

# Post CH Ltd "Philately" : General Terms and Conditions of Business

March 2010 issue

## 1. Area of validity

These General Terms and Conditions (GTC) govern the relationship between the customers (hereinafter referred to as the Customer) and Post CH Ltd for the sale of or subscription to stamps and philatelic articles and special philatelic articles (hereinafter referred to collectively as Products).

For orders placed via the Philashop, the General Terms and Conditions of Business for Post shops apply.

## 2. Product range

New products are publicized by Post CH Ltd in an appropriate manner. Publication is normally prior to the first date of issue of the product in question; in exceptional cases, however, it may occur after this date. The print-runs of the stamps and stationery items are published after conclusion of the sale.

Products are sold as long as stock is available, but not beyond the end of the stated selling period. It is not possible to obtain products on approval.

Unless otherwise stated, the prices of Post CH Ltd apply (including VAT for products subject to VAT but excluding any customs fees for customers resident in Switzerland). For customers domiciled outside Switzerland, VAT and customs duties are calculated at the rates prevailing in the respective country of destination (the recipient's domicile). The products remain the property of Post CH Ltd until they have been fully paid for.

## 3. Special wishes

Special wishes such as products with special overprints or markings, or flaws or products with other abnormalities cannot be considered. Instead of these, regular products are supplied in the same quantities ordered for as long as they are available. Exceptions are made only for cornerpieces and for single stamps with full cancellation, crescent-moon cancellation, etc., wherever possible, but an entitlement in this respect does not exist.

## 4. Sale of products

The products are sold via the distribution channels of Post CH Ltd or its corresponding sales partners as long as they are available and without any possibility of ordering or reserving products in advance.

## 5. Ordering products

### a) Placing the order

Orders must be placed in writing and bear the customer's signature. If the information and names supplied are unclear, the customer may be contacted for clarification purposes. For orders with a value of less than CHF 15, a flat-rate processing fee of CHF 7 is charged.

### b) Reducing orders

Orders are handled in the sequence in which they are received by Post CH Ltd. In individual cases, particularly in respect of issues with a limited print-run, Post CH Ltd reserves the right to cancel orders or reduce them by a proportionate amount.

### c) Delivery

In the absence of any agreement to the contrary, orders are sent as regular postal items to the most recent address provided by the customer. The appropriate surcharge is invoiced for special deliveries (express mail, TNT, etc). In the absence of instructions to the contrary, deliveries to existing customers are executed in the same way as previous orders.

Orders cannot be delivered together with standing order items. Cash on delivery is not possible.

If the customer contests receipt of one or several consignments, Post CH Ltd reserves the right to send further items as registered mail and to charge the Customer for postage accordingly.

#### **d) Down-payments**

Swiss Post reserves the right to ask for advance payment or payment on account, particularly if a large amount is involved, for new customers or cases in which such a procedure appears to be justifiable for some other reason.

#### **e) Lapsing of orders**

If the customer's account does not have a credit balance sufficient to cover an order within 45 days of its receipt, the order lapses without any further duty of notification on the part of Post CH Ltd. This also applies to orders from customers with outstanding balances that are not settled within 45 days.

### **6. Payment of ordered products**

#### **a) Methods of payment**

Post CH Ltd invoices may be paid by credit card, transfer or by debiting the customer account of the order originator. Cheques from non-European countries will be accepted against a processing fee of CHF 15. Customers in Switzerland may also authorize Post CH Ltd to debit the customer's postal account directly within ten days. However, cash sent by post, or stamps and other valuables, are not accepted in payment. The products remain the property of Post CH Ltd until they have been fully paid for.

#### **b) Invoice amount and payment term**

The invoice amount for the order is stated on the delivery note. Invoices are to be paid within 30 days of the date on which they are sent to the customer. No other documents, such as duplicate delivery notes, donation certificates or receipts for postage stamps with a surcharge, are issued.

The following payment conditions apply to orders in excess of CHF 1000: Prepayment will be requested from new customers or customers who have already received a reminder notice.

The amount is due within ten days in the case of debits from postal accounts. The amount must also be settled within ten days in the case of deliveries against invoice.

