

General Terms and Conditions GLS Netherlands

Article 1 Definitions

The terms below have the following meanings in these General Terms and Conditions:

- **ADR:** Agreement relating to the transport of dangerous goods by road and associated annexes in which goods are classified into hazard classes on account of their characteristics.
- **AVC:** The latest version of the Algemene Vervoercondities. GLS will send out copies on request; the AVC can also be consulted on its [website](#).
- **BusinessFreight:** A Consignment that meets the requirements set by GLS for this product and of which the Dispatch and Delivery Addresses are situated within the Netherlands.
- **BusinessParcel:** A Consignment that meets the requirements set by GLS for this product and of which the Dispatch and Delivery Addresses are situated within the Netherlands.
- **CMR:** The Convention on the contract for the International Carriage of Goods by Road (Geneva 1956) and supplementary Protocols. GLS will send out copies on request; the CMR can also be consulted on its [website](#).
- **Consignee:** Natural person or legal entity to whose address the Consignment is to be delivered.
- **Consignment:** One or more consignment units consisting of goods or packages originating from a single Shipper and intended for a single Consignee which are presented to GLS for transport by the Shipper or by a third party on behalf of the Shipper, in the context of the agreement entered into by the parties, and including the required documents.
- **Cross-border transport by road:** Relocating goods by road by means of a vehicle, whereby the goods are accepted for transport by GLS and the destination where the delivery to Consignee takes place are situated in different countries, as both are described in Article 1(1) CMR.
- **Direct Representation:** By entering into an agreement concerning EuroBusiness and GlobalBusinessParcel products, the client authorises GLS to act as a direct representative and to submit the Customs declarations required for exportation, on its behalf and at its expense.
- **Dispatch:** The agreement whereby GLS undertakes, vis-à-vis the Shipper, to conclude in its own name or in the name of the Shipper a transport contract with a third-party carrier. GLS shall not be regarded as the carrier in the case of Dispatch.
- **Dispatch address:** The address at which a Consignment is offered to GLS for dispatch.
- **EuroBusinessFreight:** A Consignment that meets the requirements set by GLS for this product and of which the Dispatch and Delivery Addresses are situated in two different countries within Europe.
- **EuroBusinessParcel:** A Consignment that meets the requirements set by GLS for this product and of which the Dispatch and Delivery Addresses are situated in two different countries within Europe.
- **EuroExpressParcel:** A Consignment that meets the requirements set by GLS for this product and of which the Dispatch and Delivery Addresses are situated in two different countries within Europe.
- **ExpressParcel:** A Consignment that meets the requirements set by GLS for this product and of which the Dispatch and Delivery Addresses are situated within the Netherlands, with the exception of the West Frisian Islands.
- **GlobalBusinessParcel:** A Consignment that meets the requirements set by GLS for this product and of which the Delivery Address is situated outside Europe.
- **GLS:** General Logistics Systems Netherlands B.V., registered with the Utrecht Chamber of Commerce under number 34129769.
- **IATA:** International Air Transport Association.
- **Logistic Services:** All activities including special services, loading and unloading, entry, storage and removal, stock management, order processing, order picking and distribution, display set-up, repackaging, assembly, invoicing, preparing goods for dispatch, with the exception of transport and Dispatch.
- **Non-Conveyable (NoCo):** A Consignment that cannot be processed by the automatic sorting systems used by GLS. Consignments in the following situations may be regarded as Non-Conveyable by GLS: **(a)** due to their nature, the goods may be damaged by automatic sorting; **(b)** the goods could cause damage to the automatic sorting system; **(c)** the length of the Consignment is exceeding 120 cm and/or the width is exceeding 60 cm and/or the height is exceeding 60 cm; **(d)** the packages are not packaged or are not properly packaged; **(e)** the packages have protruding parts, do not have a flat bottom or the centre of gravity of the Consignment is above the centre; **(f)** the packages are rolls or tubes; and **(g)** all other Consignments that GLS considers unsuitable for automatic sorting.
- **Parcel:** A GLS package that is not heavier than 32 kilos and not lighter than 0.1 kilo, whereby the maximum girth (1 x L + 2 x W + 2 x H) of the package is 3 m and the maximum length is 2 m, the maximum width is 0.8 m and the maximum height is 0.6 m; and the minimum length is 0.1 m, the minimum width is 0.05 m and the minimum height is 0.015 m. The GLS package must be properly packaged and supplied with barcoded labels approved by GLS. GLS may refuse packages that are insufficiently packaged, contain dangerous goods or other risk-related goods, or cannot be processed for whatever reason. PO Box addresses are not permitted and will be considered as inadequate addressing. The sole fact that a Parcel is accepted for transport does not mean that it complies with the conditions described above.
- **Reliable Packaging:** Consignments are properly packaged and supplied with GLS-approved labels. GLS has the right to refuse Consignments that are insufficiently packaged or cannot be processed for whatever reason. For further information, refer to the 'Verpakkingsrichtlijnen pakketzendingen' as set out in the Price Brochure. These guidelines can also be consulted on the [GLS website](#).
- **Shipper:** The person who enters into an agreement with GLS concerning the transport of goods, Logistics Services and/or Dispatch.
- **Shipping costs:** he costs charged by GLS for transporting a Consignment, including the applicable surcharges for the services and so on.
- **Transport by road:** Relocating goods by road by means of a vehicle within the Netherlands.
- **Volume:** The volume of a Consignment is calculated by multiplying the length x width x height.
- **Volume weight:** Calculated weight as the product of multiplying the length x width x height (in metres) x the volume factor (kilograms/m³). For Freight products the volume factor is 250 kg/m³ and for Parcel products it is 300 kg/m³, with the exception of the GlobalBusinessParcel for which 200 kg/m³ applies.
- **Working days:** Days on which a Consignment will be delivered by GLS to the Consignee. Within the Netherlands these are Monday to Friday, except for national public holidays and other days set by GLS on which GLS is closed, which can be obtained from GLS on request. Delivery days may differ for destinations outside the Netherlands.

