

General Terms and Conditions GLS Netherlands

Article 1 - Definitions

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

- AddresseeOnly:** The AddresseeOnly service is exclusively available on top of DirectDeliveryPlus, with delivery limited to the home address. Use of the AddresseeOnly service requires an e-mail address of the recipient. After two failed delivery attempts, the parcel is returned to sender.
- 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.
- 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.
- Deposit permission:** One-off or continuous permission by the Consignee to leave the Shipment in a pre-specified place. A Proof Of Delivery cannot be requested and the Consignee waives the option to hold GLS and/or the Shipper liable for loss, theft and/or damage after the time of delivery.
- DirectDelivery:** A Consignment that meets the requirements set by GLS for this product, for which the Dispatch and Delivery Addresses are located within the Netherlands, for which no proof of delivery is required and for which the insurance value is limited.
- DirectDeliveryPlus:** 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.
- Direct Representation:** By entering into an agreement concerning EuroBusiness and GlobalDelivery 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. PO Box addresses are not allowed and are considered inappropriate addressing.
- 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.
- EuroDirectDelivery:** 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.
- ExpressDelivery:** 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 Wadden Islands.
- GlobalDelivery:** 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.
- GLS Parcel Locker:** Automated locker where parcels are delivered at the request of the Shipper or Consignee. The maximum dimensions for Consignments that can be delivered in an GLS Parcel Locker are 61 cm (longest side) x 41 cm (shortest side) x 52.5 cm (other sides). The maximum weight per parcel is 31.5 kg.
- GLS Parcel Shop:** GLS Depot or independent business where consumers can send their parcels and/or collect them after issued instructions. The maximum dimensions for Shipments that can be delivered to a Parcel Shop are 120 cm (longest side) x 80 cm (shortest side) x 60 cm (other sides). The maximum weight per parcel is 20 kg.
- GLS Business Point:** Collection point where small business customers deliver their consignments.
- 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 shipping unit that is not heavier than 32 kilos and not lighter than 0.1 kilo, with a maximum girth of 3 metres (1 × L + 2 × W + 2 × H), a maximum length of 2 m, a maximum width of 0.8 m and a maximum height of 0.6 m. The minimum dimensions are 0.1 m in length, 0.05 m in width and 0.015 m in height. The parcel is properly packaged and labelled with barcode 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 'Guidelines for packaging' as set out in the Rates 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:** The 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 167 kg/m³, with the exception of the GlobalDelivery 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

- 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.
- 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.
- 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 upon in writing, and apply only with regard to the specific agreement to which the derogations relate.
- 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.
- 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.
- 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

- GLS delivers the Shipment within a reasonable period of time, only on working days. Upon request and for a fee, ExpressDelivery, DirectDeliveryPlus and DirectDelivery Shipments can also be delivered on Saturdays.
- 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 Wadden 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.
- 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.
- 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.
- At the request of the Shipper or Consignee, delivery may also take place at a GLS Parcel Shop or at an GLS Parcel Locker.
- GLS Netherlands is entitled, by means of its tools or otherwise, to make arrangements with the Consignee for the delivery of eligible shipments by leaving such shipments in a specific place agreed upon by the Consignee and GLS Netherlands.

Article 4 - Undelivered and refused shipments

- A Shipment that is refused by the Consignee or cannot be delivered, for example due to incorrect addressing, shall be returned by GLS to the return address provided by the Sender.
- 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.
- For DirectDelivery-Home-delivery shipments, if the Consignee is not at home, the Shipment will be taken directly to the nearest GLS Parcel Shop. The Consignee will be informed of this via a notification with location and pick-up information.
- If a second delivery attempt is unsuccessful, the Consignment will automatically be returned to the Sender.
- Costs for returning a Shipment may be charged to the Sender by GLS. The return costs mentioned in this article vary per product. Please refer to the Rates Brochure for further information.

Article 5 - Returns at the initiative of the Consignee

- Return Consignments within the meaning of this article mean Consignments returned to the Sender at the initiative of the Consignee, e.g. a consumer.
- GLS Netherlands is responsible for delivering Return Consignments to the return address provided by the Sender. If a Return Consignment cannot be delivered, it will be offered again or - if delivery proves structurally impossible - destroyed. Any associated costs, including any storage and processing costs, shall be at the expense of the Sender.
- Return Consignments on the initiative of the Consignee shall only be processed if they meet the conditions set by GLS for that purpose, including but not limited to the agreed return method.
- GLS Netherlands accepts no liability for the contents of Return Consignments. The Sender is at all times responsible for the Consignment and its contents, which he has made available to GLS within the framework of the agreement.

