

# **GENERAL CONDITIONS FOR THE HANDLING OF MAIL ITEMS (INTERNATIONAL)**

Version 2 - Applicable as of 1.1.2009

## PART I. SCOPE AND DEFINITIONS

Unless otherwise agreed in writing, these General conditions apply to the Handling of mail Items as part of the international service by De Post-La Poste within the framework of the agreements with customers that have entered into a specific agreement with De Post-La Poste.

Contrary to the previous paragraph and unless otherwise stated in the Agreement, only the General Conditions for Postal Services shall apply as from the introduction of the Customer's Mail Items into the postal network.

Anything not explicitly provided for in these General Conditions for the Handling of Mail Items (International) or in other parts of or Annexes to the Agreement (including the liability of De Post-La Poste and the Customer under the Agreement) is subject to the General Conditions for Postal Services.

The General Conditions for the Handling of Mail Items (International), the General Conditions for Postal Services and the Operational Guides may be consulted at any time on <http://www.belgianpostinternational.eu>.

In no event shall the general or special terms and conditions of the Customer or of other parties than De Post-La Poste apply.

In these General Conditions for the Handling of Mail Items (International) the following terms have the following meanings:

- **Agreement:** the Base Agreement together with its Annexes and the other documents that form an integral part thereof.
- **Annexe:** an Annexe to the Agreement.
- **Base Agreement:** the Agreement (excluding the Annexes) between the Customer and De Post-La Poste containing the general principles of the partnership between the Customer and De Post-La Poste with respect to the Handling of Mail Items as part of the international Service.
- **BPI e-Shipper:** application available on De Post-La Poste's website ([www.belgianpostinternational.eu](http://www.belgianpostinternational.eu)) that enables Customers with access to this application to provide and obtain electronic information on Deposits within the framework of the Agreement, as governed in more detail by the general conditions and the Operational Guide applying to this application.
- **Collection:** the collection by De Post-La Poste of Mail Items at the Customer's premises.
- **Customer:** the (legal) person or entity designated as the Customer in the Base Agreement.
- **Deposit:** the Deposit by the Customer of Mail Items within the framework of the Agreement and within the framework of the same Service at the same time and at the same Deposit Location, in accordance with the provisions of the Agreement and the Operational Guides.
- **Deposit Document:** the document drawn up by the Customer in the format prescribed in the Operational Guides that contains information about a Deposit, including the desired Service, the number of Mail Items, the net weight in kilograms and the preparation methods. This document is subject to modification by De Post-La Poste if such modification is necessary after verification of the Deposit.
- **Deposit Location:** premises of De Post-La Poste at which a Deposit is made.
- **Deposit Type:** the conditions agreed with the Customer as stated in the Agreement as part of which Deposits are made.
- **Economy Mail Items:** Mail Items given a lower priority by De Post-La Poste and franked as "Economy" Mail Items in accordance with the relevant Operational Guide.
- **European Mail Centre (EMC):** the premises of De Post-La Poste at Building 829c Brucargo, 1931 Zaventem, where the Deposits under the Agreement can be made.
- **General Conditions:** the General Conditions for the handling of Mail Items (International), the General Conditions for Postal Services and the general conditions relating to all other services provided by De Post-La Poste for which the Parties have concluded a separate agreement within the framework of this Agreement or any application relating to these services, as amended from time to time.
- **General Conditions for Collection:** the general conditions for collection of Mail Items from the Customer's premises, as published on [www.post.be](http://www.post.be), as amended from time to time.
- **General Conditions for Postal Services:** the general conditions governing the Services of De Post-La

Poste, as amended from time to time.

