General Terms and Conditions GLS Netherlands

Article 1 - Definitions

The terms below have the following meanings in these General Terms and Conditions:

- **Addressee:** The natural or legal person at whose address the Consignment is to be delivered.
- **Addressee Only:** The Addressee Only service is available exclusively as an addition to Direct Delivery Plus, with delivery restricted to the residential address. The addressee's email address is mandatory for use of the Addressee Only service. After two unsuccessful delivery attempts, the Parcel will be returned to the Sender.
- **Adequate Packaging:** Packaging and protective materials suitable for the nature of the goods and capable of withstanding the normal stresses arising during carriage, transshipment and automated sorting. Consignments must be adequately packaged and bear labels approved by GLS. GLS shall be entitled to refuse Consignments which, in its opinion, are inadequately packaged or cannot be processed for any reason. Warnings or indications on the packaging, including "fragile" or similar wording, shall not release the Sender from the obligation to use Adequate Packaging. Further information is contained in the "Packaging Guidelines for Parcel Consignments" included in the Tariff Brochure. These guidelines may also be consulted on the GLS website.
- **AVC:** The latest version of the Algemene Vervoercondities. GLS will send out copies on request; the AVC can also be consulted on its website.
- **Business Days:** Days on which GLS delivers a Consignment to the Addressee. In the Netherlands, these are Monday to Friday, excluding national public holidays and any other days determined by GLS, details of which may be obtained from GLS, on which GLS is closed. Delivery days may differ for destinations outside the Netherlands.
- **Business Freight:** A Consignment that meets the requirements set by GLS for this product and of which the Dispatch and Delivery Addresses are situated within the Netherlands.
- **Business Point:** Collection point where small business customers deliver their consignments.
- **CMR:** The Convention on the contract for the International Carriage of Goods by Road (Geneva 1956) and supplementary Protocols. GLS will send out copies on request; the CMR can also be consulted on its website.
- **Consignment:** One or more shipping units consisting of goods or parcels from one sender and intended for one addressee, presented to GLS for carriage by the Sender or by third parties on the Sender's instructions under the agreement concluded between the parties, including the required documents.
- **Direct Delivery:** A Consignment that meets the requirements set by GLS for this product, for which the Dispatch and Delivery Addresses are located within the Netherlands, for which no proof of delivery is required and for which the insurance value is limited.
- **Direct Delivery Plus:** A Consignment that meets the requirements set by GLS for this product and of which the Dispatch and Delivery Addresses are situated within the Netherlands.
- **Direct Representation:** The performance by GLS, on the basis of an authorisation granted by the Principal for that purpose, of customs formalities in the name and on behalf of the Principal in accordance with Article 18 et seq. of the Union Customs Code.
- **Dispatch address:** The address at which a Consignment is presented to GLS for dispatch. Post-office box addresses are not permitted and shall be regarded as incorrect addressing.
- **Euro Business Freight:** A Consignment that meets the requirements set by GLS for this product and of which the Dispatch and Delivery Addresses are situated in two different countries within Europe.
- **Euro Direct Delivery:** A Consignment that meets the requirements set by GLS for this product and of which the Dispatch and Delivery Addresses are situated in two different countries within Europe.
- **Express Delivery:** A Consignment that meets the requirements set by GLS for this product and of which the Dispatch and Delivery Addresses are situated within the Netherlands, with the exception of the Wadden Islands.
- **Freight Forwarding:** The agreement under which GLS undertakes towards the Sender to conclude a contract of carriage with a third-party carrier in its own name or in the name of the Sender. Where Freight Forwarding applies, GLS shall not be regarded as the carrier.
- **Global Delivery:** A Consignment that meets the requirements set by GLS for this product and of which the Delivery Address is situated outside Europe.
- **GLS:** General Logistics Systems Netherlands B.V., registered with the Utrecht Chamber of Commerce under number 34129769.
