
PHILATELY

General Terms and Conditions



Valid as of 01 April 2020

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GENERAL TERMS AND CONDITIONS PHILATELY

Valid as of 18 July 2019

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1 Scope

The following General Terms and Conditions (herein "GTC") apply to all orders for the listed items of Österreichische Post AG (herein "Post") within the scope of subscriptions and individual orders, as well as for the postmarking of postage stamps for collectors ("courtesy postmarking").

2 Object of the contract

2.1 Items

2.1.1 Customers can order the following items – subject to change, especially regarding shape, size and design – issued in accordance with the annual issue programme in any combination and in any quantity within the scope of a subscription or individual order (using the codes provided in Annex 1). At the end of each calendar year, subscribers receive information regarding the issue programme for the following year – subject to change.

- Definitive stamps
- Special stamps
- Special stamps with surcharge
- Self-adhesive definitive stamps
- Self-adhesive coil stamps
- Block issues
- Block issues with surcharge
- Minisheets with and without surcharge
- First day covers
- Envelopes
- Maximum cards
- Post cards
- Year packs
- Yearbook special editions
- Yearbooks
- Commemorative sheets
- Explanatory sheets
- Vending machine stamps
- Blackprint quarterly subscription
- "Christkindl" additional stamp
- Stamp Edition 1
- Stamp Edition 4
- Stamp Edition 8
- Stamp Edition 20
- Stamp Edition 20 (self-adhesive)
- Coins
- Other philatelic products and additional items (partly only available for individual orders)
- Dispenser stamps (only available with subscription)

2.2 Postmarking for collectors

2.2.1 Collectors can have their valid, unaltered Austrian postage stamps or postal stationery postmarked by Post free of charge (provided that they are suitable for postmarking). Postage stamps and postal stationery include individual stamps, vending machine stamps, postcards and envelopes with imprinted stamps, as well as other mail items (e.g. made of paper or cardboard) bearing stamps.

These items are postmarked by means of a single stamp impression.

The minimum nominal value for postmarking a postage stamp or postal stationery is the carriage fee for a Letter Mail S (in accordance with Product and Price Index [PPI] PRIO item as per the GTC Letter Domestic as amended). An exception is first-day postmarking for new issues of postage stamps or postal stationery with nominal values below the minimum nominal value.

Post reserves the right to refuse postmarking without stating reasons; in particular, the mail items to be postmarked must not be against public policy and/or the law.

Customers can have their postage stamps or postal stationery postmarked at post offices that are equipped to do so, or the items suitable for postmarking as listed under Section 2.1 may be ordered with the postmark.

2.2.2 Items ordered are delivered with the Vienna date and location postmark (in the case of a subscription with the date of issue, and in the case of individual orders with the actual date), and first day covers bear the official special postmarks. Any special requests regarding postmarking will be met, provided that the codes specified in Annex 1 are stated and the stamp format allows for it.

The post offices only postmark mail items with their specific date and location postmark. Definitive special stamps are also available from philately shops and Phila Punkte (see list at post.at/privat_briefmarken_und_philatelie_philatelie_shops.php).

2.2.3 Standard postmarking:

- Stamps: H half postmark
- Stamps in blocks of four, six, eight or ten: Z central postmark
- Postal stationery: L left corner postmark
- Minisheets/blocks are postmarked in accordance with their appearance; special postmarking requests cannot be taken into account.



2.2.4 Special postmarking:

On the day any stamp or postal stationery is issued, Post's corresponding official special postmark is available. If more than one official special postmark is used per new issue, these special postmarks bear distinctive features; the No. 1 special postmark is on all first day covers ("FDCs"), other official special postmarks bear sequential numbers (2, 3, etc.) and can be ordered as first day stamps ("FDSs"). These special postmarks are only available from the Collector Service, from special post offices and from the Central Philately Postmarking Office 1030 Vienna. All other special postmarks are only available from special post offices and the Central Philately Postmarking Office 1030 Vienna.

Extended postmarking period at the Central Philately Postmarking Office: 14 days after the day (date) of use of the special postmark in question.

Upon the customer's request, stamps or postal stationery sent to the Central Philately Postmarking Office for postmarking are forwarded in a collective envelope or returned, provided that the customer has supplied such a self-addressed and post-paid envelope.

