



**TNT EXPRESS TERMS & CONDITIONS
LONG FORM VERSION 2015 – INSURANCE**

TERMS AND CONDITIONS OF TRANSPORTATION SERVICES

1. DEFINITIONS

"TNT"	means TNT Express Worldwide N.V., its group companies, TNT's employees, agents and independent contractors;
"Conditions"	these terms and conditions as amended from time to time in accordance with Clause 2.1.
"Contract"	the contract between the TNT group company that accepts the Shipment (1) and Customer (2) for the supply of Services in accordance with these Conditions.
"Conventions"	means (i) the Warsaw Convention concerning international carriage of goods solely or partly by air (1929), or the Warsaw Convention as amended by the Hague Protocol (1955) and/or the Montreal Protocol No. 4 (1975), or the Montreal Convention (1999), whichever is compulsorily applicable, (ii) the Convention on the contract for the international carriage of goods by road 1956 (CMR), (iii) the Convention concerning International Carriage by Rail (COTIF) or (iv) any national laws implementing or adopting the aforementioned conventions;
"Customer"	the person or firm who purchases Services from TNT or the sender as the case may be;
"Not Fit to Travel shipment"	means goods or documents of whatever nature that have not been packed or not properly packed, are damaged, pose a health and safety risk, could cause damage to other Shipments or TNT's equipment and/or facilities or could be damaged itself due to it being unfit;
"Services"	means the services that are performed by TNT in relation to a Shipment as set out in Clause 2.3;
"SDR"	means a special drawing right; the value of which is linked to a basket of major currencies as defined by the IMF and regularly published in major financial newspapers;



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"Shipment" means goods or documents of whatever nature (whether in bulk or in one or more packages) which TNT has accepted from the Customer for the performance of Services;

2. ACCEPTANCE

2.1 By handing over its Shipment to TNT, Customer accepts these Conditions irrespective of whether Customer has signed the front of the consignment note or not. The Contract shall come into existence when TNT accepts the Shipment. A variation of these Conditions may only be agreed in writing by TNT's authorised officers. TNT shall not be bound by oral or written instructions given by the Customer that conflict with these Conditions.

2.2 Even if the transportation of the Shipment forms part of another type of contract between Customer and TNT, these Conditions apply to such contract.

2.3 By concluding any type of contract with TNT that involves a Shipment Customer agrees that:

- the contract is a contract of transportation of goods by road if the transportation of the shipment actually takes place by road;
- the contract is a contract of transportation of goods by air if the transportation of the shipment actually takes place solely or partly by air;
- the contract is a contract of transportation of goods by sea if the transportation of the shipment actually takes place by sea;
- the contract is a contract of transportation of goods by rail if the transportation of the shipment actually takes place by rail

2.4 Customer agrees that TNT may subcontract the whole or any part of the Contract.

3. DANGEROUS GOODS & SECURITY

3.1. Except in the circumstances referred to in Clause 3.2, TNT does not perform Services regarding goods which TNT considers dangerous goods including, but not limited to, those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions, the International Air Transport Association (IATA) Dangerous Goods Regulations, the International Maritime Dangerous Goods (IMDG) code, the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) regulations or any other national or international rules applicable to the performance of Services regarding dangerous goods.

3.2. TNT may at its discretion accept specific dangerous goods, but only after TNT and Customer have agreed on specific dangerous goods related requirements in that respect. Details of TNT's specific requirements together with the procedure for applying for "approved customer status" are available from the local TNT office and a dangerous goods surcharge will be invoiced to Customer upon acceptance of the Shipment.

3.3. Customer warrants that:



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- 3.3.1. by either completing TNT's consignment note or tendering a Shipment to TNT that its Shipment does not contain a prohibited item as listed in ICAO Annex 17 or other national or international regulations that govern aviation security. Customer will give a full description of the contents of the Shipment on the consignment note, or other accompanying document, and Customer's responsibilities and liabilities are not extinguished by providing this information.
- 3.3.2. it has prepared the Shipment in secure premises using reliable staff employed by Customer and that the Shipment has been safeguarded against unauthorised interference during preparation, storage and transportation immediately prior to acceptance of the Shipment by TNT.
- 3.4. Shipments may be subject to security screening which may require the opening of the Shipment and Customer accepts that the Shipment may be opened and examined at any point for security purposes.