Article 2 Scope of these terms and conditions and other legislation

1. Both these General Terms and Conditions and the General Transport Conditions apply to all offers made, activities performed and agreements entered into by GLS, unless the parties expressly agree otherwise in writing. The Shipper's own terms and conditions will not be accepted, even if the Shipper explicitly refers to its own terms and conditions.
2. Once a contract is entered into within the scope of the General Terms and Conditions, the General Terms and Conditions and AVC are also applicable without exception to future offers issued and activities performed by GLS, and to future agreements with GLS. In that instance, the General Terms and Conditions and AVC are deemed to be known and accepted by the parties.
3. The applicability of any other general terms and conditions of the Shipper is expressly excluded, even if they are mentioned in the order submitted to GLS. Contrary to the provisions of Article 6:225(3) of the Civil Code, GLS is not bound by any derogations that may arise in the acceptance by the potential Shipper. Derogations from these terms and conditions may only be agreed in writing, and apply only with regard to the specific agreement to which the derogations relate.
4. If the agreement is entered into in person, a physical copy of the General Terms and Conditions and AVC will be supplied; if the agreement is entered into digitally, the terms and conditions will be sent as a PDF. The General Terms and Conditions can also be downloaded on the [GLS website](#).
5. In the event of contradictions between the provisions in these General Terms and Conditions and other regulations applicable to the agreement between GLS and the Shipper, the provisions in these General Terms and Conditions prevail, insofar as a derogation from the other regulations is permitted.
6. Documents that are required in the context of the agreement must comply with the specifications set by GLS, the statutory requirements and the applicable additional regulations. These requirements are available from GLS on request.

Article 3 Delivery

1. A Consignment shall be delivered within a reasonable period of time and only on working days. An ExpressParcel may also be delivered on a Saturday on request.
2. If the Dispatch and Delivery Addresses are situated within the Netherlands, GLS will endeavour to deliver a Consignment that has been delivered to GLS before 18:00 to the Consignee on the following working day, unless otherwise agreed. If the Delivery Address is situated on the West Frisian Islands, GLS will endeavour to deliver the Consignment to the Consignee on the second working day following the day on which the Consignment was delivered to GLS.
3. If GLS collects the Consignment at an address specified by the Shipper, the moment the Consignment is received shall serve as the moment of delivery to GLS.
4. If no one is present at the Delivery Address, the time at which no one is present shall serve as the time at which GLS has fulfilled its delivery obligation. This time will be established by GLS and is crucial for determining its delivery efforts.
5. At the request of the Shipper or Consignee, delivery may also take place at a GLS ParcelShop.

