

# General Terms and Conditions of GLS Belgium NV/SA, GLS Belgium Distribution NV/SA and GLS Belgium NV/SA - Branch of Luxembourg – hereinafter referred to as GLS –

## 1. Application

- 1.1. These General Terms and Conditions (GTC) apply to every transport agreement between GLS and the sender. The transport agreement comprises all activities performed by GLS, in particular the pick-up and delivery of goods and all arrangements for the carriage of goods within Belgium and abroad.
- 1.2. By handing over the goods to be carried by GLS, the sender acknowledges that any transport is subject to the stipulations of the CMR (Convention for the International Carriage of Goods by Road), unless otherwise stated in the present GTC and in the tariff conditions. The application of the Belgian or any other Freight Forwarders' Standard Terms and Conditions is excluded.
- 1.3. The goods, which GLS transports in, to and from Belgium, are divided into 'Parcel' and 'Freight'; both terms and the different types of products are defined in the tariff conditions.
- 1.4. The current GTC and tariff conditions are deemed to be accepted by the sender and the consignee for which the sender is responsible, even when these are in contradiction with his own general terms and conditions and tariff conditions.
- 1.5. Insofar as these terms and conditions have also been drawn up in a language other than Dutch, the Dutch text shall always be decisive in the event of differences.

## 2. Scope of service and hindrances

- 2.1. GLS provides transport services which are carried out by independent carriers. The most economical and fastest transport as possible is achieved through standard operations. The goods are transported as consolidated shipments and – where possible – sorted and transported within the depots and reloading points by means of automatic conveyers. The goods are scanned regularly; date and time are registered.
- 2.2. GLS is not committed to conduct examinations or to execute measures for the conservation or improvement of the goods and their packing.
- 2.3. The pickup of goods will be acknowledged on the documents of receipt provided by GLS.
- 2.3.1. If the sender transfers data to GLS via remote data transmission, the mere transfer of data shall not be deemed as prima facie evidence that the goods listed in the electronic shipping list have actually been consigned to GLS. GLS is not obliged to compare the submitted data with an actual, corresponding inbound scan, unless otherwise explicitly agreed.
- Therefore, failure to notify the sender about discrepancies between the data transmitted and the actual inbound scan (e.g. absence) shall not be construed as acknowledgment of receipt of the respective good.
- 2.3.2. If GLS has to input the data manually, the sender will pay an extra charge per good. The use of the sender's shipment notes will be subject to the prior written approval of GLS.
- 2.3.3. In the event of pick-up by (stand) trailers or swap bodies, the sender is responsible for loading the goods onto the trailer or swap body. He will make sure the goods are stacked in a secure way in order to avoid damage during transport. He will be solely responsible for any damage if the loading was not done in accordance with the conditions foreseen in the applicable laws.
- 2.3.4. In the event of pick-up by trailers or swap bodies or if it is not possible to check the external state of the goods at the moment of the pick-up, GLS shall only be liable for loss or damage once the goods concerned have been registered via inbound scan in the GLS depot.
- 2.4. On working days (except Saturdays), the delivery of goods which arrive in time at the depot for departure is generally carried out within 24 hours within Belgium (estimated time of delivery). Compliance with the estimated time of delivery is neither assured nor guaranteed (except for Express products and services).
- 2.4.1. Any additional attempt to deliver will be charged to the sender.
- 2.4.2. If delivery was not possible at the presentation, GLS will get in touch with the sender or via the notification card left in the letterbox, with the consignee (the same procedure than in article 2.4.6 will be followed). If the sender (or the consignee via the GLS website) fails to provide instructions within 5 working days for Belgium and Luxembourg and within 10 working days for other countries following this notification and the goods are not picked-up during this period, the goods will be returned to the sender at the latter's expense.
- 2.4.3. If the sender (or the consignee via the GLS website) does give instructions, but these instructions prove unfeasible within 10 working days of the receipt of those instructions, GLS will notify the sender in writing and return the goods to the sender at the latter's expense.
- 2.4.4. The sender/the consignee agrees, that – after a first unsuccessful delivery attempt at the consignee – delivery of goods can be carried out with discharging effect against signature of a neighbour of the consignee or of a person present in the business or household of the consignee (alternative delivery), unless, with respect to the specific circumstances, there are well-founded doubts whether the alternative is in the interests of the sender or his consignee. Neighbour is to be defined as a person who lives or works in the same or next building. The sender has the possibility to exclude the alternative delivery, but this can only be excluded for deliveries in Belgium.
- 2.4.5. In case the consignee or the sender granted GLS permission to deposit the goods at the place indicated (when nobody is present), the goods are deemed to be delivered; regarding these goods no claim can be introduced.
- 2.4.6. In case of shipment via a parcel locker, GLS's responsibility starts with the pick-up of the goods by the driver. When GLS delivers the goods in a parcel locker, GLS's responsibility ends with the delivery of the goods in the parcel locker. When the consignee picks up the goods in a parcel locker, the introduction of the unique code is taken as proof of reception and acceptance of the goods. The sender takes into account the dimensions of the parcel locker.
- 2.4.7. If the sender hands over parcels to GLS using the "FlexDeliveryService", i.e. with parallel transmission of the consignee's e-mail address, the consignee after being informed by GLS has the possibility to directly influence the delivery of the parcel. Instructions of the consignee are deemed instructions of the sender in regard to GLS. The parcel is delivered when delivered according to the instructions of the consignee taking into account clauses 2.4.1 to 2.4.5 above.
- 2.4.8. The delivery is carried out when the goods arrive at the first reception point or at the front door of the consignee, which is reachable by truck or van or a place accessible by manual transpallet.
- 2.4.9. In certain countries the delivery is carried out when the goods are delivered in a ParcelShop without the consignee's explicit approval.
- 2.4.10. The sender/the consignee accepts the printout of the digitally available signature of the consignee or, where applicable, the delivery note list signed by the consignee is sufficient, as proof of delivery. In case of FlexDeliveryService, an e-mail to the consignee with the confirmation that delivery occurred according to the instructions given is sufficient as proof of delivery.
- 2.5. For the time of their duration, performance hindrances which are not attributable to GLS, relieve GLS from all obligations whose completion was made impossible through these. The resulting extra costs for GLS in order to carry out the transport order shall be at the expense of the sender.
- 2.6. If necessary, GLS may directly contact the consignee.

