
EURO.POST General Terms and Conditions



Applicable as of 1 September 2023



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1 General

1.1 Scope

1.1.1 The following General Terms and Conditions (herein "GTC") are applicable to the contractual relations between Österreichische Post AG (herein "Post") and its customers using the service "Euro.Post", which includes the carriage of Euro.Post consignments and, if necessary, the provision of lettershop services. This service does not form part of the universal service obligation within the meaning of the Austrian Postal Market Act (Postmarktgesetz – PMG) as amended from time to time.

1.1.2 Any general terms and conditions and/or delivery terms, etc., of the customer are expressly rejected. Individual provisions in derogation of these General Terms and Conditions must be expressly agreed in writing.

1.1.3 Post only provides the services set out in Section 1.1.1 for companies within the meaning of the Austrian Companies Act (Unternehmensgesetzbuch – UGB) as amended from time to time.

1.2 Contractual relationship

1.2.1 The customer sends an inquiry to Post regarding the carriage of mail items to a specific country of destination. On the basis of this inquiry, Post makes an offer. The offer includes the quantity and grammage of the mail items, the specific shipping specifications that the customer is required to observe and any other shipping requirements set by the respective foreign postal operator, as well as the payable rate. The customer must sign and return the offer within 4 weeks, or, if applicable, within the shorter deadline specified in the offer, otherwise the offer becomes invalid; the contract between Post and the customer under these GTC becomes effective upon Post's receipt of the signed offer, provided that the customer hands the mail items over to Post at the agreed point of acceptance within the deadline specified in the offer.

1.3 Definition

1.3.1 Euro.Post consignments (herein "mail items") are unaddressed mail items that are completely identical in content (with the exception of a sequential number) and of which at least 10,000 units (or, in certain cases, other quantities), or the minimum quantity specified by the respective foreign postal operator, of the same format and weight class must be posted at the same time. The mail items are passed onto the foreign postal operator for delivery; the customer is required to observe the shipping specifications set by that postal operator.

1.3.2 If Post provides forms for customers to order its services, only the most recent valid version of these forms may be used. Forms not obtained from Post must correspond with Post's forms in terms of format, size and printed markings. It is at Post's discretion to decide whether third-party forms are operationally compliant with these GTC.

1.4 Items excluded from carriage

1.4.1 The customer is required to observe the conditions regarding items excluded from carriage set by the respective foreign postal operator.

1.4.2 In any case, the following mail items are excluded from carriage:

- mail items that are unsuitable for Post's operational system due to their contents or nature;
- mail items that could cause personal injury, be detrimental to health, or cause material damage due to their contents or external appearance;
- mail items whose contents, external appearance or shipping are in violation of Austrian legal provisions and subject to prosecution (e.g. Austrian Narcotic Substances Act [Suchtmittelgesetz], Austrian Prohibition Act [Verbotsgesetz] 1947) and/or the local laws of the country of destination;
- mail items where the customer's interest in handing over exceeds the postage rate in question.

1.5 Scope of performance

1.5.1 Carriage

1.5.1.1 Post passes onto the foreign postal operator, within 5 business days (with the exception of Saturdays) of the business day on which the handover occurred, the mail items that the customer or their representative hand over at a distribution centre of Post or at the agreed point of acceptance. In the event that there is a delay as a result of a significant increase in postal traffic (e.g. before Christmas), the deadline is extended to double the number of days.

1.5.1.2 Should Post or the foreign postal operator find that the mail items do not satisfy the shipping specifications and/or shipping requirements and/or grammage and/or quantity as per the offer, the mail items will only be passed onto the foreign postal operator, or the foreign postal operator will only accept them for onward transport, after prior consultation with the customer and notification of the actual payable rate in the case at hand. If the customer fails to agree in writing to the passing on or onward transport, the customer has the option to either collect the mail items themselves, or have them returned at their own expense, or have them destroyed.

1.5.2 Lettershop services

1.5.2.1 At the customer's request, Post can also provide lettershop services (e.g. printing, sorting, making ready for dispatch) that have been individually agreed with the customer, provided that these mail items are also sent as Euro.Post and shipped by Post. Lettershop services are performed by a cooperation partner of Post (Lettershop).

1.5.2.2 The customer sends Post an inquiry regarding the desired lettershop services. The subsequent offer from Post then contains the details of this service and the payable rate.

1.6 Obligations of the customer

1.6.1 The customer is obliged to observe the shipping specifications and other shipping requirements of the foreign postal operator, as well as the grammage and quantity, as specified by Post in its offer.

1.6.2 In the case of lettershop services provided by Post, the customer must deliver to the lettershop at a pre-arranged time the shipping materials, or must hand such materials over to Post, which will then pass them onto the lettershop at the customer's expense.

1.7 Postage paid impression

The postage paid impression of the foreign postal operator must be visibly displayed on the outside of each mail item or on the envelope in accordance with the shipping specifications applicable in the country of destination.

