

Terms of delivery

TNT Innight

The following terms are applicable to contracts related to carriage and distribution of Shipments by TNT Innight NV established at 2800 Mechelen, Zandvoortstraat 16, hereinafter to be called "TNT Innight".

Article 1 / Definitions

CMR-Treaty	the Contract for the International Carriage of Goods by Road of 1956 (The Geneva Convention) and related protocols in so far as they have been ratified by Belgium.
Treaty of Montréal	Treaty towards the uniformity of certain provisions regarding International Carriage by Air, Montréal 28 May 1999.
TNT Innight	TNT Innight NV, established at 2800 Mechelen, Zandvoortstraat 16, CBE 0859.725.351.
Contracting Party	the (legal)entity with whom TNT Innight enters or has entered into a contract.
Carriage/Distribution	provision of service by TNT Innight, consisting of carriage of goods between agreed locations without requiring signature for acceptance/delivery of that Shipment;
Collection/Delivery Address	a location agreed between the Contracting Party and TNT Innight, which meets specific agreed characteristics of e.g. recognisability, safety and accessibility which makes collection/delivery of the Shipment by TNT Innight possible within the agreed periods of time;
Carriage Contract	a (written) contract between the Contracting Party and TNT Innight;
Parcel	every item that is suitable for carriage/distribution;
Shipment	one or several parcels that are carried/distributed;
Dangerous Products	an item with such characteristics that result in a special hazard for persons or goods, as well as goods containing substances listed in the European Agreement of 30 September 1957 on International Carriage of Hazardous Goods by Road (A.D.R. Convention).
Connote:	the accompanying carriage document or more specifically the waybill.

Article 2 / Relation with other terms

- 2.1 Besides these terms the provisions of the CMR-Treaty are applicable (for carriage of goods by road) and the Treaty of Montréal (for carriage by air). No other terms than those mentioned above and than the applicable statutory provisions shall be applicable.
- 2.2 Besides these terms on Carriage Contracts regarding combined national Shipments and international Shipments by air or not, the terms applicable to each route shall apply.
- 2.3 The provisions of the Carriage Contract and/or of these terms prevail over the provisions of non-mandatory provisions of the CMR Treaty (in case the CMR Treaty is applicable) or of non-mandatory provisions of the Treaty of Montréal (in case the Treaty of Montréal is applicable).

Article 3 / TNT Innight-documents; TNT Innight-material

- 3.1 Shipments that do not come with a connote drawn up by or on behalf of the Contracting Party shall not be accepted by TNT Innight unless otherwise provided by the Carriage Contract.
- 3.2 Upon first request to this effect, the Contracting Party shall return to TNT Innight the TNT documents and TNT Innight material placed at his disposal.

Article 4 / Refusal and Suspension

- 4.1 TNT Innight is authorised after having accepted a Shipment to refuse or to suspend the carriage of an item if the Shipment can cause possible damage or delay to other Shipments, persons or goods. TNT Innight is authorised after having accepted a Shipment to refuse or to suspend the carriage of an item if the carriage or the Shipment is in conflict, or according to TNT Innight could be in conflict, with any statutory provisions or is in conflict with any of the provisions contained in these general terms. TNT Innight is not liable for any damage sustained by the Contracting Party as a result of the refusal or suspension of the Shipment.
TNT Innight is authorised to refuse or suspend one or several Shipments of a Contracting Party or one or several Shipments for third parties.
- 4.2 In case of suspension or termination of a Carriage Contract on the basis of Article 4.1 the Contracting Party is liable for the expenses already incurred by TNT Innight.
- 4.3 TNT Innight shall be able to inspect the Shipment at all times (e.g. on the basis of Article 8 of the CMR), in order to ascertain that they are not acting in conflict with any statutory provision or any of the provisions contained in these general terms. If TNT Innight so requests the Contracting Party shall also offer its collaboration to inspect the contents of the Shipments.

