

## **TERMS and CONDITIONS for the Expresspost Service**

### **1. DEFINITIONS**

The following definitions apply to the Terms and Conditions set out below that govern this contract of carriage between you and us

"we", "us" and "our" means subsidiaries, affiliates of Nieuwe Post Nederlandse Antillen N.V. and their respective employees, agents and independent contractors;

"you" and "your" means the sender/consignor of the shipment, holder of this Expresspost Air Waybill, or the receiver/consignee and owner of the contents of the shipment or any other party having a legal interest in those contents;

"carriage" means and includes the whole of the operations and services undertaken by us in connection with the shipment;

"shipment" means any envelope, document, package, parcel, satchel or piece of freight given to and accepted by us for carriage and transported under our Expresspost Air Waybill.

"prohibited items" means any goods or materials the carriage of which is prohibited by any law, rule or regulation of any country in which the shipment travels as well as those dangerous goods or materials that are mentioned in the lists stated in Article 4 paragraph 1 of these Terms and Conditions.

### **2. THE PARTY WITH WHOM YOU ARE CONTRACTING**

Your contract is with the subsidiary or affiliate of Nieuwe Post Nederlandse Antillen N.V. that accepts the shipment from you. You agree that we may subcontract the whole or any part of the carriage on any Terms and Conditions we decide.

### **3. YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS**

By giving us your shipment you accept our Terms and Conditions set out in this contract of carriage on behalf of yourself or anyone else who has an interest in the shipment irrespective of whether you have signed the front of our Expresspost Air Waybill or not. Our Terms and Conditions also cover any third party we use to collect, transport or deliver your shipment. None of our employees, agents or subcontractors are authorized to waive, alter or modify these Terms and Conditions. When you give us the shipment with oral or written instructions that conflict with our terms and conditions we shall not be

bound by such instructions.

#### 4. DANGEROUS GOODS / SECURITY

##### 4.1 Dangerous Goods

We do not carry dangerous goods including those specified in the Universal Postal Union (UPU) List of Prohibited Articles, the International Civil Aviation Organisation (ICAO) technical instructions, the International Air Transport Association (IATA) dangerous goods regulations, the International Maritime Dangerous Goods (IMDG) code, or any other national or international rules applicable to the transport of dangerous goods.

##### 4.2 Air Cargo Security Regulations

a) You must ensure and you hereby certify by completing our Expresspost Air Waybill or tendering a shipment to us that your shipment does not contain prohibited items or other national or international regulations that govern aviation security. You must give us a full description of the contents of the shipment on our Expresspost Air Waybill and your liability is not extinguished by providing this information. Shipments carried by us may be subject to security screening which could include the use of X-ray equipment and you accept that the contents of your shipment may be examined in transit for security reasons.

b) You declare that you have prepared the shipment in secure premises using reliable staff employed by you and that the shipment has been safeguarded against unauthorized interference during preparation, storage and transportation immediately prior to hand over by you to us.

##### 4.3 Prohibited Items

We do not accept prohibited items.

#### 5. RIGHT OF INSPECTION

You agree that we or any governmental authority including customs may open and inspect your shipment at any time.

#### 6. CALCULATION OF TRANSIT TIMES AND ROUTING OF SHIPMENTS

Weekend days, public holidays and bank holidays together with delays caused by customs or other events beyond our control are not included when we quote door to door delivery times in our published literature. The route and the method by which we transport your shipment shall be at our sole discretion.

## 7. CUSTOMS CLEARANCE

7.1 You hereby appoint us as your agent solely for the purpose of clearing and entering the shipment through customs and you hereby certify that we are the consignee for the purpose of designating a customs broker to perform customs clearances and entries if we subcontract this work. If any customs authority requires additional documentation for the purpose of confirming our customs clearance status it is your responsibility to provide the required documentation at your expense.

7.2 You certify that all statements and information you provide relating to the exportation and importation of the shipment will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the shipment or any of its contents you risk a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of your shipment. To the extent that we may voluntarily assist you in completing the required customs and other formalities such assistance will be rendered at your sole risk. You agree to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you provide to us and pay any administration fee we may charge you for providing such assistance.

