

General Terms and Conditions for Postal Delivery

Article 1 - Definitions

Addressee(s):	the person or organisation indicated on the Postal Item and/or on the documents pertaining to the Postal Item and/or the Postal Address to whom respectively where the Postal Item must be delivered;
Address File:	the file with address details of Addressees prepared by or under the authority of the Client and made available to Sandd for Delivery;
Agreement:	each and every agreement that is concluded by and between Sandd and the Client, in any way whatsoever, and each and every change of or addition to the same as well as any and all (legal) acts for the preparation and implementation of said agreement;
Client:	the legal person or natural person that concluded an agreement with Sandd for delivery of one or more Postal Items;
Consignment Location:	the location stipulated between Sandd and the Client where the Postal Items for Delivery must be handed in by the Client or, if a location has not been stipulated, the location where Sandd takes receipt of Postal Items for Delivery;
Delivery:	the whole of activities that are performed in order to deliver the Postal Items at the Postal Address;
Delivery Day(s):	the days per week established by Sandd on which Postal Items are delivered by Sandd;
General Terms and Conditions:	the present General Terms and Conditions for Postal Delivery;
Order Confirmation:	the document prepared by Sandd on which the order data are specified with regard to the Postal Items offered for Delivery by the Client;
Postal Address:	the address or post box number (including postcode) of the Addressee;
Postal Item(s):	documents and written communications, whether or not packaged;
Post Supply Form:	the document pertaining to the Postal Item on which the data of the Client are indicated with regard to Postal Items offered for Delivery by the Client;
Sandd:	the private company with limited liability Sandd B.V., having its registered office and its place of business in Apeldoorn, as well as the other group companies, to the extent that they declared these General Terms and Conditions applicable;
Sandd Code:	the code used by Sandd that contains the data important to the Delivery.

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Article 2 - Applicability

- 2.1 These General Terms and Conditions are applicable to any and all (oral or written) proposals and offers of Sandd, in the broadest sense of the word, as also to any and all Agreements, unless expressly stipulated otherwise in writing.
- 2.2 The applicability of any general or specific terms and conditions or stipulations used by the Client is expressly rejected and declared non-applicable by Sandd.

Article 3 - Conclusion of Agreement

- 3.1 Any and all (oral or written) offers of Sandd are subject to contract, unless a time limit for acceptance respectively validity was agreed on in writing in advance.
- 3.2 The Agreement is concluded if Sandd and the Client agree on the same orally or in writing or through acceptance by Sandd of the Postal Items offered for Delivery by the Client.
- 3.3 Sandd cannot be bound by possible printing, typographical and/or counting errors and/or obscurities in offers or quotations.
- 3.4 If Sandd and the Client conclude a written Agreement then it replaces any and all previous correspondence or other communications, made either in writing or orally.

Article 4 - Supply of Postal Items

- 4.1 The Client supplies the Postal Items to Sandd for Delivery at the Consignment Location at the stipulated time.
- 4.2 When supplying the Postal Items the Client issues and signs a Post Supply Form. The person who issues and signs the Post Supply Form on behalf of the Client is deemed to represent the Client. In addition, when supplying the Postal Items the Client also supplies three blank samples of the Postal Items.
- 4.3 The Client makes the Address File available to Sandd in the manner indicated by Sandd at the latest at the stipulated time.

Article 5 - Delivery of the Postal Items

- 5.1 The Client can, where possible and exclusively prior to the moment that the offered Postal Items are sorted by Sandd, reclaim the Postal Item(s). Sandd charges cancellation costs for this. The Client does, however, remain liable to pay the fee for the Delivery.
- 5.2 The delivery of the Postal Item takes place through depositing of the Postal Item in the letterbox, letter slit or post box pertaining to the Postal Address mentioned on the Postal Item. Should the Postal Item unexpectedly not fit in the letterbox, letter slit or post box or if a letterbox or letter slit is absent then the Postal Item is qualified as undeliverable and the provisions set forth in article 6.2 of these General Terms and Conditions apply.
- 5.3 Postal Items meant for Addressees in hospitals, homes for the elderly, barracks, encampments, recreational areas, and other premises and complexes where the Addressee does not have a letterbox accessible to the public are delivered in the shared letterbox or handed to the person designated for that purpose or, failing a thereto designated person, to the administrator of the complex. If the access to these kinds of delivery locations is impossible then the Postal Item is qualified as undeliverable and the provisions set forth in article 6.2 of these General Terms and Conditions apply.

