AUSTRIA PARCEL

General Terms and Conditions

Valid from 01.01.2027

GENERAL TERMS AND CONDITIONS FOR AUSTRIA PARCELS

Valid from 01.01.2027 (Version No. 1/2027)

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1. General

1.1 Scope and legal basis

1.1.1 These General Terms and Conditions (herein "GTC") are applicable to the contractual relations between Österreichische Post AG (herein "Post") and its customers using the "Austria Parcel" service.

Under the Austrian Postal Market Act (Postmarktgesetz – PMG), BGBl [Federal Law Gazette] I 2009/123 as amended, postal services involving parcels up to 10 kg in weight delivered to the access points as defined by law are part of the universal service obligation. Unless individually agreed otherwise, such postal services are subject exclusively to these GTC. Should general emergency situations hinder postal services, Post s relieved of its universal service obligation (pickup, sorting, carriage and delivery of parcels up to 10 kg).

1.1.2 The Index of Products and Prices for Austria Parcels (herein "Index of Products and Prices"), in which the range of services relating to Austria Parcel is defined, is an integral part of these GTC.

1.2 Contractual relationship

1.2.1 Post provides the services relating to Austria Parcels exclusively in accordance with these GTC in the version applicable at the time of conclusion of the contract. The contractual relationship with the sender is established upon handing over of the parcel into Post's custody (posting). Access points as defined by law are, in particular, branch offices of Post. For more information, contact the Post customer service.

1.2.2 If a parcel does not comply with the provisions of these GTC, Post may refuse to admit it, or return a parcel already in its custody at any stage of carriage. Any costs incurred will be charged to the sender.

1.2.3 If any forms must be completed to use certain services of Post, the versions valid at the time of conclusion of the contract (Section 1.2.1) must be used and completed by the sender. Forms not obtained from Post must correspond with Post's forms in terms of format, size and printed markings; it is within Post's discretion whether such forms are sufficiently similar to Post's forms.

1.3 Calculation and payment of rates

1.3.1 In principle, the sender is obliged to pay in cash the price listed in the Index of Products and Prices for each of Post's services used (with the exception of Freight Collect Parcels – see Section 2.2.2.3 of the Index of Products and Prices).

1.3.2 Post may defer the fees to business owners within the meaning of the Austrian Companies Act (Unternehmensgesetzbuch – UGB) by separate agreement. Should the sender believe that they have overpaid for a service, Post will refund the surplus to the sender, provided that the sender submits a written claim (extrajudicially) within twelve months from the date of the overpayment; the sender is only entitled to claim the difference.

1.3.3 In the case of senders who have self-labelled their parcel in agreement with and in accordance with the requirements of Post – which the sender is responsible for complying with – the first scan of the parcel at a distribution centre of Post serves as the basis for invoicing.

1.3.4 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.

1.4 Items excluded from carriage

1.4.1 Items excluded from carriage are:

- parcels whose contents, external appearance or carriage are in violation of legal provisions and subject to prosecution (e.g. Austrian Narcotic Substances Act [Suchtmittelgesetz], Austrian Prohibition Act [Verbotsgesetz] 1947) or that could cause injury to individuals or their health, or damage property;
- parcels that are unsuitable for Post's operational system due to their nature (e.g. containing any items whose early deterioration or decay is to be feared);
- live animals;
- ordinary parcels without value declaration that contain items listed in Section 2.3.3.2 of the Index of Products and Prices;
- parcels with a value over EUR 10,000.00;
- dangerous goods subject to the scope of the Hazardous Goods 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 – AWG 2002, BGBl I 102/2002 as amended). Hazardous goods are substances, objects, preparations or waste 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), such as explosive, gaseous, flammable, oxidising, toxic, infectious, corrosive or radioactive.

1.4.2 Post is not obliged to verify whether a parcel is to be excluded from carriage. However, if Post has reason to suspect that parcels must be excluded from carriage and/or that they do not comply with terms of carriage (e.g. due to leaking substances, noises or odours, etc.), Post does have the right to open and inspect such parcels (in the presence of a witness).

1.4.3 Should it be found that a parcel contains items that are excluded from carriage by Post, that parcel will be handed over to the sender or recipient – provided this can be done in a way that ensures the safety of postal

staff (particularly with regard to the regulations on the transport of hazardous goods).

1.4.4 In case of imminent danger, such as the leakage of unidentified substances or liquids, Post is entitled to take appropriate measures to avert or mitigate the danger. This includes, in particular, stopping the processing of the parcel and consulting the dangerous goods officer as well as, ultimately, having the parcel disposed of by a professional service.

