

GENERAL TERMS AND CONDITIONS

1. Definitions

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

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

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

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

"Address Box": the area on the front of the Item where the Address must be listed.

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

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

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

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

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

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

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

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

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

"Insured Item": a Service used to insure an Item (excluding Parcels) against loss, theft or damage, up to the value declared by the Sender when ordering the Service, subject to any exclusions and/or restrictions applicable abroad;

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

"Item with Notification": any Item that is subject to a Notification;

"Law": any law or regulation applicable to Products and Services, notably the Law of 26 December

2012 on Postal Services (as amended) and the provisions applicable to the Universal Postal Union;

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

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

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

"Notification": notification of collection of an Item, left for information purposes in the Means of Receipt of the Local Addressee, when the Item cannot be delivered in accordance with the delivery terms applicable to the Service concerned;

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

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

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

"Personal Data": the personal data of the Customer and/or the data, where applicable, of persons linked to his/her organisation, processed by POST Courier (e.g. name, address (physical and electronic), telephone number, etc.);

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

"Point of Sale": any point of sale operated by POST Courier or a third party on behalf of POST Courier, a list of which is available on the Website;

"Postage": the affixing to an Item of proof of payment of the tariff for the carriage of the Item or any other method recognised by POST Courier;

"Postal Network": the entire organisation and the various types of resources implemented by POST Courier (including Access Points), to provide Services;

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

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

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

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

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

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

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

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

"Registered Item": a Service guaranteeing, on a flat-rate basis in accordance with the Price List of a

Registered Item, where applicable in electronic form, against the risk of loss, theft or damage and providing the Sender with proof of deposit for the Item in question and, where applicable upon request, proof of its delivery to the exclusion of any guarantee of dispatch and/or delivery time;

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

"Service": the provision of a POST Courier service covered by a Contract and enjoyed by the Customer (including, in particular, Postal Services and Additional Services);

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

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

2. Scope and conclusion of the Contract

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

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

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

2.4. The ordering of certain Products or Services requires the creation of a Customer Account beforehand, after having read and expressly accepted these General Terms and Conditions and all other Special Terms and Conditions and/or associated Forms. Certain Services ordered via the Customer Account (e.g. the Holding & Forwarding Service and the Alternative Home Drop-off Service) require the authentication of the Customer's Personal Data (and in particular the Address) at the initial time of ordering said Service or in the event of a subsequent change of Address (e.g. in the event of moving house), in accordance with the procedure established by POST Courier and available on the Website. A Customer may only order such a Service once this authentication has been properly completed.