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- 5.4 If Sandd is by law or pursuant to regulations or a judicial ruling held to deliver the Postal Item to a party other than the Addressee then Sandd shall deliver the Postal Item to said other party.

Article 6 - Return post

- 6.1 Return post of the Addressee is usually returned by the recipient ('return to sender') via the pillar-boxes of PostNL, after which PostNL returns this post to Sandd (being the return address indicated on the Postal Item). PostNL can also return the return post directly to the Client.

Sandd passes all costs incurred by the same, also including the costs that PostNL charges to Sandd for the return post, on to the Client. These costs are added to the usually charged rates for postal delivery. The fee for the return scheme is annually re-established and is included on the invoice as a separate line.

- 6.2 Sandd informs the Client that Postal Items were returned as undeliverable. If the Client indicates this in writing then said undeliverable post is returned to the Client in a manner to be determined by Sandd. Sandd passes all costs that are associated with the return of the undeliverable post on to the Client.

Article 7 - Rates and fees

- 7.1 The Client is liable to pay the fee stipulated for the Delivery.
- 7.2 The Client supplies all data to Sandd that are important to the determination of the payable fee for the Delivery, including data regarding the quantities and content of the Postal Items. Sandd determines the payable fee on the basis of the Address File supplied by the Client as also on the dimensions and the weight. In case of uncoded post the quantities are determined by (machine) counting and/or on the basis of the quantities that are established by the sorting machine in case of unsorted post.
- 7.3 Sandd increases the rates on 1 January of each calendar year in conformity with the NEA index applicable to that year. The NEA index is the cost index for transport and ancillary activities and serves as the basis for rate increases at Sandd. Sandd reserves the right to, apart from the NEA index, implement interim other rate increases.
- 7.4 Sandd is authorised to adjust the rates for Delivery in case of cost increases beyond the control of Sandd. Sandd communicates this kind of adjustment to the Client in writing in the course of which the Client can terminate the Agreement within one month after communication of the adjustment in consideration of the notice period included in the Agreement.
- 7.5 Barring to the extent stipulated or indicated otherwise, the rates applied by Sandd are excluding turnover tax (VAT) and other duties that are officially imposed. In addition the rates used by Sandd are excluding costs for the return scheme (article 6) and excluding possible other surcharges.

Article 8 - Payment

- 8.1 The Client pays the payable amounts to Sandd within 14 days after the date of invoice, without deduction, discount, or setoff. Payment must take place in Dutch currency by means of a remittance to a bank account to be indicated by Sandd. Objections to the amount of the invoice shall not suspend the payment obligation.

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- 8.2 The Client is, after having been demanded to pay at least once and without any further notice of default being required, liable to pay interest on all amounts that were not at the latest paid on the last day of the payment term as intended in paragraph 1 of this article as from said day up to the day of satisfaction in full, which interest equals the statutory interest then applicable in the Netherlands.
- 8.3 Any and all judicial and extrajudicial (collection) costs incurred by Sandd as a result of non-compliance of the Client with its payment obligations are at the expense of the Client.
- 8.4 If a payment term is overstepped then Sandd is entitled to suspend its obligations on account of the Agreement and possible other Agreements until satisfaction in full has taken place, without prejudice to the right of Sandd to compensation and without being liable to pay any compensation to the Client.
- 8.5 If the financial position or the payment history of the Client gives, at the discretion of Sandd, cause to this then Sandd shall be entitled to desire of the Client that the latter forthwith provides (additional) security in a form to be determined by Sandd and/or pays an advance. If the Client fails to provide the desired security or to pay the advance then Sandd shall be entitled to, without prejudice to its other rights, immediately suspend the further implementation of the Delivery and everything that the Client is liable to pay to Sandd immediately falls due.
- 8.6 The payments made by the Client are first applied to any and all payable costs, then to satisfaction of the payable interest and then to satisfaction of claimable invoices that are outstanding the longest, even if the Client indicates that the payment is related to a later invoice.
- 8.7 Invoicing via intermediaries (Graphic Processors, DM firms, Advertising Agencies, etc.) is possible. In that case Sandd prepares a guarantee for the original Client in which the latter declares to guarantee payment if the intermediary does not comply with its payment obligation.

