



2018

# General Consumer Terms and Conditions

De Buren België N.V.

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## Article 1. Definitions

- 1.1 Under these general terms and conditions, the following terms with an initial capital have the following meanings:
- 1.1.1. The system administrator de Buren België N.V., hereinafter referred to as “Cubee”.
  - 1.1.2. The parcel locker station where Cubee or its partners deliver parcels, hereinafter the “Parcel Locker Station”.
  - 1.1.3. Sender (user): The natural person or legal entity that uses the services offered by Cubee or its partners to send a parcel, hereinafter referred to as the “Sender”.
  - 1.1.4. Recipient (user): The natural person or legal entity that uses the services offered by Cubee or its partners to receive a parcel, hereinafter referred to as the “Recipient”.
  - 1.1.5. A customer of Cubee in a general sense, either a sender or a recipient, hereinafter referred to as the “Consumer”.
  - 1.1.6. The general consumer terms and conditions for Cubee parcel lockers, hereinafter referred to as “General Consumer Terms and Conditions”.
  - 1.1.7. The parcel locker station’s touchscreen that must be used to access the parcel lockers, hereinafter referred to as the “Touchscreen”.
  - 1.1.8. The owner, manager or tenant of the space in which Cubee has its parcel locker station, hereinafter referred to as the “Location Partner”.
  - 1.1.9. The courier that delivers parcels to a Cubee parcel locker station, hereinafter referred to as the “Logistics Partner”.
  - 1.1.10. All partners with which Cubee works in order to provide its services, hereinafter referred to as “Partners”.
  - 1.1.11. An individual locker that forms part of the Parcel Locker Station, in which a parcel can be placed, hereinafter referred to as the “Locker”.

## Article 2 Applicability

- 1.1. These General Consumer Terms and Conditions apply to all forms of use of the Parcel Locker Station, including:
- 1.1.1. Receiving a parcel through the Logistics Partners or Partners of the Cubee network.
  - 1.1.2. Sending a parcel through the Logistics Partners or Partners of the Cubee network.
  - 1.1.3. Returning a parcel through the Logistics Partners or Partners of the Cubee network.
  - 1.1.4. Additional services provided by Cubee.
- 1.2. Departures from and additions to these general terms and conditions only apply if they are agreed in writing.

## Article 3 Delivery of parcels

- 3.1 Only parcels measuring no more than 50x58x58cm can be dropped off at or delivered to a Cubee Parcel Locker Station.

- 3.2 No guarantee can be given that the largest locker will be vacant for parcels with the maximum dimensions stated in article 3.1. If most of the lockers are in use, there may be few or no vacant large lockers.
- 3.3 The maximum dimensions stated in article 3.1 may differ depending on the Cubee location and Parcel Locker Stations may have few or no lockers able to accommodate parcels with the maximum dimensions.
- 3.4 If the maximum dimensions stated in article 3.1 are exceeded and/or a Locker with the required dimensions is not available, the Logistics Partner is responsible for delivering this parcel.

## Article 4 Maintenance and cleaning

- 4.1 Cubee can access the Lockers at any time for cleaning, inspection and repairs or to have third parties carry out repairs, as well as in other cases in which Cubee has a genuine interest in opening the Lockers or having third parties open the Lockers. To this end, Cubee is entitled to move the goods out of the Lockers for the duration of this activity.

## Article 5 Content of the parcels

- 5.1 The Consumer is not permitted to place animals, perishable goods, people or hazardous goods in a Locker or otherwise use the Parcel Locker Station in a way that could generate an exceptional risk for the property or employees of Cubee or its Partners, the Recipient, the Sender or third parties. Cubee is entitled to recover any damage caused by the Consumer from that Consumer.
- 5.2 The Consumer must never place weapons, substances on the opium list of article 3a paragraph 5 of the Opium Law or other illegal goods in a Locker.

## Article 6 Security

- 6.1 The Recipient is aware that Cubee and/or its Location Partners make video recordings for security purposes in and around the premises in which the Parcel Locker Station is located. Cubee will only share the recordings with third parties if it has a legal obligation to do so.
- 6.2 Cubee is entitled to inspect the content of the Parcels at any time if there is a suspicion that a Locker contains any of the goods stated in article 5.1.
- 6.3 If Cubee finds one of the goods stated in article 5.1, the police or the relevant government bodies will be notified and the user will be held liable for the content of the Locker.
- 6.4 If, for other reasons, goods are found that Cubee deems undesirable, these goods must be removed within 24 hours of receiving a written request from Cubee to do so or within another term to be set by Cubee. If the goods are not removed by the Consumer, they will be removed or destroyed by or on behalf of Cubee without the Consumer being able to claim any compensation.

## Article 7 Provision and lost property

- 7.1 The Recipient states that the Parcel Locker Station was provided empty and in good condition and undertakes to return it at the end of the lease empty and in the same good condition.
- 7.2 If the Sender finds any goods in one of the Lockers when using the Parcel Locker Station, the Sender must lock the Locker in question with the goods inside and enter this information on the Touchscreen. The customer service phone number will then be displayed on the Touchscreen. The Sender is kindly requested to call this number so that customer service can help the Sender find another Locker.

