General Terms and Conditions
“Postal Services” for Business Customers

1 Area of validity
These General Terms and Conditions “Postal Services” for Business Customers (hereinafter referred to as the “GTC”) govern the business relationships between the Customers and Post CH Ltd (Wankdorfallee 4, 3030 Bern, Switzerland; hereinafter referred to as “Swiss Post”) for the use of postal services in the national (domestic) and international spheres. The service is essentially geared towards customers in Switzerland and is not actively offered in Europe. The use of specific services shall be governed by additional Terms and Conditions. The products and services offered by Swiss Post are listed in its current published communication media and may be consulted at www.swisspost.ch.

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

2 General provisions
2.1 Addressing and packaging
The sender is required to protect the goods with suitable packaging. The specific applicable requirements for each Swiss Post service regarding addressing and packaging must be observed (parcel: www.swisspost.ch/sending-instructions; letter: www.swisspost.ch/layout-of-letters; print media: www.swisspost.ch/printmedia). For dangerous goods, special packaging regulations and quantity restrictions apply (www.swisspost.ch/dangerous-goods). Swiss Post must be clearly marked on the consignments as the postal service provider used. For consignments that cause additional processing Swiss Post may impose a surcharge. If the currently valid organizational regulations are not adhered to and if the consignment cannot be properly processed as a result of these defects, liability shall be excluded.

2.2 Collection, dispatch and receipt
The consignments can be handed in or collected in accordance with the Swiss Post service. Delivery of the consignments shall be expressly subject to the recipients’ instructions in accordance with the Swiss Post range of services. The recipients’ instructions shall similarly be expressly subject to contrary orders of the senders. Any details must be agreed directly between the sender and recipient.

2.3 Relevant data and availability of acknowledgements of receipt
If during the electronic recording of addresses and barcodes on the consignments Swiss Post reads data (including digital images) which are different from those provided by the Customer to Swiss Post in electronic or any other form, then the Swiss Post data shall have precedence for the purposes of further processing. The data recorded by Swiss Post shall have precedence also in the case of mail which is returned to the sender. If only Swiss Post has the relevant data, the Customers shall acknowledge them as appropriate. Acknowledgements of receipt for letter and parcel consignments are available for three years.

2.4 Prices and payment terms
2.4.1 Prices
Swiss Post determines the form in which prices for the conveyance of mail shall be published. The prices included in the current published communication media shall apply (www.swisspost.ch/prices).

2.4.2 Payment
In principle, the prices are to be paid by the sender when the item is handed over to Swiss Post unless other payment arrangements have been agreed upon.

2.4.3 Invoicing
If the sender mails consignments regularly at Swiss Post, the latter will issue periodic invoices on the basis of the data provided in electronic or physical form by the sender. If the sender’s data differ from those entered by Swiss Post, the authoritative data shall be established in accordance with section 2.3. Invoices are payable within 30 days. The Customer shall be charged 20 francs per reminder for any reminders relating to non-payment, along with any additional collection charges. If the Customer is in arrears with the payment, default interest of 5 percent per year shall be charged. Swiss Post reserves the right to assign unpaid invoice amounts to a firm charged with collection in the event that the reminder is not acted upon. In justified cases, Swiss Post shall have the right to demand cash payments from senders or to shorten the payment term.

2.4.4 Payment discrepancies
If the senders have paid too much for the conveyance of an item, they are entitled to reimbursement of the difference. If senders have paid too little for the conveyance of an item, Swiss Post is entitled to demand from the sender the amount paid and the amount owed, plus a processing surcharge. If the sender is unknown, the shortfall shall be collected from the recipient.

2.4.5 Collateral
Swiss Post is entitled to demand reasonable collateral at any time, particularly if:
– the Customers have or move their place of residence or business abroad,
– the Customers’ solvency is in doubt,
– the Customers do not observe payment deadlines,
– Swiss Post has already suffered a loss attributable to the Customers.

