

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 relationship between the customer 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.post.ch/en.

Any gender-specific references shall apply equally to men and women, and any reference in the singular shall apply equally to the plural.

2 General provisions

2.1 Addressing and packaging

The sender is required to protect the transported goods with suitable packaging and to observe Swiss Post's service-specific requirements regarding addressing and packaging (parcel: www.swisspost.ch/sending-instructions; letter: www.swisspost.ch/layout-of-letters). For hazardous goods special packaging regulations and quantity restrictions apply (www.swisspost.ch/dangerousgoods). 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 proof of delivery

If during the electronic recording of addresses and barcodes on the consignment 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 Customer shall acknowledge them as appropriate. Proofs of delivery for letter and parcel consignments are available for three years.

2.4 Prices and methods of payment

2.4.1 Prices

Swiss Post determines the form in which prices for the conveyance of mail shall be published. The prices indicated in the current published communication media shall apply (www.swisspost.ch/prices).

2.4.2 Payment

In principle and unless otherwise agreed with the Customer, 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 Customer. If the Customer'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 CHF 20 per reminder for any reminders relating to non-payment, along with any addi-

tional collection charges. In the event of non-payment by the Customer, default interest of 5% per year shall be owed. 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 sender has paid too much for the conveyance of an item, he is entitled to request reimbursement of the difference. If the sender has paid too little for the conveyance of an item, Swiss Post is entitled to demand from him payment of the difference between the amount paid and the amount owed, plus a processing surcharge. If the sender is unknown, the shortfall shall be requested from the recipient.

2.4.5 Collateral

Swiss Post is entitled to demand reasonable collateral at any time, particularly if:

- the Customer has or moves his/her place of residence or business abroad,
- the Customer's solvency is in doubt,
- the Customer does not observe payment deadlines,
- Swiss Post has already suffered a loss attributable to the Customer.

2.4.6 Cancellation of franking license

In justified cases, in particular if a customer fails to duly fulfil his payment obligation, Swiss Post may cancel the franking license. The customer is no longer permitted to use any barcodes that still exist, and is obligated 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 delivered them to another place specified for this purpose (e.g. letterbox, mailbox, parcel box or post office box [the latter applies only to letters]). Should an item be addressed to both a residence or place of business and to a post office box (POB) – the so-called double addressing – Swiss Post will deliver generally as follows:

- letters: in the POB,
- parcels and Swiss-Express “Moon” items: at residence or place of business.

The Customer 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 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 insurance 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.

2.5.2 Exceptions regarding place of delivery

Items which are too large to deposit in a letter box, mailbox or parcel box or which require a certificate of delivery by the mailman, registered letters or parcels and express deliveries with the additional service of signature, insurance, personal delivery or cash on delivery shall be handed over at the entrance to the house in accordance with Swiss Post's service specifications, subject only to other agreements with the sender or recipient (e.g. delivery authorization,

