

GENERAL CONDITIONS FOR THE HANDLING OF MAIL ITEMS (international) - version 20101206 - Applicable as of 1.1.2011

Unless otherwise agreed in writing, these general conditions shall apply to all legal relationships between bpost, a Belgian limited company under public law ("naamloze vennootschap van publiek recht/ société anonyme de droit public"), with registered office at Muntcentrum/ Centre Monnaie, 1000 Brussels, Belgium registered in the Crossroad Banks for Enterprises under company number 0214.596.464 (hereinafter "bpost international"), and a Customer with respect to the Handling of Mail Items. The Customer acknowledges to have received a copy of these General Conditions and accepts them.

The General Conditions contain the general principles of the cooperation between bpost international and the Customer and can be consulted at any time on <http://www.bpostinternational.eu>. In no event shall the general or special terms and conditions of the Customer or of any other party apply.

PART I. DEFINITIONS

In these General Conditions the following terms have the following meaning:

- Acceding Authorised Sender: the Authorised Sender that acceded to a Service Agreement.
- Annex: an annex to a Service Agreement.
- Authorised Sender: the Customer or, if applicable, a Sender stated in the applicable Service Agreement. If the Customer is a company, the Sender must be a company related to the Customer in the sense of Article 11 of the Belgian Company Code and with whom an exclusive control relationship as defined in Article 8 of the Belgian Company Code exists. If the Customer is a public body or government, the Authorised Sender must be a legal part of that body or government.
- Authorised Sender Annex: the Annex in which the Authorised Senders are listed.
- bpost international e-Shipper: a bpost international application that enables the Customer to provide and obtain electronic information on Deposits. The Customer shall inform bpost international sufficiently in advance if he wishes to use the bpost international e-Shipper. The Customer's use of the bpost international e-Shipper shall be in accordance with the bpost international e-Shipper guidelines (as amended from time to time and available on www.bpostinternational.eu).
- Confidential Information: all information, in whatever form, explicitly described as confidential by the Parties or that should reasonably be handled as confidential based on its nature, except for information that: (i) was made public without violation of the confidentiality provisions; (ii) was lawfully provided by a third party that is not bound by a confidentiality obligation; (iii) must be released by one of the Parties as part of a dispute settlement, an arbitration or legal procedure, or in accordance with the law; (iv) has been developed or discovered entirely independently by a Party, provided that this can be proven beyond all reasonable doubt by the Party that claims this.
- Customer: any (legal) person that uses the Services of bpost international.
- Deposit: the deposit by the Customer of Mail Items in accordance with these General Conditions, the applicable Operational Guides and, as the case may be, the Service Agreement.
- Deposit Document: the document duly completed by the Customer in the form prescribed in these General Conditions, the applicable Operational Guides and, as the case may be, the Service Agreement and that contains information about a Deposit (including but not limited to: type of Mail Items, amount of Mail Items and preparation methods). This document is subject to modification by bpost international if such modification deems necessary after verification of the Deposit.
- Deposit Location: premises of bpost international at which a Deposit is made.
- Economy Mail Item: Mail Item given a lower priority by bpost international and franked as "Economy" Mail Item in accordance with the relevant Operational Guides.
- European Mail Centre (EMC): the premises of bpost international at Building 829c Brucargo, 1931 Zaventem, Belgium.
- Force Majeure: circumstances beyond the control of a Party and that could not reasonably have been foreseen as applied under Belgian civil law, and that prevent the total or partial carrying out of any obligation of these General Conditions, the Operational Guides and, as the case may be, the Service Agreement, including but not limited to natural disasters, riots, war and military operations, national or local emergencies, actions or omissions of the government, economic disputes of whatever nature, actions of employees, fire, flooding, lightning strikes, explosions, collapses, as well as any action or omission of a person or entity beyond the reasonable control of the disadvantaged Party.
- General Conditions: these general conditions for the Handling of Mail Items (international).
- Handling: the receipt, sorting, transport and distribution of the Mail Items by bpost international.
- Mail Item: mail item entrusted to bpost international by a Customer for Handling and destined for another country than the country in which the Customer has his registered office/residence.
- Mass Post Centre: one of the sites of bpost international where Deposits can be made.
- Operational Guide: all technical and operational guides and instructions provided by bpost international with respect to Deposits, available on www.bpostinternational.eu as amended from time to time.
- Party: the Customer or bpost international.
- Postal Legislation: the Belgian act reforming some economic state companies of 21 March 1991, the Belgian act on Postal Services of 26 December 1956 and their respective implementation decrees, as well as the international postal directives, in particular the Universal Postal Union (UPU) Convention, as amended from time to time.
- Pick up: the pick up by bpost international of Mail Items at a location to be agreed upon in writing with the Customer and in accordance with the applicable pick up conditions.
- Prior Mail Item: Mail Item given a higher priority by bpost international and franked as "Prior" Mail Item in accordance with the relevant Operational Guides.
- Registered Mail Item: Mail Item corresponding to the definition of a "envoi recommandé/aangetekende zending" as mentioned in the Postal Legislation and with the dimensions and weight stated in the relevant Operational Guides.
- Sender: the natural person or corporate body who is at the origin of an addressed message to the addressee of Mail Items.
- Service: the services that bpost international provides within the framework of the Handling of Mail Items.
- Service Agreement: the agreement concluded between bpost international and the Customer with respect to the Handling of Mail Items, together with its Annexes and any other document that form an integral part thereof.
- Sorted Mail Item: Mail Item that has been pre-sorted by the Customer in accordance with the relevant Operational Guides.
- Standard Tariffs: bpost international's standard tariffs for the Handling of Mail Items.
- Tariff Sheet: the tariff sheet in which the applicable tariffs are stated.
- Unsorted Mail Item: Mail Item that has not been pre-sorted by the Customer in accordance with the relevant Operational Guides.
- Working Day: a day other than Saturday, Sunday or a national public holiday in Belgium.

