
INTERNATIONAL LETTER MAIL

General Terms and Conditions



Valid from 1 April 2020



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- 1 General**
- 1.1 Scope and legal basis**
- 1.1.1 These General Terms and Conditions (hereinafter: GTC) are based on the framework provisions of the Postal Market Act (Postmarktgesetz), as amended, and apply to legal relationships between Österreichische Post AG (hereinafter: Post) and its customers for the dispatch of cross-border letter mail items.
- 1.1.2 The "Index of Products and Prices International Letter Mail" (hereinafter: IPP) in which the scope of services of International Letter Mail is defined in more detail forms an integral part of these GTC. In addition to these GTC, the manual International Letter Mail as well as special service descriptions and conditions of delivery, which the manual and the GTC as amended at the time of conclusion of the contract (section 1.3.1) refer to, apply.
- 1.1.3 Unless the special conditions specified in section 1.1.2 and these GTC provide otherwise, the provisions of the Universal Postal Convention including its regulatory statutes and the related final protocols, in each case as amended, the agreement on the postal payment services including its regulatory statutes and final protocols, in each case as amended, and the agreements entered into with foreign postal operators and other bilateral and multilateral agreements apply in addition.
- 1.1.4 In accordance with the Postal Market Act (PMG) as amended, postal services regarding cross-border mail items having up to 2 kg at the time of handing over to the legally defined access points (see section 2) are part of the universal service. For such postal services, these GTC apply exclusively unless agreed otherwise in specific cases.
- 1.2 Post customer service**
Information and more details are available at the postal customer service at post.at/kundenservice.
- 1.3 Contractual relationship**
- 1.3.1 The contractual relationship between the sender and Post is concluded when the letter mail item comes into the custody of Post (handover or posting) and exclusively with reference to these GTC.
- 1.3.2 If a letter mail item does not comply with the conditions stipulated in section 1.1.2 or the conditions of delivery of these GTC, Post has the right to
- refuse to accept the letter mail item for transport;
 - return to the sender or retain for pickup an item already handed over for posting at any stage of transport;
 - ship the letter mail item without notifying the sender in advance and to charge additional fees equal to the additional expenses incurred.
- 1.4 Items excluded from transport**
- 1.4.1 Items excluded from transport include:
- Letter mail items whose content, external design, transport or storage violates legal provisions;
 - Letter mail items whose content or external design may injure individuals, be harmful to their health or cause material damages;
 - Letter mail items which are unsuitable for the operating system of Post due to their contents or conditions;
 - Addictive drugs, narcotics and psychotropic substances;
 - Items whose import or distribution is prohibited in the country of destination;
 - Transport of hazardous substances. Items that fall within the scope of the Dangerous Goods Transportation Act (Gefahrgutbeförderungsgesetz, GGBG, BGBl I 145/1998) as amended as well as hazardous waste and harmful substances within the meaning of the Waste Management Act (Abfallwirtschaftsgesetz 2002, AWG 2002, BGBl I 102/2002 idgF), are excluded from transportation, unless special provisions in the "General Terms and Conditions for contents permitted for mailing – **hazardous goods**" provide otherwise (e.g. for lithium-ion batteries). Hazardous goods are substances, objects, preparations or waste that have at least one hazardous characteristic as defined in the provisions of the European Agreement on the International Carriage of Dangerous Goods by Road (ADR), e.g. explosive, gaseous, flammable, oxidizing, toxic, infectious, corrosive or radioactive;
 - Living animals except
 - bees,
 - leeches,
 - parasites and killers of harmful insects intended to control the latter and that are exchanged between officially recognized institutions, as well as
 - flies of the genus drosophila that are used for biomedical research and that are exchanged between officially recognized institutions.
 - Animal cadavers;
 - Mortal human remains;
 - Counterfeits and/or illegal copies or pirated products;
 - Fire arms of any kind (such as guns, handguns, hunting weapons, signal guns, toy guns, sporting guns and alarm guns etc.) including parts or imitations thereof;
 - Military equipment or imitations thereof;
 - Valid means of payment, whether domestic or foreign;
 - Items with the following or similar content provided that the conditions of delivery stipulated in section 1.1.2 do not explicitly permit their sending as an insured letter to certain destinations up to a maximum permissible value:



- Securities;
- precious metals (e.g.: gold, silver, platinum);
- jewellery (e.g.: watches) and gemstones (crystals);
- jewels;
- gold nuggets;
- gold and silver coins;
- cheques;
- credit cards, cheque cards and debit cards;
- savings books;
- valid domestic and foreign stamps;
- valid domestic and foreign phone cards;
- **invalid collectors' stamps, coins, bank notes and phone cards;**
- entrance tickets;
- transport tickets and flight tickets;
- vouchers and coupons;
- mobile phones;
- works of art;
- other valuables.