Article 9 - Personal data protection; Address File

- 9.1 To the extent that the Address File contains personal data within the meaning of the Dutch Personal Data Protection Act ('PDPA') it is noted that the Client is qualified as the 'controller' and Sandd as the 'processor' within the meaning of the PDPA. Unless expressly stipulated otherwise Sandd only uses the data from the Address File for the implementation of the Agreement, including for the benefit of the (quality control of the) Delivery. The Client is personally responsible for the fact that the supply of personal data to Sandd takes place in accordance with the PDPA.
- 9.2 Sandd only processes personal data in a proper and accurate manner and in accordance with the PDPA. Sandd commits not to disclose personal data that Sandd becomes familiar with during the implementation of the Agreement or otherwise during the Delivery of the Postal Items to third parties, barring to the extent that this is required for a proper performance of the contracted activities or when Sandd is held to do so by law or pursuant to other regulations.
- 9.3 The Client indemnifies Sandd, barring intent and/or gross negligence of Sandd, against any and all claims that are instituted against Sandd on account of a violation of the provisions set forth by or pursuant to the PDPA.
- 9.5 As the processor within the meaning of the PDPA Sandd is authorised to suspend the implementation of the Agreement if the Client acts in breach of the provisions set forth by

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- or pursuant to the PDPA. Sandd shall not be liable for any damages deriving there from. The Client is liable vis-à-vis Sandd for any and all damages deriving from the suspension.
- 9.6 Sandd is authorised to take cognisance of the content of unsealed Postal Items, however exclusively to, in case of undeliverability, be able to establish the address of the Client or the Addressee or to determine the fee payable for the Delivery.
- 9.7 Sealed Postal Items that are qualified as undeliverable within the framework of the Delivery and cannot be returned to the Client are only opened on the instruction of the District Court in The Hague (Sub-district Sector) to, to the extent required for the establishment of the address of the Client or the Addressee, take cognisance of the content of the Postal Item. Sandd shall at all times respect the privacy of correspondence established in the Dutch Constitution and shall act accordingly. Sandd passes on possibly incurred costs to the Client.
- 9.8 The Client can, after having obtained written consent, enrich (have enriched) Address Files by adding Sandd code, bundle and/or pallet data and sorting of the address lines. The Client shall always perform (have performed) these activities at its own expense and risk and see to it that the relevant applicable rules and procedures are complied with. Sandd does not need to subject these kinds of enriched Address Files to further checks. The supply of enriched Address Files that were not prepared in accordance with the instructions of Sandd may imply that the Delivery is delayed or becomes unfeasible. The Client acknowledges that Sandd is not liable for this and indemnifies Sandd against possible claims of third parties in connection therewith.
- 9.9 For the efficient performance of the accounts receivable administration Sandd relies on credit management information. That is why Sandd can, if there is ground for this, share data regarding outstanding invoices as well as the payment history in a database where this is used in anonymous form for the benefit of statistical analysis and data enrichment.

Article 10 - Risk and liability

- 10.1 Sandd is responsible for the Postal Item as from the moment that the Postal Item was delivered at the Consignment Location or was picked up and the Client signed a consignment note with specifications up to the moment of delivery of the Postal Item at the Postal Address or return to the Client.
- 10.2 Sandd shall never be liable for any indirect damages of the Client or third parties, also including consequential damages, immaterial damages, trading losses, lost income and/or losses due to delays. The liability of Sandd for direct damages is limited in conformity with the provisions set forth in this article.
- 10.3 A Postal Item is deemed not to have any value, unless the Client satisfactorily demonstrates the contrary. In the latter instance the liability of Sandd shall be limited to the value of the Postal Item, established in accordance with the provisions set forth in section 1103 of Book 8 of the Dutch Civil Code, with the understanding that Sandd shall not be liable over an amount as established in pursuance of section 1105 of Book 8 of the Dutch Civil Code.
- 10.4 Sandd shall not be liable for damages resulting from the fact that it was unable to comply with its obligations on account of force majeure. Force majeure is understood as each and every circumstance beyond the control of Sandd as a result of which compliance with its obligations vis-à-vis the Client is, either in full or in part, hindered or as a result of which compliance with its obligations can, within reason, not be desired, regardless of the fact

