

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 (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 use of specific services shall be governed by additional Terms and Conditions. The products and services offered by Swiss Post are listed in its current published communication media and may be consulted at www.post.ch/en.

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

2 General provisions

2.1 Addressing and packaging

The sender is required to protect the transported goods with suitable packaging and to observe Swiss Post’s product and service-specific requirements regarding addressing and packaging (www.swisspost.ch/addressing-and-packaging). Specific packaging requirements and quantity restrictions shall additionally apply to hazardous goods (www.swisspost.ch/dangerous-goods-private).

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 Authoritative data

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.

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 delivered them to another place specified for this purpose (e.g. letterbox, mailbox, parcel box or post office box [the latter applies only to letters]). Should an item be addressed to both a residence or place of business and to a post office box (POB) – the so-called double addressing – Swiss Post will deliver generally as follows:

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

The Customer shall acknowledge the Swiss Post electronic recording of delivery as proof of successful delivery.

For registered letters or parcels and express deliveries with the additional service of signature, insurance, personal delivery or cash on delivery, the recipient shall confirm receipt of the consignment by signing on the devices used by Swiss Post. If the recipient refuses to sign, the delivery shall be returned to the sender with the note “acceptance refused”. If delivery is not made in person by registered letter or parcel and express delivery with the additional service of signature or insurance by listed delivery, the recipient shall confirm receipt of the delivery by signing this list, which shall be submitted on the same day to Swiss Post. Any discrepancies ascertained shall be reported on the same day.

In the event that the recipient has granted delivery authorization to Swiss Post for registered letters or parcels and express deliveries with the additional service of signature or insurance, the item shall be deemed to have been delivered at the time it was deposited as agreed.

2.5.2 Exceptions regarding place of delivery

Items which are too large to deposit in a letter box, mailbox or parcel box or which require a certificate of delivery by the mailman, registered letters or parcels and express deliveries with the additional service of signature, insurance, personal delivery or cash on delivery shall be handed over at the entrance to the house in accordance with Swiss Post’s service specifications, subject only to other agreements with the sender or recipient (e.g. delivery authorization, deposit order for parcels). In justifiable cases such as holiday or weekend homes, or in the case of residences outside the delivery area, the place of delivery shall be that agreed upon or, in the event of disagreement, the location specified by Swiss Post.

2.5.3 Sundays and public holidays

If the time of delivery (= performance) falls on a Sunday or another official public holiday or customary holiday at the place of delivery, performance will be deemed to take place on the next working day. This provision shall be subject to an order by the sender or recipient allowing delivery to be made on such days.

2.5.4 Letterboxes and mailboxes

The letterbox and mailbox must be installed and labelled in accordance with the relevant provisions of the directive on the Postal Act (VPG). The letterboxes and mailboxes must be emptied at regular intervals, so as to prevent any overfilling. If letters cannot be placed in a letter compartment of a house letterbox because it is too full, unregistered letters arriving are stored for a maximum of four weeks and invoiced. Uncollected items are then returned to the sender.

2.5.5 Authorized recipients

In addition to the addressee, all persons encountered at the same residence or place of business shall be entitled to receive items of mail. If the recipient or other persons entitled to receive the items of mail are absent, parcel, courier and express items may be delivered to a neighbour. This condition shall apply subject to statutory limitations or unless otherwise stipulated by the sender or recipient in accordance with the services provided by Swiss Post.

2.5.6 Deputization

The Customer may designate a third party to represent him/her in dealings with Swiss Post. Swiss Post reserves the right to demand a written power of attorney. Signatures must be notarized if requested by Swiss Post. Power of attorney, once issued, shall not lapse either upon the principal’s death or loss of capacity, or upon the bankruptcy of either the principal or the agent, unless agreed otherwise (www.swisspost.ch/authorization-factsheet).

2.5.7 Mail collection notice

a. Principle

Swiss Post will leave a mail collection notice if the sender has selected such a service or if, due to its size, the item is to be delivered personally to the recipient or other persons entitled to receive mail, but no-one is at the address.

