



DPD Manual

CLASSIC-Service / Express-Service

Version: 2021-01

CLASSIC-Service / Express-Service

Contents

Foreword	2
PART A. DEFINITIONS	3
1. What do all these logistics terms mean?	3
PART B. THE SHIPPING OF PARCELS	5
2. Geodata and login codes	5
3. How does the pickup of a Parcel at an address in the Netherlands work?	7
4. How does the delivery of a Parcel through DPD CLASSIC Services, DPD Home and DPD ParcelLetter work (transportation by road)?	8
5. How does delivery of a Parcel through DPD Express Services / DPD GUARANTEE (transportation by road) work?	10
6. How does the delivery of a Parcel through DPD International Express (transportation by air) work?	12
PART C. PARCELS	14
7. What are the minimum requirements for a Parcel?	14
8. Which dimensions / weight can a Parcel have?	15
9. Is it possible to offer Limited Quantities of dangerous goods for transportation?	16
PART D. CLAIMS	18
10. Which information does DPD need to process a claim?	18
11. When is an advance deposit required?	21
PART E. OPTIONS	22
12. Option: Pickup parcelshop	22
13. Option: Predict	24
14. Option: ParcelLetter	25
15. Option: Saturday Delivery	26
16. Option: Collection Request	27
17. Option: Higher Insurance	28
18. Option: Pallet administration	29
19. Option: Webshop	30
20. Option: Customs Clearance	33

CLASSIC-Service / Express-Service

Foreword

Flexibility is the cornerstone of the Services provided by DPD and is of the utmost importance to her principals. That is why DPD has developed this comprehensive manual, which contains the details and processes with regards to our logistic solutions and the possibilities we offer to our principals. These processes allow a large number of combinations, so you can choose the products which suit your exact needs.

The DPD Manual applies from the day that the United Kingdom has left the European Union. From that moment this amended DPD Manual will replace the previous version.



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PART A. DEFINITIONS

The logistics sector uses a great number of terms and concepts which are unknown or unfamiliar to the 'outside world'. For that reason, all terms used in the DPD Manual are defined below. When a term is used in the text, it will be recognisable by the first letters being a capital letter.

1. What do all these logistics terms mean?

- 1.1. ADR: the most recent version of the European Agreement concerning the International Carriage of Dangerous Goods by Road and the guidelines as published by the Publication Series Dangerous substances (*in Dutch: Publicatiereeks Gevaarlijke stoffen*), including related regulations. The ADR is statutory law for all forwarding services agreements concluded between you and DPD.
- 1.2. Chemical Substance: any substance falling within the scope of the latest version of the Substances Directive (Directive 67/548), the European REACH regulation (regulation 1907/2006) and the Regulation on the export and import of dangerous chemicals (Regulation 689/2008 EC).
- 1.3. Consignee: the legal entity or natural person to whom Parcels are to be delivered.
- 1.4. DPD: DPD (Nederland) B.V., a company organized under the laws of the Netherlands with limited liability, whose corporate seat is in Oirschot (5688 HA) at Westfields 1410, the Netherlands, registered in the Trade Register of the Chamber of Commerce under number 09118128.
- 1.5. DPD CLASSIC: The forwarding of Parcels to companies and natural persons and thereto related services.
- 1.6. DPD Home: The forwarding of Parcels to consumers.
- 1.7. DPD ParcelLetter: the delivery of a parcel via a mailbox without proof of delivery.
- 1.8. Forwarding services: the forwarding of Parcels on behalf of the Principal by DPD by engaging carriers for the carriage of Parcels.
- 1.9. Geodata: a digital file which contains information such as but not limited to the name and address information of the Consignee as well as the selected options for the Forwarding Services.



CLASSIC-Service / Express-Service

- 1.10. Legal Provisions: any administrative decision, any treaty, convention, law and any (other) regulation from an international, national or local government body or authority, which is applicable to the forwarding services.
- 1.11. Limited Quantities: the carriage of dangerous goods in Limited Quantities in accordance with the provisions of the ADR.
- 1.12. Parcel: goods with a maximum Procurement Value of € 13.000,-.
- 1.13. Pickup parcelshop: a pickup or drop off point for a Parcel in the DPD network.
- 1.14. Parcel Label: the label with instructions attached to a Parcel.
- 1.15. Procurement Value: the value (stated on the invoice) of a Parcel at the moment a Parcel came into the (economic) possession of the Principal, minus a write-off percentage of (depending on the nature of the Parcel) 10% to 20% per year.
- 1.16. Proof of Delivery: any notice, statement or remark by the Consignee or a representative of the Consignee, from which is apparent that the Parcel has been received by the Consignee. An analogue or digital signature as meant in article 3:15a of the Dutch Civil Code (*Burgerlijk Wetboek*), or an accepted Quick Response (QR) code, pin code or written permission from the Consignee to deliver the Parcel to a certain location for pickup, all constitute as Proof of Delivery.
- 1.17. Principal (or 'you'): the principal of DPD in the Services Agreement.
- 1.18. Service(s): all activities and services performed relating to the Forwarding Services.
- 1.19. Software: all software (applications and modules) DPD uses and future updates, changes, bug fixes, and patches which are applicable to the software (modules).
- 1.20. Transit Document(s): the (air transportation) consignment note, distribution list, CMR list, the Geodata or the Parcel Label whereby DPD acknowledges the receipt of a Parcel and commits to the delivery thereof by engaging carriers.
- 1.21. Transit Time: the time between the consignment of a Parcel to the carrier and the delivery to the Consignee.

PART B. THE SHIPPING OF PARCELS

2. Geodata and login codes

2.1. Creating a Parcel Label

The following steps must be followed.

- Step 1.** Before you can send parcels with the DPD Software, you must first submit at least 10 test labels to DPD for approval.
- Step 2.** You must then ensure that the Parcel meets the requirements of Part C of the DPD Manual.
- Step 3.** A Parcel Label must be made in accordance with specifications provided by DPD for each individual Parcel using Software made available by DPD (<https://www.dpd.com/nl/nl/support/labeltools/>). The following data must be entered into the Software: the shipping and delivery location (this cannot be a PO box), the country code, the desired product, the weight of the Parcel, the desired options, the name and the (preferably mobile) phone number or email address of the Consignee. Regarding international shipments other data may be required (e.g. regarding shipments to the United Kingdom). For questions you can contact the CustomerIT department via email customerit@dpd.nl.
- Step 4.** After data of step 2 has been entered you can save and print the shipment order. During the printing of the shipment order, the parcel labels are generated and the shipment data are automatically sent to DPD provided you have a working internet connection. If the Geodata is not received by DPD because, for example, you have not printed the parcel labels, DPD cannot perform the Services. After the printing of the Parcel Label is completed, attach the Parcel Label in such a way that the label cannot be separated from the Parcel. In case of malfunctions or errors, it is impossible to print a copy of the label. If you have not agreed a fixed pickup time with DPD, you must also create a pickup order within the DPD Software as soon as the parcels are ready for shipment.
- Step 5.** You ensure 100% transfer of MPSEXP data / Geodata, between you and DPD. This also applies to intermediaries that offer this as a service. DPD can offer support for correct alignment. Do not send pre-alert data from parcel labels that will not be physically used. This causes inaccuracies within the DPD systems because DPD then assumes that more parcels have to be 'scheduled'. Periodic data can be sent at intervals of up to 15 minutes in relation to the physical pick-up time of the parcels.

Please take note of the following! Parcels may absolutely not be handed over to the driver if DPD has not received the Geodata. This will result in delays in the shipping process for which DPD is not liable.
- Step 6.** Parcel Labels must be undamaged and the printed text must be readable. Any information written on the Parcel Label, such as stickers with further instructions or extra information cannot be processed and is therefore not a part of the agreement with DPD.