- **IATA:** International Air Transport Association.
- **Logistic Services:** All activities such as special services, loading and unloading, receipt, storage and release, inventory management, order processing, order picking and distribution, display assembly, repacking, assembly, invoicing and preparation for dispatch, excluding carriage and Freight Forwarding.
- **Non-Conveyable (NoCo):** A Consignment that cannot be processed on the automated sorting systems used by GLS. GLS may classify Consignments as Non-Conveyable where: **(a)** the goods may, by their nature, be damaged by automated sorting; **(b)** the goods may damage the automated sorting system; **(c)** the Consignment is longer than 120 cm and/or wider than 60 cm and/or higher than 60 cm; **(d)** the parcels are not packaged or are inadequately packaged; **(e)** the parcels have protruding parts, an uneven base, or a centre of gravity above the midpoint; **(f)** the parcels are tubes or rolls; or **(g)** GLS otherwise considers the Consignments unsuitable for automated sorting. Because of the automated nature and scale of the operational sorting process, GLS cannot in every case record, for each individual Consignment, whether and why it was unsuitable for automated sorting. If the Sender disputes that a Consignment qualifies as Non-Conveyable, the Sender shall bear the burden of proving that the Consignment was suitable for processing through the automated sorting systems when presented to GLS.
- **Parcel:** A shipping unit weighing no more than 32 kg and no less than 0.1 kg, with a maximum girth of 3 metres (1 x length + 2 x width + 2 x height), a maximum length of 2 metres, a maximum width of 0.8 metres and a maximum height of 0.6 metres. The minimum dimensions are 0.1 metres in length, 0.05 metres in width and 0.015 metres in height. The Parcel must be adequately packaged and bear barcode labels approved by GLS.
- **Parcel Locker:** An automated locker to which parcels are delivered at the request of the Sender or Addressee. The maximum dimensions for Consignments delivered to a Parcel Locker are 61 cm (longest side) x 41 cm (shortest side) x 52.5 cm (remaining side). The maximum weight per Parcel is 20 kg.
- **Parcel Shop:** A GLS depot or independent business at which consumers may dispatch their parcels and/or collect them following an instruction. The maximum dimensions for Consignments delivered to a Parcel Shop are 120 cm (longest side) x 80 cm (shortest side) x 60 cm (remaining side). The maximum weight per Parcel is 20 kg.
- **Principal:** The natural or legal person who instructs GLS to perform customs services and authorises GLS to act in that person's name and on that person's behalf as direct representative.
- **Proof of Delivery:** A signature of the Addressee and/or a delivery scan recorded by GLS and/or, in the case of delivery to a Parcel Locker, the record of the opening of the relevant locker compartment shall constitute proof of delivery of a Consignment. The Sender acknowledges that each such individual record shall in itself constitute sufficient proof that the Consignment has been delivered, subject to evidence to the contrary.
- **Proof of Receipt:** The registration of a Consignment by means of a scan performed by GLS shall constitute proof that GLS has received the relevant Consignment. Such registration shall not constitute proof of the nature, contents, quantity, condition, value or weight of the goods contained in the Consignment.
- **Safe-place Authorisation:** A one-off or continuing authorisation given by the Addressee to leave the Consignment at a previously agreed location. No signature on receipt can be requested and the Addressee waives the right to hold GLS and/or the Sender liable for loss, theft and/or damage occurring after delivery.
- **Sender:** The party entering into an agreement with GLS concerning the carriage of goods, Logistics Services and/or Freight Forwarding.
- **Shipping Charges:** The charges levied by GLS for the carriage of a Consignment, including applicable surcharges, inter alia for services.
- **Volume:** The volume of a Consignment is calculated by multiplying length x width x height.
- **Volumetric Weight:** The calculated weight obtained by multiplying length x width x height (in metres) by the volumetric factor (kilograms/m3). The volumetric factor is 250 kg/m3 for Freight products and 167 kg/m3 for Delivery products, except for Global Delivery, for which it is 200 kg/m3. The Consignment shall be charged on the basis of Volumetric Weight where this exceeds the actual weighed weight.

