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1. Definitions

For the purposes of these General Terms and Conditions applicable to the Products and/or Services of POST Courier (the "General Terms and Conditions"), the terms in initial capitals are defined below or, where applicable, in the Special Terms and Conditions:

'Access Point': any physical facility of POST Courier published on the Website where Senders may place an Item in the Postal Network to benefit from the Postal Services, such as a public letter box;

'Additional Service(s)': any optional and/or supplementary service to actual Postal Services and/or ordered simultaneously to Postal Services (e.g. additional insurance for the contents of Items, Registered Items, etc.);

'Address': the designation of (i) a specific point of destination acknowledged by POST Courier and (ii) the Addressee to whom an Item may be dispatched;

'Address Box': the area on the front of the Item where the Address must be listed;

'Addressee': the natural person or legal entity whose name is listed in the Address Box of the Item, and is the intended addressee, by any Means of Receipt;

'Alternative Drop-off Machine': any automated delivery or collection point of the Postal Network made available to consumers, which is accessible 24 hours a day or according to the specific opening times and conditions of the site inside which it has been installed (for example a PackUp station);

'Alternative Drop-off Point': any delivery or collection point of the Postal Network such as an Alternative Drop-off Machine or certain Point of Sale which Customers may benefit from;

'Cash on Delivery Item': the Service available only for Items to a Local Addressee, allowing the Sender to make the delivery of an Item to the Addressee conditional on the payment to any agent responsible for POST Courier's delivery of an amount established in advance by the Sender;

'Contract': the agreement between the Customer and POST Courier comprising all the conditions which are applicable to the supply of a Product and/or Service ordered by the Customer, including the General Terms and Conditions, the Special Terms and Conditions and, where applicable, the conditions set out on the Form;

'Customer': any natural or legal person benefiting from and/or placing an order for a Product and/or Service supplied by POST Courier;

'Customer Account': the personal account of the Customer created via and accessible from the Website, allowing certain Products and/or Services to be ordered;

'Form': the form which must be completed by the Customer and returned to POST Courier to order certain Products and/or Services;

'ILR': *Institut Luxembourgeois de Régulation* (Luxembourg Regulatory Institute);

'Insured Item': the Service used to insure an Item (excluding Parcels) against loss, theft or deterioration, up to the value declared by the Sender when ordering the Service, within the limit of any limitations and/or restrictions applicable abroad;

'Item': the item bearing (i) Postage and (ii) an Address compliant with the General Terms and Conditions as acknowledged by POST Courier, and intended to be dispatched via the Postal Network (for example any correspondence document, newspapers, periodicals and Registered Items, with or without an Additional Service(s));

'Item with Notification': any Item which is subject to a Notification;

'Law': any law or regulation applicable to Products and Services, notably the Law of 26 December 2012 on Postal Services (as amended) and the provisions applicable to the Universal Postal Union;

'Letter Box': the physical facility belonging to the Customer intended for the receipt of Items, of a large or smaller dimension, which POST Courier can access from the public road, on which is affixed the name of the Addressee and inside which Items may be easily and safely placed by POST Courier;

'Local Addressee': the Addressee whose Address listed in the Address Box is located in the Grand Duchy of Luxembourg;

'Means of Receipt' (or 'Means'): the Letter Box or any other facility and/or means of alternative delivery acknowledged by POST Courier (such as a Post Office Box, a neighbour, an Alternative Drop-off Machine, a Point of Sale, etc.) enabling Items to be delivered;

'Notification': notification of collection of an Item, left for information in the Means of Receipt of the Local Addressee, when it was not

possible to hand over the Item in accordance with the means of delivery applicable to the concerned Service;

'Parcel': the Service providing a flat-rate guarantee of Recorded Items (e.g. XL or XXL Item) against the risk of loss, theft or deterioration and providing the Sender with proof of deposit of the Item in question and its delivery to the Addressee, where applicable with certain dispatching and/or delivery guarantee terms in accordance with the Price List;

'Parties': collectively, the Customer and POST Courier;

'Party': individually, the Customer or POST Courier;

'Personal Data': the personal data of the Customer and/or, as the case may be, those of the persons connected to its organisation, processed by POST Courier (e.g. name, address [physical and email], telephone number, account number, etc.);