2.2. Please take note of the following!

If you want to use Parcel Labels generated by software that you have developed yourself, you should contact the CustomerIT department via e-mail address customerit@dpd.nl. You can only create parcel labels with the help of your own software after explicit written consent of DPD. Due to continuous developments in the software, DPD can set new requirements for the Parcel Labels. DPD is not liable for the costs associated with

CLASSIC-Service / Express-Service

adapting the Software in accordance with the new requirements.

2.3. Postal code table

The postal code table is necessary in order to have the Parcels send to the right addresses and requires updating three times per year or as many times as necessary. An update can take place automatically and sometimes you must give permission for the DPD updates in the online application. What applies to you depends on the software you use. If you use your own software to create Parcel Labels you must update the postal code table yourself. DPD will inform you when updating is necessary. After you have updated the postal code table you must send DPD a Parcel Label for testing purposes, which DPD must approve. If you have questions on the postal code table, please feel free to contact our CustomerIT department.

Please take note of the following! If you fail to update the postal code table on time, Services can't be provided or delays may arise in the shipping process for which DPD is not liable.



2.4. Login codes

The login codes for Software (and any other Software) which are provided to you are strictly personal. You are not allowed to disclose the login codes to third parties or have third parties use these login codes, unless DPD has consented explicitly and in writing. The latter does not apply to the creation of local accounts within the DPD Software.

2.5. Higher costs

DPD has the right to invoice a surcharge if the Parcel Label/the Geodata has not been properly created / entered / filled in. For example when a DPD Classic (B2B) Parcel label has been created while a DPD Home (B2C) Parcel label should have been created and when your data has not been sent to DPD on time (i.e. before the Parcels have arrived in the DPD depot). But also in the event that your postcode table has not been updated on time.

CLASSIC-Service / Express-Service

3. How does the pickup of a Parcel at an address in the Netherlands work?

3.1. The following steps must be followed:

- Step 1.** The Parcel Labels must be created through DPD Software and attached in such a way that the Parcel Label cannot be separated from the Parcel on the day the Parcel is scheduled for pickup. The entire shipment of Parcels must be accompanied by a waybill drafted by you. The waybill must state that DPD is the forwarding agent.
- Step 2.** DPD will only arrange for the pickup Parcels once a day, regardless of the amount of the Parcels scheduled for pickup. DPD and you can mutually agree otherwise.
- Step 3.** Drivers work on the basis of a strict schedule and therefore drive on the basis of the same predetermined routes. If a specific timeframe for the pickup of Parcels is agreed upon, the Parcels must be ready for pickup at the beginning of – and during – this timeframe. DPD may choose a different timeframe to arrange for the pickup of Parcels due to operational or economic reasons. The Parcels must be accompanied by a waybill, which is to be signed by the driver during pickup. Due to the strict schedule, drivers will only pick up Parcels which are ready for pickup and are placed at either a public road or at a location designated and suitable for the loading of goods.
- Step 4.** The loading of the Parcels may be a precarious process. For that reason, you must supervise the loading, and you are responsible for the Parcel(s) during this time.
Please take note of the following! If the Parcels are provided in a self-loaded container, the number of Parcels scanned in the DPD-depot is considered to be the number of Parcels provided to the carrier, unless proof of the contrary can be provided. This also applies if the driver has signed a waybill on which a different number of Parcels is indicated.
- Step 5.** Logistics requires thinking ahead and planning. As such, it is not possible for DPD to arrange the pickup of more Parcels than agreed upon between DPD and you. If there are no, or less, Parcels than agreed upon available for pickup, then DPD will assume that there are no, or fewer, Parcels than the agreed upon Parcels available for pickup. DPD will not contact you in these situations. You will then need to provide DPD with a new order for the Forwarding Services.
- Step 6.** The driver will deliver the Parcel to a DPD depot, where the Parcel Label is then scanned. DPD and you will consider the amount of Parcels scanned at the DPD depot as the amount of Parcels received by the driver. This is also the case if the driver has signed a waybill which states a different number of Parcels, unless evidence to the contrary is provided.

3.2. ParcelLetter

ParcelLetter must be offered to the driver separately from the Parcels. ParcelLetter must be sorted per destination country and each destination country must have its own mailbag.

CLASSIC-Service / Express-Service

4. How does the delivery of a Parcel through DPD CLASSIC or DPD Home (transportation by road) work?

4.1. Delivery attempts

Consignees aren't always at home when a Parcel arrives. That is why DPD will instruct the carrier to deliver a Parcel to the Consignee in the Netherlands at least once, unless DPD instructs the carrier to deliver the Parcel to a different address from the home address of the Consignee. With DPD Home and DPD ParcelLetter DPD will instruct the carrier to attempt delivery once. With DPD CLASSIC DPD will give instruction to the carrier to attempt delivery of the Parcel three times. In case of cross-border destinations, the number of delivery attempts may vary. If a delivery attempt is unsuccessful, then DPD, at its sole discretion, may give the carrier instructions for a different method of delivery. A delivery attempt can also be completely omitted because of a legitimate interest. In that case DPD may at its sole discretion instruct the carrier to deliver the parcel to a Pickup parcelshop or to return it to the Principal. You will not receive a refund if a delivery attempt is unsuccessful.

4.2. Delivery of the Parcel

Delivery at the address of the Consignee occurs by (a) issuing the Parcel to any person who has reached the age of majority present at the address of the Consignee, or (b) depositing the Parcel, in case of ParcelLetter, in the mailbox. The driver is not under any obligation to determine the age of the recipient or whether the recipient is authorised or competent to receive the Parcel. In the logistics sector it is important that the right documents are signed. As such, you guarantee that the Consignee or any other authorised or competent recipient of a Parcel will provide the Proof of Delivery in such a manner the signor is identifiable. In the event of a legitimate interest, DPD is entitled to deliver the parcel without proof of delivery (for example in the event of a pandemic). DPD is not liable if claims arise during this period based on the lack of proof of delivery. DPD will notify you in a timely manner if such an exceptional situation arises.

4.3. Not at home?

If during the first delivery attempt no one is found to accept the Parcel at the address of the Consignee, the following occurs. With DPD CLASSIC the delivery address may be changed at your initiative, or at the request of the Consignee, to a different address within the Netherlands, such as a Pickup parcelshop. If a delivery attempt is unsuccessful, the Parcel may also be delivered to one of the neighbouring addresses, after which the obligation to deliver the Parcel has been met. The driver will, of course, notify the Consignee of the delivery to this different location. With DPD Home, the Parcel will be delivered to a Pickup parcelshop the next day at the latest. With ParcelLetter, in the event that the mailbox is too full, too small or not present, a maximum of one delivery attempt will be made. If delivery fails, an attempt will be made to deliver the ParcelLetter to one of the neighboring address. If that attempt also fails, the ParcelLetter will be delivered to a Pickup parcelshop. It is not possible to change the delivery address after a Parcel has been delivered to a Pickup parcelshop.

4.4. Drop off permission

Many Consignees authorise DPD to arrange delivery of Parcels to other locations than the address of the Consignee. Such authorisations are for a single delivery or for a specific term. You expressly agree that the Parcel – without further notification from DPD – may be delivered to an alternative delivery address provided by the Consignee. The delivery of the Parcel at the alternate delivery location is performed at the sole risk of the Consignee.

CLASSIC-Service / Express-Service

4.5. Safety

No delivery will be made to premises which have specific (safety) requirements to enter, such as the wearing of protective gear at a construction site and for example the searching of visitors at prisons.

