

General Terms and Conditions Falk Courier B.V.

Version 2014, with GDPR amendments as of 25-5-2018

Article 1 - Definitions

Registered Mail

Transport of postal items as described in the Service Specification (see annex), which:
(i) are delivered to a natural person who accepts the item on behalf of the recipient, and
(ii) are registered online by the Client as Registered item(s) in accordance with the Instructions.

General Terms and Conditions

These "General Terms and Conditions of Falk Courier B.V."

International Express Shipment

Transport of one or more postal items, registered as such by the Client, following Falk's express procedures.

Service Specification

Specifications detailing the characteristics of the Service(s), included as an annex.

Service(s)

Includes Registered Mail, International Express Shipments, Legal Mail, Prosecutor Service, Court Subscription, Urgent Assignments, Total Mail, and all other postal transport services offered by Falk.

Falk

Falk Courier B.V.

Instruction

Instructions from Falk to the Client regarding offering postal item(s).

Legal Mail

Postal items addressed to legal entities such as law firms, notaries, courts, etc., as specified in the Service Specification, registered online by the Client.

Client

A legal or natural person that has entered into an Agreement with Falk.

Order Confirmation

The Client's confirmation sent to Falk for the Agreement.

Agreement

Contract for services provided by Falk to the Client.

Express Shipments

Shipments submitted under International Express or Urgent Assignments.

Package

A postal item larger than standard letter slot dimensions (380 x 265 x 32 mm).

Parties

Falk and the Client.

Partner

Third-party contracted by Falk to carry out part or all of the Services.

Postal Item(s)

Written documents and packages offered for transport under the Agreement.

Prosecutor Service

Delivery to courts, registered and submitted as such by the Client.

Court Subscription

A subscription-based service for collecting mail from specific court lockers and delivering it to the Client.

Urgent Assignments

Urgent delivery of postal items following Falk's express protocols.

Rate List

List of prices for Services.

Total Mail

Service encompassing all mail, both legal and regular, under one agreement.

Shipment

Any goods or documents accepted by Falk for transport.

Article 2 - Agreement

2.1 Unless otherwise agreed in writing, these terms apply to the Agreement.

2.2 The Agreement is concluded upon Falk's receipt of the signed Order Confirmation. By signing, the Client confirms receipt and acceptance of these terms and the Service Specification.

2.3 The Agreement is for an indefinite period and may be terminated in writing by either party at the end of a calendar month with at least 3 months' notice.

2.4 Falk may terminate the Agreement immediately in case of bankruptcy, suspension of payments, or breach of obligations not rectified within two weeks after written notice.

2.5 The Client may terminate only in case of proven serious non-performance by Falk.

Article 3 - Services

3.1 Falk provides the Services specified in the Order Confirmation.

3.2 Falk aims to deliver items within a reasonable time without guaranteeing delivery unless explicitly stated in the Service Specification and if Instructions are followed.

3.3 Items are deemed undeliverable if:

- Not deliverable to the address;
- Not picked up by recipient;
- Refused by recipient without opening.

3.4 Undeliverable items may be returned to or destroyed by Falk at the Client's expense, with no liability for damage.

3.5 Falk may delegate service execution to Partners.

3.6 Falk may refuse or suspend service if:

- Items do not meet packaging or labeling requirements;
- Client did not follow Instructions;
- Transport violates laws or poses danger.

3.7 Post boxes may be sold or lent to the Client, depending on agreement.

3.8 Client must store login and keys securely; Falk is not liable for misuse.

Article 4 - Rates

4.1 Rates are listed in the Order Confirmation. Falk may change rates with one month's notice.

4.2 Invoices must be paid within the stated term. Direct debit is the default payment method.

4.3 Falk may suspend services if invoices are not paid.

Article 5 - Confidentiality

5.1 Both parties must keep business and agreement-related information confidential unless required by law or agreed otherwise.

5.2 Partners are not considered third parties and are bound by similar confidentiality.

5.3 Falk complies with postal confidentiality laws and may seek court approval to open suspicious items.

Article 6 - Liability

6.1 Falk is not liable for damage involving valuables, perishables, or improper documentation.

6.2 Falk is never liable for consequential damages.

6.3 Damage claims must be submitted within 3 weeks.

6.4 Claims expire 3 months after service execution.

Article 7 - Claims Procedure

7.1 Claims must follow relevant conventions and this procedure:

7.2 Notification must occur within 21 days.

7.3 Supporting documents must be provided.

7.4 Falk must be paid before claim processing.

7.5 Items and packaging must be available for inspection.

7.6 Receipt without damage note assumes good delivery.

7.8 If accepted, the Client must ensure insurers waive subrogation.

Article 8 - Data Protection

8.1 Falk processes personal data as a processor under GDPR.

8.2 The Client is the Controller and must conclude a processing agreement with Falk.

8.3 Data is retained during the agreement term and then deleted unless required otherwise.

8.4 Addressed data should not include sensitive personal information.

Article 9 - Force Majeure

9.1 Falk is not liable for non-performance due to circumstances like strikes, terrorism, fire, or natural disasters.

9.2 Falk will notify the Client and suspend service. Items will be marked undeliverable after 2 days.

Article 10 - Other Provisions

10.1 This Agreement replaces all prior agreements.

10.2 The Client may not transfer rights without Falk's written consent.

10.3 In case of conflict, the Order Confirmation prevails.

10.4 Falk may update terms and will notify Clients via website.

10.5 Invalid clauses will be replaced with valid ones matching original intent.

10.6 Dutch law applies.

10.7 Disputes are settled by the competent court in Utrecht.

10.8 Agreements remain valid if Falk changes its legal form or transfers rights to another entity.

Annex 1 - Service Specification

Service	Description	Track & Trace	International	Max Coverage
Registered Mail	Must be registered online with label. Signature required.	Yes	Yes	€50
Prosecutor Service	For courts only. Delivered by 10:00 a.m. next business day.	Email confirm	No	€200
Legal Mail	For legal recipients. Delivered by 8:00 a.m. next day if possible.	No	Yes	N/A
Total Mail	All mail via Falk, including non-legal. Delivered next business day.	No	Yes	N/A

Court Subscription	Mail collected from court boxes and delivered next business day.	No	No	N/A
Express Shipments	Tracked, fast and secure shipments. Requires label and packaging.	Yes	Yes	See conventions
Urgent Assignments	Fast and often personal delivery. Arranged via phone or digital.	Depends	Yes	See conventions