# **General Terms and Conditions for**

# "pick@home"

#### 1 Area of validity

These General Terms and Conditions (GTC) govern the contractual relationship between customers (hereinafter the "Customer") and Post CH Ltd (Wankdorfallee 4, 3030 Bern, Switzerland; hereinafter "Swiss Post") for use of the service "pick@home".

The rules governing this service, together with the documents GTC "Postal Services for Private Customers" and the GTC "My Post" Customer Portal in their current versions supplement these General Terms and Conditions and form the basis for use of pick@home. All terms and conditions can be viewed at www. swisspost.ch/gtc.

On confirmation of an order, the Customer accepts these General Terms and Conditions without reservation as part of the contract and recognizes Swiss Post's currently applicable price list at <a href="https://www.swisspost.ch/">www.swisspost.ch/</a> sending.

References to persons apply to individuals of all gender identities and to more than one person.

### 2 Service offering

With "pick@home", the Customer can commission Swiss Post to collect domestic parcels from their home, office or another address in Switzerland using the channels for order confirmation.

Swiss Post may modify, expand or discontinue pick@home at any time without obtaining the express consent of the Customer. The Customer shall be notified of any changes to the services offered in an appropriate manner at least 30 days in advance.

Swiss Post provides its services in accordance with the company resources available and implements all economically reasonable, technically feasible and appropriate measures to secure its data and services. It may delegate the provision of services to third parties.

# 3 Channels for order confirmation

3.1 Use via the "My Post" customer portal To use pick@home via the "My Post" customer portal, the Customer must be registered and logged into the "My Post" customer portal.

# 3.2 Use via the Post-App

A pick@home order can also be entered using the Post-App. This requires a pre-printed return label from the distance seller.

The information from the last order (e.g. sender address, handover location, parcel size) is saved locally in the Post-App to be used for future orders.

# 3.3 Use via the distance seller's website

Distance sellers have the option to integrate pick@home into their website. Special provisions for this option are agreed contractually with each distance seller.

The distance seller can also integrate pick@home into its website if the Customer does not yet have a pre-printed return label. In this case, the system will generate a return label which the mail carrier will bring when collecting a parcel.

#### 4 Mailing options and value-added services

Mailing options and value-added services may be limited, depending on the level of participation of the distance seller. The following mailing options are available:

PostPac Priority	Subject to the provisions for PostPac Priority
PostPac Economy	Subject to the provisions for PostPac Economy
Bulky goods Economy	Subject to the provisions for Bulky goods Economy
Bulky goods Priority	Subject to the provisions for PostPac Priority

The value-added services available also depend on the provisions for the basic services listed above. Swiss Post reserves the right to offer a reduced range of value-added services for pick@home.

#### 5 Weight

The Customer is responsible for ensuring that the weight class chosen in the system matches the actual weight of the parcel. If it does not, Swiss Post reserves the right not to collect the consignment. No refund will be made.

#### 6 Payment

- 6.1 Commissioning via the "My Post" customer portal
  The Customer uses the payment options available in the
  "My Post" customer portal (except invoicing) and accepts the
  associated conditions.
- 6.2 Use via the distance seller's website

  The Customer uses the payment options available in the integrated payment module and accepts the associated conditions.

# 7 Packaging and addressing

- 7.1 The consignments to be collected must be packaged, addressed and ready for shipment. Consignments are subject to the provisions of the GTC "Postal Services for Private Customers" and the associated service descriptions of PostPac Priority / Economy or Bulky goods Economy.
- 7.2 If a pre-printed return label is provided by the distance seller, it must be placed on the consignment.
- 7.3 The Customer can use the domestic parcel labels online service to create address labels for normal parcel shipping.
- 7.4 Packages with incorrect barcodes and/or labels (e.g. cut out, recipient address covered, reused shipping label, photocopied label etc.) will not be collected. Costs for failed collections of this type are not refunded.



# 8 Collection of consignments

- 8.1 The Customer can select a handover point from a list in the system (impersonal handover) or indicate that the consignment will be handed personally to the mail carrier. For impersonal handovers, the Customer is responsible for ensuring that the consignment is protected from the weather. The handover point must be selected from the list. Other handover points are not supported.
- 8.2 The collection order is placed when the ordering process is completed and is confirmed to the Customer at the e-mail address specified while ordering. The Customer guarantees the accuracy of the details provided (e.g. name, address, e-mail address, etc.).
- 8.3 Each individual item to be collected is considered to have been handed over to Swiss Post when there is a corresponding scan event. The parcel's barcode is scanned and the Customer receives an e-mail informing him or her whether the collection was successful or not.
- 8.4 Swiss Post will not be liable for the loss of consignments ordered for collection before receipt by Swiss Post. No liability will be accepted for late or missed collection attempts, unless Swiss Post has acted with wilful intent or gross negligence. Swiss Post shall under no circumstances be liable for consequential losses or loss of profit. Neither is it liable for loss of consignments after a collection attempt, if the mail carrier was unable to collect the consignment due to non-compliance with the mailing or packaging requirements.
- 8.5 The order is considered complete after an unsuccessful attempt at collection. Where Swiss Post is not at fault, there is no entitlement to a renewed attempt at collection or to a refund.

#### 9 Data protection

The general data protection provisions of 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.

# 10 Legal form of publication

The applicable GTC which also form an integral part of the contract (GTC "Postal Services for Private Customers" and GTC "My Post" Customer Portal) are published electronically and can be viewed at www.swisspost.ch/gtc. In individual cases, Swiss Post may issue a paper version of the GTC at a customer's request. The Customer acknowledges that a hard copy of the GTC is merely a copy of the currently valid, sole legally binding, electronically published versions of the GTC, and that the information contained therein is only legally binding insofar as it corresponds with the electronic version.

Post CH Ltd, September 2023