CLASSIC-Service / Express-Service

5. How does delivery of a Parcel through DPD Express Services / DPD GUARANTEE (transportation by road) work?

5.1. Logistics implementations

If you require that a Parcel is to be delivered before a certain time, DPD offers the following Express Services.

Time Definite Services

- Option 1.** DPD 8:30: delivery before 08.30 (8:30 AM);
- Option 2.** DPD 10:00: delivery before 10:00 (10:00 AM);
- Option 3.** DPD 12:00: delivery before 12:00 (12:00 PM);
- Option 4.** DPD 18:00: delivery before 18:00 (06:00 PM) ;

Day Definitive Services

- Option 5.** Delivery within the delivery periods as communicated by DPD (in local time) for DPD GUARANTEE Parcels, depending on the country to which the Parcel is to be delivered.

The website www.dpd.nl may be used by you for information regarding destination countries for which these Express / GUARANTEE Services are available, the exact delivery periods per destination and the postal code areas for which there is no guaranteed delivery period. A workday usually ends at 17:00 (05:00 PM) local time, but may vary per country. If the end of a delivery term ends on a Saturday, Sunday or a nationally recognised public holiday at the destination country, delivery will occur on the next workday. This also applies when the delivery term is extended due to a nationally recognised public holiday in a transit country.



CLASSIC-Service / Express-Service

5.2. Procedure

The sending of a Parcel through DPD Express Services / DPD GUARANTEE (transportation by road) is completed through the following steps:

The following steps must be followed.

- Step 1.** If you indicate to DPD that a Parcel must be delivered by DPD Express Services / DPD GUARANTEE, DPD will provide you with DPD Express Services or DPD GUARANTEE tape. You must inform DPD (in coordination with the local DPD-depot) of the number of Parcels which must be delivered within a specific delivery period and the destination(s) of those Parcels.
- Step 2.** The DPD Express Services / DPD GUARANTEE tape provided by DPD must be applied by you to all sides of the Parcel in order for the Parcel to be recognised as such a Parcel in order to guarantee the method of delivery.
- Step 3.** For shipments to countries outside of the EU, all necessary customs and export forms must be visibly attached to the Parcel in an export envelope.
- Step 4.** If DPD has not been notified of the chosen option by 12:00 on the day the Parcels are to be picked up, the delivery term cannot be guaranteed.
- Step 5.** If the service chosen by you is not available at the postal code area of country of destination, the Parcel will be delivered in accordance with a service which approximates the chosen service as closely as possible.
- Step 6.** If the Parcel cannot be delivered by way of the chosen option, the following applies: DPD will immediately inform you of the failure to deliver on time by telephone or email, with the reasons for the failure, in order to agree upon a different manner of delivery (pro-active return information).
- Step 7.** If a shipment with a DPD 8:30 - DPD 10:00 – DPD 12:00 – DPD 18:00 or DPD GUARANTEE option is not delivered or not delivered on time and this is caused by an act or omission by DPD, then the paid surcharge will be reimbursed. This does not apply if the delivery attempt fails due to an act or omission by the Consignee or by you.

CLASSIC-Service / Express-Service

6. How does the delivery of a Parcel through DPD International Express (transportation by air) work?

If you require a Parcel to be delivered through transportation by airplane, you may use DPD International Express. DPD International Express is subject to certain rules which apply to both DPD and you.



6.1. Procedure

The sending of a Parcel through DPD International Express is completed through the following steps:

The following steps must be followed.

- Step 1.** DPD International Express is only available if explicitly agreed upon by both you and DPD.
- Step 2.** You must check whether the Parcel conforms to the maximum size and weight as stipulated in Part C of the DPD Manual.
Please take note of the following! The combined weight of the shipment, including packaging, may not exceed 70 kilograms. Shipments which exceed the maximum weight are subject to a surcharge determined by DPD. Surcharges may be found at www.dpd.nl/surcharges.
- Step 3.** You must ensure the Parcel can be sent in accordance with applicable Legal Provisions. It is not allowed to send Parcels with forbidden contents, as meant Regulation 300/2008. Parcels are checked for safety, more specifically in the case of random security checks.
- Step 4.** You are responsible for the correct and complete completion and the provision of five copies of Transit Documents, customs and export documents, delivery note and the invoice. For shipments to countries outside of the EU, all necessary customs and export forms must be visibly attached to the Parcel via an export envelope. If applicable Legal Provisions state a specific Parcel does not require any customs or export forms, at the very least five copies of the invoice (in the English language) should be attached.
- Step 5.** Transport will take place within the delivery period as specified in the delivery period tables available on www.dpd.nl. In case delivery is not successful DPD will contact you for further instructions.
- Step 6.** There will be two attempts for the delivery of a Parcel to the Consignee. If the first delivery attempt is unsuccessful, due to the Consignee being unavailable or not willing or able to pay the applicable customs duties, you must provide DPD with new instructions for delivery by the carrier or return of the Parcel. Returns, regardless of the reason, will be invoiced at the applicable rates.

CLASSIC-Service / Express-Service

Step 7. DPD retains the right to have complete control over a Parcel, including the destruction thereof, if a return delivery is not possible, if DPD is unable to contact you or new instructions for delivery or return of the Parcel are not given within a reasonable time.

6.2. 'Known Consignor'

Your 'status' is of importance in air transportation. If you are certified as a "Known Consignor" (as defined in Regulation (EG) 300/2008) you guarantee that the Parcels do not contain any items banned from transport and consent that the Parcels may be checked.

6.3. 'Unknown Consignor'

If you are not certified as a "Known Consignor" as defined in Regulation (EG) 300/2008 you give permission to subject Parcels to security check as meant in the Regulation. You then also guarantee that the Parcels do not contain any items banned from transport as meant in Regulation EG 300/2008 and other Legal Provisions with regards to civil aviation security (including the Dutch Implementation act of Regulation EG 300/2008).

6.4. Checks and additional costs

If security checks – be it random or compulsory – as required by applicable Legal Provisions are performed on your Parcels you are liable for the costs thereof.

6.5. Please take note of the following!

If the applicable Legal Provisions are violated, you are liable for all direct or indirect damages and/or losses Incurred by DPD or third parties. You indemnify DPD for any claim third parties may have. DPD is not liable towards you for damages to a Parcel, or delays due to the applicable Legal Provisions.



PART C. PARCELS**7. What are the minimum requirements for a Parcel?****7.1. Packaging requirements / container requirements**

Parcels are sorted mechanically. As such, any Parcel must withstand a diagonal-fall test from a height of 80 cm and have a pressure resistance of at least 100 kg. Parcels must be packaged tear-free and watertight and in such a way the contents cannot move inside of the container. This requires a proper packaging that must be used for both the inside and the outside of the container. Only product packaging does not suffice.

Furthermore, the Parcel must have tape applied in such a way that it is impossible to open the Parcel without leaving traces thereof and in such a way that it is weather- rain and/or snow resistant.

**7.2. When the packaging does not meet the minimum requirements**

If the Parcel does not meet the above requirements, DPD may nevertheless decide to handle the Parcel for an additional fee. DPD may also decide, at its sole discretion, to return the parcel or store it. The latter takes place at the expense of the Principal. You will be contacted for instructions.

7.3. Request for approval DPD

Buckets, cans, jerry cans and other goods prone to fracture or break, such as glass, pottery, ceramics, stone, hard plastics, sugar- or chocolate confectionery or cast-iron object must be packaged in a container which has been approved by DPD in advance and in writing.

7.4. Controls and checks

You accept that a Parcel may be opened or inspected at all times by DPD, or thereto authorised legal authorities, including but not limited to customs. Needless to say, DPD will never open a Parcel without justifications. However, it might, for example, occur that the customs authorities conduct a random check or that DPD checks whether a Parcel is damaged or contains prohibited or dangerous goods and/or Chemical Substances.

