

STANDARD TERMS AND CONDITIONS CHRONOPOST INTERNATIONAL NEDERLAND B.V.

1 – SCOPE

These Standard Terms and Conditions are intended to lay down the terms of performance of transportation services provided by **CHRONOPOST INTERNATIONAL** for documents and goods.

CHRONOPOST INTERNATIONAL hereby undertakes to carry packages from the point of reception to the agreed destination in accordance with the route, procedure and other carriers of its choice.

The submission by Sender of instructions for dispatch signifies Sender's unreserved agreement to the present Standard Terms and Conditions.

No agent or sub-contractor engaged by **CHRONOPOST INTERNATIONAL** is entitled to amend the provisions hereof.

The contractual relationship between the parties shall be governed by the present Standard Terms and Conditions, subject however to the possible application of International Conventions or application of public order provisions.

2 – TRANSPORT RESTRICTIONS

All goods covered by national and international regulations relating to hazardous products are prohibited for carriage hereunder.

The same restriction applies to all items, which, due to their nature or their packaging, may represent a danger to the human environment or other packages carried.

The following are also prohibited, this list not being exhaustive: jewellery, precious stones and metals, coins, currency, banknotes, payment instruments (e.g. credit cards, bank checks, bearer stock), animals, whether dead or alive, firearms, illegal drugs, art objects, publications or audio-visual materials prohibited by law, plants, foodstuffs and alcohol, with the exception of alcoholic beverages.

Sender hereby undertakes to notify **CHRONOPOST INTERNATIONAL** of any non-apparent special features of the goods if these are likely to have a significant impact on the performance of the service. If Sender entrusts to **CHRONOPOST INTERNATIONAL** objects which are deemed by **CHRONOPOST INTERNATIONAL** not acceptable for transportation, Sender shall indemnify and hold **CHRONOPOST INTERNATIONAL** harmless from and against any claims, liabilities and expenses arising from **CHRONOPOST INTERNATIONAL** for carrying such items, authorise **CHRONOPOST INTERNATIONAL** to dispose of such items, in whatever manner **CHRONOPOST INTERNATIONAL** deems appropriate and Sender shall absolve **CHRONOPOST INTERNATIONAL** from any and all liability relating to such shipments.

In the event of an incident, Sender hereby authorises **CHRONOPOST INTERNATIONAL** to take any measures with respect to packages judged by Sender to be appropriate, including the abandonment of performance of the service.



3 – CONTRACTING PARTY’S OBLIGATION

Content: Sender is responsible for all information entered on shipping documents, in particular descriptions of the nature and content of packages and the addresses of recipients. Indication of a post box alone is insufficient and Sender must supply a complete address and/or details in accordance with usual practice in the country of destination, in order to permit delivery in a normal manner. Sender warrants that the dispatch is not in contravention of any legal or regulatory requirement currently in force.

Packing: Packages shall be made up by Sender using packing which is closed, robust, and appropriate to both content and transportation requirements. Failing this, the package shall travel at the risk of Sender.

Customs formalities: By giving this shipment to **CHRONOPOST INTERNATIONAL**, the Sender hereby appoints **CHRONOPOST INTERNATIONAL** as his agent solely for performance of customs clearance (unless the Sender specifies a customs broker on the front of this Air Waybill). In some instances, local authorities may require additional documentation confirming **CHRONOPOST INTERNATIONAL** appointment. It is your responsibility to provide proper documentation and confirmation, where required. Sender shall pay all expenses incurred by the recipient in the event that the latter fails to pay same.

CHRONOPOST INTERNATIONAL shall under no circumstances be held liable for acts or omissions attributable to Sender or customs.

Weight: **CHRONOPOST INTERNATIONAL** reserves the right to rectify any discrepancy in weight or volume it may note. Sender hereby authorises **CHRONOPOST INTERNATIONAL** to adjust amounts billed to reflect any such changes.

4 – RIGHT OF INSPECTION

Sender hereby agrees that **CHRONOPOST INTERNATIONAL** or all official authorities, including customs, shall be entitled to inspect packages entrusted by sender to the care of **CHRONOPOST INTERNATIONAL** at any time, always provided that the exercise of that right shall not detract from the sole liability of Sender for the accuracy of statements made by Sender.

