

GENERAL CONDITIONS FOR THE TRANSPORT OF GOODS 2008

DISCLAIMER

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ARTICLE 1

DEFINITIONS

In these general conditions the following definitions apply:

TNT Post:	Royal TNT Post B.V., with its registered office in The Hague;
Sender:	customer/contracting party entering the contract with TNT Post;
Addressee:	the party to which TNT Post is to deliver the Item pursuant to the Conveyance Agreement;
Item:	a transport unit (such as a parcel, roll container, pallet or piece good) tendered to TNT Post for conveyance, intended for a single Addressee and accompanied by a Transport Document;
International Item:	(presently EU-Pack Special [EPS] parcel, Global Pack. An Item intended for delivery to an area outside of the United Kingdom (outgoing) or an Item originating from such an area (incoming);
Consignment:	a number of Items tendered for conveyance at the same time and by the same Sender, subject to conditions agreed with the Sender regarding, for example, the payment for services, minimum tendering quantities, time of tendering and the Tendering Location;
Conveyance Agreement:	an agreement for conveyance concluded between TNT Post and the Sender governed by these conditions;
Transport Document:	a document (or combination of documents) attached to or enclosed with an Item, specifying the details required for conveyance thereof, such as the Sender's address, the address of the Addressee, barcode and item number;
Tendering Location:	a site or facility designated by TNT Post for the tendering of goods for conveyance;
Service Level:	the entirety of the conditions agreed between TNT Post and the Sender relating to services provided for conveyance.

ARTICLE 2

APPLICABLE REGULATIONS

The following regulations apply to all activities and agreements of TNT Post:

- International transport by road: Convention on the Contract for the International Carriage of Goods by Road, in the version endorsed by the Netherlands (CMR);
- Transport by air: Convention for the Unification of Certain Rules Relating to International Carriage by Air, in the version endorsed by the Netherlands (Warsaw Convention).

In addition to these regulations, the following provisions will apply:

ARTICLE 3

CONFLICTING PROVISIONS

Where there is a conflict of provisions, the provisions of these general conditions will prevail over any non-mandatory statutory provisions of the law or the provisions of the conventions listed in Article 2.

ARTICLE 4

TENDERING CONDITIONS

4.1 TNT Post uses its own Transport Documents as the consignment note. All Items must be accompanied by a fully and correctly completed Transport Document. The Sender's name and address in the United Kingdom must always be stated on the Transport Document. It is the responsibility of the Sender to ensure that Item is properly packed in a way suitable for the nature and contents of the Item.

4.2 Items must be tendered at the Tendering Location designated by TNT Post. TNT Post may designate different Tendering Locations for different categories of Items.

4.3 For tendering a Consignment, TNT Post may set additional tendering conditions relating to the rate, the minimum tendering quantities, time of tendering and Tendering Location.

4.4 If a contract has been concluded for such purpose between the Sender and TNT Post, the Sender may submit an electronic pre-alert for Items to be tendered. The contract sets out details such as the tendering method to be used and how the Sender can obtain information on the Items accepted for dispatch.

ARTICLE 5

RATES AND CHARGES

The rates and charges due for services provided on the basis of the Conveyance Agreement will be determined by the rates (as published by TNT Post) corresponding to Service Level agreed on acceptance of the tender and by the information recorded by TNT Post with respect to quantity, weight, size and the destination of the Item.

ARTICLE 6

PAYMENT

6.1 Payment of amounts due must be made upon acceptance of the Item for conveyance, except where agreed otherwise. If it has been agreed that payment will be made on account, TNT Post's Conditions of Payment will apply.

ARTICLE 7

REFUSAL, SUSPENSION OR TERMINATION OF CONVEYANCE

7.1 TNT Post may refuse to provide or may suspend or terminate conveyance of an Item, and shall when asked state the reasons therefor, if:

- the Sender fails to comply with the requirements set out by TNT Post for acceptance of the Item (with respect to payment, place of tendering, provision or reporting of information, use of a Transport Document, use of a barcode, packing, contents, weight, size, etc.);
- conveyance of the Item might cause a danger to persons or property; this will apply in any case to any instance of conveyance of goods governed by national or international laws and regulations on the conveyance of dangerous goods;
- the conveyance would be in contravention of the law or other mandatory provision, or if TNT Post suspects that the conveyance would be in contravention of the law or other mandatory provision;
- the Sender fails to meet the financial obligations under another agreement with TNT Post;
- TNT Post has any other valid reason to refuse, suspend or terminate conveyance.