4. EXPORT CONTROLS

- 4.1. Customer assumes responsibility for and guarantees compliance with all applicable export controls laws, including but not limited to regulations and rules that prohibit unauthorised trade in military and other strategic goods as well as services, financial or commercial dealings with named individuals and entities, or regulations and rules that impose conditions under which certain technologies, information, and commodities can be transported to, from, through or over any country which the Shipment may be carried.
- 4.2. Customer guarantees that it will not tender any goods or documents to TNT if Customer or any of the parties involved in such goods or documents are listed on any sanctions programmes, including United Nations sanctions programmes, regional and national programmes implementing and/or supplementing those, as well as parties listed on autonomous measures regulations.
- 4.3. Customer will identify shipments subject to pre-export regulatory controls, and provide TNT with information and all necessary documentation to comply with applicable regulations.
- 4.4. Customer is responsible at its expense for determining export and import licensing or permitting requirements for a Shipment, obtaining any required licenses and permits, and ensuring that the receiver of the Shipment is authorised by the laws of the origin, destination country and/or any country asserting jurisdiction over the Shipment.
- 4.5. Under no circumstances does TNT assume liability for Customer's acts of non-compliance with export control laws, sanctions, restrictive measures and embargoes.



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5. CALCULATION OF TRANSIT TIMES AND ROUTING OF SHIPMENTS

Weekend days, public holidays, bank holidays, delays caused by customs, delays attributable to compliance with mandatory local security requirements or other events beyond TNT's control are not included when TNT quotes door to door delivery times in its published literature. The route and the method by which TNT transports Shipments shall be at its sole discretion.

6. CUSTOMS CLEARANCE

- 6.1. Customer appoints TNT as its authorised agent solely for the purpose of clearing and entering the Shipment through customs. If TNT subcontracts this work, Customer certifies that TNT is the Customer's representative for the purpose of designating an appropriate customs broker to perform customs clearances and entries. If any customs authority requires information or supporting documentation for the purpose of substantiating the content of the import/export declaration, the goods physically presented to customs or TNT's customs clearance status, then Customer will provide the required documentation at its own expense.
- 6.2. Customer guarantees that all statements and information it provides relating to the exportation and importation of the Shipment are and continue to be true and correct, including the actual sender and receiver details. To the extent TNT may voluntarily assist Customer in completing the required customs and other formalities, such assistance will be rendered at Customer's sole risk.
- 6.3. Any customs clearance charges, duties, taxes, penalties, storage charges or other expenses TNT incurs as a result of (i) the actions of customs or other governmental authorities, (ii) Customer's and/or the receiver's failure to provide proper documentation and/or (iii) the obtaining of the required licence or permit will be charged to Customer. Upon TNT's first request Customer will provide a guarantee for any of the duties, taxes, penalties, charges or any other expenses set out in this provision.
- 6.4. TNT will endeavour to expedite all customs clearance formalities for the Shipment but is not liable for any delays, losses or damage caused by interference from customs officers or other governmental authorities.
- 6.5. Customer indemnifies and holds TNT harmless from and against any liabilities or for any costs, damages or expenses, including legal costs and attorney's fees, TNT may incur either to Customer or to anyone else arising out of Customer being in breach of any of its obligations stipulated in this Clause 6.

7. DELIVERY OF SHIPMENT

- 7.1. If TNT is unable to deliver a Shipment because of an incorrect address TNT will make all reasonable efforts to find the correct address. TNT will notify Customer hereof and additional charges may apply.



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- 7.2. Deliveries to post office box numbers are not accepted, except in a limited number of countries (a list is available upon request) and provided that the telephone number of the receiver is provided.
- 7.3. If TNT is unable to complete the delivery of a Shipment for whatever reason, TNT will use reasonable endeavours to leave a notice at the receiver's address stating that delivery has been attempted but not succeeded and the whereabouts of the Shipment. If delivery has not been made after a second attempt by TNT, or the receiver refuses to accept delivery, TNT will use reasonable endeavours to contact Customer or sender (if not Customer) and agree the appropriate next action. Customer agrees to pay TNT any costs it incurs in forwarding, disposing of or returning the Shipment and TNT's charges (if any) for making a third or more delivery attempt and for the agreed appropriate next action. If TNT does not receive Customer's or receiver's instructions within a reasonable period after its second attempt to deliver the Shipment, then TNT may return, destroy or sell the content of the Shipment without any further liability to and at the cost of the Customer.
- 7.4. Customer or the receiver of a Shipment may give special instructions to deliver the Shipment to another location than receiver's address (for example to a neighbouring address or other drop off location) or the receiver may indicate their wish to collect the Shipment from a location approved by TNT. If TNT agrees to these special delivery instructions, additional charges may apply and the following provisions shall apply:
- 7.4.1. the provision of any delivery receipt on which the alternative delivery location is listed shall constitute proof of delivery of the Shipment;
- 7.4.2. TNT shall not be liable for any loss, damage or delay in any way specifically as a result of its performance of Customer's special delivery instructions.
- 7.5. In the event Customer has authorised TNT and TNT has accepted (i) to leave Shipments without acknowledgement of receipt at the indicated delivery address in case there is no person available for signature (i.e. proof of delivery) or (ii) to deliver to letter or locker boxes, the unilateral TNT notice that the Shipment has been delivered shall constitute proof of delivery and as from that moment TNT shall be released from its liability regarding the Shipment.