1.5 Packaging and sealing

1.5.1 The parcel must be packaged and sealed in such a way that its contents are effectively protected against loss and damage throughout the duration of conveyance as well as against such stresses as parcels are usually exposed to during conveyance, especially pressure, impact and being dropped; in such a way that no conclusions can be drawn about the nature or value of the contents; and in such a way that ensures that the parcel cannot be opened without leaving a visible trace of tampering. The sender must ensure that the parcel is packaged in a way that is suitable for carriage (= both externally and internally) and securely sealed. Our recommendations for correct packaging can be found at post.at under "Parcel packaging for best results".

1.5.2 Parcels without valuable contents as per Section 2.3.3 of the Index of Products and Prices and without fragile or shock-sensitive contents as per Section 2.3.4 of the Index of Products and Prices may also be posted without packaging, provided this does not interfere with handling processes and no specific provisions dictate otherwise. (Exclusion of liability for lack of packaging see Section 4.6.)

1.5.3 As far as possible, the packaging and sealing will be checked for externally visible defects at the time of posting. However, admission of a parcel without any objection does not mean that the packaging and sealing are free from externally visible defects.

1.5.4 Parcels that are unsuitable for carriage due to their packaging, sealing, lack of packaging or for any other reason will not be admitted, or will be returned to the sender even if they were admitted. Any costs incurred up to the effective return of the parcels will be charged to the sender.

1.5.5 Parcels with declaration of value must comply with additional packaging provisions in accordance with Section 2.3.3 of the Index of Products and Prices.

1.6 Applying the address and other details

1.6.1 Each parcel must bear an address in Latin script and Arabic numerals that is not easily removable.

The address may also be placed under transparent packaging, under a window, or on a sufficiently thick shipping label address flag securely attached to the parcel (except in the case of parcels with declaration of value). The address must include the following details, which must be left-aligned and ordered from top to bottom:

- the recipient;
- the delivery point (in particular street name, house number, staircase and door number);
- the postcode and the point of destination.

1.6.2 In the case of an incorrect or incomplete address, the desired carriage service cannot be provided.

1.6.3 If the recipient is the holder of a parcel locker, the parcel must bear the note/label "Fach" (locker). Should Post have a unique postcode for mail items sent to a certain parcel locker, the parcel must bear that postcode.

1.6.4 The sender's address is mandatory and must be indicated on the address side, if possible in the top left corner, and in any case in such a way that it cannot be confused with the recipient's address. In the case of parcels without declaration of value bearing the note "Wettbewerbsarbeit" (competition submission), the sender details may also take the form of reference numbers.

1.6.5 Mandatory information and notes must be affixed to the largest surface of the package.

1.7 Requesting updates on parcels

Post will provide the sender or recipient with updates on parcels if the person inquiring can credibly prove their authorisation and provide the parcel's tracking number. For updates relating to the proper handover of parcels, the provisions regarding item inquiries apply (see Section 3.10).

2. Posting

2.1 Place of posting

Parcels must be posted within the opening hours at any Post branch (or with rural delivery service staff) or any other designated access point.

2.2 Self-labelling of parcels by the sender

Post may enter into an agreement with senders who regularly post parcels, allowing them to label their parcels with adhesive labels issued or approved by Post (in accordance with Post's Labelling and Pre-Advice Manual, available at post.at/geschaeftlich_versenden_paket_versand_kunden_versandsoftware.php), to weigh their parcels and indicate the weight on them, and to record the shipment number, weight and postage fee in the shipment logbook (or form) issued by Post or in a computer-generated list.

2.3 Proof of posting

When the sender posts a parcel, they receive proof of posting. Should specific forms be required in order to post a certain parcel, these must be completed by the sender. Post is entitled to require senders who post five parcels or more of the same type at the same time

to use a shipment logbook (or form) issued by Post or a computer-generated shipping list.

2.4 Alteration or correction of addresses

2.4.1 After posting, the sender may request in writing that the address be altered or corrected – except in the case of parcels with a value of more than EUR 1,500.00 – provided that the parcel has not yet been dispatched and there are no objections to the request.

2.4.2 If the alteration or correction of the address requires a parcel to be forwarded to a different distribution centre, the postage fee will be charged a second time.

3. Handing parcels over to recipients

Parcels are handed over by means of delivery (Section 3.1) or pickup (Section 3.2). A special agreement can be made with the recipient regarding the handing over of parcels addressed to them.