## 3. Excluded from transport

The goods listed below are excluded from transport by GLS due to their value or their composition:

- 3.1. - Parcels whose value exceeds 5,000 EUR except for parcels with an All Risk/Add-On Insurance;
- Goods which are insufficiently packed;
- Goods which require special handling (e.g. being particularly fragile or have to be transported upright or only lying on a certain side);
- Glass, when not sufficiently packed to withstand the strain of transport;
- Perishable or temperature sensitive goods, remains, live animals, plants;
- Precious metals and stones, jewellery;
- Watches, objects of art, collector's items and antiques with a value of more than 750 EUR per parcel;
- Goods which possess a low value themselves but whose damage or loss could cause high consequential damages (e.g. volumes with sensitive data);
- Phone cards and prepaid cards (e.g. for mobile phones);
- Titles and documents with monetary value, coins;
- Firearms and essential weapon parts as well as ammunition;

- For parcels, hazardous goods of all kind, except the limited quantities;
- For freight ADR goods class 1 (except for the subclass 1.4 S), class 6.1, 6.2, 7 and 9 (when the goods need to be transported under certain temperature or pressure conditions), ADR goods to be transported to the Netherlands and ADR goods for the Express product are excluded as well;
- Goods whose dispatch would violate applicable laws and regulations;
- Tobacco products, alcoholic beverages and narcotics;
- Personal effects and carnet ATA goods;
- The consignor is not allowed to offer shipments to GLS that contain goods whose shipment is prohibited, e.g. because of their contents, the intended recipient c.q. the consignee or because of the country of dispatch or receipt. The consignor must ensure which behaviours are prohibited or punishable by consulting the relevant laws and regulations and must do so on an ongoing basis so that the consignor is kept informed of any relevant changes. Relevant laws and regulations include any laws, regulations or directives that impose sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities, including without limitation those imposed by the United Nations, the European Union and the EU member states or other laws and regulations whose nature is relevant and applicable.

