

## Recall Channel General Terms and Conditions

### 1. Area of validity

These General Terms and Conditions (GTC) govern the relationship between Swiss Post and its customers (hereinafter referred to as "Customer") when using the recall channel service.

By signing the contract, these GTC are deemed to have been accepted. The latest version of the GTC is available at [www.post.ch/en/post-startseite/post-agb.htm](http://www.post.ch/en/post-startseite/post-agb.htm).

### 2. Service description

#### 2.1 Provision of infrastructure

The recall channel service includes the fee-based provision of a defined infrastructure with respect to the occurrence of a relevant incident on the Customer's premises. Together with the Customer, Swiss Post drafts a detailed requirements analysis and ensures the system connection for entering consumer orders. It also provides the infrastructure and logistics channels required by the Customer.

#### 2.2 Information and reports

Furthermore, Swiss Post ensures a regular exchange of information during a product recall and carries out the necessary reporting afterwards.

#### 2.3 Services in the event of an incident

The recall channel services are set out in the latest Swiss Post brochures as well as at [www.swisspost.ch/recallchannel](http://www.swisspost.ch/recallchannel).

##### 2.3.1 Disclosure

Option A involves the drafting/co-drafting of press releases and their publication in order to inform the relevant consumers. The choice of media channel and the level of recipient coverage are determined by the Customer.

Option B involves drafting and delivering information notices (flyers) to all or specific households in Switzerland. The Customer determines whether the flyers are to be delivered as addressed or unaddressed items.

##### 2.3.2 Hotline

The hotline includes the acceptance of retrieval orders by phone and dealing with consumers as per the instructions of the Customer.

The number of available lines and hotline opening hours are governed in the contract by means of logistics and add-on modules.

When selecting the hotline add-on module, the Customer incurs a fixed user fee which must be paid even if the hotline is not used for a recall operation.

##### 2.3.3 Disposal

Swiss Post disposes of the products in accordance with the relevant legal provisions.

##### 2.3.4 Using the service

Should an incident occur, the Customer can use the service providing the annual fee has been paid in full or the fee is paid within the period set out in Section 3.3 below.

If the Customer uses the Swiss Post service without having paid the annual fee or without paying for it within the specified period, Swiss Post reserves the right to bill the Customer for the expenses incurred.

### 3. Prices and payment terms

#### 3.1 Prices

Use of the recall channel service is subject to a fee. The prices are contractually agreed.

If the Customer does not terminate an agreement to the end of a contractual year, the annual fee – which is payable under the basic contract – is not refunded on a pro rata basis.

Interest is not paid on the Customer's credit balance.

#### 3.2 Billing

Bills are to be paid to the account stated in the invoice within 30 days.

The annual fee for providing the necessary infrastructure and the fixed costs for the hotline add-on module are to be paid annually in advance. The costs for the additional Disclosure and Disposal services and the variable costs for the hotline module will be billed to the Customer by Swiss Post upon completion of the recall.

### **3.3 Default interest and administration charges**

If the payment deadline elapses and a reminder has to be sent, the Customer will be charged a flat rate fee of CHF 20 (incl. VAT) for the second reminder and for each subsequent communication required to collect the outstanding sum. The right to claim for additional costs, in particular for all debt collection and processing costs, remains reserved.

### **3.4 Offsetting**

The Customer is not permitted to settle outstanding bills from Swiss Post by means of counterclaims.

## **4. Termination**

### **4.1 Ordinary termination**

Use of the recall channel and additional services can be terminated by the Customer or Swiss Post at any time subject to a notice period of three months to the end of a month. Notice must be given in writing. The contract will be tacitly extended by a year if no notice is given.

Following termination of the contract, the agreed logistics terms still apply. The hotline add-on service must be terminated together with the contract.

### **4.2 Extraordinary termination**

If contractual obligations are breached (in particular the non-payment of the annual fee) by the Customer, despite a reminder from Swiss Post, the contractual relationship may be terminated at any time and with immediate effect based on compelling grounds.

If, following the requirements analysis, the Customer does not pay the agreed annual fee within the period stipulated in Section 3.2, Swiss Post reserves the right to bill the Customer for any expenditure incurred and to terminate the contract under these extraordinary circumstances.

## **5. Liability**

Swiss Post accepts no liability for ordinary negligence. Furthermore, Swiss Post will not be held liable for the ordinary operation of third-party systems, in particular the Internet and software used by the Customer. Swiss Post also accepts no liability for consequential damages or lost profits.

## **6. Data protection**

Swiss Post and third parties commissioned by it for the provision of the required services shall comply with Swiss data protection legislation when processing data.

## **7. Changes to the General Terms and Conditions**

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

## **8. Severability clause**

If individual provisions of this contract are found to be invalid or unlawful, the validity of the contract will not be affected. In this case, the provision in question will be replaced by an effective provision which is closest in terms of its commercial significance.

## **9. Other provisions**

The General Terms and Conditions for Postal Services, Logistics Services, Swiss-Express Innight and Swiss-Express Day, and the most recent version of the AB Spedlogswiss (incl. storage) also apply.

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