

# General Terms and Conditions for Mail Delivery

May 2018

## Artikel 1 - Definitions

Mailing List:	the file with a list of Addressees addresses created by the Client and made available to Sandd for Delivery.
Drop-Off Location:	the location agreed between Sandd and the Client where Postal Items for Delivery must be dropped off by the Client or, if no location is agreed, the location where Sandd receives Postal Items for Delivery;
General Terms and Conditions:	these General Terms and Conditions for Mail Delivery;
GDPR	the European General Data Protection Regulation EU 2016/679;
Delivery Day(s):	weekly days established by Sandd on which Postal Items will be delivered by Sandd;
Delivery:	the set of actions carried out for the purposes of delivering the Postal Items to the Post Address;
Mailbox Package:	A Postal Item containing a 'good';
Addressee(s):	the person or organisation stated on the Postal Item and/or on the documentation associated with the Postal Item and/or Post Address to whom or to which the Postal Item must be delivered;
Order Confirmation:	the document created by Sandd stating order data relating to the Postal Items offered by the Client for Delivery;
Client:	The legal or natural person who has concluded an Agreement with Sandd to deliver one or more Postal Items;
Agreement:	any agreement created between Sandd and the Client, by any means, and any amendment or addition thereto as well as all (legal) actions to prepare and execute said agreement;
Post Address:	the address or P.O. Box number (including post code) of the Addressee;
Postal Supply Form:	the document associated with the Postal Item on which the Client states information relating to the Postal Items offered for Delivery by the Client;
Postal Item(s):	documents and written messages, packaged or otherwise, suitable for Delivery in/through a letterbox, as well as Mailbox Packages suitable for delivery in/through a letterbox;
Privacy Regulations	all legislation regarding the processing of personal data, including but not limited to the GDPR, and all other policies and codes of conduct from supervisory authorities;
Sandd:	the private company with limited liability Sandd B.V., headquartered and with registered office at Apeldoorn, as well as other group companies, insofar as they have stated that these General Terms and Conditions are applicable;
Sandd Code:	the code used by Sandd containing information important for the Delivery.

## Artikel 2 - Applicability

- 2.1 These General Terms and Conditions apply to all (oral or written) quotations and offers made by Sandd, in the broadest sense of the word, as well as to all Agreements, unless otherwise agreed expressly and in writing.
- 2.2 Sandd hereby explicitly rejects and declares inapplicable any general or specific terms or conditions applied by the Client.

### **Artikel 3 - Creation of an Agreement**

- 3.1 All (oral or written) offers made by Sandd are without obligation unless an acceptance or validity period is agreed in writing in advance.
- 3.2 The Agreement is created if Sandd and the Client agree to this orally or in writing, or if Sandd accepts Postal Items offered for Delivery by the Client.
- 3.3 Sandd cannot be bound by any misprints, typing errors, mathematical errors, and/or ambiguities in offers or quotations.
- 3.4 If Sandd and the Client enter into a written Agreement, this replaces all previous proposals, correspondence or other communications made in writing or orally.

### **Artikel 4 - Offering of Postal Items**

- 4.1 The Client shall offer the Postal Items for Delivery to Sandd at the agreed time at the Drop-Off Location.
- 4.2 When offering the Postal Items, the Client shall issue a Postal Supply Form and sign it. The person issuing and signing the Postal Supply Form on behalf of the Client shall be deemed to represent the Client. The Client shall also hand over three blank specimens of the Postal Items when offering the Postal Items.
- 4.3 The Client shall make the Mailing List available to Sandd by the means specified by Sandd at the agreed time at the latest.

