INTERNATIONAL PARCEL
General Terms and Conditions

Valid form 01.01.2027

GENERAL TERMS AND CONDITIONS FOR INTERNATIONAL 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 "International 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 to these GTC. Should general emergency situations hinder postal services, Post is 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 International Parcels (herein "Index of Products and Prices"), in which the range of services is defined, is an integral part of these GTC.

1.1.3 The basis for international parcel traffic is governed by the documents of the Universal Postal Union in their respective current versions, as well as other bilateral and multilateral agreements in their respective applicable versions. These GTC reflect the aforementioned regulations, either in an unchanged or adapted form.

1.1.4 For parcel service with the Austrian military post offices, the agreements with the Federal Ministry of Defence of Austria apply.

1.2 Post customer service

For more information, please contact the Post customer service at the following telephone number: 0800 010 100.

1.3 Contractual relationship

1.3.1 Post provides its services 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 when the parcel (International Plus Parcel in accordance with the Index of Products and Prices for International Parcels (herein also referred to as "parcel(s)")) is handed over into the custody of Post (posting). Access points as defined by law are, in particular, branch offices of Post. For more information, contact the Post customer service.

1.3.2 Post undertakes to ship the parcels posted and to forward them to the respective national postal operators or to a company that provides postal services in the destination country, insofar as this is possible according to the respective agreement.

1.3.3 If a parcel does not comply with the provisions under 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.

1.3.4 The sender bears the sole responsibility for complying with export regulations as well as for observing the customs regulations and import requirements of the destination country. Non-compliance with these provisions and regulations will be at the expense of the sender.

1.3.5 If forms must be completed to use certain services of Post, the versions valid at the time of conclusion of the contract (Section 1.3.1) must be used and completed by the sender. Forms not obtained from Post must correspond with Post's forms in terms of format, size, colour and printed markings. It is within Post's discretion whether such forms are sufficiently similar to Post's forms.

1.4 Calculation and payment of fees and duties

1.4.1 The sender is obliged to pay the rate specified in the Index of Products and Prices for each of Post's services used.

1.4.2 Post may defer the fees to business owners within the meaning of the Austrian Companies Act (Unternehmensgesetzbuch – UGB) by separate agreement.

1.4.3 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.

1.4.4 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.

1.4.5 The following rates will only be charged in Austria if they apply to parcels that are redirected or returned to Austria:

- A special fee in accordance with domestic legal regulations for extraordinary security measures in the case of parcels with a declared value.
- Delivery fee for delivery to an address to which deliveries are not typically made, and the recipient has requested the optional delivery service.
- Poste restante fee for each parcel labelled "poste restante". In the case of redirection or return, the amount charged under this title may not exceed SDR 0.49 (SDR = Special Drawing Right; see Section 1.4.9).
- Storage fee for each parcel that is not collected within the specified deadlines, regardless of whether it was sent poste restante or for delivery to a residential address. In the case of redirection or return, the amount charged under this title may not exceed SDR 6.53.

1.4.6 Exemption from charges

Parcels that are addressed to prisoners of war or sent by them, either directly or through the mediation of the information offices under Article 122 of the Geneva Convention on the Treatment of Prisoners of War of 12 August 1949, and the central information offices under Article 123 of the same Convention, are carried free of charge. Combatants who have found shelter or been interned in a neutral country are considered equivalent to actual prisoners of war in the application of the foregoing provisions. These provisions also apply to parcels addressed to or sent by civilian internees within the meaning of the Geneva Convention from other countries, whether directly or through the mediation of the information offices according to Article 136 and the central information office according to Article 140 of the same Convention. Parcels that are either sent or received directly or through the mediation of the aforementioned national information offices and central information offices are also exempt from service fees if they concern prisoners of war and civilian internees within the meaning of the Geneva Convention.

1.4.7 Postal operators may collect from the recipients all duties, in particular customs duties, imposed on the mail items in the destination country.