7.2 If conveyance of an Item is refused, suspended or terminated, TNT Post shall where possible provide the Sender with an opportunity to take possession of the Item and any documents supplied, and the Conveyance Agreement will be terminated. Without prejudice to its right to demand compensation for any costs incurred, TNT Post shall be entitled to demand payment of the amounts due for the conveyance.

ARTICLE 8

AMENDMENTS TO THE CONVEYANCE AGREEMENT

Except where explicitly agreed with the Sender or the Addressee, the Service Level and/or the delivery address may not be changed once an Item has been accepted for conveyance. The

Sender may request that an Item be returned at any time up to the point of delivery. TNT Post shall endeavour to comply with any such request.

ARTICLE 9

PERFORMANCE OF THE CONVEYANCE AGREEMENT BY TNT POST

Without prejudice to its rights and obligations under the Conveyance Agreement, TNT Post reserves the right to contract third parties to perform part or all of the Conveyance Agreement.

ARTICLE 10

TRANSMISSION TIMES

10.1 TNT Post aims to deliver domestic Items to the address provided by the Sender within the two till three working days following the day that they were accepted for conveyance.

10.2 The Sender or the Addressee shall only have the right to make a claim in respect of transmission times stated by TNT Post if explicitly agreed in writing for the Item in question.

10.3 Target transmission times for the conveyance of (outgoing) International Items are dependent on the country or area of destination.

ARTICLE 11

LIABILITY

11.1 Any compensation payable for loss or damage of domestic Items shall be limited to the repair costs of the items damaged or, if they are lost or damaged beyond repair, their replacement cost to the Sender taking account of depreciation for wear and tear at cost price and excluding VAT where applicable. Such compensation will not exceed the compensation limit of £300.00

11.2 "Extra cover" forms a standard part of the Service Level for the EPS items (International Items sent within the European Union, excluding Greece, Malta and Cyprus), subject to a maximum of £300 per parcel, regardless of the contents of the parcel. "Extra cover" up to a maximum of £100 per parcel, regardless of the contents of the parcel, applies to Global Pack Items (International Items sent outside the European Union, with the addition of Greece, Malta and Cyprus). The provisions of the CMR and the Warsaw Convention regarding "special interest in delivery" (respectively Article 26 of the CMR and Article 22, paragraph 2 of the Warsaw Convention) apply by analogy.

11.3 Compensation will only be paid upon production of the proof of posting receipt and the invoice/purchase invoice.

11.4 TNT Post shall not be liable to pay any refund or compensation in respect of an Item which is damaged, lost or delayed as a result of it being inadequately packaged, incorrectly addressed or accompanied by incomplete posting or customs documentation.

METHOD OF DELIVERY

ARTICLE 12

12.1 General

12.1.1 TNT Post will make deliveries on every day of the week except for the weekend and public holidays, unless this cannot reasonably be expected of TNT Post.

12.1.2 Delivery will be made to the address stated on the Item. TNT Post reserves the right to deliver an item that cannot be delivered to the residential address of the Addressee to the address of an immediate neighbour of the Addressee or a secure location*. In such a case, TNT Post will leave a note to this effect in the letterbox of the Addressee. The conveyance and the responsibility of TNT Post under the Conveyance Agreement will end when the Item is delivered to the neighbour. Should it not prove possible to deliver the Item to an immediate neighbour, a note will be left in the letterbox of the Addressee stating where and when a second delivery attempt will take place or where and when the Addressee can collect the Item

*Only applicable to Domestic Standard product.

12.1.3 The conditions of delivery set out in Article 12.1.1 and 12.1.2 shall apply to domestic Items and International Items. The conditions of delivery for outgoing International Items may vary from country to country.

