

# General Terms and Conditions postshop.ch

## 1 Scope of validity and service provision

1.1 These General Terms and Conditions (GTC) govern the conclusion, content and processing of contracts between Post CH Ltd (hereinafter referred to as "Swiss Post") and its customers (hereinafter referred to as the "Customer") in connection with the sale of goods via their online shop (hereinafter referred to as "postshop.ch").

1.2 If goods are offered in postshop.ch by third parties, the Customer's purchase contract is concluded directly with the respective supplier. In such cases, the responsibility of Swiss Post is limited to organizing the conclusion of the contract and the transportation of the goods on behalf of the individual supplier. The sales offers of the goods suppliers are based on their individual delivery terms and conditions. Unless governed by other regulations, the following principles apply as the basis for processing the individual sales transactions.

1.3 These GTC and the principles that apply to the respective purchase transaction and the framework conditions of the individual goods suppliers are deemed to have been approved upon acceptance of the purchase order by the Customer.

1.4 Swiss Post will provide such services as permitted by its operating resources and will take all reasonable and economically and technically feasible measures to safeguard its data and services. Swiss Post may transfer the provision of services to third parties.

## 2 Sales offer

2.1 The sales offers are published by Swiss Post on postshop.ch, and the respective goods supplier is indicated. Colour-related or other deviations from the published offer are possible and do not entitle the Customer to withdraw from purchase transactions.

2.2. Subsequent changes to the offer may be implemented at any time, including correction of any errors on the price label or in the product description and declaration. Errors in the published offer do not entitle the Customer to claim actual delivery of the goods.

2.3 As a rule, the sales offer is limited to customers who have their residence / a delivery address in Switzerland. Swiss Post may, however, permit deliveries of appropriately labelled goods abroad, subject to special restrictions and conditions. In all cases, the taxation and customs regulations of the respective destination country to which the goods are being delivered apply.

## 3 Registration and ordering of goods

3.1 The Customer is obliged to provide truthful information when ordering goods. Purchase orders made under a specific username are allocated to the respective Customer.

3.2 Persons under the age of 18 years or persons who do not have full legal capacity confirm with their order that they have obtained the consent of their legal guardian to conclude the respective transaction.

3.3 Orders may be placed by registered and non-registered customers. Customers must register in accordance with the relevant guidelines of Swiss Post. Registered customers may benefit from special terms and framework conditions in accordance with the respective sales offer.

3.4 The Customer acknowledges that individual goods (e.g. DVDs) may be offered only for a specific destination area or may be sold only to persons as of a certain age and not be suitable for distribution to young people. The Customer is obliged to take account of and comply with any corresponding notices when placing an order.

3.5 Swiss Post's records of orders made by the Customer shall be deemed to be correct unless any investigations undertaken in this regard suggest transmission errors.

#### **4 Conclusion of the contract and right of revocation**

4.1 The offers published by Swiss Post on postshop.ch do not constitute contractual offers. Orders made by customers are deemed to be an offer vis-à-vis Swiss Post. The contract is concluded upon delivery of the products or provision of the service. This remains subject to section 2.2.

4.2 The Customer has the right to revoke the order in writing within seven days. The revocation period begins when the Customer places the order. The deadline is considered to have been met if the revocation is communicated to Swiss Post in writing or electronically on the seventh day. The Customer is obliged to provide proof of revocation. The Customer will be responsible for the cost of returning the goods as well as for any costs incurred by Swiss Post.

4.3 Revocation is excluded for contracts

- relating to audio and video recordings and software that can be downloaded or accessed by customers,
- relating to a photo service and all other customized products, i.e. with individual pictures and/or texts,
- where the Customer's payment does not exceed CHF 100,
- relating to orders of "gift cards" from the point when they have acquired delivery status, i.e. have been sent from the central warehouse,
- relating to all offers within prepaid credit (mobile) as well as phonecards (landline) and vouchers
- with the delivery of motorway windscreen stickers

In the other cases, revocation is excluded if the goods are no longer in their original packaging but have been opened (unsealed).

#### **5 Delivery of goods ordered**

5.1 Orders will be processed in the sequence in which they are received by Swiss Post. In individual cases, particularly in respect of issues with a limited print run, the respective goods provider reserves the right to cancel orders fully or reduce them by a proportionate amount.

5.2 The goods are distributed while supplies last, without any possibility of delivery of inspection items or reservation of goods in advance. The products remain the property of the respective supplier until they have been fully paid for.

5.3 Ordered goods are delivered directly by the respective supplier or the shipping partner it has engaged. A guideline delivery period of 2-5 working days applies to goods shipped from a warehouse, although no specific delivery times can be guaranteed. If goods are not in stock, a delivery period of max. 30 working days applies. Advance order periods for selected offers remain reserved.

5.4 Unless stated otherwise, orders are executed in the same way as any previous orders placed by the Customer and are delivered to the last address in Switzerland communicated to Swiss Post. Section 2.3 applies to orders placed by customers who reside abroad.

5.5 A waybill is included with every delivery. Subsequent deliveries are made as soon as the goods arrive. Registered customers are generally able to check the delivery status of outstanding goods online.