8. CUSTOMER'S OBLIGATIONS

Customer warrants to TNT that any Shipment complies with the following particulars:

- 8.1.1. the goods have been prepared and packed safely and carefully, according to the nature and size of such goods, to protect against the ordinary risks of transport and closed in such a way that tampering will be noticeable;
- 8.1.2. any goods over 70 kilos will be palletized;



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- 8.1.3. the particulars of the Shipment (including but not limited to number of items, weight, dimensions and general description) as well as the delivery address and contact details of the receiver are fully, accurately, timely and legibly entered on the consignment note;
- 8.1.4. the Shipment is ready for collection and clearly and correctly labelled, if applicable in accordance with any additional measures agreed with TNT, and the labels are securely fixed in a prominent position on the outer surface of the Shipment that can be clearly seen (a heavy weight label is obligatory for any item weighing 30 kilos or more);
- 8.1.5. the Shipment includes the correct invoice related to the Shipment (mentioning correct “bill to” address with applicable Tax ID/VAT number, correct and clear description of the commodity, true value and the first 6 digits of the Harmonised System (“HS”) code) and the receiver’s contact details;
- 8.1.6. the contents of the Shipment are not restricted by IATA, ICAO, IMDG or ADR and are not prohibited by any law, rule or regulation of any country in or over which the Shipment travels, and the receiver is a not a person or organisation whom may not be legally traded with under any applicable laws or regulations; and
- 8.1.7. the value of any Shipment does not exceed 25,000 Euros (unless specifically agreed with TNT up-front).
- 8.2. Customer shall provide TNT on a timely basis prior to the transportation (i) such information about the nature of the contents of the Shipment, (ii) the manner in which the Shipment should be handled and (iii) the precautions that should be taken, all of which Customer knows or ought to know are of importance to TNT.
- 8.3. Customer shall comply with all statutory and legal requirements which are relevant for the proper performance by TNT of the Services. Customer indemnifies and holds TNT harmless from and against any liabilities or for any costs, damages or expenses, including legal costs and attorneys’ fees, TNT may incur either to Customer or to anyone else arising out of Customer being in breach of any of its obligations stipulated in this Clause 8, even if TNT inadvertently accepts a Shipment that contravenes any of Customer’s obligations under this agreement.
- 8.4. Customer agrees that (i) TNT or any governmental authority including customs and security may open and inspect the Shipment at any time and (ii) TNT may at its sole discretion reject a shipment for acceptance if this shipment is considered a Not Fit to Travel shipment or for whatever other reason.
- 8.5. Customer shall indemnify TNT against any claims from third parties who have an interest in the Shipment.



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- 8.6 Customer agrees that TNT cannot disclose its detailed security measures or route details for its shared user network in order to protect its Customers' goods. This also means audits on TNT shared user locations or vehicles are not allowed unless there is a statutory or legal requirement.
- 9. LIABILITY**
- 9.1. Where the Conventions apply or where and to the extent that other mandatory rules of national law apply, the liability of TNT is governed by and will be limited according to the applicable Convention and/or rules.
- 9.2. If the Conventions do not apply for whatever reason, TNT's liability for loss, damage or delay for whatever reason including without limitation breach of contract, negligence, wilful act or default by TNT is limited to:
- 9.2.1. 19 SDRs per kilogram for loss or damage to Shipments transported (partly) by air or other non-road modes of transportation;
 - 9.2.2. 8.33 SDRs per kilogram for loss or damage to Shipments transported by road;
 - 9.2.3. 3.40 Euros per kilogram with a maximum of 10,000 Euros per event or series of connected events for loss or damage in relation to any activities of TNT other than Services; or
 - 9.2.4. the actual charge paid by Customer for transportation of the delayed Shipment provided that Customer has suffered loss.
- 9.3. TNT is not liable for any:
- 9.3.1. indirect, special, economic or consequential loss, including but not limited to costs of any alternative ways of transport, loss of profits, loss of use, anticipated savings, goodwill or loss of opportunity; or
 - 9.3.2. loss or damage arising out of circumstances beyond the control of TNT, such as but not limited to Acts of God, armed hijacks, accidents, acts of public enemies, strikes, embargoes, civil commotions, national or local disruptions in air or ground transportation networks, mechanical problems to modes of transport or machinery, acts or omissions by Customer, a third party or a government official, criminal acts and/or latent defects or inherent vice in the contents of the Shipment; or
 - 9.3.3. fines, penalties, chargeback rates or other financial sums levied against Customer by any third party howsoever arising.
- 9.4 TNT is not in any way bound by the quantity and/or contents of a Shipment as stated by Customer and/or indicated in the consignment note if at the time of offering the Shipment for



