



## 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. Remuneration

- 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 remuneration shall cover all services required to fulfil the contract properly. 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 shall be stated separately on the invoice and may not be charged retrospectively. The contractually agreed payment conditions and payment deadlines shall apply.
- 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 a contractual penalty unless it proves that it was not at fault. This shall amount to 0.1% per day of delay, but not more than 10% of the total remuneration. The contractual penalty shall still be owed if the services are accepted without reservation. Payment of the contractual penalty does not exempt the supplier from complying with the contractual obligations. It shall be payable in addition to any damages due.

## 9. Warranty

- 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 report deficiencies at any time during the guarantee period. The service provider shall also be required after expiry of the guarantee period to settle any claims arising from the warranty rights below, provided that the deficiencies were reported within the guarantee period.
- 9.2 Where a defect is found, Swiss Post may choose either to deduct the value of the defect from the fee, to demand a repair or fault-free delivery (replacement). Where material defects are found, 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 choosing 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 The parties undertake to treat all facts and information that are neither evident nor publicly accessible as strictly confidential. The duty to maintain confidentiality shall also be adhered to prior to concluding the agreement, and will continue to apply after termination 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 General

Data protection and information security precautions are based on the relevant data protection legislation (specifically, the Swiss Federal Act on Data Protection, the Data Protection Ordinance and, where applicable, the GDPR). The parties undertake to comply with the applicable provisions in each case. Personal data may be processed solely for the purpose of, and to the extent required for, the performance and execution of the contract. Data processing must be proportionate, based on good faith and transparent. The service provider shall inform Swiss Post in advance of any disclosure of data.

In the event of any contradictions, any potential DPA shall take precedence over the GTC and the underlying contract, unless the DPA specifies otherwise.

### 11.2 Technical and organizational measures

Measures must be in place to protect personal data from unauthorized processing, unintentional deletion, loss, destruction, alteration or damage by means of appropriate technical and organizational measures. This includes both technical, i.e. digital, measures, as well as the guarantee that the premises where the data is processed are protected against access by unauthorized parties.



### 11.3 Rights of data subjects

The service provider undertakes to assist Swiss Post on request and as far as feasible with meeting the entitlements of data subjects under data protection law, in particular in cases of entitlements to disclosure, rectification and deletion of data, and to inform Swiss Post if a data subject contacts the service provider directly regarding data held by Swiss Post.

### 11.4 Data protection impact assessment

In cases that present high risk to the rights of the data subject, in particular in cases specified as such under the law, the service provider must carry out a data protection impact assessment and notify Swiss Post of the assessment and its results. The service provider shall assist Swiss Post where necessary and feasible for carrying out the assessment, in drawing up a data protection impact assessment for Swiss Post and in the drafting of other relevant documentation.

### 11.5 Disclosure of data abroad

In the event that data is disclosed in a third country, the service provider must take all necessary measures. In particular, in the case of insecure third countries, the service provider shall conclude all necessary contracts, specifically standard contractual clauses, and present all measures taken on request by Swiss Post.

### 11.6 Postal secrecy

If the supplier gains knowledge of matters concerning Swiss Post and the payment transactions of Swiss Post's customers in the course of performing its contractual obligations, it undertakes to comply with postal secrecy in accordance with article 321<sup>ter</sup> of the Swiss Criminal Code.

### 11.7 Imposition of obligations

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.

## 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 patent rights arising as a result of the manufacture, shall be vested exclusively in Swiss Post.

## 13. Amendments and additions

13.1 Amendments and additions to the contract must be made 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 Should individual provisions of this contract be found by a competent court to be invalid or not legally binding, the validity of the remaining parts of the contract shall remain unaffected. In this event, the parties shall agree to replace the respective provision with an effective provision which comes closest to the intentions of the original clause.

## 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 will apply exclusively. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention) do not apply.

15.2 The place of jurisdiction is Bern.

Swiss Post Ltd, June 2024