

B2C Europe

Terms and conditions

1. DEFINITIONS AND INTERPRETATION

The capitalized words used in these terms and conditions shall have the meaning set forth below:

Business Day shall mean any week day apart from Saturdays, Sundays and public holidays in the country of the Recipient;

Conditions shall mean these general terms and conditions which terms shall also include the Offer, the Service Guide as updated by the Company from time to time and laws and conventions expressly referred to herein;

Company shall mean B2C Europe Holding B.V. a private limited company established and registered in the Netherlands, its subsidiaries, affiliates and branches, as well as their respective employees, agents and (unless the context requires otherwise) independent sub-contractors which accepts the Shipment from the Customer;

Consignment Note shall mean a document containing information about the Consignee, the Shipment itself and its fee.

Customer shall mean the person at whose request or on whose behalf any Services are performed, and includes any successors and assigns of that person and any and all agents and/or representatives of such person;

Dangerous Goods shall have the meaning set out in the Service Guide;

Offer shall mean a document signed by the Customer as proof of acceptance of the Conditions, the Service Guide and other terms for the Services set out in the Offer;

Pre-alert shall mean a Waybill or any other document or file, used to address Customer's Shipment to the Company, made up by the Customer,

its suppliers or by the Company to book and accept the Shipment; Prohibited Goods shall have the meaning set out in the Service Guide;

Recipient or Consignee shall mean the person or entity whose name is listed on the shipping document (Waybill or shipping label) as the recipient of the Shipment, the owner of the Shipment, and all other persons lawfully entitled to possession of the Shipment upon delivery;

Service Guide shall have the meaning set forth in paragraph 3 of the Conditions;

Services shall mean the whole of the operations and services undertaken by the Company in connection with the carriage of the Shipment to the Recipient as described in the Service Guide;

Shipment shall mean one or more bags, boxes, trolleys, parcels or pieces holding items of a Customer for storage and/or carriage by the Company to a Recipient;

Fragile Goods shall have the meaning set out in the Service Guide;

Waybill means any shipping document, manifest, label, stamp, electronic entry or similar item used to

identify Shipments tendered to the Company for transportation and/or storage;

2. APPLICABILITY AND SCOPE

2.1 All Offers made by the Company are subject to these terms and conditions that apply to all activities of the Company in arranging transportation, distribution, handling or providing related services,

such as, but not limited to, warehousing, fulfilment and any other kind of logistics services.

- 2.2 The services to be performed by the Company for the benefit of the Customer are expressly set out in the Offer. By signing the Offer the Customer has agreed to the Conditions, which shall be deemed to be incorporated in any agreement between the Company and the Customer in respect of any Shipment.
- 2.3 If there is any conflict or inconsistency between these Conditions and the Offer, the Conditions contained herein shall prevail and govern. No employee or agent of the Company is authorized to change, modify or waive any of these Conditions without the written consent of an authorized executive of the Company.
- 2.4 These Conditions are effective January 1, 2017 and are subject to change without notice. These Conditions supersede and replace all previous terms and conditions published by the Company.
- 2.5 Any amendment to these Conditions shall be published on the Company's [website](#). Prior to any amendment to these Conditions the Customer will be notified thereof by email. Your continued use of the Company's services after receipt of such email and after publication of the amended Conditions on our website shall constitute acceptance of the amended Conditions.
- 2.6 The general terms and conditions of the customer shall not apply and are expressly rejected.

3. SERVICE GUIDE

- 3.1 In these Conditions reference, will be made to the Service Guide,

which shall be deemed to be incorporated in any agreement between the Company and the Customer in respect of any Service.

- 3.2 The Service Guide is attached as an appendix to the Offer and/or is also published on the Company's [website](#).
- 3.3 The Service Guide contains an explanation of the Services, rules and regulations governing the Services, restrictions, guidelines and instructions for the Customer.
- 3.4 The Customer agrees to comply with the instructions and restrictions in the Service Guide concerning weight and size limits, packaging and labelling and prohibited and restricted items and the Customer agrees to the limitation of liability set forth in the Service Guide.
- 3.5 If there is any conflict or inconsistency between these Conditions and the Service Guide, the Conditions contained herein shall prevail and govern.
- 3.6 The Service Guide is subject to change without notice. Any amendment to the Service Guide shall be published on the Company's [website](#). Your continued use of the Company's services after publication of the amended Service Guide on our website shall constitute acceptance of the amended Service Guide.

