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 publication on communication media and may be consulted at www.post.ch.

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 goods with suitable packaging. The specific, applicable requirements for each Swiss Post service regarding addressing and packaging must be observed (parcel: www.swisspost.ch/en/versandanleitung; letter: www.swisspost.ch/layoutformletters; print media: www.swisspost.ch/dangerousgoods). 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 or if the consignments are too large for the letter box, mailbox or lockers, 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.”

For registered letters or parcels and express deliveries with the additional service of signature, assurance, personal delivery or electronic cash on delivery, the recipient shall confirm receipt of the consignment by signing on the devices used by Swiss Post. Any discrepancies ascertained shall be reported on the same day to Swiss Post. Any discrepancies ascertained shall be reported on the same day.

The specific, applicable requirements for each Swiss Post service shall be governed by additional Terms and Conditions. The products and services offered by Swiss Post are listed in its current publication on communication media and may be consulted at www.post.ch.

2.2 **Collection, dispatch and receipt**

There are two possible methods of consignment: (double addressing), Swiss Post will deliver generally as follows: – Letters and newspapers: to the PO. Box – Parcels and express items: to the place of domicile

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, assurance, 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 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 assurance, the item shall be deemed to have been delivered at the time it was deposited as agreed.

2.3 **Relevant data and availability of proof of delivery**

If 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 published 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 additional 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 any 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 fulfill 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 deposited them in another place specified for this purpose (e.g. letter box, mailbox or a lockable parcel box or post office box [PO. Box] the latter only for letters). Should an item be addressed to both a residence or place of business and to a PO. Box (double addressing), Swiss Post will deliver generally as follows:

– Letters and newspapers: to the PO. Box
– Parcels and express items: to the place of domicile

In justified cases, it is possible in particular if (e.g. authorization for delivery, deposit order for parcels). In justified cases such as for holiday homes or weekend homes, or for residences outside the delivery area, the agreed place of delivery in the case of a dispute shall be the location specified by Swiss Post.
2.6.1 Returns (letters and newspapers) or return shipments (parcels)

The letter box or 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 the letter consignments cannot be placed in a letter compartment because it is overfull, unregistered letter consignments arriving are stored subject to a fee for a maximum of four weeks and invoiced. Unclaimed consignments are then returned to the sender.

2.7 Items which may not be sent by mail

This includes bank notes, convertible coins (excluding numismatic coins), winning tickets, uncrossed cheques, WR cheques, REKA-Checks, charge cards, vouchers, valid postage stamps and precious metals. Precious metals are those whose value, when unprocessed, in bars or minted (excluding numismatic coins) is at least equal to the value of silver and old gold.

2.10 Enquiries

As a rule, Swiss Post conducts enquiries only upon request in writing and upon production of the proof of mailing or the consignment number for the affected item. Enquiry requests are to be submitted via the branch (not branches with partners) or www.swisspost.ch/help-and-contact-sending-mail. No enquiries will be initiated for un-mailable consignments and content or for domestic consignments that were posted more than three years ago.

3 Liability provisions for domestic services

3.1 Basic principles

3.1.1 Unless otherwise stipulated below, the liability of Swiss Post shall be based on the provisions of the Swiss Code of Obligations relating to the contract of carriage. Swiss Post shall be liable only for the amount of the net purchase price of the contents of the consignment, excluding VAT. It is not liable in the case of force majeure, for consequential damage, spoiled or soiled goods, damaged packaging or lost profit. Swiss Post shall not be liable if the Customer does not use the appropriate service in accordance with the requirements of Swiss Post to transport the items or if he/she sends goods that may not be delivered by mail.

3.1.2 There can also be no liability if the items are handed over or delivered to the sender or recipient in deviation from regular delivery as per sections 2.5.1 and 2.5.2.

3.1.3 Swiss Post is only liable if the contents are suitably packaged and the packaging meets the recommendations in Swiss Post’s shipping instructions (www.swisspost.ch/addressing-and-packaging).

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 amount of the contents per item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letters without proof of delivery and Dispomail</td>
<td>CHF 0</td>
<td>Not specified</td>
</tr>
<tr>
<td>&quot;Registered mail (R)&quot;</td>
<td>CHF 500</td>
<td>&quot;A&quot; securities CHF 1,000,000</td>
</tr>
<tr>
<td>&quot;Letter with ID check&quot;</td>
<td>&quot;B&quot; securities CHF 1,000,000</td>
<td></td>
</tr>
<tr>
<td>&quot;Letter with contract signing and ID check&quot;</td>
<td>Watches/jewellery CHF 2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other goods CHF 40,000,000</td>
<td></td>
</tr>
</tbody>
</table>

3.2.2 In the event of delayed delivery of registered mail, only the transport service is liable. The liability of a maximum of CHF 100 in the event of damage, loss or incorrect delivery does not apply to returns to the sender.