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

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

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

- the Parties.
- 2.8. In the event of inconsistency between the provisions of the various contractual documents referred to above, these provisions shall prevail in the order set out in Article 2.7, unless otherwise stated in the Contract.
- 2.9. The provisions applicable to a Contract are without prejudice to the application of the Law.
- 3. Pricing, invoicing and payment**
- 3.1. POST Courier shall apply the price of the Product or Service ordered, in accordance with the Price List and/or the stipulations of the Contract.
- 3.2. The prices and tariffs of POST Courier exclude any national or international taxes, customs duties, levies or similar charges that may be incurred as a result of the order, it being understood that POST Courier reserves the right to invoice or claim reimbursement (e.g. in the case of customs-cleared items) of such amounts and/or the corresponding processing costs in accordance with the Price List and/or on the basis of the actual costs involved.
- 3.3. If the price or tariff of the Product or Service is not settled immediately, it will be invoiced. Invoices may be notified by any means, including electronically if POST Courier has an e-mail address for the Customer or if the Customer has a Customer Account.
- 3.4. Invoices drawn up by POST Courier in relation to a Product or Service shall be presumed *prima facie* evidence between Parties until proven otherwise.
- 3.5. The Customer shall have fifteen (15) days from notification of a bill to contest all or part of it in writing, giving reasons. The submission of a written objection does not release the Customer from paying the invoice.
- 3.6. All bills must be settled within the payment deadline indicated therein.
- 3.7. Any failure to pay within the payment term shall entitle POST Courier to invoice the costs of recovery incurred due to the Customer's late payment.
- 3.8. Amounts invoiced that have not been paid within three (3) months of the delivery date of a Product or Service shall automatically bear interest at the legal rate.
- 4. Performance of the Contract by POST Courier**
- 4.1. Any correspondence other than an Item is processed as non-deliverable in accordance with the Law.
- 4.2. Unless agreed otherwise, POST Courier shall supply the Product or Service as soon as possible after the Contract is concluded subject to technical capacity and its resources.
- 4.3. During the term of the Contract, POST Courier may change - at its discretion, at no surcharge to the Customer and without altering the essential characteristics of any Service and/or Product - the means and terms of their supply, notably to keep track of technological developments and/or technical and regulatory constraints emerging after the Contract is signed.
- 4.4. POST Courier may subcontract some or all of its rights and/or obligations under the Contract. In such cases, POST Courier shall remain fully liable to the Customer for the proper performance of the Contract.
- 4.5. In the event of non-performance of the Contract by POST Courier, the compensation limits stated in the Price List and/or relevant Form shall apply.
- 4.6. Legal citations, notices, notifications and summons sent as Registered Items are delivered to the Addressee in accordance with the legislation in force, excluding any other means of delivery possibly subscribed to as part of a Service.
- 4.7. POST Courier shall be entitled to open a Means of Receipt made available to the Customer if (i) despite the termination of the Agreement, the Customer obstructs access to said Means, (ii) the said Means displays suspicious characteristics (e.g. smoke, fumes, odours, etc.), (iii) there are suspicions about the contents of an Item deposited in the said Means, which could be a danger to the surrounding installations and/or the premises of the Point of Sales and/or the persons present there, (iv) the Customer requests it, (v) a public or judicial authority or a ministerial officer officially requests POST Courier in writing. The Customer is liable for any charges resulting from such an opening.
- 5. Obligations of the Customer**
- 5.1. Before concluding a Contract, the Customer acknowledges that they have verified (i) the technical and operational terms and conditions and characteristics of the Product or Service concerned in relation to their needs, as well as (ii) the legal and regulatory obligations incumbent upon them, and undertakes to provide, where applicable, the documents and information necessary to POST Courier for the performance of the Contract.
- 5.2. The Customer is responsible for his/her Customer Account, for the use that is made thereof, as well as for the accuracy and comprehensiveness of the data he/she registers on such Customer Account. Any document or information imported and/or sent from his/her Customer Account is deemed to have been imported and/or sent by the Customer, who assumes full responsibility for it. In the event of fraudulent and/or abusive use of his/her Customer Account by a third party, the Customer should notify POST Courier thereof as soon as possible.
- 5.3. Unless otherwise stipulated in the Contract, the Customer may not assign, rent or resell all or part of a Product and/or Service to third parties.
- 5.4. The Customer shall inform POST Courier of any element necessary for the proper performance of the Contract as soon as he/she has (or should reasonably have had) knowledge thereof.
- 5.5. The Customer undertakes to respect the intellectual property rights of POST Courier. The software, programmes, applications and instruction manuals made available to the Customer shall not, under any circumstances, become the property of the Customer and a licence is only granted to the Customer to the extent of and within the limits necessary for the proper performance of the Contract. The trademarks and logos of POST Courier as well as the content of the Website and the graphics on stamps are protected and remain the property of POST Courier. The Customer may not under any circumstances remove any trademarks, logos or other distinctive marks that may be affixed to a Product.