Article 2 - Applicability of these Terms and Other Rules

1. These General Terms and Conditions shall apply to all quotations, activities and agreements of GLS, unless the parties have expressly agreed otherwise in writing. In addition, insofar as applicable, the Dutch General Conditions of Carriage 2002 (AVC), the CMR Convention, and the industry conditions and rules referred to in Article 11 shall apply. The Sender's own terms and conditions shall not be accepted, even if the Sender has expressly referred to them.
2. Once a contract has been concluded subject to these General Terms and Conditions, these General Terms and Conditions, the AVC and the CMR shall without exception also apply to future quotations issued, activities performed and agreements entered into by GLS. These General Terms and Conditions and the AVC shall then be deemed known to and accepted by the parties.
3. The applicability of any other general terms and conditions of the Sender is expressly rejected, even if they are referred to in instructions provided to GLS. Contrary to Article 6:225(3) of the Dutch Civil Code, GLS shall not be bound by deviations contained in the acceptance by a prospective Sender. Any deviations from these Terms may be agreed only in writing and shall apply solely to the specific agreement to which they relate.
4. Where an agreement is concluded in person, a copy of these General Terms and Conditions and the AVC shall be provided to the Sender; where an agreement is concluded electronically, they shall be sent as a PDF. The General Terms and Conditions can also be downloaded on the GLS website.
5. In the event of any conflict between these General Terms and Conditions and other rules applicable to the agreement between GLS and the Sender, these General Terms and Conditions shall prevail insofar as derogation from those other rules is permitted. For customs services, the different order of precedence set out in Article 14(1) shall apply.
6. Documents required under the agreement must comply with the specifications imposed by GLS, statutory requirements and applicable supplementary rules. Details of these requirements may be obtained from GLS.
7. GLS shall be entitled to engage third parties in performing the agreement and to have its activities and obligations performed in whole or in part by third parties.

Article 3 - Delivery

1. GLS shall deliver the Consignment within a reasonable period and only on Business Days. At the request of the Sender and against payment, Express Delivery, Direct Delivery Plus and Direct Delivery Consignments may also be delivered on Saturdays.
2. Where the Dispatch Address and Delivery Address are located in the Netherlands, GLS shall use reasonable endeavours to deliver a Consignment presented to it before 18:00, unless otherwise agreed, to the Addressee on the next Business Day. Where the Delivery Address is located on one of the West Frisian Islands, GLS shall use reasonable endeavours to deliver the Consignment to the Addressee on the second Business Day following the day on which GLS received it.
3. Delivery periods stated in the agreement are not guaranteed delivery periods, except for Express Delivery, and shall constitute indicative periods which GLS shall use reasonable endeavours to meet.
4. Where GLS collects the Consignment from an address specified by the Sender, the time at which GLS takes receipt of the Consignment shall be regarded as the time at which it is presented to GLS.
5. If no one is present at the Delivery Address, the time at which this is established shall be regarded as the time at which GLS has fulfilled its delivery obligation. GLS shall record this time, which shall be decisive in assessing its delivery efforts.
6. At the request of the Sender or Addressee, delivery may also take place through a Parcel Shop or to a Parcel Locker.
7. GLS shall be entitled, through its tools or otherwise, to agree with the Addressee that eligible Consignments will be delivered by leaving them at a location agreed between GLS and the Addressee.
8. GLS shall not be required to perform any obligation and shall not be liable for delay or damage if and to the extent that performance is prevented or delayed by circumstances reasonably beyond the control of GLS, including natural disasters, war, terrorism, strikes and other labour disputes, pandemics, government measures, traffic disruption, failures in energy, communication or IT systems, and failures by third parties on whom GLS depends in performing the agreement, insofar as mandatory provisions and applicable international conventions do not provide otherwise.

Article 4 - Undelivered, Uncollected and Refused Consignments

1. A Consignment refused by the Addressee or which cannot be delivered, for example due to incorrect addressing, shall be returned by GLS to the return address specified by the Sender.
2. If a Consignment cannot be delivered because no one is present at the Delivery Address, it shall be returned to the depot. The Addressee shall be notified of the failed delivery attempt and of the options for a second delivery attempt and/or collection. If the Addressee does not respond within five Business Days after the first delivery attempt, the Consignment shall be returned to the Sender.
3. For Direct Delivery home-delivery Consignments, if the Addressee is not at home, the Consignment shall be taken directly to the nearest Parcel Shop. The Addressee shall be informed by notification containing location and collection details.
4. If a second delivery attempt is unsuccessful, the Consignment shall automatically be returned to the Sender.
5. For Point Delivery Consignments presented at a Parcel Shop or Parcel Locker, if the Addressee does not collect the Parcel within five Business Days after the first notification, the Consignment shall automatically be returned to the Sender.
6. GLS may charge the Sender the cost of returning a Consignment. The return charges referred to in this Article vary by product. Further information is available in the Tariff Brochure.
7. If a Consignment cannot be delivered and cannot be returned to the Sender, GLS shall be entitled to store the Consignment for the account and at the risk of the