## Article 8 Picking up parcels

- 8.1 The Recipient may pick up a parcel at the Parcel Locker Station after receiving a text message or email from Cubee, the Logistics Partner or the Location Partner.
- 8.2 A parcel can be picked up by scanning a QR code or entering the code manually.
- 8.3 The Consumer should read the terms and conditions of the Logistics Partners to find out how long the parcel remains available for pick-up and when this term commences.
- 8.4 If the Recipient does not pick up the parcel within the term set by the Logistics Partners, Cubee and/or its Logistics Partners are authorised to remove the parcel from the Locker and return it to the Sender without refunding the franking costs. This is only possible if the Sender is known.
- 8.5 Performing one of the actions to open the Locker stated in article 8.2 functions as proof of receipt and acceptance of the parcel.
- 8.6 If the Consumer uses one of the Cubee Lockers through one of the Logistics Partners, the Consumer must keep the QR code/pick-up code secret.

## Article 9 Sending and reopening

- 9.1 The Sender does not have the right to take back the parcel after closing the Locker. Neither does the Sender have this right if the Partners of Cubee have not picked up the parcel.
- 9.2 The option to reopen the Locker is an exception to the stipulation in article 9.1. After entering the pick-up code or scanning the QR code, the Consumer can use the same code to reopen the Locker within ten minutes.
- 9.3 The option set out in article 9.2 is a Cubee service. The Consumer cannot derive any rights from the service and the corresponding time devoted to the Consumer. Cubee can never be held liable for damage due to the inability to use this function.
- 9.4 It is the responsibility of the Consumer to retain the pick-up code or QR code to be able to open the Locker.
- 9.5 The Sender also has the option of not placing the parcel in the Locker. In that case, the sender must leave the Locker empty.
- 9.6 Cubee can never be held liable for damage that occurs before the parcel is delivered to the Locker.

## Article 10 Proof

- 10.1** Transactions, processing on the network, electronic messages, connections and other electronic processing involving the Consumer and Cubee can be proven by logfiles, CCTV images and transaction files kept in electronic form by Cubee. The Consumer accepts the evidential value of this data. This option for providing proof does not stop the Parties from providing any other proof with the permitted legal means.
- 10.2** If the Consumer suffers a financial loss attributable to the actions or omissions of Cubee, the Consumer must prove the damage to Cubee. The Consumer has the exclusive burden of proving that damage has been suffered and the scale of this damage.

## Article 11 Complaint procedure

- 11.1** Cubee will use best efforts to deal with all complaints and queries received by its customer service and to respond to the Consumer as quickly as possible.
- 11.2** Terms for dealing with a complaint or a query submitted through the website or customer service are not binding.

## Article 12 Right to erasure and right to be forgotten

- 12.1** The Consumer also has the right to have his or her personal data erased by Cubee in accordance with article 17 of the EU's General Data Protection Regulation (also known as the right to be forgotten). Cubee will in that case erase this data from its file within 30 days.

## Article 13 Liability

- 13.1** Any liability of Cubee is limited by the stipulations in this article.
- 13.2** Cubee is not liable for damage to goods or injury to persons or animals inside or in the vicinity of the Locker, due to the behaviour of helpers, animals or equipment, insofar as these are not Cubee employees or persons of equal status.
- 13.3** Cubee is in no way liable for the consequences of the loss or theft of the QR codes and pick-up codes relating to the Locker and/or the parcel, as provided to the Consumer, unless this loss or theft is due to a deliberate or reckless act of a Cubee employee.

- 13.4** Cubee is not liable for damage caused between drop-off and pick-up of the parcel, unless this is due to a deliberate or reckless act of a Cubee employee.
- 13.5** Cubee is not liable for consequential damage, unless this is due to a deliberate or reckless act of a Cubee employee.
- 13.6** The Consumer is liable for damage caused by a failing that under the law or according to conventional wisdom is attributable to the Consumer. The Consumer is only liable for loss of profit or consequential damage suffered by Cubee if this is due to a deliberate or reckless act of the Consumer.
- 13.7** The Consumer must prove the scale of any financial loss for which Cubee is liable in accordance with article 10.2.
- 13.8** The Consumer has a term of one year to submit a claim for compensation to Cubee customer service in relation to any financial loss for which Cubee is liable.
- 13.9** Without prejudice to the application of any form of mandatory law, Cubee's liability is limited to compensation of direct damage up to 75 euros per case.

## Article 14 Force majeure

- 14.1** If Cubee does not fulfil the obligations under the agreement in an adequate or timely manner due to force majeure, these obligations will be suspended until Cubee is able to fulfil these obligations as agreed.
- 14.2** In the event of a situation as referred to in the first paragraph, both parties are entitled to cancel the agreement in whole or in part with immediate effect without creating any right to compensation.

## Article 15 Amendments to the general terms and conditions

- 15.1** Amendments will be made to the General Consumer Terms and Conditions published at [www.cubee.be](http://www.cubee.be).

## Article 16 Applicable law and forum selection

- 16.1** These terms and conditions do not prejudice any rule of mandatory law. If one of these conditions is deemed to be invalid or unenforceable, this shall not prejudice the other stipulations, which shall remain in full effect.
- 16.2** Belgian law applies exclusively to all agreements between Cubee and the Consumer and the agreements ensuing from them.
- 16.3** All disputes ensuing from this agreement or from agreements ensuing from this agreement are the exclusive jurisdiction of the court of the district in which Cubee has its registered office, subject to mandatory stipulations of law stating otherwise, or the competent court chosen by Cubee in accordance with the applicable legal rules.