- deposit order for parcels). In justifiable cases such as holiday or week-end homes, or in the case of residences outside the delivery area, the place of delivery shall be that agreed upon or, in the event of disagreement, the location specified by Swiss Post.
- 2.5.3 Sundays and public holidays
If the time of delivery (= performance) falls on a Sunday or another official public holiday or customary holiday at the place of delivery, performance will be deemed to take place on the next working day. This provision shall be subject to an order by the sender or recipient allowing delivery to be made on such days.
- 2.5.4 Letterboxes and mailboxes
The letterbox and mailbox must be installed and labelled in accordance with the relevant provisions of the directive on the Postal Act (VPG). The letterboxes and mailboxes must be emptied at regular intervals, so as to prevent any overfilling. If letters cannot be placed in a letter compartment of a house letterbox because it is too full, unregistered letters arriving are stored for a maximum of four weeks and invoiced. Uncollected items 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 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.
- 2.5.6 Deputization
The Customer may designate a third party to represent him/her in dealings with Swiss Post. Swiss Post reserves the right to demand a written power of attorney. Signatures must be notarized if requested by Swiss Post. Power of attorney, once issued, shall not lapse either upon the principal's death or loss of capacity, or upon the bankruptcy of either the principal or the agent, unless agreed otherwise (www.swisspost.ch/authorization-factsheet).
- 2.5.7 Mail collection notice
a. Principle
Swiss Post will leave a mail collection notice if the sender has selected such a service or if, due to its size, the item is to be delivered personally to the recipient or other persons entitled to receive mail, but no-one is at the address.
b. Deadlines
The holder of a mail collection notice is entitled to call for the items indicated on the notice within a period of seven days, and for packages sent from abroad within a period of fifteen days. Swiss Post reserves the right to hand over items that are to be handed over against a signature only to the recipient indicated on the notice. The legal effects of a delivery are assessed regardless of the postal service, in accordance with the statutory rules.
c. Reservation regarding alternative agreements
Alternative agreements with the sender or recipient are reserved in accordance with the offers of Swiss Post.
- 2.5.8 Refusal of acceptance
a. Letters
The recipient is entitled to refuse acceptance of addressed letters by including a comment to this effect on the item.
b. Parcels and express consignments
Refusal to accept parcels and express consignments is possible only when these items are handed over in person.
- 2.5.9 Forwarding and return of parcels and express consignments
For parcels and express consignments that the recipient requests be forwarded to another address, the recipient must pay the forwarding costs of the items upon delivery. If the recipient returns the parcel or express consignment to the sender, the recipient must pay the forwarding costs when handing the parcel over for return shipment.
- 2.6 Returns and return shipments
2.6.1 Returns (letters and newspapers) or return shipments (parcels) include Mail for which the recipient
– cannot be determined,
– refuses to accept the item,
– does not collect the item within the specified time period,
– does not pay the requisite price or cash-on-delivery charge.
- 2.6.2 Swiss Post reserves the right to open the returns/return shipments in order to identify the sender. If the sender cannot be identified, Swiss Post reserves the right to dispose of the item as it sees fit.
- 2.6.3 Parcels and express items that cannot be delivered shall be returned to the sender at the sender's expense. The sender is not entitled to reimbursement of the amounts paid when the items were mailed. Swiss Post may charge the cost of transportation for the return shipment to the sender's monthly invoice. If the sender is known but refuses to return the item, Swiss Post may dispose freely of the item. The sender shall bear any costs of disposal.
- 2.6.4 Swiss Post reserves the right to charge the sender for the postage for returns (letters and newspapers) to the sender (see in this regard www.swisspost.ch/returns).
- 2.6.5 If returns (letters and newspapers) with coded instructions regarding return services cannot be decoded by Swiss Post, they will be returned to the sender. The sender is not entitled to fulfilment of the coded service ordered.
- 2.6.6 Returns (letters and newspapers) mailed via Swiss Post that have been franked in Switzerland but bear only a foreign address for the sender will be kept for one month. If the sender does not collect the items Swiss Post may dispose of them at its discretion. The sender will bear any costs involved in disposing of the items. The same shall apply for return shipments (parcels) that have been handed over to Swiss Post but only feature a foreign address for the sender.
- 2.7 Items which may not be sent by mail
Items may not be sent by mail if they
– contain hazardous goods above the legally permissible amount (see in this regard www.swisspost.ch/dangerousgoods),
– contain goods or parts of goods which it is illegal to transport, or
– are liable to inflict personal injury or cause damage to property.
- 2.8 Definitions
In line with the terminology used in the transport insurance sector, Swiss Post distinguishes between the following contents:
- 2.8.1 Securities ("A" securities)
These include shares (share certificates), bonds, mortgage notes, coupons, crossed cheques and bills of lading.
- 2.8.2 Banknotes and precious metals ("B" securities)
These include banknotes, convertible coins (excluding collectors' items), telephone cards, lottery and similar slips, uncrossed cheques, WIR cheques, REKA cheques, traveller's cheques, charge cards, vouchers, savings books and traditional or digital stamps valid for postage.
Precious metals are those whose value is equal at least to the value of silver, unprocessed, in bars or minted (excluding collectors' coins) and old gold.
- 2.8.3 Watches and jewellery
These include watches, accessories and spare parts, clocks, i.e. wall and table clocks (no long-case clocks), real jewellery, real pearls (including cultured pearls), gemstones and jewels, presentation and sample collections, electronic chronometers.
- 2.8.4 Other goods
Other goods include all goods not mentioned in sections 2.8.1 to 2.8.3 (including, amongst others, collectors' coins of non-/precious metal).
- 2.9 Changes to authority to direct / entitlement
Swiss Post will not be liable for losses arising from changes in the Customer's legal circumstances which are not notified to Swiss Post in time and in writing.
- 2.10 Enquiries
Swiss Post conducts enquiries as a rule only upon request in writing and upon production of the mailing confirmation of the affected item. Inquiries are to be submitted via the branch (not branch with partners) or www.swisspost.ch/contact. No enquiries will be conducted in relation to the transportation of excluded items or contents.
- 3 Special provisions for domestic services**
- 3.1 Liability
- 3.1.1 Principle
a. Unless stated otherwise in the following, Swiss Post's liability shall comply with the Swiss Code of Obligations relating to carriage contracts. Swiss Post is liable only for amounts up to that of the substantiated damage, i.e., at most up to the purchase price of the contents, excl. VAT. It is not liable for force majeure, consequential damage, spoilt or soiled goods, damaged packaging, and lost earnings. If the Customer does not use the appropriate service in accordance with the requirements of Swiss Post to transport the item or if he/she sends goods that may not be delivered by mail, Swiss Post shall not be liable.
b. Liability is also excluded if the items are handed over or deposited at the request of the sender or recipient in deviation from regular delivery as per sections 2.5.1 and 2.5.2.
c. Swiss Post is liable only if the packaging is suitable for the contents and corresponds to Swiss Post's recommendations in the sending instructions (www.swisspost.ch/sending-instructions).
d. In the event of damages or losses requiring compensation, Swiss Post can pay either the sender or recipient with discharging effect.
e. 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.

