

General Terms and Conditions

MAT[CH]read data logging

1 Scope and area of application

- 1.1 These General Terms and Conditions (GTC) govern the conclusion, content and execution of contracts with the Swiss Post (Post) for collecting the client's data.
- 1.2 The GTC are an integral part of the contract and are enclosed with the contract. The customer accepts the GTC by signing the contract.
- 1.3 Any customer's GTC are expressly excluded.

2 Post services

- 2.1 The Post collects the client's data according to the offer or the special logging description which, insofar as is necessary and available, forms an integral part of the parties' contractual agreement.
- 2.2 Without relevant instructions from the client, the Post independently decides on the appropriate type of logging based on the test processing of sample physical records.
- 2.3 The Post supplies the collected data to the client in the agreed format and quality. The agreed quality is determined by the type of logging used, as well as the quality, entirety and completeness of the records.
- 2.4 The records sent to the Post are either returned after logging, depending on the contractual agreement, stored for an agreed period of time, or directly destroyed. Unless otherwise contractually governed, any records sent by the client are stored for 30 days beyond completion of the task, and then destroyed. Without particular instructions from the client, the Post decides on the appropriate form of disposal.
- 2.5 The Post is free to call on subcontractors to log the data.
- 2.6 The Post is responsible for complying with the agreed deadlines. A delivery delayed by a maximum of 3 working days is considered as having been made on time.

3 Client duties

- 3.1 The client promptly provides the Post with the necessary number of records to determine the suitable type of logging and the quality it requires. It accepts the test logging result in writing to determine the quality.
- 3.2 The client ensures prompt and correct delivery to the Post as per the agreement.
- 3.3 The client ensures that the Post is exclusively provided with the data relevant to complete the task. The Post does not guarantee the security or availability for any other data.
- 3.4 The client promptly advises the Post of the form and packaging in which it wants the records returned.
- 3.5 The client bears the costs for the data and/or record deliveries to the Post, for storing the records at the Post beyond the 30-day term after task completion, and for returning the records to the client or transporting them to be destroyed, as well as the costs for secure destruction itself. Packing, transport and destruction costs are charged additionally to the client according to third-party invoices.

4 Rights

- 4.1 All rights to the data supplied to the Post by the client for collection remain the property of the client.
- 4.2 If, while logging the data, software is developed by the Post, all intellectual property rights, including know-how, remain with the Post.

5 Data transfer, place of execution and transferral of benefits and risk

- 5.1 The place of execution is the headquarters of the Post's logging centre in Kriens.
- 5.2 All data transfers (physical, via data carriers or electronic) are made for the benefit and at the risk of the customer.

- 5.3 The parties ensure they will only use and transfer data and data carriers which do not contain harmful software.

- 5.4 Data is only sent between the parties in the agreed form (medium, form, format). The interface description (where necessary) for the agreed form is an integral part of the contract.

6 Prices and payment methods

- 6.1 The prices are stated in the contract, and are exclusive of VAT.
- 6.2 The Post invoices its services monthly, unless otherwise contractually agreed. The invoices are payable strictly net within 30 days. The Post is always entitled to ask the client for an advance payment, without stating reasons, or to shorten the payment term.
- 6.3 If the client falls behind with paying a debt, it must pay a default interest of seven percent (7%) per annum.
- 6.4 The client cannot offset the Post's claims against any counter-claims.

7 Guarantee

- 7.1 The Post guarantees the logging quality as determined by the type of logging and the test recording certificate (point 3.1. above), based on the quality of the client's records (completeness, entirety, legibility, physical condition, etc.).
- 7.2 For postponements not based on client delays or which are not the Post's fault, the term for on-time delivery by the Post is deferred by at least the duration of the delay.
- 7.3 If the logging has qualitative defects for which the Post is responsible, the client must advise the Post of this in writing immediately after receiving the data by submitting a defect complaint and enclosing the erroneously logged data. The Post is not, however, responsible for quality defects relating to the condition of the records or which are considered typical of the selected type of logging in terms of form and frequency. Defects which would have been identifiable with proper attention upon acceptance can similarly not be enforced.
- 7.4 If the claimed damages prove to be justified, the Post rectifies the data in question within an appropriate grace period. Appropriateness is determined in terms of the complexity and quantity of the data to be rectified.

8 Liability

- 8.1 The Post is liable for the careful and faithful rendering of the contractually agreed services. The Post is only liable in the event of deliberate acts or gross negligence. Any other liability, particularly also for subsequent damage or lost profit, is excluded.
- 8.2 The customer is liable for damages arising from a breach of the contract, unless he proves that he is not at fault.

9 Data protection and confidentiality

- 9.1 The client agrees that the Post may forward and process the customer data advised to it as part of the contractual relationship within the Post Group (Post head office, direct and indirect participations). The Post ensures that the data is not made accessible to third parties outside the Post Group.
- 9.2 The client remains liable to disclose information to the persons affected by the data processing throughout the entire data processing period. It remains the exclusive point of contact for these persons regarding any other claims as per the data protection act.
- 9.3 For security and evidence purposes, the data deliveries to the client are logged in a back-up system for one year.
- 9.4 Both parties treat all facts and information confidentially that are not obviously or generally accessible. In cases of doubt, the facts and information must be treated confidentially. The duty of non-disclosure continues after termination of the contractual relationship, subject to legal duties of disclosure.

10 Commencement, duration and end of the contract

- 10.1 The contract takes effect upon being signed by both parties on the contractually agreed date. The duration and end of the contract is governed by the contractual agreements.
- 10.2 A withdrawal by the client prior to conventional completion by the Post or prior to completion within a set period of grace is considered as an unscheduled withdrawal. In this case, the client owes the Post the value of the already rendered logging services as per the contractually agreed prices, plus a flat compensation of 30% of the agreed or expected order total.
- 10.3 The right to termination without notice for good reason is always reserved. Good reasons particularly include:
 - the occurrence of events or circumstances which make it infeasible for the terminating party to continue the contractual relationship, in particular the breach of contractual obligations;
 - the official publication of initiated bankruptcy proceedings or moratorium on debt enforcement on one of the parties.

11 Changes and additions

- 11.1 Changes and additions to the contract require written form.
- 11.2 Should individual clauses of this contract be incomplete, legally invalid, or infeasible for legal reasons, this does not affect the validity of the rest of the contract. In this case, the parties will reach an agreement to replace the clause concerned with a valid clause as economically similar as possible to the former clause.

12 Applicable law and place of jurisdiction

- 12.1 Swiss law applies exclusively.
- 12.2 **The place of jurisdiction is Bern.**

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