

General Terms and Conditions

Receipt authorization for service providers

- 1 Scope of application**

The present General Terms and Conditions (GTC) govern the business relationship between the recipients of postal items (hereinafter referred to as "authorizing parties») and Post CH Ltd (Wankdorfallee 4, 3030 Bern, Switzerland; hereinafter referred to as "Swiss Post") for the delivery of addressed items to the authorizing parties in question. The GTC, together with the GTC "Postal Services for Private Customers" and the GTC "Postal Services for Business Customers" and the associated factsheet (incl. price list), form the basis for registering receipt authorizations for service providers at Swiss Post. The most recently dated documents of Swiss Post are authoritative. References to persons refer to individuals of all gender identities and to more than one person.
- 2 Service description**

Items addressed to the relevant authorizing parties are handed over to the authorized agents designated by the authorizing parties on the basis of a corresponding declaration.
- 3 Delivery of the items**

On the basis of a corresponding declaration from the authorizing parties, Swiss Post is entitled to hand over items addressed to the former to the authorized agents for the attention of the authorizing parties. Upon handover of an item to the authorized agents, Swiss Post has fulfilled all its obligations for the transport order in relation to the authorizing parties.
- 4 Price**

The granting of receipt authorization for service providers by the Customer always incurs a fee. The prices and further details can be found in the documents listed in section 1. An invoice is issued once Swiss Post has received the authorization. Non-payment of the invoice within the period specified by Swiss Post will lead to the automatic termination of the authorization. Upon termination or cancellation of the authorization, the authorizing parties are not entitled to any reimbursement for the duration of the authorization that has already lapsed. Any reminders relating to outstanding payments, along with further payment collection costs, shall be charged to the Customer at CHF 20 per reminder. If anybody is in arrears with the payment, default interest of 5 percent per year shall be charged. Swiss Post reserves the right to assign unpaid invoice amounts to a debt collection company after sending a reminder to which no reply is received.
- 5 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
- 6 Data protection**

The general data protection provisions of the GTC "Postal Services for Business Customers" and the GTC "Postal Services for Private Customers" apply. The data privacy statement on the website www.swisspost.ch/data-privacy-statement provides further information about data processing by Swiss Post.
- 7 Duration and abrogation of authorizations**

The authorization is valid from the date on which it was received and processed by Swiss Post. It is granted for an indefinite period and can be cancelled in writing by the authorizing parties at any time. The cancellation will come into effect from the fifth working day after receipt by Swiss Post at the latest. Additionally, the validity of the authorization is bound to the existence of a basic agreement between the authorized agents and Swiss Post concerning the acceptance and delivery of the items.
- 8 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.
- 9 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.
- 10 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.
- 11 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).
- 12 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.
- 13 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 Customer acknowledges that paper versions are only copies of the current and legally binding GTC published on electronic media and that paper versions are legally binding only if they conform fully to the electronic version.

Post CH Ltd, January 2022