1.8 Calculation and payment of rates

1.8.1 The customer is obliged to pay the agreed rate for each service performed by Post as per the offer.

1.8.2 Postage rate

1.8.2.1 The rate agreed in the offer only applies if the customer has observed the quantity and grammage of the mail items, as well as all of the shipping specifications and other shipping requirements set by the foreign postal operator as per the offer in accordance with Section 1.2.

Should the customer not have observed these parameters, specifications and shipping requirements, and the mail items – upon consultation with the customer – were shipped and delivered in accordance with Section 1.5.1.2, Post will charge the customer the agreed rate.

1.8.2.2 Should the customer not have observed these parameters, specifications and shipping requirements, and the mail items – upon consultation with the customer – were not shipped in accordance with Section 1.5.1.2, but rather collected by the customer, returned or, at their request, destroyed, Post will charge the customer a flat-rate fee of 50% of the agreed rate.

1.8.2.3 Post reserves the right to verify the quantity and grammage indicated by the customer and, if necessary, to correct the quantity and grammage actually posted and to charge the customer (even retroactively) the difference, should they have underpaid.

1.8.2.4 Post expressly points to the possibility of higher prices in the event that mail items are not handed over for dispatch and/or the offer is not accepted within the specified period of validity. In this case, Post is entitled to accept the mail items for carriage and to charge the higher rates. However, as far as possible, Post will notify the customer in advance of any increases in the price.

1.8.3 All rates are net, i.e. exclusive of all statutory taxes and duties, in particular value added tax. In the event that Post performs services for companies with registered office outside of Austria, the service is not taxable in Austria. The tax liability is transferred to the recipient of the service.

1.8.4 All taxes, duties and charges incurred in the context of shipping a Euro.Post product to an recipient outside of the EU customs territory are to be paid by the customer. Should the customer fail to pay the aforementioned charges, and these are then claimed from Post, Post will pass these costs onto the customer plus the additional costs incurred. It is the customer's responsibility to obtain information about the applicable import, export and customs regulations of the countries in question. Should the customer fail to observe these regulations, they will bear all disadvantages, costs and risks arising from their consignment. The customer bears any and all risks arising from providing inaccurate, incomplete or illegible information in their customs declarations.

1.8.5 With regard to the payment of the rate, the customer is obliged to enter into a separate agreement with Post, in which Post is authorised to debit the charge from an account with a bank within the Single Euro Payments Area (SEPA). Post reserves the right to request a bank guarantee. In the event that Post debits the charges to the account notified by the customer under the SEPA Direct Debit Scheme (SEPA CORE) or the SEPA Business-to-Business Direct Debit Mandate (SEPA B2B), the pre-notification must be sent by Post no later than one day before debit.

1.8.6 Refund of rates
Objections to claims for payment must be raised with Post in writing within 3 months of the invoice date; otherwise Post's claim for payment will be deemed accepted. Objections do not affect the due date of the invoice amount.

1.9 Transport resources

All transport resources that are made available to the customer remain the property of the foreign postal operator or Post. Improper use (e.g. intermediate transport and/or passing onto third parties, transport/use within the company, storage of materials, etc.) is prohibited in any case. Customers use the resources at their own risk. Customers are obliged to inform their employees and third parties, in particular natural and legal persons, who use these transport resources about how to properly use them and about the requirement to comply with the operating/instruction manuals. The amount of transport resources stored may not exceed the amount required for one week.

2 Posting

2.1 Place and time of posting

2.1.1 The mail items must be posted at a Post distribution centre within the hours designated for acceptan-

ce or as agreed between the customer and Post. In individual cases, e.g. in case of large consignments, acceptance outside these hours can be arranged.

2.2 Handing over for dispatch

2.2.1 The mail items must be handed over for dispatch on pallettes or in accordance with other requirements set by the foreign postal operator.

2.2.2 The containers must be handed over for dispatch together with the completed forms in accordance with the requirements set by the foreign postal operator.

2.3 Dispatch note, sample mail item

The customer or their representative must provide the distribution centre or the agreed point of acceptance with the dispatch note made available by Post, which must be fully completed, and a distribution schedule.

The customer or their representative must provide the distribution centre with a sample mail item that is exactly equivalent to the mail items handed over for dispatch and that is labelled and identifiable as such. Should the customer fail to provide a sample mail item, or should the sample not correspond with the mail items handed over for dispatch, Post or the foreign postal operator are entitled to remove a true sample from the mail items handed over; this true sample will not be dispatched.

2.4 Retrieval of mail items

If the customer wishes to retrieve mail items that have already been passed onto the foreign postal operator, this must be agreed with Post in a separate agreement.

2.5 Packaging, seal and inspection

2.5.1 The mail items must be handed over for dispatch in accordance with the packaging and seal requirements set by the foreign postal operator.

2.5.2 Post and the foreign postal operator are entitled to randomly open, at any point during carriage, mail items to verify whether they comply with the criteria relating to contents of mail items.