'Personal Data Notice': the document containing information concerning the protection of the Customer's Personal Data, available on the Website and at Points of Sale;

'Point of Sale': any sales point operated by POST Courier or a third party on behalf of POST Courier, a list of which can be found on the Website;

'Postage': the affixing on the Item of the proof of payment for dispatching the Item or any other method acknowledged by POST Courier;

'Postal Network': the whole of the organisation and the various types of means set up by POST Courier (including the Access Points), to provide Services;

'Postal Services': all Services consisting of the collection, the sorting, the dispatching and/or the delivery of Items;

'POST Courier': the postal services division of POST Luxembourg, a public body set up by the Law of 10 August 1992, as further modified, having its registered office at 20 rue de Reims, L-2417 Luxembourg, registered with the Luxembourg Trade and Companies Register under number J28;

'Post Office Box': any physical facility made available by POST Courier to a Local Addressee other than a natural person acting for private purposes, used for receiving Items;

'Poste Restante Item': the Item addressed to a Point of Sale that only the Local Addressee can collect against payment of a collection fee;

'Price List': any POST Courier's document covering the financial conditions and the compensation conditions specifically applicable to a Product or Service;

'Product': any good ordered by the Customer and sold, rented or made available by POST Courier under a Contract;

'Provider of Postal Services': any legal entity governed by public or private law providing postal services in Luxembourg or abroad and acknowledged as a provider of postal services by the national regulatory authority of the country in question;

'Recorded Item': the Service allowing the tracking of the dispatching and delivery of an Item for which the terms depend on the size, weight and level of guarantee offered by POST Courier for the said Item, for example a Registered Item or a Parcel;

'Registered Item': the Service providing a flat-rate guarantee in accordance with the Price List of a Registered Item, where applicable in electronic form, against the risk of loss, theft or deterioration and providing the Sender with proof of deposit for the Item in question and, where applicable upon request, proof of its delivery to the Addressee, excluding any dispatching and/or delivery term guarantee;

'Sender': the natural or legal person in whose name the Item is deposited for dispatching from the Postal Network and/or for delivery via the Postal Network and this regardless of the national or international nature of the origin and/or destination of this Item;

'Service': the provision of a POST Courier service covered by a Contract and carried out for the benefit of the Customer (including, more specifically, the Postal Services and Additional Services);

'Special Terms and Conditions': any POST Courier conditions applicable to a specific category of Product(s) and/or Service(s);

'Website': the Internet website(s) of POST Luxembourg accessible at the address www.post.lu, www.packup.lu, www.eservices.lu, www.mypost.lu and/or any other address established and duly notified by POST Courier, on which information relating to Products and/or Services are made available and via which certain Products and/or Services may be ordered.

2. Scope and conclusion of the Contract

2.1. These General Terms and Conditions apply to any Contract between the Parties.

2.2. The Customer may order a Product or a Service according to the terms and means established by POST Courier, which may vary notably depending on the Product or Service in question and/or the category of customers in question, and particularly in a Point of Sale, by Internet (notably on the Website or via the Customer Account), fax and/or text message. The Parties expressly agree that any intention conveyed via the means stated in this article 2.2, forms the consent of the Party in question and will have the same value as a document with a handwritten signature. In the specific case of a telephone order, the conclusion of the Contract shall be conditional on the written confirmation by the Customer.

2.3. Certain Services are offered only to Customers contracting in their own name. Any order in the name and on behalf of a third party shall be deemed to be done as legal representative of the said third party or made on the basis of a proxy in due form established for this purpose.

2.4. The order of certain Products and Services shall require the creation of a Customer Account beforehand, after having taken note of and expressly accepted these General Terms

and Conditions and all other Special Terms and Conditions and/or Form related thereto. Certain Services ordered using the Customer Account (for example the Holding & Resending Service and the Alternative Home Drop-off Service) shall require the authentication of the Customer's personal data (and especially the Address) for the first order of the said Service or, in the event of subsequent modification of the Address (e.g. in the event of moving house), pursuant to the procedure established by POST Courier and available on the Website. A Customer may only order such a Service after such authentication has been successfully completed.

2.5. The Contract shall be concluded by the occurrence of the first of the following events: confirmation by POST Courier of acceptance of the Customer's order, the delivery of the Product ordered or the beginning of the delivery by POST Courier of the Product or Service ordered by the Customer.