#### **c) Credit cards**

Payment by credit card may be made with Visa, Mastercard, American Express or Diners Club. In all cases the name, address and customer number as well as the credit card company, card number and expiry date must be indicated. Any changes, particularly a new expiry date, must be notified in writing to Swiss Post in good time.

#### **d) Customer account**

The account-holder is responsible for ensuring that the account balance is sufficient to cover the invoice amounts. Balances may be accrued on Post CH Ltd customer accounts by means of bank transfers or Swiss-franc bank cheques drawn on a Swiss bank.

#### **e) Account statements**

Account statements are issued to the holder at intervals; any objections must be made in writing within 30 days. If this term expires, the statements and the information they contain are deemed to have been approved.

#### **f) Payment principles**

In each case, the customer's payment documents must bear his name, address and customer number. From the time of the first warning a reminder fee of CHF 20 is charged. In addition, default interest of five percent p.a. is charged.

In the event of reimbursement, amounts of less than CHF 20 are not paid out in cash. Reimbursement in such cases is made in the form of stamps or international reply coupons. Cheques are made out only for countries for which no other method of payment exists. If the customer relationship is terminated, customers will have a maximum of two years within which to submit written claims to any account balances accompanied by bank account details.

The conversion rates for foreign currencies are based on the daily rates of PostFinance.

### **7. Standing orders**

#### **a) Taking out a standing order**

A standing order may be taken out at any time with effect from the next issue day by sending Post CH Ltd a completed and signed standing order form.

A standing order may be taken out only for specified minimum amounts of the available collection formats of the listed products. Any changes in paper, colour or gumming or any

other deviations from the original issue do not constitute a new issue and are therefore not delivered as part of the standing order.

Standing orders may not come into effect retroactively. If products from earlier issues are still available, they may be ordered from the "Sales List".

#### **b) Changing or cancelling standing orders**

Changes may be made to a standing order at any time. They come into effect on the next issue day. However, Post CH Ltd reserves the right to limit short-term and unusually large standing orders and/or increases.

The standing order may be cancelled in writing at any time. Post CH Ltd reserves the right to deliver the issue following notice of termination unless notice is given at least eight weeks in advance.

#### **c) Delivery to standing order holders**

Products under a standing order are delivered only after all outstanding balances have been settled or the balance on the customer's account is sufficient to cover the invoice amount. Standing order items cannot be delivered together with current orders.

The expiry, delivery and payment of standing orders are subject to the conditions set out in 5 and 6 above, mutatis mutandis.

### **8. Complaints and exchange of products**

#### **a) Complaints**

Complaints relating to orders or standing orders must be submitted in writing within 30 days after receipt of the items, along with the rejected products and a copy of the invoice.

Complaints regarding non-fulfilment or only partial fulfilment of delivery obligations must be submitted in writing to Post CH Ltd within 30 days following the first issue day or the first sales day of the product in question.

#### **b) Exchange**

Post CH Ltd replaces rejected products, providing the required number of replacement items is available. Post CH Ltd reserves the right to reject requests for replacement if no evident quality shortcomings are established.

No claim against Post CH Ltd beyond the replacement of products or the cancellation of individual orders shall be admitted.

### **9. Data protection**

Although the data required for the commercial transaction are stored by Post CH Ltd, they are treated as confidential and are not disclosed to third parties.

### **10. Liability**

Post CH Ltd does not accept any liability for delayed delivery of products or for incorrect product descriptions, illustrations or price details.

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

Post CH Ltd may amend the General Terms and Conditions at any time. Changes will be communicated to the customer in the philatelic magazine "Focus on Stamps" or in another suitable manner. They are deemed to have been accepted unless the customer contests them in writing within one month.

### **12. Applicable law and place of jurisdiction**

The court of jurisdiction and place of performance is Berne, Switzerland. In all other cases, the contractual relationship shall be subject to Swiss law.

### **13. Authoritative version**

The General Terms and Conditions are issued in German, French, Italian and English. In the event of contradictions or lack of clarity, the German version is authoritative.

Bern, 26.03.2010