

GENERAL TERMS AND CONDITIONS FOR POSTAL SERVICES

1. – SCOPE

The present Terms and Conditions shall apply to all postal services offered to the public by Entreprise des Postes et Télécommunications (Postal and Telecommunications Company), hereinafter referred to as 'the company', whose prices are published in the Service price list referred to in Article 15. Special services can be provided, in accordance with Article 20(2) of the Law of 15 December 2000 on postal services and postal financial services, on the basis of specific contracts which supplement or amend the General Terms and Conditions.

2. – ACCESS TO SERVICES

- 2.1. Any person has the right, on request, to postal services access offered by the company.
- 2.2. A request for access to the postal services assumes implicit acceptance of any possible constraints imposed by an administrative authority, third party or other entities over which the company has no influence.
- 2.3. By posting postal items in a mailbox belonging to the company, by handing it over directly to one of the company's on-duty employees, or by posting it by any other means permitted by the company is equivalent to requesting access and implies acceptance of the present General Terms and Conditions.

3. – ACCEPTANCE

- 3.1. The company shall establish and publish the standards for conditioning mail.
- 3.2. In accordance with a plan approved by the Institut Luxembourgeois de Régulation (Luxembourg Regulatory Institute), hereinafter referred to as 'the Institute', the company shall determine the access points and the collection-time schedule.
- 3.3. The company has the right to restrict the categories of postal items that can be posted at certain drop-off points, or limit the acceptance of any such items posted in large numbers due to limits of treatment and transport capacity of postal services and post offices. Restrictions on postal items related to universal service shall be displayed in the concerned post offices.

4. – FRANKING

- 4.1. Except individual contracts with the company, any postal item must be franked in accordance with one of the procedures permitted by the company, which are outlined in the free publication referred to in Article 10(2)c) of the Law of 15 December 2000 on postal services and postal financial services.
- 4.2. The company shall determine the admitted payment procedures, subject to cases governed by national legislation.
- 4.3. If the postage is insufficient, the company has the right to receive the missing amount from the addressee or to return the item to the sender for correction. In the first case, an additional payment for handling fees in particular can be requested. Non-payment of missing postage and/or additional charge relating thereto equates to refusing to accept the mail item. The item is then dealt according to the provisions of Article 8.10.

5. – TRANSPORT REFUSAL

- 5.1. In accordance to the legislation in force, sending certain types of items is forbidden. In general, this concerns:
 - dangerous materials: chemical products, explosives, inflammable items, radioactive items, etc.
 - drugs and narcotics
 - arms, knives, daggers and any other sharp or cutting object insufficiently packaged
 - living animals, except those provided for by the law
 - items bearing exterior marks which are clearly offensive to public decency or which may cause public disturbance
 - objects, written material or substances in general whose importation, circulation, distribution, use or possession is forbidden by law

- items which by its form or nature could be dangerous to persons, property, mail or equipment
- items of value to the carrier, money, jewellery or other precious items, except when sent in insured or registered letters.

The sender can request further related information from the company.

- 5.2. After approval of the procedures by the Institute, the company shall determine how to handle forbidden objects which have been accepted unintentionally or which are discovered among the mail items entrusted to it.
- 5.3. If necessary due to security matters, the company may refuse items which do not bear the exact name and address of the sender, who furthermore may be asked to prove his identity.
- 5.4. The company shall not transport unstamped items entering the postal services for return to sender or forwarding to another address which has initially been delivered via other distribution companies.

6. – DISTRIBUTION

- 6.1. Postal items are delivered to the addressee indicated in the address once per day from Monday to Friday (except for legal or public holidays), in line with the mail delivery time (schedule) fixed by the Grand-Ducal Regulation of 10 March 2001.
- 6.2. Some categories of items determined by the company are also delivered on Saturdays, except when falling on a legal or public holiday.
- 6.3. Authorized by the Institute, the company may use other delivery procedures for all categories of postal items of the universal service, or for some of these categories, if the addressee lives outside the limits of an urban area, i.e. outside a residential or industrial zone as defined by local municipalities.
- 6.4. Delivery to homes is limited to addressees that have a mailbox located in close proximity to a public thoroughfare and in compliance with legal provisions.
- 6.5. The addressee must ensure free, easy, direct and safe access to his mailbox. If not, or if the addressee prevents postal items from being deposited in his mailbox, acceptance of said items shall be considered as having been refused.
- 6.6. Refusing to install a mailbox equates to a general refusal to receive mail from the company.

7. – DELIVERY IN POST OFFICES

- 7.1. Postal items which could not be deposited in the addressee's mailbox, or which were not delivered to an authorized person at the visit of the postman, shall be provisionally kept at the addressee's local post office awaiting collection by him for a time period set by the company and stated on the delivery note.
- 7.2. By the end of the hold period, items shall be returned to the sender if he is known, otherwise they shall be handled in accordance with the provisions of Article 10 below.
- 7.3. On basis of specific contracts, the company may provide PO boxes in post offices which have such capacity.
- 7.4. All postal items for a customer with a PO box are delivered via this box. The company may decide on other delivery methods.
- 7.5. Poste restante items shall only be delivered over the counter to the sole addressee.

