

# GENERAL TERMS AND CONDITIONS

## ADVERTISING IN WELCOME POST

### 1 Scope of validity

- 1.1 These General Terms and Conditions govern the relationship between customers (hereinafter referred to as the Customer) and Post CH Ltd (hereinafter referred to as Swiss Post) for the use of Swiss Post's advertising options in welcome post.
- 1.2 The details of the service can be found on our website [www.swisspost.ch/address-maintenance](http://www.swisspost.ch/address-maintenance).

### 2 Permitted advertising

- 2.1 Not permitted is the placement of:
  - advertising which is contrary to the interests of Swiss Post;
  - advertising for spirits or tobacco goods;
  - advertising which presents medicinal products in a way which is contrary to the Therapeutic Products Act;
  - advertising which recommends the borrowing of small loans;
  - advertising in which third parties are mentioned without their consent or whose logos are used;
  - advertising which contains religious, pornographic or political themes;
  - advertising which is untrue, misleading, or dishonest;
  - advertising which is contrary to legal regulations in other ways.
- 2.2 By placing the order, the Customer confirms that they possess all necessary intellectual property rights or corresponding licences for the use and dissemination of the advertising themes and texts, and that the advertising is not contrary to the directives of section 2.1.
- 2.3 Should the Customer violate the conditions established in sections 2.1 and 2.2, Swiss Post may cancel the contract immediately and without compensation. Payment remains owed in full. The right to claim further damages is reserved. In addition, the Customer undertakes to indemnify Swiss Post against all third-party claims of any kind.

### 3 Services provided by Swiss Post

- 3.1 Swiss Post nests welcome post with advertising from the Customer.
- 3.2 Welcome post will be sent free of charge to postal customers who have not expressly waived it.

### 4 Planning and preparation of the advertising campaign

- 4.1 The Customer must provide the intended advertising materials to Swiss Post for inspection punctually before the definitive delivery, in accordance with section 4.2 or 4.3. In particular, Swiss Post shall have the right to reject formulations or representations that are contrary to its interests.
- 4.2 For advertisements on tabs, the Customer shall ensure that Swiss Post receives the finished print templates (including the final design) in accordance with Swiss Post's deadlines. Swiss Post shall undertake a test print in the form of PDF file and provide the result to the Customer for final approval. Should the Customer be dissatisfied with the result, the Customer can immediately amend the print templates and request an additional final proof. However, Swiss Post's deadlines for the written final proof must be observed.
- 4.3 The Customer will provide Swiss Post with the finished produced inserts (flyers in A5 format or A4 folded, max. 160 g/m<sup>2</sup>) in good time before the planned date of publication. Any additional deliveries during the distribution period must take place at the first request of Swiss Post and in one delivery.

- 4.4 Should the deadlines in sections 4.1 to 4.3 (print template deadline, final proof approval, delivery of inserts) not be met, the Customer shall have defaulted immediately, i.e. without written warning from Swiss Post.

- 4.5 The requirements in accordance with the contract apply in regard to the size and type of advertising material as well as the technical print specifications for the print templates.

- 4.6 Swiss Post is not obliged to inspect whether the print templates are suitable for printing, nor to inspect whether the advertising material follows the provisions set out in section 2.

- 4.7 Swiss Post shall decide freely on the placement of advertising in the welcome post.

### 5 Termination and cancellation

- 5.1 The contractual relationship shall end ordinarily, as soon as the specified subscription period has ended. Swiss Post reserves the right to temporarily or permanently suspend the issuing of welcome post, particularly if too little advertising has been acquired.
- 5.2 Should the Customer cancel the order before the ordinary end of the contract, the full remuneration as specified in the contract will be owed. The right to claim further damages is reserved.

### 6 Remuneration

- 6.1 The Customer must pay Swiss Post the remuneration specified in the contract.

### 7 Swiss Post liability

- 7.1 Swiss Post shall only be liable for direct damages, which it has caused wilfully or as a result of gross negligence. The amount of compensation is limited to the agreed price for the advertising campaign in question. The Customer must prove the damages and loss.
- 7.2 Swiss Post does not assume any liability for lost profit and any damage resulting from this.

### 8 Confidentiality

- 8.1 Both parties shall treat all facts and information, which are neither evident nor publicly accessible, as confidential. The duty to maintain confidentiality shall also be adhered to prior to concluding the contract and shall continue to apply after termination of the contractual relationship. No violation of the duty to maintain confidentiality shall be deemed to have occurred if confidential information is transmitted within Swiss Post Group.
- 8.2 The Customer shall be prohibited from undertaking marketing activities with reference to welcome post, without the client contacting the Customer on his own initiative.

## **9 Other provisions**

- 9.1 Additional use of the advertising  
Swiss Post may use the advertising placed by the Customer in catalogues and leaflets, online and in other means of communications for the purposes of advertising the welcome post product.
- 9.2 Involvement of third parties  
Swiss Post may engage third parties at any time to provide its services.
- 9.3 Amendments to the General Terms and Conditions  
Swiss Post reserves the right to amend the General Terms and Conditions at any time.
- 9.4 Changes and amendments  
Changes and amendments to the contract must be made in writing. Should individual provisions of this contract be found by a competent court to be invalid or not legally binding, the validity of the remaining parts of the contract shall remain unaffected. In this event, the parties shall agree to replace the respective provision with an effective provision which comes closest to the intentions of the original clause.
- 9.5 Applicable law and place of jurisdiction  
The contract between the parties is subject to Swiss law. The place of jurisdiction is Berne.

## **10 Form of publication**

The current GTC (Advertising in Welcome Post) which constitute an integral part of the agreement, can be viewed at [www.swisspost.ch/gtc](http://www.swisspost.ch/gtc). The Customer acknowledges that paper versions are only copies of the current and 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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**SWISS POST** 