3.1.2 Letters

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

Services offered	Liability limit	Maximum amount of the contents per item ¹	
Letters without proof of delivery	CHF 0	Not specified	
"Registered mail (R)" "Letter with ID check" "Letter with contract signing and ID check"	CHF 500	"A" securities "B" securities Watches/jewellery Other goods	CHF 1,000,000 CHF 1,000 CHF 2,000 CHF 40,000
Court document Debt collection document	CHF 500	Not specified	
"A Mail Plus"	CHF 100	"A" securities "B" securities Watches/jewellery Other goods	CHF 300,000 CHF 300 CHF 600 CHF 10,000

¹ Should the limits for the entire contents of the item be exceeded, liability shall be foreclosed.

b. If registered mail is delivered late, only the cost of postage will be reimbursed. Swiss Post shall bear no liability in the event of a delay to an item not sent with proof of delivery or by A Mail Plus.

c. A Mail Plus letters will be sent back using the standard channel for returns. The maximum liability of CHF 100 in the event of damage, loss or incorrect delivery does not apply in relation to the return shipment to the sender.

3.1.3 Parcels

a. Swiss Post is liable for claims resulting from damage, loss or incorrect delivery of parcels as follows:

Basic service	Additional service	Liability limit	Maximum amount of the contents per item ¹	
Parcels	None	CHF 500	"A" securities "B" securities Watches/jewellery Other goods	Excluded from conveyance Excluded from conveyance Excluded from conveyance CHF 40,000
Parcels	"Signature", "Electronic COD" or "Personal delivery"	CHF 1,500	"A" securities Watches/jewellery Other goods	CHF 1,000,000 CHF 25,000 CHF 40,000
Parcels	"Signature", "Electronic COD", "Personal delivery" or "Assurance"	CHF 500	"B" securities	CHF 1,000
Parcels	"Assurance"	CHF 5,000	"A" securities Watches/jewellery Other goods	CHF 1,000,000 CHF 25,000 CHF 40,000
Parcels	"Fragile"	CHF 5,000	"A" securities "B" securities Watches/jewellery Other goods	Excluded from conveyance Excluded from conveyance Excluded from conveyance CHF 40,000

¹ Should the limits for the entire contents of the item be exceeded, liability shall be foreclosed.

b. Swiss Post shall not be liable for delays. The same shall apply for all basic and additional services. On an exceptional basis, in the event of the failure to provide the additional service of "Time Slot Delivery", the price of the additional service may be reimbursed, unless non-compliance is due to adverse weather conditions, transport disruptions or other circumstances beyond the control of Swiss Post. Failure to provide the "Time Slot Delivery" service must be reported to Swiss Post in writing by the sender within 30 days of the day on which the "Time Slot Delivery" was not duly effected.