4. SHIPPING DOCUMENTS

Packaging

- 4.1 It is Customer's responsibility to pack each Shipment in accordance with the instructions set out in the Service Guide.

4.2 Except where it is agreed that the Company is to prepare, pack, label or mark the Shipment the Customer warrants that all Shipments have been properly and sufficiently prepared, packed, labelled and/or marked, and that the preparation, packing, labelling and marking are appropriate to any operations or transport affecting the Shipments.

4.3 Instructions and limitations in connection with weight and size limits of packages of any Shipment are set out in the Service Guide.

Pre-alert note

4.4 The Customer shall affix a Consignment Note on each Shipment addressed to the Company. Each Consignment Note shall at least include the following information:

- Name and address of the respective branch, affiliate or subsidiary of the Company;
- Number of Shipments;
- Detailed description and quantity of goods;
- Unique number of each Shipment;
- Customer details;

4.5 Shipments sent directly (without entering the Company's warehouse) to a Recipient shall always include the complete address of the Recipient and its telephone number or email address.

Customs documents

4.6 It is Customer's responsibility to ensure that all custom forms required for shipment have been accurately completed in compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import and export laws and government regulations of any country to, from, through or over which the Shipment may be carried.

4.7 The Customer recognises that failure to fully complete and sign the customs declaration (where applicable) may result in customs clearance delays and/or loss or damage to a Shipment, or can in some instances lead to Shipments being returned to sender or even seized by customs, all for which the Company bears no responsibility.

4.8 If a Shipment is destined for a country outside the European Union, or if the Shipment will despatch from a country outside the European Union entering the European Union, it is necessary to affix a CN22 or CN23 form to the outside of the Shipment. The CN22 or CN23 form can be printed, stamped or affixed as long as the contents and value is clearly visible. A CN22 form is used for Shipments with value up to 300 SDR and a CN23 form is used for Shipments with value above 300 SDR.

4.9 For items not packed by the Company, it is the Customer's responsibility to affix and complete the CN22 or CN23 form and also to include three copies of the commercial invoices.

4.10 For all Shipments packed by the Company, the CN22 or CN23 form will be completed by the Company on behalf and with full authorization of the Customer. The Company will not be liable for any taxes or duty payable resulting from the completion of such forms.

4.11 For Shipments destined for countries outside the European Union the Customer shall affix an invoice on the outside of the Shipment. Additional documents may be required for items that are not packed by the Company. For all items packed by the Company, the invoice documents will be completed by the Company on behalf and with full authorization of the Customer. The Company will not be liable for any taxes or duty payable resulting from the completion of such forms.

4.12 To the extent that the Company may voluntarily assist the Customer in completing the required customs documentation and other

formalities, such assistance will be rendered at the Customer's risk. The Customer agrees to indemnify and hold the Company harmless from any claims that may be brought against the Company arising from the information the Customer provides to the Company and pay any administration fee the Company may charge the Customer for providing such assistance.

5. CUSTOMS CLEARANCE

Provision of statements and information

- 5.1 Shipments entering the European Union or leaving the European Union may have to be cleared through Customs in the destination country prior to delivery to the Recipient.
- 5.2 The Customer warrants that all statements and information it provides relating to the importation of any Shipment to the Company or Recipient from outside the European Union will be true and correct.
- 5.3 The Customer is responsible for making sure Shipments are acceptable for entry into the destination country. All charges for shipment to and return from countries where entry is not permitted are the Customer's responsibility.
- 5.4 In the event the Customer makes untrue or false statements about the Shipment the Customer risks a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of the Shipment.

Customs charges

- 5.5 Any customs penalties, import duties, value added taxes on goods, storage charges and all other charges levied on the Shipment in the country of import or the destination country or other expenses the Company incurs as a result of the actions of customs or other governmental authorities, or Customer's failure and/or the Recipient's failure to provide proper documentation and/or to obtain the required licence or permit, will be charged to the Customer or the Recipient of the Shipment. In the event that the Company charges the Recipient and the Recipient refuses to pay the incurred charges the Customer agrees to pay those charges to the Company along with the additional administration fees.

