
HAZARDOUS GOODS

General Terms and Conditions

for contents permitted for postal shipping



Valid from 01.05.2025



GENERAL TERMS AND CONDITIONS FOR HAZARDOUS GOODS FOR CONTENTS PERMITTED FOR POSTAL SHIPPING

Valid from 01.05.2025

(Version no. 1/2025)

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1. Scope of application and general considerations

The General Terms and Conditions (herein: GTC) for shipping contents with permitted hazardous goods govern the special provisions applicable in the service area of hazardous goods. In instances where these GTC do not provide specific provisions, the contractual legal relationships between Österreichische Post AG (hereinafter: Post) and its customers are governed by the General Terms and Conditions applicable to the respective type of shipment (i.e. hazardous goods letter, parcel or Post Express) (see also Section 5).

Furthermore, the information folder "Shipping hazardous goods", accessible at post.at/gefahrgut, applies as a supplementary resource.

Shipping hazardous goods does not constitute a service within the scope of the legally mandated universal service.

Post carries hazardous goods subject to the Austrian Hazardous Goods Carriage Act (Gefahrgutbeförderungsgesetz – GGBG, BGBl I 145/1998, as amended) only in accordance with the provisions set forth below.

Hazardous waste and harmful substances within the meaning of the Austrian Waste Management Act (Abfallwirtschaftsgesetz – AWG 2002, BGBl I 102/2002, as amended) are excluded from carriage by Post.

If it is determined (e.g. due to substances leaking out, noises and/or smells being detected, etc.) that a shipment contains unauthorised hazardous goods which are legally prohibited from postal carriage, Post is entitled to open the shipment in the presence of another person (principle of dual control), remove the hazardous or prohibited item from the shipment and treat it in accordance with the hazardous goods regulations in order to allow for the carriage of the remaining contents to proceed. This action will be recorded on the shipment. Post reserves the right to charge the sender for any related costs.

2. Terms and definitions

2.1 ADR

European Agreement concerning the International Carriage of Dangerous Goods by Road – contains special regulations for road transport with regard to packaging, load securing and labelling of hazardous goods, as well as the special agreements signed by all states involved in the carriage of such goods.

2.2 Hazardous goods

Hazardous goods are substances, items, preparations or waste materials that have at least one of the dangerous properties listed in the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) (e.g. explosive, gaseous, flammable, oxidising, toxic, infectious,

corrosive, radioactive, etc.) and are therefore subject to the ADR regulations.

2.3 Infectious substances

Infectious substances are substances that are known or reasonably expected to contain pathogens. Pathogens are microorganisms and other agents such as prions that can cause disease in humans or animals.

2.3.1 Category A infectious biological substances

An infectious substance that is carried in a form that, when exposure to it occurs, is capable of causing permanent disability, life-threatening or fatal disease in otherwise healthy humans or animals. These substances are excluded from carriage.

2.3.2 Category B infectious biological substances

An infectious substance that does not meet the criteria for inclusion in Category A.

2.4 Exempt medical samples

Samples taken from humans or animals (patient samples) which have a minimal probability of containing pathogens.

3. Contents permitted for postal carriage

3.1 Category B infectious biological substances

These substances must comply with the requirements of Class 6.2 of the ADR.

3.2 Exempt medical samples

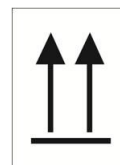
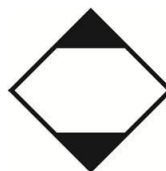
Exempt medical samples must comply with the requirements of Class 6.2 of the ADR.

3.3 Special provisions for dead animals

Dead animals may only be shipped with the additional service "hazardous goods - limited quantity (LQ)," provided they are not infected or contagious.

3.4 Limited quantities of hazardous goods

They must comply with the provisions of Chapter 3.4 of the ADR and must be marked with the following adhesive label(s) (as applicable).



For liquids, orientation arrows must also be affixed on two opposite sides.

3.5 Exempt shipments

Exempt shipments must comply with the special provisions of Chapter 3.3 of the ADR, e.g. standard commercial packaging for alcoholic beverages with a maximum alcohol content of 70% by volume.



