

## General Terms and Conditions for Cross-border Mail

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### 1. Scope

These General Terms and Conditions (hereinafter "GTC") govern the relationship between customers (hereinafter "the Customer") and the subsidiaries of Swiss Post International Holding AG, or their franchisees, sales agents, resellers and other distribution partners (hereinafter "the SPI company"), in connection with the cross-border transportation of letters, documents, goods, parcels, newspapers and magazines.

These GTC are not applicable to the following subsidiaries of Swiss Post International Holding AG: TNT Swiss Post AG (Switzerland), Swiss Post International Logistics AG (Switzerland), primeMail GmbH (Germany).

### 2. Additional applicable provisions

#### 2.1 Transportation by air

If the mail is transported solely or partly by air and if it is handed over to an SPI company in a country, routed through a country, delivered in a country or if its transportation is interrupted in a country that has ratified the international agreements listed in this section, the Warsaw Convention of 12 October 1929 as amended by the Hague Protocol of 28 September 1955 and/or Montreal Protocol No. 4 of 25 September 1975 or the Montreal Convention of 28 May 1999 shall apply.

#### 2.2 Transportation by road

If the mail is transported solely by road and if it is handed over to an SPI company in a country or delivered in a country that has ratified the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956, the provisions of that convention shall apply.

#### 2.3 Description of services

The products and services offered by the SPI company are described in the latest version of its brochures and factsheets (product specifications), as published on the website [www.swisspost.com](http://www.swisspost.com). These form an integral part of the contract of carriage between the Customer and the SPI company.

#### 2.4 Prices

The SPI company decides how the prices of services relating to the carriage of mail are to be published. The latest price list applies; this forms an integral part of the contract of carriage between the Customer and the SPI company.

### 3. Terms

In these GTC, the terms listed below are used with the following meanings:

| Term            | Meaning  |
|-----------------|--|
| Third party     | Any natural person or legal entity, excluding the Customer, Swiss Post, Swiss Post International Holding AG and the SPI company.   |
| Dangerous goods | Articles, materials, goods and liquids specified in <ul style="list-style-type: none"> <li>• the technical instructions issued by the International Civil Aviation Organization (ICAO),</li> <li>• the dangerous goods regulations of the International Air Transport Association (IATA),</li> <li>• the International Maritime Dangerous Goods (IMDG) Code,</li> <li>• the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) of 30 September 1957.</li> </ul> |

| <b>Term</b>                         | <b>Meaning</b>   |
|-------------------------------------|--|
| Mail                                | Letters, documents, goods, parcels, newspapers and magazines packaged and addressed to the SPI company's specifications. Mail may also be unpackaged and/or unaddressed if the service provides for this.  |
| Special Drawing Right               | Abbreviation: SDR<br>An artificial currency unit that is not traded on foreign exchange markets. The exchange rate of a SDR is defined in terms of a basket of major international currencies and set daily by the International Monetary Fund.  |
| Transportation                      | Carriage of mail by land, water or air.  |
| Swiss Post                          | An independent institution under Swiss public law with its own legal identity and its registered office in Berne. Swiss Post is the Public Postal Operator (PPO) in Switzerland.   |
| Swiss Post International Holding AG | A public limited company under Swiss law with its registered office in Berne. Swiss Post International Holding AG is the holding company that holds all of the interests in subsidiaries of Swiss Post's "Swiss Post International" Group unit and maintains contractual relationships with franchisees, sales agents and resellers. |

#### **4. Existence of a contract and acceptance of the GTC**

The contractual relationship exists between the Customer and the SPI company that receives the mail for transportation. These GTC are deemed accepted at the latest when the Customer hands over his mail to an SPI company or to a third party that accepts the mail on the company's behalf. The provisions of these GTC also apply in the context of the statutory provisions to other parties asserting claims from the respective transport agreement. Deviations from these GTC must be set out in writing for documentation purposes.

#### **5. Excluded mail**

Mail is excluded from carriage and the SPI company will assume no responsibility or liability if it

- contains goods or documents that are banned by legislation, provisions or regulations from export from, import into or transportation into or via a country through which the mail will be carried;
- contains articles, materials, goods or liquids that are deemed to be dangerous goods under section 3.
- contains goods that may injure people or cause damage to property.

The Customer undertakes not to hand over any excluded items to the SPI company for transportation. It is entirely up to the Customer to seek information from the destination country's relevant authorities or their diplomatic representatives about import and export options. The SPI company does not assume any responsibility or liability in this respect.

#### **6. Declaration of mail**

The Customer ensures that the description of the mail's contents on the accompanying documents is complete and at the same time confirms that the mail handed over for transportation does not contain any articles excluded from carriage under section 5. He acknowledges that his mail may be examined for security reasons and that, in being examined, it may also be X-rayed and opened, if there is reason to suspect that it contravenes customs and security regulations.

#### **7. Customs clearance**

The Customer must comply with the import, export and customs regulations of the country of departure, transit and destination. He must complete the necessary accompanying documents (e.g. customs declaration, export licence) accurately and in full and attach them to the mail. If processing of the mail is delayed or becomes impossible as a result of the Customer providing inaccurate or incomplete information, the Customer accepts this as a consequence of his own actions.

