

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 relationship between customers and Post CH Ltd (Wankdorffallee 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 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 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 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.

2.5 Delivery

2.5.1 Time and place of delivery

Items are regarded as delivered if Swiss Post has handed them to the recipient or deposited them in another place specified for this purpose (e.g. letter box, mailbox or a lockable parcel box or post office box [P.O. Box] [the latter applies 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 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

Consignments that are too large for the letter box, mailbox or lockable parcel box require the mail carrier's notification of delivery, registered letters or parcels and express items with the additional service of signature, assurance, personal delivery or electronic cash on delivery will be handed over at the entrance to the property in line with Swiss Post's offering. Agreements to the contrary with the sender or recipient remain reserved (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.

2.5.3 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 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 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.

2.5.5 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 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 signed-for items only to the recipient indicated on the collection note. The legal effects of a delivery are assessed regardless of the postal service, in accordance with legal provisions.
- 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 and newspapers
The recipient is entitled to refuse acceptance of addressed letters and newspapers 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. 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) (see in this regard www.swisspost.ch/returns).
- 2.6.5 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 dangerous goods above the legally permissible amount (see www.swisspost.ch/dangerousgoods),
 - contain goods or parts of goods which are illegal to transport, or
 - may cause damage to people or property or considerably impair operations.
- 2.8 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.
- 2.9 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 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 Principle
- 3.1.1 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, spoil 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.
- 3.1.2 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.
- 3.1.3 Swiss Post shall be liable only where the packaging is suitable for the content of the consignment and corresponds to the recommendations in Swiss Post's dispatch 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:
- | Services offered | Liability limit |
|-----------------------------------|-----------------|
| Letters without proof of delivery | CHF 0 |
| "Registered mail" | CHF 500 |
| "A Mail Plus" | CHF 100 |
- 3.2.2 Swiss Post shall not be liable for delays. The same shall apply for all basic and additional services.
- 3.2.3 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.
- 3.3 Parcels
- 3.3.1 Swiss Post is liable for claims resulting from damage, loss or incorrect delivery of parcels as follows:
- | Basic service | Additional service | Liability limit |
|---------------|-----------------------|-----------------|
| Parcels | None | CHF 500 |
| Parcels | "Signature" | CHF 1,500 |
| Parcels | "Assurance"/"Fragile" | CHF 5,000 |
- 3.3.2 Swiss Post shall not be liable for delays. The same shall apply for 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:
- | Basic service | Additional service | Liability limit |
|--|-----------------------|-----------------|
| Swiss-Express "Moon" SameDay afternoon | None | CHF 500 |
| Swiss-Express "Moon" SameDay afternoon | "Signature" | CHF 1,500 |
| Swiss-Express "Moon" SameDay afternoon | "Assurance"/"Fragile" | CHF 5,000 |
- 3.4.2 If Swiss-Express "Moon" and SameDay consignments are delivered late, only the cost of postage will be reimbursed. Swiss Post must be informed 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 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 eight days of delivery.
- 3.6 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.
- 3.7 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 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.

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

3.7.3 Agreements to the contrary between the sender and Swiss Post remain reserved.

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 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 according to the provisions of that country.

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.

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-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.

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 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 Liability limits

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

Services offered	Liability limit ¹
Non-registered letters International	CHF 0
PostPac International PRIORITY/ECONOMY	CHF 250 or CHF 1,000 ²
Registered letters International	CHF 150
PRIORITY Plus	CHF 50

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 liability limit of no more than CHF 250 applies. For parcels being exported, the liability limit is CHF 1,000.

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.

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. 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 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 consignments 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,
- the recipient or, in the event of a return, the sender at the branch (not branches 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/she must furnish proof that the item was subjected to theft or damage 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, 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,
- 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,
- 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,
- 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 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

- 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.
- The sender shall continue to be liable even if Swiss Post accepts such consignments.
- The sender shall be liable for all government duties/fees related to the consignment.

4.4.10 Return of compensation payment

- 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, data may be passed on 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 may request information on the processing of his or her personal data. The Customer has the right to have his or her data deleted or destroyed. He/she may forbid or block the processing of his/her data, provided it is not necessary to render the services he/she has requested. This also applies to the disclosure of his/her 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 passport or ID card: Post CH Ltd, Swiss Post Contact Center, Wankdorfallee 4, 3030 Berne.
- 5.3 Involvement of third parties (processors)
Swiss Post may involve third parties to render services and supply 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. 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 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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