



PARCEL SERVICE MAIL ORDER BUSINESS

General Terms and Conditions

As of 15 May 2019



GENERAL TERMS AND CONDITIONS PARCEL SERVICE MAIL-ORDER BUSINESS AUSTRIA

As of 15 May 2019

(Issue no. 1/2019)

This English translation is provided for your convenience only. In the event of discrepancies, the German original text shall prevail over the English translation.

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1 Scope

These General Terms govern the contractual relationships between Österreichische Post Aktiengesellschaft (herein "Post") and its customers in the service area of mail-order business within Austria (herein "Parcel Service Mail-Order Business Austria").

2 Contractual relationship

Post provides its services in the area of Parcel Service Mail-Order Austria in accordance with these General Terms as amended.

Post enters into a written contractual agreement with the sender on the basis of these General Terms. The applicability of any General Terms and Conditions other than those of Post is expressly excluded.

Should a parcel not comply with the provisions of these General Terms, Post reserves the right to refuse, hold or return it and may do so at its sole discretion and at the expense of the sender.

The sender acknowledges that Post is a mass carrier who aims to convey goods in bulk while following the simplest possible standardised handling procedures, and that Post may carry out its services through third parties. Individual parcels are not continuously monitored throughout the process.

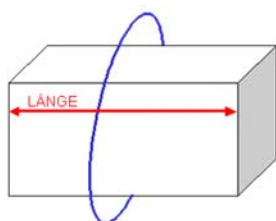
2.1 Prerequisites for carriage

The items handed over for carriage must be compact, stackable and machine-sortable. The unique identification through a bar-code and pre-advised data are transmitted by the sender in accordance with the Labelling and Pre-Advised Data Handbook of Post.

Pre-advised data is mandatory in the area of "Parcel Service Mail-Order Austria". Pre-advised data must be transmitted electronically to Post before items are handed over physically.

2.2 Dimensions and weight / bulky goods

2.2.1 A parcel within the meaning of these General Terms is a package with a maximum weight of 31.5kg, a maximum length of 200cm and a maximum girth (= length and circumference) ($\text{Circumference} = 2 \times \text{width} + 2 \times \text{height}$) of 360cm.



2.2.2 The standard package is a cuboid with the following maximum dimensions: L 100 cm x W 60 cm x H 60 cm. All parcels that exceed these dimensions or are not cuboids are deemed bulky goods.

2.2.3 Small bulky goods are not cuboids and smaller than L 100 cm x W 60 cm x H 60 cm.



2.2.4 Large bulky goods are larger than L 100 cm x W 60 cm x H 60 cm up to the maximum dimensions and have all kinds of shapes.



2.2.5 The Parcel Premium Light / Small Parcel requires a written agreement between Post and the sender / mail-order company, which includes maximum dimensions and maximum weight. Parcel Premium Light / Small Parcel is a partially monitored shipment that can be placed in the recipient's mailbox – depending on the conditions of the parcels, by folding it. There are no additional services available. Parcel Premium Light / Small Parcels must be labelled "Premium Light – Kleinpaket" by the sender. The packaging of a Parcel Premium Light / Small Parcel must be suitable for automatic processing by Post.

2.2.6 Minimum dimensions: width 9 cm and length 14 cm.



2.2.7 The weight is ascertained by Post.

2.3 Means of carriage

Post may, at its sole discretion, choose the type, route and means of carriage. The contractually agreed times of transport are standard times, not guaranteed delivery times.

2.4 Calculation and payment of fees

2.4.1 The sender is obliged to pay the fees, which are agreed by means of individual contracts for each service used, by way of deferred payment, wherefor an appropriate deferral agreement must be made. The first scan of the package in one of the distribution centres of Post is the basis for calculation of the fee.

2.4.2 In the event that fees are debited by Post directly to the account named by the customer, by SEPA direct debit (SEPA CORE) or SEPA business to business direct debit (SEPA B2B), Post shall send a pre-notification no later than one day before the day of the direct debit.

