

GENERAL TERMS AND CONDITIONS

Stamps & Philately Products

1. Area of validity

These "Stamps & Philately Products" General Terms and Conditions (hereinafter GTC) govern the business relationship between the Customer and Post CH Ltd (Wankdorfallee 4, 3030 Berne, Switzerland; hereinafter Swiss Post) in connection with the purchase of stamps and philately products as well as special philately products (hereinafter collectively referred to as Products). Orders via the Postshop are governed by the postshop.ch General Terms and Conditions. References to persons apply to both women and men as well as to more than one person.

2. Product sales

Products are sold via the distribution channels of Swiss Post or those of its relevant sales partners while stocks last. It is not possible to pre-order or reserve Products in advance.

3. Product orders

3.1 Placing orders

Orders must be placed in writing and with the Customer's signature. The Customer is obliged at all times to provide truthful information when placing orders. In the event of unclear information and descriptions being provided, Swiss Post reserves the right to contact the Customer for enquiries.

With order values of less than CHF 15.00, a flat processing charge of CHF 9.00 will be levied.

When an order is placed in a Swiss Post branch, the contract between the Customer and Swiss Post will be concluded upon the issuance of a receipt by Swiss Post, or upon shipment of the Products if other distribution channels are used.

3.2 Delivery

Unless agreements to the contrary have been made, orders will be sent by regular mail to the last address provided by the Customer.

Orders cannot be shipped in conjunction with subscription mailings. Cash on delivery is excluded.

If the Customer contests the receipt of one or more items, Swiss Post reserves the right to send further items by registered mail, charging the Customer for postage.

3.3 Securities

Swiss Post may demand advance payments or payments on account at any time, in particular for orders with high order values, for new Customers or in cases in which such a procedure appears necessary for any other reason.

3.4 Expiry of orders

If the Customer's account does not have sufficient funds within 45 days of receipt of an order, the order will expire without further notice from Swiss Post. The same applies to orders from Customers with outstanding balances which have not been settled within 45 days.

4. Payment terms

4.1 Invoicing

The amount due for an order is indicated in the order confirmation and/or the proof of purchase (receipt, delivery note/invoice). No other documents such as a copy of the waybill, performance certificates, etc. will be issued. Any reminders relating to outstanding payments, along with further payment collection costs, shall be charged to the Customer at CHF 20 per reminder. If the Customer is in arrears with the payment, default interest of 5% per annum shall be charged. In the event of non-payment of invoice amounts after receipt of a reminder, Swiss Post reserves the right to hand over the matter to a debt collection company.

4.1 Payment methods

Customers can choose from the payment methods available and offered to

them by Swiss Post. Swiss Post reserves the right to carry out a creditworthiness check or to have one carried out by a third-party company. Unless otherwise specified, Swiss Post invoices are payable within thirty days of being sent to the Customer. Stamps and other tangible assets will not be accepted as payment methods. Whenever a Customer chooses "customer account" as a payment type, the Customer Center GTC shall apply.

Further details on payment options can be found here [payment methods](#).

5. Special provisions for international services

For deliveries abroad, VAT and customs duties will be based on the regulations of the recipient country and will be charged to the Customer. By placing orders for delivery abroad, the Customer agrees that Swiss Post may exchange consignment data available to Swiss Post in electronic or physical form with the responsible domestic and foreign postal, customs and financial authorities in electronic form. The data protection policies of the country concerned shall apply.

Customers resident/living abroad can only pay by credit card.

Delivery in the destination country shall be according to the provisions of that country.

6. Subscriptions

6.1 Taking out subscriptions

Subscriptions starting on the next issue date can be taken out at any time by completing and signing the subscription form at a Swiss Post branch or by placing a written or telephone order with the Swiss Post Contact Center. Only listed Products can be subscribed to in the listed bundles and minimum purchase quantities. Any changes to paper, colouring or coating and other deviations from the original version are not considered new editions and will therefore not be delivered as part of a subscription.

Retroactive entry into force of subscriptions is excluded. Any Products still available from previous editions can be ordered based on the "sales list".

The subscription can be cancelled in writing at any time, subject to a notice period of eight weeks, at the end of a month.

6.2 Delivery to subscribers

Subscription Products will only be delivered once all outstanding amounts have been settled or the Customer's account balance is sufficient to cover the invoice amount. Subscription mailings cannot be shipped in conjunction with current orders.

The principles set out in section 3 f. et seq. shall apply mutatis mutandis to the expiry, delivery and payment of subscriptions.

7. Delivery

Product deliveries are governed by the [General Terms and Conditions "Postal Services for Business Customers"](#) / [General Terms and Conditions "Postal Services for Private Customers"](#). www.swisspost.ch/gtc.

8. Complaints and cancellations

8.1 Complaints

The Customer must check the Products delivered immediately upon receiving the consignment. Any damage and/or defects to the Products must be reported to Swiss Post immediately. The same applies to incomplete deliveries. Only after prior consultation with Swiss Post's Customer Center may the Customer send the goods to the relevant contact address. The Customer will bear the cost of returning the goods.

For defective Products, the statutory warranty applies. Swiss Post reserves the right to send the Customer a defect-free replacement in the event of defects to the Products that have been claimed and confirmed.

