect, transport or deliver your shipment. None of our employees, agents or subcontractors are authorised to waive, alter or modify these terms and conditions. When you give us the shipment with oral or written instructions that conflict with our terms and conditions we shall not be bound by such instructions.

4. PROHIBITED AND RESTRICTED GOODS

4.1 Dangerous Goods

a) Except in the circumstances shown in paragraph 4.1 (b) below we do not carry dangerous goods including those specified in the International Civil Aviation Organisation (ICAO) technical instructions, the International Air Transport Association (IATA) dangerous goods regulations and the European Agreement concerning the international carriage of Dangerous goods by Road (ADR) regulations or any other national or international rules applicable to the transport of dangerous goods.

b) We may at our discretion accept some dangerous goods for carriage in some countries if you have been accorded the status of an approved customer and this must be given by us in writing before your shipment can be accepted. Your dangerous goods will only be accepted if they comply with the applicable regulations (see clause 4.1 a) and our requirements.

4.2 Air Cargo Security Regulations

a) You must ensure and you hereby certify by completing our consignment note or tendering a shipment to us that your shipment does not contain a prohibited article as specified in ICAO Annex 17 or other national or international regulations that govern aviation security. For courier shipments you must give us a full description of the contents of the shipment on our consignment note and your liability is not extinguished by providing this information. Shipments carried by us may be subject to security screening which could include the use of X-ray equipment and you accept that the contents of your shipment may be examined in transit for security reasons.

b) You declare that you have prepared the shipment in secure premises using reliable staff employed by you and that the shipment has been safeguarded against unauthorised interference during preparation, storage and transportation immediately prior to hand over by you to us.

4.3 Prohibited Items

We do not accept prohibited items. Prohibited goods are goods that are forbidden according to international law or according to the law in the country of destination. Prohibited goods could be, among others, drugs, perishable goods, weapons, ammunition, explosive substances, military goods, pornography, politically extreme material.

4.4. Valuable goods

We recommend valuable goods such as precious stones, precious metals, jewellery, money, negotiable instruments, unprotected furniture, glass or china, objects of art, antiques and important documents that include passports, tenders, share and option certificates should not be sent through our network delivery system because it involves the use of mechanical handling and automated sorting equipment together with multiple transshipments on and off vehicles.

5. RIGHT OF INSPECTION

You agree that we, our subcontractors or customs may open and inspect your shipment at any time.

6. CALCULATION OF TRANSIT TIMES AND ROUTING OF SHIPMENTS

Weekend days, public holidays and bank holidays together with delays caused by customs or other events beyond our control are not included when we quote door to door delivery times in our published literature. The route and the method by which we transport your shipment shall be at our sole discretion.

7. SHIPPING DOCUMENTS

7.1. Consignment note

Any consignment consisting of goods or shipments to be handled and distributed by ABC Mail in Weesp need to be packed sufficiently, using ABC Mail bags, cartons, pallets or other packaging material in order to avoid loss or damage during transportation and transshipment of your consignment. On any consignment addressed to ABC Mail you have to affix a consignment note per required ABC Mail service. This could be an Airwaybill printed from our website, an Airwaybill provided by ABC Mail or any other document used as transportation document. Each consignment note needs to state at least the following information:

- Name and address of ABC Mail in Weesp;
- Number of colli, e.g. bags, cartons or pallets used to transport your goods and printed matter;
- Number of kilos of total consignment
- Required service of ABC Mail, e.g. priority parcel, registered mail, parcelplus, expresse etcetera;
- Your complete address and telephone number;
- Unique number for each consignment note

7.2. Customs documents

For Postal shipments it is not required to add an invoice to your shipment. In case your postal shipment contains goods and is destined for a country outside the European Union it is required to affix a CN22 form at the outside of your shipment. The CN22 form could be printed, stamped or affixed as long as the contents and value is clearly visible.

For ParcelPlus- and Expresse shipments you have to enclose an invoice at the outside. only for shipments destined for countries outside the European Union. In case your ParcelPlus shipment is destined for a country outside the European Union also a declaration of origin is required. On request additional documents could be required by us and you have to provide these documents.

8. CUSTOMS CLEARANCE

8.1 Clearing agent

You hereby appoint us as your agent solely for the purpose of clearing and entering the shipment through customs and you hereby certify that we are the consignee for the purpose of designating a customs broker to perform customs clearances and entries if we subcontract this work. If any customs authority requires additional documentation for the purpose of confirming our customs clearance status it is your responsibility to provide the required documentation at your expense.

8.2 Provision of statements and information

You certify that all statements and information you provide relating to the exportation and importation of the shipment will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the shipment or any of its contents you risk a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of your shipment. To the extent that we may voluntarily assist you in completing the required customs and other formalities such assistance will be rendered at your sole risk. You agree to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you provide to us and pay any administration fee we may charge you for providing such assistance.