- 5.6. The Customer shall be fully responsible for any fraudulent usage and/or misuse of a Product or Service by himself/herself or by a third party, if he/she tolerates or facilitates such use.
- 5.7. If the Customer fails to comply with all or part of his/her obligations arising under this Article 5, or there is reasonable doubt as to his/her compliance, POST Courier (i) may not be held liable for the consequences of any delay or damages arising from this failure and is entitled to (ii) refuse, suspend or postpone the supply of a Product or Service, in whole or in part, and to (iii) invoice the Customer for any additional costs and/or damages arising from this situation.
- 5.8. The Customer agrees to indemnify and hold harmless POST Courier as well as the companies of the POST Group for any harmful consequences resulting directly or indirectly from the non-compliance of the Customer with one of his/her obligations. The Customer Sender is, within this context, responsible for any harm and damages caused to POST Courier (and notably personal injuries suffered by its agents), to other Items and/or the Postal Network, resulting from the sending of items which are not permitted to be transported or from non-respect of the admissibility conditions.
- 5.9. The acceptance of an Item by POST Courier does not release the Sender and/or the Addressee from their responsibilities. The Sender shall be solely responsible for the accuracy of, and any consequences arising from, the information that has to be provided, either at the time the Item is deposited or subsequently.
- 6. Packaging of Items**
- 6.1. Items must be packed according to the applicable packaging standards so as to sufficiently protect their contents against the risk of theft or damage, taking into account the handling and transport conditions as well as the nature of the contents. The use of the word "fragile" or any other similar wording on the Item will not be taken into account.
- 6.1.2. Any possible re-use of a packaged Product requires compliant re-packaging and new Postage.
- 7. Postage - Address**
- 7.1. Any Item deposited at an Access Point must be postage stamped or in a position to be postage stamped in accordance with the Price List and with one of the Postage methods.
- 7.2. In the event of insufficient Postage, POST Courier reserves the right to refuse or suspend the processing of the Item, or to return the Item to the Sender. POST Courier may also request that the Local Addressee pay the Postage supplement as well as the supplement for processing costs. Any possible refusal shall be deemed as a refusal to accept the Item, resulting in the Item being returned to the Sender.
- 7.3. The Sender shall fully and legibly indicate on the Item (i) the name and Address of the Addressee in the Address Box and, where possible (ii) his/her own name and address.
- 7.4. POST Courier may refuse to dispatch and deliver any item for which the Address is missing, incomplete and/or insufficiently legible and, if necessary, destroy it.
- 7.5. Items addressed to an Addressee via a Means of Receipt other than a Letter Box must include the full name of the Addressee as well as the name of the Means of Receipt other than a Letter Box, as chosen by the Customer, in accordance with the instructions for use set out by POST Courier on its Website or at Points of Sale, to the exclusion of any other indication of address, and subject to any applicable Special Terms and Conditions.
- 7.6. If required for special security reasons, POST Courier may refuse Items that do not show the correct name and address of the Sender, and may also ask the Sender to prove his/her identity.
- 8. Dispatching and delivery**
- 8.1. POST Courier may refuse to dispatch and deliver any item that it deems non-compliant (this includes items specifically referred to as dangerous or prohibited on the Website or at Points of Sale). To the extent possible, all refused Items are returned to the Sender. Failing this, it is in principle processed in accordance with the Law as a non-deliverable Item.
- 8.2. Perishable goods are dispatched at the risk of the Sender.
- 8.3. Items introduced into the Postal Network for return to the Sender or forwarded to a new address, and which were delivered to the initial Addressee by a Provider of Postal Service other than POST Courier, shall not be handled by POST Courier.
- 8.4. Local Addressees shall accept all Items posted to their Address, placed in a Means of Receipt, except in the event of unambiguous refusal at the time of delivery. In accordance with the Law, the Addressee must ensure free, easy, direct and safe access to his/her Means of Receipt.
- 8.5. The refusal by the Local Addressee to accept a registered Item shall not deprive this registered Item of any its possible legal effects.
- 8.6. Refusal to install a Means of Receipt shall be deemed to be a declaration of refusal of access to the Postal Service as an Addressee.
- 8.7. In the event of obstruction of delivery of an Item (notably by the Addressee), it shall be considered refused. Only the Addressee and, for certain Services, any person explicitly authorised by him/her, may receive or refuse an Item addressed to the Addressee when it is delivered.
- 8.8. All Items addressed to Addressees residing in a building housing several independent entities for residential and/or business purposes shall be validly delivered at the common entrance of the accessible level from the public road. If the Address Box includes several names of natural and/or legal persons, the Item shall be considered to be validly delivered if delivered to one of the names. Items, Notifications or associated receipts, deposited in a Means of Receipt, are considered as duly delivered to the Addressee from the moment of their deposit.
- 8.9. Except for Services enabling the delivery of an Item in a Means of Receipt other than a Letter Box, Registered Items, Parcels and Cash on Delivery Items will be delivered to their Addressee at the Address stated, or in his/her absence: - to any person of legal age receiving the Item at the Address and who, by signing, is deemed to be duly authorised by the Addressee and undertakes to act in the name and on behalf of the latter; or - to any

