

General Terms and Conditions.

Article 1.

Definitions.

Unless expressly stated otherwise or the context dictates otherwise, the following terms have the meanings given below.

1. Additional delivery options:

additional delivery options that may be selected by the Customer in relation to the transport of the Shipment, including but not limited to:

- a. selecting the delivery day;
- b. morning delivery;
- c. evening delivery;
- d. collecting the Shipment at the Carriers' location.

2. Additional shipping options:

Additional shipping options that may be selected by the Customer in relation to the transport of the Shipment, including but not limited to:

- a. insured delivery;
- b. delivery to the Addressee only;
- c. signed-for delivery upon receipt;
- d. no-answer return;
- e. large parcel shipment;
- f. 18+ age check.

3. General Terms and Conditions:

[myparcel.nl](https://www.myparcel.nl)

4. Cooling-off period:

the period in which the Customer can make use of the right of withdrawal to which they are legally entitled.

5. Order:

an order for one or more products and/or services registered in the Customer's name through the website.

6. Services:

the services, as described on the website and known through the platform and/or a plug-in, including but not limited to:

- a. offering the option to create and print shipping labels using the platform and/or a plug-in, purchasing additional shipping options and additional delivery options and initiating the shipping process relating to the Shipments (the '**Shipment service**');
- b. offering the option to send a Shipment on pallets (the '**Pallet service**');
- c. offering the option to send an odd-shaped Shipment (the '**Bulk service**');
- d. offering the option to send a Shipment to be collected from the Customer for shipment (the '**Collection service**');
- e. handling Shipments returned by the Addressees (the '**Returns Service**');
- f. handling customer enquiries ('**Customer Service**').

7. Excess:

the amount determined by the Customer that the Addressee owes if a Shipment is returned through the Returns Service.

8. Addressee:

the person to whom the Shipment must be delivered.



9. Hazardous substances:

hazardous substances as specified in the latest version of the technical instructions of the International Civil Aviation Organisation (ICAO), the dangerous goods regulations of the International Air Transport Association (IATA), the International Maritime Dangerous Goods Code, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) or other national and international laws or regulations applicable to the carriage of and/or provision of services relating to dangerous substances..

10. Personal link:

a link from MyParcel that is tailor-made for the Customer, so that part or all of the functionalities of the platform can be used from the Customer's webshop.

11. Customer:

any natural or legal entity that enters into an Agreement with MyParcel.

12. Customer link:

A link that can be created by the Customer on the basis of the instruction as published on the platform, so that part or all of the functionalities of the platform can be used from the Customer's webshop.

13. MyParcel:

The trade name of DM Productions B.V., which has its registered office in Hoofddorp, on Antareslaan 31 te (2132 JE) Hoofddorp, is registered in the Commercial Register of the Chamber of Commerce under number 34099758, and is a user of these General Terms and Conditions.

14. Right of withdrawal:

the option for the Customer to renounce the Agreement within the cooling-off period.

15. Order:

every order from a Customer to MyParcel for the delivery of a Service.

16. Parties:

MyParcel and the Customer jointly.

17. Peak period:

a certain period in a calendar year in which the carrier is offered substantially more Shipments per day than the average number of Shipments per day calculated over a calendar year.

18. Platform:

online platform accessible to the Customer through the website, where a Customer can purchase the Services.

19. Plug-in:

software that ensures that part or all of the functionalities of the Platform are available from various online shopping platforms. This software may have been developed by MyParcel ("**Own Plug-in**") or by the operator of a online shopping platform ("**External Plug-in**").

20. Product:

a product that can be ordered by the Customer through the website.



21. Agreement:

The agreement concluded between MyParcel and the Customer after the Customer has registered through the Platform and as soon as the Customer has been approved by MyParcel, including the present General Terms and Conditions. Under this Agreement, the Customer may issue Orders.

22. Track & Trace notifications:

notifications about the status of the Shipments.

23. Prohibited goods:

Goods (i) that are prohibited from being transported by international or national laws and/or regulations (including rules of international organisations); (ii) for which a Carrier has not obtained the necessary license, authorisation or other form of consent; and/or (iii) which, as a matter of public knowledge, may be assumed to be dangerous or illegal in the country of origin, destination and/or any third country through which the goods are transported.

24. Carrier:

the person who provides the transport of a Shipment.

