POST EXPRESS
General Terms and Conditions

Valid from 01.01.2027

GENERAL TERMS AND CONDITIONS FOR POST EXPRESS AUSTRIA AND INTERNATIONAL

Valid from 01.01.2027 (issue no. 1/2027)

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1. General part

1.1 Scope of application and legal basis

1.1.1 These General Terms and Conditions (hereinafter "GTC") are valid for the contractual legal relationship between Österreichische Post AG (hereinafter: "Post") and its customers in the area Post Express Austria and International.

1.1.2 The "Index of Products and Prices Post Express Austria and International" in which the scope of services is defined in more details forms an integral part of these GTC.

1.2 Contractual relationship

1.2.1 Post provides its Post Express Austria and International services exclusively according to the provisions of these GTC as amended at the date of conclusion of the contract.

1.2.2 The contractual relationship with the sender is exclusively concluded on the basis of these GTC upon handover of the Post Express shipment into the custody of Post (posting). Any regulations deviating from the GTC require an explicit written agreement.

1.2.3 Should a Post Express shipment not comply with these GTC, Post may decline acceptance or return a Post Express shipment already in its custody at any stage of transport. The sender shall bear any costs incurred.

1.2.4 If forms are required for Post to render services, these must be used as amended at the date of conclusion of the contract (see point 1.2.2) and filled out by the sender. Forms not received from Post must correspond to those issued by Post (according to Post's label and avisodata primer (Belabelungs- & Avisodatenfibel available at post.at/geschaeftlich_versenden_paket_versand_kunden_versandsoftware.php) in terms of shape, size, colour and print. Post shall decide whether third-party forms are operationally compliant in the sense of these GTC.

1.3 Post-Customer Service

Post-Customer Service provides information and further details at the free hotline:
+43 50 664 8 664 940

1.4 Determination and payment of fees

1.4.1 In principle, the sender shall pay the fee listed in the Index of Products and Prices Post Express in cash at the moment of posting for all services used. No information concerning the payment of the fee must be affixed on the Post Express shipment (neither franking-machine impression nor stamps).

1.4.2 It is not allowed to send Post Express shipments for which the transport fee must be paid by the recipient.

1.4.3 Post may defer payment of fees to entrepreneurs in the sense of the UGB according to separate agreements.

1.4.4 Fees paid for services that were not rendered shall be paid back by Post upon request of the sender within six months from the day following the posting of the shipment and if corresponding proof is presented.

1.4.5 For senders who have labelled their Post Express shipment themselves with the agreement of Post and according to its specifications - with which the sender must ensure compliance - the initial scan of the Post Express shipment in one of Post's distribution centres serves as basis for accounting.

1.4.6 In the event that fees are debited from the bank account specified by the customer under the SEPA direct debit scheme (SEPA CORE) or the SEPA business direct debit scheme (SEPA B2B) by Post, a pre-notification is sent by Post at least one day before the account is debited.

1.5 Items excluded from transport

1.5.1 The following items are excluded from transport:

- Post Express shipments, whose content, external design or transport violate Austrian law or EU Community law or may injure persons, damage health or cause damage to property;
- Post Express shipments that are unsuitable for Post's operating system due to their content or condition (e.g. easily/quickly perishable (rotting) goods of any kind);
- goods without transport packaging;
- things with a value exceeding EUR 10,000.00;
- Living animals.

1.5.2 Dangerous goods that fall within the scope of the Dangerous Goods Transport Act (Gefahrgutbeförderungsgesetz, GGBG, BGBl I 145/1998) as amended as well as dangerous waste and problem substances as laid down in the Waste Management Act 2002 (Abfallwirtschaftsgesetz 2002, AWG 2002, BGBl I 102/2002 as amended), are excluded from transportation, unless special provisions in the "General Terms and Conditions for sending hazardous goods" provide otherwise. Dangerous goods are substances, items, preparations or waste that exhibit at least one hazardous characteristic as defined in the provisions of the European Agreement on the International Carriage of Dangerous Goods by Road (ADR), e.g. explosive, gaseous, flammable, oxidising, toxic, infectious, corrosive or radioactive.