2.4.6 Cancellation of franking license
In justified cases, in particular if the Customers fail to duly fulfill their payment obligation, Swiss Post may cancel the franking licence. The Customers are no longer permitted to use any barcodes that still exist and are obliged to surrender these immediately to Swiss Post upon first request.

2.5 Delivery
2.5.1 Time and place of delivery
Items are regarded as delivered if Swiss Post has handed them to the recipient or deposited them in another place specified for this purpose (e.g. letter box, mailbox or a lockable parcel box or post office box (P.O. Box) [the latter only for letters]). Should an item be addressed to both a residence or place of business and to a P.O. Box (double addressing), Swiss Post will deliver generally as follows:
– Letters and newspapers: to the P.O. Box,
– Parcels and express items: to the place of domicile.
The Customers shall acknowledge the Swiss Post electronic recording of delivery as proof of successful delivery. For registered letters or parcels and express deliveries with the additional service of signature, insurance, personal delivery or electronic cash on delivery, the recipient shall confirm receipt of the consignment by signing on the devices used by Swiss Post. If the recipient refuses to sign, the delivery shall be returned to the sender with the note “acceptance refused”.
If delivery is not made in person by registered letter or parcel and express delivery with the additional service of signature or assurance by listed delivery, the recipient shall confirm receipt of the delivery by signing this list, which shall be submitted on the same day to Swiss Post. Any discrepancies ascertained shall be reported on the same day.

In the event that the recipient has granted delivery authorization to Swiss Post for registered letters or parcels and express deliveries with the additional service of signature or insurance, the item shall be deemed to have been delivered at the time it was deposited as agreed.
2.5.4 Letter box and letter box system
The letter box or the letter box system is to be set up and labelled in accordance with the relevant provisions of the Postal Services Ordinance (PostO). The letter box must be emptied at regular intervals, so as to prevent any overfilling. If letter consignments cannot be placed in a letter box because it is overfull, unregistered letter consignments that arrive are stored subject to a fee for a maximum of four weeks and invoiced. Unclaimed consignments are then returned to the sender.

2.5.5 Authorized recipients
In addition to the addressee, all persons encountered at the same residence or place of business shall be entitled to receive items of mail. If the recipient or other persons entitled to receive the items of mail are absent, parcel, courier and express items may also be delivered to a neighbour. This condition shall apply subject to statutory limitations or unless otherwise stipulated by the sender or recipient in accordance with the services provided by Swiss Post.
3.1.2 Liability is also excluded if the items are handed over or deposited at the request of the sender or recipient in a manner that is different from regular delivery as per sections 2.5.1 and 2.5.2.

3.1.3 Swiss Post is only liable up to the amount of cash on delivery.

3.1.4 In the event of damages or losses requiring compensation, Swiss Post can pay the compensation to either the sender or recipient with discharging effect.

3.1.5 The sender shall be liable for all damages and losses incurred by Swiss Post or third parties as a result of items which may not be sent by mail or the failure to observe shipping conditions.

3.2 Letters

3.2.1 With regard to letters, Swiss Post is liable for claims resulting from damage, loss or incorrect delivery as follows:

<table>
<thead>
<tr>
<th>Services offered</th>
<th>Liability limit</th>
<th>Maximum value of the contents per consignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letters without acknowledgement of receipt and disposal</td>
<td>CHF 0</td>
<td>Not specified</td>
</tr>
<tr>
<td>Registered mail (R)</td>
<td>CHF 500</td>
<td>“A” securities Watches/jewellery Other goods</td>
</tr>
<tr>
<td>Letter with ID check</td>
<td>CHF 500</td>
<td>“A” securities Watches/jewellery Other goods</td>
</tr>
<tr>
<td>Letter with contract signing and ID check</td>
<td>CHF 500</td>
<td>Excluded from conveyance</td>
</tr>
<tr>
<td>Court document Debt collection document</td>
<td>CHF 500</td>
<td>Not specified</td>
</tr>
</tbody>
</table>