In principle, the Central Philately Postmarking Office processes orders on a first-come, first-served basis. Post cannot guarantee the completion of the order within a certain time or delivery by a specific, requested date.

2.3 Vending machine stamps

2.3.1 Vending machine stamps (herein "VMSs") are stamps printed out on a special machine of Post. Two different motifs are available that are printed alternately onto the stamp roll; every 5th stamp is backprinted with the sequential number. The customer generally receives VMSs with a total nominal value corresponding to the amount paid into the machine in accordance with Section 2.3.5.

2.3.2 It is not possible to exchange VMSs bearing one of the motifs for VMSs bearing the other, nor can VMSs be exchanged for other stamps.

2.3.3 Customers can also order vending machine stamps directly from Post's Collector Service or take out a subscription (cf. Section 3); in this case, vending machine stamps are only issued in pairs, i.e. one stamp per motif.

2.3.4 Special requests cannot be accommodated.

2.3.5 Remuneration

Minimum amount to be inserted:	EUR 0,85
Maximum amount to be inserted	EUR 20,00
Minimum order value:	EUR 1,70

Stamps that are valid in Austria are exempt from VAT.

3 Orders

Orders for items listed under Section 2.1 can be placed as described under Section 3.1 or 3.2.

Initial orders by customers that are consumers within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG) as amended from time to time with a total order value exceeding €250 require an advance payment as specified in Section 8.3.

3.1 Subscription

3.1.1 Conclusion of the contract / Changes to the contract

The customer must send his/her request for a subscription to Österreichische Post AG, Sammler-Service, 1210 Wien, Steinheilgasse 1, (herein "Collector Service"). The form required to conclude the contract ("subscription order form") can be requested from the Collector Service and is also available from all post offices or online at post.at/philatelie. Post will process the request within 6 weeks of receipt and either send the customer a contract (including a customer ID) or communicate in writing the reasons preventing the conclusion of a contract. The customer is bound to his/her request during this processing period. The customer may change his/her subscription with regard to delivery method, ordered items, ordered quantity at any time. The subscription is deemed changed as of the date stated in the subscription amendment confirmation sent by the Collector Service to the customer; however, this applies only on the condition that the requested changes to a particular date can only be accommodated if they reach the Collector Service no later than 6 weeks before this date.

3.1.2 Obligations of Post

Post undertakes to send the customer all the items ordered in a subscription, using the delivery method selected by the customer as specified under Section 3.1.3. The quantity of items ordered is guaranteed. However, it is not possible to deliver different quantities within one category of item; exception: if a customer has a valid special stamp subscription, he/she can order a higher quantity of the EUROPE (M1), Stamp Day (M2) and Christmas (M3) special stamps.



3.1.3 Delivery methods/dates

- Pre-issue date: Only mint items and items that are solely available with postmarks will be delivered. The items will be dispatched on the official pre-issue date (approx. 10 deliveries per year). The mint stamps are not yet postally valid.
- Monthly: All issues released on a pre-issue date (approx. 5 stamps) are dispatched in a single delivery after the last issue date (approx. 12 deliveries per year). These subscriptions can include all mint or postmarked items.
- Quarterly: A quarter comprises approx. one quarter of all new issues of the year. The deliveries are made approx. every 3 months.
- Semi-annually: A half-year comprises approx. one half of all new issues of the year. The deliveries are made between June and August (1st half-year) and between November and December (2nd half-year).

3.1.4 Term of the contract / (Partial) Termination

Upon dispatch of the contract based on the customer's subscription order form, the subscription is deemed concluded for an indefinite period ("conclusion of contract") and may be terminated by either party in writing at any time subject to six weeks' notice. The customer waives his/her right of termination with notice for a period of 12 months after conclusion of the contract.

The right of both parties to terminate the subscription for cause remains unaffected thereby. Good cause exists, in particular:

- if the customer does not accept the subscription items or parts thereof. Post has the right to terminate the subscription to the extent of the part not accepted by the customer;
- if the customer fails to pay the amount charged to him/her for the order within the payment period.

Any credit remaining after termination of a subscription will only be refunded in form of stamps.