25. Shipping label:

a label containing the transport specifications, such as the address details of the Addressee, the address details of the sender and a barcode.

26. Shipping materials:

materials for the shipment of Shipments that MyParcel delivers to the Customer under the Agreement, such as labels and packaging materials.

27. Website:

The www.myparcel.nl website, or any other domain name managed by MyParcel.

28. Shipment:

a transport unit such as a package, letterbox parcel or pallet intended for an Addressee and provided with a Shipping Label.

Article 2.

Applicability of General Terms and Conditions.

1. These General Terms and Conditions apply to the Agreement, the Orders and any other legal relationship between MyParcel and the Customer.
2. The applicability of any purchase or other general or other terms and conditions of the Customer is expressly rejected.
3. Insofar as MyParcel offers the Customer the option to send Shipments, this is an agreement for the transport of goods within the meaning of Article 8:20 of the Dutch Civil Code (“**BW**”). The following then also apply:
 - a. *National road transport:*
the General Conditions of Transport 2002 (“**AVC**”), always the most current version thereof as published by Stichting Vervoeradres (Foundation Vervoeradres) and filed at the registry of the courts of Amsterdam and Rotterdam;



- b. *International road transport:*
the Convention on the Contract for the International Carriage of Goods by Road, in the version ratified by the Netherlands (“**CMR**”);
 - c. *Air transport:*
The Warsaw Convention of 1929 or the Warsaw Convention as adapted by the Hague Protocol (1955) and/or the Montreal Protocol No 4 (1975) or the Montreal Convention (1999) (“**Air Transport Treaties**”).
4. If the provisions in these General Terms and Conditions are contrary to the provisions of the AVC, non-mandatory provisions in the law or in the treaties referred to in the third paragraph, the provisions in these General Terms and Conditions will prevail.

Article 3.

Registration, Agreement and Orders.

1. In order to use the Services, the Customer must register through the Platform.
2. All information provided by the Customer to MyParcel during the registration process must be correct and complete.
3. Upon registration, the Customer creates a login name and code. The Customer must treat this login name and code confidentially and with care and must only disclose it to authorised staff members. MyParcel is never liable for the consequences of unauthorised use of the Customer’s login name and code.
4. The Customer declares to be in agreement with the receipt of all relevant communications under the Agreement at the email address provided by the Customer.
5. MyParcel cannot provide Services to a Customer who already has a transport agreement or similar agreement with a company within the group to which PostNL N.V. belongs, unless the Parties agree otherwise and the specified PostNL company agrees.
6. After the Customer has completed the registration process through the platform (in which the Customer learns about and agrees with these General Terms and Conditions), and as soon as the Customer has been approved by MyParcel, an Agreement will be concluded. Under this Agreement, the Customer may issue Orders.
7. Orders are given by the Customer through the Platform or through the Customer’s own webshop (if a Plug-in is installed, there is a Customer link or customised link).
8. The procedure for placing an Order is as set out below:
 - Step 1.*
Click ‘Add to basket’ next to the desired Product and/or Service.
 - Step 2.*
Click ‘Continue shopping’ if you want to order more Products and/or Services. When you want to complete your order, click ‘Continue to checkout’.



Article 4.

Website, platform, plug-ins and links.

Step 3.

You will then be asked to enter your billing address, select the shipment method and your preferred payment method. Finally, you need to check the details of your order and, if they are correct, click 'Place your order'.

Step 4.

After completion of the payment, the Order will be final.

Step 5.

Within a few minutes you will receive an order confirmation by email. If you do not, contact Customer Service department.

9. To the extent that different or additional conditions apply to ordering, delivering and/or returning specific Products offered through the website, this will be explicitly stated.
10. MyParcel reserves the right to refuse an Order for reasons of its own or to set further conditions. This may include the inability of the Customer to meet their payment.

1. MyParcel will make every effort to keep the website, platform and its own plug-ins and other links it develops (personal links) available for use 24 hours a day, but cannot give any guarantee in this respect. MyParcel is not responsible for keeping available external plug-ins, customer links and/or other software, applications or links developed and/or realised by third parties.
2. MyParcel is entitled to temporarily suspend the use of the website, platform, plug-ins, other software, applications and/or links for maintenance purposes.
3. MyParcel is not obliged to support external plug-ins and/or other software, applications and/or links developed or realised by third parties.
4. MyParcel will take appropriate security measures to protect the website, platform, plug-ins and/or other links against the risks of unauthorised access to or modification, destruction or loss of the data entered by the Customer through the website, platform, plug-ins and/or other links, but MyParcel cannot give any guarantee in this respect.
5. The website, platform, plug-ins and/or other links may contain technical and/or typographical errors. The Customer cannot derive any claims from this.
6. The Customer undertakes to use the website, platform, plug-ins and/or other links exclusively for the purpose for which they are intended.



