

General Terms and Conditions of the “Dispobox”, “ThermoCare Cold” and “ThermoCare Ambient” value-added services

1 Area of validity and principles

These General Terms and Conditions (GTC) 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 the reusable packaging solutions “Dispobox”, “ThermoCare Cold” and “ThermoCare Ambient” (hereinafter referred to as “Reusable boxes”) including Swiss Post’s ordering system and returns management.

The Reusable boxes may only be sent in Switzerland and the Principality of Liechtenstein. For the transport of consignments in Reusable boxes and their return, the Postal Services for Business Customers GTC apply.

The products and services offered by Swiss Post and the associated additional documents and prices are listed in the current factsheets and other communication media and can be viewed at www.swisspost.ch/business. They are deemed to be tacitly accepted when the Customer’s consignment is first handed over to Swiss Post.

A prerequisite for the use of Reusable boxes is a valid franking licence and a Swiss Post Customer login.

2 Property rights and use of Reusable boxes

The Reusable boxes are property of Swiss Post and are intended to be used exclusively for national (incl. the Principality of Liechtenstein) transport orders made to Swiss Post. In particular, they may not be used within a company or by external business partners as reusable containers in intra-company deliveries outside Swiss Post or for any similar purposes.

3 Ordering and delivery

Swiss Post determines a minimum order volume and the prices to be paid for all sizes and types of Reusable boxes.

Swiss Post usually delivers the desired Reusable boxes to the Customer on the following working day (Monday–Friday) if the order was placed via the relevant application by 11 a.m.; and on the next-but-one working day for orders received after 11 a.m.

In the case of order errors, Swiss Post may charge the Customer flat fees for the processing of relocations or returns of Reusable boxes as well as for any additional costs not covered.

4 Responsibility for sending Reusable boxes

The responsibility for filling the Reusable boxes and handing them over to Swiss Post lies with the Customer. The Customer may also pack contents into Dispobags or other inlays and seal the lid. After the Reusable boxes have been delivered and the recipient has emptied them, Swiss Post takes the boxes away for cleaning and later use by other customers.

The Customer is solely responsible for entering the correct consignment data, labelling the Reusable boxes in accordance with the relevant guidelines (e.g. for shipping on Friday) and taking into account any public holidays observed at the destination location (no shipping on the day before).

Dispoboxes and ThermoCare Boxes must be shipped or returned to Swiss Post by the customer within the given deadline from the delivery date. Upon expiry of these deadlines, the customer will be charged a flat fee per month and per outstanding Reusable box.

Reusable boxes or individual components belonging to Swiss Post (see sections 5 and 6) that are damaged, marked, soiled, lost or otherwise used for purposes other than those for which they were intended will be charged to the Customer.

5 ThermoCare Cold

The "ThermoCare Cold" value-added service is intended for the transport of human and veterinary medicines in special ThermoCare Boxes at a guaranteed temperature range of 2–8°C (cold temperature range) maintained for 25 hours as a complete passive shipping solution. The sender must store ThermoCare Boxes closed, open them only briefly for filling and then ship them by the specified deadline. ThermoCare Boxes may be used only in connection with transport orders submitted to Swiss Post.

ThermoCare Boxes may be sent only as PostPac Priority, Swiss-Express "Moon" or SameDay afternoon consignments. The sender is responsible for the consignment preparation, and the recipient is responsible for the receipt and storage of the medicines. Swiss Post is exclusively responsible for the regulation-compliant conditioning of ThermoCare Boxes and the proper performance of its transport services and is neither responsible for maintaining the temperature range nor for the contents of individual consignments.

Further details of the service offered are listed in Swiss Post's "ThermoCare Cold" factsheet and in the Quality Agreement (QA) incl. annexes. The general provisions on Reusable boxes (see from section 1 above) also apply.

6 ThermoCare Ambient

The "ThermoCare Ambient" value-added service is intended for the transport of human and veterinary medicines in special ThermoCare Boxes at a guaranteed temperature range of 15–25°C (ambient temperature range) maintained for 25 hours as a complete passive shipping solution. The sender must store ThermoCare Boxes closed, open them only briefly for filling and then ship them by the specified deadline. ThermoCare Boxes may be used only in connection with transport orders submitted to Swiss Post.

ThermoCare Boxes may be sent only as PostPac Priority, Swiss-Express "Moon" or SameDay afternoon consignments. The sender is responsible for the consignment preparation, and the recipient is responsible for the receipt and storage of the medicines. Swiss Post is exclusively responsible for the regulation-compliant conditioning of ThermoCare Boxes and the proper performance of its transport services and is neither responsible for maintaining the temperature range nor for the contents of individual consignments.

Further details of the service offered are listed in Swiss Post's "ThermoCare Ambient" factsheet and in the Quality Agreement (QA) incl. annexes. The general provisions on Reusable boxes (see from section 1 above) also apply.

7 Liability

For the "Dispobox", "ThermoCare Cold" and "ThermoCare Ambient" value-added services, Swiss Post is liable, as per the Postal Services for Business Customers GTC, for the basic service offered for the transport of relevant boxes chosen by the sender up to the amount of the proven damage, i.e. up to the purchase price of the consignment's contents, excl. VAT.

Swiss Post is generally not liable for Reusable boxes in the case of force majeure, for consequential loss or damage, spoiled goods, insufficient interior packaging, damaged packaging or lost profit.

8 Final provisions

The legally binding GTC which constitute an integral part of the contract are published electronically. Swiss Post reserves the right to amend the GTC at any time. The respective latest versions of the GTC shall be duly published on the Swiss Post website (www.swisspost.ch/gtc) before coming into force.

The place of jurisdiction is Berne. In all other cases, the contractual relationship shall be subject to Swiss law.