Swiss Post reserves the right to refuse a request for the delivery of a replacement if the goods are clearly not damaged or defective. Moreover, a replacement will be sent only if the goods are actually available in the required quantity (see section 2).



- 8.2 **Customer's right of revocation**
The Customer has the right to revoke the contract in writing within seven days. The revocation period starts running upon the conclusion of the Agreement. The deadline is considered to have been met if the revocation is communicated to Swiss Post in writing or electronically on the seventh day. The Customer is obliged to provide proof of revocation. The Customer will be responsible for the cost incurred by revoking the contract (especially the cost of returning the goods). Revocation is not possible for contracts
- relating to customized Products, i.e. with individual pictures and/or texts or
 - where the Customer's payment does not exceed CHF 100.
9. **Liability**
As permitted by law, Swiss Post does not accept any liability for damage or loss as the result of incidental or ordinary negligence. Swiss Post does not accept liability – to the extent permitted by law – for direct, indirect or consequential damage such as loss of profit, delays, loss of data or damage as a result of downloads. Swiss Post does not accept any liability for damage or loss caused by auxiliary personnel and third parties it engages (e.g. sub-contractors, suppliers, etc.) which result from incidental or ordinary negligence. Claims in respect of product liability and personal injury remain reserved. Swiss Post does not accept liability to the extent that is permissible by law for losses arising from force majeure or disruptions occurring particularly due to lack of Internet connectivity, unlawful interventions in telecommunication devices and networks, overloading of the network, wilful blockage of electronic channels by third parties or interruptions.
10. **Data protection**
- 10.1 **General**
Swiss Post observes the provisions of Swiss data protection legislation and the Postal Services Act when recording and processing personal data. Swiss Post processes and stores data which is necessary and required for business transactions. It safeguards Customer data with suitable measures and treats it confidentially. In order to provide services, it may be necessary to pass on shipping information to third parties. These third parties may be domiciled abroad. With the prior approval of the Customer, certain personal data, in particular address details, may be disclosed to other third parties in individual cases for previously notified processing purposes. The legal obligation to exchange data with other postal service providers as part of forwarding, retention and redirecting orders as well as disclosure in other legally prescribed cases remains reserved. The data privacy statement on the website www.swisspost.ch/data-privacy-statement provides further information about data processing by Swiss Post.
- 10.2 **Rights of people affected**
The Customer has the right to request information on the processing of his or her personal data or its correction, deletion or destruction. He/she may forbid the processing of his/her data, provided it is not necessary to render the services he/she has requested. This also applies to the disclosure of his/her data to third parties. If the Customer has expressly consented to further data processing, he/she may revoke this at any time. The legality of the data processing for the entire duration of the valid consent is not affected by this. If neither the correctness nor the incorrectness of the data can be determined, the Customer may request a note of objection to be added. All legal provisions which oblige or entitle Swiss Post to process or disclose data remain reserved. If the deletion of the data is not permitted for legal reasons, the data will be blocked instead of deleted. To assert his rights, the Customer must contact the following address in writing along with a copy of his passport or ID card: Post CH Ltd, Swiss Post Contact Center, Wankdorfallee 4, 3030 Berne, custcare@swisspost.ch. As e-mails are not encrypted, they are exposed to the typical security risks for this means of communication.
- 10.3 **Market research, customer advice and marketing**
With regard to the provision of a competitive market service, the Customer agrees that Swiss Post may collect and process his personal data for market research (e.g. customer satisfaction surveys) and consulting purposes. The Customer agrees that Swiss Post may collect and process personal data for its own advertising purposes. The Customer has the right to prohibit the use of personal data at any time without specifying reasons, provided that its usage is not required to render the services. As regards asserting the right of objection, see "Rights of people affected". Personal data may be disclosed to third parties who do not act as a data processor for previously notified processing purposes to the extent that it is legally permissible or with the prior consent of the Customer.
11. **Involvement of third parties**
The Customer agrees to Swiss Post involving third parties to render services and supplying the necessary data to the third parties involved. The data processor is subject to the same obligations as regards guaranteeing data protection as Swiss Post itself and may – subject to differing legal regulations – not process the data for its own purposes and only on behalf and on the instructions of Swiss Post. Swiss Post undertakes to select, instruct and monitor such service providers in a prudent manner.
12. **Changes to the GTC**
Swiss Post reserves the right to amend the GTC and range of services, or to cease services, at any time. The respective latest versions will be duly published on the Swiss Post website (www.swisspost.ch/gtc).
13. **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 by an admissible effective clause which in terms of content comes closest to the original intention, unless this conflicts with consumer protection provisions.
14. **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.
15. **Applicable law and place of jurisdiction**
- 15.1 The contract is governed by Swiss law. To the extent permitted by law, the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) is waived, as are the conflict of law provisions of the Federal Act on International Private Law (IPRG, SR 291).
- 15.2 The place of jurisdiction is Berne. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 of the Swiss Civil Procedure Code for consumers). Unless otherwise agreed, Berne shall also be the place of performance and the place of debt collection for Customers who are not resident in Switzerland.
16. **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, legally binding GTC published via electronic media and that paper versions of the GTC are legally binding only if they correspond fully to the electronic version.

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