

## **Supplement to the General Terms and Conditions for Cross-border Mail (applicable to the cross-border transportation of parcels only)**

Version issued September 2010

### **1. Area of validity**

This Supplement to the General Terms and Conditions for Cross-border Mail (hereinafter "the Supplement") constitutes an addition to the General Terms and Conditions for Cross-border Mail (hereinafter "GTC").

This Supplement applies to the cross-border transportation of parcels only. Together with the GTC, it governs 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 parcels.

In the event of ambiguities, discrepancies, inconsistencies or contradictions between the GTC and this Supplement, the provisions of this Supplement are authoritative.

The definition of a parcel and all information relating to the service offering are described in the latest version of the brochures and factsheets (product specifications) for the SPI companies concerned.

This Supplement is 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. Handover**

#### **2.1 Packaging**

Parcels must be packaged in accordance with the requirements of the SPI company. The contents must be protected to ensure that they remain undamaged even if subjected to severe shocks, such as being dropped from a height of 1.5 m. The Customer may submit a specimen parcel to the SPI company to have the packaging examined. The SPI company cannot assume any liability for inadequately packaged parcels.

#### **2.2 Addressing**

- 2.2.1 Parcels must either be addressed correctly and in full or all data required to address the consignments must be provided.
- 2.2.2 P.O. box addresses are excluded in all cases.
- 2.2.3 For deviations that cause additional processing, the SPI company may impose a surcharge or return the consignment to the Customer for a fee.

#### **2.3 Handover to the SPI company**

- 2.3.1 Parcels can be handed over to the SPI company in accordance with the company's service offering. The Customer supplies a consignment list with the parcels, in accordance with the service specifications of the SPI company.
- 2.3.2 All parcels are scanned at the SPI company or directly at a delivery partner firm. Scanning serves as confirmation of acceptance. If a parcel is not scanned, it is not deemed to have been handed over to the SPI company for dispatch. In this case proof of the handover lies with the Customer, whereby the presence of a parcel on the consignment list is not considered proof in itself.

#### **2.4 Authoritative data**

- 2.4.1 If, during the electronic recording of address data and barcodes on parcels, the details recorded (including digital images) differ from those provided by the Customer to the SPI company in electronic or any other form, the SPI company data shall have precedence for the purposes of further processing.

- 2.4.2 The data recorded by the SPI company shall also have precedence in the case of parcels which are returned to the sender. If the SPI company is the only party to possess the relevant data, the Customer shall acknowledge them as appropriate.
- 2.4.3 The data recorded by the SPI company are authoritative with regard to the determination of the definitive weight.

### **3. Delivery**

#### **3.1 Time of delivery**

Parcels are regarded as delivered if they have been handed over to the recipient or deposited in another place specified for this purpose. The Customer acknowledges the delivery events recorded electronically by the SPI company or delivery partner as proof of successful delivery.

#### **3.2 Authorized recipients**

In addition to the addressee, all persons encountered at the same residence or place of business are entitled to receive parcels. If the recipient or other persons entitled to receive items of mail are absent, parcels may be delivered to a neighbour.

#### **3.3 Delivery region**

Particularly remote regions of the destination country, regions with different customs requirements and islands are excluded from delivery in the respective destination country, unless otherwise indicated in the contract with the Customer.

#### **3.4 Delivery to countries without a contract**

If the Customer hands over parcels to the SPI company for delivery to countries which are not covered by a contractual agreement between the Customer and the SPI company, these parcels shall be delivered if an agreement is entered into with the Customer or returned to the Customer for a fee. If the SPI company delivers the parcels despite not having a contractual agreement with the Customer, the Customer will be billed EUR 35 per parcel.

### **4. Undeliverable parcels**

- 4.1.1 A parcel is deemed undeliverable if the recipient cannot be ascertained or refuses to accept the parcel, if the parcel is not clearly addressed, if it is impossible to gain access or if any other obstacles exist. This also applies to parcels which are not collected within the deadline after a collection slip has been deposited.
- 4.1.2 Undeliverable parcels are returned to the Customer for a fee. The Customer is not entitled to a refund of the costs paid upon handover to the SPI company. If the sender refuses to accept the returned item, he/she will bear the costs of disposing of or destroying it.