- person of legal age presenting (i) the Notification or the delivery receipt relating to the Sales Outlet at which the Item is stored and (ii) his/her proof of identity.
- 8.10. Insured Items shall only be delivered to the Addressee or any person expressly authorised by the Addressee to collect his/her Items.
- 8.11. Any person withdrawing an Item from a Means of Receipt must verify the Address Box. Any Item wrongly received must be immediately returned to the POST Courier agent delivering the Item, or to any Point of Sale, without delay.
- 8.12. Items that cannot be deposited in the Means of Receipt of the Local Addressee or which cannot be delivered by the POST Courier agent during the delivery round will be held by POST Courier at the location, and for the period, stated on the corresponding Notification. POST Courier reserves the right, at its sole discretion, to deliver the above-mentioned Mail Items to the Alternative Drop-off Point of its choice, as close as possible to the Address stated on the Item. In this case, the necessary instructions shall be provided on the Notification. Items not collected within the specified period shall be returned to the Sender if he/she is known or identifiable. Failing this, Items are processed in accordance with the Law. POST Courier reserves the right to re-invoice the Sender for any possible costs incurred.
- 8.13. The Customer may, in accordance with the Price List, request the transfer of an Item with Notification from the Point of Sale where it is being held to another Point of Sale, subject to any technical constraints on POST Courier associated with such a transfer.
- 8.14. The Addressee may prohibit the delivery, to his/her Means of Receipt, of any Item that does not show an individual Address and/or does not have a link to him/her, by visibly placing a sticker on the Means of Receipt clearly stating this prohibition; this procedure does not apply to Post Office Boxes. Affixing such a sticker does not in any way preclude the delivery of Items or documents sent by the State, the municipal authorities or political or religious associations or foundations, or any other non-commercial document.
- 9. Term of the Contract**
- 9.1. The Contract comes into force as soon as it is signed by the Parties in accordance with Article 2.5.
- 9.2. Certain Contracts are concluded for a fixed term or a term corresponding to the term necessary for the performance of the Service and may not be terminated, except in the cases stated in Article 9. This is the case for certain Services that come to an end upon the deposit of an Item or by a Means of Receipt or the delivery of an Item to its Addressee or, as the case may be, to a person representing them. Where the Contract provides for the delivery of a confirmation of receipt of the Item to the Sender, the Service shall end when the confirmation of receipt of the Item by the Addressee is sent to the Sender by POST Courier (by postal, electronic or any other appropriate means).
- 9.3. If the Contract is for an indefinite term, either Party may terminate it at any time subject to one (1) month's notice, unless agreed otherwise.
- 9.4. Articles 3 (Pricing, invoicing and payment), 9 (Withdrawal – Suspension – Termination), 10 (Compensation and limitation of POST Courier's liability), 12 (Notifications between Parties – Agreement on evidence and signature), 14 (Final provisions), 15 (Applicable law) and 16 (Settlement of disputes) shall remain in force notwithstanding the end of the Contract.
- 10. Amendment during the contract term**
- 10.1. The Contract may not be unilaterally amended by the Customer.
- 10.2. POST Courier reserves the right to amend the Contract unilaterally at any time on any objectively justifiable grounds including, for example, in the event of technical constraints, constraints resulting from the commercial relationship between POST Courier and its suppliers and/or legislative or regulatory change. In such a case, the Customer shall be notified of the amendment no later than thirty (30) days before it comes into force. The Customer shall not be entitled to any compensation if the Contract amendment (i) does not involve any prejudice for the Customer or (ii) entails an increase in tariffs for reasons beyond the control of POST Courier (such as an increase in taxes and/or duties applicable to the Product or Service or an increase in the consumer price index). If the Customer terminates the Contract in such a case, Articles 9.5 and 9.6 shall apply. In all other cases, the Customer shall be entitled to terminate the Contract without charge within one (1) month of the date on which the change is notified.
