

General Terms and Conditions of Business for Swiss Post shops

1 Area of validity and service offering

- 1.1 These General Terms and Conditions (GTC) govern the conclusion, content and processing of contracts between Swiss Post and its customers (hereinafter referred to as the "Customer") in connection with the sale of goods via their online shop (hereinafter referred to as "Shops").
- 1.2 If goods are offered in the Shops by third parties, the customer's purchase contract is concluded directly with the respective supplier. In such cases, the responsibility of Swiss Post is limited to organizing conclusion of the contract and transport of the goods on behalf of the individual supplier. The sales offers of the goods suppliers are based on their individual delivery terms and conditions. Unless governed by other regulations, the following principles apply as the basis for processing the individual sales transactions.
- 1.3 Approval of these GTC and the principles that apply to the respective purchase transaction and the framework conditions of the individual goods suppliers is deemed to have been granted upon approval of the purchase order by the customer.
- 1.4 Swiss Post provides such services as permitted by its operating resources and takes all reasonable and economically and technically feasible measures to safeguard its data and services. It can transfer provision of the services to third parties.

2 Sales offer

- 2.1 The sales offers are published by Swiss Post in the Shops, and the respective goods supplier is indicated. Colour-related or other deviations from the published offer are possible and do not entitle the customer to withdraw from purchase transactions.
- 2.2 Subsequent changes to the offer may be implemented at any time, including correction of any errors in the price label or product description and declaration. Errors in the published offer do not entitle the customer to claim actual delivery of the goods.
- 2.3 As a rule, the sales offer is limited to customers who have their residence/a delivery address in Switzerland. However, Swiss Post may permit deliveries of properly labelled goods abroad, subject to special restrictions and conditions. In all cases, the taxation and customs regulations of the respective destination country to which the goods are being delivered apply.

3 Registration and ordering goods

- 3.1 The Customer undertakes to provide truthful information when ordering goods. Purchase orders made under a specific user name are allocated to the Customer in question.
- 3.2 Persons aged under 18 or persons who do not have full legal capacity confirm with their order that they have obtained the consent of their legal guardian to conclude the respective transaction.
- 3.3 Orders may be initiated by both registered and non-registered customers. Customers must register in accordance with the relevant principles of Swiss Post. Registered customers may benefit from special terms and framework conditions in accordance with the respective sales offer.
- 3.4 The Customer acknowledges that individual goods (e.g. DVDs) may be sold only to persons as of a certain age and are not suitable for distribution to young people or may be offered only for a specific destination area. The Customer undertakes to take account of and comply with any corresponding notices when placing an order.

- 3.5 Swiss Post's records of orders made by the Customer shall be deemed to be correct unless any investigations undertaken in this regard provide an indication of transmission errors.

4 Conclusion of the contract and right of revocation

- 4.1 The offers published by Swiss Post in the Shops do not constitute a contractual offer. Orders made by customers are deemed to be an offer to Swiss Post. The contract is concluded upon delivery of the products or provision of the service, subject to section 2.2.
- 4.2 The Customer is entitled to revoke the order in writing within seven days. The revocation period commences when the Customer places the order. The period is deemed to have been accepted if the declaration of revocation is forwarded to Swiss Post on the seventh day or transmitted electronically. The Customer is responsible for providing proof of revocation. The Customer bears the cost of returning the goods and for any costs incurred by Swiss Post.
- 4.3 Revocation is excluded for contracts
- relating to audio and video recordings and software that can be downloaded or accessed by customers,
 - relating to a photo service and all other customized products, i.e. with individual pictures and/or texts,
 - where the Customer's performance does not exceed CHF 100.
- In the other cases, revocation is excluded if the goods are no longer in their original packaging but have been opened (unsealed).

5 Delivery of ordered goods

- 5.1 Orders are handled in the sequence in which they are received by Swiss Post. In individual cases, particularly in respect of issues with a limited print-run, the respective goods provider reserves the right to cancel orders or reduce them by a proportionate amount.
- 5.2 The goods are distributed while supplies last, without any possibility of delivery of inspection items or reservation of goods in advance. The products remain the property of the respective supplier until they have been fully paid for.
- 5.3 Ordered goods are delivered directly by the respective supplier or the shipping partner it has engaged. A guideline delivery period of 2-5 working days applies to goods shipped from a warehouse, although no specific delivery times can be guaranteed. If goods are not in stock, a delivery period of max. 30 working days applies. Advance order periods for selected offers remain reserved.
- 5.4 Unless stated otherwise, orders are executed in the same way as any previous orders placed by the Customer and are delivered to the last address in Switzerland communicated to Swiss Post. Section 2.2 applies to orders placed by customers who reside abroad.
- 5.5 A waybill is included with every delivery. Subsequent deliveries are made as soon as the goods arrive. Registered customers are generally able to call up the delivery status of outstanding goods online.
- 5.6 In the event of delivery delays, the Customer is informed without delay. If the goods are no longer available, the order will be cancelled. If it is not possible to adhere to the maximum delivery period of 30 working days, the Customer has the option of withdrawing from the contract with immediate effect by submitting written notice.
- 5.7 In the event of cancellation or withdrawal, any amounts already paid by the Customer will be reimbursed. Any other claims of the Customer, especially claims for compensation owing to delayed delivery or non-performance and any subsequent claims and lost profits, etc. are excluded.