2.5 Goods excluded from carriage

2.5.1 The following goods are excluded from carriage, unless a separate agreement has been made:

- Parcels of which the contents, packaging or carriage do not comply with the legal provisions;
- parcels that are not suitable for carriage by Post because of their contents, packaging or otherwise;
- parcels of which the contents or exterior quality may harm persons, damage their health or cause damage;
- live animals as well as perishable (decaying) goods of all kinds;
- parcels that are improperly packaged or labelled;
- regular parcels without declaration of value containing the following goods: valid domestic or foreign currency; securities; precious metals (e.g. gold, silver, platinum); jewellery (except costume jewellery) and precious stones (crystals); jewels; gold nuggets; gold and silver coins; cheques; credit, cheque and cash cards; domestic or foreign savings books; valid domestic or foreign stamps; valid domestic or foreign prepaid calling cards; entrance tickets; tickets for public transportation and flight tickets; vouchers and coupons; paintings and antiques;
- hazardous goods and substances as defined in the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) as well as waste and hazardous substances as defined in the [Austrian] Waste Management Act (Abfallwirtschaftsgesetz – AWG) and parcels that are not yet released for free circulation within the EU.

2.5.2 Post is not obliged to verify whether the contents are excluded from carriage. However, Post is entitled – unless the law provides otherwise – to open parcels, if there are sufficient grounds for suspicion that parcels contain goods that are excluded from carriage.

2.6 Packaging and sealing

The sender is obliged to ensure that the parcel is properly packaged (= both inside and out) and sealed securely. The packaging and sealing must protect the contents of the package during the entire carriage process from loss and damage and must be able to withstand the stress that the goods are typically exposed to during carriage, such as pressure, impact and falling. Furthermore, the packaging must not allow inference about the nature or value of the contents and must ensure that the contents may not be accessed without leaving visible traces of an interference. Post is not obliged to check the packaging.

2.7 Application of the address and other information

2.7.1 The sender shall provide the recipient's name, address (street, number [no PO box] if applicable, entrance and door number as well as post code and town) and any other agreed or required markings in Roman type and Arabic numerals. Any errors are the liability of the sender. Should the recipient's name or address be incorrect or incomplete, delivery cannot be effected.

2.7.2 Any instructions of the sender to handle the consignment in a particular manner are only binding if they are laid down in these General Terms or in individual agreements, and if the appropriate fee therefor has been paid.

3 Services and additional services

The services of Parcel Service Mail-Order Business Austria comprise the acceptance of the consignments at an acceptance point of Post (e.g. a sorting centre), the carriage and trans-shipment, the delivery and, if applicable, the storage or holding, and, if necessary, the return of parcels.

3.1 Carriage supplies

All carriage supplies of Post (or its cooperation partners) that are made available for free or against payment remain the property of Post or its cooperation partners. Any improper usage (e.g. intermediate carriage and / or transfer to third parties, internal transport / use, storage of material, etc.) is not permitted. Usage is at your own risk and – if chargeable – against the



fee specified. The volume of carriage supplies of Post (or its cooperation partners) stocked up must not exceed the volume required for a week. In the case of damage or loss, Post is entitled to claim damages.

3.2 Posting / collection

The sender brings the parcels to one of Post's points of acceptance as agreed by contract during the agreed hours of acceptance. The quantities accepted will be confirmed. If special forms for posting parcels through Post are required, the sender shall complete them.

