

General Terms and Conditions

Swiss-Express «Innight» and Swiss-Express «Day»



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1 Area of validity

These General Terms and Conditions (GTC) govern the relationship between customers (hereinafter the Customer) and Post CH Ltd (hereinafter Post) in connection with the use of services for the forwarding of goods delivered during the night or day within Switzerland, including the Principality of Liechtenstein.

Special arrangements and deviations from the General Terms and Conditions are valid only if accepted in writing by Post.

The Swiss-Express «Innight» and Swiss-Express «Day» products and services offered by Post are described in its most recent brochures.

2 General provisions

2.1 Acceptance of the goods

The goods must be handed over to Post in a condition suitable for carriage. They must be prepared in such a way that, when properly loaded, they cannot cause any damage to other goods. Items must be addressed and packaged in accordance with the carriage regulations. The order details must be transmitted to Post electronically in advance. Post is entitled to levy a surcharge if items that do not meet these requirements entail additional processing. Post may, but is not obliged to, open items to check their contents. Extraordinary volume or quantity deviations (+20%) must be notified to Post in good time (at least four hours in advance of the usual collection or delivery time). Otherwise the sender shall assume the additional costs in accordance with section 2.4 or shall accept a possible delivery delay.

2.2 Goods which may not be sent by mail

The following goods are excluded from carriage:

- securities (shares, share certificates, bonds, mortgage notes, coupons, crossed cheques and bills of lading);
- banknotes (including coins made of non-precious metals but excluding numismatic coins, telephone cards, lottery slips and similar slips, uncrossed cheques, Reka cheques, traveller's cheques, savings books and stamps valid for postage);
- precious metals (metals whose value is at least equal to the value of silver, unprocessed, in bars or minted (excluding numismatic coins);
- watches and jewellery (watches, valuable accessories and spare parts, small clocks, clocks, i.e. wall and table clocks, real jewellery, real pearls (including cultured pearls), gemstones and jewels, presentation and sample collections);
- other valuables (including e.g. works of art, antiques, savings books), documents, deeds and goods whose value exceeds CHF 1,000;
- goods whose carriage is prohibited by law;
- perishable or easily damaged goods or goods requiring protection against vibration, heat or cold, fluctuations in temperature and moisture and necessitating special technical precautions;
- arms, ammunition, explosives or military equipment;
- pornographic works or works with offensive content;
- all goods which under national or international law are classified as hazardous goods (in accordance with ADR regulations), forbidden goods or consignments permitted only subject to specific provisions;
- all goods that could cause damage to property and/or persons;
- live animals;
- defective items (except returns);

2.3 Information about the goods, overloading

In accordance with the due diligence obligations of a regular freight carrier, Post is required to check that the cargo corresponds in terms of number and exterior condition with the details noted by the sender in the freight documents or data.

The Customer shall bear the cost of any subsequent weighing if it has provided no or incorrect weight information.

If the vehicle is found to be overweight because of incorrect information or for other reasons attributable to the Customer and which are not evident to Post, the Customer shall assume all the costs and damage incurred by Post on account of the overload.

2.4 Delivery of the goods

Goods are delivered in accordance with the Customer's instructions. The recipient's details (addresses) must be stated accurately and completely, otherwise Post will not assume any liability for loss. Deliveries are not made to P.O. box addresses. Time spent on address enquiries can be billed. For destinations with no road link, the valley station is deemed to be reception domicile.

2.5 Night-time deliveries

Deliveries are made outside regular business hours if the recipient is absent. The Customer therefore explicitly waives the need for a delivery slip signed by the recipient.

A delivery point agreement must be concluded stipulating the delivery location. The delivery point must be protected against climatic conditions and

must be lockable, while still accessible to Post at all times. The Customer and/or recipient undertake/s to provide Post with the necessary equipment (e.g. keys) for the deliveries in accordance with the agreement. An alternative delivery point must be provided for delivery points which are in vehicles and in other special cases. If these conditions are not met, Post will not assume any liability.

The Customer authorizes Post to accept directives in writing directly from the recipient regarding the delivery point. Furthermore, the Customer confirms that the recipient is responsible for custody of the consignment once it is delivered to the delivery point.

2.6 Daytime deliveries

In the case of daytime deliveries, the same conditions apply as for night-time deliveries. At the Customer's request, the recipient can be required to sign the delivery slip.

2.7 Load carriers (pallets, frames, lids, etc.)

In general transport operations with senders and recipients, only intact, exchangeable EUP pallets that conform to the EPAL standard may be used (exchange criteria can be found at www.epal-pallets.org). Frames and lids handed in to Swiss-Express «Innight» will not be exchanged. Likewise, claims resulting from frames and lids handed to Swiss-Express «Innight» are not permitted. In the event of a balance of pallets being settled in CHF, the value of a used container will be charged. In order to calculate the cargo weight required for pricing, the weight of the pallets, frames and lids will be taken into account.

