

GENERAL TERMS AND CONDITIONS

RETAIN MAIL

- 1 These General Terms and Conditions (GTC), together with the "Postal Services" GTC and related "Forwarding Order" factsheet, form in their current versions the basis for the temporary retention of incoming consignments for a customer (hereinafter referred to as the Customer) of Post CH Ltd (hereinafter referred to as Swiss Post). Orders are payable and subject to a maximum term of 26 weeks. When ordering on the Internet, the "Customer Center Login" GTC also apply. If the order involves a P.O. Box, the GTC on the use of a P.O. Box apply as well.
- 2 If the Customer requests an extension of the retention beyond the maximum term of 26 weeks, he must place with Swiss Post a new payable order for the "Retain mail" service, whereby the first retention day of the new order must not lie within the period of the previous one. If an order is renewed, the consignments retained in the previous order cannot be retained under the subsequent order and will be treated as under section 8.
- 3 The Customer must provide Swiss Post with complete and accurate information. A separate order must be placed for every "Retain mail" order. Private individuals and legal entities who/which have an identical domicile may be combined into one single order.
- 4 Mail intended for guests and residents of institutions such as hotels, hospitals and homes can only be retained if a corresponding agreement exists between Swiss Post and the institution in question (obligation notice).
- 5 Orders that are not placed at least 4 working days (Monday to Saturday) before the initial day of retention are deemed to be express orders that are subject to a surcharge.
- 6 Incoming consignments are retained until the expiry of the "Retain mail" order. The viewing and/or collection of consignments during the execution period result automatically in the expiry of the "Retain mail" order placed.
- 7 Swiss-Courier consignments cannot be retained. Debt collection documents and legal documents are retained for a maximum of 7 days. For further details on each of the consignment categories, exceptions and facts, see the documents specified under section 1.
- 8 The Customer must either collect the consignments retained at the branch noted in the order or have them sent to his domicile address (except Saturday) 1 week after the expiry of the "Retain mail" order. Should the Customer fail to do so, the consignments are returned to the sender as undeliverable.
- 9 Parcels and express items are handled in accordance with the order placed by each Customer and the applicable principles. Parcels can only be retained for a contractual period of up to 8 weeks.
- 10 Senders of consignments with proof of delivery are notified in writing that, due to an existing order, such consignments can be delivered only at a later date. The absence of the Customer and the duration of his order will not be disclosed to third parties. This is subject to legal disclosure and information obligations.
- 11 The prices are subject to the current Swiss Post publication.
- 12 All liability of Swiss Post for the non- or improper performance of retention orders is excluded, unless it caused the damage with intent or gross negligence. Binding in all cases for the assessment of any compensation payments by Swiss Post is the transport order that was placed by the sender of the relevant consignment.
- 13 The Customer may cancel orders at any time. Swiss Post's processing term is a maximum of 5 working days. There is no claim to a discount or refund. Swiss Post reserves the right to the analogous cancellation of orders in the event of abuse, in particular if the Customer was not known at the previous address.
- 14 Swiss Post reserves the right to make subsequent amendments to the GTC at any time. These terms and conditions are subject exclusively to Swiss law. Berne is agreed to be the place of jurisdiction. These conditions are subject to any contrary and mandatory provisions of the law.
- 15 The way in which Swiss Post processes customer data and the rights to which customers are thereby entitled is described in the "Postal Services" GTC or "Customer Center Login" GTC (can be accessed at www.swisspost.ch/gtc). The data protection provisions contained within these GTC also apply to the present contractual relationship.
- 16 The current GTC, which constitute an integral part of the contract "Retain mail", can be consulted at www.swisspost.ch/gtc. In particular cases, Swiss Post can provide the Customer with a physical version of the GTC if requested. The Customer acknowledges that paper versions are only copies of the current and 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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