3.1.4 Express, SameDay and Courier consignments

a. 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:

Basic service	Additional service	Liability limit	Maximum amount of the contents per item ¹	
Swiss-Express "Moon" SameDay afternoon/ evening Swiss Courier Permanent	None	CHF 1,000	"A" securities "B" securities Watches/jewellery Other goods	Excluded from conveyance Excluded from conveyance Excluded from conveyance CHF 40,000
Swiss-Express "Moon"	"Signature", "Electronic COD" or "Personal delivery"	CHF 1,500	"A" securities Watches/jewellery Other goods	CHF 1,000,000 CHF 25,000 CHF 40,000
SameDay afternoon/ evening	"Signature" or "Personal delivery"	CHF 1,500	"A" securities Watches/jewellery Other goods	CHF 1,000,000 CHF 25,000 CHF 40,000
Swiss-Express "Moon"	"Signature", "Electronic COD", "Personal delivery" or "Assurance"	CHF 500	"B" securities	CHF 1,000
SameDay afternoon/ evening	"Signature", "Personal delivery" or "Assurance"	CHF 500	"B" securities	CHF 1,000
Swiss-Express "Moon" SameDay afternoon/ evening	"Assurance"	CHF 5,000	"A" securities Watches/jewellery Other goods	CHF 1,000,000 CHF 25,000 CHF 40,000
Swiss-Express "Moon" SameDay afternoon/ evening	"Fragile"	CHF 5,000	"A" securities "B" securities Watches/jewellery Other goods	Excluded from conveyance Excluded from conveyance Excluded from conveyance CHF 40,000

¹ Should the limits for the entire contents of the item be exceeded, liability shall be foreclosed.

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

3.1.5 COD amounts

a. Swiss Post shall be liable up to the amount of cash on delivery due (max. CHF 10,000) 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 c.

b. 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,
- delays occur in collecting and transferring the amount payable,
- the item is excluded from conveyance under section 2.7.

c. Swiss Post shall not be liable for a COD amount that was not collected if the basic service involved is a letter without proof of delivery.

3.1.6 Forfeiture of liability claims

All rights to pursue claims against Swiss Post shall lapse from the time when the mail is accepted without reservation, except where there is deliberate deception or gross negligence. Swiss Post will remain liable for damage which cannot be identified on external inspection, provided this is brought to the attention of Swiss Post in writing within eight days of delivery.

- 3.1.7 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 malice or gross negligence.

- 3.1.8 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 involved parties. If the item was delivered to the recipient after payment of compensation, the sender respectively the receiver – or, in the case of a written cession of the claim a 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.
 c. Agreements to the contrary between the sender and Swiss Post remain reserved.

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.post.ch/exports-business; import: www.post.ch/imports-business). The sender must fill out the necessary accompanying documents (freight documents, commercial invoices, approvals, etc.) completely and truthfully and enclose them with the consignments.
 By 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 and financial authorities in electronic form. The data protection policies of the country concerned shall apply.

4.2 Delivery

4.2.1 Export

Delivery in the destination country shall be according to the 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 the recipient only if he/she pays any customs costs and import fees (VAT, customs fees, etc.) according to the payment terms of Swiss Post. If the recipient refuses to accept the item, it will be returned to the sender at the latter's expense.
 Recipients who receive invoices may opt to have the costs debited with the next invoice. By accepting an item without reservation, the recipient undertakes to settle any customs or import charges (VAT, customs fees, etc.) on time.