3.1.5 Dispenser stamp subscription

This subscription involves the purchase of all dispenser stamps issued during the agreed term of contract at their respective nominal value (3 stamps per motif and nominal value). The customer will receive one delivery per quarter. For the rest, the provisions under Section 3 apply.

3.1.6 Stamp edition subscription

This subscription involves the purchase of the stamp editions issued during the term of contract at their respective nominal value (1 unit each). The Stamp Edition 1 Herbarium subscription involves the purchase of the stamp editions issued during the term of contract at their respective nominal value (5 units each of different motifs). The customer will receive one delivery per quarter. For the rest, the provisions under Section 3 apply.

- 3.1.7 Post reserves the right to terminate subscriptions at any time without notice in accordance with Sections 3.1.5 and 3.1.6. In this case, a payment already made by a customer will be refunded.

3.2 Individual order

- 3.2.1 Independently of a subscription, customers can order individual items from the stock list or request them from the Collector Service, or items from the current stamp issue programme from the Collector Service, while stocks last. Items required by a certain date must be ordered no later than 6 weeks before the date in question.

- 3.2.2 In the case of advance payment, as referred to under Section 8.3, the amount due for the individually ordered items must have been paid into one of the Post accounts listed under Section 8.5., stating the customer ID, no later than 6 weeks before the specified date. Orders via SEPA Direct Debit Scheme (SEPA CORE) or SEPA Business-to-Business Direct Debit Mandate (SEPA B2B) or with payment order will be processed no later than 14 days after receipt of the order; in case of advance payment, after receipt of the payment on the bank account of Post.

- 3.2.3 The General Terms and Conditions for online shopping apply to all orders placed in Post's online shop.

3.3 Delivery

- 3.3.1 Domestic deliveries are generally sent to the customer's shipping address in the form of non-registered eco letters, unless the customer requests delivery as a registered PRIO letter for an extra fee (exception: items valued at more than €75 are always sent in registered PRIO letters).



- 3.3.2 Foreign deliveries are generally sent to the customer's shipping address in the form of non-registered "non-priority" letters, unless the customer requests delivery as a registered and/or "priority" letter for an extra fee (exception: items valued at more than €75 are always sent in registered letters).
- 3.3.3 Items that cannot be sent in a single parcel for technical reasons such as size will be delivered separately; in this case, postage fees will only be charged once.

4 Special services

As a special service – only for items listed under Section 2.1 – Post offers complimentary "special requests" (Section 4.1) and payable "special requests" (Section 4.2) upon provision of the codes listed in Annex 2; the stamps ordered are then prepared in specific ways.

4.1 Complimentary special requests

Complimentary special requests can be ordered by stating the codes specified in Annex 1. In the case of stamps in blocks, the number of requested blocks must be specified under quantity of items (e.g. 4 stamps as a block of four: 1 V). Special requests will only be accommodated if it is possible and the effort involved for Post is not disproportionate.

4.2 Payable special requests

Payable special requests can be ordered by stating the codes specified in Annex 1. When a customer orders a payable special request within the scope of a subscription, Post is obliged to accommodate it, provided that the customer orders it no later than 6 weeks before the delivery date. In the case of individual orders with special requests, these will only be accommodated if it is possible and the effort involved for Post is not disproportionate.

4.3 Kids subscription

4.3.1 Subject matter / Conclusion of the contract

Post offers a kids subscription that includes a colourful 16-page, A4 stamp album, as well as 48 stamps of varying value delivered each year.

The form required to conclude the contract can be requested from the Collector Service and is also available from all post offices or online at post.at/privat_briefmarken_philatelie_briefmarkenabo.php. It may take up to four weeks to process the order. When the order has been processed, Post will send a confirmation notification to the customer's shipping address. This confirmation notification constitutes the conclusion of the contract.

Post reserves the right to decline, without stating reasons, subscription orders or to temporarily or permanently suspend delivery, in particular in the event of a prolonged default in payment after having sent a payment reminder.

4.3.2 Term of the contract / Termination

The contract is concluded for an indefinite period. It can be terminated in writing by either contracting party subject to six weeks' notice; the earliest date for termination is after the first contract year and thereafter at any time. Post reserves the right to discontinue this particular subscription product at any time without notice. In this case, a payment already made by a customer will be refunded.