### **5. Volume weight**

If the Customer sends parcels with a volume weight that exceeds the weighed weight of the parcels by more than 15%, the SPI company has the right to bill the Customer for a volume-based surcharge at any time. This surcharge will be communicated to the Customer in advance. The volume weight is calculated as follows:  $(\text{length} \times \text{width} \times \text{height in cm}) / 6000 = \text{volume weight in kg}$ .

### **6. Liability**

#### **6.1 Basic principle**

The SPI company's liability is limited to 8.33 SDR per kilogram. For parcels weighing less than 5 kilograms, the SPI company is liable up to a maximum of EUR 50 per parcel.

#### **6.2 Claim entitlement**

- 6.2.1 In the event of loss, theft or damage, the sender is entitled to claim compensation.

6.2.2 The recipient must report any damage to the delivery firm in writing who, in turn, must confirm it.

### **6.3 COD amounts**

The Cash on Delivery (COD) service is included in the service offering of the SPI companies for certain countries. If this extra service is selected, the COD amounts are collected for the Customer on delivery and transferred to the account specified by the Customer.

The SPI company shall be liable up to the amount of the cash on delivery due (max. EUR 500) for:

- amounts collected, until they are credited to the recipient's account as required, or
- parcels handed over without collection of the cash due on delivery or on collection of an amount lower than that specified.

The SPI company shall not be liable for cash on delivery if:

- non-collection is attributable to an error or negligence on the part of the Customer,
- delays occur in collecting and transferring the amounts payable,
- the parcel is excluded from carriage under Section 5 of the GTC.

## **7. Parcel processing system (PVS)**

All parcels are processed and prepared for dispatch using the parcel processing system (hereinafter "PVS") of the SPI company. The PVS is an online platform at [www.swisspost.com/parcelsystem](http://www.swisspost.com/parcelsystem).

With its mail and dispatch function for parcels, the PVS allows the Customer to manage its customer addresses, print address labels, transmit address details to the SPI company electronically and manage dispatch orders. The various options and functions offered to the Customer are described in the relevant instructions provided by the SPI company.

The SPI company has the right to change or discontinue the PVS service offering at any time. The Customer will be given advance notice of such changes in a suitable manner.

### **7.1 Registration and setup in the PVS**

Registration is handled by the SPI company once the contract has been signed. The Customer is granted access to its chosen functions. The Customer may apply to the SPI company for additional Users with limited rights. The Customer undertakes to ensure that all Users are informed of the rights and duties, and in particular the duties of care, applicable to their use of the PVS.

### **7.2 Customer's obligations**

#### **7.2.1 Access**

The Customer is responsible for ensuring that its Users take care to safeguard their identification elements (user name and password). It must ensure that the Users keep their user name and password separate from each other and protect them from abuse by third parties.

If the Customer has reason to suspect that an unauthorized third party knows the identification elements or has unauthorized access to the PVS or to individual functions provided in it, it must report this immediately to the SPI company.

#### **7.2.2 Incoming data delivery**

The Customer undertakes to transfer correct and complete consignment data to the SPI company. In doing so, the Customer undertakes to specify the products and additional services correctly in accordance with the specifications of the SPI company. The SPI company processes the consignments in accordance with the information supplied by the Customer. If the Customer unintentionally opts for combinations of products that are not offered, the Customer acknowledges the product combinations chosen by the SPI company.

### **7.3 Costs**

7.3.1 The use of the PVS platform and its functions is in principle free of charge. As an exception to this arrangement, additional functions are subject to a charge and are listed accordingly.

7.3.2 The Customer is responsible for providing Internet access and the necessary hardware and software components with the relevant configurations, and bears the associated costs. Any expense incurred by the Customer for integrating the data provided is to be borne by the Customer. The SPI company will not finance development expenditure.

#### **7.4 Access block**

The SPI company is entitled to block the Customer's access to the PVS or to individual functions within it without notice and without any subsequent costs if the Customer violates this Supplement, ceases to guarantee the security of the PVS or is late in paying invoices.