12.2 First and second delivery; retention

12.3.1 If it proves impossible to deliver an Item by posting in a suitable facility or by manual delivery to the Addressee or an otherwise suitable person, TNT Post will retain the Item for a period not exceeding four weeks. The retention conditions for outbound International Items may vary from country to country.

12.3.2 If delivery has proved impossible and TNT Post has retained the Item, the Addressee will be notified in writing of a possible second delivery attempt*; the period for which and the place where the Item will be retained; the time periods when the Item can be collected from the place where it is being retained; and the procedure employed if delivery cannot be made - for whatever reason - within the retention period.

*The conditions of delivery for outgoing International Items may vary from country to country.

12.3.3 TNT Post shall not retain any Items which it knows or suspects may contain perishables.

12.3 Procedure for undeliverable Items

12.3.1 If the Addressee refuses receipt of an Item or does not collect the Item from a collection point/PO Box station (within the maximum collection period of three weeks) or if retention of the Item is impractical for TNT Post because of its (known or suspected) contents, the Item will be returned to the Sender.

12.3.2 Items that - for whatever reason - cannot be returned to the Sender will be retained by TNT Post for a period of approximately twelve months for collection by the Sender or the Addressee, unless TNT Post knows or considers it likely that the Item itself or the contents of the Item are of no value, or the nature of the contents would make retention impractical for TNT Post, in which case TNT Post reserves the right to destroy the Item or to otherwise dispose of the Item in the manner it sees fit. Items that are considered to be of value will pass to TNT Post after the period of twelve months, referred to above, has elapsed. If TNT Post does not return an Item, it will make every reasonable effort to inform the Sender of the manner in which it disposed of the Item.

12.4.3 If the Addressee refuses receipt of a returned Item or does not collect the Item from a collection point/PO Box station (within the maximum collection period of three weeks), TNT Post will assume that the contents of the Item are no longer of value to the Sender and TNT Post may dispose of the Item in the manner it sees fit.

12.4.4 If the Item cannot be handed over in accordance with the Service Level regarding delivery and retention, TNT Post will be entitled to charge the Sender for the costs, in part or in whole, of returning, retaining and/or destroying the Item.

ARTICLE 13

INFORMATION TO THE SENDER AND/OR ADDRESSEE

Within a period of thirty days from the day of acceptance for conveyance of the Item, the Sender or the Addressee may contact TNT Post to obtain information on the performance of the Conveyance Agreement, provided that they can quote the barcode number on the Transport Document. TNT Post reserves the right to charge administration costs for any enquiries made after the time period stipulated above.

ARTICLE 14

NOTIFICATION OF DAMAGE AND LOSS

TNT Post will assume that the Agreement has been performed according to the specified Service Level, unless it receives notification from the Sender or Addressee within thirty days of the tendering date that the consignment has not been received.

ARTICLE 15

APPLICABLE LAW AND ARBITRATION

15.1 Dutch law shall govern all Conveyance Agreements.

15.2 Disputes involving financial sums that exceed the maximum amounts for the jurisdiction of the civil section of the sub-district court (where appeal is an option) will be heard in first instance by the competent court in Rotterdam.

ARTICLE 16

PROTECTION OF PERSONAL DATA

TNT Post uses data recorded within the scope of the agreement for the purposes of carrying out the agreement and for the purpose of properly providing services. TNT Post also uses personal data to inform the person in question of products and services of TNT Post, its subsidiaries and other directly related companies. It may therefore be necessary to provide third parties with access to the data. If the person concerned does not wish his or her data to be disclosed to third parties, he or she may lodge an objection with TNT Post Legal Affairs, PO Box 30250, 2500 GG The Hague, stating his or her name/company name, address, postcode and country.

ARTICLE 17

AMENDMENTS

TNT Post reserves the right to amend or supplement these conditions. Except where agreed or provided for otherwise, amendments or additions shall apply until further notice to all Conveyance Agreements concluded on or after the date of introduction of such amendments and/or additions.