

In the absence of provisions in these special terms and conditions (the **Special Terms and Conditions**), the provisions of the General Terms and Conditions shall apply. The terms in initial capitals are defined below, or, failing this, in the General Terms and Conditions.

1. Definitions

ATR Item: any XS Items specified in the Price List (for example C6, C5 or US formats), up to 50 grams, addressed to a Local Addressee by a Beneficiary and having a direct link with the activities of the latter as established in a restrictive manner in the object as stated in its articles of associations on the day the ATR Items were deposited, in accordance with the Decree;

Authorisation: the formal acceptance by POST Courier of the Customer's Authorisation Request;

Authorisation Request (or **Request**): the Form provided by POST Courier to enable a non-profit organization or foundation to apply for the Beneficiary status;

Beneficiary: the non-profit organization "asbl" or the foundation (as defined by the amended Law of 21 April 1928 on non-profit associations and foundations), duly registered with the Luxembourg Trade and Companies Register and expressly authorised in advance by POST Courier to postage stamp its ATR Items at the applicable ATR tariff;

Decree: the decision "arrêté" of the Government following its council meeting to entrust POST Courier with the role of ensuring the postal transport and delivery of ATR Items on the whole of the Luxembourg territory;

Number: the Authorisation number for the ATR Item, granted by POST Courier to the Beneficiary.

Reduced-Rate Postage (or **ATR**, *Affranchissement à Tarif Réduit*): the specific rate according to the Price List granted to any Beneficiary for its ATR Items following the Authorisation from POST Courier in accordance with the Decree.

2. Authorisation

- 2.1. A non-profit organization *asbl* or foundation as defined by the amended Law of 21 April 1928 on non-profit associations and foundations may, by means of an Authorization Request, apply to POST Courier to become Beneficiary of the ATR tariff for all its ATR Items.
- 2.2. POST Courier reserves the right to reject any non-compliant, incomplete or incorrect Request.
- 2.3. If the Request is accepted, POST Courier shall assign a specific Number to the Beneficiary, sent by post or by any other means selected by POST Courier.

3. Use

- 3.1. For an ATR Item to be considered as compliant, the following must be clearly stated on the ATR Item (i) the Number specified in accordance with article 3.2 hereinafter, as well as (ii) the name and address of the Beneficiary. Failing this, the Item in question shall be processed in accordance with article 6.3.1 of the General Terms and Conditions.
- 3.2. The Number must be stated on the ATR Item in a specific box (either printed or stamped, in the top left-hand corner or, as the case may be, under the Sender's address, when it is listed on the front of the said ATR Item) in accordance with one of the models below:

ATR P/AS.000	ATR P/FD.000	ATR P/00.000
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- 3.3. In order to be sent without an envelope, an ATR Item must have the physical characteristics of a post card (min. 90 x 140 mm, max. 162 x 235 mm, min. 190 g/m²), excluding square formats. On the front of the ATR Item, the right-hand side must be kept for the Address, the ATR Postage and the Number.
- 3.4. Any Item, shall not be entitled to the ATR tariff and shall be refused or returned to the Sender for a regular Postage supplement if it:
 - relates to special services (Registered Items, electoral registered items, Insured Items, etc.); and/or
 - containing correspondence of a commercial, accounting (such as invoices and statements), industrial, banking, etc. nature, as well as advertising material.
- 3.5. POST Courier reserves the right to request that the Beneficiary prove that its correspondence complies with these Special Terms and Conditions.
- 3.6. ATR Items may be deposited at any Access Point, Points of Sale of POST Courier or any other location approved by POST Courier.
- 3.7. At risk of suspension or withdrawal of Authorisation, the Beneficiary shall declare to POST Courier within ten (10) days following the occurrence of the event:

- any change of head office, legal form and/or statutory object of the Beneficiary;
- any loss of the non-profit organization or foundation status and/or liquidation of the Beneficiary; or
- any change to the invoicing address of the Service.

4. Suspension - Withdrawal - Termination

- 4.1. POST Courier is entitled to suspend or withdraw the Authorisation from the Beneficiary, *ipso jure*, and without the Beneficiary having any rights whatsoever to compensation, in the event of fraud, non-compliant use of the ATR tariff and/or violation of the Special Terms and Conditions, without prejudice to any compensation which POST Courier may be entitled to claim.
- 4.2. The withdrawal of Authorisation shall result in the *ipso jure* and automatic termination of the Contract.
- 4.3. The Contract may be terminated by either Party without prior notice, resulting in the withdrawal of the Authorisation.
- 4.4. In the event that the Contract is terminated or the Authorisation withdrawn, for whatever reason, the Beneficiary shall immediately cease to use the ATR tariff and no longer deposit ATR Items.
- 4.5. The Beneficiary acknowledges that the advantage of the ATR tariff arises from the assignment entrusted by the State to POST Courier in accordance with the Decree and that this assignment may:
 - (i) not be renewed, or be terminated at any time; in such a case, the Authorisation may be withdrawn *ipso jure* with immediate effect following notification by POST Courier by any means, or
 - (ii) be amended, notably as regards to the rate and/or conditions of the ATR tariff; in such a case, POST Courier shall reserve the right to unilaterally amend these Special Terms and Conditions and/or the ATR tariff, subject to informing the Beneficiary thereof by any means.

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