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- whether said circumstance was foreseeable upon the conclusion of the Agreement, as well as each and every circumstance that a diligent carrier could not have avoided and could neither have prevented the consequences of said circumstance. Force majeure is also understood as force majeure on the part of a subcontractor and/or supplier of Sandd.
- 10.5 Sandd forthwith informs the Client of a (possible) situation of force majeure as intended in paragraph 4 of this article.
- 10.6 The Client is not entitled to compensation to the extent that the damages are the result of one of the following circumstances:
- the nature or a defect of the Postal Item itself;
 - insufficient packaging of the Postal Item by a party other than Sandd;
 - incomplete or defective addressing of the Postal Item;
 - the late supply of or errors and/or defects in the Address File;
 - the late and/or incomplete supply for Delivery of the Postal Item(s);
 - each and every other cause that can be blamed on the Client;
 - a circumstance that could not have been avoided by a diligent carrier.
- 10.7 Claims vis-à-vis Sandd can only be instituted by the Client.
- 10.8 A request for compensation for damages incurred within the framework of the Delivery of Postal Items must be reported to Sandd in writing as soon as possible, however at the latest 30 days after the occurrence of the damages. The Client is held to supply the data required for the examination of the damages to Sandd.
- 10.9 A request for compensation for damages due to the loss of a Postal Item is only processed if a Postal Item has not been delivered to the Addressee and has not been returned to the Client within 30 days after the consignment.
- 10.10 Sandd shall not rely on the limitations of liability included in this article if the relevant damages are the result of intent or intentional recklessness of Sandd or its managerial staff.

Article 11 - Liability of the Client

The Client shall be liable vis-à-vis Sandd for damages that are, due to a cause that can be blamed on the same, caused by a Postal Item offered for Delivery by the Client to (I) persons employed by or otherwise active for Sandd, or (II) goods that are used by Sandd or a third party relied on by Sandd for the Delivery, or (III) other postal items, in the course of which the damages are, in the latter instance, limited to the amount that Sandd pays out to the interested parties in respect of said other postal items.

Article 12 - Rejection, suspension, and dissolution

- 12.1 Sandd can reject the Delivery of the Postal Items when it becomes apparent that:
- a) the Postal Items do not comply with the requirements imposed by Sandd on weight, dimensions, content, addressing, and packaging, as included in, inter alia, article 13 of these General Terms and Conditions;
 - b) the Postal Items were not consigned for Delivery at the stipulated time;
 - c) Delivery results in a hazard for persons or goods or gives Sandd reason to suspect that the Delivery may result in a hazard for persons or goods;
 - d) the Client does not comply with one or more provisions from these General Terms and Conditions or the Agreement;
 - e) Delivery is in breach of a statutory provision or a provision pursuant to regulations or if there is question of other well-founded reasons.

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- In case of a situation as outlined above under (b) Sandd shall be entitled to, whether or not whilst imposing a surcharge, deliver the Postal Items on a Delivery Day following the day when the Postal Items should have actually been delivered. Sandd informs the Client as soon as possible of the choice made by Sandd.
- 12.2 Sandd can suspend the implementation of the Agreement, either in full or in part, when it becomes apparent that one or more of the circumstances as intended in paragraph 1 of this article occur.
- 12.3 Sandd can dissolve the Agreement, whether or not partly, when it becomes apparent that one or more of the circumstances as intended in paragraph 1 of this article occur and the Client fails to remedy the defect or the shortcoming within a time limit of 7 days after having received a corresponding demand from Sandd in writing. A written demand from Sandd is not required if compliance is, temporarily or permanently, impossible.
- 12.4 In case of (provisional) suspension of payment, (petition or request for) winding-up, discontinuation or liquidation of the business of the Client any and all Agreements with the Client are dissolved by operation of law, unless the Client communicates to Sandd within a reasonable period of time to desire compliance with (a part of) the relevant Agreement(s), in which instance Sandd is, without a notice of default being required, entitled to:
- suspend the implementation of the relevant Agreement(s) until sufficient payment security has been provided; and/or
 - suspend all its possible obligations vis-à-vis the Client;
- all without prejudice to the other rights of Sandd pursuant to the Agreement with the Client and without Sandd being liable to pay any compensation.
- 12.5 If Sandd suspends the implementation of the Agreement, either in full or in part, or dissolves the Agreement, either in full or in part, then the Postal Items and the documents that may pertain to the same are returned to the Client or the Client is given the opportunity to pick up the Postal Items. The fee payable for the Delivery remains payable.
- 12.6 Sandd is entitled to a right of retention in respect of the Postal Items for everything that the Client is liable to pay to the same with regard to the Delivery of the Postal Items, including the costs of returns.

