

# General Conditions

Terms of Delivery for Unaddressed Mail

2010

Orders for the distribution of unaddressed mail and requests for quotations for such services are subject to the following terms and conditions. Any agreement that is contrary to these terms and conditions shall in all cases be recorded in writing.

# Article I

## Definition of unaddressed mail distribution

Distribution of unaddressed mail is the distribution by TNT Post Marketing & Sales B.V. (hereinafter called “TNT Post M&S”) of a homogeneous consignment of leaflets, single samples\* or single goods items\* (one per postal item and originating from a single customer), hereinafter called “consignment”, bearing no destination address and no stamps or franking marks. Homogeneous means that all items must be identical in appearance, content and weight. Distribution occurs door to door within a defined area, i.e. to all delivery points or exclusively to private delivery points in the agreed area.

*\*An accompanying letter is permitted*

# Article 2

## Quotations

- 2.1** All quotations made by TNT Post M&S with respect to unaddressed mail are free of obligation. Orders, agreements and specific arrangements only become binding for TNT Post M&S if acceptance thereof has been confirmed in writing. TNT Post M&S will inform the customer as to whether its order has been accepted no later than four weeks prior to the week of distribution. TNT Post M&S is only able to do this if the customer submits its final distribution plan (including the four-digit postcode areas and weight per item) to TNT Post M&S at least five weeks prior to the week of distribution. If TNT Post M&S then decides not to accept the original request, an alternative solution may be sought in consultation with the customer.
- 2.2** When arranging an order it must be made clear whether different consignments (different leaflet versions) apply and to what extent. The planning arrangements are determined per consignment.
- 2.3** Quotations are issued on the basis of information supplied by the customer, to be corrected where necessary by TNT Post M&S using its own information on addresses not suitable for delivery within the meaning of Article 9.2.
- 2.4** The customer will not seek recourse to the quotation if, prior to or during the performance of the order, it transpires that the information it supplied (e.g. on the type, quality, quantity, size, weight or contents of the mail items) is incorrect or incomplete. In such a case, TNT Post M&S reserves the right to terminate or suspend distribution or to carry out the order at a rate which, according to the “Rate card for unaddressed distribution” within the meaning of Article 3, is in conformity with the actual correct information. The customer will be obliged to pay this rate. TNT Post M&S will, where possible, consult with the customer as regards termination or suspension of distribution or invoice amounts departing from those stated in the quotation.
- 2.5** A minimum number of items applies per consignment. This minimum is stated on the “Rate card for unaddressed mail distribution” or in other publicly available publications of TNT Post M&S (latest version).

# Article 3

## Rates

Unless agreed otherwise in writing, the distribution of unaddressed mail is subject to the rates stated on the “Rate card for unaddressed mail distribution” or in other publicly available publications of TNT Post M&S (latest version). Unless explicitly stated otherwise, all published or quoted rates are exclusive of VAT and other levies. Billing is based on the number of items to be distributed in the defined area. The number of items is determined in accordance with Article 8.2.

# Article 4

## Complaints

Complaints can be lodged in writing, or by telephone with Business Service on +31 (0)76 527 2727. Complaints must be submitted to Business Service within seven days of the agreed period or date of distribution.

# Article 5

## Legal provisions/refusal

- 5.1** The customer guarantees that the contents of the items to be distributed and the actual distribution of the items are not in breach of legal provisions, do not infringe on the rights of third parties and do not constitute a hazard for persons handling or receiving the items, and indemnifies TNT Post M&S and its group companies against substantiated claims by third parties.
- 5.2** Without prejudice to its right to accept or not accept requests for distribution of unaddressed mail in each individual case, TNT Post M&S will also have the right to refuse distribution of mail for which objections exist for certain reasons, including as stated in the latest version of the Dutch Advertising Code and Special Advertising Codes (published under the responsibility of the Advertising Code Foundation (*Stichting Reclame Code*)).

# Article 6

## Requirements for unaddressed items

Unless stated otherwise in writing, the items (leaflets, samples or goods) must conform to the following minimum requirements.

