

# General terms and conditions

## postshop.ch

### 1. Area of validity

These General Terms and Conditions (hereinafter referred to as "GTC") govern the business relationships between the customers (hereinafter referred to as «Customers») and Post CH Network Ltd (Wankdorffallee 4, 3030 Bern, Switzerland, hereinafter referred to as "Swiss Post") in connection with the sale of goods and services via its online shop (hereinafter referred to as "postshop.ch").

References to persons apply to individuals of all gender identities and to more than one person.

### 2. Conclusion of the contract

Customers may place online orders at postshop.ch. Swiss Post will confirm their orders by e-mail. The contract between Customers and Swiss Post will be concluded upon receipt of these order confirmations.

When orders are placed in a Swiss Post branch, the contracts between the Customers and Swiss Post will be concluded upon the issuance of a receipt by Swiss Post.

### 3. Ordering

An order refers to goods/services in accordance with the offer at postshop.ch

Orders may be placed by registered and non-registered Customers. Customers must always provide truthful information when placing an order and check and update the delivery address submitted for each order.

While placing an order, Customers must meet any requirements (e.g. minimum age, destination area).

### 4. Delivery obligation and procurement risk

Swiss Post has no obligation to deliver or provide the order if, for its part, it was not supplied with the goods correctly or in time and/or the service is not available. Customers will be informed of this unavailability by e-mail.

If it is not possible to deliver or provide the order within 30 working days, Customers have the option of withdrawing from the contract with immediate effect by submitting written notice. In the event of cancellation or withdrawal, any amounts already paid by Customers will be reimbursed.

Swiss Post will not assume the risk of having to procure the order (procurement risk).

### 5. Offer at postshop.ch

The offer is published at [www.postshop.ch](http://www.postshop.ch) and contains goods/services.

Subsequent changes to the offer may be implemented at any time, including correction of any errors on the price label or in the product description and declaration.

Errors in the published offer do not entitle Customers to claim actual delivery of the goods/services under the conditions erroneously published.

As a rule, the offer on postshop.ch is limited to Customers who have their place of residence/a delivery address in Switzerland or Liechtenstein. The goods from the philately section are sold all over the world, unless exclusions apply, in particular in relation to certain products or selected delivery locations or addresses. The specific information on the respective offers on postshop.ch always applies.

The [Stamps & Philately Products General Terms and Conditions](#) also apply when ordering stamps and philately products.

### 6. Customers' right of revocation

Customers have the right to revoke their contracts in writing within seven days. The revocation period starts running upon the conclusion of the Agreement. The deadline is considered to have been met if the revocation is communicated to Swiss Post in writing or electronically on the seventh day. Customers are obliged to provide proof of revocation within the deadline. Customers will be responsible for the cost incurred by revoking the contract (especially the cost of returning the goods).

Revocation is not possible for contracts:

- relating to audio and video recordings, games and software that can be downloaded or accessed by Customers;
- relating to a photo service and all other customized products, i.e. with individual pictures and/or texts; where the Customer's payment does not exceed CHF 100;
- relating to orders of "gift cards" from the point when they have acquired delivery status, i.e. have been sent from the central warehouse;
- relating to all offers within prepaid credit (mobile) as well as phonecards (landline) and vouchers;
- relating to motorway windscreen stickers;
- relating to "Swiss Crypto Stamps".

In the other cases, revocation is excluded if the service has been used and/or the goods are no longer in their original packaging and have been opened (unsealed).



## 7. Delivery of ordered goods

All information at postshop.ch on availability and delivery times is subject to change and may be modified at any time.

Goods stemming from a third party (e.g. producers, suppliers, retailers) will be delivered by the third party in question.

In the case of delivery of goods abroad, Customers must comply with the taxation and customs policies and any other import regulations in the respective country of destination (country of the recipient in question). Deliveries abroad must be according to the provisions of that country.

## 8. Complaints regarding the goods immediately upon delivery

Customers must check the goods delivered immediately upon receiving their consignments. Any damage and/or defects to the goods must be reported to Swiss Post immediately. The same applies to incomplete deliveries.