Article 4 Returned consignments, refused consignments and undeliverable consignments

1. The Consignment which is not accepted or is returned by the Consignee and/or the Consignment which is undeliverable due to the fact that it has been incorrectly addressed shall be delivered by GLS to the Shipper.
2. The costs for the delivery of the Consignment referred to in paragraph 1 to the Shipper are equal to the costs for the delivery of the Consignment to the Consignee. GLS may charge the Shipper for these extra costs.
3. If the Consignment cannot be delivered, because no one is found at the Delivery address, the Consignment shall be returned to the depot. Consignee shall be informed of the delivery by way of a notice which shall be left behind at the Delivery address. This notice shall also state the opportunities for a second delivery and/or the collection of the Consignment. If the Consignee does not reply within 5 Working days of the first delivery, the Consignment shall be delivered to the Shipper, whereby paragraph 2 shall apply mutatis mutandis. GLS may charge the Shipper the costs for a second delivery.
4. The costs referred to in paragraphs 2 and 3 vary per product. For further information please refer to the Price Brochure.

Article 5 Liability of the Shipper and Indemnification

1. The Shipper is obliged to compensate GLS for all losses it may suffer if the Shipper fails to comply with its obligations under the agreement with GLS or with the terms and conditions applicable to that agreement.
2. The Shipper is responsible for the Consignment and its contents which it supplies to GLS in the context of the agreement. The Shipper is liable for all losses GLS suffered as a consequence of an inherent defect in the Consignment, including the nature of the material and/or loss caused by any protruding parts of the Consignment.
3. The Shipper is liable for payment of import duties, excise duties, VAT and other levies and for any costs arising from failure to pay these on time. This liability shall also explicitly apply if the delivery is made on the basis of the Incoterm Delivered Duty Unpaid. In such a case, GLS or one of its group companies shall first attempt to claim the payable import duties, excise duties, VAT and other levies from the Consignee by sending an invoice and a maximum of two subsequent demands. Should the Consignee fail to pay in a non-judicial manner after the term of payment of the last reminder, then the Shipper is obliged to pay these costs to GLS. The Shipper is further obliged to compensate GLS for any damage it suffers as a result of the non-timely clearance of documents.
4. The Shipper hereby indemnifies GLS in respect of all third-party claims for loss as referred to in paragraphs 1, 2 and 3.

Article 6 Liability of GLS

1. For the liability of GLS under an agreement entered into with the Shipper, refer to Article 11 Product – Sector Conditions – Regulations – Matrix.
2. Claims will be considered only if the GLS damage procedure is followed.
3. GLS is never liable for consequential loss.

Article 7 Rates and Terms of Payment

1. For the services it provides, GLS applies the rates and surcharges as set out in its Price Brochure, which is available from GLS on request. GLS reserves the right to change the specifications, rates and/or surcharges at any time. Where applicable, the rates and surcharges are in euros, ex works and exclusive of Dutch VAT.
2. For the calculation of the Shipping Costs for a Consignment being sent as BusinessFreight, EuroBusinessFreight or GlobalBusinessParcel the actual weight of the Consignment is used, unless the Volume Weight is higher. In that case the Volume Weight is used to calculate the price.