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 amount of the contents per item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcels None</td>
<td>CHF 500</td>
<td>&quot;A&quot; securities CHF 1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&quot;B&quot; securities Watches/jewellery CHF 2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other goods CHF 40,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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-provision, unless the non-provision is due to weather conditions, traffic conditions or other reasons for which Swiss Post is not responsible. The sender must inform Swiss Post in writing of the non-provision of the "time slot delivery" within 30 days of the date when the "time slot delivery" did not take place in a due and proper manner.

3.4 Express, SameDay and courier consignments

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

<table>
<thead>
<tr>
<th>Basic service</th>
<th>Additional service</th>
<th>Liability limit</th>
<th>Maximum amount of the contents per item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swiss-Express &quot;Moon&quot;</td>
<td>CHF 500</td>
<td>&quot;A&quot; securities CHF 1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&quot;B&quot; securities Watches/jewellery CHF 2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other goods CHF 40,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3.4.2 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.

3.5 COD amounts

3.5.1 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.

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,
- delays occur in collecting and transferring the amount payable,
- 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 proof of delivery.

3.6 Forfeiture of liability claims

All claims against Swiss Post shall cease to exist 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 8 days of delivery.

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

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 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.swisspost.ch/export; import: www.swisspost.ch/import). 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 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

Delivery and damage handling in the destination country shall be in accordance with 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 remain reserved.

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 to the next invoice. By accepting an item without reservation, the recipient undertakes to settle any customs or import charges (VAT, duties, etc.) on time.

4.3 Items which may not be sent by mail

Documents at the time of posting and up to the maximum amounts 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 is not liable in the case of force majeure, for consequential damage, delay, spoiled goods, damaged packaging or lost profit. Swiss Post shall not be liable if the Customer sends goods that may not be delivered by mail.

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 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). If it is not liable in the case of force majeure, for consequential damage, delay, spoiled goods, damaged packaging or lost profit. Swiss Post shall not be liable if the Customer sends goods that may not be delivered by mail.

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):

<table>
<thead>
<tr>
<th>Services offered</th>
<th>Liability limit</th>
<th>Heightened liability limit at extra charge</th>
<th>Maximum amount of the contents per item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered letters International</td>
<td>CHF 1,000</td>
<td>CHF 1,000,000</td>
<td>CHF 1,000,000</td>
</tr>
<tr>
<td>PostPac International</td>
<td>CHF 250</td>
<td>CHF 3,000</td>
<td>Excluded from coverage</td>
</tr>
<tr>
<td>PRIORITY/ECONOMY</td>
<td>CHF 1,000</td>
<td>CHF 25,000</td>
<td>Excluded from coverage</td>
</tr>
<tr>
<td>Swiss Post GLS-parcels</td>
<td>EUR 750</td>
<td>EUR 5,000</td>
<td>Excluded from coverage</td>
</tr>
</tbody>
</table>

1 Compensation shall be to the amount of the average cost price (incl. 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.

5 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 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

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. 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, 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 occurred before or during delivery of the item,
b. 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,
c. 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.

d. 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 or confiscation and destroyed by the relevant authorities in accordance with sections 2.7 and 4.3.
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 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 according to postal customs clearance or those of the postal organization of the shipping or destination country.

b. If the item has been impounded or confiscated due to the legal provisions of the destination country, the sender – or, in the case of damage one year from the day the items were delivered – is obliged to repay the compensation.

c. If the content limits per section 4.4.2 are exceeded.

d. 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, the sender – or, in the case of damage one year from the day the items were delivered – is obliged to repay the compensation.

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, provided it is not necessary to render the services he/she has requested. This also applies to the disclosure of his/her personal data to third parties. The Customer has the right to have incorrect personal data corrected. If neither the correctness nor the incorrectness of the data can be determined, he/she may request a note of objection to be added. If the Customer has expressly consented to further data processing, he/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.

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/her rights as a data subject, the Customer must contact the following address in writing along with a copy of his/her postal or ID card: Post CH Ltd, Swiss Post Contact Center, Wankdorfallee 4, 3030 Berne.

5.7 Legal form of publication
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 If the dispute cannot be resolved amicably within 6 months of the date of mailing, 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.

5.6 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 as far as it corresponds with the electronic version.

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