Article 13 - Form, packaging, addressing, dimensions, weight, and content of Postal Items

- 13.1 A Postal Item that is offered for Delivery by the Client:
- a) only has different forms (other than rectangular) in joint consultation;
 - b) is not smaller than 14 cm x 9 cm and not bigger than 38 cm x 26.5 cm x 3.2 cm;
 - c) is provided with a postcode, address or post box number of the Addressee as well as the place of destination, the bundle and pallet number and the Sandd code;
 - d) is provided with a return address in the left top corner at the front or back of the Postal Item;
 - e) is provided with an envelope or other packaging that is sufficiently solid or is sufficiently solid to be transported without packaging;
 - f) is not heavier than 2.0 kilogrammes;
 - g) has extensively been described for the specific method in the document 'Working with Sandd'. This is available on the website www.sandd.nl.
- 13.2 The addressing as intended in article 13.1 under c of these General Terms and Conditions must have been placed on the Postal Item in a clearly legible manner, in conformity with the guidelines that can be found in 'Working with Sandd'.
- 13.3 Sandd is entitled to place indications on the Postal Item that are required for the Delivery.

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- 13.4 The content of the Postal Items can only consist of documents and written communications, in any form whatsoever, or other goods that are suitable for Delivery and that otherwise comply with the terms and conditions outlined in this article. Sandd does not deliver living or dead animals or substances that are subject to the Dutch Dangerous Substances Act.

Article 14 - Additional services

- 14.1 The Client can rely on the pickup and/or consignment service offered by Sandd. The Client must communicate this to Sandd in writing. Sandd and the Client further establish the arrangements regarding the pickup and/or consignment service in writing in an Agreement.
- 14.2 If the Client relies on the pickup service of Sandd then it is noted that the address of the Client is qualified as the Consignment Location or the location specified by the Client where the Postal Items must be picked up.
- 14.3 If the Client relies on the consignment service of Sandd then it is noted that the place where Sandd delivers the Postal Item is qualified as the Consignment Location in the course of which the Client signs for receipt on the consignment note with specifications. In that case Sandd is responsible for the Postal Item as from the moment that it takes possession of said Postal Item up to the moment of release of the Postal Item to the Client or return to the Client.

Article 14a - Additional services: pallet delivery

- 14a.1 If so requested by the Client Sandd can give crates on loan to the Client for the collection of Postal Items. The Client is responsible for keeping the crates in a good state and must observe any and all diligence in order to prevent damage, theft, or loss.
- 14a.2 If so requested by Sandd the Client must return the crates in a clean and undamaged state within two (2) weeks. Should it become apparent that the number of crates is lower than the number of crates specified in the administration of Sandd as on loan to the Client then the Client must pay a previously established fee to Sandd per missing crate / pallet. The administration of Sandd regarding the crates on loan is decisive.
- 14a.3 The Client is also liable to pay this fee per crate in case of serious damages to a crate, all to be determined by Sandd on equitable grounds.

Article 15 - Transferability of rights and obligations

- 15.1 Sandd is permitted to transfer the rights and obligations laid down in the Agreement and these General Terms and Conditions to third parties.
- 15.2 The Client is not allowed to transfer its rights and/or obligations pursuant to the Agreement to a third party, barring to the extent that the Agreement or these General Terms and Conditions indicate otherwise or after prior written consent of Sandd.

Article 16 - Applicable law and competent court

- 16.1 Dutch law is applicable to any and all Agreements.
- 16.2 Disputes in connection with the (implementation of the) Agreement are in the first instance brought to the cognisance of the competent court in the district where Sandd holds its registered office.

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Article 17 - Other provisions

- 17.1 Any and all claims on account of the Agreement, barring those that are related to the obligation of the Client to pay Sandd, expire after the lapse of a period of one year, to be calculated as from the day following the day of the offer of the Postal Item to Sandd.
- 17.2 Sandd is at all times entitled to change or supplement these General Terms and Conditions in the course of which the Client can terminate the Agreement within one month after communication of the change and/or supplement of these General Terms and Conditions in consideration of the notice period included in the Agreement.
- 17.3 The invalidity of a provision of these General Terms and Conditions shall not affect the validity of the other provisions. Should a provision of these General Terms and Conditions not be legally valid or be without legal effect then Sandd and the Client shall enter into discussions in order to replace the relevant provision by a legally valid regulation that has as much as possible the same content and effect as the invalid or not legally valid provision.
- 17.4 Barring if and to the extent that these General Terms and Conditions or the Agreement determine otherwise, the provisions set forth in Book 8 of the Dutch Civil Code are equally applicable to the Delivery by Sandd.
- 17.5 If these General Terms and Conditions and an Agreement concluded in writing by Sandd and the Client contain contradicting terms and conditions then the terms and conditions laid down in the Agreement shall prevail.
- 17.6 In case of a discrepancy between the original version of the General Terms and Conditions in the Dutch language and the translation of the General Terms and Conditions in the English language the Dutch version shall prevail. This also applies in case of a dispute.
- 17.7 These General Terms and Conditions take effect on 1 March 2015.