
NEXT DAY FRESH

General Terms and Conditions



Valid from 01.01.2020



GENERAL TERMS AND CONDITIONS NEXT DAY FRESH

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1 Scope of application

These General Terms and Conditions (hereinafter: "GTC") are applicable to the contractual legal relationship with Österreichische Post AG (hereinafter: "Post") for all services in the "Next Day Fresh" area, including to send shipments. A Next Day Fresh shipment can consist of one trading unit / package or several or several trading units / packages – addressed to a recipient in Austria. Shipping is made via the transport system of Post and its cooperation partners. These GTC are applicable regardless whether Post carries out the services itself or has third parties perform them.

2 Contractual relationship

Post enters into a written agreement with the sender / customer on the basis of these GTC. Single provisions deviating from these GTC require the written form to be legally valid; this also applies to the waiving of the formal requirement of written form. The applicability of third-party General Terms and Conditions or contractual terms is explicitly excluded. Should a Next Day Fresh shipment not comply with these GTC, Post has discretion to decline acceptance or, in case a Next Day Fresh shipment is already in its custody, to continue transporting a Next Day Fresh shipment or to return it at the expense of the sender / customer in each case. The sender / customer acknowledges that Post is a mass carrier whose organisational process relies on a simple standardised processing of a large amount of shipments. Next Day Fresh shipments are not continuously monitored. To the extent applicable, the "General Austrian Carrier Conditions" (AÖSp) (under exclusion of section X and XI) as well as the provisions of the CMR (Convention on the Contract for the International Carriage of Goods by Road) as amended shall apply.

3 Next Day Fresh

Foodstuffs and other perishables sent cooled in the intended cold packaging by the sender / customer must be sent with Next Day Fresh. When using isolation / foodstuff boxes provided by Post, the sender / customer must seal such boxes. Next Day Fresh includes the sender's / customer's consent to delivery of the Next Day Fresh shipment by deposition in front of the front door of the recipient. The recipient will be notified of the deposition via email by Post (if the email-address of the recipient was transferred in the aviso data). Any packaging (waste) disposal is not included. An immediate return of the cold packaging is only made if the Next Day Fresh shipment was labelled with the additional service immediate return.

3.1 Labelling

- 3.1.1 The Next Day Fresh shipment must be labelled with the Post sticker "Fresh" or the icon "Fresh" on the address label.
- 3.1.2 When shipping with one-way packaging or packaging provided by sender / customer, a tape with the Fresh icon (or as the case may be, a similar print on the packaging) must be attached to the packaging. This

must be fixed around every package (on all 4 sides), as shown in the following outline:



4 Shipping conditions

Next Day Fresh shipments handed over for shipping must (except for large bulky goods) be compact, rectangular, stackable, and sortable. The actual value of a Next Day Fresh shipment to a recipient cannot exceed a total value (market value) of EUR 25,000.00. The sender / customer undertakes to clearly mark bar codes according to the label and avisodata primer ("Belabelungs- & Avisodatenfibel") and to provide the aviso data. Aviso data must be transmitted electronically before physically transmitting the item to Post.

4.1 Size and weight / Bulky goods

- 4.1.1 A trading unit / package under these GTC is a rectangular packaging item with a max. length of 200 cm and a max. girth (= 1 x length + 2 x height + 2 x width) of 360 cm. A Next Day Fresh shipment can consist of one trading unit / package (max. weight 31.5 kg) or up to 10 trading units / packages (to one recipient). The maximum individual weight per trading unit / package is limited to 31.5 kg.



- 4.1.2 The standard trading unit / package is rectangular up to a size of L 100 cm x W 60 cm x H 60 cm. All trading units / packages larger than this are large bulky goods.
- 4.1.3 The weight of the Next Day Fresh shipment is determined by Post.
- 4.1.4 The minimum size of a trading unit / package is: L 30 cm x W 20 cm x H 10 cm.

4.2 Mode of transport

- 4.2.1 In accordance with the written agreement, Next Day Fresh shipments are picked up by Post from the agreed location or must be delivered by the sender / customer to Post at the agreed postal service point or at the agreed distribution centre within the agreed time.
- 4.2.2 Post may select mode, route and means of transport at its own discretion.
- 4.2.3 Delivery at the agreed postal service point or at the agreed distribution centre must be made on working days from Monday to Thursday. The weekday following to this delivery may not be a holiday. Next Day Fresh shipments are delivered to the recipient on the next



working day.