The Customer acknowledges that the SPI company performs the necessary customs clearance-related tasks on behalf of the recipient of the mail.

The Customer undertakes to pay all expenses incurred in doing so, such as customs duties, taxes, levies, fines and storage charges, as well as the fees and levies charged to the SPI company by third parties, when first requested to do so.

## **8. Services to be performed by the SPI company**

### **8.1 Carriage and delivery**

The SPI company undertakes to handle the mail handed over to it for transportation and delivery, to carry it and to hand it over to the foreign third parties involved in onward carriage and delivery to the recipient as instructed. Delivery in the destination country shall be according to the provisions of that country. Provided that it does not conflict with any compulsory provisions set out in the agreements mentioned in section 2, compliance with a particular delivery deadline or date is not required, unless contractually agreed. All delivery times published in the brochures and factsheets mentioned in section 2.3 or on the SPI company's websites are based on past experience and are not binding on the SPI company.

The SPI company is free to select the route and the means of transport to be used for the mail's carriage and delivery and may change the same at its own discretion. The SPI company is furthermore entitled to store the mail for an interim period.

### **8.2 Undeliverable mail**

Undeliverable mail is gathered and returned to the Customer by post. If he expressly opts not to have mail returned, the SPI company has the right to destroy that mail. The resulting costs may be charged to the Customer. As an optional value-added service, the Customer may, by way of a special mark on the postage paid impression, specify in advance whether he wishes to have undeliverable mail returned or whether he merely wishes to be notified electronically of the addresses of customers that could not be reached.

### **8.3 Opening of mail**

The SPI company has the right to open undeliverable mail if the sender cannot be ascertained from the exterior of that mail. If neither the sender nor any party entitled to claim the mail can be identified, the SPI company has the right to destroy it.

## **9. Rights and obligations of the Customer**

### **9.1 Instructions**

Provided that they do not conflict with any compulsory provisions set out in the agreements mentioned in section 2, the Customer's instructions on how to handle the mail are only binding if they are foreseen by the product and services offer set out in section 2.3 and are issued at the latest by the time the mail is handed over.

### **9.2 Packaging**

The Customer is obliged to prepare the mail in such a way as to protect it against loss and damage. He must also label it for international shipment such that it can be processed smoothly. The Customer may instruct the SPI company to package, prepare and address the mail in accordance with the company's service offering.

### **9.3 Charges and terms of payment**

The Customer undertakes to pay the SPI company the price of the services he uses including value added tax (if applicable) in accordance with section 2.4 when he hands over the mail. If the Customer hands the SPI company mail for carriage on a regular basis, the parties may agree on payment by invoice. The Customer accepts the SPI company's data as the basis for invoicing. If the Customer's data differ from the data recorded by the SPI company, those of the SPI company are authoritative. If the Customer is late in paying invoices, the SPI company will charge him default interest at a rate of 7 % per annum. The SPI company has the right to ask the Customer to pay in cash at any time without giving a reason. These terms also apply to the costs incurred by the SPI company under section 7.

### **9.4 Offset**

The offset of the Customer's claims against the SPI company receivables in relation to this contract is excluded.

## **10. Liability of the SPI company**

The SPI company limits its liability for lost, damaged and delayed mail as follows:

### **10.1 Transportation by air**

If the mail is transported solely or partly by air and if it is handed over to an SPI company in a country, routed through a country, delivered in a country or if its transportation is interrupted in a country that has ratified

the international agreements listed in this section, the Warsaw Convention of 12 October 1929 as amended by the Hague Protocol of 28 September 1955 and/or Montreal Protocol No. 4 of 25 September 1975 or the Montreal Convention of 28 May 1999 shall apply. These international agreements limit the SPI company's liability for lost, damaged and delayed mail to 17 SDR per kilogramme. The exchange rate is the same as that used to calculate the compensation to be paid by the forwarder.

### **10.2 Transportation by road**

If the mail is transported solely by road and if it is handed over to an SPI company in a country or delivered in a country that has ratified the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956, the liability provisions of that convention shall apply. The CMR sets and limits the SPI company's liability for lost and damaged mail at 8.33 SDR per kilogramme. The exchange rate is the same as that used to calculate the compensation to be paid by the forwarder. In the case of delayed mail, liability is limited to the price paid to have the mail transported, provided the Customer can provide proof of loss or damage.

### **10.3 Subsidiary liability**

If, in a particular instance, the mandatory liability provisions of the agreements listed in either section 10.1 or section 10.2 do not apply, the SPI company is only liable in the event of an intentional act or omission or gross negligence. In this case, liability is limited

- to the cost of replacing the mail in the event that it has been lost,
- the cost of repairing the mail or the part affected in the event that it has been damaged.

In both cases, liability is limited to 8.33 SDR per kilo, with no more than 10,000 SDR being paid per order. In the case of delayed mail, the Customer is reimbursed the price paid to have the mail carried, provided he can provide proof of loss or damage.