3.6 Lithium cells / Batteries

The shipment of lithium ion cells up to 20Wh, lithium ion batteries up to 100Wh, lithium metal cells up to 1g of lithium, and lithium metal batteries up to 2g of lithium (lithium ion and metal batteries/cells) is subject to special provision 188 of the ADR and packing instruction 967 II or packing instruction 970 II of the ICAO/IATA Dangerous Goods Regulations (DGR), each as amended. Furthermore, international shipping of these batteries is restricted to destination countries that permit the carriage of such contents. The Post customer service can also provide more detailed information.

4. General provisions

4.1 Shipment labelling

The sender is responsible for labelling the shipment items correctly and properly and for ensuring that the shipment is otherwise in proper condition, in particular regarding compliance with the applicable quantity limits.

4.2 Packaging / Secondary packaging

The sender must comply with the relevant special regulations regarding packaging and load securing.

Wrapping the shipment item in an additional layer of packaging material (secondary packaging, e.g. wrapping paper, envelope, etc.) is permitted.

The labelling required for the shipment must also be affixed to any secondary packaging.

Combining multiple items into a single shipment ("bundling") is not permitted.

4.3 Obligations of the sender

The sender is required to fulfil all obligations specified in these Terms and Conditions.

In particular, all items or substances must be accurately identified, classified, packaged, marked, labelled, documented and made ready for shipment in accordance with the hazardous goods regulations before they are posted.

If there is suspicion that a shipment contains hazardous goods or prohibited contents (e.g. due to substances leaking out, noises and/or smells being detected, etc.), the sender is obliged to disclose the contents of the shipment upon request, which may be verified by Post. Refusal to disclose the contents will result in the package being excluded from carriage.

4.4 Liability of the sender

The sender is liable to Post for any damages, costs and expenses that arise from non-compliance with these GTC. The sender shall indemnify and hold Post harmless with regard to claims by third parties. Post's

acceptance of a (hazardous goods) shipment does not release the sender from his/her liability.

5. Permitted types of shipment / carriage

Hazardous goods are accepted for carriage as

- domestic hazardous goods letter,
- international hazardous goods letter,
- Austria parcel,
- international parcel,
- Post Express Austria
- Post Express International

in accordance with the conditions specified above.

Unless otherwise stipulated in these Terms and Conditions, the General Terms and Conditions (GTC) for the respective type of shipment/carriage (GTC for Domestic Letters, GTC for International Letters, GTC for Austria Parcels, GTC for International Parcels, GTC Post Express) in the version valid at the time of conclusion of the contract shall apply. These GTC can be accessed at post.at/agb. The Post customer service can also provide more detailed information.

Section 8 governs which contents are permitted for each type of shipment/carriage.

Shipments abroad containing hazardous goods will only be accepted for carriage if they comply with the conditions specified above and only to those destination countries to which the shipment of hazardous goods is permitted. The Post customer service provides information on countries to which the shipment of hazardous goods is permitted.

5.1 Domestic hazardous goods letter

In addition to the required markings, Post will affix the following adhesive label to domestic hazardous goods letters at the time of posting for shipment.



5.1.1 Postage collect

Post offers business customers the option of sending patient samples for analysis to a testing facility postage collect, i.e. the facility pays the carriage fee. To use this option, a contract must be concluded with Post. Business customers can contact their customer service representative or call 0800 212 212 for more information.



5.2 International hazardous goods letter

For international hazardous goods letters, no additional adhesive label is required beyond the required markings.

5.3 Austria parcel / International parcel

Post offers business customers the exclusive option of shipping permitted contents as specified in Section 8 with the additional service "hazardous goods – limited quantity (LQ)" within Austria or to select countries abroad. To use this option, a contract must be concluded with Post. Business customers can contact their customer service representative or call 0800 212 212 for more information.

5.4 Post Express Austria shipments

Shipping permitted contents as specified in Section 8 with Post Express is only allowed with the additional service "hazardous goods – limited quantity (LQ)".

5.5 Post Express International shipments

Only the contents as specified in Section 8 are permitted for Post Express International shipments. No additional fee is charged for the contents listed.