4.3.3 Delivery method, delivery date

Items will be sent in a non-registered Eco letter to the shipping address provided by the customer in the second half of each month.

4.3.4 Payment

The method of payment must be specified during the ordering process; only such that are provided on the order form are possible. The customer can choose monthly or annual payment.

Furthermore, please refer to Section 8 of these GTC.

5 Right of withdrawal

5.1 Notice of withdrawal

If the customer is a consumer within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG) as amended from time to time, he/she may withdraw from the contract within 14 days of the day on which the customer, or a third party designated by him/her who is not the carrier, last took possession of the goods, without stating reasons.

In the case of contracts for the regular delivery of goods over a fixed period of time (subscription contract), the withdrawal period begins on the day on which the customer, or a third party designated by him/her who is not the carrier, took possession of the goods for the first time.

In order to exercise the right of withdrawal, the customer must inform Post of his/her decision to withdraw from the contract by means of an unequivocal declaration (e.g. a letter sent by mail, a fax or an email): Österreichische Post AG, Sammler-Service, Steinheilgasse 1, 1210 Wien, Austria, tel. national: 0800 100 197; fax: +43 (0) 577 67 – 95195;



email: sammler-service@post.at. The customer may, but does not have to, use the standard withdrawal form provided.

In order to meet the withdrawal deadline, it suffices to send the declaration of withdrawal before the expiry of the withdrawal period.

5.2 Sending items back

In the case that the customer has effectively withdrawn, he/she must immediately, however no later than 14 days of sending the notice of withdrawal, send back or return the goods to:

Österreichische Post AG
Sammler-Service
Steinheilgasse 1
1210 Wien
Austria

The deadline is deemed met if the customer sends the goods back before the 14-day deadline expires. The customer bears the costs of returning the items to the Collector Service.

In the event of loss in value of the goods, the customer is only liable if such loss in value is attributable to the goods being handled excessively for testing their condition, properties and functionality.

5.3 Refund

Unless otherwise agreed, Post will refund all payments it has received from the customer, including postage fees (with the exception of additional charges resulting from a method of delivery other than the cheapest standard delivery offered by Post), without undue delay and at the latest within 14 days of the date of receipt of the notice of withdrawal, using the same method of payment used by the customer in the original transaction; in no event will the customer be charged any fees for such refund. Post reserves the right to refuse a refund until it has either received the goods or until the customer has provided proof that he/she has dispatched the goods, whichever is earlier.

6 Defaults in performance / Damages

If the delivered items deviate from the order (in particular with regard to order quantity, payable special services, quality) or the items are not delivered at all, the customer has the right to assert warranty claims as per Section 6.1, or non-fulfilment claims as per Section 6.2, and/or damage claims as per Section 6.3.

6.1 Warranty in the event of severe damage or inadequate performance

6.1.1 Inadequate performance

If the delivered items are not in accordance with the order (in particular with regard to order quantity, payable special services, quality) – i.e. inadequate performance – the customer can demand another delivery with regard to the items in deviation from the order only. Should this be impossible or the effort involved for Post is disproportionate, Post can refund the price of that part of the order that was delivered in a damaged condition or in deviation from the order, insofar as the customer has already made the payment in question. The customer must return the defective items to the Collector Service without delay. In addition, as far as factually possible, the other statutory warranty remedies, namely price reduction and improvement, are available to the customer.

6.1.2 Warranty claim

Consumers must assert the warranty claim judicially in accordance with Section 6.1.1 within 2 years, and entrepreneurs within the meaning of Section 1 of the Austrian Companies Act (Unternehmensgesetzbuch – UGB) within 6 months; the period begins with the business day (except Saturday) immediately following the delivery date.

6.1.3 Trade transaction (commercial transaction)

If the delivery is part of a commercial transaction, the customer must immediately notify Post in writing of the severe damage, delay or non-performance, otherwise the delivery is deemed to have been duly fulfilled (Sections 377, 378 UGB).

6.2 Default in performance

If the customer does not receive his/her ordered items on time, Post is in (objective) default in performance and the customer can demand a new delivery of the items not delivered; should this be impossible or the effort involved for Post is disproportionate, Post can refund the price of that part of the order that was not delivered, if the customer has already made the payment in question.