- 1.4.2 If letter mail items excluded from transport pursuant to these GTC are handed over, Post shall not be obliged to ship such letter mail items.
- 1.4.3 Post is not obliged to check whether items are excluded from transport in accordance with section 1.4.1; if a letter mail item is, however, suspected of containing items excluded from transport, Post or a third party authorized by Post has the right to open and check the item.
- 1.4.4 If a letter mail item turns out to contain objects excluded from transport by Post, it is handled in accordance with the legal provisions of the country whose postal operator found the objects in question.
- 1.4.5 Letters that are transported in passenger planes, cargo-only planes and mail-only planes (air mail), will be subject to a security check before being loaded into the plane in accordance with the regulations of "Regulation (EC) no. 300/2008 of the European Parliament and Council dated 11 March 2008 on common rules in the field of civil aviation security and repealing of Regulation (EC) no. 2320/2002" as amended, including regulations amending or supplementing said Regulation.

Unless they have been registered, treated in accordance with the effective legal and administrative provisions and duly subjected to the security measures that are in place, letter mail items containing prohibited items within the meaning of this Regulation will be excluded from further transport by air, and the local security authorities will be notified. Please ask the postal customer service (see section 1.2) for more details.

- 1.5 Posting abroad of letter mail items (remailing)
- 1.5.1 A postal operator shall not be bound to forward or deliver to the addressee letter mail items which senders residing in the territory of its member country post or cause to be posted in a foreign country with the object of profiting by the more favourable rate conditions there.

The same applies to both letter mail items made up in the sender's country of residence and then carried

across the frontier and letter-post items made up in a foreign country.

The postal operator of the country of destination may claim from the postal operator of the country of posting, payment of the internal rates. If the postal operator of the country of posting does not agree to pay these rates within a time limit set by the postal operator of the country of destination, the latter may either return the items to the postal operator of the country of posting and shall be entitled to claim reimbursement of the redirection costs or handle them in accordance with its national legislation.

- 1.5.2 Further no postal operator shall not be bound to forward or deliver to the addressee letter mail items which senders post or cause to be posted in large quantities in a country other than the country where they reside without receiving the corresponding consideration. The postal operator of the country of destination may claim from the postal operator of the country of posting payment commensurate with the costs incurred.

- 1.5.3 In case the Post is charged a subsequent payment by a foreign postal operator, the Post is not obligated to check whether the charge is justified or to carry out such a payment and can refuse to do so. In such a case the foreign postal operator can return letter mail items to the Post or to handle them in accordance with the legal provisions of its country. In case of a return the letter mail items are regarded in any case as unclaimed (see section 3.3).

1.6 Scope of service

- 1.6.1 Post is a forwarder of mass quantities of mail which offers a universal postal service at generally affordable prices and is therefore, in terms of organization, oriented towards processing a large number of letter mail items in a manner which is as simple and standardized as possible. Continuous supervision of an individual letter mail item at individual distribution points is performed by Post within the context of this contractual relationship only insofar as this is attainable by acceptable means.
- 1.6.2 Post passes on letter mail items in accordance with these GTC to foreign postal operators for forwarding and handover to the respective recipient to the extent possible under the respective agreements entered into. Delivery in the country of destination is made in accordance with applicable local provisions. Post may be held liable for acts or omissions of foreign postal operators only in accordance with the rules on liability of the Universal Postal Convention.

In case Post forwards letter mail items for re-forwarding and handover to the respective recipient based on agreements that are not subject to the provisions of the Universal Postal Convention, its regulatory statutes and the related final protocols, in each case as amended, as well as the provisions of the postal payment services agreement including its regulatory statutes and final protocols, in each case as amended, Post ensures that such provisions are fully complied with.