6. Fees

6.1 Domestic hazardous goods letter

For hazardous goods letters up to 2 kg that are sent within Austria, the following fee applies:

	EUR incl. VAT
Domestic hazardous goods letter	12.00 (10.00 net)

The formats specified in the Index of Products and Prices for domestic letters must be observed.

The Post customer service can also provide more detailed information.

6.2 International hazardous goods letter

For hazardous goods letters up to 2 kg that are sent to the EU, the carriage fee and the fee for the additional service "registered mail" in accordance with the Index of Products and Prices applicable to the GTC for Domestic Letters in the version valid at the time of conclusion of the contract, plus VAT, must be paid. Additionally, the following hazardous goods surcharge for letters applies:

	EUR incl. VAT
Hazardous goods surcharge international	6.60 (5.50 net)

Hazardous goods letters sent to (permitted) countries in zone 2 (rest of Europe) and zone 3 (world) in

accordance with the Index of Products and Prices applicable to the GTC for International Letters are exempt from VAT. Accordingly, the rates indicated above are charged without including VAT.

The formats specified in the Index of Products and Prices applicable to the GTC for International Letters must be observed.

The Indexes of Products and Prices can be accessed, among other sources, at post.at/agb. The Post customer service can also provide more detailed information.

6.3 Post Express Austria / International

For Post Express Austria shipments posted at a Post service location, the carriage fees applicable in accordance with the Index of Products and Prices for Post Express in the version valid at the time of conclusion of the contract – plus the surcharge for "hazardous goods – limited quantity (LQ)" – must be paid.

SURCHARGE TO THE POST EXPRESS AUSTRIA CARRIAGE FEE FOR UP TO 31.5 KG	EUR incl. VAT
Hazardous goods – limited quantity (LQ)	3.72 (3.10 net)

For Post Express International shipments posted at a Post service location, the carriage fee applicable in accordance with the Index of Products and Prices for Post Express in the version valid at the time of conclusion of the contract must be paid (see also Section 5.5).

These Indexes of Products and Prices can be accessed, among other sources, at post.at/agb. The Post customer service can also provide more detailed information.

6.4 Customers with a distribution agreement

For customers who post Post Express items or parcels for shipment within Austria and abroad in accordance with the provisions of Post's labelling and notification data primer ("Belabelungs- und Avisodatenfibel"), the carriage fee specified in a separate agreement with Post (distribution agreement) plus the fee for "hazardous goods – limited quantity LQ" applies. (See the exception for Post Express international shipments as specified in Section 5.5).



7. Court of jurisdiction / Applicable law

The court of jurisdiction for any legal disputes arising from a contractual relationship based on these GTC is the court in the capital of the respective Austrian federal state (in Vienna: 1030 Vienna) in which the shipment was posted.

In the event of lawsuits against consumers who have their domicile or habitual residence in Austria or are

employed in Austria, the court having competence is that of the domicile, habitual residence or place of employment.

Any disputes arising from a contractual relationship concluded on the basis of these GTC are subject to Austrian law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict of law provisions.

8. Overview of permitted contents for each type of shipment

The following contents are permitted for the respective type of shipment/carriage:

Type of shipment / carriage	Limited quantity of hazardous goods	Category B biological substances	Exempt medical samples	Lithium cells / batteries acc. to Sec. 3.6
Domestic hazardous goods letter	Yes	Yes	Yes	Yes
International hazardous goods letter	No	Yes *	Yes *	Yes * / **
Austria parcel	Yes ***	Yes ***	Yes ***	Yes ***
International parcel	Yes * / ***	Yes ***	Yes ***	Yes ** / **
Post Express Austria	Yes	Yes	Yes	Yes
Post Express International	No	No	No	Yes **

* Only to select countries

** The lithium ion and metal battery(ies)/cell(s) must be installed in one device. A maximum of two installed lithium ion and metal battery(ies)/cell(s) per device or a maximum of two devices, each with one installed lithium ion and one metal battery/cell, are permitted in one shipment. A sender may post a maximum of two shipments containing lithium ion and metal batteries/cells per day.

*** Only for customers with a distribution agreement!

Österreichische Post AG

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**Post-Customer Service**

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post.at/kundenservice

post.at | post.at/sendungsverfolgung

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

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