

TNT General Terms and Conditions (full version)

Article 1 DEFINITIONS

TNT:	TNT refers to TNT Express Nederland B.V. in Houten, the Netherlands (Chamber of Commerce number 33298857), including TNT's employees, agents and independent subcontractors.
Representatives:	Any person engaged by TNT within the framework of the execution of the contract.
AVC:	The 2002 Terms and Conditions of Carriage (<i>Algemene Vervoercondities 2002</i>), as most recently laid down by the Stichting Vervoeradres and filed at the Office of the District Courts in Amsterdam and Rotterdam.
CMR:	Convention on the Contract for the International Carriage of Goods by Road (Geneva 1956).
Warsaw Convention:	The Warsaw Convention, signed in Warsaw on 12 October 1929, as amended in The Hague on 28 September 1955 and by additional protocols or the Montreal Convention 1999.
Montreal Convention:	Convention for the Unification of Certain Rules for International Carriage by Air, Montreal 28 May 1999.
BW:	The Dutch Civil Code (<i>Burgerlijk Wetboek</i>).
Contract:	The contract between TNT and Sender.
Sender:	The client/contracting party entering this contract with TNT.
Consignee:	The party to which TNT is to deliver the consignment pursuant to the Contract.
Claimant:	Sender or Consignee.
Days:	Calendar days.
Consignment:	The goods offered for transport, including packaging and documentation, by or on behalf of the Sender. Special Drawing Rights, for which the rate of conversion in euros fluctuates.
SDR:	All work, such as special services, unloading, placing into stock, storage, taking out of stock, stock management, order handling, order picking, preparing goods for transport, loading, invoicing, assembly, labelling, information exchange and management with regard to goods, in so far as agreed between Sender and TNT.
Logistic activities:	Consignment of such a nature that this presents a high level of danger for people or goods and is defined as 'hazardous' or 'dangerous' by one or more national and/or international organisations.
Dangerous Goods:	

Article 2 APPLICABLE REGULATIONS

- All work by TNT and contracts are subject to the following conditions:

National transport by road:	AVC;
Air transport:	The Montreal Convention or, if one of the countries concerned has not signed and ratified the Montreal Convention, the Warsaw Convention; Register of Approved Air Freight Agents (<i>Register Erkend Luchtvrachtagent</i>);
International transport by road:	CMR;
Combined transport:	For each stretch, the rules of law applicable to the said stretch (as well as, for the Netherlands, Article 8:40 through 8:52 of the Dutch Civil Code);
Customs activities:	The Dutch Terms and Conditions of Forwarding of the FENEX, last version, filed at the Office of the District Courts in Amsterdam and Rotterdam on 4 January 1999;
Logistic activities:	The P.D. (Physical Distribution) conditions 2000 of TLN, filed at the office of the District Court in Amsterdam (90/2000) and at the office of the District Court in Rotterdam (67/2000), latest version;

with the exception of the choice of forum clauses set out in the said regulations or conditions.

If and insofar as the said conventions, laws and/or rules of law and conditions do not cover the liabilities of the parties to the Contract, these terms and conditions shall apply.

- At the Sender's first request, TNT shall provide a copy of the TNT general terms and conditions free of charge.
- In case of conflict between the above conditions and these General Terms and Conditions the latter will prevail. In case of conflict among the above conditions TNT shall determine which conditions will prevail.