- 1.6.3 Upon request of the sender, Post shall confirm the posting of registered letter mail items.
- 1.6.4 Post forwards letter mail items received from foreign contractual partners to recipients residing in its territory and hands them over to them. The provisions of the General Terms and Conditions Domestic Letter Mail apply to the handover of these letter mail items, unless the present GTC provide for deviating or supplementary regulations.
- 1.6.5 All transport resources of Post (letter mail containers, roll containers, etc.) provided to customer free of charge remain the property of Post; inappropriate use (e.g. en route transporting and/or consigning to third parties, the conducting of in-house transports / use, the storing of materials etc.) are not permitted. Using is undertaken at your own risk. The customer is obliged to inform staff members and third parties, including in particular individuals and legal persons, who use these means of transport about the proper use and the requirement to comply with the regulations in the operating instructions.
- Transport resources stored may not exceed a week's needs.
- In the case of damage or loss, Post shall be entitled to claim damages.
- 1.7 Determination and payment of rates
- 1.7.1 The sender is obliged to pay the relevant rates for any service of Post he has used in accordance with the Index of Products and Prices (IPP) for International Letter Mail as amended at the time of conclusion of the contract (section 1.3.1); in case of International reply mail items, the addressee (being the initiator of the shipment) has to pay all charges. The charges have to be paid in advance and in any event no later than when the letter mail item is posted (prepayment). If the charges are not paid when the letter mail item is posted, the sender shall be liable for the full payment of all charges.
- 1.7.2 Furthermore, the sender shall be obliged to reimburse Post for all costs arising from the forwarding or return of a letter mail item.
- 1.7.3 Post can defer the charges following separate agreement with entrepreneurs within the meaning of the Austrian Companies Act (Unternehmensgesetzbuch - UGB), if it is deemed advisable taking into consideration the amount of the charges to be paid and other circumstances. Such deferral is, however, subject to the authorization of Post to collect the deferred charges from an account at a bank located in the SEPA region.
- Post reserves the right to refrain from entering into a deferral agreement or revoke an agreement entered into in case
- the agreed monthly minimum turnover threshold of EUR 730.-- is not reached; or
 - the bank account does not have sufficient cover; or
- no reasonable security is provided in accordance with the below criteria upon request
- Post reserves the right to request security (e.g. bank guarantee, advance payment)
- in case of default of payment, or
 - in case of a KSV Rating starting from 400, or
 - in case of an application for an out of court settlement, or
 - in case an application for opening of insolvency proceedings is filed, such proceedings are opened, initiation of proceedings is approved or rejected due to lack of sufficient assets, or
 - in case liquidation proceedings have been initiated, or
 - in case it is to be expected that the sender or poster might not or not in a timely manner be able to fulfil his payment obligations taking into consideration their financial constitution, or
 - in case a deterioration of solvency is to be expected due to a significant economic and/or legal change („Change of Control“) of the control at the level of the sender or poster, or
 - in case it is, due to (i) a default of payment and/or debt default of a company directly controlled by the sender or poster or (ii) a company directly controlling the sender or poster, to be expected that the sender or poster might not or not in a timely manner be able to fulfil his payment obligations.
- The security shall be measured on the basis of the average turnover by posting of items within a period of three months of the last four calendar quarters or – in case such data are not available to Post or only data which are not based on continuous postings of items exist – on the expected turnover in comparison to the average turnover by posting of items within a period of three months of the last four calendar quarters generated by comparable senders or posters.
- If the reasons for requesting security no longer apply, the security will be paid back. In case the basis for calculation of the security changes with the effect that a higher security is required, Post will request a higher security according to the circumstances.
- In the event that Post debits the charges under the SEPA direct debit scheme (SEPA CORE) or the SEPA business-to-business direct debit scheme (SEPA B2B) from the account indicated by the customer, Post shall pre-notify the customer no later than one day prior to debiting the account.
- 1.7.4 Reimbursement of letter mail rates
- If the sender believes that he has paid too much, the sender will be reimbursed for the amount paid too much, provided that he asserts the claim (out-of-court) vis-à-vis Post within a period of twelve months; the sender may only demand the difference.