- **General Conditions for the Handling of Mail Items (International):** these General Conditions for the Handling of Mail Items as part of the international service, as amended from time to time.
- **Handling:** receipt (or collection), sorting, any franking (where applicable), transport and introduction into the postal network of the Mail Items by De Post-La Poste within the framework of the Agreement.
- **Mail Items:** Mail Items entrusted to De Post-La Poste by Belgian and foreign Customers based on and in accordance with the Agreement for the Handling of these Mail items and destined for another country than the country in which the Customer has its registered office.
- **MassPost Centre:** one of the sites of De Post-La Poste where deposits can be made within the framework of the Agreement
- **Mixed Composition:** Deposits in which the volume of the Mail Items destined for Germany, Sweden, Norway, Finland, Switzerland, Luxemburg and Italy does not exceed 25% of the total number of Deposits made in the same month. The composition of all the Customer's Mail Items is calculated monthly, based on the Mail Items of the month preceding the calculation..
- **Operational Guides:** all technical or operational guides and instructions published by De Post-La Poste with respect to Deposits made by the Customer within the framework of the Agreement, as amended from time to time and published on [www.belgianpostinternational.eu](http://www.belgianpostinternational.eu).
- **Party:** a Party to the Agreement, being either De Post-La Poste or the Customer.
- **Postal Legislation:** the Selected Economic State Companies (Reform) Act of 21 March 1991, the Postal Services Act of 26 December 1956 and their respective implementation decrees, as well as the international postal directives, particularly the Universal Postal Union (UPU) Convention as changed from time to time.
- **Pre-postal preparation:** the Collection (if chosen by the Customer), franking (if not already done by the Customer), sorting in accordance with the Operational Guide applicable to the Service in question, the verification and recording of the quantity and weight per price zone of the Mail Items submitted to De Post-La Poste by the Customer.
- **Prior Mail Items:** Mail Items given a higher priority by De Post-La Poste and franked as "Prior" Mail Items, in accordance with the relevant Operational Guides.
- **Registered Mail Items:** International Mail Items delivered by De Post-La Poste upon a proof of receipt signed by the addressee or the addressee's authorised representative, with no declared value and with a weight and dimensions that do not exceed those stated in the relevant Operational Guides
- **Service:** the Handling of selected Mail Items in accordance with the Agreement and the applicable Service Agreement
- **Service Agreements:** the Annexes to the Agreement containing the specific agreements between Parties with respect to the Service in question.
- **Sorted Mail Items:** Deposit of Mail Items that have been presorted by the Customer in accordance with the stipulations of the relevant Operational Guides.
- **Standard Tariffs:** De Post-La Poste's tariffs for international mail items franked with postage stamps, as published on <http://www.post.be> and modified from time to time.
- **Supplement:** the tariff supplement payable by the Customer in addition to the agreed price if the Volume Commitment is not fulfilled.
- **Unsorted Mail Items:** Mail Items that have not been presorted by the Customer in accordance with the stipulations of the Operational Guides.
- **Volume Commitment:** volume in kilograms of Mail Items within the framework of a same Service that the Customer undertakes to submit during a given period in accordance with the Agreement.
- **Working Day:** any day that is neither a Saturday, nor a Sunday, nor a national holiday in Belgium.

## PART II. GENERAL STIPULATIONS

These general provisions are applicable to the Deposit and Handling of all Mail Items within the framework of all Services.

### 1. DEPOSIT CONDITIONS

If the Customer uses the BPI e-Shipper application or one of the services related to this application, the Deposits must be in conformity with the general conditions and the Operational Guides relevant to this application, as well as the stipulations below. In the event of any contradiction between these General Conditions for the Handling of Mail Items (International) and the General Conditions for the BPI e-Shipper application, the General Conditions at hand shall prevail.

## **1.1. Preparation**

1.1.1. The preparation of the Mail Items must occur as described in the Operational Guides.

1.1.2. All material made available to the Customer by De Post-La Poste (such as trays, bags and containers) within the framework of the Agreement remain the property of De Post-La Poste. The Customer shall return this material to De Post-La Poste on its first request.

The Customer undertakes to use this material with due care and solely for the Deposit of Mail Items within the framework of the Agreement. The Customer is responsible for all damage to the material that is not caused by normal use and shall compensate De Post-La Poste in full for such damage.

## **1.2. Customs**

The Customer undertakes to ensure that all applicable customs formalities are completed prior to the Deposit and to ensure that each individual Mail Item is accompanied by the requisite customs documents.

All duties, taxes, surcharges and other costs assessed or to be assessed in the future with respect to or affecting this agreement shall always be due by the Customer and if applicable shall be recovered by De Post-La Poste from the Customer.

## **1.3. Deposit procedures**

1.3.1. Announcement and Deposit at the European Mail Center (EMC) or a Masspost Centre

The applicable Deposit procedures as described below and in the Operational Guides and the Service Agreements must be complied with by the Customer for the Deposit of Mail Items.

If the Customer does not use the BPI e-Shipper application, each Deposit must be accompanied by a duly completed paper Deposit Document.

If the Customer uses the BPI E-Shipper application, each Deposit must be accompanied by a print version of the Deposit Document such as duly completed in the e-Shipper application.