Article 6 - Liability of GLS

- For the liability of GLS under an agreement entered into with the Shipper, refer to Article 11 'Product – Sector Conditions – Regulations – Matrix'.
- Claims will be considered only if the GLS damage procedure is followed.
- GLS is never liable for consequential loss.
- GLS is not liable for any loss, theft and/or damage in relation to Shipments delivered for which the Consignee has granted Deposit permission.

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Article 7 - Rates and Terms of Payment

- For the services it provides, GLS applies the rates and surcharges as set out in its Rates 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.
- When calculating the shipping costs of a Shipment, the weight weighed, the volume weight or the specified weight will be used. If none of these weights are present, a weight of 7 kg will be used.
- For the calculation of the Shipping Costs for a Consignment being sent as an DirectDelivery, DirectDeliveryPlus or EuroDirectDelivery, 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.
- A surcharge will be applied for handling Non-Conveyables.
- If the Shipper provides incorrect or incomplete data required for processing parcels in our systems, GLS Netherlands reserves the right to charge a surcharge. This surcharge is intended to cover the extra administrative actions and/or delays caused by this.
- 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 Rates brochure.
- 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.
- 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.
- If energy prices increase after the agreement is signed, GLS is entitled to charge the Shipper a energy surcharge.
- 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 charges 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

- The Shipper is obliged to provide security upon first request, at any time, for the amounts it owes or will owe to GLS.
- 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.
- Furthermore, the Shipper is not entitled to suspend performance of its obligations under the agreement on any grounds whatsoever.

Article 9 - Prohibited Consignments

- 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).
- 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.
- Parcels weighing more than 32 kg or with a girth exceeding the established limits for sending as parcel may not be sent as parcel. Such parcels will be offered or returned - at additional cost - as Freight consignments.
- GLS is entitled to refuse its services with regard to the Shipments referred to in paragraphs 1, 2 and 3, and if, during the execution of its obligations within the framework of the concluded agreement, it appears that the Sender has not complied with paragraphs 1, 2 and 3, GLS is entitled to suspend its obligations and make the Shipment available to the Sender.
- GLS is not liable for damage and/or loss of Shipments mentioned in paragraphs 1, 2 and 3.
- The mere fact that a parcel is accepted for carriage does not imply that it meets the conditions for shipment as a parcel. The Sender remains responsible at all times for compliance with the stated product specifications, as referred to in paragraphs 1, 2 and 3.

Article 10 - Privacy and Processing of Personal Data

- GLS is committed to respecting and protecting the privacy and security of personal data.
- 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').
- 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.
- 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.
- The Shipper is also required to process personal data in an appropriate and careful manner and to comply with the applicable privacy legislation.
- 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.
- 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

- 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 Shipper.
- 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:
 - Fragile goods, including but not limited to glassware, ceramics and cast iron;
 - Damage to articles in respect of which the maximum dimensions and/or weight indicated in the product specifications are exceeded;
 - Damage caused to hard drives and failure of read/write heads in computers, computer components and printers;
 - Dispatch of multiple parcels/packages/boxes that are bundled together into a single Consignment (not being a pallet);
 - Parcels/packages/boxes of which the girth is more than 3 metres.
- A claim will not be considered until it is submitted in accordance with the applicable procedure.
- Damage is assessed on the basis of the purchase value to the Shipper. Shipper is obligated to GLS to substantiate the purchase value with a purchase invoice. If the Consignment contains repaired goods, GLS will apply depreciation of 25% per year.
- 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.
- 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.
- 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.
- For shipment via an GLS Parcel Locker, the liability of GLS starts at the first scan of the Consignment by GLS. In the case of delivery to an GLS Parcel Locker by GLS, GLS's liability ends with the delivery of the Consignment to the GLS Parcel Locker. The entry of the unique code by the Consignee serves as proof of proper receipt of the Consignment.

Article 12 - Disputes and Applicable law

- The laws of the Netherlands will apply to all agreements with GLS.
- The competent court in the District of Utrecht has exclusive jurisdiction to hear any disputes between the parties that may arise from the agreement.
- 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.
- 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.
- 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.

Product	Applicable sector conditions/ applicable regulations	Liability of GLS in accordance with sector conditions/ applicable regulations	Deviating liability of GLS
DirectDelivery	AVC	€3.40 per kilogram	Not applicable
DirectDeliveryPlus	AVC	€3.40 per kilogram	Max. €500 per package (based on the purchase value of the goods) with a deductible of €50 per package, subject to the exceptions listed in Article 11(2).
EuroDirectDelivery	CMR, AVC applicable as well	8.335DR per kilogram	Max. €500 per package (based on the purchase value of the goods) with a deductible of €50 per package, subject to the exceptions listed in Article 11(2).
GlobalDelivery	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 a deductible of €50 per package, subject to the exceptions listed in Article 11(2).
ExpressDelivery	AVC	€3.40 per kilogram	Max. € 1,000 per package (based on the purchase value of the goods) with a 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	8.335DR per kilogram	Not applicable