2.6. Certain Products and Services shall be subject to Special Terms and Conditions that the Customer must check on the Website or in a Point of Sale; the Customer shall be deemed to have accepted them in full by concluding the Contract.

2.7. The Form, the Price List, the applicable Special Terms and Conditions and the General Terms and Conditions form an integral part of the Contract and constitute the entire agreement between the Parties for the provision of the Product or Service in question, explicitly excluding any other conditions that have not been expressly agreed by the Parties.

2.8. In the event of an inconsistency between the stipulations of the various above-mentioned contractual documents, these stipulations will prevail in the order set out in article 2.7, unless otherwise stated to the contrary in the Contract.

2.9. The stipulations applicable to a Contract are without prejudice to the application of the Law.

3. Pricing, invoicing and payment

3.1. POST Courier shall apply the price of the Product or Service ordered, in accordance with the Price List and/or stipulations of the Contract.

3.2. POST Courier's prices and tariffs exclude all taxes, customs duties, levies or similar charges, national or international, which may be incurred as a result of the order. Nevertheless POST Courier reserves the right to charge on the invoice or request reimbursement (in the event of Items submitted to customs, for example) (of) such amounts and/or corresponding processing costs, in accordance with the Price List and/or on the basis of any actual associated costs.

3.3. If the price or tariff of the Product or Service is not settled immediately, it shall be invoiced. The notification of invoices may be done by any means, and notably by electronic means when POST Courier has an email address for the Customer or the Customer has a Customer Account.

3.4. Invoices drawn up by POST Courier in relation to a Product or Service shall be presumed *prima facie* evidence between Parties until proven otherwise.

3.5. The Customer shall have fifteen (15) days from invoice notification to contest in writing all or part thereof and to provide the grounds for contesting. The submission of a written claim does not discharge the Customer from having to pay the invoice.

3.6. All invoices must be settled within the payment term indicated therein.

3.7. Any failure to pay within the payment term shall entitle POST Courier to invoice the costs of recovery incurred due to the Customer's late payment.

3.8. Invoiced amounts remaining unpaid three (3) months following the date of delivery of a Product or Service shall incur interest *de jure* at the statutory rate.

4. Performance of the Contract by POST Courier

4.1. Any correspondence other than an Item is processed as non-deliverable in accordance with the Law.

4.2. Unless agreed otherwise, POST Courier shall supply the Product or Service as soon as possible after the Contract is concluded subject to technical capacity and its resources.

4.3. During the term of the Contract, POST Courier may change - at its discretion, at no surcharge to the Customer and without altering the essential characteristics - any Product and/or Service means and terms of their supply, notably to keep track of technological developments and/or technical and regulatory constraints emerging after the Contract is signed.

4.4. POST Courier may subcontract some or all of its rights and/or obligations under the Contract. In such cases, POST Courier shall remain fully liable to the Customer for the proper performance of the Contract.

4.5. In the event of non-performance of the Contract by POST Courier, the compensation limits stated in the Price List and/or relevant Form shall apply.

4.6. Legal citations, notices, notifications and summons sent as Registered Items are delivered to the Addressee in accordance with the legislation in force, excluding any other means of delivery possibly subscribed to as part of a Service.

4.7. POST Courier may open a Means of Receipt made available to the Customer if (i) despite the end of the Contract, the Customer obstructs the access to the said Means, (ii) the said Means shows suspicious characteristics (for example fumes, vapours, odours, etc.), (iii) suspicions arise regarding the content of the Item placed in the said Means, raising concerns that the surrounding facilities and/or premises of the Point of Sale and/or the persons inside

may be in danger, (iv) the Customer requests it, (v) a public or judicial authority or ministerial officer submits a formal request in writing to POST Courier. The Customer is liable for any charges resulting from such an opening.