Article 5.

Offers.

1. All MyParcel offers are obligation-free, unless otherwise indicated.
2. MyParcel is not bound to its offer in the event of printing, typesetting, price, calculation or programming errors in its offer, in a quotation, in mailings, on the website, on the platform, in plug-ins or in other forms of communication and publicity.
3. If the approval deviates (on minor points) from MyParcel's offer, MyParcel is not bound to it. In that case, no Order will be established in accordance with the deviating acceptance.
4. A combined quotation does not oblige MyParcel to perform part of the Order for a corresponding part of the quoted price.
5. Offers made do not automatically apply to future Orders.
2. MyParcel makes every effort to meet the terms it uses, including, but not limited to, the term of delivery of a Shipment or the transmission time of a Shipment. However, these terms are indicative and never final. If one or more of these terms are exceeded, MyParcel will not be in default.
3. MyParcel is only obliged to (further) perform the Services if the Customer has provided the data and information requested by MyParcel, in the form and manner desired by MyParcel, and if the Customer complies with the instructions and/or (offer) conditions for the Services to be delivered, as announced by MyParcel on the website, through the platform and/or via the Customer's own webshop (if a plug-in has been installed, there is a customer link or personal link).
4. MyParcel has the right, during the performance of the Services, without notice to the Customer, to engage third parties, purchase goods from third parties, purchase services from third parties and have the Services carried out in whole or in part by third parties and to pass on the costs associated with this to the Customer. In this context, MyParcel is dependent on the services of one or more carriers for all or part of its Services.

Article 6.

Performance of the Services.

1. MyParcel will perform the Services to the best of its knowledge and ability and as a careful service provider.
5. If a carrier provides Track & Trace notifications to MyParcel, MyParcel can in turn provide Track & Trace notifications to the Customer. MyParcel does not guarantee the accuracy of Track & Trace notifications. The Customer cannot derive any claims from Track & Trace notifications.



Article 7.

Returns service.

1. If the Customer wishes to make use of the Returns Service, the Customer will issue an Order through the platform or through the Customer's own web-shop (if a Plug-in is installed, there is a Customer link or customised link). As soon as this Order has been issued, MyParcel will send an email to the Addressee's email address provided by the Customer containing a URL that refers to a web page on which the Addressee can print a shipping label.
2. A Shipment provided with a shipping label as referred to in the first paragraph can only be returned by the Addressee if the instructions and/or offer (conditions) of MyParcel and/or the Carriers are observed or respected. The Customer is responsible for compliance with the instructions and/or (offer) conditions by the Addressee.
3. As soon as the Consignee presents the Shipment with the shipping label to the carrier for return, the costs related to the return of the Shipment by MyParcel will be charged to the Customer.
4. In addition, MyParcel will charge the Addressee for the excess. The excess will be paid to the Customer within 30 days after receipt or, at the discretion of MyParcel, will be offset against any other claim of MyParcel against the Customer.

Article 8.

Delivery of shipping materials.

1. MyParcel will have the shipping materials delivered to the address provided by the Customer.
2. MyParcel makes every effort to comply with the agreed term for the delivery of the shipping materials. However, the specified delivery period is not a final deadline. If the specified delivery period is exceeded, MyParcel will not be in default and the Customer is not entitled to claim damages.
3. The Customer is obliged to accept the delivered shipping materials. If the Customer fails to do so, the costs incurred as a result, such as the costs of storage, will be payable by the Customer.
4. Any shipping costs relating to shipping materials delivered to the Customer will be charged separately to the Customer.
5. Upon receipt of the shipping materials delivered by MyParcel, the Customer must immediately determine whether the shipping materials are damaged or unsuitable for the purpose for which the shipping materials were delivered, and the Customer must report this within 14 days after receipt. Subject to the Customer's timely notification referred to above, the Customer accepts the shipping materials in the condition that they are in at the time of delivery, with all visible and invisible defects.