- 11. Withdrawal – Suspension – Termination**
- 11.1. In the context of conclusion of a Contract via a physical POST Courier facility, the Customer shall not be entitled to avail himself/herself of any right of withdrawal in accordance with the rules relating to consumer contracts concluded remotely or outside the business premises. In event that a Contract is concluded remotely or outside the business premises, the Customer may terminate the Contract in writing or via any other durable medium, without stating the reason and without a penalty, within fourteen (14) days of the starting point established in Article L.222-9 of the Consumer Code (*Code de la consommation*). For Contracts concluded remotely, relating to a Service that is to be performed immediately upon conclusion of the Contract, the Customer expressly acknowledges and accepts that he/she will forfeit all withdrawal rights once the Contract has been fully performed.
- 11.2. POST Courier may suspend the Contract, the Customer Account and/or any specific Services in full or in part with immediate effect, without any compensation being due as a result: (i) if it is obliged to do so by a competent authority or court, the applicable legislation and/or regulations, as well as in the event of a breach by the Customer of the legislation and/or regulations in force and/or of these General Terms and Conditions and/or of the applicable Special Terms and Conditions, causing direct or indirect damage to POST Courier; (ii) in the event of obvious fraud by the Customer or the misuse of the Service(s) or their use for non-postal purposes; (iii) in the event of late payment concerning this Contract and/or this/these Service(s), which has not been settled within five (5) days after POST Courier has sent a payment reminder; (iv) if the Customer is the subject of insolvency proceedings; or (v) after a formal notice of default which has remained unsuccessful in accordance with Article 9.3 (iii) below. The Customer will be informed as soon as possible of any suspension measure. Suspension will be maintained until the grounds for its application have been removed. Any suspension measure imposed pursuant to Article 9.2 (ii) to (v) inclusive does not release the Customer from the payment of invoices due.
- 11.3. Without prejudice to Articles 7.2, 7.3 and 8.2 above, POST Courier is entitled to terminate the Contract, in full or in part, by Registered Post, with immediate effect and without any compensation being due as a result, under the following circumstances: (i) if a suspension measure within the meaning of Article 9.2 lasts for more than fifteen (15) days; (ii) for reasons beyond the control of POST Courier; or (iii) if POST Courier serves the Customer prior formal notice to comply with the legal or contractual requirements in force or to cease any illicit, fraudulent and/or abusive use by a third party, if such use is tolerated or facilitated by the Customer, and the customer has not responded satisfactorily to this formal notice within a period of one (1) month following this notification.
- 11.4. Without prejudice to Articles 7.2, 7.3 and 8.2 above, the Customer may terminate the Contract by Registered Post: (i) in the event that POST Courier fails to fulfil one of its essential obligations under the Contract and fails to remedy it within one (1) month of formal notice being served; (ii) in accordance with a possible right of withdrawal to which he/she is entitled in accordance with the Consumer Code (*Code de la consommation*); (iii) in all other cases and subject to any possible specific stipulations in the Contract, with one (1) month's notice.
- 11.5. In the event of termination of the Contract, for whatever reason and unless agreed otherwise, the Customer shall be obliged to pay for the Service on a pro rata basis for the days of use up to the effective date of termination, as specified in the termination notice.