- For letter mail items which have been paid using stamps, reimbursement will be made in the form of stamps.
- 1.7.5 Insufficient prepayment
Letter mail items that are addressed to an address abroad and for which no or insufficient postage has been paid, will be returned to the sender so that postage can be paid. Post is, however, entitled, without prior notification of the sender, to pay the missing charges, forward the letter mail item and collect the charges including collection charges from the sender.
If there is no sender information on non-registered letter mail items on which charges have either not or insufficiently been paid or if the sender refuses to pay the extra charges, Post is not obliged to forward such letter mail items. In such cases the letter mail items will be kept for one month from the day following the day of posting. Once this period has lapsed, the letter mail items are considered undeliverable and non-returnable.
- 1.8 Information about letter mail items
Post provides information on letter mail items to the sender or recipient, if the inquiring party demonstrates his entitlement and provides information on the main characteristics of the letter mail item.
Regarding information on the proper delivery of letter mail items, the provisions on inquiries apply.
- ## 2 Posting
- Letter mail items can be posted
- by dropping them into letterboxes or Post dispatch boxes,
 - at postal service points or
 - at "rural postmen" or the „mobile post offices“, where such service is offered.
- The sender has no right to request adherence of Post to instructions of the sender which are issued after the item has been posted.
- 2.1 Customs regulations and import restrictions
- 2.1.1 The sender is obliged to find out about the export, import and customs regulations that apply in the individual countries.
- 2.1.2 If the sender does not comply with the provisions in section 2.1.3, any disadvantages, costs and risks resulting from the dispatch shall be borne by the sender.
- 2.1.3 The sender is in any event obliged to affix a customs sticker or customs declaration on letter mail items where the content is subject to customs duty.
- ## 3 Additional provisions
- 3.1 Redirection by agreement
- 3.1.1 An Austrian recipient may, by using the form (redirection order) of Post, instruct Post to forward letter mail items or individual mail types addressed to him to an address abroad, provided that the letter mail items comply with the conditions of delivery under section 1.1.2, these GTC and the special redirection order conditions.
- 3.1.2 Items which will not be redirected to an address abroad include inter alia official documents (RSa and RSb letters), reply items, items for which no or insufficient postage has been paid, Info.Mail, Info.Post, daily, weekly and monthly newspapers, sponsoring post, regional media and international insured letter mail items.
- 3.2 Redirection in country of destination
If the address of the recipient in the country of destination changes, letter mail items will be forwarded in accordance with the provisions of the respective country of destination, provided that the sender has not objected to this by affixing a note on the address side of the letter mail item in a language that is known in the country of destination.
- 3.3 Undeliverable letter mail items
- 3.3.1 Letter mail items returned to the area of Post will be handed over to the sender. If such letter mail items were not originally posted at Post, the sender will be charged the domestic charge for this type of letter mail item when the letter mail item is handed over. If the sender refuses to take over the letter mail item or if the sender cannot be determined, the letter mail item shall be deemed undeliverable and unreturnable. Letter mail items that have been found to be undeliverable and unreturnable will be destroyed after six months following determination that they are undeliverable and unreturnable, provided they have no market value. If the letter mail items have a market value, they will be sold.
- 3.3.2 By sending the letter mail item, the sender agrees that unreturnable and undeliverable letter mail items will become the property of Post after a period of six months. Post is entitled to sell the content of the letter mail item, once it has taken possession of it, to cover any expenses.
- 3.3.3 Undeliverable domestic letter mail items will be forwarded by Post to a country abroad for return to the sender only if they meet the requirements of the new delivery.
- 3.4 Inquiry
- 3.4.1 In case of registered letter mail items, the sender may initiate an inquiry within 6 months starting from the day following the posting of the item at any Post branch regarding proper handover, provided that he can prove the posting of the letter mail item. In the case of registered items, the posting confirmation must be provided. If such confirmation cannot be provided, the essential features of the item (such as item number, sender, recipient, date of posting, place of posting, IBAN, BIC etc.) must be provided.

- 3.4.2 Inquiries for which Post and/or the postal operators involved in delivering the letter mail item are not responsible or inquiries following which it is found that the item was duly delivered, will be charged.
- 3.4.3 The sender will be notified in written form of the result of the inquiry.
- ## 4 Liability
- In the case of letter mail correspondence involving another country, Post and the sender shall be liable in accordance with the following provisions:
- 4.1 Customs declaration
Post does not assume liability with respect to the customs declaration. The sender alone shall be liable for the information contained therein.
- 4.2 Liability of Post
4.2.1 Post shall be liable to the sender in accordance with the provisions of the Universal Postal Convention including related regulatory statutes and final protocols for theft, loss and damage of registered letter mail items and letter mail items with declared value.

Post shall further be liable to the sender for returned registered letter mail items and letter mail items with declared value if handing over has not taken place without any reason.