1 DEPOSIT CONDITIONS

1.1 Preparation

1.1.1 The Customer shall prepare the Mail Items as set out in these General Conditions, the relevant Operational Guides and, if applicable, the Service Agreement.

1.1.2 All material made available to the Customer by bpost international (such as boxes, bags and containers) with respect to the Handling of Mail Items remains at all times the property of bpost international. The Customer shall return this material at bpost international's first request. The Customer undertakes to use this material with due care and solely for the Deposit of Mail Items. The Customer is responsible for all damages to the material that is not caused by normal use and shall compensate bpost international in full for such damages.

1.2 Customs

The Customer shall ensure that all applicable customs formalities are completed prior to the Deposit and that each individual Mail Item is accompanied by the necessary customs documents. All duties, taxes, surcharges and other costs assessed at this time or to be assessed in the future with respect to or affecting the Services shall always be due by the Customer and if applicable shall be recovered by bpost international from the Customer.

1.3 Addressing

Unless explicitly stated otherwise, the Customer shall at all times respect the addressing instructions with which the Mail Items must comply as set forth in the applicable Operational Guides and legislation. In any event, the Mail Items should always mention the addressee's exact and complete address (name, street, house number, any box number, postcode, place and - on international Mail Items - country).

1.4 Deposit procedures

1.4.1 Announcement and Deposit

The applicable Deposit procedures as described in these General Conditions and the applicable Operational Guides must at all times be complied with by the Customer for the Deposit of the Mail Items:

(i) Unless explicitly stated otherwise, the Customer must announce each Deposit in advance.

(ii) If the Customer uses bpost international e-Shipper, each Deposit must be accompanied by a print version of the Deposit Document duly completed by the Customer in bpost international e-Shipper.

(iii) If the Customer does not use bpost international e-Shipper, each Deposit must be accompanied by a Deposit Document. In such case, the announcement is made by means of the handover of the Deposit Document at the EMC or the Mass Post Centre.

(iv) The information stated in the Deposit Document as submitted at the Deposit, is binding for the Customer. bpost international reserves the right to modify the Deposit Document at any time following any further verification that bpost international would conduct on the Deposit. The Customer is notified of any such modification.

(v) Subject to the provisions of Article 1.6, anyone depositing Mail Items on behalf of the Customer is deemed to be authorised to bind the Customer.

(vi) Except if the Customer requests a Pick up, all Deposits of the Customer must occur at the agreed Deposit Location.

1.4.2 Pick up

If the Customer requests a Pick up, the Customer must also provide a Deposit Document and the Deposit at EMC shall be done on behalf and for the account of the Customer. The Deposit procedures, including all verifications, as described in Article 1.4.1 and Article 1.5, shall continue to apply.

1.5 Verifications

1.5.1 bpost international reserves the right to perform all necessary verifications on the proper execution by the Customer of his obligations. 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 bpost international based on the verifications performed by bpost international, the information held by bpost international shall prevail.

1.5.3 Established infringements may lead to the application of Article 11 of these General Conditions.

1.6 Authorised Senders and third parties

1.6.1 Deposits can only be made by an Authorised Sender.

1.6.2 Without prejudice to Article 1.6.3 and regardless of the identity of the Authorised Sender, the Customer is entirely responsible for the fulfilment by the Authorised Sender of his obligations.

1.6.3 Only the Customer is invoiced for the Services delivered by bpost international. If the Customer wishes another entity to be invoiced, the following conditions must be fulfilled:

- the entity must be an Authorised Sender; and
- the entity must have acceded to the relevant Service Agreement by signing that Service Agreement.

1.6.4 The following rules apply to the Service Agreement to which an Acceding Authorised Sender has acceded:

- the Acceding Authorised Sender:
- can deposit only Mail Items for which it is the Sender;
- is directly responsible vis-à-vis bpost international for the payment of the invoices and fulfilment of the operational conditions and contractual obligations with respect to his Deposits;
- is subject to the same operational and contractual conditions as the Customer;
- has the same rights vis-à-vis bpost international as those of the Customer by virtue of the Service Agreement, it being understood that these rights shall be limited to the rights regarding the Mail Items belonging to the Acceding Authorised Sender, with the exception of the provisions of this Article 1.6.4. The performance by bpost international of an obligation shall release bpost international vis-à-vis both the Customer and the Acceding Authorised Sender.
- the Customer is the only contact person of bpost international under the Service Agreement and is duly authorised by the Acceding Authorised Sender to represent the Acceding Authorised Sender vis-à-vis bpost international for the exercise of his rights and for all other actions or notifications under the Service Agreement. The Acceding Authorised Sender undertakes not to contact bpost international directly;
- the Customer guarantees the payment of all invoices and the fulfilment of all other operational and contractual provisions by the Acceding Authorised Senders and waives in this regard all exceptions of the guarantor;
- any tariff adjustment only applies to the Customer;
- only the Customer may conclude a direct debit, grant a bank guarantee or transfer an advance payment, in accordance with Article 4.2. Such guarantee must cover the full value of the Services, including all the obligations of the Acceding Authorised Senders.