5.6 In the event of delivery delays, the Customer will be informed without delay. If the goods are no longer available, the order will be cancelled. If it is not possible to adhere to the maximum delivery period of 30 working days, the Customer has the option of withdrawing from the contract with immediate effect by submitting written notice. In the event of cancellation or withdrawal, any amounts already paid by the

Customer will be reimbursed. Any other claims by the Customer, especially claims for compensation owing to delayed delivery or non-performance and any consequential damages and lost profits, etc. are excluded.

## **6 Complaints and repair or exchange of goods**

6.1 Complaints should be made immediately. The complaint must include the nature and exact location of the defect and – depending on the goods – any equipment used. The defective goods must be returned to the respective contact address after the complaint has been made, subject to prior consultation with Swiss Post. The Customer will bear the cost of returning the goods.

6.2 Upon the unreserved acceptance of a goods delivery all claims of the Customer in respect of the supplier or the forwarder will lapse, except in cases of intentional fraud or gross negligence.

6.3 Any damage not evident on the outside of the goods must be reported in writing within seven days of receipt. The same applies to complaints regarding incomplete delivery.

6.4 The individual regulations of the respective supplier apply to the exchange of goods. Swiss Post will replace sold products, providing the required quantity of replacement items is available. Swiss Post reserves the right to reject requests for replacement if no evident quality shortcomings are established. No claim against Swiss Post beyond the replacement of products or the cancellation of individual orders shall be admitted in any case.

## **7 Prices and payment terms**

7.1 The Customer must pay the price as published on postshop.ch for the purchase of a product at the time the contract was concluded. He or she may use the payment methods accepted by the respective supplier. For deliveries outside Switzerland, VAT and customs duties are calculated at the rates prevailing in the respective country of destination (the recipient's domicile).

7.2 A small-volume surcharge of CHF 7 will apply to orders with a value below CHF 15.

7.3 The invoice amount of an order can be seen on the Swiss Post invoice and the corresponding waybill. No other documents such as a copy of the waybill, performance certificates, etc. will be issued.

7.4 For payment by credit card, the purchaser must always provide their name and address as well as the credit card company, number and expiry date of the credit card. Any changes, particularly a new expiry date, must be communicated in writing to Swiss Post in good time. Upon placing the order, the Customer authorizes Swiss Post to assign its claims to the corresponding credit card company in line with the relevant credit card agreement.

## **8 Data protection and security**

8.1 Swiss Post will adhere to the legal data protection requirements when processing data. Data records are passed on to third parties in anonymous form only. The transfer of provision of the service to third parties is subject to section 1.4; these third parties must be governed by the same obligations with regard to data protection as Swiss Post itself.

8.2 More detailed information about data processing and security when visiting the webpage, using the Swiss Post Customer Center Login, and using the services offered online is available in the **Data Protection Statement**. <https://www.swisspost.ch/en/pages/footer/data-protection-and-disclaimer>

8.3 The application postshop.ch uses Google Analytics, a web analysis service provided by Google Inc. ("Google"). Further information is available in section 8.2 of the Data Protection Statement as well as at <http://www.google.com/analytics/terms/gb.html>.

8.4 In addition to the Data Protection Statement, the Customer agrees to Swiss Post using personal data taken from postshop.ch in order to allow advertising for products and services targeted to the Customer's needs to be sent to him or her, as well as other information that may be of interest.

## **9 Warranty and liability**

9.1 For the warranty for goods, the individual provisions of the respective supplier apply.

9.2 During the warranty period, defective goods are repaired free of charge or – if the defect cannot be repaired – the goods are replaced with equivalent goods. There is no entitlement to replacements while the repair is being carried out.

9.3 If the defect cannot be repaired or if an equivalent replacement cannot be provided, the Customer is entitled to withdraw from the contract and to request reimbursement of the purchase price against return of the goods, subject to appropriate compensation for use. If other contracts were signed in connection with a sales transaction (e.g. telephone subscriptions, etc.), the latter remain in force in the event that the Customer withdraws from the contract owing to defective goods.

9.4 The warranty does not include damage to operating equipment and consumables such as memory cards, batteries, case parts and light bulbs. Likewise, there is no warranty for damage caused by normal use, improper care or failure to observe the instructions for use, or caused by the Customer or a third party or by external factors (especially moisture, contact with liquids, impact, etc.). In such cases, the Customer must bear the cost of identifying and repairing the damage. These guarantees apply instead of the guarantee and related compensation claims set out in the Swiss Code of Obligations.

9.5 Swiss Post does not assume any liability for late product deliveries, defective product descriptions and pictures or prices, or for damage attributable to improper installation, use of the goods or to postshop.ch, or for the omissions or improper actions of third-parties. Nor shall liability be accepted for compensation claims or any other claims by third parties or for consequential damages and lost profits of any kind.

9.6 The Customer shall be liable to Swiss Post for damages arising from the non-fulfilment or poor performance of his or her contractual obligations, unless the Customer can prove that he or she is not at fault.

## **10 Other provisions**

10.1 Swiss Post can revise the present GTC at any time.

10.2 If one or more of these provisions becomes ineffective or void, the other provisions remain binding. In this case, Swiss Post will replace the void or ineffective provisions with other provisions that serve the same business purpose. The same applies to filling in any gaps in the contract.

10.3 These General Terms and Conditions are issued in German, French, Italian and English. In the event of contradictions, the German version is authoritative.

10.4 Swiss law is exclusively applicable; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Berne (Switzerland) is the exclusive place of jurisdiction and place of performance. These conditions are subject to any contrary and mandatory provisions of the law.