5. Customer's obligations

- 5.1. Before concluding a Contract, the Customer acknowledges having verified (i) the technical and operational terms and characteristics of the Product or Service in question with regard to his/her needs as well as (ii) his/her legal and regulatory obligations, and undertakes to provide, where applicable, the necessary documents and information to POST Courier for the performance of the Contract.
- 5.2. The Customer is responsible for his/her Customer Account, for the use that is made thereof, as well as for the accuracy and comprehensiveness of the data he registers on such Customer Account. Any document or information imported and/or sent from his/her Customer Account is deemed to have been imported and/or sent by the Customer for which he/she shall assume full responsibility. In the event of fraudulent and/or abusive use of his Customer Account by a third party, he/she shall inform POST Courier as soon as possible thereof.
- 5.3. Unless otherwise stipulated in the Contract, the Customer may not assign, rent or resell all or part of a Product and/or Service to third parties.
- 5.4. The Customer shall inform POST Courier of any necessary information for the proper performance of the Contract as soon as he/she becomes (or reasonably should have become) aware of it.
- 5.5. The Customer undertakes to respect the intellectual property rights of POST Courier. The software, programmes, applications and instruction manuals made available to the Customer shall not, under any circumstances, become the property of the Customer and a license is only granted to the Customer to the extent and within the limits necessary for the proper performance of the Contract. The trademarks and logos of POST Courier as well as the content of the Website and the graphics on stamps are protected and remain the property of POST Courier. The Customer may not under any circumstances remove any trademarks, logos or other distinctive marks that may be affixed to a Product.
- 5.6. The Customer is fully responsible for any fraudulent and/or abusive use of a Product or Service by himself/herself or by a third party, if he/she tolerates or facilitates such use.
- 5.7. If the Customer fails to comply with all or part of his obligations arising under this article 5, or there is reasonable doubt as to his compliance, POST Courier (i) may not be held liable for the consequences of any delay or damage arising therefrom and is entitled to (ii) refuse, suspend or postpone the supply, in whole or in part, of a Product or Service and to (iii) invoice the Customer for any additional costs and/or damages arising from this situation.
- 5.8. The Customer accepts to indemnify and hold harmless POST Courier as well as the companies of the group POST for any harmful consequences resulting directly or indirectly from the non-compliance by the Customer with one of his/her obligations. The Customer Sender is, within this context, responsible for any harm and damages caused to POST Courier (and notably personal injuries suffered by its agents), to other Items and/or to the Postal Network, resulting from the sending of items which are not permitted to be transported or from the non-respect of the admissibility conditions.
- 5.9. The acceptance of an Item by POST Courier, does not release the Sender and/or the Addressee from his/her responsibility. The Sender shall be solely responsible for the accuracy of, and for any consequences arising from information which must be provided, either at the time of, or subsequent to, the deposit of an Item.

6. Stipulations applicable to Items

6.1. Packaging

- 6.1.1. The Items must be packaged according to the applicable packaging standards so as to sufficiently protect their content against the risk of theft or deterioration, taking into account the handling and transport conditions as well as the nature of the content. The affixing on the Item of the term "fragile" or any other similar wording, shall not be taken into account.
- 6.1.2. Any possible re-use of a packaged Product requires compliant re-packaging and new Postage.

6.2. Postage - Address

- 6.2.1. Any Item deposited at an Access Point must be postage stamped or in a position to be postage stamped in accordance with the Price List and with one of the Postage methods.
- 6.2.2. In case of insufficient Postage, POST Courier reserves the right to refuse or suspend the processing of the Item, or to return the Item to the Sender. POST Courier may also request that the Local Addressee pays the Postage supplement as well as a supplement for processing costs. Any possible refusal shall be deemed as a refusal to accept the Item, resulting in the Item being returned to the Sender.
- 6.2.3. The Sender shall indicate on the Item in an exhaustive and legible manner (i) the name and Address of the Addressee in the Address Box and, as far as possible, (ii) his/her own name and address.
- 6.2.4. POST Courier may refuse the dispatching and delivery of any item where the Address is missing, incomplete and/or insufficiently legible and, where appropriate, destroy it.
- 6.2.5. Items addressed to an Addressee via a Means of Receipt other than a Letter Box must include the complete name of the Addressee as well as the name of the Means of Receipt other than a Letter Box as selected by the Customer, in accordance with the instructions of use established by POST Courier on its Website or in the Point of Sale, excluding any other indication of an address and subject to any applicable Special Terms and Conditions.
- 6.2.6. If specific security concerns require it, POST Courier may refuse Items that do not bear the exact name and address of the Sender, and may also ask the Sender to prove his identity.