If you are not the owner of the (contents of the) Parcel, you will be considered as a representative of the owner as far as the agreement with DPD is considered. If third parties are in any way involved with regards to the contents of the Parcel, you will be considered to be their representative as well.

CLASSIC-Service / Express-Service

8. Which dimensions / weight can a Parcel have?

8.1. Delivery through DPD CLASSIC Services / DPD Express Service / GUARANTEE (transportation by road)

Parcels are divided up into two categories: Small Parcels and Normal Parcels.

- Small Parcels (SP) may have a weight up to 3 kg; a length up to 50 cm and a circumference (double the width plus double the height plus length) up to 111 cm.
- Normal Parcels (NP) may have a weight up to 31,5 kg; a length up to 175 cm and a circumference (double the width plus double the height plus length) up to of 300 cm.

8.2. Non Standard Parcel (NSP)

A parcel is considered a Non Standard Parcel if it meets one of the underneath criteria.

- A parcel has a length or is measured diagonally longer than 130 cm;
- The parcel is heavier than 20 kilograms;
- The parcel has an unstable, irregular shape (sphere, cylinder, roll);
- The parcel is not, or is not properly packaged, according to the packaging guidelines (see <https://www.dpd.com/nl/nl/support/inpakken/>);
- The label on the parcel is missing or is difficult to read.
- A parcel that, for whatever reason, requires additional manual handling or sortation.

In the case of a Non Standard Parcel the Principal must pay an additional surcharge.

8.3. DPD ParcelLetter

A ParcelLetter has a maximum size of 38 x 26.5 x 3.2 cm.

8.4. Delivery through DPD International Express (transportation by air)

A Parcel may have a maximum *volumetric weight* up to 1 m³ = 200 kg. Volume metric weight is calculated as follows: length x width x height in cm / 5,000. **Please take note of the following!** The *actual* weight of a Parcel may be up to maximum of 31,5 kg and per shipment up to a maximum of 70 kg. Claims are not paid on the basis of the volumetric weight, but on the basis of the actual weight. Shipments which exceed the maximum weight are subject to a surcharge determined by DPD. Surcharges may be found at www.dpd.nl/surcharges.

8.5. Furthermore, a Parcel may have a maximum length of 175 cm and a circumference of 300 cm and minimum dimensions of 23 x 16 cm. Parcels which exceed the maximum length are subject to a surcharge determined by DPD. Surcharges may be found at www.dpd.nl.

CLASSIC-Service / Express-Service

8.6. Shipping and delivery through Pickup parcelshop

Parcel are divided up into three categories: Small Parcels, Normal Parcels and Large Parcels.

- Small Parcels (SP) may have a maximum weight up to 3 kg; a length up to 100 cm, a maximum width of 50 cm, a maximum height of 50 cm, and a circumference (two times width plus two times the height plus one times the length) up to of 250 cm.
- Normal Parcels (NP) are larger and heavier than SP and may have a maximum weight up to 10,0 kg; a length up to 100 cm, a maximum width of 50 cm, a maximum height of 50 cm, and a circumference (two times width plus two times the height plus one times the length) up to of 250 cm.
- Large Parcels (LP) are larger and heavier than NP and may have a maximum weight up to 20 kg; a length up to 100 cm, a maximum width of 50 cm, a maximum height of 50 cm, and a circumference (two times width plus two times the height plus one times the length) up to of 250 cm.

8.7. If the Parcel does not meet the requirements

If the Parcel does not meet one of the above requirements, DPD may nevertheless decide to process the Parcel, in which case an additional fee must be paid. DPD may also decide, at its sole discretion, to return the parcel or store it. The latter takes place at the expense of the Principal. You will be contacted for instructions.

8.8. Measuring and weighing system

DPD uses calibrated measurement and NMI-certified equipment in order to measure the weight and dimensions of parcels. The results of measurements with this equipment are binding for Parties without prejudice to evidence to the contrary.

The maximum dimensions are checked on the basis of the transport packaging. If you apply the absolute maximum dimensions, it is possible that the maximum dimensions will eventually be exceeded because your transport packaging has not retained its original shape during the processing of your parcel within the logistic process due to, for example, that parcels are stacked on top of your parcel, that insufficient transport and / or inner packaging is used or that the weather conditions affect the strength of your packaging.

You must ensure that you exercise sufficient margin with regard to the maximum dimensions and use high-quality transport and / or inner packaging so that the original shape of the transport packaging is maintained and the maximum dimensions are not exceeded if it is lost.

Please take note of the following! In the event that you use an insufficient margin or use inadequate transport and / or inner packaging, as a result of which the maximum dimensions are exceeded, DPD will enforce the additional surcharge for exceeding the maximum dimensions and set your objection aside.

CLASSIC-Service / Express-Service

9. Is it possible to offer Limited Quantities of dangerous goods for transportation?

9.1. Dangerous substances

Services are normally excluded when a Parcel contains dangerous substances as meant in article 1 paragraph 1 of the Dutch Act on Transportation of dangerous substances (*Wet vervoer gevaarlijke stoffen*). Such substances are (non exhaustive) explosive substances and objects, compressed gasses, liquefied gasses or gasses dissolved under pressure, flammable liquids, flammable solids, spontaneously combustible substances, substances which cause flammable gasses when coming into contact with water, substances which can be used as accelerants, organic peroxides, poisonous substances, infectious substances, corrosive substances and other substances which pose a danger for humans or the environment as meant in article 3 of the Dutch Act on Transportation of dangerous substances.

Services with regards to a Parcel containing Limited Quantities are allowed under certain circumstances, provided DPD explicitly and unambiguously consents with the provision of such Services. In these cases you guarantee meeting the conditions of applicable Legal Provisions, such as, but not necessary limited to the ADR.

If you request services with regards to Limited Quantities, you must provide DPD with an insurance policy which clearly states the necessary coverage. During the provision of Services, you must provide evidence the insurance premiums has been paid and any other information which is relevant to preventing any dangerous situation or to judge a claim. You must keep this information at hand and be able to provide the information as soon as possible.

9.2. Dry Ice

Legal Provisions, such as but not necessarily limited to the ADR, apply to all Services with regards to dry ice.

Please take note of the following! On the basis of the conditions which apply to the Services, DPD is not liable when shipping perishable goods – with or without dry ice.

9.3. Please take note of the following!

Dangerous substances in Limited Quantities can be extremely dangerous and must be taken seriously. If you act in violation of the conditions of this paragraph 9, you will forfeit a directly due and payable fine of € 25.000 per Parcel. DPD retains the right to claim the entirety of damages and performance of the agreement.

9.4. Combinations with options

Services with regards to Limited Quantities are not possible in combination with options.

PART D. CLAIMS

10. Which information does DPD need to process a claim?

10.1. Documents

Processing claims has been made as easy and efficient as possible. However, for DPD to judge the validity of a claim, you will need to provide at the very least the following information. The claim may be rejected if this information has not been provided. As such, the following must be provided:

The following documents must be provided.

Document 1. Your name and the Parcel number in question;

Document 2. The date on which the Parcel was picked up by the carrier or handed over to the Pickup parcelshop;

Document 3. A declaration regarding any insurance coverage for the incurred damages;

Document 4. All Transit Documents for the Parcel in question;

Document 5. If asked: the original packaging and/or the damaged goods.

Please take note of the following! Please save always the packaging until the DPD Claims Department has concluded the research into the claim.

Document 6. The contents and weight of the Parcel.

Document 7. All purchase and sale invoices and all other data which is relevant for determining the value of the Parcel and/or the cause of the damages.

Please take note of the following! Claims which involve mobile phones shall only be processed if the Emei number has been provided.