- 11.6. In the event of termination of the Contract pursuant to Article 9.3 (iii) or 9.4 (iii) above, the Customer shall be liable for any resulting damages.
- 11.7. Any event of force majeure shall suspend the obligations arising from the Contract, from the date of notification by the Party thus affected, to the other Party, for as long as it continues to occur. However, if such an event lasts for more than one (1) month, either Party shall be entitled to terminate the Contract at fifteen (15) days' notice and without compensation for the other Party.
- 12. Compensation and limitation of liability**
- 12.1. POST Courier shall not be liable to the Customer for any damage or loss that is: (i) indirect; (ii) not primarily attributable to it (notably in the event of force majeure); (iii) resulting from the nature or content of the information provided by the Customer; (iv) resulting from a cause primarily attributable to the Customer, in particular in the event of non-compliance with any of the provisions of Article 5; (v) resulting from an action taken by POST Courier pursuant to Article 9.2; and/or (vi) resulting from a lack of conformity or other defect in a Product or Service, which was notified more than one (1) month after the time when the Customer should reasonably have noticed it (unless a shorter period is provided for by law), or more than six (6) months after the date of provision of the Service.
- 12.2. The limitation of POST Courier's liability as set out in Article 10.1 above does not apply to any damage or loss suffered by the Customer as a direct result of gross and/or wilful negligence on the part of POST Courier.
- 12.3. In the case of direct damages arising from the delay in the delivery of an Item, POST Courier shall only be liable if the term for dispatching and delivery of the Item is explicitly guaranteed under the Contract. For direct damages arising from the loss, theft or damage of/to an Item, the liability of POST Courier shall be settled based on the terms set out in the Price List, which details the compensation limits and, where applicable, the specific terms of the Service. Furthermore, POST Courier shall not be held liable when the damage to an Item (including its contents) is not subject to written reservations by the Addressee at the time of its delivery or, failing this, in accordance with the Law.
- 12.4. In the case of direct damages arising from the loss, theft or damage of/to an Insured Item, the liability of POST Courier shall be limited to the value expressly declared by the Sender for the Insured Item that is the subject of the claim. If POST Courier is able to prove that the amount of the value declared has been exaggerated, any compensation shall be limited to the actual value of the contents of the Item concerned.
- 12.5. In the case of direct damages arising from the loss, theft or damage of/to a Cash on Delivery Item, POST Courier shall cover the non-payment of all or part of the amounts due, provided that said non-payment is not due to the fault or negligence of the Sender. This liability is limited according to the terms and limits for compensation established in the Price List.
- 12.6. When compensation is due in compliance with the Price List for the loss, theft or deterioration of a Registered Item, a Parcel or an Insured Item, the Customer Sender is also entitled to reimbursement of the price of the ordered Service, excluding the price of any possible Additional Service(s) ordered in relation to this Item. The same applies to Registered Items or Insured Items refused by the Addressees due to their poor condition which can be attributed to POST Courier.
- 12.7. In the event of compensation being due, notably under Article 10.3, POST Courier shall be subrogated, up to the amount of the compensation paid, to all the rights of the person who received it, for any possible recourse against the Addressee, the Sender and/or any third party.
- 13. Confidentiality of correspondence and protection of personal data**
- 13.1. In accordance with the Law, POST Courier guarantees the confidentiality of correspondence.