1.4.7.1 The postal operators must actively seek to have duties (including customs duties) waived if they apply to a parcel that was

- returned to the sender,
- forwarded to a third country,
- abandoned by the sender,
- lost in the course of their service or destroyed because its content was completely damaged or stolen or damaged in the course of their service. In this case, the waiver of duties will only be requested in proportion to the value of the missing contents or the depreciation in value.

1.4.7.2 The Post customer service (see Section 1.2) provides information on whether the duties can actually be waived by the foreign postal operators in these cases.

1.4.8 Overpaid fees for which the corresponding service was not provided will be refunded by Post if the refund request is made within six months from the day following the payment.

1.4.9 Special Drawing Rights (SDRs) are a unit of account created by the International Monetary Fund that is used in international postal transactions. Post can provide information on the applicable SDR exchange rate.

1.5 Items excluded from carriage

1.5.1 Items excluded from carriage (the Post customer service can provide more details [see Section 1.2]) are:

1.5.1.1 Parcels whose contents, external appearance or carriage are in violation of Austrian law or EU community law, or which could cause injury to individuals or their health, or damage property;

1.5.1.2 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);

1.5.1.3 Written documents with the character of a current and personal communication, as well as any type of communication exchanged between persons other than the sender and the recipient or individuals residing with them, except:

- any of the following documents, which contain only essential information, remain unsealed, and relate exclusively to the shipped goods (invoice, delivery docket, shipping list/notification, etc.);
- vinyl records, tapes or wires with or without video or sound recordings, punched cards, magnetic tapes or similar media, and QSL cards (receiving confirmations from amateur radio operators), if the Post branch where these items are posted believes that they do not constitute current and personal correspondence and are exchanged between the sender and recipient of the parcel or individuals residing with them;
- correspondence and documents of any kind having the character of current and persona! correspondence, other than the foregoing, exchanged between the sender and the recipient of the parcel or persons residing with them, if the internal regulations of the postal operators concerned so permit;

1.5.1.4 Narcotics and psychotropic substances; however, this prohibition does not apply to shipments for medical or scientific purposes to countries that allow them under these conditions;

1.5.1.5 Items that are prohibited from being imported or distributed in the destination country;

1.5.1.6 Obscene or immoral articles;

1.5.1.7 Live animals;

1.5.1.8 Counterfeits and/or pirated copies or piracy products;

1.5.1.9 Firearms of any kind (such as rifles, handguns, hunting, signal, toy, sport, and blank guns, etc.) including parts or imitations thereof, as well as ammunition;

1.5.1.10 Military equipment as well as replicas of such equipment;

1.5.1.11 Mail items in so-called "customs transit" (i.e. mail items that have not yet been cleared for customs-free circulation in the EU at the time of posting).

1.5.1.12 The combination of battery-powered electrical/electronic devices with liquids, aerosols and gels (LAG) in one shipment.

1.5.2 Regular parcels without declaration of value containing items listed in Section 2.5.2.2 of the Index of Products and Prices.

1.5.3 Parcels shipped by passenger, all-cargo or all-mail aircraft (air carrier mail) are subject to security controls before being loaded onto the aircraft, in accordance with the provisions of Regulation (EC) No. 300/2008 of the European Parliament and of the Council of 11 March 2008 on common rules in the field of civil aviation security, including any regulations amending or supplementing the same, as well as applicable EU and national rules.

Parcels that are transported in passenger planes, cargo-only planes and mail-only planes (airmail) will be subject to a security check before being loaded into the plane in accordance with the stipulations of "Regulation (EC) No. 300/2008 of the European Parliament and of the Council of 11 March 2008 on common rules in the field of civil aviation security" including any regulations amending or supplementing the same, as well as applicable EU and national rules.

Parcels containing prohibited items as defined by these rules and regulations will, unless declared, be treated in accordance with the applicable legal and administrative regulations and properly subjected to the relevant security measures.

They will be excluded from further carriage by air, and the local competent security authority will be notified. The Post customer service (see Section 1.2) provides detailed information on this.

1.5.4 Carriage of hazardous substances.
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) are excluded from carriage. 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.