1.6.5 The Customer must indemnify bpost international against all claims that could be made against bpost international by Senders in relation to Mail Items deposited.

1.6.6 The Customer can assign the physical Deposit of Mail Items to an agent, who shall carry out the Deposit in the name and on behalf of the Customer. bpost international shall in that case be entitled to require a valid written authorisation from the Customer as a condition of the acceptance of the Deposit in question.

1.6.7 Reference to the Customer in the definitions used in this Article 1.6, shall, for the purpose of this Article and except for the definition of Service Agreement, also include the Authorised Senders and Acceding Authorised Senders.

2 FRANKING

The Customer has to frank the Mail Items in accordance with the relevant provisions of these General Conditions, Operational Guides and, as the case may be, bpost, Limited Company under Public Law, Centre Monnaie, 1000 Brussels, VAT BE 0214.596.464, Legal Entities Register Brussels

the Service Agreement.

3 TARIFFS

3.1 The tariffs are stated in the relevant Tariff Sheet and/or Service Agreement.

3.1.1 The tariffs shall apply provided that the Customer respects all applicable Deposit conditions and procedures.

3.1.2 When foreign postal operators return or apply price supplements or extra taxes on Mail Items, these price supplements or extra taxes shall be payable by the Customer.

3.1.3 All tariffs are exclusive of VAT, unless it is specifically mentioned that a rate is "VAT included". The VAT, and all other taxes, fees and charges of any nature whatsoever (except for taxes on income or profit) that are applied at this time and at any time in the future by any authority whatsoever by virtue of or as a result of these General Conditions, Operational Guides and, as the case may be, the Service Agreement, shall always be born by the Customer and shall, as the case may be, be added to, and be payable together with, the tariff.

4 PAYMENT

4.1 Cash payment

Each Deposit of Mail Items must be paid prior to the Deposit in one of the following ways:

(i) Payment to the following bank account (IBAN and BIC references):

- for international payments in EURO : BIC: BPOTBEB1, IBAN: BE50 0004 0000 0718

- for international payments in USD : BIC: BBRU BEBB, IBAN: BE67 3101 4803 1887

- for international payments in GBP: BIC: KRED BEBB, IBAN: BE09 4354 5038 8157

bpost international, Building 829c Brucargo, 1931 Zaventem

Postcheque, Address: 1100 Brussels, Belgium

Payment is deemed to have been received when the amount is available on bpost international_s bank account or when the proof of payment by bank transfer or PC banking has been faxed to +32 (0)2 276 21 38.

(ii) Certified banker_s cheque; or

(iii) Electronic payment if the Deposit Location is equipped with the appropriate terminal for this purpose.

4.2 Payment term.

Contrary to Article 4.1, bpost international can grant the Customer a payment term. bpost international can request that such payment term is subject to the fulfilment of additional conditions, such as:

(i) Provision of a bank guarantee to bpost international;

(ii) Deposit of an interest-free provision to bpost international; and/or

(iii) Delivery of proof of a direct debit for the payment of bpost international's invoices.

If the Customer fails to pay an invoice by the due date or outstanding or unilaterally withdrawn direct debits are returned to bpost international, bpost international reserves the right to withdraw the payment term and to demand immediate cash payment for subsequent Deposits, in accordance with Article 4.1, without prejudice to the provisions of Article 11.

Where applicable, at the latest upon the entry into force of the Service Agreement, the Customer must:

(i) Provide the bank guarantee in a form acceptable to bpost international (to be sent to bpost - Credit Collection, Centre Monnaie - 1000 Brussels);

(ii) Deposit the interest-free provision on the applicable bank account as stated in Article 4.1; and/or

(iii) Deliver the proof of a direct debit with a bank for payments to bpost international of the invoices in a form acceptable to bpost international (to be sent to bpost - Credit Collection, Centre Monnaie - 1000 Brussels).

Prior to the provision of the required guarantee, interest free provision and/or setup of the direct debit, the Customer undertakes to pay in advance, in accordance with Article 4.1.

bpost international reserves the right to unilaterally modify the amount of the bank guarantee or the provision, for example but not limited thereto, in case of a modification of the total amount of all outstanding invoices.

If the Customer has already provided a bank guarantee or a provision within the framework of an agreement with bpost international, bpost international may accept the validity of such bank guarantee or provision for another agreement. In this case, the Customer shall not have to provide a new bank guarantee or provision. The amount of the existing bank guarantee or existing provision may be adapted on the basis of the amount that would be taken into account for the new Services. Prior to this modification, the Customer undertakes to pay in advance, in accordance with Article 4.1.

If no outstanding amounts are payable by the Customer to bpost international at the end of all Services and, as the case may be, of all Service Agreements, 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 letter.

5 INVOICING

5.1 General

5.1.1 Regardless of the applicable payment method, an invoice shall be issued for all Deposits. The invoice shall be based on the Deposit Document approved by bpost international, as possibly modified by bpost international on the basis of the results of subsequent verifications that bpost international may have conducted on the Deposits.

5.1.2 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 or within thirty (30) calendar days following the invoice date to the account stated on the invoice.