6.3 Customer's claim for damages

6.3.1 Post is only liable to the customer for damage caused by Post or persons attributed to Post under the law, in particular with regard to delayed delivery or inadequate performance, only in the event of intent or gross negligence. Liability for slight negligence is excluded. The exclusion of liability for slight negligence does not apply to consumers within the meaning of Section 1



of the Consumer Protection Act (Konsumentenschutzgesetz – KSchG) for personal injury and damage arising from a breach of the main contractual obligation.

- 6.3.2 The customer is not entitled to compensation for indirect damage, loss of profit, financial loss, consequential damage, unrealised savings and damage from third-party claims that result from negligent acts on the part of Post. The limitation of liability does not apply to consumers within the meaning of Section 1 KSchG for gross negligence.
- 6.3.3 If the items the customer receives deviate from the order as per Section 6.1 or the customer does not receive his/her ordered items on time as per Section 6.2, the customer may demand a new delivery with regard to the defective or undelivered items only; should this be impossible or the effort involved for Post is disproportionate, Post can refund the price of that part of the order that deviated from the order or that was not delivered in time, if the customer has already made the payment in question; the liability is restricted in accordance with Section 6.3.4.
- 6.3.4 Liability for damages resulting from damage, delay and non-delivery of goods is capped at the amount of the remuneration paid for the respective order and limited to €75 in any case, unless mandatory statutory provisions stipulate otherwise.
- 6.3.5 If the delivery is delayed due to circumstances beyond the control of the parties, such as force majeure, unforeseeable operational disruptions, interventions by the authorities, transport accidents or industrial disputes, this must be taken into account when assessing whether the delivery was made on time.
- 6.3.6 Claims for compensation of damages due to defective or delayed delivery of the ordered items, as well as other claims for compensation, are to be asserted in writing with the Collector Service (see Section 11) within four weeks from the business day following the delivery (except Saturday) or the latest possible delivery date following the business day (except Saturday).

6.4 Claims arising from postmarking

- 6.4.1 Because this service is complimentary, there are no warranty claims.

- 6.4.2 Post is only liable to the customer for damage caused by Post, or persons attributed to Post under the law, in the event of intent or gross negligence. Post is not liable for damage caused by slight negligence; this does not apply to customers who are consumers within the meaning of Section 1 of the Austrian Consumer Protection Act in the case of personal injury and damage to property handled by Post for processing purposes. The liability is limited to the nominal value of the postmarked stamp or postal stationery, unless precluded by other mandatory legal provisions.

Any liability of Post beyond this, in particular for lost profit, financial losses, consequential losses as well as losses resulting from claims of third parties against the customer is excluded, unless precluded by other mandatory legal provisions.

Claims for damages must be asserted with the Collector Service of Österreichische Post AG (see Section 11) in writing within four weeks of receiving the postmarked stamps or postal stationery.

7 Prices

The detailed price list can be found in Annex 2.

7.1 Items as per Section 2.1 / Domestic place of performance

The amount due for an order comprises the prices of the individual items (nominal values or sales prices) plus the price of the payable special services ordered and postage fees.

The prices specified in Section 2 are gross amounts, i.e. including all statutory duties and taxes, in particular VAT, insofar as they are taxable sales/services within the meaning of the Austrian VAT Act (Umsatzsteuergesetz – UStG) 1994.

7.2 Items as per Section 2.1 / Foreign place of performance (EU or other country)

For deliveries to foreign countries (EU or other countries), the gross amount charged depends on the place of performance (6th VAT Directive [77/388/EEC]) and the applicable tax rate pursuant to the provisions of the respective national VAT legislation.

8 Payment

The customer is in default of payment if he/she has not paid the due amount to Post within 14 calendar days of the due date, unless otherwise agreed in writing. Post reserves the right to charge reminder and collection fees, in particular any legal fees incurred in this regard, and/or to suspend deliveries.



In the event that the payment deadline is not met, Post is entitled, while reserving the right to assert further default damages, to charge in particular bank fees and interest at the level of the statutory interest rate in accordance with the Austrian Companies Act (Unternehmensgesetzbuch – UGB) as amended; the calculation base is the invoiced amount still outstanding upon expiry of the payment term.