### **10.4 Delayed mail**

Provided that it does not conflict with any compulsory provisions set out in the agreements mentioned in section 2, in all cases, the SPI company is only liable for delayed mail in accordance with sections 10.1 to 10.3 if it has been agreed in writing that it will comply with a particular delivery deadline or date as outlined in section 8.1.

## **11. Exclusions of liability**

### **11.1 Extent**

The SPI company is only liable up to the amount of the proven loss or damage, however no more than the value of the contents noted on the customs documents when the mail was handed over and no more than the maximum amounts set out in sections 10.1, 10.2 and 10.3. The SPI company is not liable for lost revenue or profit, the loss of customers, damage to the Customer's reputation or indirect or consequential losses. This also applies if the Customer draws the SPI company's attention to any particular risks in advance. Compulsory provisions of the agreements mentioned in section 2 are not affected.

### **11.2 Excluded risks**

Irrespective of the compulsory provisions of the agreements mentioned in section 2, the SPI company's liability is excluded,

- in the event of force majeure events such as, but not limited to, earthquakes and flooding,
- in the event of war or strikes,
- in the event of circumstances on which the SPI company has no influence,
- in the event of interruptions to air or ground transport networks,
- in the event of pre-existing damage to the mail's contents,
- if the loss or damage is the fault of or attributable to negligence on the part of the Customer or due to the nature of the mail's contents,
- if the mail is retained or confiscated on the basis of legal regulations in a country of transit or in the country of destination,
- if the mail is excluded from carriage under section 5 or is seized or destroyed by the relevant authorities,
- if the Customer fails to submit a tracking request within one month, calculated from the day on which the mail is handed over.

The SPI company does not accept any liability for customs declarations or decisions made by the customs authorities in examining the mail.

**12. Valuable goods**

The Customer acknowledges that he may not enclose any valuable articles such as precious stones, precious metals, watches, jewellery, money, readily realizable securities, goods made of glass, porcelain or other fragile materials, works of art, antiques or passport documents with the mail he hands over to an SPI company for transportation. The mail is sorted and processed partly by hand and partly automatically and may be reloaded several times during transportation. If the Customer does hand over such goods to an SPI company for carriage, he does so entirely at his own risk. The SPI company shall never be liable for lost, damaged or delayed mail that contains valuable goods.

**13. Customer's liability**

The Customer is liable to the SPI company for any loss or damage suffered by the company and/or third parties as a result of the Customer sending mail that is not permitted, is excluded or does not comply with the regulations of carriage. The Customer is not released from any liability in the event that the SPI company accepts such mail.

**14. Customer's claims for compensation**

The Customer shall make claims for compensation for lost, damaged or delayed mail in accordance with the agreements in sections 2 and 10 of these GTC that are applicable in the particular instance. If none of the agreements mentioned in those sections is applicable, the following provisions shall apply. If these are not adhered to, the SPI company has the right to reject the Customer's claims after duly considering the Customer's legitimate interests.

- The Customer (sender) is obliged to notify the SPI company of the damage or loss in writing within one month of the mail's delivery or of the day on which the lost mail should have been delivered. Within 14 days of the notification, he must document the loss and send the SPI company all the relevant information regarding the mail.
- The SPI company will examine the Customer's claim for compensation, provided they have been paid the charges due to them in connection with the lost mail.
- At their request, the SPI company must be provided with the contents and packaging of the damaged mail for inspection.
- Subject to the applicable provisions of the agreements, all claims against the SPI company arising under these GTC shall lapse after one year. This period of limitation shall begin the day after the mail was delivered or should have been delivered.

**15. Data protection**

The SPI company undertakes to comply with the relevant applicable provisions of the national Law of the place of registration of the SPI company on Data Protection and related ordinances. Provided that it does not conflict with any compulsory provisions, the Customer consents to the SPI company processing the data disclosed to it in connection with these GTC within Swiss Post Group in order to fulfill contractual and legal obligations, ensure a high quality of service and maintain customer relationships. The SPI company shall ensure that these data are not made accessible to third parties outside Swiss Post Group, with the exception of third parties engaged to provide services under section 16 within the scope of the statutory provisions.

**16. Involvement of third parties**

The SPI company has the right to engage third parties to perform its services.

**17. Amendments to the GTC**

Swiss Post, Swiss Post International Holding AG and the SPI company reserve the right to amend these GTC at any time. The amendments will be communicated to the Customer in appropriate form.

**18. Applicable law and place of jurisdiction**

Should one of the provisions of these GTC be declared invalid or unenforceable, this shall not affect the applicability of the remaining provisions.

Furthermore, the contractual relationship shall be subject to the national law of the place of registration of the SPI company that concluded the contract with the Customer. Provided that it does not conflict with any compulsory provisions set out in the agreements mentioned in section 2 or with the applicable national law, the sole place of jurisdiction for all disputes arising from the contractual relationship between the Customer and the SPI company shall be the SPI company's place of registration.

**19. Authoritative version**

These GTC are published in German, English, French and Italian. In the event of contradictions, the German version is authoritative.