1.5.5 Post is not obliged to verify whether a parcel is to be excluded from carriage. However, if Post has reasonable grounds (e.g. due to leaking substances, noises or odours, etc.) to suspect that parcels do not comply with the terms of carriage, that they contain items that are excluded from carriage, or that the declared contents do not correspond with the actual contents, Post does have the right to open and inspect such parcels (in the presence of a witness).

1.5.6 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 carriage of hazardous goods).

In case of imminent danger, Post has the right to take measures to avert or reduce the danger.

1.6 Packaging and sealing

1.6.1 Each parcel must be packaged and sealed in a manner befitting the weight, the shape and the nature of the contents, as well as the mode and duration of conveyance, and in such a way that no conclusions can be drawn about the nature or value of the contents.

1.6.2 It must be packaged and sealed in such a way that the contents are effectively protected against loss, damage and such stresses as mail items are usually exposed to during shipping, such as pressure, impact and being dropped, and ensure 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".

1.6.3 There must be sufficient space on the packaging for the placement of notes and labels.

1.6.4 Each parcel must be packed with particular care if

- it is to be conveyed over long distances;
- it will be subjected to frequent reloading or processing;
- its contents need to be protected against major changes in climate, temperature or, in the case of conveyance by air, variations in atmospheric pressure.

1.6.5 Special packaging is required for parcels containing the following items:

1.6.5.1 Articles of glass, or other fragile objects:
These must be packed in a container made of metal, wood, strong plastic material or strong cardboard, which is filled with paper, wood shavings, or any other suitable protective materials, to prevent any friction or knocks during transport either between the objects themselves or between the objects and the sides of the box;

1.6.5.2 Liquids and substances which easily liquefy:
These must be enclosed in completely leakproof containers. Each container must be placed in a sturdy outer container made of metal, wood, strong plastic material, or strong corrugated cardboard, which must be filled with a sufficient amount of sawdust, cotton, or any other suitable protective materials to absorb the liquid should the container break. The lid of the outer container must be closed in such a way that it cannot easily work loose.

1.6.5.3 Precious metals:
These must be placed in a stout metal container or a wooden box with a wall thickness of at least 1 cm for

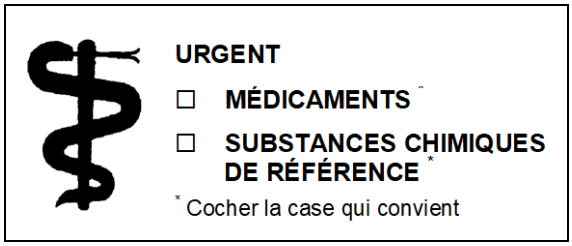
parcels up to 10 kg, and at least 1.5 cm for parcels over 10 kg. If using plywood crates, their walls only need to be 5 mm thick, provided that the edges are reinforced with angle iron. Furthermore, a double packaging consisting of two seamless bags may be used.

1.6.5.4 Fatty substances which do not easily liquefy:
Ointments, soft soaps, resins, etc., as well as silkworm eggs, must first be placed in an inner packaging (box, cloth bag, plastic, etc.), which must in turn be placed in a container made of metal, wood or any other sufficiently resistant material to prevent the contents from leaking.

1.6.5.5 Dry colouring powders:
These products are only allowed in completely waterproof metal containers, which must in turn be placed in wooden boxes, strong plastic containers, or strong corrugated cardboard boxes; the space between the two containers must be filled with sawdust or other appropriate absorbent and protective materials.

1.6.5.6 Dry non-colouring powders:
These products must be placed in sturdy containers (box, bag), which in turn must be placed in strong outer containers.

1.6.5.7 Urgent medicines and chemical reference substances:
Parcels containing urgent medicines or chemical reference substances must bear a light green sticker (dimensions: 62 mm x 44 mm) with black lettering on the address side, in accordance with the sample below:



1.6.6 Non-infectious perishable biological substances must be packaged in accordance with the ÖNORM EN 829 standard.

1.7 Applying the address (= delivery point) and other details

1.7.1 The parcel itself, or a securely attached shipping label address flag, must display the exact address of the recipient and the sender in Latin script and Arabic numerals, in a way that is not easily removable. If a different script or different numerals are used in the destination country, it is recommended to also provide the address in that script and with those numerals. Addresses written in pencil are not permissible.