Article 3 OBLIGATIONS OF THE SENDER

- The Sender shall compensate TNT for any damage incurred by TNT because, for whatever reason, the agreed Consignment is not made available to TNT at the agreed place or time.
- If, for whatever reason, no goods whatsoever have been made available to TNT upon the expiry of the term within which the Consignment should have been made available to TNT, TNT shall be entitled to terminate the contract without notice of default being required. The Sender shall pay TNT the freight costs agreed for the transport of the Consignment.
- The Sender shall provide to TNT without delay any information regarding the Consignment and its handling that the Sender can or should be able to provide and with regard to which the Sender knows or should know that this information is relevant to TNT.
- The Sender shall include with the Consignment, in a clearly visible manner, the information to be provided to TNT pursuant to the previous paragraph, either by affixing it onto or including it with the Consignment to be transported, or onto or with the packaging of the Consignment to be transported, in such a manner that under normal circumstances the said information remains legible throughout transport.
- The Sender shall pack the Consignment in such a manner that this can withstand the regular handling and transport methods.
- In the case of Consignments weighing 30 kilograms or more, the Sender must securely attach a clearly legible label with the words 'Heavy' to the outside of the packaging in a clearly visible location.
- In the case of transport within the European Union when the Consignee pays the transport costs, the correct VAT number and that of the Consignee must be given.
- The Sender vouches for any payment to be made by the Consignee or a third party; if the Consignee or such third party refuses to pay the invoice for any reason, the Sender shall pay the invoice, plus an administration charge, within seven (7) days of the invoice being sent.
- For all Consignments, the Sender must have included the correct sales invoice relating to the Consignment (amongst other things, this must correctly state a billing address and applicable VAT number; it must also give a clear and correct description of the merchandise, the General Agreement on Tariffs and Trade ('GATT') code – i.e. the first 6 figures of the Harmonised System ('HS') code – and the correct weight of the Consignment concerned).
- Although not obliged to do so, TNT – using all suitable means, including X-ray scanning – is entitled to investigate whether the information provided by the Sender is correct and complete.
- If, for whatever reason, the Sender has not or only partially complied with the obligations set out in paragraph 3 and paragraph 4 of this article upon the expiry of the term within which the Consignment should have been made available to TNT, TNT shall be entitled to terminate the Contract without notice of default being required. The Sender shall pay the freight costs agreed for the transport of the Consignment.

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12. The Sender shall compensate TNT for any damage incurred by TNT should, for whatever reason, the documents and information to be provided by the Sender, as required for the transport of the Consignment or in order to comply with customs and other formal requirements prior to the delivery of the Consignment, not be properly available. TNT is not obliged, but may, investigate whether the information referred to in the previous paragraphs is correct and complete.
13. If, for whatever reason, the documents and information referred to in paragraph 8 of this article are not properly available upon the expiry of the term within which they should have been made available, TNT shall be entitled to terminate the Contract without notice of default being required. The Sender shall pay the freight costs agreed for the transport of the Consignment.
14. The Sender shall compensate TNT for any excessive damage incurred by TNT resulting from the material made available by the Sender or the Consignment received by TNT for transport or the handling thereof.
15. TNT may at any time and in any place unload, destroy or otherwise make harmless a Consignment, in respect of which the Sender failed to comply, for whatever reason, with the Sender's obligations pursuant to paragraph 3 and paragraph 4 of this article, only in the case that the Consignment constitutes an immediate hazard or threat. TNT shall not owe any damages in respect thereof and the Sender shall be liable for all costs and damages which may arise for TNT from the tendering for transport, the transport or these measures.
16. The Sender is liable towards TNT for any damage to persons, material or other Consignments and the costs arising from inadequate packaging of the Consignment.
17. The Sender shall keep TNT informed of any change in address and/or telephone number(s) (including a change in address or telephone number(s) of the Consignee).
18. TNT shall not be held liable for any damages arising from the Sender not complying with the provisions of the previous paragraph.

Article 4 CONSIGNMENT NOTE

1. The consignment note (electronic or otherwise) must include the following information in a legible manner:
 - a. the name and address of the Sender;
 - b. the name and address of the transporter;
 - c. the place where and date on which the Consignment is accepted for delivery and the place intended for delivery of the Consignment;
 - d. the name, address and telephone number(s) of the Consignee;
 - e. standard information regarding the nature and content of the Consignment, the type of packaging and, in the case of dangerous goods, the generally recognised name; the designation 'sample: no commercial value' is not permitted;
 - f. the number of parcels, their particular attributes and their numbers;
 - g. the quantity of the Consignment, indicated by gross weight or other means;
 - h. the shipment-related costs (transport costs, supplemental costs, customs duties and any other related costs arising between the time of the concluding of the Contract and the delivery of the Consignment), the date and place of payment and the party responsible for paying the costs;
 - i. the instructions required to fill the customs forms and complete other formalities;
 - j. the anticipated intermediate landings, subject to TNT's right to make use of other options, as referred to under Article 5, without such a change in the transportation interfering with its international character, when applicable;
 - k. date and time of delivery;
2. When applicable, the consignment note must also include the following information:
 - a. instruction not to transship;
 - b. the costs to be carried by the Sender;
 - c. the declared value of the Consignment and the amount of the special interest upon delivery;
 - d. instructions given by the Sender to TNT regarding insurance of the Consignment;
 - e. the agreed term for completion of the transport;
 - f. the documents submitted to TNT.
3. The Sender is liable for all costs and damages suffered by TNT as a result of the inaccuracy and/or incompleteness of any of the following:
 - a. the information stated under paragraph 1 of this article under d., e., f., g., h. and i.;
 - b. the information stated under paragraph 2;
 - c. all other information or instructions provided by the Sender for the completion of the consignment note or to be included in the consignment note;
4. TNT and the Sender, and if applicable the Consignee, may include any information in the consignment note which they feel may be useful.
5. Any statement on the consignment note shall be considered to be a unilateral statement on the part of the Sender ('said to contain').