1.5.3 In addition, the following are not authorised for transport with the Post Express Austria service: Normal Post Express shipments without indication of the value which contain an item listed under point 3.3.4 of the Index of Products and Prices Post Express.

1.5.4 Furthermore, in addition to points 1.5.1 and 1.5.2, the following items are not authorised for transport in international Post Express shipments:

- Things with a value exceeding EUR 510.00;
- alcohol; alcoholic beverages (spirits);

- goods of particular value (e.g. art objects; jewellery; antiquities; unicums; precious metals/stones; semi-precious stones, pearls, gold and silver (ware);
- credit and bank cards (blank and signed) and SIM cards;
- weapons and firearms of any kind (such as cutting weapons, stabbing weapons, thrust weapons guns, handguns, hunting weapons, flare guns, sport guns and alarm guns, etc.) including parts or imitations of such ammunition;
- all contents according to the Washington Convention on International Trade in Endangered Species of Wild Fauna and Flora (such as skins, furs; horns; ivory; etc.);
- skins and furs;
- dangerous goods according to IATA regulations;
- mortal remains (incl. ashes);
- dead animals and infectious parts (e.g. untreated feathers) thereof;
- watches of all kinds;
- jewellery (excl. costume jewellery), gemstones and precious stones (crystals);
- illegal drugs, medical cannabis, THC-/CBD-products, narcotics, tobacco, tobacco products and electronic cigarettes;
- valid/invalid means of payment (e.g. cash, coins, cash cheques);
- prepaid cards;
- obscene or indecent items;
- negotiable documents; bearer instruments and bearer value documents (deeds that grants the owner immediate claims to receiving a service or payment such as e.g. payment instructions, travellers cheques) as well as banderoles and revenue stamps;
- plants and seeds;
- fakes, pirated copies or pirated products;
- military devices as well as reproductions of such;
- personal items and unaccompanied luggage in backpacks or sports bags;
- goods that were not released for free circulation in the EU at the time of mailing;
- goods in connection with a customs document (ATA carnet) as well as
- goods intended for temporary import or export.
- The combination of battery-powered electrical/electronic devices with liquids, aerosols and gels (LAG) in one shipment. (Valid from 01.09.2025)

Information on additionally applicable exclusions pertaining to each country are available at the Post-Customer Service (see point 1.3).

1.5.5 Post Express shipments that are transported in passenger planes, cargo-only planes and mail-only planes (air mail), will be subject to a security check before being loaded into the plane in accordance with the regulations of "Regulation (EC) no. 300/2008 of the European Parliament and Council dated 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.

Unless they have been registered, treated in accordance with the effective legal and administrative provisions and duly subjected to the security measures that are in place, Post Express shipments containing prohibited items within the meaning of this Regulation will be excluded from further transport by air, and the local security authorities will be notified. Post - Customer service (see section 1.3) provides more details on this.

1.5.6 Post is not obliged to examine exclusions of transport. However, if it suspects (e.g. due to leakage of substances, perception of noises and/or odours, etc.) that such exclusions exist, non-compliance with the terms and conditions of transport or that the declared content does not correspond to the actual content, it is entitled to open and inspect (with the involvement of a witness) the Post Express shipment - unless otherwise provided by law. Notwithstanding this, the sender is responsible for the correct and complete indication of the content of the Post Express shipment (see also Section 1.7.2.5).

1.5.7 If a Post Express shipment is found to contain items excluded from carriage by post, it will be handed over to the sender or the addressee - as far as this is possible without risk (particularly with regard to the provisions on the carriage of dangerous goods).