The delivery of shipments is carried out by way of physical delivery to an authorised person (Section 3.1), by way of delivery into a delivery device set up for this purpose at the delivery point with notification of the recipient, or collection (Section 3.2). A special agreement can be concluded with the recipient regarding the delivery of parcels intended for him/her.

Person authorised to accept mail items

A designated person is authorised to accept mail items

- in case of statutory, regulatory or judicially granted authority to represent,
- in case of institutional regulations, if the recipient is subject to such regulations
- in case of a postal power of attorney or a legally binding power of attorney certified by a court or notary.

Substitute recipient

A substitute recipient is a legally capable and willing person present at the delivery point of the recipient or of the person authorised to accept mail items (e.g. family members, flat/house mates, concierge, coworkers working in the mailroom or goods acceptance department, etc.). Only parcels without declaration of value or with a declared value no higher that EUR 1,500.00, as well as notifications regarding parcels that cannot be delivered at the delivery point, will be handed over to a substitute recipient, unless the recipient has objected to this in writing and in advance.

3.1 Delivery

Unless otherwise specified in these GTC, parcels are delivered to the recipient named in the address, a person authorised to accept mail items, or a substitute recipient.

3.1.1 The recipient of a parcel with declaration of value and/or cash-on-delivery exceeding EUR 3,000.00 will receive prior notice and must collect the parcel at the specified location during the set opening hours.

3.1.2 Parcels addressed to recipients in rural delivery areas that do not have parcel delivery every day are held for pickup from the day they arrive at the Post branch until the next delivery day.

3.1.3 Parcels addressed to recipients whose delivery point is in an area that is unreasonably difficult to access or only with a disproportionate amount of effort (outlying districts) will not be delivered. However, if possible, the recipient in question will be notified by telephone that the parcel has arrived.

3.1.4 Parcels addressed to delivery points that are unreasonably difficult to access or that pose a risk to the delivery staff are excluded from delivery.

3.1.5 Parcels bearing the note "Persönlich" (personal), which is subject to a fee, are only handed over to the recipient (natural person) upon verification of identity.

3.1.6 Redirection

3.1.6.1 If a recipient has set up a redirection order, parcels will be redirected.

3.1.6.2 The sender is entitled to bypass redirection by affixing the note "Nicht nachsenden" (do not redirect), which is free of charge, to the parcel. This note is binding for Post and takes priority over a redirection order. Post will not pass the recipient's new address on to the sender.

3.1.7 Parcels without declaration of value and without cash-on-delivery that are addressed to a natural person may also be handed over to a neighbour if no person authorised to accept mail items is present at the delivery point and the recipient has not objected to this. The recipient must be notified of this in writing.

3.1.8 If the recipient has notified Post of specific substitute recipients in writing, mail items will only be handed over to these persons in lieu of the recipient.

3.1.9 In the case of recipients in communal accommodations (residential homes, hostels, etc.), at campsites or other delivery points where delivery is not possible without significantly disrupting workflow, Post may request that the person authorised to manage the delivery point (owner, manager, operator, etc.) designate one or more persons as substitute recipients for parcels without declaration of value. If no substitute recipient is designated, or if a recipient objects to the handover of mail items to substitute recipients, Post has the right to treat incoming parcels that cannot be duly delivered in another way as undeliverable.

3.2 Pickup

3.2.1 If a parcel could not be delivered, a notification will be left at the delivery point. Notified, announced or poste restante parcels, as well as parcels that the recipient

has reserved for pickup or that are addressed to recipients in outlying districts, will be held for pickup.

3.2.2 Parcels will be held for pickup for 10 calendar days at the Post branch indicated on the notification (or advice), or for at least 10 calendar days at the alternative mail receptacle specified by Post on the notification (or advice). Parcels bearing the note "Postlagernd" (poste restante) are not delivered and are held until collected. The first business day following the notification (or advice) (excluding Saturdays) is the first possible day for pickup at a Post branch. For poste restante parcels, pickup is possible from the day they arrive. Once the pickup period has ended, the parcels will be treated as undeliverable. The held parcel is handed over to the person who presents the notification (advice), unless the sender has ordered an additional service that stipulates otherwise, or if there are doubts regarding the person's identity.