Article 5 POSSIBILITY TO DEVIATE

1. TNT is free to select the route and the means of transport to be used and may change same at its own discretion during the execution of the Contract. TNT is entitled to store the Consignment tendered for shipment for an interim period; in such a case the conditions of transport continue to apply.
2. The conditions agreed continue to apply, unless they are contrary to any provision of a convention.

Article 6 CUSTOMS

1. TNT acts as customs agent, at the expense and risk of the Sender, solely with a view to incoming/outgoing customs clearance of the Consignment. TNT may, with written approval and at the expense and risk of the Sender, appoint a customs agent/broker to carry out incoming/outgoing customs clearance. The Sender and/or the Consignee, at their own cost, shall provide the customs authorities with any additional documentation.
2. All notifications and information provided by the Sender and the Consignee regarding the export and import of the Consignment shall be true and correct. The Sender and/or the Consignee are aware of the risks associated with incorrect or fraudulent notifications regarding the Consignment and its contents, namely the risk of a civil claim/complaint and/or prosecution, with the potential penalty perhaps including the forfeiture and sale of the Consignment. To the extent that TNT assists the Sender at Sender's request to complete the necessary customs forms and deal with other formalities, such assistance shall be provided entirely at the risk of Sender. The Sender and/or the Consignee indemnify TNT in respect of all claims asserted by third parties against TNT in relation to the Consignment.
3. In the event of seizure by the customs authorities of goods that are suspected of infringing intellectual property rights, TNT shall be entitled to provide the competent authorities with the name and address of the Sender and Consignee and to provide information regarding the nature and features of the goods that have been seized. In such case, TNT shall also be entitled to give consent for the destruction of the goods that have been seized if the Sender does not immediately confirm to TNT, at TNT's first request, that the Sender indemnifies TNT in respect of all claims asserted by the holder/holders of intellectual property rights who requested confiscation by the customs authorities.
4. If TNT is required to pay any customs fines, assessments or supplementary assessments in respect of import duties, taxes, fees, penalties, storage costs, or other expenses as a result of action taken by the customs authorities or other authorities, or as a result of any inability on the part of the Sender and/or Consignee to provide the correct documentation and/or to acquire the necessary licence or permit, or to do so in time, TNT shall recover the amounts concerned, together with all judicial and extrajudicial costs incurred, from the Sender and/or the Consignee. The Sender and the Consignee shall be jointly and severally liable for these amounts and cost.

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Article 7 DANGEROUS GOODS, VALUABLE GOODS, PROHIBITED GOODS, RIGHT OF INSPECTION, AIR CARGO SECURITY REGULATIONS

1. Notwithstanding the possibility to agree otherwise separately and in writing, TNT does not accept Dangerous Goods. In all cases of transport of Dangerous Goods TNT shall not be liable for any damages as a result of delay.
2. TNT does not accept goods, the transport, storage or processing of which is prohibited by any law or regulation of the country of origin, destination or of any country of transit, or is excepted as such by TNT.
3. TNT or any authorised authority, including customs, may at any time open the Consignment for inspection.
4. The Sender must ensure, by completing our Consignment note or by tendering a shipment to TNT, that Sender's shipment does not contain a prohibited article as listed in Standard 4.1.1. of the Fifth and if updated, the most recent, Edition of ICAO Annex 17 or other national or international regulations that govern aviation security. The Sender must provide TNT with a complete and accurate description of the nature and content of the shipment on the TNT Consignment note. Shipments carried by TNT may be subject to security screening which could include the use of X-ray equipment and Sender accepts that the contents of the shipment of the Sender may be examined in transit for security reasons.
5. Sender declares that the shipment has been prepared in secure premises using reliable staff employed by Sender and that the shipment has been safeguarded against unauthorised interference during preparation, storage and transportation immediately prior to hand over by Sender to TNT.
6. The following valuable goods must not be sent via TNT's network: precious stones, precious metals, jewellery, cash, negotiable items, unprotected articles of furniture, glass or porcelain, works of art, antiques, or important documents such as passports, marketable securities, depositary receipts for shares and options.