8.3 Customs charges

Any customs penalties, import duties, storage charges or other expenses we incur as a result of the actions of customs or other governmental authorities or your failure and/or the receiver's failure to provide proper documentation and/or to obtain the required licence or permit will be charged to you or the receiver of the shipment. In the event that we decide to charge the receiver and the receiver refuses to pay the incurred charges you agree to pay them to us together with our fee for the administration involved in this extra work.

8.4 Customs formalities

We will endeavour to expedite all customs clearance formalities for your shipment but are not liable for any delays, losses or damage caused by interference from customs officers or other governmental authorities.

9. INCORRECT ADDRESS AND P.O. BOX NUMBERS

If we are unable to deliver a shipment because of an incorrect address we will make all reasonable efforts to find the correct address. We will deliver or attempt to deliver the shipment to the correct address although additional charges may apply if the correct address is different to the one shown on the address label affixed to your shipment. Deliveries of Expresse and ParcelPlus shipments to post office box numbers are only accepted if the telephone number of the consignee is also provided and you agree that in the event that we are unable to deliver the shipment the shipment will be returned to you.

10. UNDELIVERABLE AND REJECTED SHIPMENTS

Where we are unable to complete the delivery of a shipment we could leave a notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment. If delivery has not been made by us or the receiver refuses to accept delivery the shipment will be returned to us and forwarded to you within a reasonable period of time. Expresse shipments returned from destinations outside the European Union additional charges for transport, customs clearance and duties could be applicable, which charges could be passed on to you.

11. YOUR OBLIGATIONS

You warrant to us that:

- a. the consignment note is completed;
- b. when required by us, the contents of the shipment have been correctly labelled and the address label or labels have been securely fixed by you in a prominent position on the outer surface of the shipment that can be clearly seen by us;
- c. the consignee's full address including the postcode has been accurately and legibly completed on an address label securely fixed by you to a prominent position on the outer surface of the shipment that can be clearly seen by us;
- d. the contents of the shipment have been packed safely and carefully by you to protect against the ordinary risks of transport;
- e. the contents of the shipment does not contain prohibited goods or restricted goods as mentioned in paragraph 4.

You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses including legal costs we incur arising out of you being in breach of any of these warranties.

12. EXTENT OF OUR LIABILITY

We limit our liability for any loss, damage or delay of your shipment or any part of it as follows:

12.1 Postal services

For all our postal services we are not liable for loss, damage or delay from the moment we have received your shipment. No indemnities are applicable for these services, unless you are using our registered mail service or additional insurances. For registered mail a maximum indemnity of EUR 46,00 per parcel is applicable, depending the circumstances and value of the shipment.

Postal services include all the services we provide in order to prepare your shipment for postal distribution from the moment of pick-up till the moment of delivery e.g. collection, sorting, franking, packaging, inserting, addressing, transport and postal distribution.

12.2 ParcelPlus and expresse services

For ParcelPlus and Expresse services we use a combination of transport means. From the moment we have received your shipment the AVC conditions apply on road transport within the Netherlands, the CMR conditions apply on international road transport and the Warsaw Convention 1929 applies (as amended by the Hague protocol 1955) on all airtransportation. Our liability is limited to EUR 500,00 per shipment, depending the circumstances and value of the shipment

12.3 Pallet transport by road

If you require the transportation of pallets by road within, to or from a country that is a party to the convention on the contract for the international carriage of goods by road 1956 (CMR) our liability for loss or damage to your shipment or the part affected is limited to SDR 8 1/3 per kilo . In the case of delay where you can show to us you have suffered loss our liability is limited to refunding to you the charge you paid us for carriage in respect of that shipment or the part which was delayed.

12.4. Orderfulfilment services

On all our orderfulfilment services a maximum indemnity of EUR 10,00 per object applies for loss or damage from the moment we receive your goods till the moment your products are ready for distribution. The indemnity depends on the circumstances and value of the shipment. The maximum indemnity per incident for all your goods is EUR 250.000 in total. Additional insurance could be available when agreed upon between you and us in a separate agreement. The minimum indemnity and own risk per incident is EUR 500.

From the moment your goods are ready for distribution as a postal shipment, parcelplus or expresse shipment of pallet shipment the above mentioned (12.1, 12.2 and 12.3) conditions apply.

Orderfulfilment services are e.g. unloading, storage, internal transport, orderfulfilment, loading, invoicing, assembling, cartoning, inventory control, order entry and all other activities that could be agreed between you and us under this chapter.

13. EXCLUSIONS OF LIABILITY

13.1 Consequential loss

We are not liable for any consequential or special damages or loss (including loss of income, profits, markets, reputation, use of contents or loss of an opportunity) or other indirect loss arising from the loss, damage, delay, misdelivery or non-delivery of your shipment even if we had knowledge that such damages or loss might arise.

13.2 Miscellaneous exclusions

We are not liable if your shipment or any part of it is lost, damaged, delayed or mis-delivered or not delivered at all as a result of:

a) circumstances beyond our control such as (but not limited to): acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;

- force majeure including war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
- national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
- latent defects or inherent vice in the contents of the shipment.

b) your acts or omissions or those of third parties such as:

- you being in breach of (or any other party claiming an interest in the shipment causing you to breach) your obligations under these terms and conditions and in particular those warranties set out in Clause 10;
- an act or omission of any customs, airline, airport or government official.
- the contents of the shipment consisting of any article that is a prohibited item even though we may have accepted the shipment by mistake.