- 3.2. Goods which exceed the maximum weight, length, height and girth, mentioned in the tariff conditions are excluded.
- 3.3. The sender must ascertain whether the goods are excluded from transport before consignment of goods. GLS exclusively accepts packed goods for transport, which are opened during transport only in statutorily permitted exceptional situations.

- 3.4. If the sender assigns GLS with the transport of goods, which transport is prohibited according to clauses 3.1 – 3.2 and without prior written approval of GLS, the transport shall be effected at the sender's own risk. The sender shall solely be responsible for all damages to his goods and damages suffered by GLS or third parties due to goods consigned contrary to a transport exclusion. He shall be liable for all claims, costs and expenses, including but not limited to expenses for appropriate measures in order to return, if possible, eliminate or avoid danger (e.g. securing, intermediate storage, return, disposal, cleaning, etc.). GLS can only be held liable for damage to or loss of excluded goods, when the sender has informed GLS in advance about the content and the value of the goods and the Managing Director of GLS has expressly given his written consent to this effect. Individual labels or signs which are affixed to the goods and which indicate a composition according to clauses 3.1 – 3.2, shall not be sufficient to alert GLS to a consignment contrary to a transport exclusion. Consent of a carrier or its agents or a tacit acceptance of goods does not represent approval of GLS.

## 4. Europallets

- 4.1. Europallet-management is only possible when agreed between parties. In such case, GLS can only be held liable for exchange or recovery of Europallets within the Benelux, if the sender pays a fee for the management of his Europallets. Besides, the sender needs to demonstrate the number of Europallets transferred to GLS. The exchange is limited to ground pallets.
- 4.2. The exchange does not occur for countries outside the Benelux, except for France and Germany and this only for shipments of maximum 3 Europallets. It is important that exchange of Europallets is immediately done at the consignee at the moment of delivery. In case no exchange is possible, GLS will not foresee any exchange with the sender (the surcharge is still payable).
- 4.3. In all other cases and for any other type of pallets, GLS cannot be held liable for the exchange or recovery of the pallets transferred to GLS.
- 4.4. In the event that the consignee cannot exchange Europallets at the moment of delivery, GLS will not foresee any exchange and these Europallets will not be returned to the sender.

## 5. Sender's Obligations

- 5.1. Each good must contain or be carried out with the duly completed documents filled out by the sender and approved by GLS. The sender shall be liable for the consequences (also related to the invoices) of any errors in their completion. The sender shall ensure, when handing over the good, that only a single and GLS approved label is attached to the largest side of the good and is easily visible. A label number used should be unique. Used labels, addresses or miscellaneous old signs must be removed. When the label is missing or not properly fixed and GLS has to (re-)label the goods, the sender will pay an extra charge per label.
- 5.2. If goods arrive without any order for delivery (via EDI or written pick-up note), GLS will get in touch with the sender – when identification of the sender is possible – the next working day. If the sender fails to give instructions within 5 working days following the notification, the goods will be returned to the sender at the latter's expense.
- 5.3. The sender is responsible for a proper, and with regard to the scope of service, sufficient inner and outer packaging, which withstands the strain of transport, whereby the packaging must ensure that on the one hand the goods themselves are protected against loss and damage and that on the other hand persons carrying out the transport and other goods transported are not endangered. The packaging must in particular ensure that access to the good's content is not possible without leaving a clear trace on the outside of the good. The packaging guidelines of GLS will assist the sender in this matter (see [www.gls-group.eu](http://www.gls-group.eu)).
- 5.4. Transport orders for abroad must include the appointment of GLS to administer customs clearance, if clearance is necessary. It is the responsibility of the sender to submit all documents required for the customs clearance to GLS without request. The sender shall be charged with the costs for customs clearance. If export goods are returned, additional costs for further freights, customs, taxes or other contributions will be charged to the sender, unless GLS is responsible for the return.
- 5.5. Ex Works consignments will not be accepted.
- 5.6. At the termination of the transport agreement and after payment of any due amounts, the remaining goods will be sent back to the sender at the latter's expense.