3.2.3 If a recipient has requested that parcels be held for pickup at a preferred Post branch or preferred post station, these will be held for a period of 5 business days (excluding Saturdays). Parcels that cannot be delivered to the preferred post station will be held for pickup at a Post branch for 5 business days (excluding Saturdays). The recipient will receive a text message or email notification upon the arrival of the parcel and can collect the parcel immediately after receiving the notification. If the parcel is not collected, it will be returned to the sender.

3.3 Confirmation of acceptance

Post documents the recipient's acceptance of the parcel, if it is a mail item that requires documentation. As far as technically possible with the respective devices (mail receptacles), or if required due to an additional service, the acceptance must be confirmed by signature. The sender expressly recognises the digitised form of the signature provided by the person accepting the parcel and the reproduction of such a signature as proof of delivery.

3.4 Proof of identity

If there are doubts about the recipient's identity, or if the sender has ordered an additional service in this regard, Post is entitled to request proof of identity. Proof of identity can take the form of an official photo ID or, if the person does not have such a photo ID, by a witness, who in turn must prove their identity.

3.5 PO Box (pickup as per agreement)

If the recipient has a valid PO Box contract, parcels will be held until the pickup period expires.

3.6 Refusal of acceptance

3.6.1 The recipient may refuse to accept parcels without providing a reason. Acceptance of a parcel is considered refused, if, in particular, the recipient refuses to accept the notification, to confirm acceptance of the parcel, or to pay the fees and expenses due on the parcel.

3.6.2 The recipient may not generally preclude acceptance in advance or acceptance of certain types of parcels, but may only refuse acceptance on a case-by-case basis.

3.6.3 The recipient may refuse to accept a parcel that was not delivered to them personally after the fact, unless a monetary amount (such as cash-on-delivery, customs fees/duties, etc.) was paid upon handover of the parcel, or if it is a Freight Collect Parcel (Section 2.2.2.3 of the Index of Products and Prices). The parcel in question must be unopened when it is handed back to delivery staff or to a Post branch without delay and with a note stating that it was not accepted.

3.7 Undeliverable parcels

3.7.1 Parcels are undeliverable if they cannot be handed over and there is no **redirection order in place.**

3.7.2 **A parcel is** also deemed undeliverable if

- the recipient refuses to accept the parcel, to pay the cash-on-delivery amount due, to pay the rates and charges due for the parcel, or to confirm acceptance;
- the pickup deadline has expired;
- the parcel has not been collected from the alternative mail receptacle;
- the parcel is found to be excluded from carriage after it has been posted;
- the correct recipient cannot be identified;
- an authorisation to accept mail cannot be substantiated.

3.7.2.1 Undeliverable parcels are returned to the sender. Parcels that are excluded from carriage and whose return may injure people, be harmful to their health or cause material damage will not be returned. In the latter case, the sender will be informed about the undeliverability and the location where the parcel will be held for pickup for one month. Undeliverable mail items bearing a foreign sender's address will not be returned to that foreign address and are deemed dead.

3.7.3 The sender bears all costs of returning a parcel. Acceptance cannot be refused in this case. Should the sender refuse to accept the parcel nonetheless, they will also be charged the resulting storage and disposal fees incurred in Austria.

3.8 Dead parcels

3.8.1 Parcels that can neither be handed over to the recipient nor returned to the sender are deemed dead and will be opened by Post.

3.8.2 If the recipient or the sender can be determined upon opening, the parcel will be processed for onward transmission. In all other cases, parcels will be held for two months, starting from the first day of the month following opening of the parcel. Within this retention period, the sender can reclaim the parcel upon payment of the fees and expenses due on the parcel.

3.8.3 Upon posting a parcel, the sender agrees that dead mail items will become the property of Post after

expiry of the retention period. After transfer of ownership, Post is entitled to sell the contents of the parcel to cover all claims relating to the proper carriage of this parcel for the sender.

3.8.4 If both the recipient and the sender refuse to accept or take back the parcel, the parcel will be considered abandoned after a retention period of 14 calendar days and may be sold by Post. Contents that cannot be sold or that are spoiled may be destroyed.

3.9 Damage assessment

3.9.1 Any damage to parcels that is noticed after posting and that does not allow for due delivery will be repaired by Post, insofar as its operational capabilities allow.

3.9.2 If the nature of the damage suggests that the contents of the parcel may have been damaged or decimated, the extent of the damage will be assessed in the presence of the sender or recipient, if possible.

3.9.3 Should the substitute recipient notice the damage, the parcel will not be handed over to them; rather, it will be held at the Post branch for pickup by the recipient.