### **Artikel 5 - Delivery of the Postal Items**

- 5.1 As far as possible, and only prior to the time at which the Postal Items offered are sorted by Sandd, may the Client reclaim the Postal Item(s). Sandd shall charge cancellation costs for this. The Client shall continue to owe remuneration for the Delivery.
- 5.2 The Postal Item is delivered by the Postal Item being placed in the letterbox, letter slit or mail box belonging to the Post Address stated on the Postal Item. If the Postal Item unexpectedly does not fit into the letterbox, letter slit or mail box, or if there is no letterbox or letter slit, the Postal Item shall be marked as undeliverable and will be subject to the provisions under Article 6.2 of these General Terms and Conditions.
- 5.3 By way of derogation to the provisions of Article 6.2, a Mailbox Package marked undeliverable shall be physically returned to the Client.
- 5.4 Postal Items intended for Addressees in hospitals, retirement homes, barracks, army camps, recreation grounds and other plots and complexes where the Addressee does not have an individual, publicly-accessible letterbox shall be delivered to the communal letterbox or handed to the person designated to receive mail or, if no person is designated, the manager of the complex. If such delivery sites cannot be accessed, the Postal Item shall be marked undeliverable and will be subject to the provisions under Article 6.2 of these General Terms and Conditions.
- 5.5 If Sandd is bound by a legal or regulatory obligation or a judicial decision to deliver the Postal Item to someone other than the Addressee, Sandd shall deliver the Postal Item to this other person.

## **Artikel 6 - Return Mail**

- 6.1 Mail returned by Addressees themselves is generally returned by the recipient ('return to sender') through PostNL letterboxes, following which PostNL returns this post to Sandd (as Sandd is the return address stated on the item of mail). PostNL may also return the return mail directly to the Client.
- 6.2 Sandd shall inform the Client that items of mail have been returned as undeliverable. If the Client then states so in writing, this undeliverable mail shall be returned to the Client in a way determined by Sandd. Sandd shall forward all costs associated with returning undeliverable post to the Client.

## **Artikel 7 - Tariffs and Remuneration**

- 7.1 The Client is owed the agreed remuneration (shipment) for the Delivery.
- 7.2 The Client shall provide Sandd with all the information important to determine the remuneration owed for Delivery, including data regarding the number and content of the Postal Items. Sandd shall determine the remuneration owed based on the mailing list provided by the Client as well as on the measuring and weighing carried out by Sandd. In the case of unencoded mail, the number shall be established by (machine) counting and/or based on the number recorded by the sorting machine in the case of unsorted post. In the case of contested derogation, the measuring and weighing recorded by Sandd prevail.
- 7.3 Sandd shall increase its tariffs on 1 January of each calendar year, in accordance with the NEA index which applies to that year. The NEA index is the cost index for transport and related activities. Sandd uses it as a basis for tariff increases. Sandd reserves the right to implement other interim tariff increases as well as the NEA index.
- 7.4 Sandd is entitled to adjust Delivery tariffs in cases of cost increases which are not within Sandd's sphere of influence. Sandd shall notify the Client of such tariff adjustments in writing, whereby the Client may terminate the Agreement within one month of notice of the tariff adjustment, taking into account the notice period stated in the Agreement.
- 7.5 Save to the extent otherwise agreed or stated, tariffs applied by Sandd are exclusive of turnover tax (VAT) and other levies applied by government measures. Additionally, tariffs applied by Sandd are exclusive of return costs (Article 6) and exclusive of any other surcharges.

## **Artikel 8 - Payment**

- 8.1 The Client shall pay Sandd payable freight charges and other amounts owed within 14 days from the date of invoice, without deductions, discounts, or settlements. Payment must be made in the currency of the Netherlands, by means of a transfer to a bank account to be designated by Sandd. Objections to the amount invoiced do not suspend payment obligations.
- 8.2 After at least one payment reminder, the Client shall owe interest on all amounts which are not paid on the last day of the payment period as referred to in paragraph 1 of this Article, without further notice of default, from that day until the date on which payment is made in full; this interest is equal to the applicable statutory interest rate applicable in the Netherlands at the time.
- 8.3 All judicial and extrajudicial (collection) costs which Sandd incurs as a result of the Client failing to meet its payment obligations shall be charged to the Client.