The Customer is bound to De Post-La Poste on the basis of the information on the Deposit Document. The Deposit Document is subject to modification by De Post-La Poste if such modification deems necessary after verification of the deposit carried out by De Post-La Poste at a later stage.

The Customer shall be notified of these adaptations in writing. Subject to the provisions of Article 1.5.3. below, anyone depositing Mail Items on behalf of the Customer is deemed to be authorised to bind the Customer within the framework of the Agreement without prejudice to the provisions of Article 1.5.3 below.

1.3.2. Collection from the Customer

If the Customer has opted to have the Mail Items collected by De Post-La Poste from a place and at a time agreed in the Service Agreement, the Customer must always complete a Deposit Document and the Deposit of the

collected Mail Items at the European Mail Center (EMC) by De Post-La Poste shall be done on behalf and for the account of the Customer. In that case, the deposit procedures, including all verifications, as described in Article 1.3.1 above, shall continue to apply.

#### **1.4. Deposit Location**

All Deposits of the Customer as part of the Agreement must occur at the Deposit Location agreed in the relevant Service Agreement.

#### **1.5. Verifications**

1.5.1. De Post-La Poste reserves the right to perform all necessary checks on the proper execution of the Agreement by the Customer (including compliance by the Customer with the stipulations in the Operational Guides). The verifications performed in the absence of the Customer are also enforceable against the Customer.

1.5.2. In the event of inconsistency between information provided by the Customer and the information held by De Post-La Poste based on the verifications performed by it, the information held by De Post-La Poste shall prevail.

1.5.3. Established infringements may lead to the application of Article 6.3 of these General Conditions for the Handling of Mail Items (International).

#### **1.6. Authorised Senders and third parties**

1.6.1. The Deposits within the framework of the Agreement must be made only by the senders approved by De Post-La Poste and identified in the Agreement.

1.6.2. Regardless of the identity of the sender, the Customer is entirely responsible for the due observance by all senders of the obligations it has under the Agreement.

1.6.3. The Customer indemnifies De Post-La Poste against all possible claims filed against De Post-La Poste by the senders in relation to Mail Items deposited within the framework of the Agreement.

1.6.4. The Customer may entrust the physical Deposit of Mail Items within the framework of this Agreement to an agent who shall carry out this Deposit in the name of and for the account of the Customer, in which case De Post-La Poste shall be entitled to demand a valid written authorisation from the Customer as a condition for the acceptance of the Deposits in question.

#### **1.7. Postal regulations**

Under certain postal regulations, it is possible for the postal administration in many countries to levy a surcharge or even to return or refuse to deliver mail. This can happen if, for example,

(i) the Customer posts mail using the services of a foreign postal administration but the Customer is resident in the country in which the mail is to be delivered (this is called "ABA re-mail");

If any situation occurs where any of the Customer's shipments are subject to surcharging, non-delivery, return or even destruction as a result of postal regulations, the Customer will be fully responsible for the consequences and will hold De Post-La Poste completely harmless against all costs arising from such action but the Customer will also help De Post-La Poste to challenge any such claims if requested thereto by De Post-La Poste.

## **2. FRANKING**

Franking with postage stamps is not permitted within the framework of the Agreement.

Franking of the Mail Items within the framework of the Agreement must be done "en numéraire / in geld" (hereafter "in cash"), for which the Customer shall be allocated a Postage Paid number.

### **3. TARIFFS**

#### **3.1. Conditions**

3.1.1. The tariffs apply only when the applicable Deposit conditions are met by the Customer. For some Services, the tariffs also depend on the selected Deposit Type.

3.1.2. When foreign postal operators return or apply price supplements or extra taxes (based on the UPU rules) on Mail Items deposited within the framework of a Service Agreement, these tariff supplements or extra taxes are payable by the Customer

#### **3.2. Supplement**

3.2.1. Volume based tariffs apply to some Services, which means that the tariffs depend on the volume of Mail Items that the Customer entrusts to De Post-La Poste for Handling in the agreed period. Volume based prices can apply per Service as from a minimum volume (expressed in kilograms) per Service.

3.2.2. Prior to entering a Service Agreement, De Post-La Poste and the Customer shall agree on the Volume Commitment for the Service in question.

3.2.3. After expiry of a Service Agreement or after the expiry of the Agreement, De Post-La Poste shall compare the Volume Commitment with the actual volume of Mail Items deposited.

Only the Deposits that have been duly executed in accordance with the applicable Deposit conditions and procedures (including the conditions of the applicable Deposit Types) shall be included in the calculation of the actual weight of deposited Mail Items to determine (i) whether the Volume Commitment has been achieved and (ii) the Supplements.

