

PackagePro Service Guarantee Terms and Conditions

These terms and conditions apply to the optional PackagePro Service Guarantee (hereinafter: "the Service Guarantee") offered by PackagePro to its customers in addition to its regular logistics services. The Service Guarantee is not an insurance policy within the meaning of the Dutch Financial Supervision Act (Wft), but a contractual extension of PackagePro's liability for specific risks inherent in cross-border online purchases and transport.

Article 1. Definitions

In these terms and conditions, the following definitions apply:

- **PackagePro:** The logistics service provider offering the Service Guarantee.
 - **Customer:** The natural or legal person who uses PackagePro's services and purchases the Service Guarantee.
 - **Purchase:** The goods purchased by PackagePro on behalf of the Customer from an external seller and for which the Service Guarantee has been concluded.
 - **Purchase Value:** The price paid by the Customer for the Purchase, excluding shipping costs, import duties, taxes, and the cost of the Service Guarantee.
 - **Damage:** Loss of, or material damage to the Purchase, or non-receipt of the Purchase due to fraud by the external seller.
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Article 2. Applicability

2.1. These terms and conditions apply to every agreement for the purchase of the Service Guarantee between PackagePro and the Customer.

2.2. Deviations from these terms and conditions are only valid if expressly agreed upon in writing.

2.3. The Service Guarantee applies exclusively to Purchases made by PackagePro on behalf of the Customer and where the Purchase was first received in a PackagePro warehouse in the Netherlands or Spain.

Article 3. Coverage of the Service Guarantee

3.1. The Service Guarantee covers the following risks, provided they occur after payment by PackagePro to the external seller and before final delivery to the Customer:

- a. **Fraud by external seller:** Non-receipt of the Purchase, or receipt of a substantially deviating or worthless product, as a direct result of fraudulent actions by the external seller.
- b. **Loss:** Loss of the Purchase during transport, after it has been received by PackagePro in one of its warehouses and forwarded to the Customer.
- c. **Material damage:** Material damage to the Purchase during transport, after it has been received by PackagePro in one of its warehouses and forwarded to the Customer.

3.2. The coverage of the Service Guarantee is limited to the Purchase Value of the goods, with a **maximum of €1,000 (one thousand euros)** per Purchase, regardless of the actual Purchase Value.

Article 4. Exclusions

The Service Guarantee does not cover Damage resulting from or related to:

- a. **Force majeure:** Circumstances beyond PackagePro's reasonable control, including, but not limited to, natural disasters, war, terrorism, civil unrest, strikes, government measures, or pandemics.
 - b. **Prohibited or restricted goods:** Purchases that, by their nature, weight, dimensions, or content, are unsuitable for transport, or whose transport is prohibited by national or international laws and regulations.
 - c. **Insufficient packaging:** Damage resulting from insufficient or improper packaging by the external seller, unless PackagePro has expressly and for a fee accepted responsibility for repackaging.
 - d. **Indirect damage:** Consequential damage, business interruption, loss of profit, immaterial damage, or other indirect damage resulting from the Damage to the Purchase.
 - e. **Inherent defect:** Damage resulting from an inherent defect or the nature of the Purchase itself.
 - f. **Customer negligence:** Damage resulting from negligence, incorrect information, or incorrect instructions from the Customer.
 - g. **Depreciation:** Normal wear and tear, depreciation, or aesthetic defects that do not affect the functionality of the Purchase.
 - h. **Customs or import issues:** Problems with customs clearance, import duties, taxes, or other import restrictions leading to delay, loss, or additional costs.
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Article 5. Cost of the Service Guarantee

5.1. For the Service Guarantee, the Customer pays a fee of **3% of the Purchase Value** of the goods, with a minimum of €5 per Purchase.

5.2. This fee must be paid prior to the Purchase.

Article 6. Procedure in case of Damage

6.1. The Customer must report Damage immediately, but no later than **48 hours after receipt of the Purchase** or after the time the Purchase should reasonably have been received, in writing to PackagePro.

6.2. The report must be accompanied by all relevant supporting documents, including, but not limited to, photos of the Damage, proof of purchase, communication with the external seller, and a detailed description of the event.

6.3. PackagePro will assess the report and, if the claim is found to be valid and falls within the coverage, will proceed to compensate for the Damage in accordance with Article 3.2 and Article 7.

6.4. PackagePro reserves the right to inspect the Purchase, have it inspected, or request additional information before proceeding with compensation.

Article 7. Compensation for Damage

7.1. If a claim under the Service Guarantee is found to be valid, PackagePro will compensate the Customer up to a maximum of the Purchase Value, subject to the maximum amount of €1,000 as stated in Article 3.2.

7.2. Compensation will take place in the form of a refund of the Purchase Value to the Customer.

7.3. After payment of compensation, the Customer transfers all rights to the damaged or lost Purchase to PackagePro.

Article 8. Rights of PackagePro

8.1. PackagePro reserves the right to refuse the Service Guarantee for certain Purchases or sellers, without stating reasons.

8.2. PackagePro will make reasonable efforts to verify the Purchase and assess the reliability of the external seller, but cannot guarantee that fraud will be completely prevented.

Article 9. Applicable law and disputes

9.1. These terms and conditions and all agreements to which these terms and conditions apply are exclusively governed by Dutch law.

9.2. All disputes arising from or in connection with these terms and conditions or the Service Guarantee will be exclusively submitted to the competent court in the Netherlands.