- 8.4 If any payment period is exceeded, Sandd is entitled to suspend its obligations under the Agreement and any other Agreements until full payment has been made, without prejudice to Sandd's right to compensation for damage and without Sandd being bound to pay any compensation for damages to the Client.
- 8.5 If Sandd believes that the Client's financial position or payment behaviour gives grounds to do so, Sandd is entitled to require that the Client immediately provides (additional) security in a form to be determined by Sandd and/or an advance payment. If the Client does not provide the security requested or pay the advance payment, Sandd is entitled to immediately suspend further Delivery and everything owed to Sandd by the Client shall become claimable immediately, without prejudice to Sandd's other rights.
- 8.6 Payments made by the Client shall serve firstly to meet costs owed, followed by covering interest owed, followed by covering claimable invoices which have been open longest, even if the Client states that the payment relates to a later invoice.
- 8.7 Invoicing may be carried out by intermediaries (Graphic Designers, DM agencies, advertising agencies, etc.). In such cases, Sandd shall offer a guarantee for the original Client in which it states it guarantees payment if the intermediary does not meet its payment obligations.
- 8.8 The Client is not permitted to suspend any obligation under these General Terms and Conditions in whole or in part.
- 8.9 The Client is not permitted to offset any debt it owes to Sandd against any claim it may have against Sandd.

#### **Artikel 9 - Protection of Personal Data; Mailing List**

- 9.1 Sandd processes personal data in the context of Mail Delivery and related processes. With regards to these processing activities, Sandd is the controller in the sense of Privacy Regulations applicable in the Netherlands. Sandd determines which personal data is processed and has control over access to the personal data and determines retention periods. Processing personal data is necessary to execute the Agreement.
- 9.2 Sandd processes personal data in the proper and careful manner and in accordance with Privacy Regulations applicable in the Netherlands. Sandd undertakes not to disclose personal data to which Sandd obtains access when executing the Agreement or otherwise known during the Delivery of the Postal Items to third parties, save to the extent to which doing so is necessary to properly execute the contracted activities or Sandd is bound to do so by law or other regulations.
- 9.3 Sandd shall ensure suitable technical and organisational measures are in place to secure the personal data against loss or any form of unauthorised processing. Sandd shall ensure that these measures guarantee a suitable level of security based on the risks represented by the processing and nature of the data to be protected, taking into account the state of the art and the costs of implementation.
- 9.4 If, in the context of executing the Agreement, there is a breach relating to personal data (also known as a "data breach") as referred to in the GDPR, Sandd reserves the right to submit a report to the Personal Data Protection Authority or to data subjects if Sandd believes that it is obliged to do so.
- 9.5 In the context of a statutory obligation, in some cases Sandd shall make personal data available to competent (government) bodies. In these cases, Sandd shall only make available the information necessary to comply with a request.
- 9.6 Sandd shall inform data subjects through the privacy statement on the website that their personal data is being processed pursuant to Articles 13 and 14 GDPR.

- 9.7 The provisions in the paragraphs above are without prejudice to the Client's obligations and responsibility under Privacy Regulations applicable in the Netherlands.
- 9.8 Save in cases of intent and/or gross negligence on the part of Sandd, the Client indemnifies Sandd against all claims made against Sandd due to infringement of these provisions or under the Privacy Regulations applicable in the Netherlands.
- 9.9 Sandd is entitled to suspend execution of the Agreement if the Client is acting in breach of the provisions above or under the Privacy Regulations applicable in the Netherlands. Sandd is not liable for any damages arising as a result of this. The Client is liable to Sandd for all damages arising as a result of the suspension.
- 9.10 Sandd is entitled to examine the contents of any unsealed Postal Items, though only in order to, if the item was undeliverable, establish the address of the Client or the Addressee or to be able to establish the remuneration owed for Delivery .
- 9.11 Sealed Postal Items that are considered undeliverable in the context of Delivery and cannot be returned to the Client shall only be opened if Sandd is instructed to do so by the court of 's Gravenhage (subdistrict sector) to examine the contents of the Postal Item as far as is necessary to discover the address of the Client or the Addressee. Sandd respects the constitutionally-established principle of confidentiality of mail and acts in accordance therewith at all times. Any costs incurred by Sandd shall be forwarded to the Client.
- 9.12 If prior written consent to do so is obtained, the Client may enrich or have enriched Mailing Lists by adding the Sandd Code, bundle and/or pallet data and sorting the address lines. The Client shall always carry out or have carried out this activity on its own account and at its own risk and shall ensure that the applicable rules and procedures are complied with. Sandd is not required to subject Mailing Lists enriched in this way to further checks. Supplying enriched Mailing Lists which are not in accordance with Sandd's procedures may lead to Delivery being delayed or mean Delivery cannot be carried out. The Client recognises that Sandd is not liable for this and indemnifies Sandd against any third-party claims relating thereto.
- 9.13 Sandd uses credit management information to efficiently manage debtors. For this reason, if there is reason to do so Sandd may share data regarding open invoices as well as the amount to be paid, in a database in which they are used in an anonymised form for statistical analysis and data enrichment purposes.