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 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

With the exception of the cases described in sections 4.4.5 and 4.4.6, Swiss Post shall be liable for loss, theft or damage to registered mail International, PostPac International and Swiss Post GLS parcels. Swiss Post shall be liable only for the amount of damage proved (not exceeding the declared value of the item on the customs documents at the time of posting and up to the maximum amounts set out in section 4.4.2). It shall not bear any liability in the event of force majeure or for consequential loss, delay, spoiled goods, damaged packaging and loss of profit. No liability shall 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 content limits apply to the transport of securities, watches and jewellery in accordance with section 2.8 and to other goods (see exceptions to the liability rule in section 4.4.6):

Services offered	Liability limit standard ¹	Heightened liability limit at extra charge	Maximum amount of the contents per item ²
Non-registered letters International / PRIORITY Plus	CHF 0	Not available	Not specified
PostPac International PRIORITY/ ECONOMY	CHF 250 or CHF 1,000 ³	CHF 3,000	"A" securities CHF 1,000,000 "B" securities Excluded from conveyance Watches/jewellery CHF 25,000 Other goods CHF 40,000
Registered letters International	CHF 150	Not available	"A" securities CHF 1,000,000 "B" securities Excluded from conveyance Watches/jewellery CHF 25,000 Other goods CHF 40,000
Swiss Post GLS-parcels ⁴	EUR 750	EUR 5,000 EUR 5,000	"A" securities Excluded from conveyance "B" securities Excluded from conveyance Watches/jewellery EUR 5,000 Other goods EUR 5,000

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 line 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 the limits for the entire contents of the item be exceeded, liability shall be foreclosed.

³ For parcels being imported a liability limit of no more than CHF 250 applies.

⁴ For parcels being exported, the liability limit is CHF 1,000.

⁴ For the extra charge, additional insurance will be secured.

4.4.3 Price refunds

The obligation to compensate for loss, comprehensive theft or comprehensive damage entitles the Customer to claim also a refund of the carriage price, 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

If a registered consignment, parcel or valuable consignment is stolen, damaged or lost, the sender is entitled to compensation as a rule. 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. The written transfer of the claims is not required in all cases in which 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, 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:

- the theft or damage occurred before or during delivery of the item,
- the recipient or, in the case of a returned item, the sender, registers an objection when accepting an item which has been subjected to damage or theft, this according to the provisions of the country of destination,
- The recipient or, in the event of a return shipment, the sender at the branch (not branch with partners) shall provide the complete consignment (this particularly includes packaging) within 8 days of receipt for the purpose of generating a damage report. In this event he must furnish proof that the item was subjected to theft or damaged before delivery.

4.4.6 Exceptions to the liability rule

Swiss Post shall not be liable:

- in the event of force majeure,
- 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,
- if the damage is due to the fault or negligence of the sender or to the type of the contents of the consignment,
- if the consignment is excluded from transport or confiscated and destroyed by the relevant authorities in accordance with sections 2.7 and 4.3,

- e. if the item contains traditional or digital stamps not valid for postage, numismatic coins and banknotes, vouchers, mobile phones, consumer electronic equipment (e. g. mobile music players, televisions, etc.), computers, computer parts or laptops,
- 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 a follow-up request within six months of the date of mailing,
- h. if items are delivered later than the published delivery time,
- i. if Swiss Post has not accepted that the packaging was sufficient to protect the contents adequately and effectively against theft or damage,
- 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 or delay one year from the day on which the items should have been delivered,
– in the case of damage one year from the day the items were delivered.
This section is subject to the existence of fraud or gross negligence.
- 4.4.8 Decisions made by customs authorities**
In the case of exports, Swiss Post shall accept no liability for customs declarations or decisions made by the customs authorities on inspecting mail items. In the case of imports, objections to decisions relating to postal 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 Return of compensation payment**
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 involved parties. If the item was delivered to the recipient after payment of compensation, the sender – or, in the case of a written cession of the sender's claim, the receiver or a 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, 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 and the GTC and Subscriber Conditions of individual services provide further information about data processing by Swiss Post.
- 5.2 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 or she may forbid the processing of his or her data, provided it is not necessary to render the services he or she has requested. This also applies to the disclosure of his or her data to third parties. If the Customer has expressly consented to further data processing, he or she may revoke this at any time. The legality of the data processing for the entire duration of the 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 or her rights, the Customer must contact the following address in writing along with a copy of his or her passport or ID card: Post CH Ltd, Swiss Post Contact Center, Wankdorffallee 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.
- 5.3 Involvement of third parties (processors)**
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.
- 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 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 CPC for consumers).
- 5.6 Conciliation body**
Before resorting to the competent judge, the Customer has the opportunity to resort to the PostCom conciliation body for the resolution of the dispute. Contact information is 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.

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