1.7.2 The address must be given with such accuracy as to ensure proper and quick delivery of the parcel; the address must include the recipient, the street name, house number (if applicable, the staircase and door number), postcode, town/city of destination, and country of destination (for mail items to the US, also the US state). The postcode and the town/city of destination must be written in the same line.

1.7.3 The recipient can only be one individual natural person or legal entity. Addresses like "Mr A in ... for Ms Z in ..." or "Bank of A in ...for Mr Z at..." are only permissible if it is clear that the person indicated as A is the recipient. Furthermore, the addresses of A and Z must be in the same country.

It is recommended that the sender enclose a duplicate of their own address and the recipient's address inside the parcel.

1.8 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 3.9).

2. Posting

2.1 Place and time of posting

2.1.1 Parcels must be posted at a Post branch office within its opening hours.

2.2 Self-labelling

Post may enter into an agreement with senders who regularly post a large number of parcels regarding labelling their parcels with adhesive labels issued or approved by Post (in accordance with Post's Labelling and Pre-Advice Manual), the necessary corresponding pre-advice, weighing their parcels and indicating the weight on them, as well as further required documents/lists.

2.3 Alteration or correction of addresses

2.3.1 After posting, the sender may request the withdrawal of a parcel, or the alteration or correction of a parcel's address, as long as that parcel is still located at the Post branch of posting and the payment of any fees due for each new onward transmission is ensured.

2.3.2 When placing such a request at the Post branch, the sender must prove their identity and present the posting confirmation for the parcel in question.

2.4 Accompanying documents / Customs regulations

The forms (accompanying documents) listed below must be applied to the parcel, and the data must also be recorded electronically at post.at/zollformular (see Section 2.4.3 and 2.4.4). (The Post customer service [see Section 1.2] provides information on exceptions relating to the destination countries; all information provided is subject to change). It is the responsibility of the sender to find out about the export, import and customs regulations applicable in the individual countries and to comply with them. Should the sender fail to observe these regulations, they will bear all negative consequences, costs and risks arising from the mail dispatch.

2.4.1 One or more fully completed customs declarations (CN23) are required

- for parcels containing declarable items to third-country territories within the meaning of VAT law;
- for parcels containing declarable items to those parts of the EU that do not belong to the EU customs territory.

The customs declaration must be completed fully and accurately in accordance with the instructions on its reverse side.

The Post customer service (see Section 1.2) provides information about the number of customs declarations that need to be applied and the languages in which they can be prepared. The contents of the parcel must be specified in detail on the customs declaration; general indications are not permitted.

2.4.1.1 The customs declaration must be accompanied by all supporting documents (invoice(s), certificate(s) of origin, export declaration(s), export/import permit(s), etc.) that are required for customs treatment.

2.4.1.2 The addresses of the sender and the recipient as well as all the other information provided by the sender must be identical on both the parcel and the customs declaration. Should the information not be completely identical, the information on the parcel takes precedence.

2.4.2 According to customs regulations, the sender must declare the export of mail items containing goods to countries or territories that are not part of the EU customs territory at a customs office before posting, if the value per mail item exceeds EUR 1,000.00 or if the goods are subject to export restrictions or special formalities.

2.4.2.1 In the case of mail items to these countries with a value exceeding EUR 1,000.00, the sender must also submit a trade statistics declaration.

For the trade statistics declaration (at the Post branch of posting), the set of forms entitled "Posting confirmation, confirmation of trade statistics declaration, or for VAT purposes" can be used, which also includes a customs declaration. Should certain destination countries require more than one customs declaration for parcels, additional customs declarations must be completed and applied in the required quantity.

