

General Terms and Conditions

Change of address with forwarding

- 1 Area of validity**

These Change of Address with Forwarding General Terms and Conditions (GTC) govern the business relationships between the customers (hereinafter also referred to as the Customer) and Post CH Ltd (Wankdorfallee 4, 3030 Bern, Switzerland; hereinafter Swiss Post) in connection with the "Change of Address with/without forwarding" service. Together with the GTC "Postal Services" for private customers and the GTC "Postal Services" for business customers as well as the associated factsheet "Forwarding order", these GTC form the basis for the forwarding of consignments to a different address. The most recently dated documents of Swiss Post are authoritative. Orders apply for a maximum of 18 months and are subject to charge, unless only a change of address without an order for consignment forwarding from the previous address to the new address is requested. When ordering on the Internet, the GTC for "My Post customer portal" also apply. If the order involves a P.O. Box, the GTC on the use of a P.O. Box apply as well. References to persons refer to individuals of all gender identities, as well as to more than one person.
- 2 Service description**

In the case of orders with forwarding, consignments that were directed to the previous address are returned to the sender as undeliverable upon expiry of the applicable maximum term. In the case of pure changes of address without forwarding, consignments are returned immediately after their arrival at the previous address. If Customers wish to extend the forwarding of mail beyond the agreed maximum term, they must place a new fee-based order with Swiss Post for the "Redirect mail" service, whereby the first forwarding day of the new order must not lie within the term of validity of the previous one. Further consecutive orders for the same address will not be accepted: The Customer must provide Swiss Post with complete and accurate information. No simultaneous, geographically interlinked forwarding orders (chain constellations) may be placed. Private individuals and legal entities who/which have an identical domicile may be combined into one single order. Mail intended for guests and residents of institutions such as hotels, hospitals and homes can only be forwarded to other addresses if a corresponding agreement exists between Swiss Post and the institution in question (obligation notice). Orders that are not placed at least four working days (Monday to Saturday) before the initial day of forwarding are deemed to be express orders and are subject to a surcharge. The forwarding of parcel consignments is generally subject to a charge. Excluded from forwarding are unaddressed consignments and those addressed as poste restante as well as orders with a military address as their destination. For further details on each of the consignment categories, exceptions and facts, see the documents specified under section 1.

Consignments that are not forwarded to the new address in accordance with the above-mentioned information are deemed to be undeliverable and are returned by Swiss Post unrequested to the sender.
- 3 Payment**

See the relevant documents for prices as specified in section 1.
- 4 Liability**

Swiss Post's liability is determined based on the relevant provisions of the GTC "Postal Services" for private customers and the GTC "Postal Services" for business customers. To the extent permitted by law, Swiss Post is in particular relieved of any liability for consequential damage or loss of profit. Binding in all cases for the assessment of any compensation payments by Swiss Post is the transport order that was placed by the sender of the relevant consignment.
- 5 Data protection**

The general data protection provisions of the GTC "Postal Services" for private customers and the GTC "Postal Services" for business customers apply. The provisions of the "My Post customer portal" GTC also apply where applicable. The data privacy statement on the website www.swisspost.ch/data-privacy-statement provides further information about data processing by Swiss Post.
- 6 Duration and termination**

The Customer may cancel orders at any time. Swiss Post's processing term is a maximum of five working days. There is no entitlement to a discount or refund. Swiss Post reserves the right to cancel orders analogously in the event of misuse, in particular if a customer was not known at the previous address.
- 7 Amendments to the GTC**

Swiss Post reserves the right to amend the GTC at any time. Except in the case of urgency, the amendments shall be announced in a suitable manner beforehand. They shall be deemed to have been approved if the Customer does not submit a written objection within 30 days. Any objection shall automatically result in the immediate termination of the contract.
- 8 Severability clause**

Should individual provisions of these GTC be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts of the contract. In this case, the parties shall undertake to immediately replace the clause in question with an admissible effective clause whose content comes as close as possible to the original intention, unless this conflicts with consumer protection provisions.
- 9 Assignment of rights**

The assignment of the contract or of rights or obligations pertaining to the contract shall require written consent from both parties. Swiss Post may assign the present contract or rights and obligations arising from it to another company without the Customer's consent provided Swiss Post controls the company directly or indirectly. Furthermore, Swiss Post is entitled to transfer or assign contracts or claims arising from it to third parties for collection purposes without the Customer's consent.
- 10 Applicable law and place of jurisdiction**

The contract is governed by Swiss law. The place of jurisdiction is Bern. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 Swiss Civil Procedure Code for consumers).
- 11 Conciliation office**

Prior to referral to the competent courts, Customers have the option to settle the dispute at the PostCom conciliation office. Contact information can be found at www.ombud-postcom.ch.
- 12 Legal form of publication**

The legally binding GTC which constitute an integral part of the contract are published electronically and can be viewed at www.swisspost.ch/gtc. In particular cases, Swiss Post can provide Customers with a physical version of the GTC on request. The Customers acknowledge that paper versions of the GTC are only copies of the current, legally binding GTC published via electronic media, and that paper versions of the GTC are legally binding only if they correspond fully with the electronic version.

Post CH Ltd, July 2023

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