## **Artikel 10 - Risk and Liability**

- 10.1 As a carrier, Sandd is liable for the Postal Item from the time it is actually received, i.e. the time at which the Postal Item is dropped off at the Drop-Off Location or is collected and the Client has signed a consignment note with specifications, until the time at which it is delivered i.e. the time at which the Postal Item is delivered to the Post Address or returned to the Client.
- 10.2 Sandd shall never be liable for any indirect damages incurred by the Client or third parties, including consequential damage, immaterial damage, trading loss, loss of income and/or losses due to delays. Sandd's liability for direct damage is limited in accordance with the provisions of this article. The Client or third parties have no other right than that to claim compensation for direct damage.
- 10.3 A Postal Item shall be deemed to have no value unless the Client adequately demonstrates otherwise. In the latter case, Sandd's liability is limited to the value of the Postal Item, determined in accordance with the provisions of Article 8:1103 of the Dutch Civil Code, on the understanding that Sandd is not liable above an amount as determined based on Article 8:1105 of the Dutch Civil Code.

- 10.4 Sandd is not liable for damages incurred by being unable to fulfil its obligations due to force majeure. Force majeure means any circumstance beyond the will of Sandd, due to which Sandd is fully or partially prevented from fulfilling its obligations towards the Client or as a result of which the fulfilment of its obligations cannot reasonably be required, regardless of whether that circumstance was foreseeable at the time of the conclusion of the Agreement, as well as any circumstance which a prudent businessperson would not have been able to avoid or prevent the consequences of. Force majeure also means force majeure on the part of one of Sandd's subcontractors or suppliers.
- 10.5 Sandd shall inform the Client as quickly as possible of a (possible) instance of force majeure within the meaning of paragraph 4 of this Article.
- 10.6 In any case, the Client is not entitled to compensation for damages insofar as the damage is the result of one of the following circumstances:
- the nature of or defects to the Postal Item itself;
  - insufficient packaging of the Postal Item by someone other than Sandd;
  - insufficient or defective addressing of the Postal Item;
  - failure to provide the Mailing List in time or faults and/or defects in the Mailing List;
  - non-timely and/or incomplete provision of Postal Item(s) for Delivery;
  - any other cause which may be attributed to the Client.
- 10.7 Claims against Sandd may only be made by the Client. The Client indemnifies Sandd against all claims from third parties (including Addressees) relating to activities performed under this Agreement.
- 10.8 A request for compensation for damages incurred in the context of the Delivery of Postal Items must be reported to Sandd in writing as quickly as possible, and within 30 days of the damage being incurred at the latest. The Client must provide Sandd with the information necessary to investigate the damage.
- 10.9 A request for compensation for damages due to the loss of a Postal Item shall only be considered if a Postal Item is not delivered to the Addressee and is not returned to the Client within 30 days of it being offered.
- 10.10 Sandd shall not invoke the liability-limiting provisions included in this Article if the respective damage is caused by intent or conscious recklessness on the part of Sandd or its managerial staff.
- 10.11 Insofar as the liability-limiting provisions and/or exclusions stated in this Article and/or other applicable such provisions cannot be invoked, Sandd's liability is nonetheless limited to the amount which is covered by Sandd's liability insurance in the case in question.

#### **Artikel 11 - Client's Liability**

- 11.1 Without prejudice to any legal provisions regarding the Client's liability, the Client shall be liable to Sandd for damages arising from an action attributable to the Client, by damages caused by a Postal Item offered by Delivery by the Client to (I) people working for or otherwise active on behalf of Sandd or (II) goods used by Sandd or a third party engaged by Sandd for Delivery or (III) other postal items.
- 11.2 The Client is also liable for all damages caused by failure to comply with agreed regulations and obligations, without prejudice to the other rights of Sandd related thereto.