6. MyParcel will make every effort to execute the accepted Orders promptly. If the delivery is delayed or if an Order cannot or can only partially be executed, the Customer will be notified no later than one month after the Order was placed. In that case, the Customer has the right to terminate the Agreement free of charge.
7. In case of termination in accordance with the previous paragraph, MyParcel will refund the amount paid by the Customer as soon as possible, but at the latest within 30 days after termination.
8. MyParcel has a best-efforts obligation to meet the agreed delivery period. However, the delivery period is not final and exceeding it does not entitle the Customer to claim damages.

Article 9.

Right of withdrawal.

1. The Customer has the right to terminate the Agreement within 14 days after receipt of the Product(s) without giving reasons (“cooling-off period”). This can be done by means of a written or electronic notification to MyParcel. The written notification and the return of the Product(s) will be made exclusively to: MyParcel, Antareslaan 31, 2132 JE Hoofddorp.
2. During the cooling-off period, the Customer undertakes to handle the Product(s) and the packaging with care. If a Customer wishes to make use of their right of withdrawal, they will return the Product(s) with all their delivered accessories and - if reasonably possible - in their original condition and packaging and this will be in accordance with any additional reasonable and clear instructions given by MyParcel for this purpose. The Customer will return the Product(s) as soon as possible, but within 14 days from the day following the expiry of the cooling-off period.

Article 10.

Costs in the event of withdrawal.

When a Customer makes use of their right of withdrawal, only the costs of returning the Product(s) will be payable by the Customer.



Article 11.

Exclusion of the right of withdrawal.

1. If a Product is delivered with the packaging sealed by means of a tear-off strip or seal, a Customer can only exercise the right of withdrawal if the packaging is still in its original condition at the time of the return. In the event of a broken seal or tear-off strip, the right of withdrawal lapses, regardless of whether or not the cooling-off period has expired.
2. In addition to the cases of exclusion of the right of withdrawal referred to in Article 11.1, this will also apply to Products where this is explicitly stated in the offer, or in any case before the conclusion of the Agreement.
3. The Customer cannot exercise the right of withdrawal if the Product is a custom-made product.

Article 12.

Retention of title.

1. All shipping materials that have been delivered and that are yet to be delivered remain the property of MyParcel until all claims that MyParcel has or will have against the Customer have been paid in full.
2. As long as the ownership of the shipping materials has not been transferred to the Customer, the Customer may not pledge the shipping materials or grant third parties any other right thereto.

3. The Customer is obliged to store the shipping materials that have been delivered under retention of title with due care and as recognisable property of MyParcel.
4. MyParcel has the right to take back the shipping materials that have been delivered under retention of title and are still present at the Customer's premises if the Customer is in default of the fulfilment of their payment obligations, in payment difficulties or in danger of being in payment difficulties. The Customer will at all times give MyParcel free access to their premises and/or buildings to inspect the shipping materials and/or to exercise the rights of MyParcel.

Article 13.

Additional costs.

If the Agreement and/or an Order is extended or amended at the Customer's request, or in the event of unforeseen circumstances, this may result in additional costs. The Customer will be informed as soon as possible of any additional costs. MyParcel will only start the work activities relating to the additional costs after the Customer has agreed to this, unless in the event of an emergency.



Article 14.

Obligations of the customer.

1. The Customer is responsible for ensuring that all data indicated by MyParcel as being necessary or of which the Customer should reasonably understand that they are necessary for the execution of the Agreement are made available to MyParcel in a timely manner.
2. If the Customer makes data available to MyParcel, the data will comply with the specifications prescribed by MyParcel.
3. A shipping label is composed on the basis of data provided by the Customer. A shipping label is to be regarded as a waybill. All Shipments must be provided with a complete and correctly completed shipping label.
4. Customer will comply with all instructions and/or (offer) conditions of MyParcel with regard to Shipments. This means, among other things, that the Customer will ensure that the packaging corresponds with the nature and content of the Shipment.
5. The Customer is responsible for equipment and other required materials such as a printer and an Internet connection that are required to use the Services.
6. The Customer is obliged to inform MyParcel immediately about facts and circumstances that may be important for the execution of the Agreement.
7. The Customer will cooperate fully with MyParcel, about that which can reasonably be expected of it in the execution of the Agreement.
8. The Customer is not permitted to offer dangerous goods and/or prohibited goods for shipment. If the Customer nevertheless offers dangerous goods and/or prohibited goods for shipment, it indemnifies MyParcel and fully indemnifies MyParcel for all claims from third parties and damages suffered by MyParcel in connection with the transport of these dangerous goods and/or prohibited goods.
9. The indemnification and compensation referred to in paragraph 8 will also be provided by the Customer to the third parties engaged by MyParcel.
10. The Customer agrees that the dangerous goods and/or prohibited goods presented by the Customer for shipment will be destroyed and that the costs involved can be recovered from the Customer.
11. If the Customer has not fulfilled their obligations as stated in this Article, all costs incurred by MyParcel as a result of this are payable by the Customer.
12. The branded Track & Trace page must be completed by the Customer in accordance with the ethical standards that apply in society. If MyParcel is of the opinion that this has not been complied with, MyParcel is entitled - without being obliged to communicate this with the Customer in advance - to remove the subdomain of the Customer and turn off the Customer's branded Track & Trace page.