## 6. COD (= Cash on Delivery) Consignments

- 6.1. GLS provides COD service, i.e. the possibility to deliver goods subject to payment in cash or check on delivery (subject to the stipulations hereunder). If several COD parcels are handed over to GLS on the same day for transport (to the same consignee), every parcel has to be declared separately as a COD-parcel.
- 6.2. GLS guarantees the reimbursement of the COD amount to the sender up to a maximum of 3,750 EUR per day and per consignee for Belgium and up to a maximum of 1,900 EUR per day and per consignee for GD Luxembourg (i.e. no financial guarantee on the whole amount for COD consignments exceeding 3,750 EUR for Belgium and 1,900 EUR for GD Luxembourg) and up to a maximum of 10,000 EUR per sender (i.e. no financial guarantee on the whole amount for COD consignments exceeding 10,000 EUR) for all deliveries made during any ten calendar day period. If, on one and the same day, the total COD consignments to the same address from whatever sender amount to a sum equal or higher than 3,750 EUR for Belgium or 1,900 EUR for GD Luxembourg, the consignee must pay with a certified check which includes the total amount of all COD consignments for that day together. GLS is entitled at any time not to warrant the financial guarantee for certain senders, shipments or consignees. The above financial guarantee does not apply to the product 'FreightSolution', to consignments to destinations outside Belgium and GD Luxembourg or to 'Express' shipments.
- 6.3. The option of COD consignments is only open to regular GLS customers, who have obtained a GLS customer number.
- 6.4. If GLS has to make a delivery to a consignee who has issued bad checks before, GLS is entitled to demand cash payment or a certified check upon delivery. If the consignee does not pay in cash or with a certified check, the consignment will be returned to the sender at the latter's expense.
- 6.5. The COD amounts must be entered on the appropriate designated GLS form. If data are transferred via remote data transmission, the amount being submitted electronically shall be binding. If the COD amount is indicated in digits and in words, the digits prevail.
- 6.6. For every COD good an additional fee will be charged.
- 6.7. Payments in cash are limited to 3,000 EUR or if the price is equal to or higher than 3,000 EUR, the payment in cash is limited to 10% of the price, with a maximum of 3,000 EUR. This limitation is applicable regardless of whether the sale or the service performance takes place in one transaction or via multiple transactions between which there seems to be a connection. The sender shall be liable for all costs and fines due to the non-respecting of this rule.

- 6.10. GLS does not accept 500 EUR bank notes for payments.
- 6.11. The use of bills of exchange is not permitted.
- 6.12. Reimbursement of COD amounts will be settled at the moment of the GLS' invoices and will be automatically set off against outstanding invoices.
- 6.13. Any COD service offered to the sender of the COD consignment are offered on the basis and understanding that GLS will act as the sender's cash collection agent only and GLS does not have the authority to bind the sender, or to conclude an agreement with the recipient of the COD consignment on behalf of the sender. The sender shall perform its anti-money laundering obligations as required by applicable law and/or regulation.

## 7. Transportation fees, Reimbursement of Expenses and Payments

- 7.1. The prices and surcharges agreed between GLS and the sender apply. Instructions to transport a good to another destination and the transport of goods (pallets excluded) which cannot be sorted automatically are charged to the sender according to the respectively valid price table. If a good has to be returned to the sender for reasons not attributable to GLS, GLS invoices the sender once more with the transportation fee (see also article 2). The cancellation of an order may be charged. If the waiting time before the pick-up or delivery of the goods is more than 20 minutes, GLS can invoice the sender a surcharge per started quarter.
- 7.2. Invoices of GLS are to be paid within 15 days from the invoice date and without deduction. The charging of counterclaims by the sender/addressee is forbidden. Invoices of GLS which are not protested within 15 days of the date of the invoice shall be considered as definitively accepted. GLS is authorized to adapt its prices and tariffs per January 1st of each year.  
If the sender fails to pay any amount due within 15 days, he shall have to pay – without any prior notice – in addition to the invoice, an interest equal to 10 %, starting on the due date of the invoice(s) up to and including the day of actual payment and an indemnity of 10% of the amounts due with a minimum of 50 EUR, all this without prejudice to the collection costs established by the law of 02.08.2002. Every month started will be considered a complete month.
- 7.3. In case of a sender not executing his obligations, including failure to respect the payment terms for any reason, GLS is free to stop its services and to demand immediate payment of all invoices, even those not yet overdue, without prior notification or legal proceedings and without prejudice to the compensation. GLS is also free to exercise a lien on all the goods and documents it holds and this to cover all amounts the sender is or shall be due.
- 7.4. GLS has the right to send e-invoices to its senders.
- 7.5. If costs or charges have to be paid by a foreign consignee, or were caused by him, then the sender has to substitute the charges to GLS which were not settled by the foreign consignee upon the first request.
- 7.6. Unforeseeable and/or extraordinary increases of costs that are based upon legal regulations or laws (e.g. motor vehicle taxes) shall entitle GLS to adjust the stipulated prices accordingly.