- b. Deadlines
The holder of a mail collection notice is entitled to call for the items indicated on the notice within a period of seven days, and for packages sent from abroad within a period of fifteen days. Swiss Post reserves the right to hand over items that are to be handed over against a signature only to the recipient indicated on the notice. The legal effects of a delivery are assessed regardless of the postal service, in accordance with the statutory rules.
- c. Reservation regarding alternative agreements
Alternative agreements with the sender or recipient are reserved in accordance with the offers of Swiss Post.
- 2.5.8 Refusal of acceptance
- a. Letters
The recipient is entitled to refuse acceptance of addressed letters by including a comment to this effect on the item.
- b. Parcels and express consignments
Refusal to accept parcels and express consignments is possible only when these items are handed over in person.
- 2.5.9 Forwarding and return of parcels and express consignments
For parcels and express consignments that the recipient requests be forwarded to another address, the recipient must pay the forwarding costs of the items upon delivery. If the recipient returns the parcel or express consignment to the sender, the recipient must pay the forwarding costs when handing the parcel over for return shipment.
- 2.6 Returns and return shipments
- 2.6.1 Returns (letters and newspapers) or return shipments (parcels) include Mail for which the recipient
- cannot be determined,
 - refuses to accept the item,
 - does not collect the item within the specified time period,
 - does not pay the requisite price or cash-on-delivery charge.
- 2.6.2 Swiss Post reserves the right to open the returns/return shipments in order to identify the sender. If the sender cannot be identified, Swiss Post reserves the right to dispose of the item as it sees fit.
- 2.6.3 Parcels and express items that cannot be delivered shall be returned to the sender at the sender's expense. The sender is not entitled to reimbursement of the amounts paid when the items were mailed. 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 hazardous goods above the legally permissible amount (see in this regard www.swisspost.ch/dangerous-goods-private),
 - contain goods or parts of goods which it is illegal to transport, or
 - are liable to inflict personal injury or cause damage to property.
- 2.8 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
Swiss Post conducts enquiries as a rule only upon request in writing and upon production of the mailing confirmation of the affected item. If there is no mailing confirmation the consignment number must be indicated in the request (www.swisspost.ch/contact). No enquiries will be conducted in relation to the transportation of excluded items or contents.
- 3 Special provisions for domestic services**
- 3.1 Liability
- 3.1.1 Principle
- a. Unless stated otherwise in the following, Swiss Post's liability shall comply with the Swiss Code of Obligations relating to carriage contracts. Swiss Post is liable only for amounts up to that of the substantiated damage, i.e., at most up to the purchase price of the contents, excl. VAT. It is not liable for force majeure, consequential damage, spoilt or soiled goods, damaged packaging, and lost earnings. If the Customer does not use the appropriate service in accordance with the requirements of Swiss Post to transport the item or if he/she sends goods that may not be delivered by mail, Swiss Post shall not be liable.
- b. Liability is also excluded if the items are handed over or deposited at the request of the sender or recipient in deviation from regular delivery as per sections 2.5.1 and 2.5.2.
- c. Swiss Post shall be liable only where the packaging is suitable for the content of the consignment and corresponds to the recommen-

dations in Swiss Post's dispatch instructions (www.swisspost.ch/addressing-and-packaging).

d. If an item damages or impairs the infrastructure of Swiss Post, third-party items or causes personal injury, Swiss Post may take court action against the sender for the resulting loss.

3.1.2 Letters

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

Services offered	Liability limit
Letters without proof of delivery	CHF 0
"Registered mail"	CHF 500
"A Mail Plus"	CHF 100

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

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

3.1.3 Parcels

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

Basic service	Additional service	Liability limit
Parcels	None	CHF 500
Parcels	"Signature"	CHF 1,500
Parcels	"Insurance"/"Fragile"	CHF 5,000

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

3.1.4 SameDay and express consignments

a. 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	"Insurance"/"Fragile"	CHF 5,000

b. 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.

3.1.5 Forfeiture of liability claims

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

3.1.6 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.

3.1.7 Potential reclaiming of the compensation

a. Should a lost item, or part thereof, be found after payment of compensation, the sender or recipient shall be notified that the item may be reclaimed on repayment of the compensation amount within three months. If no such repayment is made, the offer will be made to the other involved parties. If the item was delivered to the recipient after payment of compensation, the sender – 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.

c. 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 provisions applicable to imports and exports and the customs regulations of the countries of dispatch

and destination. It shall complete the requisite accompanying documentation (shipping documents, commercial invoices, licences, etc.) in full and accurately, and enclose them with the shipment. Shipment data available to Swiss Post in electronic or tangible form may be exchanged electronically by Swiss Post with the competent national and foreign postal, customs and financial authorities, irrespective of the level of data protection guaranteed in the country concerned. The data protection principles of the country concerned shall apply.