Article 8. LIABILITY

Without prejudice to the other provisions, and subject to the standard agreed limit if applicable, TNT's liability for (partial) loss or (partial) damage of the Consignment is as follows:

International air transport:

If transport was exclusively or partially by air, the Warsaw Convention determines the limit of TNT's liability for missing or damaged goods to a maximum of 17 SDRs per kilo. Also if the Warsaw Convention does not apply directly, TNT's liability shall be deemed to be limited in the manner provided for by the Warsaw Convention, even if the international transport concerned is from or to a country that is not a party to the Montreal or Warsaw Conventions; TNT may unilaterally elect for one or other of the two conventions to apply.

International transport by road:

If transport is restricted to international transport by road, TNT's liability for missing or damaged goods shall be limited to 8.33 SDRs per kilo.

National transport by road:

If transport is restricted to transport by road within the Netherlands, TNT's liability for missing or damaged goods shall be limited to EUR 3.40 per kilo.

1. In all of the above cases, the damages shall be calculated on the basis of the value of the Consignment at the place and time of receipt. This shall be based on the number of kilos of missing or damaged goods as reported on the consignment note, or failing which, the number of kilos invoiced by TNT. Transport costs and other costs incurred by the Sender in relation to the transport of the consignment shall also be reimbursed, fully in the event of loss of the entire Consignment or proportionally in the event of partial loss of the Consignment.
2. The actual value shall be established on the basis of repair, replacement, customs, resale or market value, whereby the lowest value shall apply.
3. In all of the above cases, TNT's maximum liability in the event of delay is limited to the agreed transport costs, provided that the Sender proves that it incurred damage as a result of the delay.
4. TNT shall not be liable for any further damages. TNT is never liable for any consequential or special damage or any indirect damage, of whatever nature.
5. TNT is not liable if the loss, damage or delay is due to:
 - negligence of the Claimant;
 - an instruction of the Claimant;
 - an inherent defect of the Consignment;
 - special circumstances as set out in Article 8.7;
 - in the event of goods being seized by the customs authority because they are suspected of infringing intellectual property rights, with TNT having cooperated in some way with such seizure, including by surrendering the seized goods for destruction.
 - circumstances that TNT could not avoid, and the consequences of which TNT could not prevent.
6. Claimant indemnifies TNT against third-party claims connected to TNT carrying out its duties as stated in the Contract, even in the case that TNT accepts that it has failed to meet its obligations in the fulfilment of the Contract.
7. Special circumstances are:
 - lack of packaging or poor packaging of the Consignment, which by its nature is exposed to loss of quality or damage, or when it is not or improperly packaged;
 - handling, loading, stowage or unloading of the Consignment by the Sender, the Consignee or persons acting for the account of the Sender or the Consignee;
 - the nature of a certain consignment, as a result of which this consignment, due to causes related to its nature, is exposed either to full or partial loss or to damage, especially, but not limited to, as a result of breakage, rust, decay, dehydration, leakage, normal loss of quality or the occurrence of vermin or rodents;
 - incompleteness or inaccuracy in the markings or numbers of the packages;
 - transport of live animals or plants;
 - transport of prohibited or valuable goods as specified in Articles 7.2 and 7.6, even if TNT has mistakenly accepted the relevant Consignment or prohibited or valuable goods;
 - any acts or omissions of the proper authorities, including, but not limited to, customs, police and investigation services, airport or other government authorities;
 - international or local disruption of the transport infrastructure (for example, but not limited to, as a result of terrorism, acts of war, blockades or road closures), war risk, strikes, embargoes, riots, dangers of the air, or extreme nature and weather conditions, such as earthquakes, cyclones, tornadoes or whirlwinds, storms and hurricanes, floods, tidal waves, volcanic eruptions, fire, epidemics, mist, snow, black ice and ice formation.
8. TNT shall perform customs-related activities solely and entirely for the account and at the risk of the Sender. Accordingly, TNT is never liable for damage arising from or related to performance on the part of TNT of customs-related activities.

Article 9 INCREASE OF LIABILITY FOR INTERNATIONAL TRANSPORT

1. An increased limit of liability (ITLL) can be purchased for international shipments for loss or damage to Sender's shipment (non document shipment) subject to the conclusion of a specific agreement to that effect between Sender and TNT.