14. CASH ON DELIVERY

14.1 Collection of payments

For cash on delivery service we will collect the payment for your shipment shipment on behalf of you. We will collect the amount of money as stated on the outside of the shipment using our COD labels or COD airwaybills. In all cases we have to receive a file containing the address details and COD amounts via the file upload option on our website or by e-mailing a file to us.

14.2. Not collected COD amounts

The COD amounts are paid by the consignee in cash, by bank cheques or by postal transfer documents. In all cases the COD amounts will be collected by a postman or private courier, subcontracted by ABC Mail. By mistake of these subcontractors, banks or other parties involved and due to the complexity of international bank transfers it is possible that not all COD amounts are collected on time or are not collected at all. ABC Mail is not liable for not collected COD amounts under any circumstances.

14.3 Cheque withdrawal

Cheque withdrawal is liable to many restrictions and conditions. Due to various circumstances e.g. excession of time frames and incorrect cheque completion it is possible that we are not able to cash the cheques of your consignee. In these cases we will hand over the cheques to you in order to settle this issue with your customer directly. We are not liable for cheques that we are can not withdraw.

14.4. Maximum COD amounts

The maxium COD amount is EUR 2500,00 per shipment , unless stated otherwise in a seperate agreement.

14.5. COD transfers

The COD payments are transferred to you on a regular base to the bankaccount of your choice.

15. CLAIMS BROUGHT BY THIRD PARTIES

You undertake to us that you shall not permit any other person who has an interest in the shipment to bring a claim or action against us arising from the carriage even though we may have been negligent or in default and if a claim or action is made you will indemnify us against the consequences of the claim or action and the costs and expenses we incur in defending it.

16. CLAIMS PROCEDURE

If you wish to claim for a lost, damaged or delayed shipment you must comply with the following procedure otherwise we reserve the right to reject your claim:

16.1 Notification in writing

You must notify us in writing about the loss, damage or delay within 21 days after delivery of the shipment or within 21 days of the date the shipment should have been delivered and you must document your claim by sending us all relevant information (e.g. the original invoice) about the shipment and the loss, damage or delay suffered. We are not obliged to act on any claim until our carriage charges have been paid nor are you entitled to deduct the amount of your claim from our carriage charges;

14.2 Inspection

We will assume the shipment was delivered in good condition unless the receiver has noted any damage on our delivery record when he or she accepted the shipment. In order for us to consider a claim for damage the contents of your shipment and the original packaging must be made available to us for inspection;

14.3 Termination

Your right to claim damages against us shall be extinguished unless an action is brought in a court of law within 6 monthes from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage stopped.

17. INVOICING AND PAYMENT*17.1 Payment terms*

You agree to pay our charges for the carriage of the shipment within 7 days from the date of our invoice, unless stated otherwise in our proposal or in our invoice. Our carriage charges are calculated in accordance with the rates applicable to your shipment as set out in our proposal to you. As a matter of course all import duties, value added taxes on goods and all other charges levied on the shipment in the destination country shall be paid by the receiver upon delivery of the shipment and if the receiver refuses to pay you agree that the shipment is returned to you at your account.

17.2 Actual – and volumetric weight

We charge the actual weight of a postal shipment or ParcelPlus shipment. For Expresse shipments we charge the actual weight or the volumetric weight whichever is the higher and the volumetric weight is calculated by multiply all dimensions in centimeters (length, width and height) and devide this number by 6000.

17.3 Item count and weight

We will count and weigh all your shipments at our premises for invoice purposes and distribution purposes. Our item count and item weight will be invoiced to you, although you could have stated different item counts and item weight on your consignment notes and pre-alerts.

17.4. Payments overdue

We have the right to charge all costs (among which the costs for legal procedures and costs of interest) to collect payments overdue to you. These costs are applicable from the date that payment is required. The legal costs of ABC Mail are set at 15% of the outstanding amount with a minimum of EUR 100,00 per invoice. The interest costs are set at 1% per month.

17.5. Acceptance

Invoices are accepted by you unless you have raised objections to our invoice within 7 days of the invoice date.

18. YOUR INDEMNITY IN RESPECT OF EMPLOYEES

You agree to indemnify us against and keep us harmless from all costs claims liabilities and demands of any nature arising directly or indirectly from the redundancy selective re-employment or transfer of any employee or former employee of yours or of any supplier or former supplier to you or of any third party which may in any way arise from the commercial relationship between us and you including but not limited to any liability arising under the European Community Acquired Rights Directive (77/187/EEC, as amended by Directive 2001/23/EC) or national implementing legislation thereof or under any other applicable employment legislation.

19. LAW AND JURISDICTION

In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of this contract of carriage all of which remain in force

All disputes arising from the contract of carriage shall be subject to the laws of The Netherlands and the Amsterdam District Court shall have exclusive jurisdiction.