1.5.8 In case of imminent danger, Post is entitled to take measures to avert or reduce the danger.

1.6 Packaging and sealing

1.6.1 The sender undertakes to ensure appropriate transport packaging (= outer and inner packaging) as well as secure sealing. The packaging and the sealing must efficiently protect the content of the Post Express shipment against loss and damage as well as against strains that the shipment is subject to during transport - pressure, impacts and falls in particular - during the entire course of transport. The packaging cannot allow to draw conclusions on the type and value of the content and must prevent access to the content without leaving visible traces of an interference. Insofar as this is possible, packaging and sealing are checked for obvious defects upon posting. The undisputed acceptance of Post Express shipments does not justify the assumption that the packaging or sealing does not present externally visible defects or the packaging is suitable for the actual transport. Recommendations for "Parcel packaging and labelling for best results" are available on post.at.

1.6.2 Post Express shipments that are obviously unsuitable for shipping due to their packaging, sealing or other reasons are not accepted or are sent back to the sender after acceptance. The sender shall bear any costs incurred up to the time of return.

1.7 Affixing the address and other information

1.7.1 Post Express Austria

1.7.1.1 An address (not easily removable) in Latin letters and Arabic numerals as well as a Post Express time sticker must imperatively be affixed on every Post Express shipment. The address may - except for Post Express shipments with indication of the value - also be placed under a transparent packaging, a window or on a sturdy label (address tag) affixed to the Post Express shipment with sufficient strength. The address must contain the following information aligned left and from top to bottom:

- The recipient (natural or legal person);
- the delivery point (in particular the street, house number and if necessary, the staircase and door number) as well as
- the postal code and city/town.

1.7.1.2 The desired transport service cannot be provided if the address is incorrect or incomplete.

1.7.1.3 For Post Express shipments to parcel PO box holders the delivery point must be accompanied by the information "box". Should a post office have its own postal code for Post Express shipments to parcel PO box holders, it must also be indicated.

1.7.1.4 The mandatory sender details must be affixed on the address side - on the upper left side if possible - or in a way to exclude any confusion with the recipient address. For Post Express shipments without indication of the value with the information "competition work", reference numbers are also permissible as sender details.

1.7.1.5 The required documentation and information must be affixed on the largest surface of the Post Express shipment.

1.7.2 Post Express International

1.7.2.1 For Post Express international shipments, either

- the Express bill of lading

  or

- the Express online bill of lading (post.at/postexpress) must be used.

1.7.2.2 The sender information must be affixed legibly (preferably in block letters) in Latin letters and Arabic numerals. Indicate a contact person with a telephone number/email address for questions/clarifications.

1.7.2.3 The recipient information must be affixed legibly (preferably in block letters) in Latin letters and Arabic numerals. For deliveries in the country of destination, indicate, if possible, a contact person with a telephone number/email address. This information is mandatory for shipments to different countries (more information available at the Post-Customer Service (see point 1.3). Shipments cannot be addressed to PO boxes or "poste restante".

1.7.2.4 The desired transport service cannot be provided if the address is incorrect or incomplete.

1.7.2.5 The content must be detailed and described precisely on the Post Express form (in particular due to the rigorous safety regulations for air traffic). General formulations such as "samples", "sport equipment", "metal objects", "clothes", "PC parts", etc. are not permissible. For further information, contact the Post-Customer Service (see point 1.3). Consult the definition list of the corresponding country to know whether the Post Express shipment content is to be listed as document or goods shipping. For further information, contact the Post-Customer Service (see point 1.3).

1.7.2.6 When sending goods that might be rejected as dangerous because they bear an unusual designation or look conspicuous, it must be indicated clearly on the Post Express form (field 3) that these are not classified as dangerous. The information "not restricted" must be entered.

1.7.2.7 It is the sole responsibility of the sender to learn about the applicable import, export and customs provisions in each country. Should the sender not respect these provisions, it shall bear all disadvantages, costs and risks resulting from the shipping. For further non-binding information on export regulations, contact the Post-Customer Service (see point 1.3).