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On payment by the Sender to TNT of the current charge for the increased limit of liability TNT will increase its limit of liability for loss or damage to the Consignment to 45 Euros per kilogram for shipments of 10 kilograms and above and for loss or damage to shipments below 10 kilograms to 450 Euros per shipment. The maximum that TNT will pay the Sender for the increased limits of liability that the Sender purchases from TNT is 25,000 Euros per shipment.

2. TNT's increased limits of liability do not apply if:
 - TNT's liability is excluded pursuant, in any way, to legislation, regulations or the present General Terms and Conditions;
 - No specific agreement to that effect exists between the Sender and TNT
 - the Sender fails to pay TNT the charge for the increase in the limit of liability;
 - the Sender has purchased from TNT insurance;
 - the Sender gave an incorrect description of the contents of the Consignment on the consignment note;
 - Prepaid Express services are involved;
 - For the avoidance of doubt, ITLL does not cover losses of a consequential nature (see Article 8.4 above) or delays in carriage or where the loss has risen as a result of Senders breach of Senders obligations under the present General Terms and Conditions.
3. ITLL is not available for precious stones, precious metals, laptop computers, plasma screens, jewellery, money, glass, china, objects of arts, antiques, documents or any films, tapes, discs, memory cards or any such other data or image carrying goods. If the Sender sends such goods, TNT recommend that Sender arrange insurance themselves..

Article 10 EMPLOYEES AND REPRESENTATIVES

1. TNT may engage representatives for the performance of the duties referred to in the Contract. TNT takes the responsibility for the acts performed by and the omissions of said representatives in the execution of the work for which they were engaged by TNT, as it takes the responsibility for its own employees.
2. In the event of legal action not based on contract against the aforementioned employees or representatives, pertaining to the work for which they were engaged by TNT, it is stipulated on their behalf that they can invoke all clauses pertaining to exclusion or limitation of liability that are contained in the present General Terms and Conditions.

Article 11 PAYMENT

1. All amounts payable by the Sender to TNT, for whatever reason, shall be paid within seven days of the invoice date, unless prepayment was agreed.
2. If so agreed, upon acceptance of the Consignment the Consignee shall pay the transport costs, the other costs payable in respect of the transport and further costs encumbering the Consignment. If the Consignee fails to pay said costs at first request, the Sender shall be jointly and severally liable with the Consignee for the payment.
3. Invoices are deemed to have been accepted and approved by the Sender if TNT has not received a written objection from the Sender within seven days of the invoice date.
4. If payment has not been made within the term set out in the first paragraph, the Sender shall immediately be in default and shall be obliged to pay interest in addition to the principal as of the due dates of the invoices. The interest shall be 1% per month or part thereof.
5. Any payments shall first be deducted from the interest due and subsequently from the principal.
6. Invoices shall not include a copy of the Proof of Delivery (POD) or other additional documents.
7. Invoices shall be paid in the currency stated in the invoice concerned or otherwise in a local currency with an exchange rate applying as set by TNT.
8. If TNT fails to deliver the Consignment within the period indicated and if such failure is not the result of force majeure affecting the transporter, TNT shall submit an invoice for the services actually provided (for example delivery before noon) and not the amount that TNT initially stated for the service that Sender requested (for example delivery before 9 a.m.)

Article 12 COLLECTION

1. TNT is entitled to charge all judicial and extrajudicial collection costs to the party owing the payment concerned. The extrajudicial costs shall be due as of the time that the person owing the payment is in default. The respective costs of the debtor accounts department of TNT shall also be due as extrajudicial collection costs and shall be calculated based on 15% of the principal owed, with a minimum charge of EUR 70.
2. The account of the attorney, bailiff and/or collection agency involved shall be deemed as proof of the amount of the extrajudicial costs.

Article 13 COMPLAINT HANDLING AND CLAIM PROCEEDINGS

1. Acceptance by the Consignee without written reservation or protest on the receipt creates the presumption that the Consignment was delivered in a good state and in accordance with the consignment note.
2. If the damage or the loss is not apparent and the Claimant fails to provide a written reservation to TNT, stating the nature of the damage or the loss, within seven days of the acceptance of the Consignment, TNT shall also be deemed to have delivered the Consignment in the state in which TNT received it.