8.1 SEPA Direct Debit Scheme

The customer transfers to Post the authority, until further notice, to debit the respective invoice amount from his/her specified bank account with a financial institution domiciled in the SEPA area within the scope of a SEPA Direct Debit Scheme (SEPA CORE) or a SEPA Business-to-Business Direct Debit Mandate (SEPA B2B) approximately 2 days after the dispatch date of a delivery. Post will pre-notify the customer no later than one day before debiting.

The customer is obliged to ensure that there are sufficient funds on the bank account to cover the amount in question. Within the scope of the SEPA Direct Debit Scheme (SEPA CORE), the customer can object within 8 weeks of the debit without any justification.

Any changes to bank details must be communicated to the Collector Service in good time. The unpaid delivery will subsequently be treated the same way as a delivery against invoice. (see Section 8.2).

The customer undertakes to maintain the mandate given to Post and not to revoke it and to ensure that the account stated is sufficiently covered for the debiting of the respective invoice amount.

8.2 Payment order

This payment method is only available to customers in Austria and Germany. Because payment orders are processed automatically, any notations cannot be considered. The fee is due on the date of dispatch of the ordered delivery (date on postmark).

Consumers within the meaning of the Austrian Consumer Protection Act can only pay by payment order if the total order value is €500 or less; should the total order value exceed €500, advance payment (in accordance with Section 8.3) is required.

8.3 Advance payment

Before a delivery is dispatched, the payment must have been received on one of the accounts of Post (bank account) in accordance with Section 8.5:

Payments via bank remittance to a bank account of Post are possible in accordance with Section 8.5. The customer bears the costs of any transfer fees or bank fees.

8.4 Credit card payment

8.4.1 Visa, MasterCard and Diners Club cards can be used for payments worldwide, provided that the customer has given his/her consent. The exact amount due for the delivery in question will be charged to the card approx. 2 days after the day of dispatch of a delivery. The customer is obliged to ensure that there are sufficient funds on the credit card to cover the amount in question.

8.4.2 The credit card must be valid for at least one more month at the time of ordering or invoicing (in case of subscribers).

8.5 Accounts of Post

The customer can make advance payments or regular payments to the following account:

**BIC: BAWAATWW, IBAN:
AT96600000007500015.**

9 Retention of title

Until payment has been made in full, the items remain the property of Post.

10 Exchange

If a customer purchases stamps from Post for collecting purposes in an individual order and such stamps are denominated in currencies that are no longer legal tender (e.g. Schillings or Kronen), it is not possible to exchange them for valid Euro-denominated stamps.

Similarly, it is not possible to exchange postmarked stamps and postal stationery for unpostmarked ones, just as a refund of the value of the postmarked stamps or postal stationery is excluded.

11 Contact

11.1 Inquiries regarding subscriptions and orders

If you have any questions regarding subscriptions or orders, please contact the following address and state your customer ID:

Österreichische Post AG

Sammler-Service
Steinheilgasse 1
1210 Vienna
Austria

Fax: +43 (0) 57767 95195

Telephone: +43 (0) 57767 95095
(toll free in Austria: 0800 100 197)

E-Mail: sammler-service@post.at, stamps@post.at

Internet: post.at, post.at/philatelie



11.2 Inquiries regarding special postmarking

If you have any questions regarding special postmarks, please contact the following address and state your customer ID:

Österreichische Post AG

Zentrale Stempelstelle-Philatelie
Rochusmarkt 1
1030 Vienna

Austria

Telephone: +43 (0) 664 624 2794

E-Mail: pa.1006.zentralestempelstelle@post.at

12 Data protection

Post will comply with the statutory provisions on data protection, in particular the Austrian Federal Act concerning the Protection of Personal Data (Datenschutzgesetz – DSG, Federal Law Gazette I 120/2017 as amended), and the EU General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data – GDPR), as well as the Austrian Telecommunications Act (Telekommunikationsgesetz – TKG, Federal Law Gazette I No. 70/2003 as amended) or any statutory regulations replacing it.

Post will use the data provided by the customer for the purpose of processing the contract and will also transfer it to the necessary partners for the same reason.