3.2.4. If the Volume Commitment is not achieved, a Supplement shall be charged in accordance with the applicable provisions governing each Service as set forth in the corresponding Service Agreement.

3.2.5. The Supplement shall be calculated at the end of the relevant Service Agreement and shall be payable by the Customer in one single instalment after receipt of the invoice in which this Supplement is charged.

### **4. PAYMENT TERMS AND CONDITIONS**

#### **4.1. Affranchissement en numéraire / Frankering in Geld (hereafter "Cash franking")**

##### **4.1.1. Cash payment**

Every Deposit of Mail Items franked in cash must be paid prior to the deposit in one of the following ways.

(i)-Payment in Euro to the following postal account:

La Poste, Building 829c Brucargo, 1931 Zaventem

Postcheque, Address: 1100 Brussels, Belgium

Account number: 679-2054824-73

BIC: PCHQ BE BB

IBAN: BE27 6792 0548 2473

- Payment in USD to the following bank account:

BIC Code: BBRUBEBB

IBAN Code: BE67 3101 4803 1887

- Payment in GBP to the following bank account:

IBAN BE09 4354 5038 8157

BIC KREDBEBB

Payment is deemed to have been received when the payment is on the account or when the proof of payment by bank transfer or PC banking has been faxed to 02 276 21 38.

(ii) Certified bank cheque or

(iii) Electronic payment if the Deposit Location is equipped with the appropriate terminal

#### 4.1.2. Payment term.

Contrary to Article 4.1.1 above, De Post-La Poste may grant the Customer a payment term. De Post-La Poste may subject the granting of a payment term to the fulfilment of conditions, such as:

(i) Provision of a bank guarantee to De Post-La Poste and/or

(ii) Transfer of an interest-free provision at De Post-La Poste and/or

(iii) Deliver the proof of a direct debit for the payment of De Post-La Poste's invoices

If the Customer fails to pay an invoice by the due date or unpaid or unilaterally withdrawn direct debits are returned to De Post-La Poste, De Post-La Poste reserves the right to withdraw the payment term and to demand immediate cash payment for the subsequent Deposits, in accordance with Article 4.1.1 above, without prejudice to the provisions of Article 6.3 below.

Where applicable, the amount of the demanded guarantee is included in Annexe 1 to the Agreement. De Post-La Poste reserves the right to unilaterally modify this amount, due notably to a change in the amount of the invoice prepared within the framework of the Agreement.

Where applicable, within a month of the entering into force of the Agreement the Customer must:

(i) Provide the bank guarantee in a form acceptable to De Post-La Poste

(ii) Transfer the interest-free provision on account 679-2054786-35 of De Post-La Poste - Finance & Accounting - Accounts Receivable - Centre Monnaie - 1000 Brussels

(iii) Deliver the proof of a direct debit with a bank for payments to De Post-La Poste of the invoices within the framework of the Agreement in a form acceptable to De Post-La Poste.

The bank guarantee and the proof of a direct debit at a bank must be sent to De Post-La Poste - Credit & Collection, attn Mrs Annick Carlens - Centre Monnaie - 1000 Brussels. Prior to the provision of the required guarantee and/or setup of the direct debit, the Customer undertakes to pay in advance, in accordance with Article 4.1 above.

If the Customer has already provided a bank guarantee or transferred a provision within the framework of another agreement with De Post-La Poste, De Post-La Poste may accept the validity of this bank guarantee or provision within the framework of the Agreement. In this case, the Customer shall not have to provide a new bank guarantee or transfer a new provision. The amount of the existing bank guarantee or the existing provision may be adapted on the basis of the amount combined with the amount applicable for the Agreement. Prior to this adaptation the Customer undertakes to pay in advance, in accordance with Article 4.1 above.

If no outstanding amounts are payable by the Customer to De Post-La Poste at the end of the Agreement, the bank guarantee shall be released or the provision refunded to the Customer on the written request to do so by the Customer sent by registered mail.

## **5. INVOICING**

### **5. 1. General**

5.1.1. Regardless of the payment method chosen by the Customer, an invoice shall always be drawn up for Deposits within the framework of the Agreement. The invoice shall be based on the Deposit Document approved by De Post-La Poste, as possibly adapted by De Post-La Poste on the basis of the results of subsequent verifications that De Post-La Poste may have conducted on the Deposit.