6.3. Dispatching and delivery

- 6.3.1. POST Courier may refuse to dispatch and deliver any item which it deems non-compliant (this includes items specifically referred to as dangerous or prohibited on the Website and in Points of Sale). All refused Items are, where possible, returned to the Sender. Failing this, it is in

principle processed in accordance with the Law as a non-deliverable Item.

- 6.3.2. Perishable goods are dispatched at the risk of the Sender.
- 6.3.3. Items introduced into the Postal Network for return to the Sender or resent to a new address, and which were delivered to the initial Addressee by a Provider of Postal Services other than POST Courier, shall not be dealt with by POST Courier.
- 6.3.4. Local Addressees shall accept all Items posted to their Address, placed in a Means of Receipt, except in the event of unambiguous refusal at the time of delivery. In accordance with the Law, the Addressee must ensure free, easy, direct and safe access to his Means of Receipt.
- 6.3.5. The refusal by the Local Addressee to accept a Registered Item shall not deprive this Registered Item of its possible legal effects.
- 6.3.6. The refusal to install a Means of Receipt shall be deemed as a declaration of refusal of access to the Postal Service in the capacity of Addressee.
- 6.3.7. In the event of obstruction (notably by the Addressee) of the delivery of an Item, it shall be considered as refused. Only the Addressee and, for certain Services, any person duly authorised by him/her may accept or refuse, when it is delivered, an Item addressed to the Addressee.
- 6.3.8. Items addressed to Addressees residing in a building housing several independent entities for residential and/or business purposes shall be validly delivered at the common entrance of the accessible level from the public road. If the Address Box includes several names of natural and/or legal persons, the Item shall be considered to be validly delivered if delivered to one of them. Items, Notifications or associated receipts, deposited in a Means of Receipt, are considered as duly delivered to the Addressee and that as from the moment of their deposit.
- 6.3.9. Except for Services enabling the delivery of an Item in a Means of Receipt other than the Letter Box, Registered Items, Parcels and Cash on Delivery Items are delivered to their Addressee at the Address stated, or in their absence:
 - to any person over the age of majority taking delivery of the Item at the Address and whom, by affixing his/her signature, is deemed to have been duly authorised by the Addressee and acts in the name and on behalf of the Addressee; or
 - to any person over the age of majority presenting (i) the relevant Notification or delivery receipt at the Sales Point where the Item is stored and (ii) his/her identity card.
- 6.3.10. Insured Items shall only be delivered to the Addressee or any person expressly authorised by the Addressee to collect his/her Items.
- 6.3.11. Any person withdrawing an Item from a Means of Receipt must verify the Address Box. Any Item wrongly received must be immediately returned to the POST Courier agent delivering the Item, or to any Points of Sale without delay.
- 6.3.12. Items which cannot be deposited in the Means of Receipt of the Local Addressee or which could not be delivered by the POST Courier agent during the delivery round are kept by POST Courier at the location and during the period stated on the corresponding Notification. POST Courier reserves the right to, at its sole discretion, deposit the aforementioned Items in an Alternative Drop-off Point of its choice, which shall be, to the extent possible, as close as possible to the Address stated on the Item. In this case, the necessary instructions are provided on the Notification. Items which are not collected within the stated term are sent back to the Sender if he is known or identifiable. Failing this, Items are processed in accordance with the Law. POST Courier reserves the right to re-invoice the Sender for any possible costs incurred.
- 6.3.13. The Customer may, in accordance with the Price List, request the transfer of an Item with Notification from the Point of Sale where it is being kept to another Point of Sale, subject to any technical constraints of POST Courier associated with such a transfer.
- 6.3.14. The Addressee may prohibit the delivery in his Means of Receipt of any Item which does not show an individual Address and/or does not have a link to him/her, by visibly placing a sticker on the Means of Receipt clearly stating this prohibition; this procedure does not apply to Post Office Boxes. Affixing such a sticker does not prevent the delivery of Items or documents from the State, municipal authorities, political, religious or general interest associations and foundations or any other document which is not commercial in nature.