10.2. DPD International Express (Transport by Air)

For claims under DPD International Express the following additional conditions apply:

1. Claims shall only be processed if the Principal provides amongst others the following documents:

- The consignment note;
- A fully completed claims form;
- The original invoice;
- If applicable: an invoice for repair costs.

2. The Principal must submit claims with regards to loss or damages within 7 days after the day on which the Parcel was delivered or was supposed to have been delivered, under penalty of loss and/or forfeiture of all rights related to these claims.

3. The Principal must submit claims regarding delays in the delivery within 14 days after the day on which the Parcel was delivered or was supposed to have been delivered, under penalty of loss and/or forfeiture of all rights related to these claims.

4. Claims filed must be correct, complete, specific and have a date and signature.

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10.3. Processing time for a claim

After DPD's Customer Service has transferred a claim to its Claims Department, DPD will begin processing the claim from the next working day on during office hours. You may expect an initial notification on the claim in approximately five working days. As soon as all the requested documents have been received, DPD will make a final decision regarding the claim.

10.4. Indication of the maximum level of liability

If a Parcel has been scanned	Max. € 520 per Parcel	
If a Parcel has not been scanned and in case of DPD ParcelLetter	Cross-border transportation by road.	Max 8.33 SDR per kg.
	Domestic transport by road.	Max. € 3,40 per kg.
DPD International Express Transportation by air	Max. 22 SDR per kg.	

Please take note of the following! The above list is only an indication. The substantive assessment will be performed on the basis of the Agreement, the General Terms and Conditions and this DPD Manual. A claim may be rejected. It is possible that less than the above mentioned amounts will be paid.

VAT

Any claims paid by DPD are exempt from VAT. DPD will not charge VAT over the owed amount. Any VAT which you have paid as part of the Procurement Value must be claimed from the Tax authorities through a VAT declaration.

10.5. Write off

A write off is applied to the settlement of claims of used goods. We apply the following percentages.

Product	Write off per year
• Books	20 %
• Office supplies	20 %
• Bicycles (including accessories)	20 %
• Photo, film, video and audio equipment, computer hardware, video game consoles, CS's, DVD's	20 %
• Watches	20 %

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• home appliances (such as vacuum cleaners, kitchen and bathroom equipment)	20 %
• Clothing, shoes, towels, sheets, duvets	20 %
• Suitcases, bags, wallets	20 %
• Medical equipment, crutches, hearing aids	20 %
• Sporting goods	20 %
• Mobile and wireless communications equipment	20 %
• (Sun)glasses and lenses	10 %
• Car, motorcycle, and moped parts and accessories	10 %
• Camping goods (tents, sleeping bags)	10 %
• Tools	10 %
• Cosmetics	Opened 100% Unopened 50%
• Foodstuffs	Opened 100% Unopened 50%

10.6. External Insurance

In the event you are insured for the damages you wish to claim with DPD, you must first submit your claim to your insurance company. If DPD is liable on the basis of the Agreement, DPD's general terms and conditions and the DPD Manual and if the insurance company does not pay the entire amount of the damages due to a policy excess (in Dutch: 'eigen risico'), then DPD will pay the policy excess.

Only the Principal may claim payment of the amount insured by DPD. The claim shall not and cannot be transferred to third parties. In the event of subrogation as stipulated in art. 7:962 Dutch Civil Code, the insurance company's claim in the event of cross border destinations is limited to the Procurement Value with a maximum of 8.33 SDR per kg of the Parcel's weight and in the event of destinations in the Netherlands the claim is limited to the Procurement Value with a maximum of € 3,40 per kg of the Parcel's weight.

10.7. Power of attorney

If a claim is submitted and DPD pays the claim or part of the claim due to the deductible the Principal hereby grants an irrevocable power of attorney to DPD to collect the claim in respect of the (third) party (for example carrier) that is liable for the damage.

10.8. Right of Set off

Claims submitted to DPD shall be set off with any payment obligations of the Principal in respect of the forwarding services.

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11. When is an advance deposit required?

11.1. DPD may periodically perform a credit check on the Principal.

The following steps must be followed.

- Step 1.** If the credit check shows that performance of your payment obligations may be breached, then you must pay an advance deposit or supplement on an earlier deposit or any other security DPD considers adequate at the first request of DPD within 5 working days after the request has been made. DPD will only continue to perform its obligations after the advance deposit or the security has been received. DPD retains the right to suspend, set aside or terminate any obligations if no advance deposit or security has been received within 5 working days, without DPD being liable for any damages.
- Step 2.** If you pay an advance deposit, you will receive a confirmation thereof in writing.
- Step 3.** The advance deposit will be offset against outstanding invoices, interests, costs and/or other claims:
- If you have a payment obligation towards DPD;
 - If the agreement with DPD ends;
 - If you are or have been declared to be in suspension of payments / creditor protection or if you are or have been declared bankrupt;
 - If for any reason not mentioned above you are unable to perform the obligations under the agreement with DPD.
- Step 4.** After any setoff, DPD will inform you at first request of the actual amount of the advance deposit. If the balance is positive after the agreement has ended, this will be paid within two months after the end of the agreement. DPD is under no obligation to pay any interest in relation hereto.
- Step 5.** DPD retains the right to perform a new credit check at all times, and will do this at least one year after receiving the first advance deposit. On the basis of the outcome of the credit check DPD may decide to refund the advance deposit, to require the advance deposit be supplement or that a new deposit must be paid.

11.2. Prior to receiving Services with regards to Customs

Principal will upon DPD's first written request, pay a deposit to the DPD account. The Principal will ensure that the deposit available at the account is at all times at least equal to 3 (three) weeks' worth of payments of fees.

DPD is entitled to use the deposit available on the DPD account to pay the fees, make payments to a DPD Business Unit member regarding custom clearance services (for example DPD UK) and the Customs Authorities and other costs related to the Services. Regardless of the deposit at the DPD account, the Principal is at all times required to pay the invoiced amounts. Any deposit unused at the expiration or termination (*opzegging*) of the agreement will be repaid to the Principal.

DPD can suspend the provision of the services in case: (i) the deposit is deemed to be insufficient by DPD in its reasonable discretion, and (ii) if Principal breaches any of its other obligations under the agreement.

PART E. OPTIONS

12. Option: Pickup parcelshop

For the shipment of a Parcel or ParcelLetter through a Pickup parcelshop the following procedure applies

12.1. Shipment through a Pickup parcelshop

The following steps must be followed.

- Step 1.** You check whether a Parcel may be shipped through a Pickup parcelshop on the basis of Part C of the DPD Manual.
- Step 2.** You create a Parcel Label by using the Software and apply this Parcel Label to the Parcel in such a way that it cannot be removed.
Please take note of the following! You are obligated to enter the correct weight of the Parcel in the Software.
- Step 3.** You may ship the Parcel through a Pickup parcelshop within ten calendar days after the Parcel Label has been created. The Parcel Label expires after this period. You will not receive a refund if the Parcel Label has not been used within the 10 calendar day period. You will receive a receipt after the Pickup parcelshop has received the Parcel.

Combination with Options

Shipment from a Pickup parcelshop is not possible in combination with Limited Quantities, other Options, and with DPD Express Services / DPD GUARANTEE (transportation by road) or DPD International Express (transportation by air).

The following procedure applies for the delivery of a Parcel at a Pickup parcelshop.

12.2. Delivery through a Pickup parcelshop

The following steps must be followed.