Article 15.

Instructions and/or (offer) conditions of Carriers.

1. If and to the extent that Carriers apply instructions and/or (offer) conditions with regard to the Shipments, the Customer undertakes to observe and respect these instructions and/or (offer) conditions.
 2. The instructions and/or (offer) conditions as referred to in the first paragraph can be consulted and downloaded from: <https://www.postnl.nl/en/terms-and-conditions/>.
 3. By accepting these General Terms and Conditions, the Customer undertakes to take note of the contents of the instructions and/or (offer) conditions referred to in this Article.
 4. If the Customer has not fulfilled their obligations as stated in the first paragraph, all costs incurred by MyParcel as a result of this are payable by the Customer.
 - b. there is a suspicion or transport of dangerous goods and/or prohibited goods;
 - c. MyParcel has another valid reason for refusal, suspension or cessation, including (but not limited to) natural disasters, wars or armed conflicts, (work) strikes, etc.
2. In the event of refusal or discontinuation of the transport of a Shipment, MyParcel will, as far as possible, enable the Customer to regain possession of the Shipment as well as of any documents submitted with it. MyParcel can claim payment of the compensation due for the transport, without prejudice to MyParcel's right to reimbursement of (extra) costs incurred.

Article 16.

Refusal, suspension or cessation of carriage.

1. MyParcel can refuse, suspend or discontinue the transport of a Shipment if requested and without giving reasons, if:
 - a. the Customer does not comply with the instructions and/or (offer) conditions of MyParcel and/or Carriers;

Article 17.

Delivery of a Shipment.

The manner in which a Shipment is delivered is described on the following page: <https://www.postnl.nl/en/terms-and-conditions/>. By accepting these General Terms and Conditions, the Customer agrees to this method of delivery.



Article 18.

Changes to company information.

If the Customer moves or changes the billing or email address of the Customer, the Customer must inform MyParcel as soon as possible in advance of their new place of residence, accommodation or business and/or new billing address or their new email address through the platform or by email.

Article 19.

Non-disclosure.

1. Both Parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source under the Agreement. Information is deemed to be confidential if one of the Parties has made this known or if this emerges from the nature of the information.
2. The party receiving confidential information will use it only for the purpose for which it was provided.
3. The Customer is not permitted to disclose MyParcel's rates to third parties.

Article 20.

Prices and rates.

1. All prices and rates mentioned are exclusive of VAT, unless otherwise specified.
2. Prices and rates are based on the prices, salaries, taxes, duties, charges, freight, rates of third parties, etc. existing at the time of the offer. If there is a change in one or more of the cost factors mentioned above, MyParcel is entitled to adjust its prices and rates unilaterally.
3. The Customer will be informed of any price or rate changes in a timely manner through the platform or by email.
4. If the Customer does not agree with the adjusted prices or rates, the Customer is free to stop using MyParcel's Services.
5. If the prices or rates offered for any Service depend on the volume of this Service purchased by the Customer, the following will apply:
 - a. In the case of registration as referred to in Article 3, the Customer must estimate the volume they intend to purchase per calendar year. Based on this estimate and a feasibility test to be carried out by MyParcel, MyParcel will determine the first applicable prices or rates.
 - b. If the actual volume purchased changes, deviates or threatens to change or deviate from the estimated volume to such an extent that the use of other prices or rates would be reasonable, the parties will consult with each other about



this. This consultation may result in MyParcel deciding to use different prices or rates.