1 Should the limits for the entire contents of the consignment be exceeded, liability shall be excluded.

3.2.2 In the event of delayed delivery of registered mail, only the cost of transport will be refunded.

3.2.3 A Mail Plus letters will be returned via the standard returns channel.

3.3 Parcels

3.3.1 With regard to parcels, Swiss Post is liable for claims resulting from damage, loss or incorrect delivery as follows:

<table>
<thead>
<tr>
<th>Basic service</th>
<th>Additional service</th>
<th>Liability limit</th>
<th>Maximum value of the contents per consignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcels None</td>
<td>CHF 500</td>
<td>“A” securities Watches/jewellery Other goods</td>
<td></td>
</tr>
<tr>
<td>Parcels Signature, Electronic COD or Personal delivery</td>
<td>CHF 1,500</td>
<td>“A” securities Watches/jewellery Other goods</td>
<td></td>
</tr>
<tr>
<td>Parcels Assurance</td>
<td>CHF 5,000</td>
<td>“A” securities Watches/jewellery Other goods</td>
<td></td>
</tr>
<tr>
<td>Parcels Fragile</td>
<td>CHF 5,000</td>
<td>“A” securities Watches/jewellery Other goods</td>
<td></td>
</tr>
</tbody>
</table>

1 Should the limits for the entire contents of the consignment be exceeded, liability shall be excluded.

3.3.2 Swiss Post shall not be liable for delays. This shall apply to all basic and additional services. As an exception, the costs of the “time slot delivery” additional service can be refunded in the event of non-performance, but non-performance is due to weather conditions, traffic disturbances or other reasons for which Swiss Post is not responsible. The sender must inform SwissPost in writing of the non-performance of the “time slot delivery” within 30 days of the date when the “time slot delivery” failed to be duly made.

3.4 Express, SameDay and courier consignments

3.4.1 With regard to express, SameDay and courier consignments, Swiss Post is liable for claims resulting from damage, loss or incorrect delivery of a consignment as follows:

<table>
<thead>
<tr>
<th>Basic service</th>
<th>Additional service</th>
<th>Liability limit</th>
<th>Maximum value of the contents per consignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swiss-Express “Moon”</td>
<td>Identification</td>
<td>CHF 1,500</td>
<td>“A” securities Watches/jewellery Other goods</td>
</tr>
<tr>
<td>Swiss-Express “Moon”</td>
<td>Evening</td>
<td>CHF 1,500</td>
<td>“A” securities Watches/jewellery Other goods</td>
</tr>
<tr>
<td>Swiss-Express “Moon”</td>
<td>Afternoon</td>
<td>CHF 1,500</td>
<td>“A” securities Watches/jewellery Other goods</td>
</tr>
<tr>
<td>Swiss-Express “Moon”</td>
<td>SameDay</td>
<td>CHF 1,500</td>
<td>“A” securities Watches/jewellery Other goods</td>
</tr>
</tbody>
</table>

3.4.2 If Swiss-Express “Moon” and SameDay consignments are delivered late, only the cost of transport will be reimbursed. Weather conditions, traffic disturbances or other causes for which Swiss Post bears no fault, are reserved. Swiss Post must be informed in writing of the delay within 30 days of the date when the delivery should have taken place.

3.5 COD amounts

3.5.1 Swiss Post shall be liable up to the amount of cash on delivery due (max. 10,000 francs) for:
- amounts collected, until they have been credited as required to the account specified by the recipient of the cash on delivery amount, or
- items handed over without payment of the cash due on delivery or on payment of an amount lower than specified, subject to section 3.5.2.

3.5.2 Swiss Post shall not be liable for cash on delivery if:
- non-collection is attributable to an error or negligence on the part of the sender, in particular in the event of the failure to furnish data or the provision of late or incorrect data by the sender, or delays occur in collecting and transferring the amounts payable, or
- the item is excluded from conveyance under section 2.7.

3.5.3 Swiss Post shall not be liable for a COD amount that was not collected if the basic service involved is a letter without acknowledgement of receipt.