- Step 1.** You check whether a Parcel may be delivered through a Pickup parcelshop on the basis of Part C of the DPD Manual. The same requirements for shipping a Parcel through a Pickup parcelshop apply.
- Step 2.** You will create a Parcel Label by using the Software. You will indicate that the Parcel must be picked up at a Pickup parcelshop by the Consignee.
- Step 3.** The Consignee can collect the Parcel after a valid identity document has been checked. The Parcel can only be picked up by someone else than the Consignee if this person has a written and signed authorisation from the Consignee to pick up the Parcel to which must be attached an identification document from the Consignee (such as an ID-card or a passport) and the signature on the identification document matches the signature on the written authorisation.
- Step 4.** If the Parcel is not collected from the Pickup parcelshop within 7 calendar days, the Parcel will be returned to you. DPD will not refund the shipping costs.

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12.3. Not at home?

In case you have chosen DPD Home or DPD ParcelLetter and the Parcel should have been delivered through DPD CLASSIC (by road), but the delivery attempt was not successful, the Parcel will be delivered to a Pickup parcelshop.

12.4. Please take note of the following! A Parcel cannot be delivered through another method of delivery once the Parcel has arrived at a Pickup parcelshop. If a Parcel cannot be delivered at the chosen Pickup parcelshop due to unforeseen circumstances, it will be delivered through the nearest Pickup parcelshop.

12.5. Combination with Options

Delivery at a Pickup parcelshop is possible in combination with DPD Predict, DPD Express Services / DPD GUARANTEE (carriage by road) and DPD International Express (carriage by air). Delivery at Pickup parcelshop is not possible in combination with Limited Quantities or other options.

12.6. Return Shipment through Pickup

A Parcel may be sent back to you by the Consignee or the recipient through a Pickup parcelshop. The following procedure applies.

The following steps must be followed.

- Step 1.** If you wish to use this option, this must be explicitly agreed upon in writing with DPD.
- Step 2.** You check whether the Parcel may be returned through a Pickup parcelshop on the basis of Part C of the DPD Manual. The same requirements for shipping a Parcel through Pickup parcelshops apply (see paragraph 12).
- Step 3.** You provide the Consignee with the Parcel Label and provide him with instructions regarding the return shipment of the Parcel through the Pickup parcelshop.

12.7. Combination with Options

A return shipment through a Pickup parcelshop is not possible in combination with Limited Quantities, other Options or with DPD Express Services / DPD GUARANTEE (transportation by road) or DPD International Express (transportation by air).



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13. Option: Predict

13.1. Predict is the sending of a message through email or SMS to the Consignee prior to the delivery of the Parcel with an indication of the delivery time. This indication is non-binding. If the Consignee wishes to have the Parcel delivered on a different day, at a new address, at a (new) Pickup parcelshop or with drop off permission (see paragraph 4) these options may be selected through www.mijndpdpakket.nl.

13.2. For the Predict option the following applies:

The following steps must be followed.

- Step 1.** You must check whether Predict is available (see www.dpd.nl for all the possibilities).
- Step 2.** DPD will send the Consignee an email or SMS-message regarding the delivery day and the timeframe within which the Parcel is likely to be delivered by the carrier prior to the first delivery attempt. If the Consignee wishes to receive the Parcel on another day or a different timeframe these options may be selected through www.mijndpdpakket.nl.

13.3. Please take note of the following! You can also change the delivery address by contacting the Customer Service Department of DPD.

13.4. While DPD will use reasonable efforts to carry out a requested change, the Consignee and you cannot derive any rights from such a request.

13.5. Please take note of the following! DPD is not liable if the email or SMS-message from DPD to the Consignee contains an incorrect delivery date or timeframe, unless in the case of intent or gross negligence.



14. Option: ParcelLetter

14.1. ParcelLetter is a service for delivery of Parcels via a mailbox without proof of delivery. This Service is limited to destinations within the European Union.

14.2. A maximum of 1 delivery attempt will be made to the Consignee. However, the number of delivery attempts can vary per country.

14.3. If the ParcelLetter can't be delivered via the mailbox, for example because the mailbox is too full, too small or not present, the driver will ring the bell to hand over the ParcelLetter. Handover takes place after signing for receipt.

14.4. If delivery to the Consignee is not possible, a delivery attempt will follow to an adjacent address. Delivery takes place after signing for receipt. If this delivery attempt fails, the ParcelLetter will be delivered to a Pickup parcel shop.

14.5. Combinations

ParcelLetter is not possible with options such as COD and Higher Insurance.

15. Options: Saturday Delivery

15.1. The following steps must be followed.

- Step 1.** You check www.dpd.nl for the possibilities.
- Step 2.** You submit through the DPD Software that a Parcel must be delivered on a Saturday.
- Step 3.** The Parcel will be picked up on Friday. If the Parcel is provided before Friday, it will not be delivered on Saturday.
- Step 4.** The delivery attempt on Saturday will be before 18:00 (06:00 PM). If the delivery attempt is unsuccessful, another delivery attempt will take place on Monday.

15.2. Combination with Options/products

Saturday Delivery is not possible in combination with the Option COD or with DPD Express Services / DPD GUARANTEE.



CLASSIC-Service / Express-Service

16. Option: Collection Request

If you wish for a Parcel to be picked up at a third party, DPD recommends a Collection Request.

16.1. The following steps must be followed.

- Step 1.** The Collection request can be made via DPD Software. If DPD receives the request on a working day before 16:00 (04:00 PM), the first collection attempt will be made within 3 working days. If the first collection attempt is unsuccessful, one more attempt will be made, unless the first attempt was unsuccessful due to (someone at) the pickup location refusing to cooperate with the collection attempt.
- Step 2.** To ensure that the Parcel can be sent to the Consignee, it must have a Parcel Label. The driver will bring the Parcel Label and will apply the label to the Parcel under the supervision of staff at the collection location.
- Step 3.** The loading and labelling of Parcels may be a precarious process. For that reason the staff at the collection location must supervise the process, as they are responsible. Staff at the collection location may only give the Parcel to the driver after the driver has provided a receipt. You must inform the staff at the collection location to follow these instructions carefully.

16.2. Combination with Options

Collection Request is a return implementation without additional Options being available.



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17. Option: Higher Insurance

17.1. If you wish to send a Parcel with a high monetary value, a request may be made to DPD to pay claims for a higher amount than normally agreed upon in the Agreement, the General Terms and Conditions (Higher Insurance) and this DPD Manual. At your request DPD will pay claims to a maximum of € 13.000 per Parcel instead of € 520 per Parcel. The following conditions apply:

17.2. The following steps must be followed.

- Step 1.** The request for this option must be made through the Software (www.dpd.nl) before sending the Parcel. After entering the required information on the Higher Insurance form, DPD will send a confirmation for the request. You must store this confirmation carefully.
- Step 2.** If the Parcel has been insured elsewhere, the option Higher Insurance has no effect. You are obligated to inform DPD thereof, even if no specific request has been made to do so.
- Step 3.** DPD is obligated to pay an additional insurance premium for the Higher Insurance option, which DPD will charge to you.
- Step 4.** Any claim on the grounds of the Higher Insurance option will be done by DPD and only after DPD has received remuneration from her insurance company for the claim.

17.3. Please take note of the following!

The Option Higher Insurance does not affect the rights and obligations as set forth in the Agreement, the General Terms and Conditions and this DPD Manual. If DPD is not liable for the damages on the basis of the Agreement, the General Terms and Conditions and this DPD Manual, then the Parcel may not be offered with the option of Higher Insurance. If the Parcel is offered with Higher Insurance anyway, no claims based on the Higher Insurance Option will be paid.

17.4. Combination with Options

Higher Insurance is possible in combination with DPD CLASSIC Services (transportation by road) but is not possible in combination with other options and DPD ParcelLetter except for the option Saturday Delivery.

17.5. Please take note of the following!

Higher insurance is not an insurance product as referred to in the Dutch Act on Financial Supervision (in Dutch: "*Wet financieel toezicht*").

