



1. DEFINITIONS AND APPLICABLE PROVISIONS

DPD (Belgium) NV and DPD (Luxembourg) SARL, hereinafter referred to as "DPD", offer private customers and small business customers the option of entrusting parcels for shipment to DPD in a simple way. The offered services include, at the option of the customer, an online and an offline version, described hereinafter. In the online version, the customer inserts the parcel details, prints and applies the label onto the parcel and, either lets the parcel be collected by a DPD driver on the day and at the collecting address as selected by the customer, or he presents the parcel in a DPD Parcelshop. In the offline version, the customer presents himself in a DPD Parcelshop with an unlabeled parcel where he can purchase the label, complete it and apply it onto the parcel. In any case (collection by a DPD driver or hand over in a DPD Parcelshop) the parcel then enters into the circuit of the DPD network.

A DPD Parcelshop is a distribution point in an external shop or entity recognizable by its logo and brand name, and contractually authorized to receive, handle, store and deliver DPD Parcels. The list of DPD Parcelshops is available online.

The herein described services are exclusively reserved for the European destinations explicitly mentioned online. They are (even when an exclusion of shipping is applicable) subject to the current conditions, the provisions of the Geneva Convention of 19 May 1956 (CMR) and Belgian law (for DPD (Belgium) NV) or Luxembourg law (for DPD (Luxembourg) SARL). The use of the DPD Web Parcel service implies the recognition of these general conditions, which are available in any distribution office and online on the before mentioned website. The general and special conditions of other DPD services (B to B and B to C) do not apply on the DPD Web Parcel service.

2. DESCRIPTION OF THE DPD WEB PARCEL SERVICE – ONLINE VERSION

The customer is directed in a few steps through the mandatory completing of the necessary shipping details for DPD on the webpage www.dpdwebparcel.be or www.dpdwebparcel.lu

- STEP 1: parcel details: the consignor chooses the European country of destination in the menu. Further he has the choice between a ParcelLetter or a parcel in the indicated range of weight. His attention was drawn on the maximum dimensions and weight, further described in chapter 4.
- STEP 2: details of the sender and of the addressee. The sender has the choice:
 - to ship to the home address of the addressee or directly to a DPD Pick-up Parcelshop nearby.
 - to appoint that further communication of DPD with the addressee is done by e-mail or SMS;
 - to take an additional insurance for the value of the parcel content, with a maximum of € 520 per parcel;
 - to finalize the process and register as a private or business customer, inserting his VAT-number. In the former case, he will receive an order confirmation, in the latter case an invoice.

- STEP 3: Based on the provided information, DPD automatically displays the price for the contemplated shipment (VAT incl.) and the possibility to add another parcel, after which the sender can either cancel the order or agree:
 1. to the DPD Web Parcel terms and conditions,
 2. the possibility to receive DPD newsletters and
 3. to the processing of his personal data. DPD hereby undertakes not to process such personal data for any purposes other than the electronic processing and management of the contemplated shipment. The consignor's and consignee's personal data and the parcel data were stored for 3 years and can't be changed in a retroactive way for legal and/or legitimate interests. A more extensive data protection statement is available at www.dpdwebparcel.be and www.dpdwebparcel.lu
- STEP 4: electronic payment by debit card or credit card or any other payment method offered at that time by our professional partner for electronic payments (Adyen BV), who also undertakes not to use these data for any other purpose than those mentioned in this paragraph. After delivery of the order confirmation or invoice (to be kept by the sender as proof), the sender is to print and firmly apply the label with the unique barcode as provided by DPD on the longest side of the parcel. Subsequently the sender delivers the parcel in a DPD Pick-up Parcelshop, from which it comes into the DPD network. The nearest drop off point is indicated on the website based on the postal code of the addressee.

The customer has always the possibility to create an account, so that his data must be imported only once.

If the customer has any queries or problems during the procedure, he can always turn to the online DPD services in question. This can be by standard email webparcel@dpd.be or webparcel@dpd.lu or by phone +32 (0) 78 15 25 05 (Belgium) or +352 39 53 39 20 (Luxembourg)

3. CONNECTING SERVICES OF TRANSPORT AND DELIVERY

Unless explicitly agreed otherwise, DPD's services as a shipping agent explicitly include:

- On behalf of the customer, the involvement of Pickup Parcelshops, freight forwarders, the reception of the parcels, their transfer and their delivery by third parties
- Live tracking: the possibility to verify online the process status of the parcel online
- The handover of the parcels to the addressee or another person who is encountered at the delivery address and who is prepared to accept the shipment, by which means DPD fulfils its contractual obligations. After a first unsuccessful attempt to deliver to private addressees, DPD is entitled to deliver the parcel
 - to any neighbor, namely a person close by who lives or works in the addressee's neighborhood, at a reasonably distance by foot, and who is ready to take delivery of the parcel, or
 - to the closest DPD Pick-up Parcelshop, subject to a notification in the letterbox at the addressee's address.