1.7.2.8 In the EU (with the exception of third territory), merchandise shipments do not require additional accompanying documents if the country of origin of the merchandise is an EU country or if customs for the merchandise was cleared upon importation in the EU.

1.7.2.9 If recipient data (in particular e-mail address and telephone number) is provided by the sender, the sender declares that he is entitled to pass on this data in connection with the provision of services and shall indemnify and hold harmless Post in this respect.

2. Posting

2.1 Place and time of posting

2.1.1 Post Express shipments can be posted at a post office or at another access point intended for this purpose during opening hours. Precise acceptance times can be agreed separately with Post, e.g. in case of shipping large quantities.

2.1.2 The day on which the Post Express shipment was handed over to Post is only considered as the posting day if the Post Express shipment was handed over

before the closing time for Post Express shipments provided in the service overview.

2.2 Proof of posting

The posting of a Post Express shipment is confirmed to the sender.

3. Delivery

The delivery of Post Express shipments is carried out by way of physical delivery (point 3.1) or collection (point 3.2). A special agreement can be concluded with the recipient regarding the delivery of Post Express items intended for him/her.

Person authorised to accept delivery

A person authorised to accept delivery is authorised

- by virtue of statutory or officially or judicially granted power of representation,
- by virtue of institutional regulations, if the recipient is subject to such regulations,
- by virtue of a postal power of attorney or a judicially certified or notarised legal power of attorney

to receive shipments.

Substitute recipient

The substitute recipient is a person who is present at the delivery point of the recipient or the person authorised to accept delivery of the shipment, who has legal capacity and is willing to accept the shipment (e.g. relatives, housemates, porter, employees at the incoming post office or goods acceptance point, etc.). Only Post Express shipments with no indicated value or with a value of EUR 1,500.00 or less will be delivered to a substitute recipient, as well as notifications of Post Express shipments that cannot be delivered at the delivery point and provided the recipient has not objected to this in writing in advance**.**

3.1 Delivery via handover in Austria

3.1.1 Post Express shipments will be delivered to the recipient specified in the address, a person authorised to accept delivery or a substitute recipient, unless expressly stated otherwise in these GTCs. The recipient is informed of any failed delivery attempts, if possible by phone or by other rapid means.

3.1.2 Post Express shipments with an indication of value and/or COD of more than EUR 3,000.00 will not be delivered, but will be announced by pre-advice and must be collected by the recipient from the specified Post office within the specified opening hours.

3.1.3 Post Express shipments labelled as “personal” (subject to a fee) are exclusively handed over to the recipient (natural person) after conduct of an identity check.

3.1.3.1 Post Express shipments without indication of the value and without COD that are addressed to a natural person may also be delivered to a neighbour, if no person authorised to receive shipments is available at the point of delivery and the recipient has not objected to this. The recipient must be informed of this in writing.

3.1.3.2 If the recipient has named specific persons as substitute recipients in writing to Post, it shall only deliver the shipment to these persons as an alternative.

3.1.3.3 Post may demand that, for recipients at community houses (hostels, tourist accommodations etc.), on camping sites or at other delivery points where delivery is not possible without considerable impediments to Post's operations, the authorised parties at the delivery point (owner, manager, operator, etc.) must name one or several persons as substitute recipients at the delivery point for Post Express shipments without indication of value. If no substitute recipient is named or if a substitute recipient objects to the substitute delivery, Post may treat incoming Post Express shipments that cannot be duly delivered in any other way as undeliverable.

3.1.3.4 The following are excluded from substitute deliveries: Post Express shipments that have arrived damaged. This does not apply to damaged Post Express shipments that have been delivered on request of the sender or recipient after determination of the damage.

3.2 Pickup at the post office counter in Austria

3.2.1 Recipients who wish to reserve the pickup of their Post Express shipment must conclude a written agreement with the post office of delivery. A pickup reservation agreed by the recipient for other postings is not valid for Post Express shipments.

3.2.2 Post shall charge a post storage fee according to the Index of Products and Prices Post Express for picking up Post Express shipments at the request of the recipient as well as for storage until pickup at the request of the sender.