8. – DELIVERY

- 8.1. If not to the addressee or his proxy, registered items are delivered:
 - at the home, to any adult person taking delivery of the mail on the addressee's behalf
 - at the post office, to any adult person bearing the related delivery note.
- 8.2. Insured items shall only be delivered to the addressee or his proxy.
- 8.3. Items for delivery in person shall only be delivered to the addressee.

- 8.4. However, items addressed to a minor that needs to be signed for requires the countersignature of a legal representative.
- 8.5. If the delivery requires one or more signatures, the receiver(s) must prove of his/their identity, except if he/they are personally known by the agent.
- 8.6. The company shall determine the kind of identity proof required for the receipt of postal items.
- 8.7. If the address includes the name of more than one natural person and/or legal entity, the item can be delivered to any one of them.
- 8.8. Postal items and their related delivery notes or receipts posted in the mailboxes of private individuals or in PO boxes shall be regarded as having been delivered in due form to the eligible person from the moment they are deposited in the box in question.
- 8.9. By providing a suitable mailbox marked with their names, users shall accept all postal items sent to them, except in the case of a clear refusal at the time of delivery. With the exception of items for delivery in person, only the addressee and his proxy have the right to refuse acceptance of postal items.
- 8.10. Refused postal items shall be returned to the sender if he is known; otherwise they shall be handled according to the provisions of Article 10 below.
- 8.11. The addressee has the right to prohibit access to his mailbox of any mail not carrying an individual address and not having any connection to him, simply by affixing a label on his mailbox stating this prohibition. Labels shall be of a type approved by the Institute.

9. – OWNERSHIP

- 9.1. Any postal item is the property of the sender until it has been delivered to the addressee, except where the aforesaid item has been seized in application of a relevant law.
- 9.2. Any postal item is considered being delivered to the addressee once it has been deposited in an appropriate mailbox, provided that it was marked with the addressee's name, except where special instructions were given for hand delivery to the addressee or to any other person taking delivery of the mail on behalf of the addressee in accordance to a request by the sender for additional services.

10. – NON-DISTRIBUTABLE POSTAL ITEMS

Non-distributable postal items which cannot be sent back neither to its sender in the domestic service, nor to the operator of origin in the international service, shall be sent to the Institute which shall decide on their destiny.

11. – CLAIMS

- 11.1. Should any item be lost, damaged or spoiled, or should the service-quality standards not be respected, the user may send a claim to the company in writing at the latest within five days of noticing one of the aforementioned irregularities. Customer's claims relating to postal items deposited against the issue of a receipt are valid for six months from the date of their posting.
- 11.2. The company shall reply within 10 days from the date of receipt of the claim.
- 11.3. In absence of receipt of a reply within this time period, or should a reply be considered unsatisfactory, the user may refer his request in writing to the Institute. Any dispute arising in relation to the irregularities referred to above can lead to a refund of the postage fees paid and/or payment of compensation without precluding recourse to legal action provided for in civil law.
- 11.4. If depositing a mail item was accompanied by the issue of a receipt, any claim must be supported by the latter or by any other proof of said deposit, failing which the company cannot be held responsible for.
- 11.5. In the absence of proof to the contrary, documentation held by the company shall be considered to be authentic in relation to any dispute between the parties.

12. – CUSTOMER'S RESPONSIBILITIES

- 12.1. The sender of a postal item shall be responsible for any damages caused to other mail items if it contains objects not authorised for transport, or if the acceptance conditions are not met.
- 12.2. Handing over such an item to a company agent does not release the sender from his responsibilities.
- 12.3. The sender shall be solely responsible for the accuracy of, and any consequences arising from information which must be provided, either at the time of or subsequent to posting of a postal item.
- 12.4. The sender must ensure that his postal items are packaged so as to sufficiently protect its content against deterioration, damage or spoliation, taking into account the handling and transport conditions and the nature of the content.
- 12.5. The sender is advised to indicate his name and address on the mail item, either on the sealing flap on the back, or in the top left-hand corner on the front.

13. – COMPANY'S RESPONSIBILITIES

- 13.1. Except for circumstances considered exceptional by the Institute or a case of force majeure, the company shall, in compliance with the quality standards it publishes, be responsible for the forwarding and the distribution of postal items.
- 13.2. It shall only be responsible for the forwarding and the delivery of mail within the limits of the provisions of Article 14 below.
- 13.3. It shall be released from its responsibilities if the addressee, upon delivery of a postal item, does not declare that the package seals and the outside of the package are damaged or, where applicable, that the weight does not correspond to that indicated by the posting post office.
- 13.4. The company shall be responsible if:
 - damage or spoliation is noticed, either prior to delivery or at the time of delivery of a postal item
 - the addressee or, in case of return, the sender of such an item declares without delay to have noticed some kind of damage and provides proof that the damage or spoliation did not occur subsequent to delivery, and notwithstanding normal acceptance of an insured item.
- 13.5. The company shall guarantee the amount of sums received against the issue of money orders as well as of sums cashed in by its on-duty agents.
- 13.6. It shall be responsible for failing to cash in amounts related to mail items requiring cash-on-delivery, or to values requiring the collector to pay for them. This is on condition, however, that failure to cash in said amounts is not due to the sender's fault or negligence.