Article 14 INSURANCE

1. Sender may purchase insurance from TNT for the full value of Sender's parcel and freight shipment (non document shipment) by completing the relevant box on the consignment note and paying the indicated charge to cover you against 'all risks' of loss and damage during carriage up to a maximum of 25,000 Euros per shipment. This insurance is not available for precious stones, precious metals, laptop computers, plasma screens, jewellery, money, glass, china, objects of art, antiques, documents or any films, tapes, discs, memory cards or any such other data or image carrying goods. If Sender does send such goods TNT recommends that Sender arranges insurance by itself. The aforementioned facility is not available with Prepaid Express services.
2. Sender may purchase insurance from TNT for the reconstruction, reproducing, reissuing or re-printing cost (including the costs of the materials (e.g. paper) plus reasonable labor costs) of Sender's document shipment by completing the relevant box on the consignment note and paying the indicated charge to cover you against 'all risks' of loss and damage during carriage up to a maximum of 500 Euros per shipment. This insurance is only available for documents which are listed on the website of the subsidiary or affiliate or branch of TNT that accepts Sender's shipment for carriage.
3. The above insurance options (14.1 and 14.2) (i) do not cover losses of a consequential nature (see Article 8.4 above) or delays in carriage or where the loss has arisen as a result of Sender's breach of Sender's obligations under these terms and conditions and (ii) are not available for a limited number of countries. For a list of these countries, and/or to obtain further details on the insurance conditions and coverage, please contact TNT customer service center or visit the website of the subsidiary or affiliate or branch of TNT that accepts Sender's shipment for carriage.

Article 15 RIGHT OF LIEN

1. Vis-à-vis any person requiring delivery thereof, TNT has a right of lien on the Consignment and documents that TNT possesses in connection with the Contract and/or prior contracts in respect of all that which is payable to TNT pursuant to the Contract and/or prior contracts.

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Article 16 SET-OFF

The Sender or the Consignee may not invoke any suspension or set-off (compensation) of claims pursuant to the Contract and/or prior contracts against claims against TNT.

Article 17 CANCELLATION AND PRESCRIPTION

1. All claims against TNT pursuant to the present Contract become prescribed on penalty of cancellation:

In the event of air transport:

Within a term of two years, to be counted from the arrival of the Consignment at the destination or the date on which the aeroplane should have arrived or from the interruption of the transport;

In the event of international transport by road:

By the lapse of one year, to be counted from:

- in the event of partial loss, damage or delay: the date on which the Consignment was delivered;
- in the event of complete loss: the thirtieth day after the expiry of the stipulated term or failing which the sixtieth day after the acceptance of the Consignment;

in all other cases: after expiry of a term of three months after the conclusion of the transport contract. In the event of intent or deliberate recklessness of TNT or its representatives or employees, the period of prescription shall be three years.

In the event of transport by road in the Netherlands:

By the lapse of one year, from the day following the day on which the Consignment was delivered or should have been delivered.

2. A written claim does not lead to suspension of the prescription. A partial allowance of the claim shall only stay the prescription for the part of the claim that has been allowed. A written rejection of the claims related to the same matter does not stay the prescription.
3. In the case of a claim being prescribed it shall also no longer be possible to set off the claim.

Article 18 APPLICABLE LAW

Unless subjected by mandatory law to the provisions of a particular convention, all disputes arising out of the Contract are subject to Dutch law.

Article 19 CHOICE OF FORUM

1. The Rotterdam District Court shall have exclusive jurisdiction over all disputes arising from or related to the performance under the Contract.
2. The choice of forum clauses of the conditions under Article 2, paragraph 1 shall not apply.
3. TNT may invoke these General Terms and Conditions if proceedings are instituted against it, for whatever reason and by whatever party. The Sender shall indemnify TNT against any damage TNT might incur should a third party institute proceedings against TNT in respect of the transport of the Consignment.

Article 20 GENERAL PROVISIONS

1. Claimant may institute claims in respect of liability, for whatever reason, only within the limits of the Contract concluded by TNT.
2. On behalf of all parties for which TNT is or may be held liable in respect of any work, on whatever ground, it is hereby stipulated that said persons, as well as those for whom they in turn are or may be held liable, may invoke each limitation of and/or discharge from liability that TNT may invoke pursuant to the present General Terms and Conditions or any other statutory or contractual provision, in the sense of the present General Terms and Conditions.

Article 21 FINAL PROVISION

If any provision of these General Terms and Conditions should prove to be invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid the remainder of these General Terms and Conditions. In the event of conflict with a non-mandatory law or convention the present General Terms and Conditions shall prevail. TNT is bound by other conditions and/or instructions only in so far as expressly accepted and not contrary to the present General Terms and Conditions.