

# General Terms and Conditions

## Retain mail

- 1 These General Terms and Conditions (hereinafter referred to as GTC) govern the business relationships between customers (hereinafter referred to as Customer) and Post CH Ltd (hereinafter referred to as Swiss Post) with respect to orders for retaining consignments being sent to customers (hereinafter referred to as Order). The applicable versions of the "Postal services" GTC and associated "Forwarding order" factsheet for business and private customers also apply. Orders are payable and subject to a maximum term of 26 weeks. If Orders are issued via 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 Order beyond the maximum term of 26 weeks, he must place with Swiss Post a new payable Order, 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 continue to be retained under the subsequent Order but will instead 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 each recipient name. 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 four 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 will be retained until expiry of the Order. The viewing and/or collection of consignments during the execution period of the Order 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 seven days. For further details on each of the consignment categories, exceptions and facts, see the documents specified under section 1.
- 8 The Customer must collect the retained consignments within one week of expiry of the Order from the branch specified in the Order, or have them delivered to his domicile or P.O. Box address. Charges apply to home delivery on Saturdays. Should the Customer fail to do so, the consignments are returned to the respective 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 eight weeks.
- 10 Senders of consignments with confirmation of receipt 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 latest 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 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 five working days. There is no entitlement to a discount or refund. Swiss Post reserves the right to cancel Orders analogously in the event of misuse, 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. The respective latest versions will be duly published on the Swiss Post website ([www.swisspost.ch/gtc](http://www.swisspost.ch/gtc)). Swiss law will apply exclusively. 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 are described in the "Postal Services" GTC or "Customer Center Login" GTC (can be accessed at [www.swisspost.ch/gtc](http://www.swisspost.ch/gtc)). The data protection provisions contained within these GTC also apply to the present contractual relationship.
- 16 The legally binding "Retain mail" GTC which constitute an integral part of the contract can be viewed at [www.swisspost.ch/gtc](http://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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