7. Duration of the Contract

- 7.1. The Contract comes into force as soon as it is signed by the Parties in accordance with article 2.5.
- 7.2. Certain Contracts are concluded for a fixed term or for a term corresponding to the term necessary for the performance of the Service and may not be terminated, except in the cases stated in article 9. This is the case for certain Services which come to an end upon the deposit of an Item in or by a Means of Receipt or upon the delivery of an Item to its Addressee or, as the case may be, to a person representing him. When the Contract entails the provision of a confirmation of receipt of the Item to the Sender, the Service shall come to an end upon the sending by POST Courier (by post, e-mail or any other appropriate means) to the Sender, of the confirmation of receipt of the Item by the Addressee.
- 7.3. If the Contract is for an indefinite term, either Party may terminate it at any time subject to one (1) month's notice, unless otherwise agreed.
- 7.4. Articles 3 (Pricing, invoicing and payment), 9 (Withdrawal - Suspension - Termination), 10 (Compensation and limitation of POST Courier's liability), 12 (Notifications between Parties - Agreement on evidence and signature), 14 (Final stipulations), 15 (Applicable law) and 16 (Settlement of disputes) shall remain in force notwithstanding the end of the Contract.

8. Amendment during the term of the Contract

- 8.1. The Contract may not be unilaterally amended by the Customer.
- 8.2. POST Courier reserves the right to amend the Contract unilaterally at any time on any objectively justifiable grounds including, for example, in the event of technical constraints, constraints resulting from the commercial relationship between POST Courier and its suppliers, and/or a legislative or regulatory

change. In such case, the Customer shall be notified of the amendment no later than thirty (30) days before it comes into force. The Customer shall not be entitled to any compensation, if the Contract amendment (i) does not involve any prejudice for the Customer or (ii) involves an increase in tariffs for reasons beyond the control of POST Courier (such as an increase in taxes and/or rights applicable to the Product or Service or an increase in the consumer price index). If the Customer terminates the Contract in such a case, articles 9.5 and 9.6 shall apply. In all other cases, the Customer shall be entitled to terminate the Contract without charge within one (1) month of the date the change is notified.

9. Withdrawal - Suspension - Termination

- 9.1. In the event of the conclusion of a Contract via a physical facility of POST Courier, the Customer shall not be entitled to rely on any right of withdrawal in accordance with the rules relating to consumer contracts concluded at a distance or outside the business premises. In event that a Contract is concluded at a distance or outside the business premises, the Customer may terminate the Contract in writing or via any other durable medium, without stating the reason and without a penalty, within fourteen (14) days from the starting point established in article L.222-9 of the Consumer Code (*Code de la consommation*). For Contracts concluded at a distance relating to a Service which shall be performed immediately upon conclusion of the Contract, the Customer expressly acknowledges and accepts that he/she shall lose all withdrawal rights once the contract has been fully performed.
- 9.2. POST Courier may suspend the Contract, the Customer Account and/or any specific Services, in full or in part with immediate effect, without any compensation being due as a result:
 - (i) if POST Courier is required to do so by a competent authority or court, the applicable legislation and/or regulations, or if the Customer has breached the legislation and/or one of the regulations in force and/or the applicable General Terms and Conditions and/or Special Terms and Conditions causing direct or indirect damage to POST Courier;
 - (ii) in the event of obvious fraud by the Customer or the abuse of Service(s) or the use thereof for non-postal purposes;
 - (iii) in the event of late payment relating to this Contract and/or this/these Service(s) that has not been settled within five (5) days of POST Courier sending a payment reminder;
 - (iv) if the Customer is subject to insolvency proceedings; or
 - (v) following failure to act upon formal notice as defined in article 9.3 (iii) below.The Customer shall be informed as soon as possible of any suspension measure. Suspension shall be maintained until the grounds for applying it have disappeared. Any suspension measure pursuant to article 9.2 (ii) to and including (v) does not release the Customer from the payment of invoices due.
- 9.3. Without prejudice to articles 7.2, 7.3 and 8.2 above, POST Courier is entitled to terminate the Contract by Registered Item, in full or in part, with immediate effect, without any compensation being due as a result: (i) if a suspension measure pursuant to article 9.2 lasts more than fifteen (15) days; (ii) for reasons which are beyond the control of POST Courier; or (iii) if POST Courier has served prior notice to the Customer requiring him to comply with the legal or contractual requirements in force or to stop any unlawful or fraudulent use and/or abuse by third parties insofar as such use has been tolerated or facilitated by the Customer and where the Customer has not responded satisfactorily to the formal notice within one (1) month of it being served.
- 9.4. Without prejudice to articles 7.2, 7.3 and 8.2 above, the Customer may terminate the Contract by Registered Item: (i) in the event that POST Courier fails to fulfil one of its essential obligations under the Contract and fails to remedy it within one (1) month of formal notice being served; (ii) in accordance with a possible right of withdrawal to which he/she is entitled in accordance with the Consumer Code (*Code de la consommation*); (iii) in all other cases and subject to any possible specific stipulations in the Contract, with one (1) month's notice.
- 9.5. In the event that the Contract is terminated for any reason and unless otherwise agreed, the Customer shall pay for the Service in proportion to the number of days of use until the effective termination date, as specified in the termination notice.
- 9.6. In the event that the Contract is terminated in accordance with article 9.3 (iii) or 9.4 (iii) above, the Customer shall be liable for any damages and cost arising therefrom.
- 9.7. Any event of force majeure shall suspend the obligations arising from the Contract, from the date of notification by the Party thus affected, to the other Party, for as long as it continues to occur. However, if such an event lasts for more than one (1) month, either Party shall be entitled to terminate the Contract at fifteen (15) days' notice and without compensation for the other Party.