3 Handover (delivery)

Mail items are handed over to the recipients in accordance with the regulations of the foreign postal operator. Delivery of mail items within a specific number of days cannot be guaranteed.

4 Liability

4.1 Liability of Post

4.1.1 Post is only liable to the customer – regardless of the legal grounds – for verifiable loss (non-performance), severe damage and delay (inadequate performance) for which it is responsible up to the time the mail items are passed onto the foreign postal operator, for

delayed handover to the foreign postal operator and for inadequate lettershop services (inadequate performance) or non-performance of lettershop services.

4.1.2 The title of non-performance or warranty (inadequate performance) means that the customer is entitled to claim reimbursement of charges with respect to mail items or lettershop services verifiably affected by non-performance or inadequate performance.

4.1.3 If the customer is also entitled to damages in accordance with the provisions laid out in these GTC, Post is only liable for damage caused by Post itself or persons attributable to it under the law in the case of intent or gross negligence up to the time that the mail items are passed onto the foreign postal operator. Liability for slight negligence is excluded. If the customer claims wilful intent or gross negligence, they must produce proof thereof.

4.1.4 The customer must provide evidence that

- Post failed to perform or to duly perform the contract; where applicable,
- that damage equivalent to a certain monetary amount was incurred; and
- the damage can be attributed to non-performance or inadequate performance on the part of Post.

4.1.5 A delay creates liability if the mail items are passed onto the foreign postal operator after the 5th business day (with the exception of Saturdays) following the day of handing over for dispatch or the deadline stated in the offer. In the event that there is a delay as a result of a significant increase in postal traffic (e.g. before Christmas), the deadline is extended to double the number of days.

4.1.6 Severe damage is deemed to have been proven if the mail item becomes unusable, illegible, etc., as a result of such damage. Any damage caused in the course of proper and customary transport, and proper and customary handling or loading does not provide a basis for any claims.

4.1.7 The customer bears the risk of total or partial accidental loss of mail items.

4.1.8 In any case, liability is capped at the amount of the rate paid for the mail items in question and, if applicable, the fee paid for the lettershop service, unless mandatory legal requirements provide otherwise. Any further liability of Post, in particular for loss of profit, damage caused by delay, financial loss, consequential damage, unrealised savings, loss of interest, damage caused by third-party claims, etc., toward the customer is excluded, unless mandatory legal requirements provide otherwise.

4.1.9 Any claims for severe damage, delay or loss of the mail items lapse if they are not submitted to Post in writing within four weeks. This period begins on the business day (excluding Saturdays) following the handover for dispatch or from the period agreed in

the offer for passing the mail items onto the foreign postal operator. Post must be notified in writing of defective lettershop services as soon as the customer becomes aware of them, but no later than four weeks after performance of the lettershop services; if the customer fails to do so, the lettershop service is deemed duly performed (Sections 377 and 378 Austrian Companies Act).

4.1.10 Post assumes no liability for the accuracy of the customs declaration. The customer is liable for the information they provide therein.

4.1.11 Once the mail items have been passed onto the foreign postal operator, Post is liable in accordance with the regulations of the foreign postal operator.

4.2 Exclusion of liability

The liability of Post is excluded, in particular, if

- the damage / inadequate performance can be attributed to the customer's defective packaging or fault;
- the contents of the mail items fall under the items excluded from carriage as set out in Section 1.4;
- the mail items were seized or destroyed by an authority.

Post is not liable for non-performance or inadequate performance of its contractual obligation (also in the event that it engaged vicarious agents) nor for damage, and any penalties and performance deadlines are not applicable, if they are caused by unavoidable circumstances that are beyond the parties' control.

Such circumstances include unforeseeable and unavoidable operational disruptions, official interventions, labour disputes, riots/insurrections, wars, terrorist attacks, boycott measures, natural disasters, pandemics, epidemics, official measures, confiscation of material goods, resource, material or supply shortages, cyberattacks, sabotage, blackouts, disruptions to communication networks and other unforeseeable and unavoidable hindrances.

4.3 Liability of the customer

4.3.1 The customer is liable to Post for any personal injury or material damage sustained as a result of the posting of prohibited items or non-compliance with the eligibility requirements. Post's acceptance of such mail items does not release the customer of their liability.

4.3.2 The customer is liable for damage to or loss of the transport resources in accordance with Section 1.9.

4.3.3 The customer will indemnify and hold harmless Post in the event that the foreign postal operator refuses to accept and/or deliver the mail items.

5 Applicable law / Court of jurisdiction

5.1 Any and all disputes resulting out of and in connection with this agreement are subject to Austrian law, with the exclusion of the UN Convention on the International Sale of Goods and conflict of law provisions.

5.2 It is deemed agreed that the venue will be the court having competence in the subject matter and for Vienna's third district.

5.3 Should any of the provisions of these GTC be invalid, the remaining provisions will be unaffected thereby. The invalid provision will be replaced by a provision that is closest to the original economic intention.

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