4.2.2 In addition, Post shall be liable to the sender for delays in delivery, provided that the letter mail items specified in section 4.2.1 are transported in its area (until handing over to foreign postal operators).

A delay giving rise to a claim exists if letter mail items remain in Post's custody for a period of more than five working days (excluding Saturday) starting with the day following the day of posting. This period is extended to the double length in case the delay results from a significant increase of postal mail traffic (e.g. before Christmas). The period is interrupted in case of delays for which Post is not responsible.

4.2.3 The maximum compensation amounts to be paid by Post are:
 - the declared value for letter mail items with declared value;
 - EUR 50.- for registered letter mail items without declared value;
Liability is assumed only for the actual damage incurred to the letter mail item or its content. No liability is assumed for loss of profit, interest, consequential or moral damage.

It is the task of the sender to select such form of posting which, taking into consideration the scope of service of Post (see IPP), covers any potential damage resulting from loss or damage.
- 4.2.4 In the case of loss, theft or total damage of the item, Post will reimburse the sender, in addition to the compensation pursuant to section 4.2.3, for all charges paid for this letter mail item; this compensation does not cover the charges for the additional service "insured letter" pursuant to section 10.5 of the IPP.
- 4.2.5 With respect to registered letter mail items and letter mail items with declared value which have without any reason not been handed over and were returned to sender from abroad, Post will only reimburse the charges paid at posting of such items.
- 4.2.6 Liability of Post is excluded in particular if
- the damage result from unsuitable packaging given the natural properties of the transported item, or fault of the sender;
 - the declared value of letter mail items with declared value was lower than the actual value, or in case a letter mail item with a value of more than EUR 50.- was sent without a value declaration, with respect to the amount exceeding EUR 50.- or the declared value;
 - the content of the letter mail item is subject to one of the prohibitions listed under section 1.4.1 or if it has been confiscated or destroyed by a public authority;
 - the sender has allegedly undertaken fraudulent acts with the intention to obtain compensation payments;
 - the sender has not requested an inquiry within six months starting from the day following the day of posting.
- 4.2.7 The sender, in order to avoid forfeiture of his entitlement, must apply for an inquiry to take place within the period specified in section 3.4.1 or alternatively, when damage has been found to have occurred on a returned letter mail item, submit without undue delay a damage report (initial examination) and has to demonstrate that the damage did not occur after the letter mail item was delivered to him. The claimant must prove that a contract with Post has been entered into and the actual value of the letter mail item must be demonstrated.
- ## 4.3 Liability of sender
- 4.3.1 The sender of a letter mail item shall be liable to Post for any damage to persons or objects resulting from delivery of prohibited items or non-observance of the terms of delivery. The fact that Post accepts such letter mail items does not exempt the sender from the liability. The sender shall indemnify and hold harmless Post with regard to third part payment claims in connection with the proper transport of this letter mail item for the sender.
- 4.3.2 The sender shall be liable for a period of three years from the day of the posting of the letter mail item for charges not paid and for charges Post or a foreign postal operator has justifiably covered in connection

with the proper transport of that letter mail item. Post and the foreign postal operators are entitled in order to secure all claims of Post and of foreign postal operators to retain the letter mail item and, following lapse of a six months period, dispose the item, if the sender and the recipient refuse to pay the charges or payments already made in connection with the letter mail item.

4.4 Legal recourse and place of jurisdiction

- 4.4.1 Cases of dispute or complaint with Post that could not have been solved to the satisfaction of the customer may be submitted to the regulation authority. The regulation authority shall endeavor to reach a mutually acceptable solution and present a recommendation to the parties, which is, however, neither binding nor contestable (Sec 53 PMG). Post shall be obliged to cooperate and to provide the necessary information to assess the situation.
- 4.4.2 Except in the case of legal actions against consumers whose place of residence or habitual residence is in Austria or who are employed in Austria, all legal disputes arising out of or in connection with the contractual relationship entered into, the court competent to rule on the subject matter in the capital of the Federal State (in Vienna: 1030 Vienna) in which the letter mail item was taken to be posted is the place of jurisdiction or, in case of reply mail items, the court where the letter mail item was handed over. In the case of legal actions against consumers whose place of residence or habitual residence is in Austria or who are employed in Austria, the competent court is the court at the place of residence, of habitual residence or the place of employment of the consumer.

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Private customers 0800 010 100
post.at/kundenservice

post.at
post.at/business

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