CLASSIC-Service / Express-Service

18. Option: Europallet administration

18.1. The costs for europallets (pallets with the EPAL label) may increase over time. In order to limit these costs, DPD returns to you up to a maximum of 94% of the europallets (due to use) which were used by you to submit Parcels under the following cumulative conditions.

18.2. The following steps must be followed.

- Step 1.** The europallets with Parcels will be delivered to a DPD depot in the Netherlands where the Parcels are handled for transhipments.
- Step 2.** The number of submitted europallets will be determined through your comprehensive europallet administration. Only undamaged europallets which are meant for repeated use (excluding disposable pallets) may be registered.
- Step 3.** The request for the return of europallets must be done In writing and within 3 months after Step 1 has been completed. After this period the europallets will not be returned. A request must be for a minimum of 30 europallets.
- Step 4.** After a valid request has been made, the europallets will be returned to you no more than once every two weeks. If the request is for less than 30 europallets, you may (at your own cost) pick up the claimed europallets after making an appointment at the DPD Depot where the Parcels have been handled for transhipment.
- Step 5.** At the end of the agreement all rights regarding the return of europallets are forfeit.



19. Option: Webshops

19.1. DPD can assist you with setting up shipping and returning facilities for your webshop. This is done as follows:

- Step 1.** DPD will provide you with the “Widget Integration Guide”, which is a manual on how to implement so the “Checkout- and Return Widgets”. The Widget Integration Guide will be provided to the e-mail address registered with DPD.
- Step 2.** Using the Widget Integration Guide you can implement the Checkout- and return Widgets. DPD will not provide further assistance with the implementation other than described in this Manual. Please consult a third party to assist you with the implementation if it is unsuccessful.
- Step 3.** DPD and or parties DPD uses might incidentally perform maintenance on the Checkout- and Return Widgets through updates. This updates are provided by DPD free of cost.
- Step 4.** In some cases updates or changes to software or hardware are required. If DPD request you implement such changes, taking action will be required to keep using the Checkout- and Return Widgets.

19.2. Please take note of the following! If the Checkout- and Return Widgets are used for creating DPD Parcel Labels, you must provide DPD with a phone number or e-mail address where you may be reached. You must carefully check all DPD Parcel Labels you receive. You must ensure that unauthorised access to the DPD Parcel Labels functionality is impossible by taking security measures which comply with the latest (security) standards.

19.3. Support

1. If you are unable to implement the Checkout- and Return Widgets, you can contact – without any additional cost – DPD on workdays between 8:00 and 18:00. DPD’s support consists of further explaining the Widget Integration Guide and – if necessary – advice on how to implement the Checkout- and Return Widgets.
2. If there are any incidents which are the direct cause of Checkout- and Return Widgets not functioning properly, you can contact DPD on workdays between 8:00 and 18:00.
3. For questions which do not fall into the above categories, such as ‘Requests for Changes’, requests for additional functionality and/or DPD Parcel Label functionality, you may contact DPD. DPD will then decide whether it will process your request and/or provide support. DPD may choose to have the support performed by third parties.
4. Support for questions in paragraphs 1 and 2 is provided by DPD free at cost. For all other support, DPD charges a fee of € 90,- exclusive of VAT. Unless agreed upon otherwise in writing:
 - Invoices will be sent twice a month
 - Invoices must be paid within fourteen days after the date on the invoice
 - Payment may only be done through automatic collection;
 - Cancelling the automation collection is considered a breach of contract.

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19.4. Conditions

1. DPD will perform its activities to its best knowledge and abilities and in accordance with the requirements of good workmanship on the basis of the known state of knowledge at the time. Access to the online functionality provided by DPD is of the utmost importance and while DPD will endeavour to provide this access, it cannot guarantee access where there are (necessary) maintenance activities or unforeseen circumstances.
2. All (delivery) terms and time periods communicated by DPD are determined to its best knowledge and on the basis of data which was known to DPD at the start of the activities, but such deadlines and terms are only indicative and never a strict deadline. If it appears a terms or time period may be exceeded, DPD will contact you as soon as possible.
3. You must ensure that all data, which DPD indicates as being necessary or which you must understand to be necessary or useful for the performance of this activities, is provided to DPD in a timely manner. If data required for the performance of the activities has not or has not been timely provided to DPD, DPD may either suspend the activities or invoice the additional costs for the delay. You guarantee that all information, data and/or goods provided to DPD comply with the demands or specifications communicated by DPD or, when DPD has not communicated such specifications, the specifications which are required to perform the activities.
4. You must ensure the proper use and application of the software and the services to be provided by DPD, as well as control- and safety procedures as well as an adequate system administration. You are obligated to ensure there is an adequate backup system in place, which functions in such a way that any shortcomings from DPD have only a minor effect on any potential downtime of the web shop.
5. The maximum liability of DPD with regards to the performance of the activities is – except in the case of intent or wilful negligence – limited to direct damages to the amount of the amount that has been invoiced (exclusive of vat) in the year prior to damages occurring. Under no circumstances will the total reimbursement for damages amount to more than the maximum amount which is paid by the liability insurance of DPD including the deductible. Under no circumstances will the damages exceed € 100.000,- per damage causing event. A series of events shall be considered to be one event.
6. DPD is not liable for damages which are the result of improper use or a use in violation of the instructions provided by DPD or third parties used by DPD. DPD is not liable for damages which are the result of improper or incomplete information by you or third parties to DPD or third parties used by DPD.
7. Liability for DPD for indirect damages is excluded. Indirect damages include consequential damages, lost profits, lost savings / opportunity costs, loss of goodwill, damages to due interruption of business, damages as the result of your clients, mutilation or loss of data or information and all other forms of indirect damages.
8. If the damages are not reported to DPD in writing as soon as reasonably possible and/or you have made all reasonable attempts to limit the damages, all rights and claims you may have on DPD are forfeited.
9. DPD retains the right to modify, change or remove software for any technical or commercial reason it sees fit. Such modifications, changes or removals cannot be grounds for any right or claim.
10. You indemnify DPD for any claims from third parties, including staff, for damages which these third parties may suffer in connection to the performance of the activities which is the result of an act or omission by you.
11. You indemnify DPD from any claims from third parties with regards to rights of intellectual and/or industrial property on materials, software or data you have provided to DPD for the performance of the activities.

CLASSIC-Service / Express-Service

12. Any eventual rights of intellectual or industrial property, as well as similar rights, which includes neighbouring rights and rights with regards to the protection of databases, information and/or performances with regards to software made available to you by DPD, is the exclusive property of DPD or its licensors.
13. You may not change the software in any way, unless the nature thereof determines otherwise or if this is agreed upon in writing.
14. All software eventually made available by DPD can solely be used by you personally for the goals for which the software was made available. The software may not be reproduced, made public or disclosed to third parties, unless agreed upon otherwise in writing or the nature of the software determines otherwise.
15. After the activities have ended you must stop using the software immediately. DPD retains the right to have the software returned or destroyed at your cost.
16. You guarantee that all equipment, software, photos, documentation or other information and/or materials, which is used by DPD in the performance of the activities, does not infringe on the intellectual or industrial rights of any nature of a third party. DPD retains the right to check the validity of licences.
17. You may not remove or change any indication regards copyrights, trademarks, trade names or other rights with regards to intellectual or industrial property rights with regards to the software, equipment or materials, including indications with regards to the confidential nature or confidentiality of the software.