3.2.3 For undeliverable shipments a notification is left at the delivery point ("Yellow Sheet"). These Post Express shipments are held at the post office as indicated on the notification (or notice) for a period of 10 calendar days or for minimum 10 calendar days in an alternative delivery appliance. Post Express shipments with the information "poste restante" are held for pickup without delivery. Pickup at a post office is in principle possible from the next working day following the notification (notice) (except Saturdays) or, in case of "poste restante" Post Express shipments, from the day of arrival, unless an earlier pickup date was indicated by Post. Once the collection deadline has expired, Post Express shipments are handled as undeliverable. The Post Express shipment held ready will be delivered to the person who holds the notification (pre-advice) and presents it, unless an additional service ordered by the sender provides otherwise or there is doubt about the person’s identity.

3.2.4 Post Express shipments to a desired post office or a desired pick-up station will be kept ready for collection for a period of 5 working days (excluding Saturdays). Post Express consignments that cannot be placed at the requested collection station will be kept ready for collection at a post office for a period of 5 working days (excluding Saturdays). The recipient will be notified by SMS or Email that the Post Express shipment has arrived and can pick up the Post Express shipment immediately after receiving this notification. If it is not collected, the Post Express shipment will be returned to the sender.

3.3 Confirmation of receipt

The receipt of the Post Express shipment is documented by Post, stating the acceptance time, to the extent it is a Post Express shipment requiring documentation. If the respective devices (delivery device) have the technical capability to capture a signature or if required due to an additional service, receipt must be confirmed by signature. The digitalised form of the signature provided by the accepting party and the reproduction of such a signature shall be recognised as proof of delivery.

3.4 Proof of identity

3.4.1 If there is any doubt about the identity of the person accepting the shipment or if the sender has ordered an additional service in this regard, Post is entitled to request proof of identity. Proof of identity can be provided by an official photo ID or, if the person does not possess such a photo ID, by a witness, who in turn must prove their identity.

3.5 Delivery of Post Express shipments abroad

The delivery of Post Express shipments abroad takes place through delivery by or pickup from Post's cooperation partners and according to the provisions of the target country. The shipment is delivered to the recipient or to a person authorised to receive shipments. For further information is available at the Post-Customer Service (see point 1.3).

3.6 Redirection/Parcel redirection in Austria

3.6.1 Post Express shipments are redirected if the recipient has concluded a redirection agreement or the recipient uses the parcel redirection.

3.6.2 The sender is entitled to exclude redirection by applying the information "Do not redirect" (free of charge). Post is bound by the sender's wish in that matter, which even takes precedence over a redirection order. Post shall not disclose the recipient's new address to the sender.

3.7 Undeliverable Post Express shipments

3.7.1 Post Express shipments are undeliverable if neither delivery nor redirection is possible.

3.7.2 Post Express shipments are also deemed undeliverable if

- he recipient refuses to accept the Post Express shipment, does not pay the COD amount or the fees and costs borne by the Post Express shipment or does not produce the acceptance confirmation;
- the collection deadline has expired;
- it was determined after posting that the Post Express shipment is excluded from Post transport;
- the correct recipient cannot be determined;
- the reception authorisation cannot be established.

3.7.3 Undeliverable Post Express shipments (with an Austrian sender's address) are returned to the sender. Post Express shipments that contain items excluded from transport and whose return could injure persons, harm human health or cause material damages as well as Post Express shipments without an Austrian sender address are not returned. In such cases, the sender will be informed about the undeliverable shipment and the location where it can pick up the Post Express shipment within a period of one month. If a Post Express International shipment is found to contain items excluded from transport according to point 1.5 before it is forwarded abroad, the shipment will be stopped, and the sender will be informed where the shipment can be picked up during a period of one month or, in case of dangerous goods (point 1.5.2), during the announced period. In case of non-collection, the Post Express shipment is considered relinquished and can be sold by Post. Unusable or perished contents may be destroyed. The sender shall bear the costs of destruction.