3.6 Forfeiture of liability claims

All claims against SwissPost shall lapse from the time the goods are accepted without reservation, except in cases of deliberate deception and gross negligence. Swiss Post shall remain liable for externally non-recognizable damage to the consignment, provided this is brought to its attention in writing within eight days of delivery.
3.7 Limitation in respect of compensation claims
Compensation claims against Swiss Post will expire after one year.

- In the case of loss or delay, this period will run from the date on which delivery should have taken place.
- In the case of damage, it will run from the date on which the mail was handed over to the addressee.

This provision does not apply in the event of fraudulent intent or gross negligence.

3.8 Potential reclaiming of the compensation
3.8.1 Should a lost item, or part thereof, be found after payment of compensation, the sender or recipient shall be notified that the item may be reclaimed on repayment of the compensation amount within three months. If no such repayment is made, the offer will be made to the other party. If the item was delivered to the recipient after payment of compensation, the sender or recipient – or, in the case of a written assignment of the sender’s claims, the third party – is obliged to repay the compensation.

3.8.2 If the item is not claimed by either sender or recipient, it will become the property of Swiss Post.

3.8.3 The foregoing shall apply save as otherwise agreed between the sender and Swiss Post.

4 Special provisions for foreign mail (www.swisspost.ch/info-int)
4.1 Provisions governing customs clearance, imports, exports and data exchange
In addition to the requirements set out in section 2.1, mail must be prepared for customs clearance before it is handed over to Swiss Post.

The sender shall comply with the export and import regulations and the customs regulations of the country of departure and destination (export: www.swisspost.ch/export; import: www.swisspost.ch/import). The sender must fill out the necessary accompanying documents (fright documents, commercial invoices, approvals, etc.) completely and truthfully and enclose them with the consignments. By entering data or posting, 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 authorities or authorities responsible under local law in electronic form for the purposes of providing services, tracking consignments and customs clearance. The data protection policies of the country concerned shall apply.

4.2 Delivery
4.2.1 Export
Handling and delivery in the destination country shall be according to the international and national provisions of that country. If the recipient of a Swiss Post GLS parcel refuses or is unable to pay for any customs clearance charges or import fees (VAT, customs fees, storage costs at a bonded warehouse, etc.), the sender must pay for them. In addition, a return debit charge and any collection costs will be invoiced.

4.2.2 Import
An item from abroad will be handed to recipients only if they pay any customs costs and import fees (VAT, customs fees, etc.) according to the payment terms of Swiss Post. If the recipient refuses to do this, it will be returned to the sender at the latter’s expense. Recipients who receive invoices may opt to have the costs reimbursed after providing the self-operated branch (not branches with partners) with the necessary information about the consignment.

4.3 Items which may not be sent by mail
In addition to the items listed under section 2.7, mail will not be carried if it contains objects which are excluded by Swiss Post from transportation in the selected category (e.g. cash, weapons, weapon accessories and ammunition) or which may not be imported into or circulated within the destination country. As a rule, it is up to the sender to obtain information about import and export options from the relevant authorities in the destination country or from the relevant diplomatic representations. Swiss Post assumes no responsibility in this respect.

4.4 Liability
4.4.1 Principle
Except in the cases provided for in section 4.4.6, Swiss Post shall be liable in the event of loss, theft or damage to registered international letters, PRIORITY Plus, PostPac International and Swiss Post GLS parcels. Swiss Post shall be liable only for the amount of damage approved (not exceeding the declared value of the contents on the consignments documents at the time of posting and up to the maximum amounts set out in section 4.4.2). Unless otherwise provided for specific products, it shall not bear any liability in the event of force majeure for consequential loss, delay, spoiled or soiled goods, damaged packaging and loss of profit or other loss or damage (in particular, customs duty) which has not been caused by gross negligence or willful intent. No liability will be incurred if the Customer sends goods that are not eligible for mailing.