5.2 Disputed or non-paid invoices

5.2.1 If the Customer disputes an invoice in whole or in part, the Customer shall notify bpost international, within ten (10) Working Days after the invoice date of the relevant invoice. This notification must state the date and reference of the invoice and should be sent, together with a copy of the relevant Deposit Document, to bpost international CUSTOMER SERVICE: e-mail customerfirst@post.be, Building 829c Brucargo, 1931 Zaventem, Belgium. After expiration of these ten (10) Working Days, the invoice is deemed to be accepted by the Customer.

5.2.2 If the Customer disputes the invoice only partially, his 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, bpost international shall examine the objection. If the requested change is considered to be well founded, bpost international shall rectify the invoice one single time free of charge. If the requested change is unfounded, the Customer will be notified by bpost international and will be obliged to pay the invoice immediately.

5.2.4 If, after rectification by bpost international, the invoice is disputed once again for another reason, bpost international shall charge administration costs of EUR 12.40 per additional rectification request. This provision does not affect the strict time limit to dispute invoices as set out in Article 5.2.1.

5.2.5 Any amount not paid by the due date shall give rise ipso jure and without prior notice of default to an annual interest of 7% from the due date until the date of full payment. bpost international reserves the right to claim, without prior notice, a fixed compensation of 15% of the invoiced amount or EUR 65, bpost, Limited Company under Public Law, Centre Monnaie, 1000 Brussels, VAT BE 0214.596.464, Legal Entities Register Brussels

whichever is higher. The failure to state the interest or the fixed compensation in any notice of default does not entail any waiving of bpost international's right to claim such interest or compensation.

5.2.6 The Customer cannot claim any set-off or retention right vis-à-vis bpost international.

5.2.7 The Customer shall be charged a fixed administration cost of EUR 7.50 for every request for a duplicate of an invoice, agreement, 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 Deposit date. bpost international reserves the right to reject a request for a duplicate of a Deposit Document.

6 OBLIGATIONS OF THE PARTIES

6.1 bpost international's obligations

6.1.1 Provided that the Customer fulfils all conditions and obligations set out in these General Conditions, the Operational Guides and, as the case may be, the Service Agreement, bpost international shall use all reasonable efforts to execute the Handling of the Mail Items as agreed.

6.1.2 bpost international's obligations with respect to the Handling of Mail Items come into effect only by and at the time of the submission by bpost international of the approved Deposit Document to the Customer. This provision does not infringe bpost international's rights under Article 6.3, 11 and 12.3 or any other right it holds based on an agreement or applicable legislation in the event of the Customer's non-fulfilment of its obligations.

6.1.3 Unless stated otherwise, possible delivery terms mentioned in Operational Guides and/or Service Agreements will only be indicative and bpost international will use all reasonable efforts to comply with such delivery terms.

6.2 Obligations of the Customer

6.2.1 The Customer guarantees that he shall perform his obligations under these General Conditions, Operational Guides and, as the case may be, the Service Agreement, with all due skill, care and diligence.

6.2.2 In addition to what is set out in the other provisions of these General Conditions, Operational Guides and, as the case may be, the Service Agreement, the Customer shall pack the Mail Item appropriately and adequately, so that it:

- can withstand the consequences and the risks of shipment;
- does not represent any threat to the proper operation of the postal circuit;
- complies with the weight, format and size criteria stated in the applicable Operational Guides;
- complies with the requirements imposed by the applicable legislation (including but not limited to the Postal Legislation).

6.3 Non-fulfilment by the Customer of his obligations

Without prejudice to Article 8 and Article 11, bpost international can decide to apply one or more of the following measures (non exhaustive list), depending on the circumstances, without such giving rise to any form of compensation, if the Customer fails to fulfil one or more of his obligations:

- reject the Deposit or suspend the Handling of Mail Items and charge the Customer for the additional cost encountered by bpost international (e.g. but not limited to storage and administration costs);
- handle the Deposit in question applying hereto the Standard Tariffs;
- handle the Deposit in question and charge the Customer for the additional cost encountered by bpost international;
- postpone the delivery of the Mail Items of the Deposit in question;
- suspend the performance of the Services.

If an infringement is established by a foreign postal operator, bpost international cannot be held responsible for the further Handling of the Mail Items in question.

7 PROHIBITED, IRREGULAR OR UNDELIVERABLE MAIL ITEMS

7.1 Prohibited and irregular Mail Items

7.1.1 In accordance with the Postal Legislation, the sending of certain Mail Items is prohibited. The following Mail Items can be qualified as prohibited (non-exhaustive list):

- dangerous substance, chemicals, explosives, inflammables, radioactive materials, perishable organic substances etc, save the exceptions and limitations provided for in the Postal Legislation;
- drugs, narcotics and psychotropic substances;
- arms, knives, daggers and any other pointed or cutting objects;
- living animals and parasites, save the exceptions and limitations provided for in the Postal Legislation;
- Mail Items bearing inscriptions on their exterior surfaces that are manifestly contrary to good morals or public order;
- objects, texts or substances in general of which the import, export, circulation, distribution, use or possession is illegal;
- objects that due to their shape, nature or packaging pose a threat to people or could contaminate or damage other mail items, equipment or goods of bpost international or third parties;
- bearer securities, coins, banknotes, jewellery or other precious materials, unless they are sent as sealed Mail Items with declared value or sealed Registered Mail Items. However, such materials must not be sent as Registered Mail Items if the destination country participates in the declared value items service;
- Mail Items that fall under the application of criminal law or under criminal law provisions that penalise infringements of special laws.