- Predict: the day before delivery and the morning of the delivery day, DPD sends an e-mail or SMS (depending on the initial choice made by the sender) with the time frame of the expected delivery. Until one hour before the announced time frame of delivery, the addressee can choose delivery:
 - Another day (working day, maximum 4 days later)
 - At a safe place, understood another place, in detail described in written by the addressee, in the direct neighborhood of the originally mentioned delivery address;
- The driver writes down the identity of the person taking delivery next to the signature for delivery, based on the statements made by such person, without the obligation to check the identity of the person.
- The return of non-deliverable or non-accepted parcels to the customer;

If the parcel cannot be delivered on the first attempt, the driver will leave a notification at the delivery address indicating the DPD Pick-up Parcelshop to which the parcel will be delivered. The parcel will be stored by DPD for 7 calendar days.

If a parcel cannot be delivered, is not accepted by the addressee or not correctly labelled, the parcel is sent back to the customer. If delivery and/or return are not possible due to address errors or missing details, DPD is entitled to open the parcel to determine the name and the address of the customer or addressee. If the parcel still cannot be delivered or returned and is not claimed within a period of 3 months, DPD has the right to freely dispose of the contents of the parcel according to its procedures, without any compensation owed.

4. PARCEL: SIZE – CONTENTS – PACKAGING – EXCLUSIONS OF SHIPMENT

DPD is only bound to take DPD Web Parcel and ParcelShop parcels into handling whose labelling, packaging, weight and size satisfy the following specifications, characteristics and conditions. The parcels must:

- be equipped - on the largest side - with a by the sender firmly applied Web Parcel label with the unique barcode provided by DPD. All other shipping labels not concerning the current shipment must be removed or be made unreadable. The label must mention the correct address details of the sender and the addressee. Shipments to post office boxes are excluded;
- **Large Parcel:** have a maximum weight of 20 kg and a maximum dimension of 100 cm length, 50 cm width and 50 cm height;
- **Medium Parcel:** have a maximum weight of 10 kg and a maximum dimension of 100 cm length, 50 cm width and 50 cm height;
- **ParcelLetter:** have a maximum weight of 3 kg and a maximum dimension of 38 cm x 26,5 cm x 3,2 cm.
- In all cases, be suitable for processing in automatic sorting machines and with mechanical transfer; a parcel must be able to at least withstand a diagonal fall test from a height of 100 cm and a pressure of 100 kg;
- be packaged free of crevices, in a leak resistant manner, and in a way that the contents cannot shift inside the packing;

- be sealed in such a way that it is impossible to open the parcel without leaving traces;
- be packaged in such a way that the content is resistant against changes in climatic conditions;
- be packaged in such a way that the items cannot cause any danger to the transport, storage, staff, other transported goods, the vehicle and third parties and their goods.

The following goods are illustrations of goods explicitly excluded from shipment:

- Every content with a value exceeding € 5.000;
- Goods of special value such as precious metals, precious stones, pearls, antiques, works of art, money, deeds, documents, documents representing value, financial instruments (coins, bank notes, foreign currencies, tenders, cheques, credit cards, letters of exchange, bearer securities and other titles), registrations on tenders and documents embodying monetary performance;
- Parcels whose content, transport or external form is in conflict with the legal provisions;
- Weapons and firearms and their parts, as well as replicas thereof;
- Dangerous goods according to ADR legislation (including the prohibition of Limited Quantities Sections 3.3, 3.4 and 3.5) and IATA, perishable goods, foodstuffs and goods requiring refrigeration, narcotic substances, live or dead animals, medical or biological research material, medical waste, human remains, body parts/organs, plants and flowers, funeral urns;
- Hazardous goods;
- Cash on delivery parcels;
- Goods whose import or export is prohibited, or is subject to permits or formalities;
- Any object, although not falling under the aforementioned categories, that could constitute a hazard by its nature or packing to third parties, the health, the environment, the transport systems, the safety of DPD buildings or installations or which could damage other carried parcels;
- Goods with destination one of the islands of any of the authorized countries which are situated within the borders of the European Union (e.g. the Balearic Islands, Corsica, Sardinia, the Isle of Rhé, the Isle of Wight, the Isle of Man, the Island Elba...)
- Goods with destination outside the borders of the European Union (e.g. Martinique Guadeloupe, Ghana, Mayotte, Ceuta, Malilla, the Canary Islands...)

DPD does not have the obligation to check whether a parcel is excluded from shipment, but does retain the right to open a parcel at any time to check its contents. DPD can reject the acceptance or shipment of any parcel and if necessary destroy the parcel to eliminate any hazard. DPD is not liable in any case for the destruction, delay to, damage or other consequences caused by the customer entrusting a parcel that does not fulfil these conditions. The customer is solely liable and shall compensate DPD in full and indemnify it against all claims by third parties which are the result of submitting such parcels.