4.2.4 The agreed / published shipping / delivery times are standard times and no guaranteed delivery dates.

4.3 Payment

4.3.1 The sender / customer undertakes to pay the agreed fee for every service used and to conclude a corresponding deferral agreement. The invoicing procedure is based on the first physical scan of the Next Day Fresh shipment in one of Post's distribution centres or made by a cooperation partner.

4.3.2 All fees are quoted net excluding all legally owed taxes and duties, in particular the value-added tax

4.3.3 In the event that the fees are debited from the bank account specified by the customer under the SEPA direct debit scheme (SEPA CORE) or the SEPA business direct debit scheme (SEPA B2B) by Post, a pre-notification is sent by Post one day before the account is debited.

4.4 Items excluded from transport

4.4.1 The following items cannot be sent without a special arrangement:

- Items with insufficient packaging or labelling;
- goods of a particular value, such as precious metals, jewellery, money, coins, art objects, furs, official documents (e.g. passport, driver's licence), and public papers of all kinds, deeds and documents of a financial value of all kinds (e.g. securities, bills of exchange, passbooks, vouchers, entrance tickets);
- tobacco products;
- dry ice;
- living animals or carcasses;
- plants as well as quickly perishable (rotting) goods of all kinds (unless they are sent with the additional service Fresh);
- human remains, organs or body parts;
- Next Day Fresh shipments whose content, exterior design or transport violate legal provisions;
- Next Day Fresh shipments whose content or external condition can injure or infect people or cause material damage;
- dangerous goods, problem substances according to the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) as well as waste and problem substances according to the Waste Management Act (AWG) and
- Next Day Fresh shipments that were not released for free circulation in the EU at the time of posting.

4.4.2 Post is not obligated to verify exclusions from transport. However, Post is entitled – unless otherwise required by law – to open Next Day Fresh shipments when there are reasonable grounds for suspecting that the Next Day Fresh shipment contains items that are excluded from

transport. Post assumes no liability for the content of Next Day Fresh shipments.

4.4.3 Acceptance of excluded items does not constitute a waiver of transport exclusion. Before handing over the package, the sender / customer undertakes to check and notify Post of any excluded goods.

4.5 Packaging and sealing

4.5.1 The sender / customer undertakes to ensure appropriate transport packaging (= outer and inner packaging) as well as secure sealing. The packaging and the sealing must efficiently protect the content against loss and damage as well as against strains that the goods are subject to during transport and mechanical handling – pressure, impacts and falls in particular – during the entire course of transport. The packaging may not allow to draw conclusions on the type and value of the content and must prevent access to the content without leaving visible traces of an interference.

4.5.2 The content of a Next Day Fresh shipment must be packaged in appropriate cold packaging which ensures adequate cooling. A seal is required when using Post's insulation / foodstuff boxes. The sender must ensure that the contents are chilled in such a way that they do not spoil within 48 hours of delivery to Post.

4.5.3 Post assumes no liability for any accompanying documents and their content. The sender / customer is fully liable. Post is not obligated to check the condition and completeness of Next Day Fresh shipments.

4.6 Affixing the address and other information

4.6.1 The sender / customer shall label every Next Day Fresh shipment in Latin letters and Arabic numerals with an indication of the recipient's name, recipient's address (street, house number, staircase and door number if required as well as postal code and city) along with any other labels agreed or required. Errors are at the expense of the sender / customer. Should the recipient or their address be incorrect or incomplete, the transport service cannot be provided. Next Day Fresh shipments cannot be addressed to poste restante or a PO box.

4.6.2 Instructions of the sender / customer on how to proceed with the Next Day Fresh shipment are only binding if they are made in the form determined in these GTC or of an individual agreement and the appropriate fee has been paid.

5 Range of services and additional services

Depending on the written agreement with the sender / customer in each case the service covers the collection or the acceptance, transshipment, distribution and transport of Next Day Fresh shipments until delivery to the intended recipient (including one delivery attempt). Further additional services must be charged separately and agreed upon in writing.