### 6.1 Size/weight/paper quality/ inserts

- fully homogeneous single items (one per postal item and originating from a single customer) per consignment (tender different versions of the material as separate consignments);
  - minimum size: 9 x 14cm;
  - maximum size: 24 x 33cm;
  - maximum thickness: 0.4cm;
  - maximum weight: 100g;
  - square or rectangular format;
  - sufficiently sturdy (i.e. a sturdiness that corresponds with a sheet of paper of 170 grams per square metre. Material of a lighter paper quality must be folded or tendered in a wrapper. Where necessary, TNT Post M&S has the right to fold items and charge on the costs thereof to the customer requesting distribution. This will be carried out in consultation with the customer where possible);
  - not excessively smooth and reasonably manageable;
  - the printing ink must be colourfast.
- No inserts may be included without the prior written permission of TNT Post M&S.

### 6.2 Packaging

If the item is packaged, the packaging must conform to the agreed requirements.

### 6.3 Stating the customer address

The customer must state its name, address and telephone details on the unaddressed item so that it can be actually and easily contacted by the recipient; stating only the PO Box number and/or telephone number is not sufficient.

### 6.4 Stating the name TNT Post/use of postal marks

If the customer wishes to indicate that the items have been distributed by TNT Post M&S, it may only do so by stating the name of TNT Post in a format agreed in advance with TNT Post M&S and for which TNT Post M&S has provided prior written permission. Use of the TNT Post logo is not permitted. Neither is it permitted to apply stamps, franking marks, stamp impressions or other marks commonly used on (addressed) mail items, such as "TNT Post Port Betaald" (postage paid), to unaddressed items.

# Article 7

## Order suspension

TNT Post M&S has the right to refuse an order, submitted or confirmed, or to suspend the performance of an order, without incurring liability of any kind, as soon as it transpires or becomes probable that the distribution is in breach of statutory provisions, infringes on the rights of third parties, raises objections as described in Article 5, fails to meet the requirements stated in Article 6 or as agreed otherwise, or if TNT Post M&S cannot be expected to carry out or continue to carry out the order due to other serious reasons.

# Article 8

## Tendering and storage

- 8.1** The desired period or date of distribution and the number of items to be tendered, as determined in consultation with the customer, will be stated in the quotation or order confirmation by TNT Post M&S.
- 8.2** The number of items to be tendered is determined based on the degree of distribution selectivity required by the customer and accepted by TNT Post M&S and based on the information TNT Post M&S has at its disposal regarding addresses not suitable for delivery (within the meaning of Article 9.2), as well as the number of deliveries per delivery point.
- 8.3** A maximum of one consignment may be scheduled per customer per mail preparation area, i.e. an area comprising a series of four-digit postcodes. TNT Post M&S will remove any overlaps in distribution plans, in consultation with the customer where possible.
- 8.4** The items to be distributed by TNT Post M&S must be tendered at the customer's expense to the address specified by TNT Post M&S on the agreed date or during the agreed period, accompanied by a correct and complete tendering form (using the TNT Post M&S template). Only when the tendering form has been signed or an order confirmation form has been received will the tender be deemed to have been accepted.
- 8.5** TNT Post M&S has the right to verify the quantities stated on the tendering form. The items to be distributed must be appropriately separated and packaged as specifically agreed. The packaged items must be counted and addressed as specified by TNT Post M&S.
- 8.6** Remainders may be returned to the customer free of charge without further instructions, but do not give the right to partial settlement or refund of distribution costs.