3 Prices and payment terms

3.1 Prices

The services provided by Post are subject to the prices stated in the order confirmation or in the conditions accepted by the Customer.

Each order is billed individually.

If the sender hands consignments to Post, the invoice is prepared using the data delivered by the Customer in electronic form or as a printout. If the Customer does not provide the required data or does not provide them in the agreed form or does not provide them on time, he/she must pay a surcharge.

Diesel and fuel prices are calculated on the basis of the prices published by the Swiss Road Transport Association (ASTAG). Post reserves the right to adjust prices if the national consumer price index goes up and/or if the heavy goods vehicles tax is raised and/or if diesel or fuel prices are increased.

3.2 Invoicing and payment terms

Invoicing takes place on a regular basis and usually once a month.

The invoice amount must be transferred net within 30 days.

If the Customer is in arrears with an amount due, default interest will be charged at five percent (5%) p.a.

The Customer may not settle outstanding bills from Post by means of counterclaims.

4 Transportation obstacles

In the event of obstacles to transportation, Post must inform the Customer immediately and obtain instructions from him/her. If Post can demonstrate that it was not possible to inform the Customer or obtain instructions, it may return the goods to the Customer or store them, as it sees fit. If the Customer is responsible for the obstacle to transportation, he/she must assume the costs of the distance travelled and the costs of any returns or other ancillary costs. If Post is responsible for the obstacle to transportation, the Customer cannot be billed for any costs. If the obstacle to transportation cannot be attributed to either the Customer or Post, Post is entitled to reimbursement of the agreed freight and any additional expenses.

5 Liability

Post is liable for any damage incurred from the time the freight was handed over to it up until delivery, and for any loss.

Unless stated otherwise in the following, Post's liability shall comply with the Swiss Code of Obligations relating to carriage contracts. It is liable only for amounts up to that of the substantiated damage.

5.1 Liability restrictions

In the event of simple negligence, Post will be liable for a maximum of CHF 1,000 per item.

In the event of incorrect loads or substantial delays for which Post is responsible, Post's maximum liability will be for the carriage costs or the cost of delivering the goods to the end recipient as quickly as possible.

In the event of loss or damage to keys handed to Post, the latter shall be liable for a maximum of CHF 1,000.

5.2 Disclaimer

The following are excluded from the liability to pay damages in accordance with sections 5.3:

- damage caused by force majeure
- damage caused as a result of war, an instruction from a higher authority or confiscation
- damage caused by the Customer, sender, recipient or subcontractors
- breakages as a result of manufacturing errors or material faults
- damage to goods excluded from carriage in accordance with section 2.2
- internal damage to goods sent for repair or returns and to undeclared or incorrectly declared parcels
- damage caused by inappropriate or missing packaging
- liability for indirect or consequential damage, such as loss of profit or interruptions to business, is expressly excluded.
- Provided that Post can demonstrate that it acted in accordance with the due diligence required of a freight carrier, damage to goods resulting from frost, heat, temperature fluctuations, rain, snowfall and humidity are excluded from the liability to pay damages.
- Post will not accept any liability for the transport containers (e.g. pallets, boxes, etc.) If they are not returned or are not properly returned, Post cannot be held responsible.

5.3 Value to be replaced

If the transported goods are lost or damaged, liability for damages is limited to the acquisition value of the goods (excluding VAT) at the place and time of acceptance for carriage including costs up to the delivery point.

5.4 Sender's liability

The sender of a consignment is liable for all damage incurred by Post and/or third parties as a result of the carriage of impermissible shipments in accordance with section 2.2 or of objects that do not comply with the carriage regulations. Acceptance of such a consignment does not release the sender from its liability obligations.

5.5 Insurance

The task of taking out transport insurance to insure the merchandise is fundamentally the responsibility of the Customer.

5.6 Billing

The Customer waives compensation for any damage by paying the freight charges.

5.7 Reporting damage (in the case of night-time deliveries)

Damage that is visible externally must be reported to Post by 12 p.m. (noon) on the delivery date.

6 Other provisions

6.1 Involvement of third parties

Post may at any time engage third parties to provide its services.

6.2 Amendments to the General Terms and Conditions

Post reserves the right to amend the General Terms and Conditions at any time. The latest version is available at www.swisspost.ch.

6.3 Place of jurisdiction

The place of jurisdiction is Berne.

In the case of customers domiciled abroad, Berne will be the place of debt collection and sole place of jurisdiction for all proceedings.

6.4 Applicable law

In all other cases, the contractual relationship shall be subject to Swiss law.

6.5 Authoritative version

The General Terms and Conditions of Post CH Ltd are published in German, French, Italian and English. In the event of contradictions, the German version shall be authoritative.