5.1.2. De Post-La Poste shall regularly draw up a detailed invoice relating to the Customer's Deposits in the framework of this agreement. The invoice shall mention the contract number and the Services provided. The invoice must be paid in full in one single instalment by direct debit through the Customer's bank or within thirty (30) calendar days following the invoice date to the account stated on the transfer form attached to the invoice.

### **5.2. Disputed or non-paid invoices**

5.2.1. Any protest of an invoice or part of an invoice must be addressed to De Post-La Poste by registered mail within ten (10) Working days of the invoice date. This letter of protest must state the date and number of the invoice and should be sent, together with a copy of the Deposit Document used for the establishment of the invoice, to De Post-La Poste - Accounts Receivable, Invoicing - Centre Monnaie - 1000 Brussels. Once these ten (10) Working days expired, the invoice is considered to have been accepted by the Customer.

5.2.2. If the Customer disputes the invoice partially, its obligation to pay remains in full force for the remaining, undisputed part of the invoice.

5.2.3. In the event of a disputed invoice, De Post-La Poste shall investigate the letter of protest.

If the requested change (for reasons related to the content and/or form) is considered to be well-founded De Post-La Poste shall rectify one single time free of charge the invoice in question. If the requested change is not well-founded, the Customer shall be notified of such by De Post-La Poste and the Customer shall be expected to pay the invoice immediately.

5.2.4. If the invoice is disputed once again by the Customer after it has been rectified by De Post-La Poste for another reason (related to the content an/or form of the invoice), De Post-La Poste shall charge administration costs of EUR 12.40 for each requested rectification.

5.2.5. Annual interest of 7% shall be charged on any amount that has not been paid on the due date, ipso jure and without prior notice, commencing on the due date until the date of full payment. De Post-La Poste reserves the right to claim fixed compensation of 15% of the invoiced amount or EUR 65, whichever is higher, without prior notice. This fixed amount is to compensate BPI's internal cost (e.g. employee and administrative costs, the cost for the management of the file, the impact on the financial administration, etc.) for recovering outstanding claims and does not include any judicial cost or any other cost necessary to recover the outstanding amounts which remain due by the debtor. The failure to state the interest or the fixed compensation in any notice of default does not entail any waiving of De Post-La Poste's right to claim interest or compensation.

The Customer cannot claim any compensation or right of retention vis-à-vis De Post-La Poste.

5.2.6. The Customer shall be charged a fixed administration cost of EUR 7.50 for every request for a duplicate of an invoice, agreements, purchase order, Deposit Document, etc. The Customer may request a duplicate of a Deposit Document only within a term of three (3) months after the date the Mail Items were deposited. De Post-La Poste reserves the right to reject a request for a duplicate of a Deposit Form.

## **6. OTHER CONTRACTUAL STIPULATIONS**

### **6.1. De Post-La Poste's obligations**

De Post-La Poste's obligations with respect to the Handling of Mail Items within the framework of the Agreement come into effect only by and at the time of the submission by De Post-La Poste of the approved Deposit Document to the Customer. This provision does not infringe on De Post-La Poste's rights under Article 6.2, 6.3 or 6.4 or any other right it holds based on the Agreement or the law in the event of the Customer's non-fulfilment of the Agreement.

### **6.2. Consequences of non-fulfilment of the Agreement**

Without prejudice to the stipulations regarding liability in the General Conditions for Postal Services and/or the provisions of Article 6.3 below, De Post-La Poste may decide to apply one or more of the following measures (non exhaustive listing), if the Customer fails to fulfil one of its obligations within the framework of the Agreement or one of the provisions of the Operational Guides, when a Deposit does not meet the applicable deposit conditions or when the information to be provided by the Customer by virtue of the Agreement is incorrect or incomplete; such decision of De Poste- La Poste shall in no circumstances entail any form of compensation by De Poste-La Poste (including compensation for any delay in the Handling of the Deposit in question)

- (i) Rejecting the Deposit or suspending its Handling;
- (ii) handling the Deposit and applying hereto the Standard Prices;
- (iii) suspending the execution of the Service Agreement(s) or the Agreement.

without prejudice to Customer's obligation to compensate De Post-La Poste's storage and administration costs in the event of the rejection or suspension of a Deposit.

If an infringement is established by a foreign postal operator, De Post-La Poste cannot be held responsible for the subsequent Handling of the Mail Items in question.