4.2 Delivery

4.2.1 Export

Delivery in the destination country shall be according to the provisions of that country. If the recipient of an URGENT item refuses or is unable to pay for any customs clearance charges or import fees (VAT, customs fees, storage costs at a bonded warehouse, etc.), the sender must pay for them. In addition, a return debit charge and any collection costs will be invoiced.

4.2.2 Import

An item from abroad will be handed to the recipient only if he/she pays any customs costs and import fees (VAT, customs fees, etc.) according to the payment terms of Swiss Post. If the recipient refuses to accept the item, it will be returned to the sender at the latter's expense.

4.3 Items which may not be sent by mail

In addition to the items listed under section 2.7, mail will not be carried if it contains objects which are excluded by Swiss Post from the selected category (e. g., weapons, weapon accessories, and ammunition; precious metals, credit notes, frankable stamps, banknotes and cash, redeemable currencies, unendorsed cheques; and similar items that can be readily converted to cash) or which may not be imported into or circulated within the destination country. As a rule, it is up to the sender to obtain information about import and export options from the relevant authorities in the destination country or from the relevant diplomatic representations.

4.4 Liability

4.4.1 Principle

With the exception of the cases described in sections 4.4.5 and 4.4.6, Swiss Post shall be liable for loss, theft or damage to registered letters International, PostPac International and for URGENT items. 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
URGENT documents	CHF 150
URGENT goods consignments	CHF 1,000

¹ Compensation shall be to the amount of the average cost price (excl. VAT) of similar goods at the place and time of mailing. If agreement is not reached, compensation shall be calculated in line with the usual value of the goods estimated on the same basis.

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

If a registered consignment or parcel is stolen, damaged or lost, the sender is entitled to compensation as a rule. The sender reserves the right to assign claims in writing to the recipient. In this case the liability provisions of the postal organization providing compensation apply. The written transfer of the claims is not required in all cases in which the sender and recipient are identical. The sender or recipient may authorize a third party to accept compensation, provided this is permitted by law.

4.4.5 Non-liability for delivered items

Swiss Post shall not be liable for registered mail or PostPac International. However, Swiss Post shall be liable, where delivery items 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, this according to the provisions of the country of destination,

c. the recipient or, in the case of a returned item, the sender, submits the entire consignment to Swiss Post within eight days of receipt for the purpose of preparing a record of damage. In this event he must furnish proof that the item was subjected to theft or damage before delivery.

4.4.6 Exceptions to the liability rule

Swiss Post shall not be liable:

- in the event of force majeure,
- if Swiss Post cannot furnish proof of the whereabouts of the mail because the official papers were destroyed by force majeure, and liability cannot be proved by any other means,
- if the damage is due to the fault or negligence of the sender or to the type of the contents of the consignment,
- if the consignment is excluded from transport or confiscated and destroyed by the relevant authorities in accordance with sections 2.7 and 4.3,
- if the item contains traditional or digital stamps not valid for postage, numismatic coins and banknotes, vouchers, mobile phones, consumer electronic equipment (e.g. mobile music players, televisions, etc.), computers, computer parts or laptops,
- if the item has been impounded or confiscated due to the legal provisions of the destination country,
- if the sender has not submitted a follow-up request within six months of the date of mailing,
- if items are delivered later than the published delivery time,
- if Swiss Post has not accepted that the packaging was sufficient to protect the contents adequately and effectively against theft or damage.

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 will be liable for all losses resulting from the sending of unauthorized items or from non-observance of the import requirements.
- The sender will be liable to the same extent as Swiss Post.
- The sender will continue to be liable if Swiss Post accepts such an item.
- The sender shall not be liable for negligence on the part of Swiss Post or the transport company.
- The sender will be liable for all government duties/fees related to the consignment.
- The sender may be held liable for loss caused if an item damages the infrastructure of Swiss Post or third-party items or causes personal injury.

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 processes and stores only data which is necessary and required for business transactions. Swiss Post observes the provisions of the Postal Act and Swiss Data Protection Act when recording and processing personal data. It protects its customer data with suitable measures and treats them confidentially.

In order to provide the services, it may be necessary for information relating to shipments to be disclosed to third parties. These third parties may also 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 the 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.

- 5.2 Involvement of third parties
The Customer acknowledges that Swiss Post may involve third parties in order to provide the services and that Customer data may be passed on to these parties, insofar as necessary for such cooperation. Swiss Post is obliged to select, instruct and monitor such service providers with due care.
- 5.3 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.
- 5.4 Applicable law and jurisdiction
- 5.4.1 The Contract shall be governed by Swiss law.
- 5.4.2 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).
- 5.5 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.
- 5.6 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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