## 8. Liability

- 8.1. The liability of GLS is in any case limited to the limits of the CMR Convention (= Convention for the international carriage of goods by road). GLS can – within the limits of the CMR Convention – be liable for loss or damage of goods in its custody up to the amount of 8.33 Special Drawing Rights (SDR) of the International Monetary Fund per kg of the gross weight of the lost or damaged part of the goods. For some products GLS can – within the limits determined in the tariff conditions – accept a higher responsibility but only in case GLS has given its specific approval explicitly and in a written form.  
GLS is not liable for consequential damage or loss, e.g. losses or damage of a purely commercial nature like loss of turnover or earnings, missed profits, cost of replacements or losses attributable to delay in customs clearance or airfreight completion, without this list being limitative.
- 8.2. Declarations of an amount of a special interest in delivery or declarations of a special value of a good, which give rise to an increase of the above mentioned limitation of liability according to art. 24 or art. 26 CMR Convention, will not be accepted.
- 8.3. If GLS offers and the sender orders the so-called "*Pick&ReturnService*" or the "*Pick&ShipService*" respectively (pickup of the goods at a third party and consequent dispatch to the sender respectively another, third consignee), GLS shall not be liable for the completeness and intactness/damage of the contents of the collected goods. If GLS offers and the sender orders the so-called "*ExchangeService*" (delivery of goods with simultaneous pickup of return goods), GLS shall not be liable either for the completeness and intactness/damage of the content of the return goods.
- 8.4. Claims for an amount under 50 EUR are not accepted.
- 8.5. GLS cannot be held liable for any damage other than to the goods.

## 9. Insurance and All Risk/Add-On Insurance (Freight)

- 9.1. The insurance agreements signed by the sender cannot be opposed against GLS.
- 9.2. The sender can insure his goods by declaring the value to be insured under the All Risk or Add-On insurance cover which GLS has contracted with its insurer. If the sender wants to make use of the All Risk or Add-On cover, clear and unambiguous instructions must be given at least one working day prior to the shipment. An additional cost consisting of premiums, fees and taxes will be charged to the sender for each shipment to be insured; the insurance rates are described in the tariff conditions. The insured value is limited to the sales value, excluding VAT. The maximum amount what can be covered by this All Risk or Add-On Insurance is 25.000 EUR per parcel and 50.000 EUR per consignment (with a maximum of 250.000 EUR per pick-up address and 1.000.000 EUR per vehicle). If the insured amount is less than the value of the goods, damages will be reduced proportionally.
- 9.3. GLS is entitled to exclude certain goods and/or senders from the All Risk or Add-On insurance at any time.
- 9.4. The All Risk or Add-On insurance is only available for regular GLS customers who have obtained a relation number.
- 9.5. Upon payment of the premiums, fees and taxes, GLS offers tailor made insurances (Freight and Parcel) at the request of the sender.