This guarantee is without prejudice to the fulfilment by the competent authorities of their legal duties of supervision and control (in particular in the event of a customs or security inspection applicable to freight).

- 13.2. POST Courier processes certain Customer's Personal Data, in accordance with the Law, in the manner described in the Personal Data Notice.

14. Notifications between Parties – Agreement on proof and signature

- 14.1. Without prejudice to Article 12.2, any formal notification issued between the Parties in connection with the Contract must be submitted by post, at a Point of Sale or by any other means made available for this purpose by POST Courier.
- 14.2. Any notification of termination must be sent by Registered Post or, where possible, via the Customer Account. The Customer also has the option of terminating certain Services at a Point of Sale.
- 14.3. POST Courier reserves the right to use any computerised means within the framework of the Services, such as the use of PIN codes or the application of a handwritten signature to an electronic medium, in particular to collect proof of delivery. These means, as well as the means deployed in accordance with Article 2.2, shall have the same legal value as a handwritten signature on paper.
- 14.4. The marks applied, where applicable, by POST Courier as part of the various Postal Services constitute an element of proof of the means of handling and, where applicable, of the delivery of Items.

15. Transfer of the Contract

- 15.1. Without prejudice to Article 4.4, neither Party may transfer any or all of his/her rights and obligations without the prior written consent of the other Party.
- 15.2. However, the Customer's consent is not required where POST Courier transfers all or part of its rights and/or obligations to an entity in which POST Courier directly or indirectly holds at least twenty per cent (20%) of the share capital.

16. Final provisions

- 16.1. The fact that one or other Party belatedly exercises or fails to exercise a right or remedy may not under any circumstances be interpreted as a waiver of such right or remedy.
- 16.2. If any stipulation of the Contract is deemed null and void, unwritten, unenforceable or inapplicable, the other stipulations shall continue to apply in full.

17. Applicable law

The Contract and any issue relating thereto are subject to Luxembourg law.

18. Settlement of disputes

- 18.1. In the event of any question or complaint, the Customer may contact POST Courier, or the internal dispute resolution department of POST Courier, at any Point of Sale during opening hours, via its call centre on telephone number 8002 8004 from Luxembourg (Freephone) and +352 2462 8004 from abroad, via the contact form on www.post.lu or any other Website, or by any other means made available by POST Courier for this purpose.
- 18.2. POST Courier shall respond to any claim covered by Article 16.1 within ten (10) working days of receipt. If it takes longer to examine a case, POST Courier undertakes to send acknowledgement of receipt of the complaint to the Customer within the above-mentioned term.
- 18.3. Within the framework of a Postal Services Contract, any Sender or the Addressee who wishes to lodge a complaint in the event of loss, theft or damage of an Item or in the event of non-compliance with the quality standards of the Service, must do so no later than five (5) days from the date on which the irregularity was noted and, under penalty of being placed under administrative measures, within six (6) months of the date on which the disputed Item was deposited with POST Courier. If a receipt was issued when an Item was deposited, any claim must be justified by means of this receipt or any other proof of deposit stating the deposit number, failing which, POST Courier shall not be held liable.
- 18.4. If a claim in relation to a Contract cannot be

resolved via this department, provided that no dispute has been referred to a judicial body: (i) the Customer may have recourse to the ILR mediation procedure via the form that can be downloaded from its website (www.ilr.lu) if the dispute relates to Postal Services; (ii) if the Contract has been concluded online or by any other electronic means, the Customer may use the platform provided by the European Commission at the following address: <https://webgate.ec.europa.eu/odr/>; (iii) in all cases other than those referred to in points (i) and (ii) above and at the initiative of either of the Parties, the dispute may be submitted to the Consumer Mediator or, alternatively, to the Civil and Commercial Mediation Centre: <http://www.cmcc.lu>.

- 18.5. If none of the above mediation procedures is initiated or leads to a settlement between the Parties in relation to a Customer complaint, the courts of the Grand Duchy of Luxembourg shall have sole jurisdiction, except where another exclusive jurisdiction is determined under private international law.

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