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Sender and to request further instructions from the Sender. The related storage, carriage, handling and other costs shall be borne by the Sender.
8. If the Sender fails to provide instructions within a reasonable period set by GLS, cannot be traced, or the Consignment can no longer reasonably be stored, GLS shall, insofar as permitted by law, be entitled to sell, destroy or otherwise appropriately dispose of the Consignment. Where the nature or condition of the goods, including perishable or dangerous goods, requires immediate measures, GLS shall be entitled to take such measures without prior notice. The associated costs shall be borne by the Sender.

Article 5 - Returns Initiated by the Addressee
1. For purposes of this Article, returns are Consignments returned to the Sender at the initiative of the Addressee, for example a consumer.
2. GLS shall be responsible for delivering returns to the return address specified by the Sender. If a return cannot be delivered, it shall be tendered again or, if delivery proves structurally impossible, destroyed. The associated costs, including any storage and processing costs, shall be borne by the Sender.
3. Returns initiated by the Addressee shall be processed only if they comply with the conditions established by GLS, including but not limited to the agreed return method.
4. GLS accepts no liability for the nature, quantity or value of the goods placed in the return by the Addressee, except to the extent that such liability arises under the applicable AVC and/or CMR.

Article 6 - Liability of GLS
1. With respect to the liability of GLS under an agreement concluded with the Sender, reference is made to the Product - Industry Conditions - Rules Matrix in Article 11.
2. GLS shall not be liable for consequential loss.
3. GLS shall not be liable for loss, theft and/or damage in respect of Consignments delivered pursuant to a Safe-place Authorisation given by the Addressee.

Article 7 - Rates and Terms of Payment
1. GLS shall apply the rates and surcharges for its services as set out in its Tariff Brochure, which is available from GLS. GLS reserves the right to amend specifications, rates and/or surcharges from time to time. Where applicable, rates and surcharges are stated in euros, ex depot and exclusive of VAT.
2. Shipping Charges for a Consignment shall be calculated on the basis of the actual weighed weight, Volumetric Weight or declared weight. If none of these weights is available, a weight of 7 kg shall be applied.
3. When calculating Shipping Charges for a Consignment sent as Direct Delivery, Direct Delivery Plus or Euro Direct Delivery, GLS reserves the right to charge a volume surcharge where the Volumetric Weight of the Consignment differs substantially from its actual weight.
4. In addition to the agreed carriage charge, GLS shall be entitled to charge the surcharges and ancillary costs applicable to the relevant Consignment, service or situation. These include surcharges for collection, additional delivery services, returns, Non-Conveyable Consignments, non-standard volume or format, incorrect labelling, incomplete or incorrect data, interventions, island destinations, energy, tolls and distance-based road charges, waiting time, storage, a second delivery attempt, delivery to residential addresses, pallet handling, advance notification, customs formalities, and other costs imposed by third parties or authorities. The applicable amounts and conditions are set out in the Tariff Brochure applicable to the agreement.
5. A surcharge shall be charged for processing Non-Conveyable Consignments.
6. If the Sender supplies incorrect or incomplete data required for processing parcels in our systems, GLS reserves the right to charge a surcharge to cover the additional administrative work and/or delays caused.
7. Where no direct-debit authorisation is used, administration charges shall apply. Additional administration charges shall apply to paper invoices. Current administration charges are set out in the Tariff Brochure.
8. The applicable payment term is 14 days from the invoice date, unless otherwise agreed in writing. If payment is not made within that period, the Sender shall be in default by operation of law, without any further notice of default being required.
9. From the time the Sender is in default, GLS shall be entitled to default interest at 1.25% per month on outstanding amounts. GLS shall also be entitled to charge extrajudicial collection costs to the Sender. Such costs shall be due from the time the Sender is in default and shall be calculated in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree (Bulletin of Acts and Decrees 2012/141), or the latest version thereof.
10. If energy prices increase after conclusion of the agreement, GLS shall be entitled to charge the Sender an energy surcharge.
11. Ancillary costs incurred in performing the agreement and beyond the control of GLS, including but not limited to tolls, distance-based road charges, taxes and other levies and/or costs resulting from government rules, shall be borne by the Sender. GLS shall be entitled to charge such costs retrospectively.
12. Where performance of the agreement requires customs formalities or other formalities relating to the import, export or transit of goods, the Principal shall be responsible for timely provision of all complete and correct data, documents and authorisations required for that purpose. GLS shall be entitled to suspend performance for as long as such data, documents or authorisations are absent or, in GLS's opinion, insufficient. The Principal shall bear the import duties, export duties, taxes, levies, fines and other costs payable in respect of the Consignment insofar as these are for the account of the Principal under the agreement, the applicable Incoterm or applicable law. Article 14 shall also apply to these services.