3.9.4 Parcels containing items that are at risk of spoiling will be sold at the sender's expense. The proceeds, minus the fees noted on the parcel and due for carriage, will be passed on to the sender along with an explanation of the situation. If this is not possible, or if the contents are already spoiled, the parcel will be destroyed.

3.9.5 If only some of the contents are at risk of spoiling or already spoiled, only the part in question will be sold or destroyed, while the rest will be repackaged. The proceeds – minus the fees and expenses due on the parcel and the fees for carriage – and the remainder of the parcel's contents will be passed on to the recipient along with an explanation of the situation.

3.10 Item inquiry

3.10.1 The sender may request an inquiry into the due delivery of a parcel (or, in the case of a cash-on-delivery order, the correct collection and remittance of the COD amount) within three months from the day following the posting of the parcel, provided they present the proof of posting or the tracking number. The sender must complete the corresponding form for this purpose. (The sender can track the progress of a domestic parcel free of charge by entering the tracking number on the webpage post.at/sendungsverfolgung.)

3.10.2 If the inquiry finds that the parcel was treated in a due manner, the sender is required to pay the inquiry fee upon notification of the result.

4. Liability / Court of jurisdiction

4.1 Liability of Post

4.1.1 Post is liable under the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) for loss and damage to parcels during the period of custody, as well as for exceeding the delivery deadline.

4.1.2 A delivery delay gives rise to a claim if parcels arrive at the delivery point or the recipient, or are held for pickup at the service point, later than five business days (excluding Saturdays) from the business day following the posting of the mail item. 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.

4.1.3 Severe damage is deemed to have been proven if the parcel becomes unusable, illegible, etc., as a result of such damage.

Any damage caused in the course of proper and customary conveyance, and proper and customary handling or loading, does not provide a basis for any claims. Similarly, damage to the packaging alone does not provide a basis for any claims.

4.1.4 In the event of loss, the value of the goods at the place and time of posting will be compensated; in the event of damage, the amount of the depreciation, but only up to the maximum amounts stated below, will be compensated.

4.1.5 In accordance with Articles 23 and 25 CMR, the compensation is – subject to the provisions set out in Sections 4.2 and 4.3 – limited as follows:

- in the event of loss, to a maximum of 8.33 SDR per missing kg of gross weight,
- in the event of damage, to a maximum of the amount that would be payable in case of total or partial loss,
- in the event of any damage demonstrably caused by a delay in delivery, to a maximum of the amount of the fee paid for carriage.

4.1.6 Any further liability of Post, in particular for lost profits, damage caused by delay, pecuniary loss, consequential damage, lost savings, lost interest, as well as damage resulting from third-party claims against the sender, is excluded in accordance with Article 23 CMR.

4.2 Additional liability provisions for parcels without declaration of value

In cases of intent and gross negligence, Post is liable for any damage caused by itself, or by persons for whom Post is legally responsible, to parcels without a declared value beyond the liability limit set out in Section 4.1.5, up to a maximum amount of EUR 510.00. This is based on the fact that Post only admits parcels with a higher value for carriage if a corresponding value declaration is made.

If the sender claims wilful intent or gross negligence, they must produce proof thereof.

4.3 Additional liability provisions for parcels with declaration of value

In derogation from Section 4.1.5, Post's liability in the case of parcels with declaration of value is limited at

- the actual value indicated (commercial value),
- the value indicated, if the value indicated is lower than the actual value,
- the actual value (commercial value), if a higher value was indicated,
- no more than EUR 510.00 for breakage or shock damage in the case of parcels with declaration of value whose contents are fragile or susceptible/sensitive to shocks and which do not bear the note "Zerbrechliches Paket" (fragile parcel) in accordance with Section 2.3.4 of the Index of Products and Prices.

4.4 Additional liability provisions for cash-on-delivery parcels

If Post does not remit the collected cash-on-delivery amount to the recipient specified by the sender, or if the cash-on-delivery amount is not collected upon delivery of the package, the sender may demand from Post payment of the collected amount or an amount equal to the cash-on-delivery amount to be collected.

4.5 Other types of damage

4.5.1 For any damage not covered by the CMR, i.e. damage that did not result from the loss or damage of the parcels during the period of custody (other types of damage), Post is only liable for damage caused by its intentional or grossly negligent conduct. Liability for slight negligence is excluded. The sender is not entitled to compensation for indirect damage, loss of profit, financial loss, consequential damage, unrealised savings or damage from third-party claims. Further, in accordance with Section 4.2, Post is only liable for direct damage up to EUR 510.00.