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transportation to TNT the goods have been loaded into a container/trailer and/or palletized and/or packaged in such a way that the number of items and/or the contents of the Shipment cannot be checked, or if on loading of the Shipment by TNT no such check can be made and/or checking would appreciably delay transportation, in each case at TNT's sole discretion.

10. DATA

- 10.1 Customer shall be responsible for supplying TNT with up to date and complete data with respect to the names and addresses of Customer's clients to whom and from whom Shipments are to be transported.
- 10.2 Customer acknowledges that on the basis of these Conditions information from the Customer's clients (if applicable) is provided to TNT by Customer, some of which information relates to an identifiable person. Customer acknowledges that TNT has its own responsibility in the processing thereof and shall therefore, together with Customer, be considered as a data controller (or a joint data controller).
- 10.3 TNT may be required to share information, including personal data in relation to the Shipment with the Shipment origin and destination country authorities or transit country authorities for customs and / or security reasons.

11. TIME GUARANTEED PRODUCTS

If TNT fails to deliver time guaranteed products within the time specified and if this failure was not caused by any events set out in Clause 9.3.2 and if Customer notifies TNT of its claim in compliance with Clause [14], TNT will charge Customer for the actual delivery service provided (e.g. before noon) rather than charging the quoted price for the originally requested service (e.g. before 9 am), within the same product category as the service ordered.

12. VALUABLE GOODS

Valuable goods such as precious stones, precious metals, jewellery, money, negotiable instruments, unprotected furniture, glass or china, objects of art, antiques, important documents that include passports, tenders, share and option certificates are not suitable to be sent through TNT's network delivery system. Any such goods sent through TNT's network delivery system shall be at Customer's own risk.

13. INSURANCE

- 13.1. Customer may purchase insurance from TNT for the full value of the Shipment (non document shipment) by (electronically) completing the relevant box on the consignment note and paying the indicated charge for coverage against risk of loss and damage during transportation up to a maximum of 25,000 Euros per Shipment. In this case TNT's liability is limited as provided under Institute Cargo Clause A



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- 13.2. This insurance option is not available (unless specifically agreed with TNT) for precious stones, precious metals, smart phones and watches, tablets, laptop computers, plasma and/or LCD 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 and does not cover (i) losses of a consequential nature, (ii) delays in transportation, or (iii) losses arisen as a result of Customer's breach of any of its obligations under these Conditions. This insurance option is furthermore not available for non-transportation services and for a limited number of countries (a list of these countries can be made available by TNT upon request).

14. CLAIMS PROCEDURE

- 14.1. TNT will only accept the submission of a claim for a lost, damaged or delayed Shipment, or for any other damages, if Customer complies with any applicable Convention and with the following procedure:
- 14.1.1 Customer will notify TNT in writing about the loss, damage or delay within 21 days (i) after delivery of the Shipment, (ii) from the date the Shipment should have been delivered or (iii) from the date Customer reasonably should have become aware of the loss or damage;
 - 14.1.2 Customer must document its claim by sending TNT all relevant information about the Shipment and/or the loss, damage or delay;
 - 14.1.3 TNT is not obliged to act on any claim until its charges have been paid by Customer, nor is Customer entitled to deduct the amount of its alleged claim from TNT's charges;
 - 14.1.4 in order for TNT to consider a claim, the contents of the Shipment and the original packaging must be made available to TNT for inspection.
- 14.2. TNT may assume the shipment was delivered in good condition unless the receiver has noted any damage on TNT's delivery record when the Shipment was accepted.
- 14.3. In case of acceptance by TNT of part or all of Customer's claim, Customer warrants to TNT that its insurers or any other third party having an interest in the Shipment shall have waived any rights, remedies or relief to which they might become entitled by subrogation or otherwise.