7.1.2 Without prejudice to Article 8.2 and the possibility of bpost international, as the case may be, to notify the competent authorities, bpost international reserves the right with respect to the prohibited Mail Items stated in Article 7.1.1:

- to refuse their Deposit;
- to suspend their Handling;
- to destroy them immediately if they represent a danger to people or things; and/or
- to return them to the Sender, if the Sender's name and address are duly stated on the Mail Item. If the Sender's name and address are not duly stated on the Mail Item, bpost international is permitted to handle these Mail Items in accordance with the provisions of Article 7.2.

The costs for return and storage and all other costs, as the case may be, are payable by the Customer.

7.1.3 In addition, bpost international reserves the right to refuse or suspend the Handling of Mail Items (other than those stated in Article 7.1.1) that do not comply with the conditions stated in these General Conditions, the Operational Guides, the applicable legislation and, as the case may be, the Service Agreement. These include, but are not limited to, Mail Items that:

- are not or insufficiently franked;
- if it concerns addressed Mail Items, do not bear the full address of the addressee in a legible or clear form;
- do not comply with the applicable technical and operational rules; and/or
- are not properly packed or whose packaging is unsuited for the content of the Mail Item.

7.1.4 Without prejudice to Article 8.2, bpost international reserves the right, with respect to irregular Mail Items as stated in 7.1.3:

- to refuse their Deposit;
- to suspend their Handling;
- if it concerns Mail Items that are not or insufficiently franked:
- to request the Sender, if the Sender's name and address is stated on the Mail Items and the Sender's address is in Belgium, to settle remaining postage and bpost, Limited Company under Public Law, Centre Monnaie, 1000 Brussels, VAT BE 0214.596.464, Legal Entities Register Brussels

additional costs;

- to leave a notice for the addressee requesting payment of the remaining postage and the additional costs if the delivery address is in Belgium and if the Sender_s name and address is not stated on the Mail Item or the Sender's address is not in Belgium;
- to handle this Mail Item in accordance with Article 7.2 if the addressee refuses to pay the remaining postage and the additional costs or fails to collect the Mail Item within the term imposed by bpost international;
- to handle the Mail Item in accordance with the regulatory provisions of the Universal Postal Union if the Sender_s name and address are not stated on the Mail Item and the delivery address is not in Belgium;
- if it concerns Mail Items that are non-conform for any other reason (other than no or insufficient franking):
- to return the Mail Item to the Sender if the Sender_s name and address are duly stated on the Mail Item;
- to handle this Mail Item in accordance with Article 7.2. if the Sender_s name and address are not duly stated on the Mail Item.

7.1.5 If bpost international nevertheless handles the Mail Items referred to in Article 7.1.1 and 7.1.3 above, this does not release the Customer from his responsibilities.

7.2 Undeliverable Mail Items

7.2.1 Unless stated otherwise in the Postal Legislation and, as the case may be, in the Service Agreement, Mail Items that cannot be delivered to the addressee shall be returned to the Sender provided that the Sender_s name and address are duly stated on the Mail Item.

7.2.2 If the Sender_s name and address are not duly stated on the Mail Item, bpost international is authorised to open the Mail Items and check for the Sender_s name and address and, provided that these are available, return the Mail Items to the Sender.

7.2.3 If the Sender_s name and address are not available after opening of the Mail Item, bpost international is authorised to destroy the Mail Item after the expiry of the following term, which commences on the date of Deposit:

- three months for Economy and Prior Mail Items; and
- six months for Registered Mail Items and Mail Items with a declared value.

After the expiry of this term, the objects and documents of value in the Mail Items shall be the property of the Belgian Treasury and the remaining part of the Mail Item shall be destroyed.

8 LIABILITY OF THE PARTIES

8.1 Liability of bpost international

8.1.1 bpost international_s liability is limited to the cases explicitly provided for in the applicable international legislation and within the limits stated in these General Conditions, the Operational Guides and, as the case may be, the Service Agreement . bpost international_s liability only relates to the direct damages of the Sender that arises from a fault of bpost international causing:

- loss of, theft of or damage to a Registered Mail Item; or
- loss of, theft of or damage to a Mail Item with a declared value.

8.1.2 bpost international cannot be held liable for any indirect damage, such as but not limited to, costs of manufacture or printing, loss of time, loss of profit, loss of income, damage to the Customer_s image or reputation, etc.

8.1.3 In the case of loss of, theft of or damage to a Registered Mail Item or a Mail Item of declared value, the Sender may waive any right to compensation in favour of the addressee.

8.1.4 With respect to Registered Mail Items and Mail Items of declared value, the content of which has been damaged or has gone missing, the addressee shall have the right to compensation as set out in Article 10 after he has accepted the Mail Item. The addressee may however waive any right to compensation in favour of the Sender.

8.1.5 bpost international is not liable for customs declarations in whatever form or for the decisions taken by the customs services pursuant to the checking of Mail Items submitted to their controls.

8.1.6 In case of Pick up, Mail Items waiting to be Picked up are the Customer_s responsibility. Possible liability will only be transferred to bpost international as of the moment that the Mail Items are formally in bpost international_s possession.