5 – DELIVERY

On delivery, any damage or shortages must be detailed in complete and accurate reservations, which shall be dated and signed on the shipping document.

The digitised signature of the recipient and its reproduction shall constitute proof of due delivery of packages and the parties hereby agree that such signature shall have identical force to a conventional signature on paper.



6 - LIABILITY

Loss and damage

CHRONOPOST INTERNATIONAL is liable for any **loss or material damage** caused to the package during carriage, and for failure to deliver, except in the event of error attributable to Sender or recipient, force majeure, defects inherent in the item carried or inadequate packing, all of which justify discharge of **CHRONOPOST INTERNATIONAL** liability.

Subject to the limitations set forth below, **CHRONOPOST INTERNATIONAL** is liable to the extent of the value of the goods at the date of reception by **CHRONOPOST INTERNATIONAL**, the cost of repairs, or the reconstitution costs of the documents.

Said liability is limited, on submission of documentary proof, as follows:

3,40 Euro per Kilogram

Nevertheless, in the case of international carriage:

If the package is carried by air, **CHRONOPOST INTERNATIONAL** liability shall be limited to **SDR 16.5837 per kilogram** in compliance with the Warsaw Convention.

If the package is carried by road, **CHRONOPOST INTERNATIONAL** liability shall be limited to **SDR 8.33 per kilogram** in compliance with the Geneva Convention.

If neither of the aforementioned Conventions is applicable for any reason, **CHRONOPOST INTERNATIONAL** liability shall be limited to **SDR 16.5837 per kilogram**.

Delay

CHRONOPOST INTERNATIONAL undertakes to use its best efforts to perform the service within the agreed time limit.

In the event of delayed delivery attributable to **CHRONOPOST INTERNATIONAL**, subject to the application of legal or regulatory provisions in force, **CHRONOPOST INTERNATIONAL** liability shall be limited to **the price charged for carriage**.

Scope of compensation for damage

In any event, **CHRONOPOST INTERNATIONAL** will not be liable for any damages, whether direct, incidental, special or consequential (including but not limited to loss of income profits), whether or not **CHRONOPOST INTERNATIONAL** had knowledge that such damages might be incurred.

7 - CLAIMS

Detailed reservations entered by the recipient on the shipping document at the time of delivery shall be attached to all claims for damage or partial loss. Failing this, it is the responsibility of the claimant to provide proof that the damage occurred during carriage.



All claims must be notified in writing to **CHRONOPOST INTERNATIONAL** within **21 days of the date of delivery**. If the recipient accepts the shipment without noting any damage on the delivery record, **CHRONOPOST INTERNATIONAL** will assume the shipment was delivered in good condition. In order for **CHRONOPOST INTERNATIONAL** to consider a claim for damage, the contents, original shipping cartons and packaging must be made available to **CHRONOPOST INTERNATIONAL** for inspection.

All claims must be accompanied by a statement of grounds and documentary proof of the prejudice incurred (e.g. waybill, invoice for purchase).

Claims shall be admissible if the price charged for carriage has been paid.

8 – PRICE OF SERVICES; TERMS OF PAYMENT

Prices charged do not include notably, dues, taxes, fees or income taxes payable under any regulations, notably tax- or customs-related, with the exception however of airport taxes, these being expressly included in the price charged.

Payment is due immediately on reception of the package or the invoice for carriage. No discount is granted for prompt or early payment.

Any delay in payment or non-payment shall automatically cause, without prior formal demand, all amounts payable to become immediately due in addition to interest at the legal rate in force, without prejudice however to any claim for legal damages or other costs **CHRONOPOST INTERNATIONAL** may wish to make. All sums due shall accrue from the due date to the actual date of payment.

9 – GOVERNING LAW

Parties expressly admit that this Agreement shall be governed by the law of the country of the registered office of CHRONOPOST INTERNATIONAL.

Any dispute regarding the performance, understanding or termination of this Agreement shall be submitted to the competent Courts of the registered office of CHRONOPOST INTERNATIONAL.