Only after prior consultation with Swiss Post's Contact Center may Customers send the goods to the relevant contact address. Customers will bear the cost of returning the goods.

Swiss Post reserves the right to refuse a request for the delivery of a replacement if the goods are clearly not damaged or defective. Moreover, a replacement will be sent only if the goods are actually available in the required quantity (see Section 4).

## 9. Swiss Post's warranty obligation in case of defective goods

For defective goods, the statutory warranty applies. Swiss Post reserves the right to send Customers a defect-free replacement in the event of defects to the goods that have been claimed and confirmed.

Optionally, Swiss Post may meet its warranty obligations or have them met by a third party (e.g. producers, suppliers, retailers) by offering a repair, credit or a price reduction.

## 10. Provision of and any complaints regarding the service ordered

The service ordered is provided either by Swiss Post or a third party.

Customers may complain to the provider or Swiss Post about the quality of the service.

## 11. Customers' rights in case of inadequate service

In the case of services which objectively have been provided inadequately, Customers may choose between a price reduction or credit.

## 12. Liability

As permitted by law, Swiss Post does not accept any liability for damage or loss due to incidental or ordinary negligence.

Swiss Post does not accept liability – to the extent permit-

ted by law – for direct, indirect or consequential damage such as loss of profit, loss of data or damage as a result of downloads.

Swiss Post is not liable for delayed deliveries.

Claims in respect of product liability and personal injury remain reserved.

Swiss Post does not accept any liability for damage or loss caused by auxiliary staff and third parties it engages (e.g. producers, suppliers, retailers, service providers, etc.) which result from incidental or ordinary negligence.

## 13. Prices and terms of payment

Customers must pay the price as published on postshop.ch for the order at the time the contract was concluded. They may use the payment methods accepted at postshop.ch. The payment methods accepted for Customers abroad may be limited. Customers will bear all costs incurred in delivering the goods abroad (especially taxes and fees).

For orders that fail to reach the minimum order value valid for the offer, Swiss Post will levy a small volume surcharge.

The amount due for an order is indicated in the order confirmation and/or the proof of purchase (receipt, delivery note). No other documents such as a copy of the waybill, performance certificates, etc. will be issued.

For credit card payments, Customers must provide the required information in the online payment system. Any changes, particularly a new expiry date, must be communicated in writing to Swiss Post in good time. By placing the order, Customers authorize Swiss Post to transfer their debts to a third party for collection.

## 14. Data protection

### General

When collecting and processing personal data, Swiss Post complies with the current legislation, especially data protection law and the Postal Services Act. It safeguards customer data with suitable technical and organizational measures and treats it confidentially.

It collects, processes, and stores personal data only to the extent necessary to provide these services, for the security of operations and infrastructure, for invoicing, and to manage and maintain Customer relationships so as to ensure a high quality of service.

Personal data may be disclosed to third parties who do not act as a data processor for previously notified processing purposes to the extent that it is legally permissible or with the prior consent of the Customer.

### Market research, customer advice and marketing

With regard to the provision of a competitive market service, Customers agree that Swiss Post may collect and process their personal data for market research (e.g. customer satisfaction surveys) and consulting purposes.



Swiss Post may collect and process personal data for its own advertising purposes.

Customers have the right at all times to prohibit Swiss Post from using their personal data for market research, customer advice and marketing purposes. As regards asserting the right of objection, see the rights of the data subjects.

### **Rights of the data subjects**

Die Kundinnen und Kunden können Auskunft über die Verarbeitung ihrer persönlichen Daten anfordern. Kunden können Auskunft über die Verarbeitung ihrer persönlichen Daten anfordern. Kunden haben das Recht, die Verarbeitung ihrer Daten zu untersagen oder zu löschen zu verlangen. Sie können die Verarbeitung ihrer Daten untersagen oder blockieren, sofern dies nicht notwendig ist, um die von ihnen angeforderten Dienstleistungen zu erbringen. Dies gilt auch für die Offenlegung ihrer Daten an Dritte. Kunden haben das Recht, unrichtige persönliche Daten korrigieren zu lassen. Wenn weder die Richtigkeit noch die Unrichtigkeit der Daten festgestellt werden kann, können Kunden eine Widerspruchsnote eintragen lassen. Wenn Kunden ausdrücklich ihrer Zustimmung zur weiteren Datenverarbeitung zugestimmt haben, können sie diese jederzeit widerrufen. Die Rechtmäßigkeit der Datenverarbeitung für die gesamte Dauer der gültigen Zustimmung wird durch den Widerruf nicht beeinträchtigt.