3.3 Delivery

- 3.3.1 The parcels will be delivered to the recipient specified in the address, to a person authorised to receive the parcel or to a person present at the address of the recipient, unless there is reason to doubt the person's authority to receive the parcel. (Post and the recipient may enter into a special agreement on the delivery of parcels addressed to him / her.) If no authorised person is present at the delivery address, parcels for which no value has been declared, for which there is no cash on delivery order and that are addressed to a natural person may also be left with a neighbour. If a parcel cannot be delivered, the recipient is advised thereof by notification. The parcel is held available for personal collection at Post or another collection facility as provided on the notification for 5 business days (Saturdays excluded). The sender will mark the package "shorter storage period 5 days".
- 3.3.2 The parcel will be handed over – after identity verification – only to the natural person provided in the address, if the note "personal" is affixed to the address surface of the parcel.
- 3.3.3 Packages that may not be carried by the delivery person – due to their dimensions, or nature, or the value indicated on them, and / or if they were sent cash on delivery and their value exceeds EUR 3,000 – are excluded from delivery. These parcels must be collected at Post by the recipient.
- 3.3.4 Parcels that are sent to a specifically requested collection point or a specifically requested post office are held available for collection for no less than 5 business days (Saturdays excluded). Parcels that cannot be placed at a specifically requested collection point are held available for collection at a post office for no less than 5 business days (Saturdays excluded). The recipient will be electronically notified (email or text message) of the arrival of the parcel and may collect the parcel immediately thereafter. A parcel that is not collected is returned to the sender.
- 3.3.5 Parcel Premium Light / Small Parcels are delivered directly to the recipient's mailbox. In case of circumstances preventing delivery (e.g. full mailbox), the recipient will receive written notification that the parcel is ready for collection at the collection point specified for 5 business days (Saturdays excluded).

3.4 Confirmation of receipt

The person receiving the parcel confirms receipt by giving his / her signature (on paper or on the signature field of a mobile data recording device / handheld computer). If the parcel is collected from an alternative collection facility for self-collection, the collection code provided on the notification represents the proof of authorisation to collect the parcel. Delivery of the parcel is documented electronically. Confirmation of receipt is not required for Parcels Premium Light / Small Parcels.

3.5 Refusal of acceptance / undeliverable parcels

- 3.5.1 A parcel is deemed refused if, for example, the recipient refuses to confirm receipt of the parcel. On request, the recipient is informed of significant characteristics of the parcel.
- 3.5.2 Parcels are undeliverable if delivery is not possible, if parcels that are held available for collection are not collected, and they are also not redirected (in compliance with a valid redirection agreement between the recipient and Post) to another address.
- 3.5.3 Undeliverable parcels are returned to the sender at its expense. If this is not possible, the sender is advised of the undeliverability and of the place at which it may collect the parcel within one month. Upon expiry of this period, uncollected parcels become the property of Post. The sender shall bear the cost of storage.
- 3.5.4 If parcels cannot be delivered or returned due to a lack of sufficient information on the sender (or for other reasons), Post may open the parcel in order to ascertain the identity of the sender / principal or recipient. If this proves unsuccessful, the contents may be realised upon expiry of an appropriate term, or, if necessary, destroyed prior thereto.

3.6 Redirection

- 3.6.1 Parcels are redirected if a valid redirection agreement has been made between the recipient and Post.
- 3.6.2 The sender is entitled to exclude redirection by applying a note stating "do not redirect", which is free of charge. This request of the sender is binding on Post and supersedes a redirection order. Post will not divulge the recipient's new address to the sender.

3.7 Specifically requested collection point / post office

- 3.7.1 The mail-order company may request carriage to a specific collection point or post office (previously Pickup Parcel Post Office). The mobile telephone number (or email address) and the name of the recipient are communicated to Post. After arrival of the



parcel at the specifically requested collection point / post office, the recipient will be advised thereof electronically (by email / text message) (correctness and technical functionality of the contact details provided must be verified by the sender and the recipient – otherwise Post does not assume liability). The recipient may collect the parcel immediately thereafter. If the parcel is not collected within 3 days, a reminder is sent electronically to the recipient.

Sample address:

Wunsch-Postfiliale 1235
Attn. Jane Doe
Liesinger Platz 2
1230 Vienna

Wunsch-Abholstation
Attn. John Doe
Dresdner Straße 116-118
1200 Vienna

3.7.2 No additional fees (in addition to the carriage fee) are charged for the services of the specifically requested collection point / post office.