General Terms and Conditions GLS Netherlands

3. For the calculation of the Shipping Costs for a Consignment being sent as a Business Parcel or EuroBusinessParcel, GLS reserves the right to charge a volume surcharge if the Volume Weight of the Consignment is substantially different from the actual weight of the Consignment.
4. If a direct debit authorisation is not used, an administration fee will be charged. Additional administration fees will be charged for invoices sent by post. For further information about the current administration fees, please refer to the Price Brochure.
5. Unless otherwise agreed in writing, the applicable payment time frame is 14 days after the invoice date. If the payment obligation is not met within the aforementioned time frame, the Shipper is automatically in default, without any further notice of default being required.
6. From the moment that the Shipper is deemed to be in default, GLS is entitled to compensation at the default interest rate of 1.25% per month on all outstanding amounts. Furthermore, GLS is entitled to charge the Shipper Extrajudicial Collection Costs. The Extrajudicial Collection Costs are payable from the moment that the Shipper is deemed to be in default and will be calculated on the basis of the Extrajudicial Collection Costs (Fees) Decree (Staatsblad 2012/141) or the latest version of that decree.
7. A surcharge will be levied for handling Non-Conveyables.
8. If fuel prices increase after the agreement is signed, GLS is entitled to charge the Shipper a fuel surcharge.
9. Additional costs arising in the context of the performance of the agreement over which GLS has no control, including but not limited to tolls, kilometre-based charges, taxes and other levies and/or costs resulting from rules set by the government, will be passed on to the Shipper. GLS is entitled to charge these costs to the Shipper retrospectively.

Article 8 Prohibition of set-off and Suspension and Additional Security

1. The Shipper is obliged to provide security upon first request, at any time, for the amounts it owes or will owe to GLS.
2. Setting off sums payable for freight or any other costs payable in relation to the transport and/or goods against other claims is not permitted.
3. Furthermore, the Shipper is not entitled to suspend performance of its obligations under the agreement on any grounds whatsoever.

Article 9 Prohibited Consignments

1. The Shipper is not permitted to offer to GLS, in the context of an agreement between GLS and the Shipper, a Consignment that contains dangerous goods according to the relevant ADR and IATA rules, living plants and/or animals, weapons, perishable goods, mortal remains, personal effects, coins, bank notes or cheques, gemstones, gold or silver bullion, artworks, goods sent with an ATA Carnet, alcohol, tobacco, narcotics, goods for temporary import, or customer-to-customer goods subject to Customs contracts (not an exclusive list).
2. The Shipper is also forbidden from presenting to GLS a Consignment containing goods of which shipping is prohibited, for example due to the contents of the Consignment, the intended recipient or Consignee, the country of origin or the destination country. The Shipper will ascertain what actions are forbidden or punishable by law by consulting the relevant laws and regulations, and will continue to do so, so that the Shipper remains informed of any relevant amendments. The relevant laws and regulations include all laws, directives and guidelines that impose sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities, including, without limitation, sanctions imposed by the United Nations, European Union or individual EU member states, and other laws and regulations which are relevant by their nature and which are applicable.
3. GLS is entitled to refuse to provide its services in relation to the Consignments listed in paragraphs 1 and 2, and if during the performance of its obligations in the context of the agreement entered into it appears that the Shipper has not complied with paragraphs 1 and 2. GLS is entitled to suspend performance of its obligations and return the Consignment to the Shipper. GLS is also entitled to terminate the agreement (extrajudicial). The Shipper is liable for loss suffered by GLS as a consequence of a breach of the first and/or second paragraph.
4. GLS is not liable for damage to and/or the loss of any Consignments listed in paragraphs 1 and 2.

Article 10 Privacy and Processing of Personal Data

1. GLS is committed to respecting and protecting the privacy and security of personal data.
2. GLS processes the personal data supplied in the context of the agreement for the purpose of performing the agreement and providing a good service. GLS processes personal data in accordance with the General Data Protection Regulation (the GDPR).