## 10. Procedure for reimbursement

- 10.1. In the event of damage or full or partial loss it is essential that the rules in these GTC are strictly observed; if not, the sender may forfeit all rights to damages.
- 10.2. In case of visible damage or loss, a detailed and complete qualification must be noted by the consignee on the consignment note before signing for receipt of the goods.
- 10.3. Invisible damage however must be notified by registered letter to GLS immediately after noticing and within 7 working days (including Saturdays) following the delivery of the goods.
- 10.4. Late complaints will not be taken into account. The claim file must be submitted as soon as possible.
- 10.5. The sender shall produce objective proof of the damage or loss claimed to GLS.
- 10.6. The sender has 20 calendar days to submit one of these documents to GLS. After a first reminder by GLS and without response within the 10 following calendar days, the claim file will be automatically closed.
- 10.7. When the sender asks for damaged goods the reimbursement of the value of the goods, parties accept that the damaged goods can be claimed by GLS, before settlement of the claim. GLS may dispose of the goods, in order to try to reduce the amount of the claim. When these goods are no longer available via the sender, the claim will be dropped.
- 10.8. The sender shall by no means invoke loss or damage in order to suspend, totally or partially, the payment of the amounts due to GLS.
- 10.9. Goods will only be returned to the sender at his expense – even when damaged.
- 10.10. If damage to goods is discovered at the GLS premises, GLS will notify the sender and wait for his instructions (meaning (1) the return of the goods to the sender, (2) presentation to the consignee or (3) new delivery address; in the three cases the sender will bear the expense). If the sender fails to give instructions within 5 working days (excluding Saturdays) the goods will automatically be returned to the sender at his expense.

## 11. Reimbursement of Expenses

If the sender instructs GLS to receive incoming goods or to import a good arriving from abroad, GLS has the right, but not the obligation to advance freight charges, cash on delivery fees, customs, and taxes as well as any other charges or expenses and request refunding from the sender.

## 12. Exclusion of Further Claims of the Sender

GLS cannot be made liable for fines, which the sender is obliged to pay to third parties.

## 13. Prescription of Claims

All claims against GLS will elapse after one year. The prescription period will be calculated either from the date of delivery of the goods or, if the goods were not delivered, from the end of the day, on which the delivery should have been carried out.

## 14. Duration and termination

Unless the parties agree otherwise in writing, the contractual relationship between the sender and GLS shall be indefinite. It may only be terminated subject to providing 6 months minimum notice by means of a registered letter.

## 15. Confidential Information

Sender and GLS will make sure that all information supplied by one party to the other party which the other party knows or should reasonably know to be of a confidential nature shall be treated as confidential information. The party who receives the confidential information undertakes to use this information only for the purpose for which it is supplied.

## 16. Privacy and processing of personal data

- 16.1. GLS takes data protection seriously. GLS processes personal data provided in the context of the agreement for the execution of the agreement and for the proper provision of services. GLS processes personal data in accordance with the General Data Protection Regulation. In this context GLS has drawn up a privacy statement, which can be found on its website. This privacy statement forms an integral part of these GTC.
- 16.2. The personal data processed by GLS shall be kept as long as they are necessary for the processing purposes elaborated in the privacy statement and no longer than legally permitted.
- 16.3. The Sender is also obliged to process personal data in a proper and careful manner and to comply with the applicable privacy laws and regulations.
- 16.4. In the event of requests and/or complaints from data subjects and/or supervisory authorities, in the event of discovery of a possible breach in connection with personal data ('data breach') or in the event of obligations to share personal data with third parties and/or obligations otherwise in the context of privacy, the Sender shall, if these matters also concern GLS, inform GLS of this as soon as possible, but no later than 36 hours.
- 16.5. The Sender shall inform consignees of the transfer of their personal data and shall indemnify GLS against all claims, fines and/or costs arising from the Sender's failure to comply with applicable privacy laws and regulations.

## 17. Publicity

GLS is authorized to publicly refer to the existence and content of the agreement for marketing and/or publicity purposes.

## 18. Written form

Supplementary agreements and divergent agreements require the written form.

## 19. Severability/Jurisdiction

- 19.1. If any provision of these GTC should be invalid or non-enforceable, this shall not affect the validity and enforceability of the remaining provisions.
- 19.2. All agreements under these GTC are subject to the Belgian law.
- 19.3. Disputes arising from the contract of carriage fall under the sole competence "*ratione loci*" of the Brussels Courts. GLS may also, if it so wishes, petition any other competent court "*ratione loci*" in order to take cognizance of the dispute.
- 19.4. When the sender has completed the internal complaints procedure and when he is not satisfied with the answer of GLS, the possibility exists for the sender to address him to the Ombudsman of the Postal Sector.
- 19.5. These GTC are valid for all shipments sent since 1 January 2020.