

GENERAL TERMS AND CONDITIONS

INVOICE MANAGER

1 Scope

These Invoice Manager General Terms and Conditions (hereinafter GTC) govern the business relationship between the Customer and Post CH Ltd (Wankdorffallee 4, 3030 Berne, Switzerland; hereinafter Swiss Post) in connection with the use of the "Invoice manager" online service. References to persons apply to both women and men as well as to more than one person.

The GTC supplement the [General Terms and Conditions "Customer Center Login"](#) and the [General Terms and Conditions "Postal Services" for Business Customers](#), which form the basis for the invoice manager in the personal area of [swisspost.ch](#). In the event of any inconsistencies, the GTC shall take precedence over the GTC "Customer Center Login" and the GTC "Postal Services" for Business Customers.

2 Service description

Via the "Invoice manager" online service in the personal area of [swisspost.ch](#), Swiss Post enables the Customer to download invoices from the last 18 months, including electronic reports, enter individual service names, adjust settings for the physical mailing of the detailed customer invoice statement and notifications for new invoice documents and, with the aid of the "Cost centers" option, break down the franking and shipping costs of its consignments by cost center. For some products and services, however, the system is unable to provide cost centers.

If the Customer uses the "Cost centers" option, the Customer must first record its cost centers in the "Invoice manager" online service and assign the individual franking licences or invoice reference numbers to them. It can then change the allocation as required, within the limits of the system. The Customer is itself responsible for recording its cost center structure and assigning the respective data. Details cannot be subsequently altered or amended if a cost center has not already been selected for a product. If consignments are allocated to an incorrect cost center after the structure has been recorded and/or when the shipment is recorded or a consignment is franked, no invoice corrections or analysis by cost center can be requested.

More details about the "Invoice manager" online service can be found on our website at [www.swisspost.ch/invoice-manager](#). With the invoice manager, you keep track of the costs for the services provided by Swiss Post. In addition, the "Cost centers" option provides you with an overview of the shipping costs for each cost center.

3 Liability

As permitted by law, Swiss Post does not accept any liability for damage or loss as the result of incidental or ordinary negligence. Swiss Post does not accept liability – to the extent permitted by law – for direct, indirect or consequential damage such as loss of profit, loss of data or damage as a result of downloads. Swiss Post does not accept any liability for damage or loss caused by auxiliary personnel and third parties it engages (e.g. sub-contractors, suppliers, etc.) which result from incidental or ordinary negligence.

To the extent permitted by law, Swiss Post does not accept liability for damage or loss as a result of improper use of its services (in breach of contract or law). Claims in respect of product liability and personal injury remain reserved.

Swiss Post does not accept liability to the extent that is permissible by law for losses arising from force majeure or disruptions occurring particularly due to lack of Internet connectivity, unlawful interventions in telecommunication devices and networks, overloading of the network, wilful blockage of electronic channels by third parties or interruptions.

4 Data protection

The general data protection provisions of the [GTC Customer Center Login](#) apply.

The data privacy statement on the website [www.swisspost.ch/data-privacy-statement](#) provides further information about data processing by Swiss Post.

5 Amendments to the GTC

Swiss Post can amend the GTC at any time and can modify or stop the service. Except in the case of urgency, the amendments shall be announced in a suitable manner beforehand. In the absence of written objection within one month of notification, the amendments shall be deemed to have been approved. In the case of objection the Customer shall be free to terminate the business relationship with immediate effect. By lodging such an objection, the Customer automatically waives its right to use the invoice manager feature for a period of one month.

6 Severability clause

Should individual provisions of these GTC be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts of the contract. In this case, the parties shall undertake to immediately replace the clause in question by an admissible effective clause whose content comes as close as possible to the original intention, unless this conflicts with consumer protection provisions.

7 Applicable law and place of jurisdiction

The contract is governed by Swiss law.

The place of jurisdiction is Berne. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 of the Swiss Civil Procedure Code for consumers).

8 Legal form of publication

The legally binding GTC which constitute an integral part of the contract are published electronically and can be viewed at [www.swisspost.ch/gtc](#).

In particular cases, Swiss Post can provide customers with a physical version of the GTC on request. The Customer acknowledges that paper versions are only copies of the current and solely legally binding GTC published via electronic media and that paper versions of the GTC are legally binding only if they correspond fully to the electronic version.

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