Customs formalities

- 5.6 The Company will endeavour to expedite all customs clearance formalities for Customer's Shipment. The Company shall, however, in no event be liable for any delays, losses or damage caused by or as a result of interference from customs officers or other governmental authorities.
- 5.7 When Shipments are held by customs or other agencies due to incorrect or missing documentation, the Company may first attempt to notify the Customer. If the Customer fails to provide the information or documentation within a reasonable time as the Company may determine, the Shipment will be considered undeliverable. The Company assumes no responsibility for its inability to complete a delivery due to incorrect or missing documentation, whether or not it attempts to notify the Customer. The Company shall be entitled to charge an administrative fee for obtaining such corrective or complete information.
- 5.8 The Company reserves the right to assess extra charges for customs clearance or for services ancillary to the customs clearance of Shipments.

6. PROHIBITED AND RESTRICTED GOODS

- 6.1 The Company does not accept Shipments containing Dangerous Goods, Prohibited Goods and Fragile Goods.
- 6.2 The Company reserves the right to refuse, cancel, postpone or return any Shipment at any time if the Company suspects or has reason to believe that such Shipment is likely to hold or contain Dangerous Goods or Prohibited Goods.
- 6.3 The Company's guidelines, regulations, restrictions and instructions relating to Dangerous Goods, Prohibited Goods and Fragile Goods are set out in the Service Guide.
- 6.4 Shipments may be subject to security screening including the use of X-ray equipment. The Customer accepts that the contents of the Shipment may be examined in transit for security reasons.
- 6.5 Except in the event the Shipments is prepared and/or packed by the Company, the Customer declares that the Shipment has been prepared and packed in secure premises using reliable staff employed by the Customer and that the Shipment has been safeguarded against unauthorized interference during preparation, storage and transportation immediately prior to hand over by the Customer to the Company.

7. ROUTING OF SHIPMENTS AND DELIVERY TIMES

- 7.1 The Company reserves the right to route a Shipment in any way it deems appropriate and to decide the manner or procedure to be adopted for any or all of the various acts that will be necessary for the

completion of the Services.

- 7.2 The Customer hereby authorises the Company to contract with any sub-contractor for the carriage, movement, transport or storage of the Shipment or for the performance of all or any part of the Services pursuant to these Conditions.
- 7.3 The Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the Shipment. The Company does not assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a Shipment is in the custody or control of a third party or the agent of a third party. In connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.
- 7.4 The delivery times for each of the Services are as set out from time to time in the Service Guide. Those delivery times are for information purposes only and shall in no event have binding effect on the Company.

8. DELIVERY OF SHIPMENTS

- 8.1 For each Shipment, the Customer may choose one of the available delivery options [set out in the Service Guide].
- 8.2 In the event, no one is present at the relevant address to take delivery of the Shipment or if the Company is unable to deliver the Shipment because of an incorrect address, the Company may attempt to deliver the Shipment in the way it deems appropriate and the Company

reserves the right to leave a notice at the Recipient's address stating that delivery has been attempted and the whereabouts of the Shipment.

- 8.3 Additional charges may apply if the correct address of the Recipient is different to the one shown on the address label affixed to the Shipment or provided in a pre-alert file by the Customer. Deliveries of Shipments to post office box numbers or any other place accessible to the Recipient are accepted only in case the telephone number of the Recipient is provided on the Waybill and the Customer has agreed that in the event the Shipment cannot be delivered the Shipment will be returned to the Customer and any charges will be passed on to the Customer.
- 8.4 If the Company is unable to complete delivery of a Shipment for any reason to be determined by the Company at its sole discretion, the Shipment will be deemed undeliverable. In that event the Shipment will be returned to the Company and forwarded to the Customer within a reasonable period of time. Shipments returned may incur additional charges for transport, customs clearance and duties, and these charges could be passed on to the Customer.

9. PRICING, INVOICING AND PAYMENT Prices

- 9.1 A rate card for the Services is attached to the Offer as an appendix.
- 9.2 The Company reserves the right to review and adjust all prices and charges displayed on the rate card on an annual basis.
- 9.3 The Company also reserves the right to alter the prices at any time if material changes occur in carriage rates, exchange rates or other relevant price components, including product prices and fuel

surcharges, which are beyond the Company's control.

- 9.4 The Company may charge a reasonable surcharge if it becomes apparent that: a. the Shipment does not comply with the requirements for franking, weight, size, contents, address format and/or packaging, as instructed by the Company either in these Conditions or in the Service Guide; b. the information provided by the Customer pursuant to these Conditions is incomplete or incorrect; c. there are other valid reasons.
- 9.5 Quotations in the Service Guide as to rates of duty, freight charges, or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice.