8.1.7 bpost international is in no event liable when the damage is due to:

- actions, negligence or errors from the Customer or third parties or voluntary or involuntary non-compliance with their obligations; or
- an event of Force Majeure.

8.2 Liability of the Customer

8.2.1 The Customer is liable for all consequences that may arise from his non-compliance with these General Conditions, the Operational Guides, the applicable legislation and, as the case may be, the Service Agreement. The Customer is, amongst other things, liable for damage to Mail Item caused by, for example, inappropriate packaging as well as for damage caused to attendants, proxies or property of bpost international or third parties, to any other carrier of postal operator or to other property or mail items.

8.2.2 The Customer is not released from his obligations should the Handling of the Mail Items not be in accordance with the applicable conditions.

9 FORCE MAJEURE

9.1.1 Party will not be liable for delays or shortcomings in the performance of his obligations if such delays or shortcomings are caused by Force Majeure.

9.1.2 The Party that finds it impossible to act due to Force Majeure shall cooperate with the other Party and reasonably assist this other Party in minimising the impact of the Force Majeure on the other Party.

9.1.3 In the event of Force Majeure, the Parties are entitled to suspend in whole or in part compliance with their obligations for the duration of the Force Majeure, without being obliged to pay any compensation.

9.1.4 If the period of Force Majeure lasts longer than one (1) month or if it is clear that it will last more than one (1) month, bpost international is entitled to immediately stop delivering the Services or, as the case may be, the Parties are entitled to terminate the Service Agreement, or the relevant part thereof, by registered letter addressed to the other Party, without Parties being obliged to pay any compensation to each other.

10 COMPENSATION

10.1 Principle

Only the Sender of a Mail Item - or the Sender_s addressee in application of Article 8.1.4 - who provides proof of (i) the fault of bpost international, (ii) the damage he suffered and (iii) the causal link between (i) and (ii), will be granted compensation as indicated below when requested.

10.2 Scope of compensation

10.2.1 Loss, theft or damage of:

- Registered mail Item: compensation corresponding to the actual direct damage suffered up to a maximum amount equal to 30 SDR , plus the franking costs and paid duties, with the exclusion of the costs of registration.

- Mail Item with declared value: compensation corresponding to the actual direct damage suffered up to a maximum amount corresponding to the declared bpost, Limited Company under Public Law, Centre Monnaie, 1000 Brussels, VAT BE 0214.596.464, Legal Entities Register Brussels

value plus the franking costs.

- Registered M bag: compensation corresponding to the actual direct damage suffered up to a maximum amount equal to 150 SDR, plus the franking costs and paid duties, with the exclusion of the costs of registration.

10.2.2 In case of Pick up, the compensation shall be equal to the amount of the actual direct damage to a maximum of the amount of the applicable price for the Pick up concerned.

10.2.3 In all other cases and for all other Mail Items than those provided for above, no compensation will be paid.

11 TERMINATION

11.1 Without prejudice to any provision of these General Conditions, the Operational Guides, and, as the case may be, the Service Agreement, bpost international is entitled to stop delivering the Services, respectively, terminate the Service Agreement ipso jure (without legal intervention), subject to notification by registered letter to the Customer, if the Customer:

- (i) materially and irreparably infringes his obligations;
- (ii) infringes his obligations and it is not possible to remedy this infringement within ten (10) Working Days after receipt of the written notification stating the details of the infringement and demanding the rectification thereof;
- (iii) is guilty of an intentional failure of his obligations, fraud or any behaviour that is contrary to commercial practice; or
- (iv) ends or threatens to end his activities.

11.2 In addition, bpost international is entitled to stop the Services and, as the case may be, each Party is entitled to terminate the Service 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 Customer, respectively, the other Party;
- (ii) the Customer, respectively, the other Party is declared bankrupt, is clearly unable to pay or suspends payment;
- (iii) the Customer, respectively, the other Party is liquidated.

11.3 In addition, bpost international may unilaterally stop delivering the Services and, as the case may be, terminate the Service 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 delivery of the Services, respectively, the execution of the Service Agreement.

12 MISCELLANEOUS

12.1 Declarations of the Customer

12.1.1 The Customer guarantees that:

- if he is a legal entity, is lawfully established for an unlimited term and legitimately registered with all appropriate state bodies;
- he has the requisite powers and all requisite internal and external approvals and licences to order and receive the Service and to perform the obligations resulting from these General Conditions, Operational Guides and, as the case may be, the Service Agreement;
- ordering and receiving the Services and as the case may be entering into the Service Agreement does not constitute an infringement of the Customer's articles of association, any judgement, ruling, order or administrative decision applicable to him or any agreement, legal provision or other obligation he is bound by;
- he deposits Mail Items in the framework of a professional activity and that he is no consumer in the meaning of the Belgian Act of 6 April 2010 concerning market practices and consumer protection as amended from time to time;
- agreements are legitimately entered into and that his duties resulting from these General Conditions, Operational Guides and, as the case may be, the Service Agreement are lawful, valid and enforceable vis-à-vis the Customer as of the first Deposit.