3.7.3.1 The sender shall bear all costs incurred by the return of the Post Express shipment. The sender may not refuse to accept the shipment. If acceptance is still refused, the sender shall also be charged any incurred storage and disposal costs.

3.7.4 The sender shall bear transport fees for the return of undeliverable Post Express shipments abroad to the sender in Austria (in addition to any storage, customs or handling fees).

3.7.5 Undeliverable items with a foreign sender's address will not be forwarded abroad and will be considered unclaimed.

3.8 Unclaimed Post Express shipments

3.8.1 Undeliverable Post Express shipments that cannot be delivered to the recipient and cannot be returned to the sender are treated as unclaimed and are opened by Post. Should this allow to determine either the recipient or the sender, the Post Express shipment is forwarded for delivery. In any other case, Post Express shipments are kept for two months. The retention period starts on the first day of the month following the opening of the shipment. The sender can reclaim the Post Express shipment against payment of the fees and expenses tied to the Post Express shipment within the retention period.

3.8.2 COD amounts that cannot be transferred to the sender are treated as unclaimed. The sender is entitled to transfer of the COD amount on the domestic bank account specified by it within a period of 3 years (from the next working day following payment).

3.8.3 The Post Express shipment becomes the property of Post after expiration of the retention period.

3.8.4 If both the recipient and the sender refuse to accept or take back the Post Express shipment, the Post Express shipment is considered relinquished after expiration of a retention period of 14 calendar days and can be sold by Post. Unusable or perished contents can be destroyed.

3.9 "Track & trace" and inquiries

3.9.1 Inquiries concerning Post Express shipments are handled by Post, without prejudice to an eventual later investigation procedure, preferably by telephone. Post gives information on Post Express shipments, unless otherwise stipulated by law, only to the sender or recipient if the person making the inquiry credibly proves to be entitled to do it and indicates the Post Express tracking number of the Post Express shipment.

3.9.2 The sender can inquire about the correct delivery of the Post Express shipment (or in case of a COD order, about the correct collection and transfer of the COD amount) within three months from the day following the mailing of the shipment - upon presentation of the proof of posting or notification of the shipment number - and has to fill out completely the corresponding form. (The sender can track Post Express shipments on the webpage post.at/sendungsverfolgung for free by entering the Post Express tracking number)

3.9.3 If the inquiry results in the conclusion that the service was duly performed by Post, the sender has to pay the inquiry charges when being informed about the inquiry result.

4. Post Express Austria "Money Back Promise" ("Geld-Zurück-Zusage")

The sender shall be refunded the fee paid for transport plus fees for additional services (with the exception of the fee for shipment with indication of the value) according to points 3.2.1, 3.2.2 and 3.4 of the Index of Products and Prices Post Express at its request if the delivery date and time acc. to point 3.1.1 of the Index of Products and Prices Post Express was exceeded and the sender has reported this in writing within 21 days from the day of delivery.

4.1 Delivery deadline

The respective delivery deadline shall not apply if circumstances arise that are independent of the parties' will and unavoidable. These may include, for example, unforeseeable or unavoidable operational disruptions, official interventions, labour disputes, riots/insurrections, wars, terrorist attacks, boycott measures, natural disasters, pandemics, epidemics, official measures, seizures of material goods, shortages of resources, materials, supplies, cyber attacks, sabotage, blackouts, disruptions of communication networks and other unforeseeable or unavoidable impediments.

4.2 When does the "money back promise" not apply?

4.2.1 The Post Express "Money Back Promise" does not apply if the delivery deadline was exceeded due to the sender's violation of these General Terms and Conditions or to circumstances for which Post or their attributable third parties are not responsible.

4.2.2 The "Money Back Promise" is not applicable for Post Express shipments according to point 3.6.

5. Liability/Place of jurisdiction

5.1 Liability of Post

5.1.1 If Post Express shipments are demonstrably heavily damaged by Post or delayed (see point 5.1.2) or not at all delivered to the recipient, the customer is entitled to assert warranty claims according to point 5.2 or compensation claims according to 5.3.

