General Terms and Conditions
“Postal Services” for Private Customers

1 Area of validity
These General Terms and Conditions “Postal Services” for Private 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 requirements for each Swiss Post product and service regarding addressing and packaging must be observed (parcel: www.swisspost.ch/addressing-and-packaging; letter: www.swisspost.ch/layout-of-letters). For dangerous goods, specific packaging requirements and quantity restrictions also apply (www.swisspost.ch/dangerousgoods).

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 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 indicated 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 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 them 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 collected from the recipient.

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 to 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: to a 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 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
Consignments that are too large for the letter box, mailbox or lockable parcel box or require the mail carrier’s notification of delivery, and registered letters or parcels and express items 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.

2.5.3 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 performance, 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 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.
2.5.6 Deputization
The Customers may designate a third party to represent them in dealings with Swiss Post. Swiss Post reserves the right to demand a written authorization. Signatures must be notarized if requested by Swiss Post. An authorization, 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 note
a. Principle
Swiss Post will leave a mail collection note 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 collection note is entitled to call for the items indicated on the note within a period of seven days, or 15 days for parcels from abroad. Swiss Post reserves the right to hand over or deposit items only to the person indicated on the collection note. The legal effects of a delivery are assessed regardless of the postal service, in accordance with the statutory provisions.
c. Reservation regarding alternative agreements
The same applies for returns (parcels) that have been mailed. If the sender is known but refuses to take back the parcel or express consignment to the sender, the recipient will bear any costs involved in disposing of the items.

2.6 Returns and return shipments
2.6.3 Acceptance of addressed letters and newspapers may be refused by including a comment to this effect on the item.

2.6.4 Swiss Post reserves the right to charge the sender for the post-free delivery charges of the items upon delivery. If the recipient returns the parcel or express consignment to the sender, the recipient must pay the forwarding costs of the items when handing the parcel over for return shipment.

2.7 Items which may not be sent by mail
Items may not be sent by mail if they
– contain dangerous goods (see www.swisspost.ch/dangerous-goods),
– contain contents which are illegal to transport, or
– may cause injury or damage to people or property or considerably impair operations.

2.8 Changes to authority to direct/entitlement
Swiss Post will not be liable for loss or damage arising from changes in the Customers’ legal circumstances which are not notified to Swiss Post in time and in writing.

2.9 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 self-operated branches (not branches with partners) or at www.swisspost.ch/help-and-contact-sending-mail. No enquiries will be initiated for unsalvageable consignments and content, or for domestic consignments that were posted more than three years ago.

3 Liability provisions for domestic services
3.1 Basic principle
In the event stated otherwise in the following, Swiss Post’s liability shall comply with the Swiss Code of Obligations governing contracts of carriage. 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. Unless otherwise provided below for specific products, it is not liable in the event of force majeure for consequential damage, spoil or soiled goods, damaged packaging, and lost earnings or further loss or damage which has not been caused by gross negligence or willful intent. If the Customers do not use the appropriate service in accordance with the requirements of Swiss Post to transport the item or if they send goods that may not be delivered by mail, Swiss Post shall not be liable.

3.1.1 Liability is also excluded if the items are handed over for deposit 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.

3.1.2 Swiss Post is only liable if the contents are suitably packaged and the packaging conditions for the items are in conformance with Swiss Post’s shipping instructions (parcels: www.swisspost.ch/addressing-and-packaging, letter: www.swisspost.ch/layout-of-letters).

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

3.1.4 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>
</tr>
</thead>
<tbody>
<tr>
<td>Letters without acknowledgement of receipt</td>
<td>CHF 0</td>
</tr>
<tr>
<td>Registered mail</td>
<td>CHF 500</td>
</tr>
<tr>
<td>A Mail Plus</td>
<td>CHF 1,000</td>
</tr>
</tbody>
</table>

3.2.2 In the event of delayed delivery of registered mail, only the cost of transport will be refunded. In the event of delayed delivery of consignments without acknowledgement of receipt and A Mail Plus, Swiss Post shall not be liable.

3.2.3 A Mail Plus letters will be sent back using the standard channel for returns. The maximum liability of 100 francs in the event of damage, loss or incorrect delivery does not apply in relation to the return shipment 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>Services offered</th>
<th>Liability limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcels</td>
<td>CHF 500</td>
</tr>
<tr>
<td>Parcels Assurance/Fragile</td>
<td>CHF 5,000</td>
</tr>
</tbody>
</table>

3.3.2 Swiss Post shall not be liable for delays. The same shall apply to all basic and additional services.

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

<table>
<thead>
<tr>
<th>Services offered</th>
<th>Liability limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swiss-Express “Moon” SameDay afternoon/ evening</td>
<td>CHF 500</td>
</tr>
<tr>
<td>Swiss-Express “Moon” SameDay afternoon/ evening</td>
<td>CHF 1,500</td>
</tr>
<tr>
<td>Swiss-Express “Moon” SameDay afternoon/ evening</td>
<td>CHF 5,000</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. 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 Forfeiture of liability claims
All claims against Swiss Post shall lapse from the time the goods are accepted with 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 recip-
  ient – 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 be-
  come 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
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 depar-
ture and destination (export: www.swisspost.ch/export; import:
www.swisspost.ch/import). The sender must fill out the necessary
accompanying documents (freight documents, commercial in-
voices, 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 elec-
tronic 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 protec-
tion policies of the country concerned shall apply.