10. Compensation and limitation of POST Courier's liability

- 10.1. POST Courier may not be held liable with regards to the Customer for any damage or prejudice:
 - (i) that occurs indirectly;
 - (ii) that is not primarily attributable to it (notably, in the event of force majeure);
 - (iii) resulting from the nature or content of the information supplied by the Customer;
 - (iv) resulting from a cause primarily attributable to the Customer, notably in the event of non-compliance with a stipulation of article 5;
 - (v) resulting from a measure taken by POST Courier by virtue of article 9.2; and/or
 - (vi) resulting from lack of conformity or other of a Product or Service notified after one (1) month from the time the Customer should reasonably have become aware of it (except if a shorter period is stipulated by Law) or after a period of six (6) months after the date the relevant Service was delivered.
- 10.2. The limitation of POST Courier's liability as set out in articles 10.1 above does not apply to any damage or prejudice suffered by the Customer as a direct result of gross and/or wilful negligence on the part of POST Courier.
- 10.3. In the case of direct damages arising from the delay in the delivery of an Item, POST Courier shall only be liable if the term for dispatching and delivery of the Item is explicitly guaranteed

- by the Contract. For direct damages caused by the loss, theft or deterioration of the Item, the responsibility of POST Courier shall be settled according to the terms established by the Price List which sets out the compensation limits and, where applicable, the specific terms of the Service. Furthermore, POST Courier shall not be liable when the deterioration of an Item (including its content) was not subject to written reservations by the Addressee when it was delivered, or failing this, in accordance with the Law.
- 10.4. In the case of direct damages arising from the loss, theft or deterioration of an Insured Item, the liability of POST Courier is limited to the value expressly declared by the Sender for the Insured Item forming the object of the claim. If POST Courier provides proof that the insured amount value was exaggerated, any compensation is limited to the actual value of the content of the Item in question.
- 10.5. In the case of direct damages arising from the loss, theft or deterioration of a Cash on Delivery Item, POST Courier shall cover the non-payment of all or part of the amounts due provided that said non-payment is not due to a fault or negligence on the part of the Sender. This liability is limited according to the terms and compensation limits established in the Price List.
- 10.6. When compensation is due in compliance with the Price List for the loss, theft or deterioration of a Registered Item, a Parcel or an Insured Item, the Customer Sender is also entitled to reimbursement of the price of the ordered Service, excluding the price of any possible Additional Service(s) ordered in relation to this Item. The same applies to Registered Items or Insured Items refused by the Addressees due to their poor condition which can be attributed to POST Courier.
- 10.7. In the event of compensation, notably in accordance with article 10.3, POST Courier is subrogated, in the amount of compensation paid, in all the rights of the person who has received it for any recourse against the Addressee, the Sender and/or any third party.
- 11. The secrecy of correspondence and protection of Personal Data**
- 11.1. Pursuant to the Law, POST Courier ensures the secrecy of correspondence. This guarantee is without prejudice to the accomplishment by the competent authorities as part of their legal surveillance and monitoring missions (notably in the event of a customs or security check applicable to freight).
- 11.2. POST Courier processes some of the Customer's Personal Data in accordance with the Law, according to the procedures described in the Personal Data Notice.
- 11.3. POST Courier is authorised to record telephone calls to provide proof of a commercial transaction or any other commercial communication or claim.
- 12. Notifications between the Parties - agreement on evidence and signature**
- 12.1. Without prejudice to article 12.2, any formal notification between the Parties in relation to the Contract shall be submitted by post, at a Point of Sale or via any other means made available by POST Courier for this purpose.