Article 8 - Right of Retention, Prohibition of Set-off and Suspension, and Additional Security
1. The Sender shall at all times, upon first request, provide security for all amounts owed or to be owed to GLS.
2. Claims for payment of freight, any other amounts due in connection with carriage, or any other costs attaching to the goods may not be set off against claims arising on any other basis.
3. The Sender shall furthermore not be entitled to suspend its obligations under the agreement on any ground whatsoever.
4. GLS shall be entitled to retain goods and documents in its possession in connection with performance of the agreement until all due and payable claims of GLS against the Sender have been satisfied, insofar as permitted by law, applicable industry conditions and mandatory transport-law provisions.

Article 9 - Prohibited Consignments
1. The Sender may not present to GLS under the agreement any Consignment containing, including but not limited to, dangerous goods under the applicable ADR and IATA rules, live plants and/or animals, imitation or actual weapons, perishable goods, human remains, personal goods, identity documents, coins, banknotes, securities, postage stamps, precious stones, unminted gold or silver, works of art, goods shipped under an ATA carnet, alcohol, tobacco, narcotics, temporary-import goods, or customer-to-customer goods subject to customs contracts.
2. The Sender may likewise not present to GLS Consignments containing goods whose dispatch is prohibited, for example because of their contents, the intended recipient or addressee, or the country of dispatch or receipt. The Sender shall ascertain which acts are prohibited or criminalised by consulting the relevant laws and regulations and shall do so continuously in order to remain informed of relevant amendments. Relevant laws and regulations include all laws, regulations or directives imposing sanctions, including trade restrictions, economic sanctions, export-control measures and restrictions concerning dual-use goods, against countries, individuals or entities, including without limitation those imposed by the United Nations, the European Union and EU Member States, as well as any other applicable laws or regulations whose nature is relevant.
3. Parcels weighing more than 32 kg or whose girth exceeds the limits established for dispatch as a Parcel may not be sent as a Parcel. Such Parcels shall, at additional cost, be handled as Freight Consignments or returned.
4. GLS shall be entitled to refuse its services in respect of the Consignments referred to in paragraphs 1, 2 and 3. If, during performance of the agreement, it becomes apparent that the Sender has failed to comply with those paragraphs, GLS shall be entitled to suspend performance and place the Consignment at the Sender's disposal.
5. GLS shall not be liable for damage to and/or loss of the Consignments referred to in paragraphs 1, 2 and 3.
6. The mere fact that a Parcel has been accepted for carriage does not mean that it satisfies the conditions for dispatch as a Parcel. The Sender shall at all times remain responsible for compliance with the product specifications referred to in paragraphs 1, 2 and 3.
7. If GLS reasonably suspects that a Consignment contains goods prohibited under this Article, may cause damage to other goods, persons or property, and/or may involve a breach of law, GLS shall be entitled to open the packaging and inspect the contents. If the suspicion is confirmed, GLS shall be entitled to refuse, refrain from carrying, or return the Consignment. GLS shall not be liable for loss of any kind arising from the inspection or measures subsequently taken.

