

General Terms and Conditions 'Logistics services'

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1 Scope of application

These General Terms and Conditions govern the relationship between the customers (hereinafter referred to as the Customer) and Swiss Post (hereinafter referred to as Swiss Post) with regard to the use of goods logistics services in the national (domestic) and international spheres.

The document 'Terms and conditions for additional services and surcharges' is a supplement to these General Terms and Conditions, which regulates the terms and conditions for additional services.

Special arrangements and deviations from these General Terms and Conditions are only valid if accepted in writing by Swiss Post.

The products and services offered by Swiss Post are listed in its most recent brochures.

2 General provisions

2.1 Liability and insurance

However, the liability of Swiss Post shall be limited to the amount of damages (at cost), max. CHF 15.00 per kg of gross weight of the affected part of the consignment and max. CHF 36,000.00 per event. Liability in case of a force majeure event or for indirect or consequential damage, such as loss of profit, waiting times or interruptions to business, is expressly excluded. Any transport insurance (goods insurance) and insurance for goods submitted for storage (theft, water damage, fire, natural forces insurance, etc.) shall be the sole responsibility of the Customer. Complaints regarding visible damages or missing goods must be communicated immediately to the driver upon delivery of the goods and noted on the freight papers.

For damages that are not externally visible, a written complaint must be submitted within eight days of delivery.

2.2 Prices

Prices are calculated on the basis of the quantity of goods delivered/accepted. If the result of a subsequent calculation reveals a difference of more than plus/minus 10 % compared with the quantity, sales volume, weight or volume indicated, the prices are recalculated by Swiss Post and agreed with the Customer. If agreement cannot be reached between the parties, either party may terminate the working relationship by observing a notice period of 3 months.

Swiss Post reserves the right to adjust prices accordingly in case of an increase in the national consumer price index, the performance-related heavy vehicle fee (LSVA) and/or the climate cent and/or the future introduction and/or increase of other duties.

2.3 Investments

In the event that Swiss Post has made investments in view of a minimum contract term and if the contract is terminated prematurely for a reason for which the customer is responsible, the latter shall reimburse Swiss Post for these investments. The investments made must be defined and agreed in writing before the contract is concluded. The previous contractual term shall be offset against this reimbursement obligation on a pro rata basis.

2.4 Invoicing and payment terms

- Invoicing takes place on a regular basis; usually once a month.
- A separate invoice is created for each invoice reference.
- The current VAT rate is charged in addition to the prices listed and shown separately.
- Fuel surcharges are shown and charged separately (see Art. 3.10).
- The invoice amount must be transferred net within 30 days. Any unauthorized deductions (e.g. discounts, claims for damages, etc.) will be charged subsequently.
- In case of invoice amounts under CHF 100.00, an administration fee will also be charged.
- An administration fee will be imposed for any orders placed to make changes to invoices, provided that Swiss Post is not responsible.
- If the Customer is in arrears with an amount due, default interest will be charged at seven percent (7 %) p.a.

2.5 Right of retention

All goods handed over to Swiss Post or given to it in any other way serve as a pledge for the relevant balance from all business transactions with the client. After the expiry of a payment deadline set by Swiss Post under

threat of utilisation, Swiss Post shall be free to use the goods concerned as it sees fit without further formalities.

3 Special provisions for goods transport

3.1 Order placement and labelling of freight items

The order must be issued using the transport order form by fax or e-mail by 12 noon on the day before the desired delivery date.

The following information must be supplied when placing an order:

- Full collection, delivery and freight payer address.
- Quantity, weight and type of transport unit
- Dimensions of the transport unit
 - ½ EUR pallet (60 cm x 80 cm x max. 190 cm/higher pallets on request
 - 1 EUR pallet (120 cm x 80 cm x max. 190 cm/higher pallets on request
 - Other transport units (individual dimensions)
- Special details (e.g. ADR/SDR, COD, notifications, schedule restrictions, limited access, value of goods if more than CHF 15.- per kg gross weight, supplementary insurance, special treatment of goods being transported)

A transport order containing all of the above-mentioned details is required to process consignments. When the goods are handed over, Swiss Post asks the recipient to sign the Swiss Post transport note. The Customer may inspect the signed transport note within three years of delivery. If the recipient requests a delivery note, the sender shall attach one to the goods. If a delivery note is to be signed in addition to the transport note, an administration fee per delivery note will be charged.

It is the sender's responsibility to clearly label the freight items. Consignments of more than 10 pallets for the same recipient must be registered with the relevant processing department (Disposition) no later than 4 hours prior to collection.

Consignments comprising individual items with a maximum gross weight of over 1,500 kg or with piece lengths of over 3 m must be mentioned separately when the order is placed and require consultation with Swiss Post.