13 Concluding provision

Customer declarations: Any declarations by the customer to Post that are subject to deadlines, in particular individual orders in accordance with Section 3.2, changes in accordance with Section 3.1.1, complimentary or payable special requests for specific dates in accordance with Section 4, notices of termination in accordance with Section 3.1.4, must be made to the Collector Service. The declaration is deemed received in a timely manner if the date on the postmark is no later than the deadline in question.

14 Applicable law / Court of jurisdiction

14.1 Governing law

Any disputes arising out of or in connection with a contract based on these GTC will be subject to Austrian law, unless precluded by other mandatory legal provisions, with the exclusion of the UN Convention on Contracts for the International Sale of Goods and conflict of law provisions.

14.2 Venue

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.

Otherwise, unless precluded by other mandatory legal provisions, it is agreed that the exclusive venue is the court having competence in the subject matter and for Vienna's third district.

15 ANNEX 1 – Codes

15.1 Item codes

Item		Code
Explanatory sheets	*	ABH
Vending machine stamps	*	AWZ
Vending machine stamps, small set	*	AWZ-1
Vending machine stamps, Reco	*	AWZ-2
Vending machine stamps, Reco, international	*	AWZ-5
Vending machine stamps, set, international	*	AWZ-4
Vending machine stamps, large set	*	AWZ-3
Block issues	*	BL
Block issues with surcharge	*	BLZ
Envelopes	*	BU
Definitive stamps		FM
Definitive stamps, self-adhesive, sheets of 10	*	BMS10
Definitive stamps, self-adhesive, booklet of 4	*	BMS4
Dispenser stamps 1	*	DP1
Dispenser stamps 2	*	DP2
Dispenser stamps 3	*	DP3
Dispenser stamps 4	*	DP4
First day covers (special postmark numbered 1)	*	FDC
First day covers (other special postmarks numbered 2 and up)	*	FDS
Commemorative sheets	*	GB
Yearbook special editions	*	JB
Year packs	*	JZ
Yearbooks	*	JG
Minisheets with surcharge		KBZ
Minisheets without surcharge		KB
Stamp Edition 1	*	ME1
Stamp Edition 4		ME4
Stamp Edition 8	*	ME8
Stamp Edition 20	*	ME20
Stamp Edition 20, self-adhesive	*	ME20SK
Maximum cards	*	MX
Coins	*	MÜNZ
Philatelic numismatic covers	*	NUMIS
Only explanatory sheets, without stamps	*	ABS
Postcards	*	PK
Blackprint	*	SD
Special stamps		SM
Special stamps with surcharge		SMZ
Special stamps, self-adhesive	*	SMSK
“Christkindl” additional stamp	*	LZ
Additional quantity, Europe motif		M1
Additional quantity, Stamp Day motif		M2
Additional quantity, Christmas motif		M3



15.2 Postmark codes

Code		Description
H	Half postmark	Standard postmark near bottom edge, date legible
V	Full postmark	Postmark across the entire stamp image
L	Left corner postmark	Standard postmark for FDCs
R	Right corner postmark	Postmark near bottom right corner, date legible
Z	Central postmark	Central postmark for stamp blocks

15.3 Complimentary special requests

(not possible for items marked * Section 15.1)

Code	Description	Without special request (Section 15.4) without fee
E	Standard	Single item / No special requests
EW	Single item horizontal	Horizontal se-tenants from 2 stamps upwards
ES	Single item vertical	Vertical se-tenants from 2 stamps upwards
V	Block of 4	4 stamps in one unsevered unit
SW	Block of 6, horizontal	6 stamps in one unsevered horizontal unit
SS	Block of 6, vertical	6 stamps in one unsevered vertical unit
AW	Block of 8, horizontal	8 stamps in one unsevered horizontal unit
AS	Block of 8, vertical	8 stamps in one unsevered vertical unit
ZW	Block of 10, horizontal	10 stamps in one unsevered horizontal unit
ZS	Block of 10, vertical	10 stamps in one unsevered vertical unit
B	Sheet	One complete sheet / all stamps unsevered

15.4 Payable special requests – Codes

(not possible for items marked * Section 15.1)