Article 10 - Privacy and Processing of Personal Data
1. GLS is committed to respecting and protecting the privacy and security of personal data.
2. GLS processes the personal data supplied in the context of the agreement for the purpose of performing the agreement and providing a good service. GLS processes personal data in accordance with the General Data Protection Regulation ('the GDPR').
3. GLS has adopted a privacy policy in this regard, which may be consulted on its website. The privacy policy forms an integral part of these General Terms and Conditions.
4. Personal data processed by GLS shall be retained for as long as necessary for the processing purposes set out in the privacy policy and no longer than permitted by law.
5. The Sender shall process personal data properly and with due care and shall comply with applicable privacy and data-protection legislation.
6. In the event of requests and/or complaints from data subjects and/or supervisory authorities, discovery of a possible personal-data breach, obligations to share personal data with third parties, and/or other privacy-related obligations, the Sender shall, where the matter also concerns GLS, inform GLS as soon as possible and in any event within 36 hours.
7. The Sender shall inform Addressees about the transfer of their personal data and shall indemnify GLS against all claims, fines and/or costs arising from the Sender's failure to comply with applicable privacy and data-protection legislation.

Article 11 - Product – Sector Conditions – Regulations - Matrix
1. Table 1 sets out the industry conditions and applicable rules that apply in addition to these General Terms and Conditions, together with the resulting liability of GLS towards the Sender.
2. Without prejudice to the limitations and exclusions of liability contained in the applicable AVC and CMR, GLS shall not be liable for damage or loss in the following cases:

a. Fragile goods, including but not limited to glassware, earthenware and cast iron;
b. Damage to items whose maximum dimensions, including girth, and/or weights established in the product specifications have been exceeded;
c. Damage to hard drives, or misalignment of read/write heads in computers, computer components and printers;
d. Shipments consisting of several packages, parcels or boxes bundled into a single Consignment, other than on a pallet;
e. Where a written claim has not been submitted to GLS within six months after the dispatch date.

3. The Sender shall comply with the claims procedure established by GLS. GLS shall be required to consider a claim only if it has been submitted in accordance with the applicable procedure.
4. Compensation shall be determined on the basis of the purchase value of the contents of the Parcel. The Sender undertakes to prove this purchase value to GLS by submitting the relevant purchase invoice. If the purchase invoice cannot be provided, a proper and verifiable cost-price calculation shall suffice. Where the Consignment consists of goods sent for repair, GLS shall apply depreciation of 25% for each elapsed year.
5. Unless otherwise agreed, GLS cannot be required to return packaging made available to it, including Euro pallets, to the Sender and shall not be liable for any resulting loss suffered by the Sender.
6. If a Sender has taken out its own transport insurance, GLS shall consider only claims falling within the deductible under that insurance. Where no deductible applies, GLS shall consider only claims submitted by the Sender's insurer.
7. The limitations and exclusions of liability and other defences available to GLS under these General Terms and Conditions may also be invoked by employees, subordinates, auxiliary persons, carriers, freight forwarders and other third parties engaged by GLS in performing the agreement, insofar as permitted by law.
8. For dispatch through a Parcel Locker, GLS's liability commences upon the first scan of the Consignment by GLS. Where GLS delivers to a Parcel Locker, GLS's liability ends when the Consignment is placed in the Parcel Locker. Proof of delivery to a Parcel Locker shall be governed by the definition of "Proof of Delivery" in Article 1.

Article 12 - Submission and Handling of Claims
1. A claim for compensation against GLS must, subject to the six-month period after the dispatch date referred to in Article 11(2), be submitted in accordance with the claims procedure established by GLS and within all other applicable statutory, treaty-based and/or contractual time limits.
2. GLS shall consider the substance of a claim only if the claimant has completed the claims procedure in full. This shall in any event require the claim form prescribed by GLS to have been completed fully and truthfully and all data, documents and evidence reasonably requested by GLS for assessment of the claim to have been supplied in full.
3. If a claim is incomplete, GLS shall allow the claimant a reasonable period specified by GLS in which to provide the missing data, documents or evidence. Until the claim

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is complete, GLS shall not be required to assess its substance or make payment.
4. If the information or documentation necessary for assessment is not provided, is incomplete, or is not provided within the specified period, GLS may discontinue further handling of the claim insofar as the missing information is necessary to assess the claim and/or its amount.
5. Submission or handling of a claim, a request for additional information, the conduct of an investigation or any other act in connection with the claims procedure shall not constitute an admission by GLS of liability, an obligation to compensate, or the amount of compensation claimed.
6. This Article shall be without prejudice to mandatory provisions of applicable national law and applicable international conventions, including, where applicable, the CMR Convention.

