

# General Conditions Delivery Service

## 1. Definitions

### CPOST

Cpost International N.V., with its registered office at Willemstad, Curaçao at Waaigatplein 1 under Curaçao Chamber of Commerce number 91524;

### Addressee

The party to which CPOST is to deliver the Item pursuant to the Transport Agreement;

### Item

A transport unit (such as a parcel, a document, a magazine, etc.) handed over to CPOST for transport, intended for an Addressee and accompanied by a Transport Document;

### Transport Agreement

An agreement for transport concluded between CPOST and the Addressee governed by these conditions, which will go in effect upon signature of the Application Form Delivery Service (attached).

### Transport Document

A document<sup>1</sup> (or combination of documents) attached to or enclosed with an Item, specifying the details required for transport thereof, such as the delivery address of the Addressee, email address, ID number, telephone, product and account number.

### Delivery Service

The transportation of an Item to the delivery address according to the Transport Agreement

## 2. Handover conditions

2.1 All Items must be accompanied by a fully and correctly completed Transport Document. The Addressee's name and delivery address in Curaçao must always be stated on the Transport Document.

2.2 The Transport Agreement is initiated by applying for the Delivery Service through:

- a) Completion of the Application Form Delivery Service via [www.Cpostinternational.com](http://www.Cpostinternational.com), or

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<sup>1</sup> For example an airway bill, notification (kennisgeving) etc.

- b) Completion of the Application Form Delivery Service submitted at one of the branches of CPOST. At Branch Groot Kwartier, the submission of the Application must be effectuated at the Customer Service Department.

2.3 The Transport Agreement is completed and therefore binding by completion and submission of the Application Form Delivery Service.

### **3. Refusal, suspension or termination of transport**

3.1 CPOST may refuse, suspend or terminate transport of an item if:

- a) The Addressee fails to comply with the requirements set out by CPOST for acceptance of the Item (with respect to payment, provision, reporting of information, etc.);
- b) It proves impossible to deliver as mentioned in article 8;
- c) Transport of the Item might cause a danger to persons or property; this will at least apply in any case to any instance of transport of goods governed by national or international law or regulations on the transport of dangerous goods;
- d) Transport would be in contravention of the law or other government regulations, or if CPOST suspects that the transport would be in contravention of the law or other government regulations, or
- e) Any form of force majeure occurs (such as natural disasters, strikes etc).

3.2 The Transport Agreement will be terminated if CPOST refuses, suspends or terminates the transport of an Item. Without prejudice to its right to demand compensation for any costs (including additional costs) incurred, CPOST will be entitled to demand payment of the sums due for the transport according article 9.

### **4. Transport Agreement**

4.1 The delivery address may not be changed once an Item has been accepted for transport. Changes can only be made by adjustment of the Application Form Delivery Service.

4.2 Once the Transport Agreement is completed, the Delivery Service will be applicable for all future orders.

4.3 The Transport Agreement can at any time be terminated by written notice.

## **5. Performance of the Transport Agreement by CPOST**

Without prejudice to its right and obligation under the Transport Agreement, CPOST reserves the right to contract third parties to perform all or part of the Transport Agreement.

## **6. Delivery times**

6.1 CPOST aims to deliver the Item to the delivery address within five (5) business days after receipt of the Item at the CPOST premises.

6.2 The delivery will take place from Monday to Friday between 8:00 – 12:00 and 13:30 – 17:00.

## **7. Liability**

7.1 In the event of loss or damage (and in the event of delay) during the transportation from the CPOST premises to the delivery address provided by the Addressee CPOST will be liable.

7.2 CPOST is not liable if the damage, lost or delay is due to:

- a) The nature of the Item, or
- b) Circumstances that CPOST could neither avoid nor avert the consequences of.

7.3 CPOST is not liable for consequential or immaterial damages.

7.4 The Terms & Conditions of Punto Mio apply on any insurance claim.

## **8. Delivery**

8.1 Delivery can only be made by manual delivery to the Addressee. The Addressee can authorize a representative by written notice.

8.2 The Addressee or representative should provide a valid identification and sign for receipt. Delivery is completed upon a signature of the Addressee or the authorized representative. This signature implicates that the Delivery Service has been completed.

8.3 The first delivery attempt will be scheduled upon appointment. If it proves impossible to deliver an Item on the first delivery attempt, a second appointment shall be made. The CPOST storage policy applies.

8.4 If it proves impossible to deliver an Item to the Addressee by the method mentioned in this article, CPOST will retain the Item for a period – commencing on the day that the Item was ready to be delivered - not exceeding seven (7) days at no costs. The Addressee will be notified in

writing that the second delivery attempt has been made and that the Item can be picked up at an indicated CPOST branch. The CPOST storage policy applies.

8.5 CPOST will not retain any Item which is known as or suspected of containing perishables.

## **9. Rates (Sales Tax<sup>2</sup> is not included)**

9.1 The following rates apply for the first attempt:

Services:	Rate
PuntoMio / EuroMio	XCG 15,-
PuntoMio Business / EuroMio Business	Free

Other Services <sup>3</sup> (in kilograms)	Rate
First 20 kilo's	XCG 15,-
Each additional 5 kilo or fraction thereof	XCG 5,-

### **9.2 Re-delivery Charges**

The total charges after the second attempt are:

In cases where the first delivery attempt is unsuccessful due to misinformation provided by the customer, refusal to accept delivery, or the customer's absence during the scheduled delivery time, a subsequent delivery attempt will incur additional charges. The customer will be notified of any applicable fees prior to arranging the re-delivery.

Services:	Rate
PuntoMio / EuroMio	Additional XCG 15,-
PuntoMio Business / EuroMio Business	XCG 15,-

Other Services <sup>3</sup> (in kilograms)	Rate
First 20 kilo's	XCG 26,25
Each additional 5 kilo or fraction thereof	XCG 8,75

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<sup>2</sup> Omzetbelasting.

<sup>3</sup> Rates are based on consolidation of items per delivery.

### 9.3 Failed deliveries

After a second failed delivery attempt, customers will be required to collect their packages at one of our branches and pay all incurred costs. If the customer places a new order, delivery of the new package will be free of charge; however, the customer remains responsible for paying all incurred costs associated with the previously undelivered package.

### 9.4 Outstanding Payments

Customers must settle all outstanding debts related to previous orders or deliveries. Failure to do so will result in the temporary suspension of delivery services, and no new packages will be released or delivered until all outstanding balances have been fully paid.

## 10. Payment

10.1 Payments shall be made upon delivery of the items according to the rates mentioned in article 9. The Addressee is responsible for ensuring correct payment by using a debit card, credit card or business check (Personal checks are not accepted).

10.2 Payments can also be effectuated by authorizing CPOST to charge an on file credit card.

## 11. Procedure for undeliverable Items

If the Addressee refuses to take delivery of an Item or does not collect the Item within thirty (30) days after the last delivery attempt, the Item will be at the disposal of CPOST and becomes its property. The Terms & Conditions of PuntoMio are applicable.

## 12. Applicable law

This Agreement shall be governed exclusively by the laws of Curaçao. All disputes that may arise from this Agreement will be submitted to The Court of Justice in first instance of Curaçao.

## 13. Amendments to conditions

CPOST reserves the right to amend or supplement these conditions. Except where agreed or provided for otherwise, amendments or additions will apply until further notice to all Transport Agreements concluded on or after the date of introduction of such amendments or additions as made known by CPOST.