5. DELIVERY DATES

The delivery dates mentioned online are not binding, the delivery periods that are stated are merely indicative, and can in no way be regarded as fixed dates.

6. COMPLAINTS AND LIABILITY

In all cases (even with national transport in the Grand Duchy Luxembourg) DPD's liability due to loss or damage is regulated in accordance with the CMR convention. In the event that the concerned party is entitled to an indemnity, apart from a reimbursement of the transport costs, an indemnity for loss or damage of the goods will apply, calculated on the actual value of the goods with a maximum, according to the CMR convention, based on the value per kilogram of the lost or damaged goods x 8.33 x SDR (Special Drawing Rights), daily determined by the International Monetary Fund. This corresponds roughly with € 9 per kilogram.

If in the sending process was chosen for the option of an additional insurance premium for the content of the parcel's value, the indemnity is calculated on the proven value of the goods, with a maximum of € 520;

Complaints periods:

- For damage that is visible at delivery, reservation must be made upon delivery.
- Damage that is not visible must be notified in writing no later than seven days after delivery. It is recommended that the customer also informs the addressee of this delay.
- A complaint due to the loss of a parcel must be reported within 90 days following receipt by DPD.

A complaint can be submitted by e-mail through webparcel@dpd.be or webparcel@dpd.lu. Furthermore, the following must be supplied to DPD: the order confirmation, the label including the parcel number, proof of receipt by the DPD driver or the distribution point (which together form the proof the parcel was handed over), the value of the contents of the parcel and the proof thereof (invoice), the weight of the parcel, and in case of a damaged parcel, photos of the parcel and its contents.

The compensation granted, after examination by DPD, will be paid directly to the customer on the account mentioned in the online complaint form, except upon written request of the customer to pay the compensation to the addressee, if the customer provides for the necessary information to do so.

DPD is not responsible in any case for:

- Loss or damage that does not occur between the signing for delivery by the DPD Pick-up Parcelshop and the signature of the addressee;
- Loss or damage resulting from *force majeure* within the meaning of Article 1148 of the Belgian Civil Code;
- Consequential damage, such as deprivation of profits, financial damage and immaterial loss.
- Loss or damage to parcels that are, according to article 4, excluded from shipping. DPD has no obligation to examine the content of the parcels.

- Damage caused by an own defect, an act or omission of the customer, addressee or their employees and representatives.
- Damage to returned goods returned by the sender to the initial seller or distributor of the concerned goods or products.

As provided in the CMR Convention, all claims will be time-barred one year after receipt by DPD of the goods in the event of total loss and one year after delivery in the event of partial loss or visible damage.

7. CLAIM SETTLEMENT PROCEDURE

DPD wishes to exclude every misunderstanding during the settlement of claims and complaints. If the interested party should have any complaint concerning the abovementioned first decision according to the DPD claim settlement procedure, he has the opportunity to address DPD for a second opinion. The documents confirming the rejection of the complaint, with specification of the parcel number, the identity of the interested party and its motivation, can be sent solely via secondopinion@dpd.be. If necessary, DPD will reopen its file and examine whether a shortcoming may have occurred during the handling of the first complaint.

In Belgium:

In the event that the reconciliation procedure of DPD would not have led to the hoped-for solution, the plaintiff is allowed to complain by letter, fax or email or verbally before the Mediation Service at La Poste, Koning Albert II laan 8 bus 4 - 1000 BRUSSEL, tel : 02 221 02 20 (N/E), 02 221 02 40 (D) of 02 221 02 30 (F), E-mail info@omps.be or info@omps.be (N/D/E) or info@smspo.be (F), website www.omps.be, legally established by act of 21 March 1991. The Mediation Service is an independent public institution and an appellate body. Only written complaints will be received. However the service can also be contacted in order to be fully informed on its rights or to follow up an existing file. Complaints will only be received if it is shown that the necessary steps have been taken against DPD prior to the complaint.

In Luxembourg:

In the event that the reconciliation procedure of DPD would not have led to the hoped-for solution, the plaintiff is allowed to complain by letter, fax or email or verbally before the 'Institut Luxembourgeois de Régulation', Rue du Fossé 17, L-1536 Luxembourg, tel: (+352) 28 228 228, fax: (+352) 28 228 229, website www.ilr.lu, which has been given jurisdiction over such matters by an Act of 22 December 2012. Only written complaints will be received. However the service can also be contacted in order to be fully informed on its rights or to follow up an existing file. Complaints will only be received if it is shown that the necessary steps have been taken against DPD prior to the complaint.



8. DISPUTES

Have exclusive jurisdiction to hear and rule on all disputes arisen with regard to shipping transactions carried out by DPD:

- For DPD (Belgium): the courts of Antwerp division Mechelen, Belgium.
- For DPD (Luxembourg): the courts of Luxembourg, Grand Duchy Luxembourg.