All legal provisions which oblige or entitle Swiss Post to process or disclose data remain reserved. If the deletion of the data is not permitted for legal reasons, the data will be blocked instead of deleted.

To assert their rights as a data subject, Customers must contact the following address in writing along with a copy of their passport or ID card: Post CH Network Ltd, Swiss Post Contact Center, Wankdorffallee 4, 3030 Bern, Switzerland.

To assert their right of objection in connection with market research, customer advice and marketing (see Section 2 above), Customers may alternatively send their request to the following e-mail address registered at Swiss Post: [contactcenter@post.ch](mailto:contactcenter@post.ch) In this instance, there is no need to send a copy of their ID.

As e-mails are not encrypted, they are exposed to the typical security risks for this means of communication.

### **Responsibility of Customers**

If Customers process third-party data using the My Post customer portal, the Online Services or Apps, they shall remain exclusively responsible in respect of the persons concerned.

### **Additional data privacy statements**

The individual provisions of the Online Services and the data privacy statement on the website [www.swisspost.ch/data-privacy-statement](http://www.swisspost.ch/data-privacy-statement) provide further information about data processing by Swiss Post.

### **Involvement of third parties (processors)**

Swiss Post may involve third parties to render services and supply the necessary data to the third parties involved. The data processor is subject to the same obligations as regards guaranteeing data protection as Swiss Post itself and may – subject to differing legal regulations – not

process the data for its own purposes and only on behalf and on the instructions of Swiss Post. Swiss Post undertakes to select, instruct and monitor such service providers in a prudent manner.

The data processors may also be domiciled abroad. Swiss Post guarantees that the data processors will apply appropriate data protection in the destination country.

### **15. Delivery**

If the delivery is carried out by Post CH Network Ltd, the [General Terms and Conditions of the Swiss Post Services for business customers apply](http://www.swisspost.ch/gtc) ([www.swisspost.ch/gtc](http://www.swisspost.ch/gtc)).

### **16. Amendments to the GTC**

Swiss Post reserves the right to amend the GTC at any time. The respective latest versions will be duly published on the Swiss Post website ([www.swisspost.ch/gtc](http://www.swisspost.ch/gtc)).

### **17. Severability clause**

Should individual provisions of these GTC be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts of the contract. In this case, the Parties shall undertake to immediately replace the clause in question by an admissible effective clause which in terms of content comes closest to the original intention, unless this conflicts with consumer protection provisions.

### **18. Assignment of rights**

The assignment of the contract or of rights or obligations pertaining to the contract shall require written consent from both parties. Swiss Post may assign the present contract or rights and obligations arising from it to another company without the Customer's consent, provided Swiss Post controls the company directly or indirectly. Furthermore, Swiss Post is entitled to transfer or assign contracts or claims arising from it to third parties for collection purposes without the Customer's consent.

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

The contract is governed by Swiss law. To the extent permitted by law, the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) is waived, as are the conflict of law provisions of the Federal Act on International Private Law (IPRG, SR 291).

The place of jurisdiction is Bern. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 of the Swiss Civil Procedure Code for consumers). Unless otherwise agreed, Bern shall also be the place of performance and the place of debt collection for Customers who are not resident in Switzerland.

### **20. Legal form of publication**

The legally binding GTC which constitute an integral part of the contract are published electronically and can be viewed at [www.swisspost.ch/gtc](http://www.swisspost.ch/gtc).



In particular cases, Swiss Post can provide Customers with a physical version of the GTC on request. Customers acknowledge that paper versions are only copies of the current, 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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