4.2 Delivery
4.2.1 Export
Handling and delivery in the destination country shall be accord-
ing to the international and national provisions of that country.

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.) accord-
ing 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.

4.3 Items which may not be sent by mail
In addition to the consignments mentioned in section 2.7, consign-
ments may not be sent by mail
4.3.1 if they contain at least one of the following items: bank notes,
convertible coins (excluding numismatic coins), winning tickets,
uncrossed cheques, WIR cheques, Reka cheques, charge cards,
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 val-
ue of silver, and old gold
4.3.2 if they contain at least one item whose import or circulation is
forbidden in the country of destination.
As a rule, it is up to the sender to obtain information about im-
port and export options from the relevant authorities in the des-
ination country or from the relevant diplomatic representations.

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 interna-
tional letters, PRIORITY Plus and PostPac International parcels.
Swiss Post shall be liable only for the amount of damage proved
(not exceeding the declared value of the item on the customs doc-
uments at the time of posting and up to the maximum amounts
set out in section 4.4.2). Unless otherwise provided below for spe-
cific products, it shall not bear any liability in the event of force ma-
jeure for consequential loss, delay, spoiled or soiled goods, dam-
aged packaging and loss of profit or other loss or damage (in par-
ticular, customs duty) which has not been caused by gross neg-
ligence or wilful intent. No liability shall be incurred if the Custom-
er sends goods that are not eligible for mailing.

4.4.2 Liability limits
For international shipments, the following liability limits apply.
Section 4.4.6 shall remain reserved.

<table>
<thead>
<tr>
<th>Services offered</th>
<th>Liability limit1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-registered international letters</td>
<td>CHF 0</td>
</tr>
<tr>
<td>PostPac International PRIORITY/ECONOMY</td>
<td>CHF 250</td>
</tr>
<tr>
<td>Registered international letters</td>
<td>CHF 150</td>
</tr>
<tr>
<td>PRIORITY Plus</td>
<td>CHF 50</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 line with the usual
value of the goods estimated on the same basis.
2 For parcels being imported a maximum liability of 250 francs applies.
For parcels being exported, the maximum liability limit is 1,000 francs.

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 carriage price paid.

4.4.4 Claim entitlement
As a rule, if a registered international letter, a PRIORITY Plus con-
signment or a parcel is stolen, damaged or lost, the sender is enti-
tied 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 consignments sent
Swiss Post is not liable for registered international letters, PRIORITY
Plus or PostPac International consignments it has delivered.
The liability shall remain in the case of suitably packaged consign-
ments if
- the theft or damage is found to have occurred before or during
delivery of the item,
- the recipients or, in the case of a returned item, the senders
  registers an objection when accepting an item which has been
  subjected to damage or theft,
- 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 pack-
aging) within eight days of receipt for generating a damage re-
port. 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
- 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,
- the theft or damage is due to the fault or negligence of the sender or
  recipient,
- in the case of loss, comprehensive theft or comprehensive damage
  entitles the Customer to also claim a refund of the carriage price paid,
- in the case of damage, one year from the day on which the items
  were dispatched,
- if the consignment contains stamps not valid for postage,
numismatic coins and bank notes, vouchers, devices or compo-
nents from the IT, telephony and consumer electronic fields,
- if the item has been impounded or confiscated due to the legal
provisions of the destination country,
- if the sender has not submitted an enquiry request within six
months of the date of mailing,
- if items are delivered later than the published delivery time,
  provided 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.

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 de-
cisions made by domestic or foreign customs authorities on in-
specting mail items. Unless otherwise provided by law, objections
to decisions relating to customs clearance can be made in writ-
ing 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 are not eligible
for mailing 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 consignment.

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 claimed 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 recipient – or, in the case of a written assign-
ment 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 legisla-
tion 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.
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 le-
gal 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 indi-
vidual services provide further information about data processing
by Swiss Post.

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 this data,
provided it is not necessary to render the services they have re-
quested. 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 valid 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 dele-
tion 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 pass-
port 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 be-
half 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 resolu-
tion 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 elec-
tronically 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 Customers acknowledge 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, June 2021