2.4.3 Electronic data capture

2.4.3.1 All data required for customs treatment must be inputted electronically at post.at/zollformular prior to posting. In the absence of prior electronic data capture by the sender, Post will subsequently input the data electronically in accordance with the information provided by the sender. This service will be charged to the sender in accordance with the post-capture fee specified in the Index of Products and Prices.

2.4.4 Customs clearance PDDP (Postal Delivered Duty Paid) in a third country (DL)

2.4.4.1 Under the "PDDP customs clearance in a third country" service, for items (up to a specified value, where applicable)

- import duties are calculated and

- the necessary customs data is transmitted electronically to the customs authority of the destination country.

Any import duties that may be payable, as well as all charges incurred as a result of using "PDDP customs clearance in DL", are collected by Post when the consignment is posted.

Due to national regulations in the country of destination, the use of "PDDP customs clearance in DL" may also be mandatory. Details on "PDDP customs clearance in DL" can be found in the country-specific information.

The sender is obliged to enter the customs data required for the calculation of import duties for the consignment electronically at post.at/zollformular. On the basis of this data, the import duties payable to the customs authority of the country of destination are calculated, and any processing fees charged by a customs clearance partner who must be engaged are shown. The sender is solely responsible for the accuracy of the information contained in the customs data.

The consignment must be cleared no later than 14 calendar days after the customs data has been entered electronically. After this period, the customs data must be reentered.

Important note: The actual import duties payable will only be determined by the customs authorities of the country of destination. Should this result in additional charges or refunds from the customs authorities, additional charges of EUR 10.00 or more will be claimed from the sender, whilst refunds of EUR 10.00 or more will be automatically passed on to the sender; smaller amounts will be passed on upon request.

The Post handles the electronic transmission of customs data and – where import duties are payable – the collection and remittance of such duties to the customs authority of the country of destination. In addition, the Post collects and forwards the applicable processing fee charged by the customs clearance partner. To this end, the sender must pay the fee specified in the product and price list.

If, for whatever reason, the consignment is returned, the import duties, charges and fees will not be refunded to the sender.

2.4.5 Import restrictions

2.4.5.1 Upon request, the Post customer service (see Section 1.2) provides information based on the list of prohibited items published by the International Bureau of the Universal Postal Union.

If no prohibitions or restrictions are specified, Austrian regulations apply, provided that they are stricter than the foreign regulations.

2.4.5.2 Where foreign administrative authorities require (import) permits, it should be noted that, in many cases, these can also be obtained by the recipient and are therefore not a mandatory requirement for admission for conveyance.

2.4.5.3 In the event that the sender posts items whose import or distribution is prohibited in the destination country, Post may still admit the mail item if it complies with the other carriage regulations. However, the sender must bear all resulting negative consequences and costs, such as the return of the parcel, confiscation, etc.

2.5 Pre-arranged instructions / Undeliverable parcels

2.5.1 When posting a parcel, the sender must indicate how it is to be treated in case of non-delivery.

2.5.2 The sender can choose from the following instructions:

- immediate return to the sender or
- abandonment of the parcel by the sender.

2.5.3 The Post customer service (see Section 1.2) provides information on restrictions pertaining to the instructions that are permissible in the country in question.

2.5.4 If the postal operator in the destination country or a transit country has not complied with the sender's instructions, they are obliged to cover the carriage costs (outward and inward) as well as any other fees and duties that have not been waived. However, the costs paid for the outward journey are to be borne by the sender if they have given, either at the time of posting or afterward, the instruction that the parcel should be treated as abandoned in the event that it cannot be delivered. Unless otherwise instructed by the sender, the sender must accept that they will not be notified that a parcel will be returned.

2.5.5 Undeliverable mail items bearing a foreign sender's address will not be returned to that foreign address and are deemed dead (see Section 3.6).

2.6 Shipping routes and transit times

2.6.1 The parcels are carried via the most economical shipping routes available. However, the sender cannot request a particular delivery route for carriage. Any such notes on the parcel and/or accompanying documents will not be taken into account.