4.4.2 Transport of securities, watches, jewellery and other goods
For international shipments the following liability limits and maximum amounts set out in section 2.8 and to other goods (see exceptions to the liability rule in section 4.4.6):

<table>
<thead>
<tr>
<th>Services offered</th>
<th>Standard liability limit</th>
<th>Heightened liability limit at extra charge</th>
<th>Maximum value of the contents per consignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>PostPac International</td>
<td>CHF 250</td>
<td>CHF 3,000</td>
<td>Excluded from conveynce</td>
</tr>
<tr>
<td>PRIORITY Plus</td>
<td>CHF 500</td>
<td>Excluded from conveynce</td>
<td></td>
</tr>
<tr>
<td>Registered international letters</td>
<td>CHF 500</td>
<td>Excluded from conveynce</td>
<td></td>
</tr>
<tr>
<td>ECONOMY</td>
<td>CHF 150</td>
<td>EUR 5,000</td>
<td>Excluded from conveynce</td>
</tr>
</tbody>
</table>

1 Compensation shall be to the amount of the average cost price (excl. VAT) of similar goods at the place and time of mailing. If agreement is not reached, compensation shall be calculated in time with the usual value of the goods; estimated on the same basis. For Swiss Post GLS, compensation shall be to the value of the goods declared in the commercial invoice.

2 Should these limits be exceeded for the entire contents of the consignment, liability shall be excluded.

3 For parcels being imported maximum liability limit of 250 francs applies. For parcels being exported, the maximum liability limit is 500 francs.

4 Supplementary insurance will be taken out for the extra charge.

4.4.3 Price refunds
The obligation to compensate for loss, comprehensive theft or comprehensive damage entitles the Customer to also claim a refund of the price – in case price paid, except the premium for supplementary insurance for Swiss Post GLS parcels. This applies to Swiss Post GLS parcels only if the carriage fee is stated explicitly on the commercial invoice.

4.4.4 Claim entitlement
As a rule, if a registered international letter, a PRIORITY Plus consignment, parcel or valuable consignment is stolen, damaged or lost, the sender is entitled to compensation. The sender reserves the right to assign claims in writing to the recipient. In this case, the liability provisions of the postal organization providing compensation apply. Written assignment of the claims is not required if the sender and recipient are identical. The sender or recipient may authorize a third party to accept compensation, provided this is permitted by law.

4.4.5 Liability for delivered items
Swiss Post shall not be liable for registered mail, registered international letters, PRIORITY Plus, PostPac International, Swiss Post GLS parcels or parcels from other international parcel networks which it has delivered. However, Swiss Post shall be liable where consignments are suitably packaged if:
- a. the theft or damage is found to have occurred before or during delivery of the item,
- b. the recipients or, in the case of a returned item, the senders register an objection when accepting an item which has been subjected to damage or theft,
- c. the recipients or, in the event of a return shipment, the senders provide the self-operated branch (not branches with partners) with the complete consignment (i.e. specifically including packaging) within eight days of receipt for generating a damage report. In this event they must furnish proof that the item was subjected to theft or damaged before delivery.

Deviating provisions of the country of destination may apply to consignments sent abroad.

4.4.6 Exceptions to the liability rule
Swiss Post shall not be liable:
- a. in the event of force majeure
- b. if Swiss Post cannot furnish proof of the whereabouts of the mail because the official papers were destroyed by force majeure, and liability cannot be proved by any other means
- c. if the damage is due to the fault or negligence of the sender or to the type of the contents of the consignment
- d. if the consignment is excluded from transport in accordance with sections 2.7 and 4.3 or confiscated or destroyed by the relevant authorities
- e. if the consignment contains stamps not valid for postage, numismatic coins and bank notes, vouchers, devices or components from the IT, telephony and consumer electronic fields,
f. if the item has been impounded or confiscated due to the legal provisions of the destination country,
g. if the sender has not submitted an enquiry request within six months of the date of mailing,
h. if items are delivered later than the published delivery time,
i. if the packaging is not suitable for the consignment content and does not correspond to the recommendations set out in Swiss Post’s shipping instructions (see section 2.1) or those of the postal organization of the shipping or destination country,
j. if the content limits per section 4.4.2 are exceeded.