## **Artikel 12 - Refusal, Suspension and Dissolution**

- 12.1 Sandd may refuse the Delivery of Postal Items if Sandd determines that:
- a) the Postal Items do not meet requirements set by Sandd regarding the weight, measurements, contents, addressing and packaging, as described in Article 13 of these General Terms and Conditions among other places;
  - b) the Postal Items were not provided for Delivery at the agreed time;
  - c) Delivery poses risk to persons or goods or Sandd has reason to believe that Delivery may pose a risk to persons or goods;
  - d) the Client does not comply with one or more provisions under these General Terms and Conditions or the Agreement;
  - e) Delivery conflicts with any statutory or regulatory provision or there are other reasonable grounds.

In the case of situations as described under (b), Sandd is entitled to deliver the Postal Items on a delivery day following the day on which the Postal Items are actually provided for Delivery, whereby a surcharge may or may not be imposed. Sandd shall inform the Client as soon as possible as to the decision made by Sandd.

- 12.2 Sandd may suspend the execution of the Agreement in whole or in part if Sandd establishes that one or more of the circumstances as stated in paragraph 1 of this Article arise.
- 12.3 Sandd may dissolve the Agreement in whole or in part if Sandd determines that one or more of the circumstances described in paragraph 1 of this Article arise and the Client has not remedied the defect or shortcoming within a period of 7 days from being called upon to do so by Sandd in writing. A written injunction from Sandd is not required if compliance is temporary or permanently impossible.
- 12.4 In case of (temporary) suspension of payments, (application for or declaration of) bankruptcy, shutdown or liquidation of the company of the Client, all Agreements with the Client are automatically dissolved unless the Client informs Sandd in reasonable time that it wishes to extend (part of) the respective Agreement(s), in which case Sandd is entitled, without notice of default, to:
- suspend the execution of the respective Agreement(s) until payment is sufficiently secured; and/or
  - suspend any of its obligations towards the Client;
- either of these are without prejudice to Sandd's other rights under any Agreement with the Client and without Sandd being bound to any compensation for damages.
- 12.5 If Sandd suspends the execution of the Agreement in whole or in part or dissolves the Agreement in whole or in part, the Postal Items and any associated documentation shall be returned to the Client or the Client will be able to collect the Postal Items. Remuneration to be paid for Delivery shall still be owed.
- 12.6 Sandd has the right to retain Postal Items in respect of what the Client owes Sandd for the Delivery of Postal Items, including return costs.

## **Artikel 13 - Shape, Packaging, Addressing, Measurements, Weight and Content of Postal Items**

- 13.1 A Postal Item offered by the Client for Delivery:
- a) shall only be in a different shape (other than rectangular or square) by agreement;
  - b) shall not be smaller than: 14 cm x 9 cm and not larger than 38 cm x 26.5 cm x 3.2 cm;
  - c) shall include the post code, address or P.O. Box number of the Addressee as well as the place of destination (including country, in the case of foreign destinations) and, if applicable, the bundle and pallet number and Sandd Code;



- d) shall include a return address in the upper left corner of the front or back of the postal item;
  - e) shall include an envelope or other packaging which is sufficiently sturdy to be processed without packaging;
  - f) shall not be heavier than 2.0 kilograms;
  - g) shall be packaged in a way which is suitable for the contents of the Postal Item, so that the Delivery is not impeded, and the Postal Item shall not damage other goods;
  - h) shall comply with the provisions described in the 'Working with Sandd' document. This can be found on the website [www.sandd.nl](http://www.sandd.nl).
- 13.2 Sandd shall determine whether the provisions of this article have been complied with. Sandd's assessment is decisive. Sand shall determine whether the party can be delivered. Sandd may refuse the party.
- 13.3 The address, as stated under Article 13.1 (c) of these General Terms and Conditions, must be given on the Postal Item and be clearly legible.
- 13.4 Sandd is entitled to make marks on the Postal Item which are necessary for Delivery.
- 13.5 The contents of the Postal Item may comprise moderate, written messages in any form, or other goods which are suitable for Delivery and which also comply with the provisions of this Article. Sandd does not transport living or dead animals, narcotics, or substances to which the Dangerous Substances Act applies.
- 13.6 For the transport of lithium batteries, suitable for the contents of the Postal Item (as specified in Article 13 paragraph 1 (g)) means: complies with the requirements of special provision 188 in chapter 3.3 of the ADR.