Product	Applicable sector conditions/ applicable regulations	Liability of GLS in accordance with sector conditions/ applicable regulations	Deviating liability of GLS
BusinessParcel	AVC	€ 3.40 per kilogram	Max. €500 per package (based on the purchase value of the goods) with an deductible of €50 per package, subject to the exceptions listed in Article 11(2).
EuroBusinessParcel	CMR, AVC applicable as well	8.33 SDR per kilogram	Max. €500 per package (based on the purchase value of the goods) with an deductible of €50 per package, subject to the exceptions listed in Article 11(2).
GlobalBusinessParcel	Dependent upon means of transport. If CMR is applicable (as well), AVC is also applicable. Available on request from GLS	Dependent upon applicable regulations. Available on request from GLS	Max. €500 per package (based on the purchase value of the goods) with an deductible of €50 per package, subject to the exceptions listed in Article 11(2).
ExpressParcel	AVC	€ 3.40 per kilogram	Max. €1,000 per package (based on the purchase value of the goods) with an deductible of €50 per package, subject to the exceptions listed in Article 11(2).
EuroExpressParcel	CMR, AVC applicable as well	8.33 SDR per kilogram	Max. €1,000 per package (based on the purchase value of the goods) with an deductible of €50 per package, subject to the exceptions listed in Article 11(2).
BusinessFreight	AVC	€ 3.40 per kilogram	Not applicable
EuroBusinessFreight	CMR, AVC applicable as well	8.33 SDR per kilogram	Not applicable

3. In this regard GLS has produced a privacy statement, which can be consulted on its [website](#). That privacy statement forms an integral part of these General Terms and Conditions.
4. The personal data processed by GLS will be retained for as long as is necessary for the purposes detailed in the privacy statement, and no longer than is permitted by law.
5. The Shipper is also required to process personal data in an appropriate and careful manner and to comply with the applicable privacy legislation.
6. If requests and/or complaints are received from data subjects and/or supervisory authorities, if a potential breach relating to personal data is discovered (a 'data leak'), or if there is an obligation to share personal data with third parties and/or other obligations related to privacy, the Shipper, if these matters also concern GLS, will inform GLS as quickly as possible, or within 36 hours at the latest.
7. The Shipper will inform Consignees concerning the transfer of their personal data and indemnifies GLS in respect of all claims, fines and/or costs that may arise from the Shipper's failure to comply with the privacy legislation.

Article 11 Product – Sector Conditions – Regulations – Matrix

1. The table below shows the sector conditions and applicable regulations that apply in addition to these General Terms and Conditions, as well as the applicable liability of GLS vis-à-vis the Sender.
2. Contrary to paragraph 1, GLS will not accept any additional liability in the event of damage to or loss of a Consignment as listed under (a) to (e) below and/or if a claim is not submitted within six months of the date of dispatch:
 - a. Fragile goods, including but not limited to glassware, ceramics and cast iron;
 - b. Damage to articles in respect of which the maximum dimensions and/or weight indicated in the product specifications are exceeded;
 - c. Damage caused to hard drives and failure of read/write heads in computers, computer components and printers;
 - d. Dispatch of multiple parcels/packages/boxes that are bundled together into a single Consignment (not being a pallet).
 - e. Parcels/packages/boxes of which the girth is more than 3 metres.
3. Damage is assessed on the basis of the purchase value to the Shipper. If the Consignment contains repaired goods, GLS will apply depreciation of 25% per year.
4. Unless otherwise agreed, GLS is not obliged to return to the Shipper the packaging provided to it, including euro pallets, and GLS is not liable for any loss the Shipper may suffer as a result.
5. If the Shipper has taken out its own transport insurance, GLS will only consider claims that fall within the deductible of the transport insurance. If there is no deductible on the transport insurance policy, GLS will only consider claims submitted by the Shipper's insurer.
6. If the loss is the result of an intentional act or gross negligence by assistants whose services have been engaged by GLS, GLS is not liable for the loss suffered.

Article 12 Disputes and Applicable law

1. The laws of the Netherlands will apply to all agreements with GLS.
2. The competent court in the District of Utrecht has exclusive jurisdiction to hear any disputes between the parties that may arise from the agreement.
3. If the CMR Convention applies to the agreement, then, contrary to paragraph 2, the CMR Convention will determine which court has jurisdiction over the dispute.
4. If the Shipper is in default towards GLS concerning its obligations under the agreement, GLS is authorised to immediately suspend its own obligations under the agreement. If, after having received a demand to that end, the Shipper still does not comply with the agreement immediately, GLS will be authorised to terminate the agreement without term of notice and with immediate effect, therefore immediately and permanently cease its performance under the agreement, without any liability towards the Shipper for claims or compensation.
5. Insofar as the agreement does not provide otherwise, GLS will at all times be authorised to terminate the agreement subject to a notice period of 2 (two) months.