20. Customs Clearance

20.1. United Kingdom

If you, as a seller, want to send Parcels abroad, and in this case to and from the United Kingdom, you ensure that delivery conditions are applicable between you and your buyer. These delivery conditions are laid down internationally in the Incoterms. The Incoterms of the International Chamber of Commerce (ICC) can be found via <https://www.evofenedex.nl/kennis/internationaal-ondernemen/incoterms>. The Incoterms are an accurate description of the rights and obligations of the buyer and seller concerning transport of goods, insurance, permits and customs formalities. Regarding our Services to the United Kingdom you can only send parcels with the Incoterm: DAP. Below we briefly explain what this term means.

20.2. DAP (Delivered At Place)

The Principal must take care of all customs formalities with regard to the export of the Parcel from the Netherlands and pay the associated costs, such as export duties, taxes, levies and other costs. **Please take note of the following!** In case the parcels are returned before customs clearance has successfully been completed then you as a sender are obliged to pay to DPD the owed VAT. The Consignee (**importer**) of the Parcel in the United Kingdom bears the cost with regard to the customs formalities of import and the associated such as import duties, taxes, levies and other costs arising from the import. For more info we would like to direct you to <https://www.evofenedex.nl/kennis/internationaal-ondernemen/incoterms/dap>. In addition to the statutory costs, you and the Consignee also have to pay DPD a fee for the services provided with regard to customs activities.

Please take note of the following! It is mandatory, with regard to the entry of the customs data, to include the transport and / or shipping costs in the value of the goods.

20.3. DAP may be combined with a billing term:

a) Billing term: Duties & Taxes Paid (DP);

- You, as a seller/exporter will be invoiced for transportation costs and export clearance;
- You, as a seller/exporter will be invoiced for customs duties and import VAT;

Please take note of the following! You, as a seller, must be aware to sell goods to the buyer including duties & taxes.

b) Billing term: Duties & Taxes Not Paid (NP).

- You, as a seller/exporter will be invoiced for transportation costs and export clearance;
- The Consignee/importer will be invoiced for customs duties and import VAT;

Please take note of the following! For parcels up to a value of GBP 135,00 and in case the seller is a private person only DAP Duties & Taxes Not Paid (NP) is possible.

20.4. Please take note of the following! With regards to bulk goods, you need a tax representative in the United Kingdom and the Services need explicitly to be agreed with DPD through an addendum that stipulates the additional conditions that are applicable to our Services (for example an appropriate security deposit). For more information you can contact the Sales Department within your region.

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20.5. Representation

Since DPD provides Services regarding customs clearance, DPD should be authorized by you. DPD handles the customs clearance as direct representative. See for further information

<https://www.evofenedex.nl/kennis/internationaal-ondernemen/douane/vertegenwoordiging>.

20.6. Customs

The Custom Authority in the Netherlands and in the United Kingdom check separately whether the goods can be imported and exported (for example: are goods prohibited, have the correct documents been added to the declaration, are the data complete and correct), check whether duties and taxes regarding import and export need to be paid and calculate the amount. DPD has no influence on the investigation that the Customs Authority carries out. In most cases, the investigation is quickly completed by the Customs Authority and the Parcel can be forwarded to its final destination. Occasionally, the examination can take several weeks.

For more information concerning the export of goods in the Netherlands, we like to direct you to the Customs website <https://www.belastingdienst.nl/wps/wcm/connect/bldcontentnl/belastingdienst/privé/douane>. For import into the United Kingdom, you may consult the Customs website in the United Kingdom.

20.7. Please take note of the following! If the Parcel is in the care of the Customs Authority, a delay may occur. Goods can also be damaged, lost or seized during the Customs Authority investigation. DPD is not liable for damage caused by an act or omission of the Customs Authority.

In addition to the regulation that the Customs Authority sets out for import and export, we would like to inform you about what you can expect when you send a Parcel to the United Kingdom

A) What do you have to do before shipping the Parcel to the UK?

For a detailed description about Parcellabels, please read section B.2. of this Manual. Underneath a few highlights:

1. First of all, you must create a Parcellabel via the DPD shipping software. During the creation of the Parcellabel you will be given the choice between DAP and billing term DP or NP.
2. Concerning each choice you are responsible for correct and complete entry and upload of the necessary customs information (data and documents) in the DPD shipping software.
3. After completion of the process, the necessary data and documents are sent to the Customs Authority and sent to DPD.
4. You apply the Parcellabel on the Parcel and offer the Parcel for transport.

Please take note of the following! DPD can only process consignments if the required customs requirements have been met. If you have developed shipping software yourself, you should contact the DPD Sales department within your region so that you can adjust your shipping software to the conditions set by DPD and the Customs Authority. We are happy to help you in this matter.

B) What can you expect if Dutch Customs Authority processes your Parcel?

a) law and regulation have been met;

The parcel is cleared and is forwarded to the United Kingdom as quickly as possible.

b) incorrect data or missing documents;

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The parcel is not cleared. The parcel will be returned to you. The Principal will bear all cost regarding the return of the Parcel.

Please take note of the following! If the return process has started, this cannot be stopped.

c) **Seizure**

The Customs Authority is entitled, for example, to seize prohibited goods. This means that you will not get the goods back. DPD is not liable, since you are responsible to comply with laws and regulations.

C) **What can you expect when the Customs Authority in the UK processes your Parcel?**

a) **Notification to the Consignee**

The Consignee will be contacted via email, text message and / or telephone concerning payment of the import duties, taxes, levies and other costs. After payment the Parcel will be processed for customs clearance.

b) **No payment - customs clearance has not yet taken place**

The Consignee has not paid. In the event that payment is not made, the Parcel will be returned. The Principal will bear all cost regarding the return of the Parcel.

Please take note of the following! If the return process has started, this cannot be stopped.

c) **During customs clearance**

i) The customs clearance has been successfully completed and the Parcel will be forwarded to the Consignee.

ii) Incorrect data or missing documents;

Sometimes other requirements apply to import in comparison to export. As a consequence additional documentation is needed. If they are not available, the parcel cannot be cleared.

The parcel will be returned to you. The Principal will bear all cost regarding the return of the Parcel.

Please take note of the following! If the return process has started, this cannot be stopped.

iii) **Seizure**

The Customs Authority is entitled, for example, to seize prohibited goods. This means that you will not get the goods back. DPD is not liable, since you are responsible to comply with laws and regulations.

d) **The Parcel cannot be delivered after customs clearance**

Customs clearance has been completed but the parcel can't be delivered because for example, the Consignee is on a holiday.

i) we will await your instruction concerning the Parcel.

If you choose to have the Parcel returned to the Netherlands, you will have to pay the costs for returning the parcel, but also the import duties, taxes, levies and other costs. Of course, the goods can be destroyed at your expense, if the return of the Parcel leads to disproportionate costs in relation to the value of the goods.

ii) in the event that we do not receive any instruction from you within 5 calendar days, the Parcel will be destroyed at your expense. DPD is not liable for any damage suffered as a consequence of the destruction of the goods.

20.8 Please take note of the following! If the Parcel is in the care of the Customs Authority, a delay may occur. Goods can also be damaged, lost or seized during the Customs Authority investigation. DPD is not liable for damage caused by an act or omission of the Customs Authority.

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20.9. Liability

The Principal is liable for transport fees, expenses, customs fees, taxes and duties, fines, general average deposits or contributions, administrative fees and all other reasonable costs relating to customs clearance (such as cost relating to the storage and destruction of goods) and has to reimburse DPD for them. This also applies if they are to be paid by the Consignee or if they are caused by that party, and if these amounts are not paid by the Consignee to DPD upon first request for payment.

20.10. Combinations

The forwarding of the parcel to the United Kingdom is only possible in combination with the Options Home and International Express.

DPD (Nederland) B.V.

Westfields 1410, NL-5688 HA Oirschot

Telephone +31 (0) 499 33 99 00

Website dpd.nl