- c. Prices and rates that have been applied during a certain period, will not be adjusted or corrected afterwards.

Article 21.

Payment.

1. Invoicing (direct debit) takes place monthly in arrears, always on the first day of the month, unless agreed otherwise.
2. The Customer agrees with and authorises MyParcel for direct debit collection of the invoice amounts.
3. The Customer must pay the invoices received from MyParcel within 30 days after the invoice date.
4. If the term of payment is exceeded, the Customer is in default by operation of law. In that case, the Customer will owe the statutory commercial interest rate.
5. All reasonable costs, both judicial and extrajudicial, for obtaining payment will be payable by the Customer. From that moment on, the Customer will be charged in advance for new Orders.
6. Unless otherwise agreed between the Customer and MyParcel, payment of all charges due will be made by direct debit from the bank account specified by the Customer. MyParcel also offers the Customer

alternative payment options, such as payment in advance and payment in arrears.

- With the payment in advance payment option, the Customer pays for each Shipment when creating the shipping label.
- With the payment in arrears payment option, the Customer pays by bank transfer form or iDeal payment.

Article 22.

Provision of security.

1. MyParcel has the right to require the Customer to provide security for the payment of the Services to be performed on their behalf if the Customer is in default as referred to in Articles 21.4 and 21.5 or if MyParcel has reason to suspect that the Customer will be in default.
2. The guarantee referred to in the first paragraph may consist of one or more of the following options:
 - a. advance payment of an amount to be determined by MyParcel for the purchase of Services, for a period to be determined by MyParcel;
 - b. failure to provide one or more Services, for a period to be determined by MyParcel;
 - c. the option to use plug-ins and/or disable other links, for a period of time to be determined by MyParcel.



Article 23.

Force majeure.

1. MyParcel is not obliged to fulfil any obligation towards the Customer, if MyParcel is prevented from doing so as a result of a circumstance, which is not due to its own fault, nor for which MyParcel is responsible by virtue of the law, legal act or generally accepted standards ('force majeure').
2. Circumstances as referred to in the first paragraph include, but are not limited to: disruptions in the connections to and from the internet, transport delays, strikes, lockouts, DoS and DDoS attacks, government measures, the failure of carriers, suppliers and/or other third parties to fulfil their obligations. Force majeure is also understood to mean a shortcoming of third parties that are necessary for the delivery of the Service, as well as any other situation over which MyParcel cannot exercise (decisive) control.
3. In the event of force majeure, MyParcel will for the time being be relieved of its obligation to deliver or perform the agreed work activities. It will depend on the circumstances of the case whether this will be and will continue to be the case in full or in part, or whether there will only be a suspension of delivery and/or execution. In the event of an option to deliver and/or execute, whether or not in an amended manner, both MyParcel and the Customer will be obliged to use the option, possibly with adjustment of the amounts to be paid by the Customer.

Article 24.

Liability and indemnification.

1. MyParcel cannot be held liable for any damage caused as the direct or indirect result of:
 - a. an event that is in fact beyond its control and thus cannot be attributed to its acts and/or omissions, as described in Article 20 of these General Terms and Conditions;
 - b. any act or omission of the Customer, their subordinates, or other persons employed by or on behalf of the Customer;
 - c. incorrect and/or incomplete information provided by the Customer;
 - d. improper use of shipping labels by the Customer;
 - e. the failure of the Customer to comply with the instructions and/or (offer) conditions of MyParcel and/or the Carriers;
 - f. improper or incompetent use of shipping materials, use of shipping materials in violation of the instructions for use of these shipping materials, use of shipping materials for a purpose other than that for which they are intended, use of shipping materials after changes have been made by the Customer or a third party;
 - g. the temporary or permanent unavailability of the website, platform, plug-ins and/or other links.
2. MyParcel is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.



