



## General Terms and Conditions governing the Procurement of Goods

### 1. Scope and validity

- 1.1 These General Terms and Conditions (GTCs) shall govern the conclusion, content and implementation of contracts between Swiss Post and the supplier concerning the procurement of goods (incl. assembly).
- 1.2 The GTCs are part of Swiss Post's invitation to tender and are included with the invitation. The supplier accepts them by submitting a bid.

### 2. Bid

- 2.1 The bid, including a demonstration, shall be made free of charge unless otherwise stipulated in Swiss Post's invitation to tender.
- 2.2 The bid shall be based on Swiss Post's invitation to tender. The supplier may submit additional alternatives if they offer better value for money, are more environmentally friendly or are otherwise in the interests of Swiss Post. If the bid differs from the invitation to tender, the supplier shall point this out explicitly.
- 2.3 The supplier shall state the value added tax separately in the bid
- 2.4 The bid shall be binding for the period stated in the invitation to tender. If no such period is stated the supplier shall be bound by the bid for three months.
- 2.5 Until the contract is signed, the parties may withdraw from the negotiations at any time without any financial consequences.

### 3. Handover, assembly and inspection

- 3.1 The goods shall be handed over against signature of the delivery note at the place of performance stipulated by Swiss Post in Article 7.
- 3.2 If assembly of the goods is also covered by the contract, Swiss Post shall grant the supplier access to its premises for the purpose of installation.
- 3.3 The supplier shall comply with the operating regulations of Swiss Post, in particular the security provisions and company rules.
- 3.4 Swiss Post shall inspect the goods as soon as is feasible in accordance with standard business practice. Swiss Post shall inform the supplier of any defects detected.

### 4. Training

- 4.1 If necessary, the supplier shall organize initial training for Swiss Post staff. The scope of this initial training shall be described in greater detail in the contract. If no such provisions are specified, the supplier may issue instructions for use and assembly in the three national languages.

### 5. Deployment of employees

- 5.1 The supplier shall deploy only carefully selected and well trained employees or subcontractors.
- 5.2 The supplier shall comply with health and safety regulations with respect to its employees. It shall guarantee equal treatment of men and women in terms of salary. The health and safety regulations shall include the collective employment contracts and standard employment contracts or, in their absence, the customary working conditions that apply at the location or to the occupation in question.

### 6. Fee

- 6.1 Swiss Post shall pay the supplier the remuneration stipulated in the contract in return for the goods (subject to a cost ceiling or fixed price).
- 6.2 The fee shall cover all services required for proper contractual performance. In particular it shall cover the assignment of all rights, all costs for goods and their assembly, the cost of documentation and training, expenses, packaging, transport, insurance and unloading costs, any licence fees and public taxes/charges (e.g. value added tax, advance disposal fees, customs duties).
- 6.3 Payment shall be due on handover of the goods or upon their assembly, if assembly is required. If payment is due, the supplier shall submit an invoice. Value added tax must be stated separately and may not be charged retrospectively. The conditions and terms of payment are defined in the contract.
- 6.4 Advance payments may only be made in exceptional circumstances and provided that it has been agreed that the supplier will furnish Swiss Post at its own cost with security in the form of a bank or insurance guarantee from a bank of primary standing.
- 6.5 If several subsidiaries of Swiss Post purchase services from the supplier, the corresponding fees shall be cumulated for the purposes of calculating discounts.

### 7. Place of performance and risk

- 7.1 Swiss Post shall designate the place of performance. Unless otherwise agreed, the place of delivery or assembly shall be considered the place of performance.
- 7.2 Benefits and risk shall be transferred to Swiss Post upon handover or assembly of the goods at the place of performance.

### 8. Default

- 8.1 The supplier shall automatically be deemed to be in default if it fails to comply with agreed deadlines (expiration date transactions), and in other cases after



being sent a reminder and granted an appropriate grace period.

- 8.2 The supplier shall be liable for any loss, damage or injury resulting from the failure to meet deadlines, unless it proves that it was not at fault.
- 8.3 If the supplier has defaulted it shall pay liquidated damages unless it proves that it was not at fault. This shall amount to 1‰ for each day of the delay up to a maximum of 10% of the entire fee. Liquidated damages shall also be owed if the services are accepted without reservation. Payment of liquidated damages shall not release the supplier from the requirement to comply with its contractual obligations, and shall be in addition to any damages due.