- 12.2. Any notification of termination must be sent via Registered Item or, where this is possible, via the Customer Account. The Customer also has the option to terminate certain Services at a Point of Sale.
- 12.3. POST Courier reserves the right to use any information technology methods, within the context of the Services, such as PIN codes as well as affixing a handwritten signature on an electronic medium, and does so for collecting proof of delivery. These methods as well as the methods used in accordance with article 2.2 shall have the same legal validity as a handwritten signature on paper.
- 12.4. The marks affixed as the case may be by POST Courier as part of the various Postal Services constitute an element of proof of the means of handling and, as the case may be, of delivery of Items.
- 13. Transfer of the Contract**
- 13.1. Without prejudice to article 4.4, neither Party may transfer any or all of their rights and obligations without the prior written consent of the other Party.
- 13.2. However, the Customer's consent is not required where POST Courier transfers all or part of its rights and/or obligations to an entity in which POST Courier holds, directly or indirectly, at least twenty per cent (20%) of the share capital.
- 14. Final provisions**
- 14.1. The fact that one or other Party belatedly exercises or fails to exercise a right or remedy may not under any circumstances be interpreted as a waiver of such right or remedy.
- 14.2. If any stipulation of the Contract is deemed null and void, unwritten, unenforceable or inapplicable, the other stipulations shall continue to apply in full.
- 15. Applicable law**
- The Contract and any issue relating thereto are subject to Luxembourg law.
- 16. Settlement of disputes**
- 16.1. In the event of any question or complaint, the Customer may contact POST Courier or the internal dispute resolution department of POST Courier at any Point of Sale during opening hours, via its call centre on telephone number 8002 8004 from Luxembourg (toll free) and +352 2462 8004 from abroad, via the contact form on www.post.lu or any other Website, or by any other means made available by POST Courier for this purpose.
- 16.2. POST Courier shall respond to any claim covered by article 16.1 within ten (10) working days of receipt. If it takes longer to examine a case, POST Courier undertakes to send an acknowledgement of receipt of the complaint to the Customer within the above-mentioned term.
- 16.3. Within the framework of a Postal Services Contract, the Sender or Addressee who wishes to make a claim in the event of loss, theft or deterioration of an Item or in the event of non-compliance with the quality standards of the Service, he/she must do so within five (5) days following the detection of the irregularity and, failure of which the claim shall be barred, within six (6) months following the deposit of the contested Item with POST Courier. If a receipt was issued when an Item was deposited, any claim must be justified by means of this receipt or any other proof of deposit stating the deposit number, failing which, POST Courier shall not be held liable.
- 16.4. If a claim in relation to a Contract cannot be resolved via this department, provided that no dispute has been referred to a judicial body:
- (i) the Customer may resort to the mediation procedure set up by the ILR via a form that can be downloaded from its website (www.ilr.lu) if the dispute relates to Postal Services;
 - (ii) if the Contract was concluded online or via any other electronic means, the Customer may use the platform provided by the European Commission at the following address: <https://webgate.ec.europa.eu/odr/>;
 - (iii) in all cases other than those referred to in points (i) and (ii) above and at the initiative of either Party, the dispute may be submitted for mediation to the Luxembourg *Médiateur de la consommation* (Consumer Ombudsman) or alternatively to the *Centre de Médiation Civile et Commerciale* (Centre for Civil and Commercial Mediation) (www.cmcc.lu).
- 16.5. If none of the above mediation procedures is initiated or leads to a settlement between the Parties in relation to a Customer claim, the courts of the Grand Duchy of Luxembourg have sole jurisdiction, except where another exclusive jurisdiction is determined under private international law.

The present document is a free translation in English language of the French version of POST Courier's "Conditions Générales" for customer information only. In case of any discrepancy or contradiction between those two documents, the provisions of the French version shall prevail.