6 Complaints and repair or exchange of goods

- 6.1 Complaints must be made immediately. The complaint must include the nature and exact location of the defect and – depending on the goods – any equipment used. The defective goods must be returned to the respective contact address after the complaint has been made, subject to prior consultation with Swiss Post. The Customer bears the costs of the returning the goods.

- 6.2 Upon the unreserved acceptance of a goods delivery all claims of the Customer in respect of the supplier or the forwarder lapse, except in cases of intentional fraud or gross negligence.
- 6.3 Any damage not evident on the outside of the goods must be reported in writing within seven days of receipt. The same applies to complaints regarding incomplete delivery.
- 6.4 The individual regulations of the respective supplier apply to the exchange of goods. Swiss Post replaces sold products, providing the required number of replacement items is available. Swiss Post reserves the right to reject requests for replacement if no evident quality shortcomings are established. No claim against Swiss Post beyond the replacement of products or the cancellation of individual orders shall be admitted in any case.

7 Prices and payment terms

- 7.1 The Customer must pay the price as published in the Shops for the purchase of a product at the time the contract was concluded. He/she may use the payment methods accepted by the respective supplier. For deliveries outside Switzerland, VAT and customs duties are calculated at the rates prevailing in the respective country of destination (the recipient's domicile).
- 7.2 A small-volume surcharge of CHF 7 will apply to orders with a value below CHF 15.
- 7.3 The invoice amount of an order can be seen on the Swiss Post statement and the corresponding waybill. No other documents such as a copy of the waybill, performance certificates, etc. will be issued.
- 7.4 For payment by credit card, the purchaser must always provide the respective credit card company, number and expiry date of the credit card, in addition to the name and address. Any changes, particularly a new expiry date, must be notified in writing to Swiss Post in good time. Upon placing the order, the Customer authorizes Swiss Post to assign its claims to the corresponding credit card company in line with the relevant credit card agreement.

8 Data protection and data security

- 8.1 Entry and processing of personal data by Swiss Post and the respective supplier are subject to strict adherence to the provisions of data protection law.
- 8.2 Data recordings are passed on to third parties in anonymous form only. The transfer of provision of the service to third parties is subject to section 1.3; these third parties must be governed by the same obligations with regard to data protection as Swiss Post itself.

9 Guarantee and liability

- 9.1 In connection with the guarantee for goods, the individual provisions of the respective supplier apply.
- 9.2 During any guarantee period, defective goods are repaired free of charge or – if the defect cannot be remedied – the goods are replaced. There is no entitlement to replacements while the repair is being carried out.
- 9.3 If the defect cannot be repaired or if a replacement cannot be provided, the Customer is entitled to withdraw from the contract and to request reimbursement of the purchase price against return of the goods, subject to appropriate compensation for use. If other contracts were signed in connection with a sale transaction (e.g. telephone subscriptions, etc.), the latter remain in force in the event that the Customer withdraws from the contract owing to defective goods.
- 9.4 The guarantee does not include damage to operating equipment and materials such as memory cards, batteries, case parts or lightbulbs. Likewise, there is no guarantee for defects caused by normal use, improper care or failure to observe the instructions for use, or caused by the Customer or a third party or by external factors (especially moisture, contact with liquids, blows, etc.). In such cases, the Customer bears the costs of identifying the error and the repair. The guarantees apply instead of the guarantee and related compensation claims set out in the Swiss Code of Obligations.

- 9.5 Swiss Post does not assume any liability for late product deliveries, defective product descriptions and pictures or prices or for damage attributable to improper installation, use of the goods or Shop or abusive activities or the failure of third parties to act. Nor shall liability be accepted for compensation claims or any other claims by third parties or for subsequent damage and lost profits of any kind.
- 9.6 The customer is liable to Swiss Post for damages arising from the non-fulfilment or faulty performance of his contractual obligations unless he can prove that he is not at fault.

10 Additional provisions

- 10.1 Swiss Post may amend the present General Terms and Conditions and the related price list at any time.
- 10.2 If one or more of these provisions become(s) ineffective or null and void, the other provisions remain binding. In this case, Swiss Post will replace the null and void or ineffective provisions with other provisions that serve the same business purpose. The same applies to completion of any lacunae in the contract.
- 10.3 The present General Terms and Conditions are issued in English, German, French and Italian. In the event of contradictions, the German version is authoritative.
- 10.4 Only Swiss law is applicable. The UN Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded. The sole legal venue and place of performance is Berne, Switzerland unless other mandatory legal provisions apply.