4.4.7 Statute of limitations
The right to compensation from Swiss Post lapses as follows:
- in the case of loss, one year from the day on which the items should have been delivered,
- in the case of damage, one year from the day on which the items were delivered to the recipient.
The above shall not apply to cases of fraudulent intent or gross negligence.

4.4.8 Decisions made by customs authorities
Swiss Post shall accept no liability for customs declarations or decisions made by domestic or foreign customs authorities on inspecting mail items. Unless otherwise provided by law, objections to decisions relating to customs clearance can be made in writing no later than 60 days after the date of customs clearance.

4.4.9 Liability of the sender
a. The sender shall be liable for all damages and losses incurred by Swiss Post or third parties as a result of items which may not be sent by mail or the failure to observe shipping conditions.
b. The sender shall continue to be liable even if Swiss Post accepts such consignments.
c. The sender shall be liable for all government duties / fees related to the shipment.

4.4.10 Potential reclaiming of the compensation
a. Should a lost item, or part thereof, be found after payment of compensation, the sender or recipient shall be notified that the item may be reclaimed on repayment of the compensation amount within three months. If no such repayment is made, the offer will be made to the other person involved. If the item was delivered to the recipient after payment of compensation, the sender or the recipient – or, in the case of a written assignment of the sender’s claims, the third party – is obliged to repay the compensation.
b. If the item is not claimed by either sender or recipient, it will become the property of Swiss Post.

5 Other provisions

5.1 Data protection and handling address data
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, data may be passed on to third parties. These may be domiciled abroad. 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.

5.2 Rights of data subjects
The Customers may request information on the processing of their personal data. They have the right to have their data deleted or destroyed. They may forbid or block the processing of their data, provided it is not necessary to render the services they have requested. This also applies to the disclosure of their data to third parties. They also have the right to have incorrect personal data corrected. If neither the correctness nor the incorrectness of the data can be determined, they may request a note of objection to be added. If the Customers have expressly consented to further data processing, they may revoke this at any time. The legality of the data processing for the entire duration of the consent is not affected by this.

The foregoing is without prejudice to any legal provisions which oblige or entitle Swiss Post to process or disclose data. If the deletion of the data is not permitted for legal reasons, the data will be blocked instead of deleted.

To assert their rights as a data subject, the Customers must contact the following address in writing along with a copy of their passport or ID card: Post CH Network Ltd, Swiss Post Contact Center, Wankdorfallee 4, 3030 Bern, Switzerland.

5.3 Involvement of third parties (data processors)
Swiss Post may involve third parties to render services and supply the necessary data to them. The data processors are subject to the same obligations as regards guaranteeing data protection as Swiss Post itself and – subject to any differing legal regulations – may not process the data for their own purposes and may only do so on behalf and on the instructions of Swiss Post. Swiss Post undertakes to select, instruct and monitor such service providers in a prudent manner.

The data processors may also be domiciled abroad. Swiss Post guarantees that the data processors will apply appropriate data protection in the destination country.

5.4 Amendments to the General Terms and Conditions
Swiss Post may amend the GTC and the services offered at any time. The relevant latest versions shall be published promptly on the Swiss Post website (www.swisspost.ch/gtc) before coming into force.

5.5 Applicable law and jurisdiction
5.5.1 The Contract shall be governed by Swiss law.

5.5.2 The place of jurisdiction is Bern. The foregoing is without prejudice to any (partial) mandatory jurisdiction (cf. in particular Articles 32 and 35 Swiss Civil Procedure Code for consumers).

5.6 Conciliation body
Before resorting to the competent court, the Customers have the opportunity to resort to the PostCom conciliation body for resolution of the dispute. Contact information can be found at www.ombud-postcom.ch.

5.7 Legal form of publication
The sole legally binding versions of the GTC which also form an integral part of the contract are those which are published electronically and made available at www.swisspost.ch/gtc. In individual cases, Swiss Post may issue a hard copy 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, January 2022