For prices, see Annex 2, Section 16.3

Code	Description	
E	Corner edge item	Corner edge item subject to availability
ERO	Top right corner	
ELO	Top left corner	
ERU	Bottom right corner	
ELU	Bottom left corner	
RO	Top edge	
RU	Bottom edge	
RR	Right edge	
RL	Left edge	
TO	Sheet top	Min. 15 stamps, total quantity must be entered
TU	Sheet bottom	Min. 15 stamps, total quantity must be entered
TR	Sheet right	Min. 15 stamps, total quantity must be entered
TL	Sheet left	Min. 15 stamps, total quantity must be entered
DIV	Other requests	



15.6 Subscription – Codes

Code	Type of subscription
	Motif subscription (special stamps)
M10	History/Religion/Society
M20	Art/Culture/Architecture
M30	Sport/Nature/Places of interest
M40	Technology/Business/Science
	Motif subscriptions Plus (including definitive stamps)
M11	History/Religion/Society
M21	Art/Culture/Architecture
M31	Sport/Nature/Places of interest
M41	Technology/Business/Science
	Kids subscription
KIDS	Kids subscription

16 ANNEX 2 – Price list

The prices are gross amounts, i.e. including all statutory duties and taxes, in particular VAT, insofar as they are taxable sales/services within the meaning of Austrian VAT Act (Umsatzsteuergesetz – UStG) 1994.

16.1 Postage fees within Austria

Product	Price
Pre-issue date subscription	--
Monthly subscription	--
Quarterly subscription	--
Semi-annual subscription	--
	--
Individual orders valued €20 or more	--
Individual order valued under €20	EUR 4,95
Registered post (upon request)	EUR 2,30



16.3 Versandspesen ins Ausland

Product	Price
Pre-issue date subscription	EUR 1,45
Monthly subscription	EUR 1,45
Quarterly subscription	--
Semi-annual subscription	--
	--
Individual orders valued €20 or more; EUROPE and WORLD charge areas	--
Individual orders valued under €20; EUROPE and WORLD charge areas	EUR 9,95
Individual orders valued under €20; WORLD charge area	EUR 14,95
Registered post (upon request)	EUR 2,85
Priority (upon request or in case of overseas deliveries)	EUR 1,45

EUROPE charge area:

Albania, Andorra, Armenia, Azerbaijan, Belgium, Bosnia-Herzegovina, Bulgaria, Denmark (including Faroe Islands and Greenland), Germany, Estonia, Finland, France (Including Guadeloupe, French Guyana, Martinique, Mayotte, Réunion, St. Pierre and Miquelon), Georgia, Gibraltar, Greece, Great Britain and Northern Ireland (including Guernsey, Jersey, Isle of Man), Ireland, Iceland, Italy, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Macedonia, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal (including Azores, Madeira), Romania, Russian Federation, San Marino, Sweden, Switzerland, Serbia, Slovakia, Slovenia, Spain (including Balearic Islands, Canary Islands), Czech Republic, Turkey, Ukraine, Hungary, Vatican, Belarus, Cyprus.

WORLD charge area:

All countries and territories not in the Europe charge area.

16.4 With respect to Section 4.2 Special services/requests

The prices are gross amounts, i.e. including all statutory duties and taxes, in particular VAT, insofar as they are taxable sales/services within the meaning of Austrian VAT Act (Umsatzsteuergesetz – UStG) 1994. The prices stated are for individual items.

Code	Product		Price
E	Corner edge item	Subject to availability	EUR 0,15
ERO	Top right corner		EUR 0,15
ELO	Top left corner		EUR 0,15
ERU	Bottom right corner		EUR 0,15
ELU	Bottom left corner		EUR 0,15
RO	Top edge		EUR 0,07
RU	Bottom edge		EUR 0,07
RR	Right edge		EUR 0,07
RL	Left edge		EUR 0,07
TO	Sheet top	Min. 15 stamps	EUR 0,15
TU	Sheet bottom	Min. 15 stamps	EUR 0,15
TR	Sheet right	Min. 15 stamps	EUR 0,15
TL	Sheet left	Min. 15 stamps	EUR 0,15
DIV	Other requests		EUR 0,73

16.5 Kids subscription

The monthly fee is €3.99.



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