

GENERAL TERMS AND CONDITIONS

RECEIPT AUTHORIZATION FOR SERVICE PROVIDERS

1 Scope for validity

The present General Terms and Conditions (GTC) govern the relationship between the recipients of postal items (hereinafter referred to as "authorizing party") and Swiss Post for the delivery of addressed items to the authorizing party in question. These items are handed over to the authorized agent designated by the authorizing party on the basis of a corresponding declaration.

2 Delivery of the items

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

3 Period of validity and cancellation

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 party at any time. The cancellation will come into effect from the fifth working day after receipt by Swiss Post.

Additionally, the validity of the authorization is bound to the existence of a basic agreement between the authorized agent and Swiss Post concerning the acceptance and delivery of the items.

4 Price

Swiss Post determines the price for the receipt authorization for the delivery of items to the authorized agent. 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 party is not entitled to any reimbursement for the duration of the authorization that has already lapsed.

5 Liability

Swiss Post will not be liable for non-performance or poor performance of the terms of the agreement, unless the authorizing party can prove that Swiss Post has caused damage intentionally or by gross negligence.

6 Changes

Swiss Post reserves the right to amend the present GTC at any time. The revisions will be communicated to the authorizing party in writing or in another appropriate form. Unless we hear from the authorizing party to the contrary in writing within one month, they shall be deemed approved.

7 Supplementary provisions

The latest version of Swiss Post's GTC for "Postal services" also apply.

8 Publication

The current GTC, which constitute an integral part of the contract (Receipt authorization for service providers), can be consulted at www.swisspost.ch/gtc. In particular cases, Swiss Post can provide customers with a paper version of the GTC. The Customer acknowledges that paper versions are only copies of the current and legally binding GTC published on electronic media and that paper versions of the GTC are only legally binding if they conform fully to the electronic version.

9 Data protection

The general data protection provisions of the GTC postal services for private customers / GTC postal services for business customers / GTC Customer Center Login apply, see www.swisspost.ch/gtc.

The data privacy statement on the website www.swisspost.ch/data-privacy-statement provides further information about data processing by Swiss Post.

10 Applicable law and jurisdiction

The place of jurisdiction is Bern. The foregoing is without prejudice to any (partial) mandatory jurisdiction (cf. in particular Articles 32 and 35 CPC for consumers).

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