7.3 Any customs penalties, storage charges or other expenses we incur as a result of the actions of customs or other governmental authorities or your failure and/or the receiver's failure to provide proper documentation and/or to obtain the required license or permit will be charged to you or the receiver of the shipment. In the event that we decide to charge the receiver and the receiver refuses to pay the incurred charges you agree to pay them to us together with our fee for the administration involved in this extra work.

7.4 We will endeavor to expedite all customs clearance formalities for your shipment but are not liable for any delays, losses or damage caused by interference from customs officers or other governmental authorities.

## 8. INCORRECT ADDRESS AND P.O. BOX NUMBERS

If we are unable to deliver a shipment because of an incorrect address we will make all reasonable efforts to find the correct address. We will notify you of the correction and deliver or attempt to deliver the shipment to the correct address although additional charges may apply if the correct address is different to the one shown on the Expresspost Air Waybill or the label affixed to your shipment. Deliveries to post office box numbers are only accepted if the telephone number of the receiver/consignee is also provided and you agree that in the event that we are unable to deliver the shipment at the first

attempt then we may post the shipment to the consignee and proof of posting is sufficient proof of delivery.

## 9. UNDELIVERABLE AND REJECTED SHIPMENTS

In the event that we are unable to complete the delivery of a shipment we will try to leave a notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment. In case the receiver has not collected the shipment within a three-week period the shipment will be returned. You agree to pay us any costs we incur in returning the shipment.

## 10. YOUR OBLIGATIONS

You warrant to us that:

- a) the contents of the shipment have been properly described on our Expresspost Air Waybill;
- b) the contents of the shipment have been correctly labeled and the label or labels have been securely fixed by you in a prominent position on the outer surface of the shipment that can be clearly seen by us;
- c) the consignee's full address including the postcode has been entered on our Expresspost Air Waybill;
- d) the consignee's full address including the postcode has been accurately and legibly completed on an address label securely fixed by you to a prominent position on the outer surface of the shipment that can be clearly seen by us;
- e) the contents of the shipment have been packed safely and carefully by you to protect against the ordinary risks of transport;
- f) you have declared the correct weight of the shipment and you will provide any special equipment we may need to load or unload the shipment on or off our vehicles.
- g) the contents of the shipment are not ones restricted by UPU, IATA or ICAO and are not prohibited items;

You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses including legal costs we incur arising out of you being in breach of any of these warranties.

## 11. EXTENT OF OUR LIABILITY

Subject to clause 12 below we limit our liability for any loss, damage or delay of your shipment or any part of it as follows:

- a maximum amount that equals 130 SDR per item containing merchandise;
- a maximum amount that equals 30 SDR per item containing document.

## Carriage by air

If the carriage of your shipment is solely or partly by air and involves an ultimate destination or a stop in a country other than the country of departure the Warsaw Convention 1929 (as amended by the Hague protocol 1955) or the Montreal Convention 1999 will be applicable. These international treaties govern and limit our liability for loss, damage or delay to your shipment to 17 special drawing rights per kilo (approximately US\$ 20 per kilo although the rate of exchange is variable).

If none of the limits of liability of the above convention apply for any reason including breach of contract, negligence, willful act or default our liability to you for loss, damage, delay, misdelivery or non-delivery of your shipment or the part affected is limited to the actual cost incurred by you to acquire the shipment or the part affected with in every case an upper limit that does not exceed US\$ 20 per kilo.

## 12. EXCLUSIONS

12.1 We are not liable for any consequential or special damages or loss (including loss of income, profits, markets, reputation, use of contents or loss of an opportunity) or other indirect loss arising from the loss, damage, delay, misdelivery or non-delivery of your shipment even if we had knowledge that such damages or loss might arise.