5.1.2 Delivery deadline

5.1.2.1 A delay that gives rise to liability occurs if Post Express shipments in Austria are delivered to the recipient or are held at the post office for pickup later than two working days (except for Saturday) from the next day after posting the Post Express shipment. No liability is assumed for delays of international Post Express shipments.

5.2 Warranty

5.2.1 Under the title of warranty the sender is, in the event of a price reduction, entitled to a refund for those items for which the service was not provided or was defective. In addition, the other legal warranty remedies, namely replacement, improvement and conversion, exist as far as factually possible.

5.2.2 If the COD amount collected by Post is not transferred to the recipient indicated by the sender or if the COD amount is not collected upon delivery of the Post Express shipment, the sender can request the payment of the collected COD amount or an amount equal to that of the COD amount to be collected from Post. In addition, the other legal warranty remedies, namely replacement, price reduction and conversion, exist as far as factually possible.

5.2.3 Customers must assert this right according to points 5.2.1 and 5.2.2 within 2 years and companies within the meaning of Sec. 1 of the Consumer Protection Law within six months; the deadline according to point 5.2.1 starts on the working day (except for Saturday) following the last day of the delivery deadline (Sec. 933 of the Austrian Civil Code), the deadline according to point 5.2.2 on the working day following the day of collection or delivery.

5.2.4 If the transport of Post Express shipments for the customer takes place as part of a company transaction, the sender must immediately inform Post in writing of the damage, delay and/or loss; if the customer refrains from making this notification, then the transport is considered duly performed (Sec. 377, 378 of the Austrian Corporation Code).

5.3 Compensation

5.3.1 Post is liable to the customer for damages caused by it or by a legally related person, in particular due to delay, heavy damage or loss of an Post Express shipment, only in cases of intent or gross negligence; Post is not liable for damage caused by slight negligence; the limitation of liability for slight negligence does not apply to consumers within the meaning of § 1 of the Consumer Protection Act (KSchG) for personal injury and damage resulting from a breach of the main contractual obligation, i.e. the transport and delivery of items.

5.3.2 The amount of the compensation to be paid by Post (only under the condition that there is no exclusion of liability according to point 5.4):

- Domestic Post Express shipments without indication of the value: max. EUR 1,500.00;
- for domestic Post Express shipments with indication of the value, the indicated actual value (market value);
- for domestic Post Express shipments with indication of the value whose indicated value is lower than the actual value, the indicated value;
- for domestic Post Express shipments with indication of the value whose indicated value is higher than the actual value, the actual value;
- for domestic Post Express shipments with indication of the value whose content is fragile or sensible to vibrations and was not labelled with the sticker "Fragile" acc. to point 3.1.2 of the List of Products and Prices Post Express, with respect to breakage or vibration damages up to EUR 1,500.00;
- for international Post Express shipments, up to EUR 510.00.

Liability is only assumed for the actual damage to the Post Express item or content. Any further liability of Post, in particular for loss of profit, financial losses, consequential losses and losses arising from third-party claims against the customer, is excluded.

The limitations of liability do not apply to consumers within the meaning of § 1 KSchG for personal injury.

5.3.3 Apparent damages or partial losses must be notified in writing on the next working day following delivery of the Post Express shipment at the latest (except for Saturday) at a post office. If the damages or partial losses are not apparent, they must be notified in writing within one week from the next working day following delivery of the Post Express shipment at the latest (except for Saturday) at the post office where the Post Express shipment was posted or at the post office where the Post Express shipment was handed over. If no notification of claim (damage report) is filed within the indicated period, all claims relating to that point are forfeited, unless the timely notification of claim was prevented by a demonstrably unforeseeable or unavoidable event and is made within one week following the removal of the impediment.