The sender / customer is aware that Next Day Fresh shipments are transported as part of consolidated shipments and are sorted and transported in automatic distribution installations in the warehouses,



distribution centres and transshipment points. Since due to this form of mass transportation Post cannot apply or ensure a level of duty of care comparable to the one as applied to a single shipment, the sender / customer accepts, as a proper organisational process, that interface checks are carried out by Post exclusively as follows:

Post (or its cooperation partners) scan every Next Day Fresh shipment on the entire transport route (upon acceptance, in its distribution centres, in the destination warehouse and upon delivery). Date and time will also be recorded.

5.1 Transport resources

All of Post's transport resources (or that of its cooperation partners) that are made available free of charge / for a fee shall remain property of Post (or its cooperation partners). Inappropriate use (e.g. intermediate transport to third parties and / or transmission, in-house transports / use, material storage, etc.) is not allowed. They shall be used at the user's own risk and – if applicable – against payment of the fee.

Post's transport resources (or that of its cooperation partners) may not be stored ahead for longer than a week. Post is entitled to claim damages in case of damage or loss.

5.2 Acceptance in distribution centres / Collection

Acceptance at the Postal service point or the distribution centre and collection of a Next Day Fresh shipment, respectively, will be confirmed by Post in terms of quantity. If for purposes of acceptance / collection of Next Day Fresh shipments specific forms are required, such forms must be drawn up by the sender / customer. Order documents drawn up by the sender / customer shall not be considered a confirmation of the acceptance of a Next Day Fresh shipment, even if signed; only the initial scan of a Next Day Fresh shipment in the distribution centre shall be deemed to be such confirmation. Post collects the shipments as part of a standard collection agreed separately.

5.3 Delivery / Delivery confirmation

- 5.3.1 Next Day Fresh shipments are not opened. The unopened Next Day Fresh shipment shall be handed over / delivered to the recipient named in the address, a person authorised to receive Next Day Fresh shipments, or a person present on the premises of the recipient, provided there is no justified doubt as to the right of such persons to receive the Next Day Fresh shipment, and delivery must be confirmed by signature. Should no person authorised to receive Next Day Fresh shipments be present at the delivery point, Next Day Fresh shipments can be delivered to a Preferred Neighbour, in which case the recipient shall receive a notification.
- 5.3.2 Next Day Fresh shipments with (reusable) cold packaging(s) with the additional service Immediate Return are opened by the deliverer at the delivery point

and the content(s) of the Next Day Fresh shipment(s) are handed over / delivered to the recipient named in the address, a person authorised to receive Next Day Fresh shipments or a person present on the premises of the recipient, provided there is no justified doubt as to the right of such persons to receive the Next Day Fresh shipment, and delivery must be confirmed by signature. Should no person authorised to receive Next Day Fresh shipments be present at the delivery point, the contents of the Next Day Fresh shipment may be delivered to a Preferred Neighbour, in which case the recipient shall receive a notification thereof. Post is not required to check the contents. Any deviations from the order of the recipient must be directly resolved by the recipient with the sender, but not with Post. The return label enclosed to the Next Day Fresh shipment will be affixed on the empty cold packaging(s) and returned to the sender / customer by Post in accordance with the return agreement.

- 5.3.3 If no person authorised to receive Next Day Fresh shipments and no Preferred Neighbour are present at the delivery point, Next Day Fresh shipments or Next Day Fresh shipments plus the additional service Immediate Return may be left unopened in front of the front door of the recipient (but not of any neighbour or Preferred Neighbour). In this case the additional service Immediate Return cannot be fulfilled.
- 5.3.4 Next Day Fresh shipments with or without the additional service Immediate Return can be immediately returned to the sender / customer if
- the Next Day Fresh shipment cannot be delivered or deposited;
 - the cold packaging's closure or seal is damaged or missing or
 - the cold packaging is damaged.
- 5.3.5 Post uses electronic devices as proof of proper delivery. The recipient shall confirm acceptance of a Next Day Fresh shipment with its signature (on paper or in the signature field of a mobile data capture device / handheld computer). The delivery of the Next Day Fresh shipment is documented electronically. It is possible to track the Next Day Fresh shipment online at post.at/tracking or post.at/sendungsverfolgung using the tracking number. The recipient can conclude a special agreement on the delivery of shipments addressed to them.