2.6.2 The Post customer service (see Section 1.2) provides detailed information on the average transit time (from posting through to handover to the recipient).

3. Handing mail items over to recipients

3.1 General handover provisions

3.1.1 In general, parcels are handed over in accordance with the regulations applicable in the destination country.

3.2 Retention periods

3.2.1 When a recipient has been notified of the arrival of a parcel, it is held at their disposal for 7 or 14 days, or a maximum of 1 month, depending on the regulations applicable in the destination country, starting from the day after that on which the notification is sent. Exceptionally, this period may be extended if permitted under the domestic regulations of the destination country. The Post customer service (see Section 1.2) can provide information on this.

3.2.2 When it has not been possible to notify the recipient of the arrival of the parcel, the period of retention is that prescribed by the regulations of the country of destination. The Post customer service (see Section 1.2) can provide information on this. The parcel will be returned to the sender within a shorter time if the sender has so requested.

3.3 Redirection

If the recipient's location changes or the address is altered or corrected, a parcel can be redirected both within the destination country and beyond it.

3.3.1 Within the destination country, redirection may be carried out either at the request of the sender or recipient or automatically if the regulations of that country permit. The Post customer service (see Section 1.2) can provide information on this.

3.3.2 Mail items are only redirected out of the destination country at the request of the sender or recipient. In this case, the parcel must comply with the conditions applicable to onward transmission.

3.3.3 A parcel may also be redirected by air at the request of the sender or the recipient, provided that payment of the corresponding fees or surcharges in respect of the onward transmission is guaranteed.

3.3.4 The sender may forbid any redirection. In this case, the parcel must bear the note "Ne pas réexpédier" (do not redirect) in French or in a language known in the country of destination.

3.3.5 For the first and any subsequent redirection of each parcel, the following may be collected from the recipient:

- For redirection within the country of destination, the charges authorised by the internal regulations of the postal operator concerned for such redirection (the Post customer service [see Section 1.2] provides information on this);

- In the case of redirection out of the destination country, the rates and air surcharges entailed in the onward transmission;
- the fees and duties which the former postal operators of destination did not agree to cancel.

3.4 Returns

3.4.1 Every parcel that cannot be delivered is returned to the sender:

- immediately, if
  - the sender has requested the immediate return;
  - the sender has left an inadmissible instruction;
  - the instructions of the sender have not achieved the desired result.
- immediately after the expiry
  - of the period, if any, fixed by the sender;
  - of the applicable periods of retention, if the sender has failed to leave instructions for how the parcel is to be treated as per Section 2.5.

3.4.2 The parcel will be returned by the lowest-priority route.

3.4.3 The charge for "Parcel return" is payable for each parcel that is returned and cannot be delivered, as well as for wrongly admitted parcels. However, customs clearance fees and storage and poste restante charges are limited to the maximum amounts specified. Acceptance cannot be refused. Should the sender refuse to accept the parcel nonetheless, they will also be charged the resulting storage and disposal fees incurred in Austria.

3.4.4 If the sender has abandoned a parcel that could not be delivered to the recipient, that parcel will be treated by the postal operator of destination according to its own legislation.

3.4.5 Austrian Post will handle customs clearance for parcels returned from a territory that is not part of the customs territory of the Union. The sender must pay the fees specified in the price index for business customers (available at post.at/agb) for this service provided by Austrian Post.

3.4.6 The return of a parcel to the sender due to the suspension of a service is free of charge. The unallocated rates collected for the outward journey will be paid back to the sender.

3.5 Wrongly admitted parcels

3.5.1 When parcels containing articles mentioned in Section 1.5 have been wrongly admitted, they will be dealt with according to the legislation of the country of the postal operator establishing their presence. The Post customer service (see Section 1.2) can provide information on this. Parcels that contain

- narcotics and psychotropic substances,
- hazardous goods according to RID/ADR, unless otherwise specified in the GTC for the carriage of hazardous goods, or
- obscene or immoral articles,

will however be neither transmitted to the destination country nor handed over to the recipient nor returned to the sender; rather, as soon as Post has received information about the further treatment of the mail items, it will notify the sender thereof without delay.