Article 5 / Obligations of the Contracting Party

- 5.1 The Contracting Party guarantees to give TNT Innight complete and accurate information for the performance of the Carriage Contract, including all data that are statutory or contractually prescribed and/or demanded by TNT Innight. The Contracting Party furthermore shall provide careful packaging, (see Article 5.6) appropriate for the nature and contents of the Shipment and for an identifiable indication if the Shipment contains goods that may be harmful and/or are dangerous. The Contracting Party is held, with regard to the Shipment and its handling, to offer TNT Innight in due time and course all the information the Contracting Party is able or should be able to provide and of which the Contracting Party either knows or should know that these are important for TNT Innight.
- 5.2 The Contracting Party is held to inform TNT Innight in due time and course of any changes in contact data such as addresses and telephone numbers. TNT Innight shall not be liable for any damage that is the result of the non-compliance with the above.
- 5.3 Every Parcel must have a shipment label which complies with the requirements imposed by TNT Innight. The shipment label must include a bar code accepted by TNT Innight with regard to structure, contents, technical specifications and legibility for automatic scanning at the sorting station. The bar code must be unique for a single shipment date. If a Parcel cannot be registered via the bar code or if the Parcel does not contain a unique bar code the Parcel shall be registered via a TNT Innight parcel serial number. Under those circumstance there will be no feedback to parcel numbers of the Contracting party in reports or Track&Trace systems.
- 5.4 The bar code must be at least of A-Quality, on the basis of the international standard EN 1635 "Barcoding – Test Specifications – Bar Code Symbols". The barcode verifier used to determine the quality of the bar code must meet the standard CEN EN 12647 "Verifier Conformance Testing Standard" and the ISO/IEC 15426 Part 1 "Barcode Verifier Conformance Linear Standard".
- 5.5 TNT Innight reserves the right to charge a rated cost per Parcel if the bar codes do not meet the quality level mentioned under Article 5.4.
- 5.6 Careful packaging shall mean packaging that withstands the forces that may act upon the Parcel during the performance of the Carriage Contract.
- 5.7 The Contracting Party may submit a parcel for carriage by TNT Innight up to a weight of 30 kilograms. TNT

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- Innight shall not carry a parcel with a weight of more than 30 kilograms unless otherwise agreed.
- 5.8 An advance notice must meet the TNT Innight specifications regarding contents and the technical specifications. An advance notice must at all times be placed at the disposal of TNT Innight in the agreed manner and the agreed time. An (emergency) phone number must be given at all time so that TNT Innight is able to inform without delay if the advance notice is not received. TNT Innight is unable to ship Shipments that were not given advance notice correctly and in due time.

Article 6 / Compliance of the Carriage Contract by TNT Innight

- 6.1 TNT Innight performs the Carriage Contract by delivering a Shipment submitted for carriage within the agreed period of time from the collection address and deliver it at the delivery address.
- 6.2 TNT Innight is at liberty to carry a Shipment in the manner TNT Innight chooses. TNT Innight is authorised to use auxiliaries for the performance of the Carriage Contract. TNT Innight is liable for the actions of these auxiliaries in the same way as it is liable for its own staff members.
If staff members of TNT Innight and/or auxiliaries are held liable by a Contracting Party except for/outside a Carriage Contract, the staff members of TNT Innight and/or the auxiliaries may call upon the terms of the Carriage Contract and those terms concerning exclusion or restriction of liability.
- 6.3 In the following cases TNT Innight cannot be held liable for non-performance or incomplete performance of a Carriage Contract with respect to a Shipment to be carried, and shall not be held to pay any compensation (for damages):
- * if the Shipment under consideration is not at the indicated address;
 - * the collection or delivery address is not accessible;
 - * the collection or delivery address cannot be located;
 - * TNT Innight discovers the Shipment in externally damaged condition;
 - * the Carriage Contract regarding one or several Shipments cannot be performed in compliance with the agreed specifications, or in case of *force majeure* as described among others in the Carriage Contract.
- 6.4 Under no circumstances TNT Innight shall carry the following goods: dangerous, flammable or explosive goods; (fire) arms and/or ammunition; drugs; indecent, obscene or pornographic goods; counterfeit goods; bank notes; coins; credit cards and cheques; food and perishable goods; live and dead animals; human organs and human mortal remains; tobacco, wine, alcoholic beverages; gems; precious metals; jewels; negotiable bearer bonds; art objects; antiques as well as all goods that are considered dangerous goods in the sense of the ADR Convention.
- 6.5 TNT Innight does not accept any Shipment the carriage, storage or processing of which is prohibited by any statutory provision or regulation of the country of origin, of destination or of any transit country. TNT Innight does not accept any Shipment excluded by it.
- 6.6 If TNT Innight does not always demand the strict compliance with the Carriage Contract and of these terms, this does not mean that the stipulations are not applicable. TNT Innight neither loses the right to demand strict compliance with the Carriage Contract and of these terms.

Article 7 / Dangerous Goods

- 7.1. TNT Innight does not accept any shipments of dangerous goods as specified in the ICAO T.I., IATA DGR, IMDG-Coden ADR Convention or in other National or International regulations for surface carriage of dangerous goods, unless agreed otherwise between the Contracting Party and TNT Innight.
- 7.2. If TNT Innight carries dangerous goods it only does so exclusively within the "Limited Quantities (LQ) arrangement" as included in the ADR Convention (Treaty Concerning International Road Transport of Hazardous Goods).
- 7.3 If TNT Innight is obliged – for any reason whatsoever – to (order to) destroy dangerous goods, TNT Innight shall be authorised to charge all possible and/or damages caused to the Contracting Party.

Article 8 / Notice of Incidents

- 8.1 In case of "incidents" (e.g. : damage, loss, failure to locate Shipment, etc.) the Contracting Party, in case of visible loss or damages, shall inform TNT Innight in writing (by email or fax) of its reservations, in which the Contracting

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Party gives specific information concerning the nature and extent of the loss and damages. Invisible defects, losses or damages must also be communicated in writing (by email or fax) to TNT Innight before 12 a.m. on the next working day after assessment at the latest before 12 a.m. on the following working day, after inspection. By failing to do so the Contracting Party shall be deemed, unless proven otherwise, to have received the goods in the condition as described in the connote.