Article 13 - Indemnity

1. The Sender shall indemnify GLS and third parties engaged by GLS in performing the agreement against third-party claims and any resulting loss, costs, fines and expenses insofar as they arise from an act or omission of the Sender, the Addressee or other persons for whom the Sender is responsible, including in any event:

a. the provision of incorrect, incomplete or untimely information or documentation;
b. the presentation of prohibited, dangerous or otherwise non-compliant goods;
c. failure to comply with applicable customs, tax, sanctions, export-control or other statutory obligations;
d. the absence of a required licence, consent or authorisation; and
e. failure to perform the Sender's obligations under the agreement or these General Terms and Conditions.

2. This indemnity shall apply insofar as the relevant claim or loss is not required to remain for GLS's account under applicable mandatory law.

Article 14 - Customs Formalities and Direct Representation

1. Where GLS performs customs formalities on the instructions or for the benefit of the Principal, this Article shall apply. Unless otherwise agreed in writing, the Dutch Forwarding Conditions of FENEX, including the arbitration clause contained therein, shall also apply to the performance of customs services. Contrary to Article 2, in the event of any conflict between these General Terms and Conditions and the Dutch Forwarding Conditions, the Dutch Forwarding Conditions shall prevail in respect of customs services, unless the parties have expressly agreed otherwise in writing.
2. GLS shall perform customs formalities in the name and on behalf of the Principal on the basis of an authorisation for Direct Representation granted by the Principal. The Principal shall remain responsible for the obligations imposed upon it as declarant under applicable customs legislation. GLS shall be entitled to refuse to perform customs services if the required authorisation, documents, information or data are missing, incorrect or incomplete, or if performance could, in GLS's reasonable opinion, conflict with applicable law. GLS shall inform the Principal thereof as soon as possible.
3. The Principal shall provide GLS in a timely manner with all documents, information and data necessary to perform the customs services, fully and accurately. This obligation includes immediately reporting changes or circumstances that may affect the accuracy of information already provided or customs declarations already made. The Principal warrants the accuracy, completeness and authenticity of documents, information and data provided by or on its behalf. GLS shall be entitled to rely on their accuracy and completeness unless GLS knows or ought reasonably to know that they are incorrect or incomplete.
4. GLS shall perform the customs services on the basis of documents, information and data provided by the Principal. GLS may require additional information or documents where, in its reasonable opinion, these are necessary for proper performance of the customs services. Unless otherwise agreed in writing, GLS shall, insofar as reasonably possible and in the Principal's interests, be entitled to attend sampling and physical inspections by the customs authorities.
5. Unless otherwise agreed in writing, the facilities available to GLS may be used to provide security for and pay any duties, levies and taxes due. The Principal shall, upon first request, reimburse GLS for all duties, levies, taxes and related costs paid or advanced by GLS on the Principal's behalf. GLS shall be entitled to require advance payment or security which it considers sufficient before performing customs services.
6. In accordance with applicable customs legislation and the licences and authorisations applicable to it, GLS shall maintain records in which documents, records and data relating to customs declarations are retained. The Principal shall retain documents, records and data supplied by it in its own records for the applicable statutory retention periods. Upon first request, the Principal shall provide such cooperation as GLS may reasonably require to comply with statutory obligations, including inspections by competent customs authorities.
7. GLS shall be entitled to engage third parties in performing customs services. Where a third party engaged by GLS itself acts as customs representative, GLS shall engage only a third party authorised to act as customs representative under applicable law. The Principal agrees that GLS may make available to third parties engaged by GLS the documents, information, data and authorisations necessary to perform the customs services. Where an additional or separate authorisation from the Principal is legally required for performance by a third party, the Principal shall provide it upon first request.
8. Liability of GLS for performance of customs services shall be governed by the Dutch Forwarding Conditions insofar as the parties have not expressly agreed otherwise in writing. The Principal shall be responsible for the consequences of documents, information and data which are incorrect, incomplete or not supplied on time, unless and to the extent that those consequences result from a breach attributable to GLS. The indemnity in Article 13 shall apply in full, and for purposes of customs services references to the Sender in Article 13 shall also include the Principal.
9. The authorisation for Direct Representation shall remain in force for as long as the Customer Agreement remains in force, unless revoked earlier by the Principal or GLS gives written notice that it will no longer act as direct representative. The Principal may revoke the authorisation in writing at any time. If the authorisation is revoked or GLS no longer acts as direct representative, GLS shall not be required to accept new instructions or Consignments requiring customs representation. Termination or revocation shall not affect the performance and completion of customs instructions accepted by GLS before such termination or revocation, nor the related statutory and contractual obligations, insofar as continued performance is permitted by law.
10. The provisions of this Article shall survive termination of the Customer Agreement or revocation of the authorisation insofar as necessary for completion of customs acts already performed, compliance with statutory record-keeping and retention obligations, handling of inspections, requests and proceedings by competent public authorities, and settlement of payment obligations and claims arising from customs services performed before termination.