3. MyParcel is never liable for damage that cannot be properly substantiated by the Customer.
 4. Insofar as MyParcel offers the Customer the option to send Shipments and there is therefore a transport of goods agreement within the meaning of Article 8:20 of the Dutch Civil Code, and insofar as MyParcel is liable on the basis of the AVC, CMR and/or Air Transport treaties for the damage suffered by the Customer and this liability is not excluded in these General Terms and Conditions, the possible limitations of liability as included in the AVC, CMR and/or Air Transport treaties apply.
 5. If MyParcel is liable for any other damage than that referred to in the fourth paragraph, MyParcel's total liability is limited to the amount of the payment made by the MyParcel insurer. If, in any event, the insurer does not pay out or the damage is not covered by the insurance, MyParcel's liability is limited to the invoice amount for the part of the Agreement to which the liability relates, with a maximum of €25,000 on an annual basis.
 6. The limitations of liability included in these General Terms and Conditions do not apply if the damage is due to intent or gross negligence on the part of MyParcel.
 7. The Customer indemnifies MyParcel against all claims of its customers and fully compensates MyParcel for this.
 8. The Customer indemnifies MyParcel against all claims from third parties who suffer damage in connection with the execution of the Agreement and that is attributable to the Customer. The Customer fully compensates MyParcel for this.
 9. Any costs incurred as a result of the Customer's failure to comply with the instructions and/or (offer) conditions of MyParcel and/or the Carriers are payable by and at the risk of the Customer.
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Article 25.

Complaints and period of limitation.

1. Unless otherwise stipulated in these General Terms and Conditions, complaints must be submitted by the Customer to MyParcel within a reasonable period of time after the complaint has been discovered or could reasonably have been discovered. The reasonable period of time is a maximum of 30 days.
2. If a complaint is justified, the Customer must give MyParcel the opportunity to perform the work as agreed upon or to deliver a replacement Product.
3. If the performance of the agreed work activities or the delivery of new shipping materials is no longer possible or useful, MyParcel will only be liable within the limits of Article 23 of these General Terms and Conditions.
4. Rights of action and other powers of the Customer towards MyParcel, for whatever reason, expire after a period of 1 (one) year from the moment when the Customer can use these rights of action and/or other powers towards MyParcel.



Article 26.

Duration, cancellation, termination and suspension.

1. The Agreement between the Parties is entered into for an indefinite period of time and can be terminated by the Parties subject to a notice period of 1 (one) month.
2. MyParcel is authorised to terminate the Agreement with immediate effect, without being liable to pay damages to the Customer, if the Customer does not comply with the obligations under the Agreement. In addition, MyParcel may, at its discretion, suspend all its obligations towards the Customer in this case.
3. MyParcel is entitled to terminate the Agreement if such circumstances arise that fulfilment of the Agreement is impossible or can no longer be expected from MyParcel according to the criteria of reasonableness and fairness.
4. MyParcel is authorised to terminate the Agreement if the Customer requests a suspension of payments or if it is granted to the Customer, if the Customer is declared bankrupt or a request for bankruptcy is submitted, if the Customer is unable to pay their debts, if they terminate or liquidate their company, if they are placed under guardianship, or if a administrator or trustee is appointed.
5. If the Agreement is terminated, all claims of MyParcel against the Customer are immediately due and payable. If MyParcel suspends the fulfilment of its obligations, it retains its rights under the law and the Agreement.
6. MyParcel and the Customer agree that the Customer cannot invoke Article 2:271 of the Dutch Civil Code (obligation to cancel).

Article 27.

Intellectual property rights.

1. Any intellectual property rights relating to the website, platform, plug-ins and/or other links, in the broadest sense, remain with MyParcel or its licensors. The Customer is not permitted to reproduce, publish or copy these. If and to the extent necessary, the Customer acquires a non-transferable and non-exclusive right of use for the duration of the Agreement in order to be able to purchase the Services.
2. MyParcel and the Customer agree that MyParcel is and remains the owner of the (intellectual) property rights, including copyrights, which are attached to all data processed using the platform, plug-ins and/or other links entered by MyParcel, the Customers and/or visitors (“Data”).
3. Insofar as no (intellectual) property rights are attached to the Data, MyParcel and the Customer agree that MyParcel is and remains the owner of all data entered and that the Customer only has a right of use, as stipulated in the first paragraph.



Article 28.

Staff.

The Customer is not permitted to employ MyParcel employees or to have them work for them in any other way, directly or indirectly, as long as the relationship between the Customer and MyParcel continues, and for 1 (one) year after the end of the relationship, without prior written permission from MyParcel. In this context, MyParcel employees are defined as persons who are employed by MyParcel or by one of the companies affiliated with MyParcel or who were employed by MyParcel or by one of the companies affiliated with MyParcel no longer than 6 (six) months ago.