# Article 9

## Distribution

- 9.1** Distribution applies to all parts of the Netherlands.
- 9.2** TNT Post M&S distributes items from Tuesday to Saturday. This can be timed to coincide with the delivery of addressed items. Unless agreed otherwise with the customer in writing, distribution may be combined with that of other unaddressed items. As in the case of addressed items, TNT Post M&S will only deliver unaddressed items where letterboxes for the delivery of items to their respective addressees comply with the rules governing place, size, etc. laid down by the Minister of Transport, Public Works and Water Management in the Letterboxes Decree (*Besluit brievenbussen, Government Gazette 1988, 252*)), on the understanding that no delivery will be made to holiday sites. TNT Post M&S is not obliged to deliver to addresses where items cannot be inserted in the letterbox.
- 9.3** Agreed distribution periods or dates only apply if and insofar as the items to be distributed are tendered to TNT Post M&S at the agreed time, in the agreed quantity and in accordance with the agreed tendering requirements. Costs incurred by TNT Post M&S in order to deliver items on an agreed date or during an agreed period, despite delayed or incorrect tendering by the customer, will be borne by the customer. If possible, TNT Post M&S will consult with the customer on this matter in advance.
- 9.4** TNT Post M&S is in certain cases entitled to re-determine the distribution period or date for items tendered incorrectly or with a delay. If the customer in such circumstances exercises its right to amend or cancel the order in part or in whole, Article 12 will apply.
- 9.5** TNT Post M&S reserves the right to not deliver unaddressed mail or to only deliver a limited quantity of unaddressed mail during certain peak-capacity periods. This includes in any case the last three weeks of the year up to and including 2 January of the new year. If the customer wishes to place an order for the distribution of unaddressed mail in a restricted period, and TNT Post M&S accepts such an order, the customer must pay a surcharge in addition to the standard rate. The periods in question and the surcharge payable are determined by TNT Post M&S at least three months before a restricted period commences. Further information on this matter may be obtained from TNT Post (see “Final provisions” for telephone number).

# Article 10

## Damage

TNT Post M&S accepts no liability for damage or loss of the items to be distributed, whatever the cause, nor for any other damage of whatever nature. This exemption from liability does not apply if damage or loss occurs due to the own acts or omissions of TNT Post M&S, whether this occurred with intent to cause damage or through negligence whereby it could be expected that such damage would be caused as a result.

# Article 11

## Payment

- 11.1** Payment of the distribution charge must be made prior to or during tendering. TNT Post M&S has the right to postpone the performance of an order if the amount due is not received prior to or during tendering.
- 11.2** If the customer exercises the right granted by TNT Post M&S to pay on account, payment must be made in accordance with the conditions of payment for services provided on account. In the case of arrears of payment with respect to previous orders, TNT Post M&S has the right to postpone the performance of a new order until the arrears have been paid. If, as a result of TNT Post M&S exercising the rights described in this article, the performance of an order is delayed, TNT Post M&S will act in accordance with the provisions for delayed delivery within the meaning of Article 9.

# Article 12

## Cancellation/amendment by customer

In the event of full or partial cancellation or amendment by the customer of an order accepted by TNT Post M&S by no later than three weeks prior to the agreed distribution period or date, TNT Post M&S has the right to charge 30% of the invoice amount over the amended or cancelled part of the order in addition to the costs already incurred for the performance of the order. If the customer has not made a full or partial cancellation by the aforementioned period of three weeks, 100% of the invoice amount over the amended or cancelled part of the order will be charged in addition to the costs already incurred for the performance of the order.

# Article 13

## Use of information

- 13.1** The customer agrees to use any information supplied by TNT Post M&S once only and exclusively for the purposes of the agreed order for the distribution of unaddressed mail.
- 13.2** Without the prior written permission of TNT Post M&S, the customer must under no circumstances pass on the information provided by TNT Post M&S, either in whole or in part, to third parties other than for one-off processing of the relevant information for the purposes of the agreed order for the distribution of unaddressed mail.

# Article 14

## Disputes

All disputes between TNT Post M&S and the customer in relation to agreements for the distribution of unaddressed mail that cannot be settled amicably will in the first instance be referred to the competent court in The Hague.

# Article 15

## Special conditions for selective unaddressed mail distribution

### 15.1 General

The preparation and working out of selective unaddressed mail distribution is bound to timeframes. Costs are made sooner and to a greater degree in comparison to standard unaddressed mail. The possibility of making changes is more limited.

### 15.2 Prompt notification of distribution

TNT Post M&S should preferably be notified of the general distribution area no less than six weeks before the distribution period or date.