3.8 Cash on delivery

3.8.1 The sender may, against a fee, commission Post to hand over a parcel only against collection of a certain amount of money. The amount to be collected may not exceed EUR 25,000.00 per order.

3.8.2 Cash on delivery parcels are only accepted electronically with pre-advised data. Only one parcel can be accepted per cash on delivery order. Cash on delivery consignments must be clearly marked with a "cash on delivery" label:



3.8.3 A cash on delivery parcel will only be handed over against immediate payment of the cash on delivery amount and against provision of the data of the payer. The amount collected will be remitted to the bank account at a credit institution domiciled in the SEPA area named by the customer who made the cash on delivery order.

3.8.4 All data provided by the sender are used by Post for the purpose of handling the cash on delivery order and will be held strictly confidential. Upon placing the cash on delivery parcel in the custody of Post (posting the parcel), the sender expressly agrees that Post may use these data for handling the transaction; apart from this, data will not be transferred to third parties.

3.9 Fragile

3.9.1 Adequately packed parcels containing fragile goods or goods that are sensitive to shaking / sensitive must be marked "fragile" – otherwise Post does not assume liability for breakage or damage as an effect of concussion and knocks. Post handles such consignments with special care. (Fragile goods include CD/DVD players; electronic goods; notebooks; computers and accessory equipment; coffee machines, etc.). This additional service is chargeable.



3.10 Declaration of value

3.10.1 The valuable goods listed in point 2.5.1 (subpoint "regular parcels without declaration of value") as well as goods with a value exceeding EUR 510.00 are only admissible in parcels with a declaration of value and with the following sticker – otherwise liability of Post is limited:



3.10.2 The sender shall declare the actual value (market value). The declared value may not exceed EUR 25,000.00. The parcel must be affixed with a seal in accordance with the value declared. Only parcels with declared value will be monitored continuously by Post from the time they are posted until delivery. The value declared for a parcel must not exceed the actual value. This additional service is chargeable.

3.11 Return parcels

Post will also carry parcels that are returned to the sender either by the recipient or due to undeliverability, even if the fee therefor will not be paid before they are handed over to the mail-order company. Return parcels require a written agreement between Post and the mail-order company and a return label as defined by Post.

3.12 24-hour service

Parcels that bear a chargeable "24h" label are delivered to the recipient on the business day (Monday to Friday within Austria) following the day the parcel was delivered to the distribution centre. A written agreement – with regard to availability of the service – must be made between Post and the mail-order company.



4 Inquiry

The sender can initiate an inquiry for a parcel within three months starting from the day after postage of the parcel – against presentation of confirmation of postage or provision of the parcel number – to verify the due delivery (or, in the case of a cash on delivery order, the due collection and remittance of the amount). To use the inquiry service, the sender must fully complete the appropriate form for this purpose.

5 Business Cockpit

The sender obtains access to the password-protected website [BusinessCockpit.at](https://www.post.at/businesscockpit). This free service enables the sender to track the parcel. Many other data retrieval and evaluation tools as well as reports are available on this site.

6 Liability

6.1 Liability of Post

- 6.1.1 Post is liable under the provisions of the CMR Convention for loss of and damage to parcels during the time these are in its custody. Post has no liability for parcels containing goods that are excluded from carriage as defined in point 2.5.1 herein or that have been seized or destroyed by an authority.
- 6.1.2 Damage to a parcel is deemed severe if its contents become unfit for use etc. as a result thereof. Damage to the parcel that is caused through proper and customary carriage or through proper and customary handling or loading does not give rise to any claims.
- 6.1.3 Post is only liable for actual damage to the consignment or its contents. Any liability in excess thereof, including liability for lost income, financial loss, consequential damage, loss of anticipated savings, loss of interest, and third-party claims for damages against the sender, etc. is excluded, unless mandatory provisions of the law provide otherwise.
- 6.1.4 The contractually agreed times of transport are standard times and no guaranteed delivery times.