Payment terms

- 9.6 Payment of the Company's invoices shall be made within 14 days from the date of the Company's invoice unless stated otherwise in the Offer or in the invoice. All invoices must be paid in full by the due date. Any customs penalties, import duties, value added taxes on goods shall be paid within 7 days.
- 9.7 The Customer waives all rights to challenge the invoices if it does not contest the invoice in writing within 7 days from the date of the invoice. Our charges are calculated in accordance with the rates applicable to the Shipment as set out in the applicable rate card.
- 9.8 The Customer shall not have any right to offset or deduct unpaid transportation or other charges due and owing to the Company against unpaid claims for loss or damages, claims for overcharges, or any other claims asserted against the Company. The Company is not obligated to act on any claim until all Service charges are paid in full.

Actual and volumetric weight

9.9 The charges for the Services are calculated in accordance with the rates applicable to the Shipment as set out in the applicable rate card. For some of the Services the Company charges the actual weight or the volumetric weight, whichever is greater. The volumetric weight of a Shipment is calculated by multiplying all dimensions in centimetres (length, width and height) and dividing this number by 5000.

Item count and weight

9.10 All items in each Shipment will be counted and weighted for distribution purposes and calculation of the prices. The Customer agrees that the weight and/or volume and/or the number of items that the Company determines may be used for the purpose of calculating the price for a Shipment.

9.11 Packages in a Shipment are subject to maximum size and weight limitations which are set out in the Service Guide. The Customer shall ensure that each Shipment complies with the weight and size limitations as set out in the Service Guide.

Payments overdue

9.12 If the Customer fails to make payment on the due date the Company shall be entitled to suspend all credit facilities and to charge interest on the amount outstanding from the day following the due date. The rate of interest charged shall be 1% per month or 0,03% per day. The Company reserves the right to suspend any of its Services in case of late or non- payment.

9.13 The Company reserves the right to charge all costs (among which the

costs for legal procedures and costs of interest) to collect payments overdue from the Customer. The Customer agrees to pay reasonable and proper cost of collection of invoices not paid on the due date. Without prejudice to the right of the Company to claim payment of actual legal fees, the legal costs of the Company to collect its invoices are fixed at 15% of the outstanding amount with a minimum of EUR 100.00 per invoice.

10. LIABILITY

10.1 Except as specifically set forth herein, the Company makes no express or implied warranties in connection with the Services. The Company's liability for loss of, or damage to Shipments is limited as set out in the Service Guide and these Conditions.

10.2 Depending on the Service that was used the Customer may be entitled to claim payment of transit liability up to the limits as set out in the Service Guide, subject always to the provisions of these Conditions. Claims for loss or damage to a Shipment must be filed in writing, within the time limits set forth herein, addressed to the branch of the Company specified in the Offer. In the event the Customer fails to file a written claim within the time limits set forth herein, the Company shall have no liability for such claim and no further action may be brought against the Company.

10.3 If the Recipient accepts the Shipment without noting any damage on the delivery receipt, or other delivery document, it will be presumed that the Shipment was delivered in good order and condition and any loss or damage reported thereafter shall be considered concealed damage. All claims for concealed damage must be reported to us within thirty six (36) hours from the date of delivery and a written claim must be filed within 14 days from the date of delivery, otherwise your claim will be declined. In order for us

to process your claim, you must make the contents, original shipping cartons and packing available for inspection.

10.4 The Company does not accept liability for any loss of contracts, business, profits, revenue, anticipated savings, markets, reputation, use of contents or loss of an opportunity or any indirect or consequential loss or damage arising from the loss, damage, delay, mis-delivery or non-delivery of Shipment, or otherwise even if the Company had knowledge that such damages or loss might arise.

10.5 In addition to other transit liability exclusions set out in the Service Guide, the Company shall not be liable (whether for the payment of transit liability or refunds or otherwise), for loss, damage or delay to the extent that such results from any acts or omission of the Customer or Recipient, such as its failure to adhere to the Company's policies regarding the payment of duties and taxes and:

- due to latent or inherent defect, natural deterioration of items; or
- the Company's failure or inability to attempt to contact the Customer or Recipient concerning incomplete or inaccurate address, incorrect or incomplete documentation, non-payment of duties and taxes necessary to release a Shipment.
- or circumstances outside its reasonable control, including (without limitation):
 - acts of god including earthquakes, flooding, any adverse weather conditions;
 - force majeure including war, accidents, acts of public enemies, strikes, embargoes, local disputes or civil commotions, theft or robbery;
 - traffic congestion, mechanical breakdown, obstruction of public highway or from any industrial action whatsoever;
 - acts or omissions of customs, airline, airport or other regulatory agencies;

10.6 The Customer shall indemnify and hold the Company harmless from any claim or action arising from the Services against the Company from any third party holding an interest in a Shipment.