12.2 We are not liable if your shipment or any part of it is lost, damaged, delayed or mis-delivered or not delivered at all as a result of:

a) circumstances beyond our control such as (but not limited to):

- acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
- force majeure including war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
- national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
- latent defects or inherent vice in the contents of the shipment.

b) your acts or omissions or those of third parties such as:

- you being in breach of (or any other party claiming an interest in the shipment causing you to breach) your obligations under these terms and conditions and in particular those warranties set out in Clause 10;
- an act or omission of any customs, airline, airport or government official.

c) The contents of the shipment consisting of any article that is a prohibited item even though we may have accepted the shipment by mistake.

12.3 We are not a common carrier and do not accept from you any liabilities of a common carrier.

### 13. VALUABLE GOODS

We recommend valuable goods such as precious stones, precious metals, jewellery, money, negotiable instruments, unprotected furniture, glass or china, objects of art, antiques and important documents that include passports, tenders, share and option certificates **should not** be sent through our network delivery system because it involves the use of mechanical handling and automated sortation equipment together with multiple transshipments on and off vehicles. Under no circumstances when carrying such items shall our liability to you exceed the limits contained in Clause 11 above. We recommend you insure your valuable goods before such items are collected by us.

### 14. INSURANCE

You may purchase insurance from us for the full value of your parcel and freight shipment (non document shipment) paying the indicated charge to cover you against all risks of loss and damage during carriage up to an insurance indemnity limit of ANG 3000,- per shipment. Our insurance does not cover losses of a consequential nature (see clause 12.1 above) or delays in carriage or where the loss has arisen as a result of your breach of your obligations under these terms and conditions.

### 15. CLAIMS BROUGHT BY THIRD PARTIES

You undertake to us that you shall not permit any other person who has an interest in the shipment to bring a claim or action against us arising from the carriage even though we may have been negligent or in default and if a claim or action is made you will indemnify us against the consequences of the claim or action and the costs and expenses we incur in defending it.

### 16. CLAIMS PROCEDURE

If you wish to claim for a lost, damaged or delayed shipment you must comply with the following procedure otherwise we reserve the right to reject your claim:

a) you must notify our Customer Service Department in writing about the loss, damage or delay within a period of 4 months after delivery of the shipment or within a period of 4 months of the date the shipment should have been delivered. You must document your claim by sending us all relevant information about the shipment and the loss, damage or delay suffered. We are not obliged to act on any claim until our carriage charges have been paid nor are you entitled to deduct the amount of your claim from our carriage charges;

b) we will assume the shipment was delivered in good condition unless the receiver has noted any damage on our delivery record when he or she accepted the shipment. In order for us to consider a claim for damage the contents of your shipment and the original packaging must be made available to us for inspection;

c) your right to claim damages against us shall be extinguished unless an action is brought in a court of law within 2 years from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage stopped.

## 17. RATES AND PAYMENT

17.1 You agree to pay our charges for the carriage of the shipment between the locations specified on the Expresspost Air Waybill and any value added taxes for the carriage within 30 days from the date of our invoice. Our carriage charges are calculated in accordance with the rates applicable to your shipment as set out in our current rate card. As a matter of course all import duties, value added taxes on goods and all other charges levied on the shipment in the destination country shall be payable to us by the receiver upon delivery of the shipment.

17.2 Our current rates are available on request from any of our offices in the Netherlands Antilles from which the shipment is invoiced. The current rates can also be found on our website.

17.3 The door-to-door delivery rates shown on our current rate card include provision for simple customs clearance formalities and we reserve the right to charge an extra administration fee where time-consuming excessive customs clearance work is needed to enable us to deliver your shipment to the receiver. Additional charges may therefore be applied for complex customs clearance activities and these include but are not limited to shipments that require:

(i) formal customs entries involving more than three different commodities.

(ii) customs bonds or the need to deliver goods under a customs bond.

(iii) temporary import facilities

(iv) clearances involving a government department other than the customs authority.

17.4 We have a general lien on all your shipments in our possession at any one time that gives us the right to sell the contents and retain the proceeds of sale in settlement of any amounts that you may owe us for previously carried or delivered shipments.

## 18 LAW AND JURISDICTION

18.1 In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of this contract of carriage all of which remain in force

18.2 Disputes arising from this contract of carriage relating to the amount of monies owed to us by you shall be subject to the laws and the courts of the Netherlands Antilles.