5.4 Acceptance refusal / Undeliverable shipments

- 5.4.1 The recipient can refuse to accept Next Day Fresh shipments. Partial refusal is excluded.
- 5.4.2 Next Day Fresh shipments are undeliverable if delivery is not possible or if items held ready are not picked up.
- 5.4.3 Undeliverable Next Day Fresh shipments are returned to the sender / customer at the sender's / customer's expense. If this is not possible, the sender / customer will be informed about the undeliverable shipment and the location where it can pick up the shipment within a period of one month. After this time has elapsed, items



that have not been picked up shall become the property of Post. The sender / customer shall be charged any storage costs.

- 5.4.4 If delivery is not possible due to an error in the recipient's information or the return is not possible because of missing sender information (or any other reason), Post may open the Next Day Fresh shipment in order to determine the identity of the sender / customer or the recipient. If this check is unsuccessful, the content can be auctioned or, if necessary, destroyed after a reasonable amount of time.

5.5 Redirection / Interaction

Next Day Fresh shipments cannot be redirected in spite of the recipient's valid redirection agreement with Post and interacting with Post App is not possible either.

5.6 Immediate return ("Sofortretoure")

An immediately return of (reusable) cold packaging for Next Day Fresh by the deliverer after delivery will only be made if the return identification code was already submitted with the aviso data upon shipping, if a return sticker was enclosed to the Next Day Fresh shipment and if the content of the Next Day Fresh shipment can be handed over / delivered to a person at the delivery point or to a Preferred Neighbour (further, for utilization of this additional service a return agreement must be concluded). The recipient of the shipment designated in the aviso data will receive a confirmation of receipt for the return of the cold / reusable packaging by email (provided the email address has been transferred in the aviso data).

The sender / customer notes that this additional service cannot be fulfilled if the delivery is left in front of the front door and shall not be provided by Post.

5.7 Preferred neighbour ("Wunsch-Nachbar")

The recipient has the option to inform the sender / customer of a preferred neighbour prior to the shipping and delivery, to whom the Next Day Fresh shipment shall be delivered if no person authorized to receive Next Day Fresh shipments is present at the delivery point (if combined with the additional service immediate return, only the contents of the Next Day Fresh shipment are handed over). The designation of a preferred neighbour is made on the shipping label in accordance with Post's label and aviso data primer ("Belabelungs- & Avisodatenfibel").

5.8 Fragile ("Zerbrechlich")

Adequately packaged Next Day Fresh shipments with a content that is fragile or sensible to vibrations must be labelled as "fragile" in addition to their appropriate packaging, in absence of which the liability of Post for breakage or damage due to vibrations is excluded. Post handles such Next Day Fresh shipments with special care. This additional service is subject to a fee.



5.9 Additional Insurance ("Höherversicherung")

Next Day Fresh shipments with a value higher than EUR 510.00 will only be sent with additional insurance, in absence of which liability of Post is limited to this amount. The sender / customer must provide the shipment number with the actual value (market value) of the shipment in the aviso data before shipping. (The additional insurance may not exceed the maximum authorised total value according to point 4.) This additional service is subject to a fee.

6 Inquiry

The sender / customer may initiate an inquiry about the correct delivery of the Next Day Fresh shipment within three months from the day following the posting of the shipment on presentation of the proof of posting or notification of the tracking number and must fill out completely the respective form for this purpose.

If the inquiry results in the conclusion that the service was duly performed by Post, the sender / customer has to pay an inquiry fee in line with the GTC Index of Products and Services - Domestic Parcels as amended when being informed about the inquiry result.

(The sender / customer can track the Next Day Fresh shipment on the webpage post.at/sendungsverfolgung for free by entering the tracking number.)

7 Liability

7.1 Liability of Post

- 7.1.1 Post is liable according to the provisions of CMR as well as – in Austrian domestic transport – in addition to the provisions of AÖSp (General Austrian Forwarders' Terms and Conditions) for shipment loss and damage during the period of custody over the Next Day Fresh shipment. There shall be no liability for Next Day Fresh shipments whose contents fall under the exclusions listed under point 3.4 or that were seized or destroyed by the authorities.
- 7.1.2 A heavy damage is deemed to have occurred if the Next Day Fresh shipment becomes unusable, etc., due to said damage. Damages caused by proper and usual transport, proper and usual processing or loading, or of the transport / cold packaging shall not give cause to any claims.
- 7.1.3 Liability shall only be assumed for actual direct damage to the content of the Next Day Fresh shipment. Any further liability of Post, in particular for loss of profit, default damages, financial losses, consequential damages, indirect damages, unrealised savings, interest losses as well as damages resulting from third party



claims against the sender / customer, etc., is excluded unless mandatory legal provisions should provide otherwise.