3.5.2 In the case of a wrongly admitted mail item, it will be treated in accordance with the provisions governing unpaid for or insufficiently paid for non-registered letter mail. For this reason, the parcel will not be returned to the sender.

3.5.3 If parcels with a declared value are not permitted or if parcels without a declared value contain the items listed in Section 1.5.2, they will be returned to the sender. Should the postal operator of the destination country establish this circumstance, that postal operator is authorised to deliver the parcel to the recipient under the conditions prescribed by its domestic regulations. The Post customer service (see Section 1.2) can provide information on this. If these regulations do not permit delivery, the parcel will be returned to sender.

3.5.4 If the parcel was wrongly admitted due to an error on the part of Post, the latter will bear all fees and duties. The sender has a right to claim a refund on the fees already paid by them. However, if the parcel was wrongly admitted due to an error on the part of the sender, or if it falls under one of the prohibitions listed in Section 1.5, the uncovered fees and duties will be charged to the sender.

3.6 Dead parcels

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

3.6.2 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. Upon expiry of the period of retention, the parcel will become the property of Post.

3.6.3 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. Unsellable or spoiled contents may be destroyed.

3.7 Parcels arriving out of course

3.7.1 Any parcel arriving out of course as a result of an error on the part of the sender or of Post will be reforwarded to its proper destination by the quickest route (air or surface) used by the postal operator that received the parcel.

3.7.2 If the parcel arrived out of course as a result of an error on the part of the sender, they are liable to Post for the costs incurred.

3.8 Sale or destruction of parcels containing spoiled/decaying items

3.8.1 Articles contained in a parcel of which the early deterioration or decay is to be feared may be sold immediately, even in course of transmission on either the outward or inward journey, without prior notice or legal formality, on behalf of the rightful owner. If, for any reason whatsoever, sale is impossible, the spoiled or decayed articles will be destroyed. The sender must bear the costs of disposal.

3.8.2 When a parcel is sold or destroyed, a formal report is drawn up.

3.8.3 The proceeds of the sale serve in the first instance to defray the charges on the parcel and any disposal costs already incurred. The balance, if any, is sent to the post office of posting to be handed to the sender. The latter must bear the costs of forwarding it.

3.9 Item inquiry

3.9.1 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 payment or remittance of the COD amount, within six 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.

3.9.2 Post also accepts inquiry requests for parcels that arrived in the territory or service of other postal operators. This does not give rise to any liability claims against Post.

3.9.3 If possible, an exact duplicate of the address on the parcel should be attached to the inquiry. For parcels sent to charge areas 2 to 5, a copy of the posting confirmation and/or the CN23 customs declaration must be provided upon request. In the case of a cash-on-delivery parcel, it must also be accompanied by a duplicate of the cash-on-delivery postal order.

3.9.4 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

In international parcel conveyance, Post and the sender are liable in accordance with the following provisions:

4.1 Liability of Post

4.1.1 Post is liable to the sender and, if applicable, the recipient of an international mail item in accordance with the provisions of the documents of the Universal Postal Union or based on multilateral agreements concluded under the Universal Postal Convention for theft, loss and damage of parcels and parcels with declared value.

Furthermore, Post is liable to the sender for returned parcels whose delivery was unjustifiably withheld.

4.1.2 In addition, Post is liable to the sender for delayed delivery, to the extent that the mail items listed in Section 4.1.1 are demonstrably being conveyed within their territory or service (up until they are handed over to foreign postal operators).

A liability-triggering delay occurs if a parcel remains in the custody of Post for more than five business days (excluding Saturdays) from the day after it was posted. 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 The compensation to be paid by Post to the sender – for parcels posted in Austria – amounts to (provided that no liability exclusion applies according to Section 4.2):

- in the case of parcels without declared value, no more than EUR 510.00 (actual value [commercial value]);
- in the case of parcels with declared value, the indicated actual value (commercial value) up to the maximum amount permissible for international parcels with declared value in the destination country;
- 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 2.5.3 of the Index of Products and Prices, no more than EUR 510.00 for breakage or shock damage;
- in the case of parcels whose delivery was unjustifiably withheld, no more than the amount of the fees paid upon posting.