## 9. Warranty and liability

- 9.1 The supplier warrants to Swiss Post that the goods supplied will feature the agreed and warranted characteristics that are required for use and will comply with the relevant statutory requirements. The supplier accepts a guarantee of at least 24 months from the handover or assembly of the goods. Swiss Post may notify defects at any time during the warranty period. The service provider shall also be obliged to fulfil the claims arising from the following warranty rights of Swiss Post after expiry of the warranty period, provided that the defects are notified within the warranty period.
- 9.2 If a defect is ascertained, Swiss Post may choose either to deduct the value of the defect from the fee, to demand a repair or fault-free delivery (replacement). In the event of material defects, Swiss Post shall be entitled to withdraw from the contract.
- 9.3 If Swiss Post demands a repair or replacement, the supplier shall rectify the defects within the stated period and bear all resulting costs. If the defect can only be rectified with a partial new product, the right to repair shall include the right to a new product. If the supplier does not carry out the requested repair or replacement or attempts to do so unsuccessfully, Swiss Post may at its discretion deduct the corresponding amount from the payment, carry out the necessary measures itself at the supplier's expense and risk, arrange for them to be carried out by a third party or withdraw from the contract in the event of material defects.
- 9.4 The supplier shall be liable for all loss, damage or injury resulting from its behaviour or from defective goods unless it can prove that it was not at fault. The supplier shall bear liability for its own behaviour and for that of auxiliary persons and third parties involved and their staff in the same manner as for its own. The foregoing shall be without prejudice to claims based on product liability.

## 10. Confidentiality

- 10.1 Both parties shall treat as confidential all data and information that are not in the public domain or generally accessible. This duty of confidentiality shall

also apply before the contract is concluded and after the end of the contractual relationship. Unless otherwise agreed in writing, the supplier may not publicize the fact of cooperation with Swiss Post, and shall not cite Swiss Post as a reference.

- 10.2 The parties shall impose this duty of confidentiality on their employees, subcontractors, sub-suppliers and any other third party undertakings involved.
- 10.3 The duty of confidentiality is not violated if confidential information is exchanged within Swiss Post Group.
- 10.4 The duty of confidentiality does not apply if an obligation to disclose the confidential information exists due to an enforceable official or judicial order or mandatory law. The other party must be informed beforehand, insofar as this is legally permissible. No prior information is required in the case of announcements by Swiss Post within the scope of public procurement law.

## 11. Data protection, data security and postal secrecy

- 11.1 The supplier undertakes to comply with the provisions of Swiss data protection legislation. It undertakes to take all financially reasonable and technically and organizationally feasible precautions in order to protect data acquired in the course of contractual performance against unauthorized access by third parties.
- 11.2 Insofar as the supplier has access to the postal and payment transactions of Swiss Post's customers, it undertakes to comply with the requirement of postal secrecy as described in Article 321<sup>ter</sup> of the Swiss Criminal Code.
- 11.3 The supplier shall impose the obligations laid down in this Article 11 on its employees, subcontractors, sub-suppliers and any third party undertakings involved in performance of the contract.
- 11.4 When required by Swiss Post, in particular when the European Data Protection Ordinance (EU-DSGVO) applies or when personal data is transferred outside Switzerland, the processing of personal data by the service provider is based on an additional data protection agreement.

## 12. Intellectual property rights

- 12.1 If the supplier manufactures the goods to be supplied in accordance with Swiss Post's instructions, any intellectual property rights, in particular copyright and patents arising as a result of the manufacture, shall be vested exclusively in Swiss Post.

## 13. Amendments and supplements

- 13.1 Any amendments and supplements to the contract must be adopted in writing.
- 13.2 In the event of any discrepancies between the contract, the GTCs and the bid, the terms of the contract shall prevail over the GTCs and the GTCs shall prevail over the bid.



13.3 If any individual terms of the contract are deemed to be invalid or not legally binding by a competent court, this shall not affect the validity of the remainder of the contract. Should this occur, the parties shall agree to replace the provision concerned with a new, essentially equivalent provision.

#### **14. Assignment and pledge of claims**

14.1 Claims to which the supplier is entitled on the basis of this contract may not be assigned or pledged without the written consent of Swiss Post.

#### **15. Applicable law and place of jurisdiction**

15.1 Swiss law shall be exclusively applicable. The provisions of the United Nations Convention on the International Sale of Goods dated 11 April 1980 (Vienna Sales Convention) shall not apply.

15.2 The place of jurisdiction is Bern.

Die Schweizerische Post AG, February 2024