11. TERM AND TERMINATION

11.1 The Company shall perform the Services pursuant to the Offer for an indefinite period of time. The Company and the Customer may terminate their agreement subject to three months' notice.

11.2 Either the Customer or the Company is entitled to terminate the agreement with immediate effect in case of a material breach by the other party and such breach has not been remedied within 14 days after a written notice of default or if it becomes apparent that the other has become insolvent, has had a receiver appointed, has called a meeting of creditors, resolved to go into liquidation (except in case of a merger or restructuring), has suffered a petition for compulsory winding up or any similar (insolvency) procedure existing in the country where the respective party is registered.

12. CONFIDENTIALITY AND DATA PROTECTION

Confidentiality

12.1 Each party undertakes to keep and treat as confidential and not disclose to any third party any information relating to the business or trade secrets of the other, nor make use of such information for any purpose whatsoever. Each party should only inform those employees who need to know for the purposes of the Services. The foregoing obligations shall not extend to information which is: (a) in or comes

into the public domain other than by breach of the Conditions; (b) in the possession of the one party prior to receipt from the other party; (c) received bona fide by one party from a third party not receiving the information directly or indirectly from the other party. However, nothing in these terms and conditions shall operate so as to prevent either party or any of its staff from making use of know-how acquired, principles learned or experience gained during the execution of the services. This paragraph is binding during the duration of the contract and for a period of 5 [five] year after termination and each party shall so bind its directors and employees.

User data

12.2 All information provided to the Company by the Customer is considered to be confidential. The Company may process the personal data for the purpose of providing the Services, and may share the personal data with its agents or sub-contractors or affiliates or other third party service providers for the purpose of providing or improving the Services.

13. NOTICES

13.1 All notices required to be given hereunder shall be given in writing by sending the same by hand delivery, registered mail or email.

13.2 A notice or other communication will be deemed to have been received:

- in the case of hand delivery, at the time of actual delivery to the recipient's address;
- in the case of delivery by registered mail, on the day of delivery according to the registration thereof;
- in the case of delivery by email, the earlier of: (i) the sender's

receipt of confirmation of successful delivery; or (ii) one day after dispatch, provided the sender does not receive any indication of the failure of, or delay in, delivery, or non-receipt by the intended recipient, within one day after dispatch. Dispatch occurs when the relevant email first leaves the sender's network for delivery to the recipient's address.

13.3 If a notice or other communication is received or deemed to have been received after 5 pm on a Business Day in the place to which it is sent, or on a day which is not a Business Day in that place, it will be deemed to have been received on the next Business Day.

14. REMEDIES AND WAIVERS

14.1 No delay or omission on the part of either party in exercising any right, power or remedy provided by law or under the Conditions shall: (a) impair such right, power or remedy; or (b) operate as a waiver thereof.

15. ENTIRE TERMS AND CONDITIONS, THIRD PARTY RIGHTS AND SEVERABILITY

15.1 The Conditions, the Service Guide and the Offer embody the whole legal and contractual relationship between the parties relating to the Services and, except in the case of any fraudulent misrepresentation made by either party in connection with the subject matter of these Conditions and/or save as may be expressly referred to or referenced herein, terminates, cancels and supersedes all prior terms and conditions, understandings or representations with respect to the subject matter hereof.

15.2 Insofar as any provision contained or referred to in these Conditions may be contrary to any applicable international treaty, government regulations, orders, or requirements, such provision shall be limited to the maximum extent permitted and, as limited, shall remain in effect as part of the agreement between the Company and the Customer. The invalidity or unenforceability of any provision shall not affect any other part of these Conditions.

16. 16. LAW AND JURISDICTION

16.1 To the extent not governed by international treaty or conventions all disputes, claims or actions arising hereunder shall be governed by, construed and interpreted in accordance with the laws of the Netherlands.

16.2 All disputes arising out of or in connection with these Conditions shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three [3] arbitrators appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply.

16.3 The place of arbitration will be the country of the Company's branch office that signed the contract with the Customer. The language of arbitration will be English.