The limitation of liability for slight negligence does not apply to consumers within the meaning of Section 1 of the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG) for personal injury and damage arising from a breach of the substantive contractual obligation, i.e. the carriage and delivery of parcels.

4.6 Exclusion of liability

The liability of Post is excluded, in particular, if

- the damage is attributable to unsuitable, inadequate or defective packaging, a choice of carriage that is unsuitable given the natural properties of the posted item, insufficient or inadequate labelling of the posted parcel, or fault on the part of the sender;
- the damage is attributable to the fact that a parcel was posted without any packaging (see Section 1.5.2);
- the damage in question is breakage or shock damage and the fragile or shock-sensitive mail item does not bear the note "Zerbrechliches Paket" (fragile parcel) in accordance with Section 2.2.2.2 of the Index of Products and Prices;
- the parcel contains a prohibited item as listed under Section 1.4, or if it has been confiscated or destroyed by a public authority; and
- any damage has been caused by unavoidable circumstances that are independent of the will of the parties. Such circumstances include unforeseeable and unavoidable operational disruptions, official interventions, labour disputes, riots/insurrections, wars, terrorist attacks, boycotts, 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.

4.7 No right of set-off or retention

The substitute recipient may only offset claims or assert a right of retention with undisputed or legally established claims. Consumers within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG) as amended from time to time may also offset counterclaims that are legally related to their liability and furthermore exercise any right of retention to which they are entitled by law.

4.8 Liability of the sender

4.8.1 The sender of a parcel is liable to Post for any damage, costs and expenses that arise from the carriage of items excluded from carriage or from non-compliance with the terms of carriage, and is required to pay Post no less than one-third of the agreed postage fee as compensation for expenses. Post reserves the right to claim further damage, costs (in particular special carriage costs) and expenses. The sender will indemnify and hold harmless Post against any third-party payment claims relating to the due carriage of this parcel for the sender. The fact that Post admits such parcels for carriage does not exempt the sender from their liability, unless the defect was apparent at the time of admitting the item for carriage.

4.8.2 The sender is liable for a period of twelve months, or (in the case of gross negligence or intent) three years, starting from the end of a period of three months after the conclusion of the contract for carriage, for any unpaid fees as well as for charges that Post has rightfully paid on behalf of the sender in connection with the due carriage of this parcel. The limitation period is interrupted if Post asserts its claims for unpaid rates/charges or for the aforementioned amounts against the sender out of court within that period.

4.8.3 In order to safeguard all of its payment claims resulting from the due carriage of a parcel for the sender, Post is entitled to withhold that parcel and, after a 12-month period, sell it by public auction if both the

sender and the recipient refuse to pay the rates/charges in connection with the parcel.

4.9 Complaints

4.9.1 The recipient must report any visible damage or loss no later than at the time of delivery; any damage or loss that is not immediately visible must be reported as soon as it is discovered, but no later than within 7 days (excluding Sundays and bank holidays) at a Post branch in writing (damage report). Claims for damages resulting from a delay in delivery can only be made if a written reservation is addressed to Post within 21 days of the delivery of the mail item to the recipient. In other respects, the provisions of Article 30 CMR apply to complaints.

4.9.2 If the claimant fails to submit a damage report within the specified deadline, they bear the burden of proof that the parcel was handed over to Post in an undamaged and complete condition. In the event that the sender fails to submit a complaint about the delay in delivery in a timely manner, the claim for damages is forfeited.

4.9.3 The claimant must prove that they entered into a contract with Post by presenting proof of posting and appropriate paperwork to substantiate the actual value (commercial value).

4.10 Court of jurisdiction / Applicable law

4.10.1 If a customer is not satisfied with the outcome of a dispute or complaint with Post, they may present it to the regulatory authority. The regulatory authority must strive to find an amicable solution and recommend a course of action. Such recommendation is, however, neither binding nor contestable (Section 53 of the Austrian Postal Market Act). Post is obliged to participate in such proceedings and to provide all information necessary to enable an assessment of the situation.

4.10.2 It is agreed that all legal disputes arising from the contractual relationship entered into on the basis of these GTC – with the exception of Section 4.10.3 – will be referred to the court in the provincial capital of the Austrian Federal State (in Vienna: Vienna's third district) in which the parcel was posted.

4.10.3 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.

Disputes arising from the contractual relationship entered into 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.

Österreichische Post AG
Headquarters, business area „E-Commerce Solutions“
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