5.3.4 The claimant must prove his conclusion of an agreement with Post by presenting the posting cheque and credibly demonstrate the actual value (market value) using corresponding documents.

5.3.5 It is up to the sender to choose the form of posting which, in view of the scope of services provided by the Post, covers his possible loss or damage.

5.3.6 If Post Express items are posted for the sender as part of a business transaction, the following provisions shall apply in addition to the general provisions:

- The Sender must prove the existence of intent or gross negligence on the part of Post.
- Claims for damages against Post must be asserted by the sender in court within six months of the date on which the damage and the party causing the damage became known.

5.4 Exclusion of liability

5.4.1 Liability of Post is especially excluded if

- the damage is due to insufficient packaging, the natural character of the transported item, or a fault of the sender;
- a domestic Post Express shipment without indication of the value and whose content is fragile or sensible to vibrations was not sent with the additional service "Fragile" and labelled with the sticker "Fragile" acc. to point 3.1.2 of the Index of Products and Prices Post Express, with respect to breakage or vibration damages;
- the content of the Post Express shipment falls under the prohibitions listed under point 1.5 or the Post Express shipment was seized or destroyed by the authorities.

Post shall not be liable for the non-performance or poor performance of its contractual obligations, even if it uses vicarious agents, nor for any damage, and any penalties and performance deadlines shall not apply if these occur as a result of circumstances that are independent of the parties' will or unavoidable. These may include, for example, unforeseeable or unavoidable operational disruptions, official interventions, labour disputes, riots/insurrections, wars, terrorist attacks, boycott measures, natural disasters, pandemics, epidemics, official measures, seizures of material goods, shortages of resources, materials, supplies, cyber attacks, sabotage, blackouts, disruptions of communication networks and other unforeseeable or unavoidable impediments.

5.5 Common provisions for warranty and compensation

5.5.1 Severe damage is deemed to be proven if the Post Express item is rendered unusable, etc., by such damage. Damage caused by proper and customary transport, proper and customary processing or loading shall not under any circumstances justify warranty or compensation claims. Similarly, damage to the packaging alone shall not be deemed to be damage that gives rise to a claim.

5.5.2 The delivery deadline shall be expanded to twice the time if the delay is caused by a considerable increase in postal traffic (e.g. before Christmas).

5.5.3 The customer shall bear the risk for the accidental total or partial loss of the Post Express shipment.

5.5.4 The sender may only offset claims which are undisputed or legally binding or exercise a right of retention.

5.6 Liability of sender

5.6.1 The sender of a Post Express shipment is liable to Post for all damages, costs and expenses that occurred as a result of the shipment of items excluded from transport or as a result of the non-observance of the conditions of transport, and must pay Post at least one third of the agreed transport fee as a compensation. Post reserves the right to claim further damages, costs (in particular transport costs) and compensations. The sender shall indemnify Post from and against any third-party claims. Post's acceptance of such a Post Express shipment does not release the sender from their liability.

5.6.2 The sender shall be liable for three years from the day of posting the Post Express shipment for any fees not paid as well as for amounts charged by Post to the sender in relation with proper transport. Post has the right to retain the Post Express shipment as a security for its claims and to realise the security by sale of the item if the sender and/or the recipient refuse to pay the fees or expenses for the Post Express shipment.

5.7 Place of jurisdiction/Applicable law

5.7.1 For all legal disputes arising out of or in connection with the contractual relationship entered into on the basis of these GTC - except for point 5.7.2 - the court competent to rule on the subject matter in the capital of the Federal State (in Vienna: 1030 Vienna) in which the letter mailing was taken to be posted is the place of jurisdiction.

5.7.2 In the event of a legal action against a consumer whose place of residence or habitual residence is in Austria or who are employed in Austria, the court of their place of residence, habitual residence or place of employment shall be competent.

5.7.3 The contractual relationship entered into on the basis of these GTC shall be governed by and construed in accordance with Austrian law, with the exclusion of CISG and conflict of law provisions.

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