### 15.3 Distribution plan

The customer may opt to draw up the distribution plan itself using its own selection criteria or have this carried out by TNT Post M&S at an agreed rate. The distribution plan must be based on an existing product variant. The number of deliveries must at least be selected for each distribution area, as stated on the “Rate card for unaddressed mail distribution” or in other publicly available publications of TNT Post (latest version).

#### If the customer draws up the distribution plan

The customer must submit the distribution plan to TNT Post M&S in the agreed format at least six weeks prior to distribution. The distribution quantities calculated by the customer will be recalculated by the systems of TNT Post M&S so that delivery forms can be generated. The quantities calculated by TNT Post M&S prevail in the event of disputes.

#### If TNT Post M&S draws up the distribution plan

The customer must inform TNT Post M&S preferably six weeks prior to the distribution week of the selection criteria for the distribution plan and the number of deliveries to be selected. Adjustments may be made up to four weeks prior to the distribution period. After this date, changes may only be made if reasonably possible and against payment of the charges incurred, without prejudice to the provisions of Article 12 of these Terms of Delivery. Full effectuation of the changes cannot be guaranteed however.

# Article 16

## Government information

### 16.1 Definitions

- “Government information” means: printed matter or any other information medium from the government in physical form that contains information relating directly to government duties.
- “Government” means: a body of the State, a province, a municipality or any other public body including services, institutions and companies falling under this, as well as a body of an institution assigned to carry out government duties by general administrative order.
- “Government duty” means: a statutory duty.

### 16.2 Specific conditions for the distribution of unaddressed government information

In addition to and in departure from the provisions of these Terms of Delivery, TNT Post M&S may undertake to distribute government information door to door within a defined area, i.e. all private and business delivery points in the specified area, including the delivery points where the resident/occupant has indicated that receipt of unaddressed mail is not desired.

### Specific conditions

- The items to be distributed contain government information.
- The source of each item must be clearly visible on the item and include at least the name and address of the government authority (or sub-authority) as well as its logo.
- It must be made clear in or on the item that questions or complaints in response to the item should in the first instance be addressed to the government authority as stated on the item.
- Irrespective of who tenders the items to TNT Post M&S, TNT Post M&S deems the government authority sending the items, according to the information stated on or in them, to be the customer and therefore the body responsible for handling complaints by recipients.
- The government authority deemed to be the customer indemnifies TNT Post M&S and its group companies against all claims by recipients of the unaddressed government information and by other third parties.
- TNT Post M&S has the right to stipulate conditions regarding the minimum number of unaddressed items tendered to it on behalf of the government for distribution, as well as regarding the area in which the items are to be distributed.

- The unaddressed government information must be tendered to TNT Post M&S separately from any other items.
- Unaddressed government information is not distributed by TNT Post M&S at the same time as other unaddressed items (not containing government information).

# Article 17

## Final provisions

- 17.1** These Terms of Delivery for the Distribution of Unaddressed Mail by TNT Post M&S come into effect on 27 November 2009 and supersede all earlier versions.
- 17.2** The Terms of Delivery for the Distribution of Unaddressed Mail by TNT Post M&S, the “Rate card for unaddressed mail distribution” and the tendering requirements for consignments of unaddressed mail can be downloaded at [www.tntpost.nl](http://www.tntpost.nl) or [www.verspreidwijzer.nl](http://www.verspreidwijzer.nl).
- 17.3** TNT Post M&S may amend these Terms of Delivery, the rates for the distribution of unaddressed mail and the tendering requirements. With due observance of the provisions of this article, amendments also apply to agreements established before the date on which the amendment enters into effect. The amendments enter into effect 14 days following notification thereof or at a later date as stated in the notification.
- 17.4** If a customer does not wish to accept an amendment to an existing agreement, it must notify TNT Post M&S in writing as soon as possible after notification of the amendment by TNT Post M&S and prior to the date on which the amendment enters into effect. TNT Post M&S and the

customer will then enter into consultation to seek a suitable solution.

# Just call if you need us

You can reach Business Service on +31 (0)76 527 2727  
or visit [www.tntpost.nl](http://www.tntpost.nl) for more information