#### **7.5 Availability**

- 7.5.1 The SPI company endeavours to ensure the maximum possible uninterrupted availability of the PVS and its functions. However, the SPI company does not guarantee uninterrupted service, service at a specific time or the completeness, authenticity and integrity of the saved data or data transmitted via the PVS or the Internet.
- 7.5.2 The SPI company will ensure that any interruptions to rectify malfunctions, to implement maintenance windows or to install new technologies, etc. are brief and will schedule them for the low-traffic period, where possible.

#### **7.6 Liability in connection with the PVS**

- 7.6.1 The SPI company will not be liable to the Customer or third parties for non-performance or poor performance of the PVS, unless the action constituted intent or gross negligence. The SPI company will not be liable for the accuracy of the data provided or for any consequential loss or damage or lost profit. The SPI company will not be liable for loss or damage arising from any failures of the PVS. The SPI company will not be liable for unintentional disclosure, damage or deletion of data transmitted and received via the PVS or stored in the PVS.
- 7.6.2 The Customer will be liable to the SPI company for loss or damage due in any way to the non-performance or poor performance of its contractual obligations, if it fails to prove that these are not its fault. The Customer undertakes to indemnify the SPI company against all third-party claims in connection with the unlawful or abusive use of the PVS or its individual functions.

#### **7.7 Data protection and security**

- 7.7.1 The data required for business operations will be stored by the SPI company and treated as confidential. The SPI company will use the data collected solely for the purposes of providing its own services. In the event that the SPI company engages third parties to provide the services, it will be authorized to make the data necessary for this purpose available to them.
- 7.7.2 The latest security technology will be employed to protect data against unauthorized processing or unauthorized access. No liability can be accepted for the security of data transmitted via the Internet.
- 7.7.3 The Customer will be responsible for ensuring compliance with all requirements of data protection legislation relating to the personal data of third parties (notably recipient addresses) provided by the Customer for the provision of the service as contracted.

#### **7.8 Incoming data delivery and use of the PVS**

- 7.8.1 The Customer undertakes to transfer the parcel data to the SPI company via the PVS on the date of mailing before the parcels are handed over to the SPI company.
- 7.8.2 The Customer must ensure that the consignment data submitted via the PVS match the parcels handed in for mailing and their recipient addresses and reference numbers.

#### **7.9 Notification of the recipient**

- 7.9.1 The Customer may notify the parcel recipients of the dispatch by text message or e-mail in accordance with the SPI company's service offering for the destination in question. The SPI company can only issue punctual text message or e-mail notification if the data have been submitted correctly and on time.
- 7.9.2 Details supplied by the Customer (mobile phone numbers and e-mail addresses) will be used by the SPI company solely for the notification service.
- 7.9.3 The SPI company will not accept any liability for undeliverable text or e-mail messages. The Customer will not be informed if the notification cannot be delivered.

#### **7.10 Tracking consignments (Track & Trace)**

- 7.10.1 By entering the parcel number, reference or address, the Customer can receive information on the progress of the mailing and its current status (Track & Trace service).

- 7.10.2 This service provides the Customer with access to all data available at the SPI company relating to any individual parcel which it has sent. These data are protected to a certain extent by postal secrecy and otherwise by data protection regulations. These protected data can only be requested for parcels which have been sent by the Customer and can also be identified as such (Customer's access).
- 7.10.3 The Customer undertakes to report any third-party data found to the SPI company without undue delay. It is the Customer's responsibility to restrict access by third parties to these data to ensure that neither postal secrecy nor data protection regulations are breached. Data entered can be called up for a period of 180 days. However, the SPI company does not assume any liability for adherence to this period of time.

## **8. Remaining provisions**

### **8.1 Amendments to the Supplement**

Swiss Post, Swiss Post International Holding AG and the SPI company reserve the right to revise the present Supplement at any time.

### **8.2 Authoritative version**

This Supplement is published in German, English, French and Italian. In the event of contradictions, the German version is authoritative.