6.2 Additional liability regulations for parcels without value declaration:

In case of intent and gross negligence, in particular provable loss or damage caused by Post or by persons attributed to it by law, Post is liable up to an amount of EUR 510.00 for damage to parcels without value declaration - this is with regard to the fact that parcels containing goods of a higher value are only carried by Post on the condition that the value is declared – and up to an amount of EUR 50,00 for damage to Parcel Premium Light / Small Parcels. The sender shall have to prove intent or gross negligence.



6.3 Additional liability regulations for parcels with declared value:

For parcels with declared value, the liability of Post is limited to

- the declared actual value (market value),
- the declared value, if such value is lower than the actual value,
- the actual value (market value), if a higher value was declared.

6.4 Additional liability regulations for cash on delivery parcels:

If Post fails to remit the cash on delivery amount collected to the recipient who was specified by the sender, or if Post fails to collect the amount upon delivery, the sender may request Post to pay the amount collected or the amount that was to be collected as per the cash on delivery order.

6.5 Other damage

Liability for slight negligence is excluded in cases of damage for which the CMR Convention provides no regulation. Furthermore, Post is only liable for direct damage up to an amount of EUR 510,00; Any liability in excess thereof, including liability for lost income, financial loss, consequential damage, loss of anticipated savings, loss of interest, and third-party claims for damages against the sender, etc., is excluded, unless mandatory provisions of the law provide otherwise. The sender shall have to prove intent or gross negligence.

6.6 Non-liability

Post is not liable, in particular, if

- the damage can be attributed to lacking or inadequate packaging, the natural quality of the carried goods, inadequate labelling of the parcel posted, the sender's fault or circumstances beyond the control of Post and the consequences of which Post was not able to avert;
- breakage or damage due to concussion or knocks are a result of the fact that breakable or fragile goods were not labelled appropriately;
- a small package was lost;
- the goods contained in the parcel are excluded from carriage as defined in point 2.5.1 herein or have been seized or destroyed by an authority.

6.7 Liability of the sender

6.7.1 The sender of the parcel is liable for all damage, costs and expenditure caused by posting goods that are excluded from carriage or by disregarding the terms of carriage and shall compensate Post for expenses related thereto of no less than one-third of the carriage fee agreed. It is at the discretion of Post to claim damages, costs (in particular transportation cost) and expenditure in excess thereof. The sender shall indemnify and hold harmless Post with regard to claims by third parties. The acceptance of a parcel does not release the sender from its liability.

6.7.2 The sender is liable for a period of three years from the date of posting the parcel for unpaid fees as well as for expenditure that Post justifiably made on behalf of the sender in connection with the proper carriage. Post has the right to retain the shipment as a security for its claims and to realise the security by sale of the item if the sender and/or the recipient refuse to pay the fees or expenses for the shipment.

6.8 Set-off and retention

The sender may only set off claims against Post or retain goods if the claim is due and unobjected.

6.9 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. When the shipment is handed over to Post, Post is responsible for the data protection.

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.



7 Miscellaneous

All disputes arising out of and in connection with this agreement are subject to Austrian Law, to the exclusion of the UN Convention on the International Sale of Goods and the conflict of law rules.

It is deemed agreed that the courts of Vienna, Austria, having competence in the subject matter and for the third district of Vienna, will hear all disputes.

Should a provision of these General Terms be invalid, the validity of the remaining provisions are unaffected thereby. The invalid provision is to be replaced by a provision that comes closest to the goal and purpose of the invalid provision.



Österreichische Post AG

Post customer service

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Legal form: Company limited by shares

Company seat in the political district of Vienna

Company register number: FN 180219d at the Commercial Court Vienna

Subject to misprint and typographical errors.