### **6.3. Termination**

6.3.1. Without prejudice to Article 5 of the Base Agreement or any of its other rights, De Post-La Poste is entitled to terminate the entire Agreement and/or one or more Service Agreements ipso jure (without legal intervention), subject to notification by registered letter to the Customer if the Customer:

(i) materially and irreparably infringes the Agreement;

(ii) materially infringes the Agreement and it is not possible to remedy this infringement within ten (10) Working days of the receipt of the written notification hereof stating the details of the infringement and demanding the rectification hereof;

(iii) is guilty of an intentional infringement of the Agreement, fraud or any behaviour that is contrary to commercial practice; or

(iv) ends or threatens to end its activities.

6.3.2. In addition, each Party is entitled to terminate the Agreement ipso jure, subject to notification by registered letter if:

(i) A liquidator or administrator is appointed to administer the property or assets of the other Party;

(ii) The other Party is declared bankrupt, is clearly unable to pay or suspends payment;

(iii) The other Party is liquidated (with the exception of a liquidation as part of a reorganisation that occurs in such a way that the solvent company established as a consequence continues to be bound by the obligations imposed by the other Party as part of the Agreement).

6.3.3. In addition, De Post-La Poste may unilaterally terminate the Agreement at any time with immediate effect by registered letter, without prior notice and without payment of any compensation, if new statutory or regulatory stipulations are introduced that would obstruct the continuation of the execution of the Agreement

6.3.4. The termination of the Agreement entails ipso facto the termination of all Service Agreements.

6.3.5. In the event of an anticipated termination, the provisions with respect to the Supplement for the Service in question are considered to have applied until the day included on which a Service Agreement was prematurely terminated and the Volume Commitment or the Supplements shall be calculated on a pro rate basis

## **6.4. Intellectual rights**

6.4.1. The intellectual property rights with respect to drawings, models, works of literature and/or documents among other things, (stored in a durable way or in readable language), reports, software and databases, as well as the methods, know-how, concepts and other innovations De Post-La Poste owns or holds a licence to, shall continue to revert to De Post-La Poste as the owner or licence holder and the ownership of all intellectual property rights arising from a change to or adaptation of these rights, know-how and innovations shall automatically revert to De Post-La Poste.

6.4.2. With the exception of the licence fees charged to the Customer by De Post-La Poste for the Customer's use of specific computer applications, the Customer must refrain from using the rights, know-how and innovations of De Post-La Poste in any way whatsoever without the prior permission of De Post-La Poste. The Customer shall ensure that its employees, agents and subcontract fulfil this obligation

## **6.5. Protection of personal data**

6.5.1. The personal data of the Customer and its employees as submitted to De Post-La Poste shall be used by De Post-La Poste to administer the contractual relationship, to provide the BPI e-Shipper Service (particularly for the attribution of a user name and a password) and to notify them about products, services, prices and promotional campaigns of De Post-La Poste.

6.5.2. The Customer shall guarantee that its employees have given their explicit permission for the processing by De Post-La Poste of their personal information, including their email address and phone number, for the above-mentioned purpose and for submission to commercial companies, humanitarian and charitable associations, and interest and lobby groups. If these people do not wish their personal information to be used for such purposes or to be given to third parties, they may notify De Post-La Poste of this wish in writing at any time. They also have a right to inspect and rectify their personal information, which right they can exercise by sending a signed and dated written request to De Post-La Poste, Privacy, PO Box 5000, 1000 Brussels.

## **6.6. Indemnification**

The Customer shall indemnify and hold De Post-La Poste harmless for any and all third party claims resulting from Customer's infringement of the agreements concluded between the Parties and/or of any statutory or regulatory stipulation

## **6.7. Subcontracting**

De Post-La Poste reserves the right to use subcontractors in the execution of the Agreement, including but not limited to companies whose primary commercial activity is the distribution of letters and parcels and the provision of logistical support in general, with respect to the collection of Mail Items or the Handling of Mail Items in the destination country.

## **6.8. Transferability**

Notwithstanding De Post-La Poste's right to transfer the Agreement to an affiliated company, the the Parties may not transfer the Agreement without prior written permission from the other Party.

## **6.9. Severability**

The nullity or unenforceability of part of the Agreement for whatever reason shall not affect the validity and enforceability of the remaining stipulations of the Agreement.

## **6.10. Applicable law and settlement of disputes**

The Agreement is governed by Belgian law. The courts of the legal district of Brussels have exclusive competence to rule on any dispute with respect to the interpretation or execution, or termination of the Agreement.