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 a specific 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, insurance, personal delivery or electronic cash on delivery will be handed over at the entrance to the property in line with Swiss Post’s offering. The foregoing is subject to any agreements to the contrary with the sender or recipient (e.g. authorization for delivery or deposit order for parcels) or the deposit of parcels at a weather-protected and secure location.
In justified cases such as for holiday homes or weekend homes, or for residences outside the delivery area, the agreed place of delivery and, in the case of a dispute, the location specified by Swiss Post shall be deemed to be the place of delivery.

2.5.3 Sundays and public holidays
If the time of delivery (as 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.
2.6.1 Returns (letters and newspapers) or return shipments (parcels)

2.6 Returns and return shipments

2.5.8 Refusal of acceptance

2.5.7 Mail collection note

2.5.6 Deputization

2.7 Items which may not be sent by mail

2.6.2 Swiss Post reserves the right to open returns / return shipments in

2.5.9

b. Parcels and express consignments

Refusal to accept parcels and express consignments is possible

2.4.7 A Mail Plus letters will be sent back using the standard channel

2.4 Letters

2.3.2 Swiss Post shall not be liable for delays. The same shall apply to all

2.3.1 Parcels

2.3.3 A Mail Plus letters will be sent back using the standard channel for

2.2.2 In the event of delayed delivery of registered mail, only the cost of

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

2.1 Basic principle

2.1.1 Unless stated otherwise in the following, Swiss Post’s liability shall

2.1.2 Liability is also excluded if the items are handed over or deposited at

2.1.1 In the event of damages or losses requiring compensation, Swiss Post
can pay the compensation to either the sender or recipient with

discharging effect.

2.1.5 The holder of a collection note is entitled to call for the items in-
b. Deadlines

The holder of a collection note is entitled to call for the items indi-
cated on the note within a period of seven days, or 15 days for

2.1.4 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 bank-
ruptcy of either the principal or the agent unless agreed otherwise
(www.swisspost.ch/authorization-factsheet).

2.1.3 Swiss Post will not be liable if the contents are suitably packaged and
the packaging meets the recommendations in Swiss Post’s ship-
ing instructions (parcels: www.swisspost.ch/addressing-

2.1.2 If the contents or for domestic consignments that were posted more
than three years ago.

2.1.1 Forfeiture of liability claims

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

2.1.1 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.

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4.4.1 Principle
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.

3.7 Potential reclaiming of the compensation
3.7.1 Should a lost item, or part thereof, be found after payment of compensation, the sender or recipient shall be notified that the item may be reclaimed on repayment of the compensation amount within three months. If no such repayment is made, the offer will be made to the other party. If the item was delivered to the recipient after payment of compensation, the sender or recipient – or, in the case of a written assignment of the sender’s claims, the third party – is obliged to repay the compensation.
3.7.2 If the item is not claimed by either sender or recipient, it will become the property of Swiss Post.
3.7.3 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 delivery
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
Handling and delivery in the destination country shall be according 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.) according to the payment terms of Swiss Post. If the recipient refuses to do this, it will be returned to the sender at the latter’s expense.
4.3 Items which may not be sent by mail
In addition to the consignments mentioned in section 2.7, consignments 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, 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
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 import and export options from the relevant authorities in the destination 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 international 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 documents at the time of posting and up to the maximum amount set out in section 4.4.2). Unless otherwise provided below for specific products, it shall not bear any liability in the event of force majeure for consequential loss, delay, spoiled or soiled goods, damaged packaging and loss of profit or other loss or damage (in particular, customs duty) which has not been caused by gross negligence or willful intent. No liability shall be incurred if the Customer 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 limit</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>or CHF 500</td>
</tr>
<tr>
<td>PRIORITY Plus</td>
<td>CHF 150</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 500 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 consignment or a parcel is stolen, damaged or lost, the sender is entitled to compensation. The sender reserves the right to assign claims in writing to the recipient. In this case, the liability provisions of the postal organization providing compensation apply. Written assignment of the claims is not required if the sender and recipient are identical. The sender or recipient may authorize a third party to accept compensation, provided this is permitted by law.

4.4.5 Liability for consignments sent abroad
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 consignments if:
- a. the theft or damage is found to have occurred before or during delivery of the item,
- b. the recipients or, in the case of a returned item, the senders registers an objection when accepting an item which has been subjected to damage or theft,
- c. the recipients or, in the event of a return shipment, the senders provide the self-operated branch (not branches with partners) with the complete consignment (i.e. specifically including packaging) within eight days of receipt for generating a damage report. In this event they must furnish proof that the item was subjected to theft or damaged before delivery. Deviating provisions of the country of destination may apply to consignments sent abroad.

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

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 deci-
sions 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 reclaimed on repayment of the compensation
amount within three months. If no such repayment is made, the
offer will be made to the other person involved. If the item
was delivered to the recipient after payment of compensation, the
sender or the recipient – or, in the case of a written 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, January 2022