15. RATES AND PAYMENT

- 15.1. In consideration of TNT providing the Services, Customer shall pay TNT's charges (including applicable surcharges) in accordance with the rates applicable to the Shipment as set out in TNT's rate card (available on request from any TNT office in the country from which the Shipment is invoiced) or in the relevant contract between Customer and TNT.



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- 15.2. TNT's rates are exclusive of any import duties, export duties, customs clearance charges, Tax ID/VAT on transportation services and any local duties, charges and taxes, as and when applicable. Customer shall reimburse TNT within 7 days of the date of the invoice for any such duties, charges and taxes.
- 15.3. TNT's rates include simple customs clearance formalities and TNT reserves the right to charge an additional administration fee where time-consuming excessive customs related clearance work is needed or needs to be prepared to enable TNT to deliver a Shipment.
- 15.4. In the event the Shipment is not non-stackable at TNT's sole discretion, TNT reserves the right to apply a surcharge to its applicable rates.
- 15.5. TNT's rates are subject to index-linked fuel surcharges and TNT reserves the right to change the fuel surcharge index and table without notice to Customer. Both the amount and duration and type (e.g. ground and air) of the fuel surcharge will be determined at TNT's sole discretion.
- 15.6. Information on surcharges as applied by TNT is available on TNT's (local) website, which website information is leading and overrides any information on surcharges presented in any other form.
- 15.7. TNT charges for either the declared weight of the Shipment or the declared volumetric weight of the Shipment, whichever is the higher, and the volumetric weight is calculated in accordance with the volumetric conversion equation set out in TNT's rate card. TNT may check the weight and/or volume of and/or the number of items within the Shipment and if greater than the declared weight and/or volume and/or number of items, Customer agrees that the actual weight of the Shipment and/or the actual volumetric weight of the Shipment, whichever is the higher, shall be used for the purpose of the calculation of TNT's charges.
- 15.8. All Shipments will be invoiced weekly in arrears from the collection date and Customer shall pay TNT within 7 days of the date of the invoice without withholding, deduction, counterclaim or set off and in the currency stated in the invoice or otherwise in a local currency against exchange rates provided by TNT. TNT's invoices do not include a copy of Proof of Delivery.
- 15.9. TNT reserves the right to charge interest on all late payments at the rate of 6% above the European Central Bank base rate as of the due date until receipt of payment of the relevant invoice. Customer will indemnify TNT for the reasonable cost of collection of such invoices.
- 15.10. Where permitted by law, TNT's standard invoice presentation method is electronic invoicing. If Customer requests to use paper invoicing instead, TNT reserves the right to charge Customer an administration fee for providing this service.



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- 15.11. Customer acknowledges and agrees that TNT has a general lien, in addition to any other right or remedy available to it, on the Shipments in TNT's possession and that TNT has the right to sell the contents of the Shipments and retain the proceeds of sale in settlement of any amounts that Customer may owe TNT.

16. INDEMNITY IN RESPECT OF EMPLOYEES

Customer indemnifies and holds TNT harmless from and against any liabilities or for any costs, damages or expenses, including legal costs and attorneys' fees, TNT may incur either to Customer or to anyone else arising directly or indirectly from the redundancy, selective re-employment or transfer of any employee or former employee of Customer or of any supplier or former supplier to Customer or of any third party which may in any way arise from the commercial relationship between TNT and Customer including but not limited to any liability arising under the European Community Acquired Rights Directive (77/187/EEC, as amended by Directive 2001/23/EC) or national implementing legislation thereof or under any other applicable employment legislation.

17. ENTIRE AGREEMENT AND SEVERABILITY

- 17.1 It is TNT's intention that all terms and conditions applicable between TNT and Customer are contained herein. If Customer wishes to rely on any variations to these Conditions, it must ensure that that is recorded in writing and signed by both TNT and Customer before the Shipment is accepted by TNT for performance of Services.
- 17.2 In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of these Conditions all of which remain in force.

18. GOVERNING LAW AND JURISDICTION

- 18.1. Save as provided by any applicable Convention, disputes arising from or related to these Conditions shall be subject to the laws and the courts of the country where the Shipment is presented to TNT for performance of Services.