Article 15 - Final Provisions, Disputes and Governing Law

1. All agreements with GLS shall be governed by Dutch law.
2. The competent court in the District of Utrecht shall have exclusive jurisdiction over disputes arising between the parties under the agreement, except for disputes subject pursuant to Article 14 to the arbitration clause in the Dutch Forwarding Conditions and except insofar as mandatory law or an applicable convention provides otherwise.
3. Where the CMR Convention applies to the agreement, the CMR Convention shall, contrary to paragraph 2, determine which court has jurisdiction over the dispute.
4. If the Sender is in default towards GLS in the performance of its obligations under the agreement, GLS shall be entitled immediately to suspend its obligations under the agreement. If the Sender subsequently fails, despite formal demand, immediately to perform its obligations under the agreement, GLS shall be entitled to terminate the agreement with immediate effect, without observing a notice period, and permanently discontinue its services, without owing the Sender compensation or otherwise assuming liability.
5. Unless otherwise provided in the agreement, GLS shall at all times be entitled to terminate the agreement subject to two (2) months' notice.
6. If any provision of these General Terms and Conditions is wholly or partly void, voidable or otherwise unenforceable, the remaining provisions shall remain in full force and effect. In such event, the parties shall replace the relevant provision with a valid provision which, insofar as possible, reflects the purpose and intent of the original provision.
7. Any failure or delay by GLS in exercising any right or power under the agreement or these General Terms and Conditions shall not constitute a waiver of that right or power.

Table 1 Liability by Product

Product	Applicable industry conditions / rules	GLS liability under industry conditions / rules	Alternative GLS liability
Letterbox Delivery, Point Delivery, Direct Delivery	AVC	EUR 3.40 per kilogram	Not applicable
Direct Delivery Plus*	AVC	EUR 3.40 per kilogram	Max. EUR 500 per Parcel (based on the purchase value of the goods), subject to a deductible of EUR 50 per Parcel and the exclusions listed in Article 11(2)
Euro Direct Delivery*	CMR, supplemented by the AVC	8.33 SDR per kilogram	Max. EUR 500 per Parcel (based on the purchase value of the goods), subject to a deductible of EUR 50 per Parcel and the exclusions listed in Article 11(2)
Global Delivery	Depending on the mode of transport. If the CMR applies in whole or in part, the AVC shall apply additionally. Details available from GLS	Depending on the applicable rules. Details available from GLS	Max. EUR 500 per Parcel (based on the purchase value of the goods), subject to a deductible of EUR 50 per Parcel and the exclusions listed in Article 11(2)
Express Delivery	AVC	EUR 3.40 per kilogram	Max. EUR 1,000 per Parcel (based on the purchase value of the goods), subject to a deductible of EUR 50 per Parcel and the exclusions listed in Article 11(2)
Business Freight	AVC	EUR 3.40 per kilogram	Not applicable
Euro Business Freight	CMR, supplemented by the AVC	8.33 SDR per kilogram	Not applicable

*Consignments dispatched from a Parcel Shop are excluded from these provisions; only the AVC/CMR conditions shall apply to them.

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