- 8.2 If a Shipment that was deemed lost or missing by the Contracting Party is recovered, the Contracting Party shall contact TNT Innight as soon as possible though at the latest within 48 hours.

Article 9 / Liability

- 9.1 Indications that may have been possibly made by TNT Innight on the TNT Innight shipment document related to the Shipment(s) received shall constitute evidence for TNT Innight. The same is true for data TNT Innight records electronically.
- 9.2 In case of loss or damage to a national Shipment the liability of TNT Innight is always limited in compliance with the Limits of Liability in the CMR Treaty and/or Treaty of Montréal (depending on the nature of the transport).
- 9.3 Neither in case of damage or loss nor in case of delay TNT Innight shall be liable, if and in so far the resulting damage is the result of a case of *force majeure*, as described among others in the Carriage Contract. In case of delay TNT Innight is neither liable for the damage caused.
- 9.4 The Contracting Party shall be liable for all damage, which – as a consequence that can be attributed to the Contracting Party – is caused by the Shipment to auxiliaries, third party properties, to staff employed by TNT Innight, to goods of TNT Innight or to other Shipments. The Contracting Party is also liable for the damage resulting from deficient packaging of the Shipment.
- 9.5 If TNT Innight is unable to meet a Carriage Contract wholly or in part for reasons for which it cannot be blamed, it is entitled to charge the costs it has made, to the Contracting Party.
- 9.6 TNT Innight is authorised to unload, destroy or dispose of in any other way at any time and at any place a Shipment of which the Contracting Party, through any cause whatsoever meets his or her obligations on account of the Carriage Contract or the present terms. In that case TNT Innight is not liable for the damage which results from the unloading, destruction or rendering the Shipment harmless. The Contracting Party is liable towards TNT Innight for the damage caused by the unloading, destruction or rendering harmless of the Shipment.
- 9.7 TNT Innight is never liable for any consequential damage, special damage or indirect damage of any kind whatsoever.
- 9.8 TNT Innight shall only take into consideration a claim towards compensation of damages provided all costs resulting from the Carriage Contract have been met. The Contracting Party is not authorised to set off the claim against the sums the Contracting Party still owes or will owe TNT Innight.
- 9.9 If the Contracting Party asserts that a Shipment is damaged, it must be possible for TNT Innight to examine the Shipment at all times. TNT Innight shall not proceed to pay the compensation if inspection is impossible.

Article 10 / Terms of Payment

- 10.1 The activities performed on account of a Carriage Contract shall be invoiced in compliance with the agreed period of time.
- 10.2 All amounts invoiced must be credited within fourteen (14) days after the date of invoice to the bank account number indicated by TNT Innight.
- 10.3 If the outstanding amount invoiced is not paid on the due date the latter amount shall always be increased by law, without requiring any prior official notice, with a deferred payment interest of 12% per year and a compensation for damages of 15% with a minimum of € 123.95.
- 10.4 If, after having been given notice, the Contracting Party, fails to meet his payment obligations on account of the Carriage Contract, TNT Innight shall be entitled to let the further performance of the Carriage Contract depend on the provision of a guarantee by the Contracting Party. The guarantee will depend on the sum that is still outstanding at that time and on a sum equal to the estimated compensations for the activities to be performed on account of the Carriage Contract in the two following months, based on the average of the compensations due by the Contracting Party in the course of the last three months.
- 10.5 Complaints concerning the invoice must always be communicated in writing (by email or fax) to TNT Innight within 8 days after the date of invoice. No claims will be taken into consideration after this period.

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- 10.6 Claims formulated by a party on account of a Carriage Contract shall be immediately claimable and moreover subject to compensation in the following cases:
- a. immediately after bankruptcy or suspension of payment of the other party (or the application to do so)
 - b. immediately after termination or settlement of the company of the other party (or if the proceedings towards settlement were started);
 - c. immediately after cancellation or termination of a Carriage Contract by the other party.

Article 11 / Applicable Law and Competent Judge

- 11.1 All disputes, even those that are only considered as such by one of the parties, which may arise between the parties regarding the (interpretation of the stipulations of) the Carriage Contract, both those of a Legal and a factual nature shall be submitted in First Instance of the Courts of Antwerp and/or the Justice of the Peace of the Seventh Divisional Court in Antwerp.
- 11.2 If one or several articles of the present terms would be declared invalid, the remaining stipulations of these terms shall remain fully effective and the parties shall negotiate to agree on new provisions to replace the invalid provisions or the ones that were declared void, in addition to which the object and the effect of the invalid provisions or those that were declared void are taken into account as much as possible.
- 11.3 The Carriage Contract shall be exclusively governed by Belgian law.