3.2 Adherence to the agreed schedule

If the agreed schedule is to be complied with, exact handover times as well as normal traffic and weather conditions need to exist. Force majeure events release Swiss Post from its obligation of adhering to the agreed schedule. Swiss Post's delivery and forwarding obligation shall lapse on Sundays and regional or Swiss public holidays. The customer must provide information about restrictions for the delivery, e.g. in traffic-calmed areas. In the event that the agreed schedule is not complied with, Swiss Post's liability shall be limited to the amount of the freight costs.

3.3 Hazardous goods (ADR/SDR consignments)

Hazardous goods must be packaged by the sender in accordance with ADR/SDR regulations, labelled and supplied with the necessary accompanying documents, otherwise transport must be refused. An additional fee will be charged for transporting hazardous goods.

3.4 Transport stress

Where transport stress is concerned, packaging which is suitable for transport is required and is the responsibility of the consignor. The crucial factor here is not only the stress during the actual transport phase but also includes the stress incurred during the storage and loading procedures as well as during any interim storage.

3.5 Checking weight and dimensions

Swiss Post is entitled to check the details of the orders passed to it by re-weighing and re-measuring items. Invoices are based on the values calculated by Swiss Post. The customer shall be held liable for overloading vehicles due to incorrect information.

3.6 Returns

An order is required from the Customer for the transport of returns. Such orders are executed and billed subject to the same terms as deliveries.

3.7 Unsuccessful collection

If a consignment cannot be collected – for reasons for which Swiss Post is not responsible – a surcharge per transport unit will be billed for the unsuccessful collection (exception: standing order with daily collection).

3.8 Second delivery

If a consignment cannot be delivered at the first attempt – for reasons for which Swiss Post is not responsible – the second delivery will be billed separately at the same conditions as the first unsuccessful delivery. Any interim storage will also be billed.

3.9 Loading aids (pallets, frames, lids, etc.)

For general exchange of goods transactions with senders and recipients, only intact EUP pallets that can be exchanged in accordance with the EPAL standard may be used (exchange criteria can be viewed at www.epal-pallets.org).

Loading aids will be exchanged for a fee.

Delivery of empty loading aids will be covered by a separate transport order and charged additionally.

3.10 Fuel surcharge

Diesel and fuel surcharges are calculated on the basis of the prices published by the Swiss Road Transport Association (ASTAG). The diesel statistics can be called up on www.astag.ch.

3.11 Locations that are difficult to reach

Transport to locations that cannot be reached by normal roads is charged separately (e.g. connecting freight for mountain railways, villages with no cars, etc.).

3.12 Cross-border road transport

The Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply to cross-border road transport.

(http://www.admin.ch/ch/d/sr/c0_741_611.html)

3.13 Special conditions

Consignments or special collections/deliveries at short notice or temperature-controlled consignments may only be carried out in consultation with Swiss Post and by prior arrangement. These are not subject to any standard tariff model and may, additionally, not be contractually agreed. Scheduling stipulations with time limits must also be agreed with Swiss Post in advance.

4 Special provisions for the storage of goods

4.1 Acceptance of goods

Swiss Post is entitled but not obliged to inspect all goods on delivery to make sure that they comply with the order specifications and accompanying documents.

Random checks are permissible even if this involves opening the packaging. Any non-compliance in this respect shall give Swiss Post the right to issue a written reservation or even to reject the whole consignment.

Swiss Post shall be obliged to inspect the exterior condition of the goods to be stored for any damage and if necessary to issue the customer with an appropriate written reservation.

4.2 Viewing and inspection rights

By prior arrangement, the customer shall have the right to view and inspect the goods during normal business hours. The viewing and inspection may only take place in the presence of a Swiss Post employee.

4.3 Inventory discrepancies

Liability for any inventory discrepancies is based on the level of the agreed incoming goods check (standard: outer box, order unit), the quantity transferred (measured on the basis of the number of lines in incoming and outgoing goods) and the type of process. Only differences between the physical stock and Swiss Post's EDP system which, in total (cost prices), exceed the error tolerance limit are relevant. The error tolerance limit is calculated by multiplying the number of incoming and outgoing goods during the period observed, the average value of the

goods and the tolerated error rate. Unless agreed otherwise, this is 0.05 %.

5 Other provisions

5.1 Engagement of third parties

Swiss Post may engage third parties to provide its services at any time.

5.2 Amendments to these General Terms and Conditions

Swiss Post reserves the right to amend these General Terms and Conditions at any time.

5.3 Place of jurisdiction

The place of jurisdiction is Berne.

5.4 Applicable law

In all other cases, the contractual relationship shall be subject to Swiss law.

5.5 Authoritative version

The General Terms and Conditions of Swiss Post are published in German, French, Italian and English. In the event of contradictions, the German version shall be authoritative.