7.1.4 Additional liability provisions for Next Day Fresh shipments without additional insurance:

In case of intent and gross negligence, Post shall be liable for damages caused by Post or a legally related person to Next Day Fresh shipments without additional insurance – in particular due to demonstrable loss or damage – up to a maximum amount of EUR 510.00 – this in light of the fact that Next Day Fresh shipments with a higher value are only accepted by Post if the sender / customer has concluded a corresponding additional insurance. The sender / customer must prove the intent or gross negligence.

7.1.5 Additional liability provisions for Next Day Fresh shipments with additional insurance:

The liability of Post for Next Day Fresh shipments with additional insurance is limited to

- the indicated actual value (market value),
- the indicated value if a value lower than the actual value was indicated,
- the actual value (market value) if a higher value was indicated.

7.1.6 Other damages

The liability of Post for slight negligence is excluded for cases of damages not regulated by CMR or AÖSp. Post is only liable for direct damages up to EUR 510.00; any further liability of Post, in particular for loss of profit, financial losses, consequential damages, as well as damages resulting from third party claims against the sender / customer, etc., is excluded unless mandatory legal provisions should provide otherwise. The sender / customer must prove the intent or gross negligence.

7.2 Exclusion of liability

Liability of Post is especially excluded if

- the damage is due to a lack of or insufficient packaging, the natural character of the transported item, insufficient or inaccessible marking / labelling of the mailed Next Day Fresh shipment, a fault of the sender / customer or circumstances which could not be avoided by Post and the consequences of which it was unable to prevent;
- the content of a Next Day Fresh shipment is broken or damaged by vibrations and a Next Day Fresh shipment that is fragile or sensible to vibrations was not marked with the appropriate sticker;
- the content of a Next Day Fresh shipment is perished or the Next Day Fresh shipment was not marked with the appropriate sticker;
- there is a damage to the cold / transport packaging (e.g. cold box, bag, pack);
- the content of the Next Day Fresh shipment falls under the exclusions listed under point 3.4 or the Next Day

Fresh shipment was seized or destroyed by the authorities.

7.3 Liability of the sender

7.3.1 The sender / customer of a Next Day Fresh shipment is liable for all damages, costs and expenses that occurred as a result of the shipment of items excluded from transport (see point 4.4) or as a result of the non-observance of the conditions of transport, and must pay Post at least one third of the agreed transport fee as a compensation. Post reserves the right to claim further damages, costs (in particular transport costs) and compensations. The sender / customer shall hold Post harmless from any third-party claims. Post's acceptance of such a Next Day Fresh shipment does not release the sender / customer from their liability.

7.3.2 The sender / customer shall be liable for three years from the days of posting the Next Day Fresh shipment for any fees not paid as well as for amounts charged by Post to the sender / customer in relation with proper transport. Post has the right to retain the Next Day Fresh shipment as a security for its claims and to realise the security by sale of the item if the sender or the recipient refuses to pay the fees or expenses for the Next Day Fresh shipment.

7.4 Offsetting or retaining payment

Post's claims may only be offset or retained with the sender / customer's due and undisputed counterclaims.

8 Data protection

Post is compliant with data protection provisions set out in the Austrian Data Protection Act (Federal Act on the Protection of Natural Persons with regard to the Processing of Personal Data, BGBl I 120/2017, Datenschutzgesetz hereafter "DSG"), the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, hereafter "GDPR") as well as the Austrian Telecommunications Act (BGBl I 70/2003, hereafter "TKG") or any subsequently applicable statutory provisions. Any data customers share with Post may be used for business processing purposes.

The sender / mail order company hereby confirms that he / she is authorized to transmit recipient information (in particular email address and telephone number) for the purpose of providing postal services. The sender agrees to refrain from holding Post to account for legal claims and damages in this matter.

9 Miscellaneous

All disputes arising from or in connection with this agreement shall be governed by Austrian law, with the exclusion of CISG and conflict of law provisions.

The exclusive place of jurisdiction shall be the court legally competent for 1030 Vienna.

Should a term of these GTC be invalid, this shall not affect the validity of the remaining terms. An invalid



term shall be replaced by one which closest reflect its economic purpose.

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Information about our data protection is provided under: post.at/datenschutz.

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