- 13.7. The company shall be released from its responsibilities when the loss, damage or spoliation of a postal item has been brought about by:
 - a case of force majeure, accident or unforeseen event
 - the sender's fault or negligence
 - a cause or defect inherent to the item sent
 - the contents of an item which falls under the scope of application of Article 5 above
 - a post office or foreign private body for which the company has not assumed any formal responsibility.
- 13.8. Furthermore, the company shall bear no specific responsibility in relation to the provisions of Article 9 of the present General Terms and Conditions.

14. – COMPENSATION

- 14.1. In case of loss of a postal item, the company shall (except in the event of force majeure, accident or unforeseen event) compensate the customer for the actual damage suffered, providing that this compensation does not exceed the amounts published in the Services price list referred to in Article 15 below.
- 14.2. Damage or spoliation of the contents of a postal item shall be considered equivalent to its loss, subject to the packaging being recognized as sufficient to effectively protect the contents against accidental risks of damage or spoliation.
- 14.3. When compensation is granted for an insured postal item, it shall correspond to the amount of the declared value at the time of posting, unless the company provides proof that the declared value was exaggerated, in which case it is responsible for repaying only the actual value of the contents.
- 14.4. If the declared value was exaggerated with fraudulent intent, the customer shall lose all his rights to compensation.
- 14.5. Delay in sending or delivering a postal item does not give grounds for compensation. However, the company may grant compensation if, following a delay in forwarding, the postal item contents have been spoiled or have irreparably lost all or part of their value. The highest amount of compensation is that due in case of loss.
- 14.6. The postage paid at the time of posting a mail item, except that paid to insure the latter, shall be repaid to the customer in the event of:
 - payment of compensation for loss, damage or spoliation
 - delay in the delivery of a mail item having a guaranteed delivery deadline, or non-adherence to service-quality standards, provided that said delay or non-adherence is attributable to the postal services.
- 14.7. By paying compensation, the company is subrogated, up to the amount of compensation paid, in relation to any further liability stemming from the rights of the person receiving aforesaid compensation.
- 14.8. In general terms, the company shall only be held responsible for damages that were foreseen or could be foreseen at the time of posting of the mail item at

an access point, excluding cases of fraud. In relation to the loss suffered by the customer or the gain of which he was deprived, the damages shall include only the immediate and direct consequences of the loss, damage or spoliation. This shall apply even in the case of fraud. Indirect damages or unrealized benefits are therefore not taken into consideration in any case whatsoever.

15. – PRICES

In accordance with legal provisions, the company shall publish a Services price list which is offered to the public and which shall be available at all post offices. The Services price list is also included in the free publication stipulated by the Law of 15 December 2000 on postal services and postal financial services.

16. – AMENDMENT OF THE PRESENT GENERAL TERMS AND CONDITIONS

The company reserves the right to make amendments to the present General Terms and Conditions (in accordance to Article 7(4) of the Law of 10 August 1992 implementing the creation of the Entreprise des Postes et Télécommunications. Subject to approval by the Institute in accordance with Article 25 b) of the Law of 15 December 2000 on postal services and postal financial services.) The company shall publish these amendments and shall insert the references in the Mémorial, Recueil administratif et économique, (at least six full days prior to entry into force) in accordance with applicable laws.

17. – GENERAL PROVISIONS

The present General Terms and Conditions, as amended if necessary in accordance to Article 16 above, bind the parties and shall apply with the full force of the law to all customers using the company's postal services.

18. – PLACE OF PERFORMANCE AND SETTLEMENT OF DISPUTES

- 18.1. Unless stipulated otherwise, the head office of the company shall be the place of performance of the company's obligations to the customer and of the customer's obligations to the company.
- 18.2. The courts of the Grand-Duchy of Luxembourg shall alone be competent to rule on any dispute between the customer and the company. However, the company may refer the dispute to any other jurisdiction which, unless the aforementioned court is selected, would normally be competent for the customer.

Claims and requests for information should be sent to:

**P&TLuxembourg - Division des Postes
Service Clients
L-2998 LUXEMBOURG
Tel.: 8002 3210**

e-mail: service-commercial-dp@ept.lu

The Institute can be contacted for claims falling under the provisions established in Article 13(2) of the Law of 15 December 2000 on postal services and postal financial services, at the following address:

**Institut Luxembourgeois de Régulation
L-2922 LUXEMBOURG**