3. The version of any communication received or stored by MyParcel, as well as the administration of MyParcel, is considered authentic, unless the Customer provides proof to the contrary.
4. MyParcel is entitled to transfer its rights and/or obligations under the Agreement to a third party. The Customer hereby consents to such a transfer.

Article 29.

Other.

1. Subject to the provisions of Article 30, deviations from these General Terms and Conditions will only be valid if they have been expressly agreed in writing or electronically between the Parties.
2. If one or more of the provisions of these General Terms and Conditions are null and void or should be annulled, the remaining provisions of these General Terms and Conditions will remain in full force and effect. MyParcel and the Customer will then consult with each other in order to agree on new provisions to replace the null and void or annulled provisions, whereby the aim and purport of the null and void or annulled provisions will be taken into account as much as possible.

Article 30.

Applicable law and dispute resolution.

1. Dutch law applies to every Agreement or other legal relationship between MyParcel and the Customer.
2. The Court of Amsterdam has exclusive jurisdiction to hear all disputes between MyParcel and the Customer in the first instance.



Article 31.

Changes to the General Terms and Conditions.

3. MyParcel has the right to change and/or supplement these General Terms and Conditions. If MyParcel does so, it will send a notification in writing, by email or through the platform at least 30 days before the change and/or addition takes effect.
4. Amendments and/or additions apply to Agreements concluded on and after the date of entry into force.
5. Changes and/or additions also apply with regard to Agreements already concluded, unless otherwise stipulated.
6. If the Customer does not wish to accept an amendment and/or addition to these General Terms and Conditions, they can terminate the Agreement until the date on which the amended and/or supplemented General Terms and Conditions take effect, unless MyParcel has indicated that the old General Terms and Conditions remain in force for the Customer.

Article 32.

Privacy and protection of privacy.

1. When completing the registration process through the Platform as referred to in Article 3, the Customer becomes aware of and agrees with the privacy agreements in the privacy statement as specified on the website.
2. As part of the execution of its Services, MyParcel uses the (personal) data of this Customer and the Addressees received from the Customer. A Customer will inform the Addressees about this use, and indemnify and hold MyParcel harmless against all claims and costs arising from non-compliance with privacy laws and regulations that apply to the Customer.



Article 33.

Additional shipping options - insured delivery

1. On payment of the fee set for this and under full applicability of the provisions in or with these General Terms and Conditions, the MyParcel Services can be extended with one or more additional shipping options.
2. MyParcel has the right to temporarily stop or not offer the additional shipping options during peak periods.
3. MyParcel also reserves the right to exclude destination countries from one of the additional shipping options.

Article 34.

Insured delivery.

1. Shipments can be sent with the insurance service on request. This is only possible for shipments with destinations outside of the Netherlands to the extent that foreign postal companies allow this service.
2. The contents of a Shipment sent with the insurance service can be insured at the specified amount with a maximum of €500.
3. Shipments with the insurance option are delivered to the Addressee or their authorised representative. A delivery receipt must be signed by the person receiving a Shipment with the insurance service. Shipments with the insurance service sent to destinations outside of the Netherlands will be delivered in accordance with the rules in force in the destination country, provided that this service is offered in the destination country in question.
4. For Shipments sent with the insurance service, the sender must close the packaging, seal the Shipment with appropriate adhesive tape and provide it with a reference so that it cannot be opened without leaving external traces.
5. If MyParcel has paid out the insured amount within 60 days in the event of loss of a Shipment with insurance service, and the Shipment in question is handed over to the Addressee, MyParcel will reclaim the undue payment from the Sender.

Addendum.

Additional Terms and Conditions for shipping through carrier UPS

1. If and to the extent that Carriers apply instructions and/or (offer) conditions with regard to the Shipments, the Customer undertakes to observe and respect these instructions and/or (offer) conditions.
2. The instructions and/or (offer) conditions of the Carrier associated with United Parcel Service Nederland BV can be consulted and downloaded from
 - a. https://www.ups.com/assets/resources/media/nl_NL/terms_carriage_nl.pdf
 - b. <https://www.upscontentcentre.com/pdf/netherlandservices072021ww>
3. By accepting these Additional Terms and Conditions, the Customer undertakes to take note of the contents of the instructions and/or (offer) conditions referred to in this Article.
4. If the Customer has not fulfilled their obligations as stated in the first paragraph, all costs incurred by MyParcel as a result of this are payable by the Customer.