12.2 Confidentiality

12.2.1 Each Party undertakes to make all reasonable efforts to protect the confidential nature of the Confidential Information, amongst other things by:

- (i) using this Confidential Information only within the performance of the Services;
- (ii) not disseminating or making available, directly or indirectly the Confidential Information wholly or partly, in writing or verbally, other than to his employees or subcontractors that are involved in the performance of the Services and that must have direct knowledge of it for the performance thereof. These employees, agents or subcontractors will be bound by confidentiality obligations not less stringent than those set out herein. Each Party is liable vis-à-vis the other Party for any violation of this obligation;
- (iii) unless stated otherwise, not disseminating or making available the Confidential Information to third parties without the prior written approval of the other Party;
- (iv) returning to the other Party or destroying the Confidential Information, including all copies, notes, electronic registrations, memoranda and other documents when they are no longer needed for the performance of the Services, on the request of the other Party or on expiration or termination of the Services;

12.2.2 No provision of these General Conditions and, as the case may be, the Service Agreement prevents bpost international from giving Confidential Information to third parties to ensure the Handling of Mail Items.

12.2.3 If Confidential Information must be made public or available to third parties in accordance with legal regulations or pursuant to a legal order, the Party that makes this information public must notify the other Party in writing of his intention to do so in advance.

12.3 Intellectual property rights

12.3.1 The intellectual property rights with respect to, amongst other things, drawings, models, works of literature and/or documents (stored in a durable way or in readable language), reports, software and databases, as well as the methods, know-how, concepts and other developments bpost international owns or holds a licence to, shall continue to revert to bpost international as the owner or licence holder and the ownership of all intellectual property rights arising from a change to or modification of these rights, know-how and developments shall automatically revert to bpost international.

12.3.2 With the exception of the licence rights granted by bpost international to the Customer with a view to the use by the Customer of certain computer programmes, the Customer must refrain from using the rights, know-how and developments of bpost international in any way whatsoever without the prior written consent of bpost international. The Customer shall ensure that his employees, agents and subcontractors fulfil this obligation.

12.3.3 The Customer shall indemnify bpost international against any third party cause of action based on the claim that Mail Items or their content infringe an intellectual property right.

12.4 Postal Legislation

12.4.1 Under certain Postal Legislation, it is possible for a postal operator to levy a surcharge, to return or refuse to deliver Mail Items. This can happen if, for example, the Customer posts mail items using the services of a foreign postal operator and the Customer is resident in the country in which the mail items are to be delivered ("ABA re-mail").

12.4.2 If any situation occurs where the Handling of Mail Items is subject to surcharging, non-delivery, return or destruction as a result of Postal Legislation, the Customer shall be fully responsible for the consequences thereof, shall hold bpost international completely harmless and indemnify against all possible costs arising from such action and the Customer shall help bpost international to challenge any such claims if requested thereto by bpost international.

12.5 Protection of personal data

12.5.1 The personal data that the Customer, his employees, agents and subcontractors share with bpost international shall be processed by bpost international bpost, Limited Company under Public Law, Centre Monnaie, 1000 Brussels, VAT BE 0214.596.464, Legal Entities Register Brussels

in accordance with the provisions of the Belgian Privacy Protection (Processing of Personal Data) Act of 8 December 1992 as amended from time to time ("the Privacy Act") and shall be used by bpost international to provide the Services and for the commercial promotion of the products and services issued and/or distributed by bpost international and companies affiliated to bpost international in the sense of Article 11 of the Belgian Company Code. This information may be disclosed to these affiliated companies unless the Customer, his employees, agents or, respectively, subcontractors object.

12.5.2 bpost international shall take technical and organisational measures against the destruction, accidental loss, change, unauthorised access or any other unauthorised processing of the personal data, with due consideration for the technical possibilities and the costs of applying these measures. The Customer has read, accepts and may at any time request these measures from bpost international.

12.5.3 The Customer guarantees that his employees, agents and subcontractors have given their consent for the processing by bpost international and companies affiliated to bpost international of their personal data for commercial purposes and the sharing of these personal data with the abovementioned companies. The Customer also guarantees that he has notified his employees, agents and subcontractors of their right to refuse the processing and/or sharing of their personal data.

12.5.4 Employees, agents and subcontractors who do not want their personal data to be used and or shared with third parties for commercial purposes may notify bpost international in writing of this wish at any time. They also have a right to access and rectify their personal data. They can exercise these rights by submitting a dated and signed written request, together with a copy of a proof of identify, to bpost international, Privacy Service, PB 5000, 1000 Brussels.

12.6 Entering into force and effect of this agreement

12.6.1 Service Agreements concluded through "click-wrap" procedure

If a Service Agreement is entered into through a click-wrap procedure, the Customer shall at least seven (7) Working Days prior to the effective date as stated in the Service Agreement (hereinafter the "Effective Date") and after examination and acceptance of its content (including the Tariff Sheet, the General Conditions and the Operational Guides), click on the acceptance button. Clicking on the acceptance button implies the unconditional acceptance by the Customer of the content of the Service Agreement and the automatic submission of the Service Agreement to bpost international.

The Parties agree that clicking the acceptance button constitutes acceptance of the Service Agreement, is equivalent to a handwritten signature and is in accordance with the provisions of Article 1322, § 2 of the Civil Code.

Late acceptance of the Service Agreement by the Customer could affect the actual entering into force of the Service Agreement. If bpost international receives the unmodified and unconditionally accepted Service Agreement after the Effective Date, the Service Agreement will only enter into force on the date of receipt by bpost international of the unmodified and unconditionally accepted Service Agreement.