#### **Artikel 14 - Supplementary Services**

- 14.1 The Client may avail itself of collection and/or delivery service offered by Sandd. The Client must inform Sandd of this in writing. Sandd and the Client shall further stipulate agreements regarding the collection and/or delivery service in an Agreement.
- 14.2 If the Client avails itself of Sandd's collection service, the Drop-Off Location shall be the Client's address, or a location stated by the Client where the Postal Items must be picked up.
- 14.3 If the Client avails itself of Sandd's delivery service, the Drop-Off Location shall be the place to which Sandd delivers the Postal Items, whereby the Client signs the consignment note with specifications upon delivery. In this case, Sandd is responsible for the Postal Item from the time it obtains the Postal Item until the time the Postal Item is issued to the Client or returned to the Client.

#### **Article 14a - Supplementary Services: Use of Crates**

- 14a.1 Sandd can lend the Client crates to collect postal items at the Client's request. The Client is responsible for maintaining the crates in good condition and must take all care to prevent damage, theft or loss.
- 14a.2 At Sandd's request, the Client must return the crates clean and undamaged and within two (2) weeks. If it appears that the number of crates is lower than the number of crates Sandd's administration states it lent to the Client, the Client must pay Sandd a fee (determined in advance by Sandd) per missing crate. The number of crates lent as recorded by Sandd's administration is leading.
- 14a.3 The Client shall also owe this fee per crate if it appears that there has been serious damage to a crate, to be determined in fairness by Sandd.

## **Artikel 15 - Transfer of Rights and Obligations; Use of Third Parties**

- 15.1 Sandd is permitted to transfer its rights and obligations described in the Agreement and these General Terms and Conditions to third parties.
- 15.2 The Client is not entitled to transfer its rights and/or obligations under the Agreement to third parties, save insofar as the Agreement or these General Terms and Conditions otherwise entitle it to, or with the prior written agreement of Sandd.
- 15.3 Sandd reserves the right to have the Agreement (in whole or in part) executed by third parties.

## **Artikel 16 - Applicable Law and Competent Court**

- 16.1 All Agreements are governed by Dutch law.
- 16.2 Disputes relating to the (execution of the) Agreement and these General Terms and Conditions shall in the first instance be submitted to the competent court in the place where Sandd has its registered office.

## **Artikel 17 - Other Provisions**

- 17.1 All claims under the Agreement, except for those relating to the Client's payment obligations towards Sandd, become barred after a period of one year, starting from the date following that on which the Postal Item was offered to Sandd.
- 17.2 At all times, Sandd is entitled to amend or supplement these General Terms and Conditions, in which case the Client may terminate the Agreement within one month of notification or amendment or supplementation of the General Terms and Conditions, taking into account the notice period stated in the Agreement.
- 17.3 Nullity of any provision of these General Terms and Conditions does not affect the validity of the other provisions. If any provision of these General Terms and Conditions is not legally valid or be without legal effect, Sandd and the Client shall consult this provision with a legally-valid regulation which has as close as possible to the same contents and effect as the null or invalid provision.
- 17.4 Save unless and insofar as otherwise provided for under these General Terms and Conditions or the Agreement, the provisions of book 8 of the Dutch Civil Code apply correspondingly to Delivery by Sandd.
- 17.5 If Sandd makes use of a third party postal operator (e.g. abroad), the provisions of the respective postal operator shall apply to the part of the Delivery carried out by that third party postal operator.
- 17.6 If these General Terms and Conditions and a written Agreement concluded between Sandd and the Client contain conflicting provisions, the provisions of the Agreement shall apply.
- 17.7 In the case of a conflict between the original Dutch-language version and the English translation, the Dutch-language version prevails. This also applies in the case of a dispute.
- 17.8 These General Terms and Conditions are effective as of 1 January 2017.

**Sandd**

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**sandd.**