



## SPECIAL TERMS AND CONDITIONS POST OFFICE BOX

Unless otherwise stipulated in these special terms and conditions (the "**Special Terms and Conditions**"), the stipulations of the General Terms and Conditions shall apply. The terms written with initial capitals are defined below or, failing this, in the General Terms and Conditions.

### 1. DEFINITION

**"Post Office Box Service":** a Service enabling the Customer to receive Items in the Post Office Box provided to them by POST Courier.

### 2. SUBSCRIPTION TO THE SERVICE

- 2.1. Any Local Addressee wishing to have a Post Office Box must issue a request with POST Courier using the Form.
- 2.2. POST Courier reserves the right to reject an application for a Post Office Box allocation on reasonable grounds, in particular when the applicant fails to justify a real need or when the Post Office Box is likely to be used for purposes that are against the law, or against good morals or public order.
- 2.3. When subscribing to the Post Office Box Service, POST Courier shall inform the Customer of the availability of Post Office Boxes depending on his/her place of residence.
- 2.4. Information on the name(s), profession and address of the person(s) renting a Post Office Box may be made public by POST Courier by any means it deems appropriate.
- 2.5. The Address of the Post Office Box consists of the number of the Post Office Box as well as the associated postcode and town, excluding any other indication of Address and/or Addressee.

### 3. USE OF THE SERVICE

- 3.1. The Customer acknowledges that the following shall be deposited in the Post Office Box (within the technical limits of the said Post Office Box) and shall be considered as properly delivered to the Addressee when he/she mentions the Address of the Post Office Box in his/her Address Box: standard Items, newspapers as well as Notifications of Registered Items, Parcels, Insured Items, large Items and/or Items subject to tax, which

shall be made available at a location designated by POST Courier.

- 3.2. A Item with Notification shall be handed over at the Point of Sale stated on the Notification upon presentation of this Notification and, where applicable, after (i) the Customer has signed for it and/or (ii) paid any taxes due in relation to this Item with Notification.
- 3.3. POST Courier shall make two (2) keys available to the Customer per Post Office Box. If the Customer wishes to have an additional key or keys, he/she should submit a request to POST Courier, which has sole authority to duplicate the keys, and pay the costs stated in the Price List. All the keys for the Post Office Box must be returned to the relevant Point of Sale when the Contract is terminated, without any financial compensation. The Customer must immediately inform POST Courier in the event of the loss of one or more keys. The use of the Post Office Box will then be temporarily suspended and the lock changed at the Customer's expense, in accordance with the Price List. Any key or keys that have become unusable shall be returned to POST Courier without any compensation being due to the Customer. Furthermore, if the Customer has caused damage to the Post Office Box allocated to them, POST Courier shall carry out the necessary repairs at the Customer's expense.
- 3.4. In the event that the Post Office Box is full of Items thereby preventing the delivery of new Items, POST Courier shall notify the Customer by Registered Post with acknowledgement of receipt, at the Address stated on the Form. If the Customer fails to remedy the situation within ten (10) working days of the date of sending of the aforementioned Registered Notice, the Items shall be dealt with in accordance with the Law.
- 3.5. A Post Office Box is rented only to the person specified in the Contract and may in principle only be used and opened by that person. Nevertheless, the Customer may, at their own discretion and under his/her full responsibility, authorise one or more persons to access this Post Office Box and/or use it to receive Items. It shall be deemed that the following are duly authorised by the Customer to: (i) open the Post Office Box – any person holding a key to the Post

Office Box, unless a declaration of loss is made to POST Courier in accordance with Article 3.3; and/or (ii) use the Post Office Box – any Addressee other than the Customer of an Item addressed to the Post Office Box referred to in Article 2.5, unless the Customer expressly objects.

### 4. TERMINATION

POST Courier may terminate the Contract at any time and without notice, and without any right of compensation for the Customer or any other user of this Post Office Box, if it is established that:

- (i) the Post Office Box was rented out on the basis of inaccurate information;
- (ii) the continuation of the Contract is no longer justified, in particular if the Customer does not access the Post Office Box on a regular basis or no longer fulfils the conditions required to be allocated a Post Office Box, or due to the volume of Items delivered to the Post Office Box;
- (iii) the Post Office Box has been used for non-postal purposes or for purposes that are against the law, against good morals and/or public order; and/or
- (iv) the Customer of the Post Office Box does not honour his/her commitments or does not comply with the provisions issued or to be issued by POST Courier in relation to the Post Office Box Service.

### 5. LIABILITY

POST Courier shall not be held liable for any consequences that might result from the loss or theft (i) of the key(s) given to the Customer and/or (ii) of the contents of the Post Office Box using one of these keys.

POST Courier does not check the legitimacy of persons opening and/or emptying the Post Office Box.

**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.**