12.6.2 Service Agreements concluded without "click-wrap" procedure

If a Service Agreement is entered into via a handwritten signature, bpost international will send an e-mail containing a hyperlink to the Service Agreement to the Customer and will submit two (2) copies of the Service Agreement to the Customer. The Customer shall sign physically the Service Agreement in twofold, after examination and acceptance of its content (including the Tariff Sheet, the General Conditions and the Operational Guides).

The Customer shall submit the Service Agreement to bpost international at least seven (7) Working Days prior to the Effective Date in one of the following manners:

- by mail, to be sent to bpost international CUSTOMER SERVICE, Building 829c Brucargo, 1931 Zaventem, Belgium, (in twofold);

- by fax, to be sent to +32 2 276 21 38 provided that the Customer simultaneously sends the Service Agreement by mail; or

- sends a scanned version by e-mail to customerfirst@post.be, provided that the Customer simultaneously sends the Service Agreement by mail.

Upon receipt of the signed Service Agreement, bpost international will decide whether to approve it or not. The Service Agreement is concluded upon its approval and valid signature by bpost international. Late signature of the Service Agreement by the Customer could affect the actual entering into force of the Service Agreement. If bpost international receives the unconditionally accepted Service Agreement after the Effective Date, the Service Agreement will only enter into force on the date bpost international validly signs the Service Agreement.

12.7 Indemnification.

The Customer shall indemnify and hold bpost international harmless for any and all third party claims resulting from Customer's infringement of his obligations.

12.8 Subcontracting

bpost international reserves the right to use subcontractors in the provision of the Services.

12.9 Mergers and acquisitions

In the event of a possible merger or acquisition of a Party, such Party shall inform the other Party by registered letter as soon as possible. The rights and obligations resulting from these General Conditions, Operational Guides and, as the case may be, the Service Agreement shall be binding on the Parties and their respective successors, and without any extra charges, costs or obligations.

12.10 Transferability

12.10.1 None of the Parties may transfer the rights and obligations resulting from these General Conditions, Operational Guides and, as the case may be, the Service Agreement without prior written consent from the other Party, it being understood that bpost international shall be entitled to transfer its rights and obligations to an affiliated company.

12.10.2 bpost international is entitled to reject a transfer request from the Customer as he sees fit without stating reasons. In addition, bpost international may make its consent conditional to the fulfilment of the conditions it sees fit, without the Customer having any claim or right to compensation from bpost international.

12.11 Severability

The nullity or unenforceability of part of these General Conditions, Operational Guides and, as the case may be, the Service Agreement for whatever reason shall not affect the validity and enforceability of the remaining stipulations of these General Conditions, Operational Guides and, as the case may be, the Service Agreement.

12.12 Independence of Parties

12.12.1 Unless otherwise agreed, no single provision in these General Conditions, Operational Guides and, as the case may be, the Service Agreement shall be considered to lead to the establishment of a partnership or company involving the Parties.

12.12.2 Unless otherwise agreed, each Party shall act as an independent entity with respect to the delivery of the Services. Unless otherwise agreed, no single provision in these General Conditions, Operational Guides and, as the case may be, the Service Agreement and no behaviour of the Parties in performing, respectively, receiving the Services shall lead or be assumed to lead to the establishment of a company, association, temporary combination, joint venture or any other partnership involving the Parties.

12.13 Waiving of rights

If a Party fails to impose compliance with a right under these General Conditions, Operational Guides and, as the case may be, the Service Agreement, this cannot be construed as a waiver of that right or of the legal remedies thereto and this shall not compromise the validity of these General Conditions, Operational Guides and, as the case may be, the Service Agreement. The waiving of rights with respect to an infringement of these General Conditions, Operational Guides and, as the case may be, the Service Agreement does not entail any waiving of rights with respect to past or future infringements of these General Conditions, Operational Guides and, as the case may be, the Service Agreement.

12.14 Amendments

12.14.1 These General Conditions, Operational Guides and, as the case may be, the Service Agreement can only be amended in writing and with the agreement of both Parties.

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12.14.2 In the event of an amendment to the applicable legislation (including the Postal Legislation and transport legislation), or in the event of a decision, a ruling or other binding intervention of a competent authority, bpost international can amend these General Conditions, Operational Guides and, as the case may be, the Service Agreement in line with the provisions of such amendment, decision, ruling or other intervention. In that event, bpost international shall notify the Customer in writing of the change at least fifteen (15) Working Days prior to the amendment taking effect.

12.14.3 If the Customer does not agree with such modifications, he is entitled to stop the Services and, as the case may be, can terminate the Service Agreement, without being liable to pay any compensation, by registered letter within twenty (20) Working Days of bpost international's notification of the modifications. In the event of such anticipated termination by the Customer, the Services and, as the case may be, the Service Agreement shall terminate on the last day of the month following the month in which the Customer has announced he is unable to agree upon the modifications. The detailed account and invoicing relating to the relevant Mail Items shall be calculated on a pro rata basis.

13 APPLICABLE LAW AND JURISDICTION

13.1.1 These General Conditions, Operational Guides and, as the case may be, the Service Agreement are governed by Belgian law.

13.1.2 Any dispute in relation with these General Conditions, Operational Guides and, as the case may be, the Service Agreement shall first be escalated to the respective senior management of both Parties in an attempt to arrive at an amicable settlement. If no settlement is arrived at within sixty (60) days as from the invitation thereto by the most diligent Party, then the dispute shall be adjudicated by the Courts of Brussels, Belgium.