The extent of liability is limited to the actual amount of damage caused to the parcel or its contents. There is no liability for lost profits, interest, consequential damage or non-material damage.

The sender must request an inquiry within the period specified in Section 4.2.1, Paragraph 5, or, if they discover that a parcel returned to them is damaged, they must immediately submit a damage report and prove that the damage did not occur after the parcel was handed over; otherwise they will forfeit their claims. The claimant must prove that they entered into a contract with Post by presenting the proof of posting and the appropriate paperwork to substantiate the actual value (commercial value).

4.1.4 In the case of loss or total damage, Post will also reimburse the sender for all fees paid for these mail items, with the exception of the charge for declaration of value.

4.1.5 It is the sender's responsibility to choose a form of posting that covers, with regard to the scope of services of Post (see IPP), any potential damage resulting from loss or damage.

4.2 Exclusion of liability

4.2.1 The liability of Post is excluded, in particular, if

- the damage is attributable to unsuitable, inadequate or defective packaging, the natural properties of the posted item, or fault on the part of the sender;
- the damage is attributable to the fact that a parcel was posted without any packaging;
- the value declared for a parcel is lower than the actual value of the contents, in the case of the amount exceeding the declared value;
- a parcel without declared value containing fragile or shock-sensitive items did not bear the note "Zerbrechliches Paket" (fragile parcel) in accordance with Section 2.5.3 of the Index of Products and Prices, in the case of breakage or shock damage;
- the mail item contains a prohibited item as listed under Section 1.5 or if it has been confiscated or destroyed by a public authority;
- the sender has not requested an item inquiry within six months of the day after posting the parcel;
- the sender has allegedly committed fraudulent acts with the intention of receiving compensation, and
- for any damage that 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.

4.2.2 Customs declarations

4.2.2.1 Post accepts no liability for customs declarations or for any orders of the customs authority relating to their inspection of parcels that are subject to customs clearance.

4.2.3 Prisoner-of-war and civilian internee parcels

4.2.3.1 Post accepts no liability whatsoever for prisoner-of-war or civilian internee parcels.

4.3 Liability of Post for cash-on-delivery service

Post is liable to the sender in accordance with the provisions of the Universal Postal Convention and the Agreement on Postal Payment Services, as well as the related implementing regulations and final protocols, for the proper collection and payment or remittance of the cash-on-delivery amount. It is also liable to the recipient of the cash-on-delivery mail item for the proper remittance of the cash-on-delivery amount abroad. However, Post is only liable up to the amount of the cash-on-delivery payment.

Post is not liable, however, for any delays in the collection or remittance of cash-on-delivery amounts.

In the case of loss of a cash-on-delivery mail item, the liability provision laid out in Sections 4.1 und 4.2. apply.

4.4 Liability of the sender

4.4.1 The sender of a parcel is liable to Post for any damages, costs and expenses that arise from the carriage of items excluded from carriage or from non-compliance with 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 damages, costs (in particular special carriage costs) and expenses. The sender will indemnify and hold harmless Post against any claims made by third parties. Post's admission of such parcels does not release the sender of their liability.

4.4.2 The sender is liable for a period of three years from the day of posting the parcel for any unpaid rates/charges and for any amounts that Post justifiably laid out for the sender in connection with the due carriage of that mail item. In order to safeguard all of its claims, Post is entitled to withhold that parcel and sell it if both the sender and the recipient refuse to pay the rates/charges in connection with the parcel.

4.5 Court of jurisdiction / Applicable law

4.5.1 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.

4.5.2 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 4.5.3 – will be referred to the court having competence in the subject matter and for the capital of the Austrian Federal State (in Vienna: Vienna's third district) in which the parcel was posted.

4.5.3 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.

4.5.4 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.

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