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# **PARCEL SERVICE MAIL**

# **ORDER BUSINESS AUSTRIA**

## **General Terms and Conditions**

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Valid from 01.12.2024



## GENERAL TERMS AND CONDITIONS PARCEL SERVICE MAIL ORDER BUSINESS AUSTRIA

Valid from 01.12.2024

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This English translation is provided for your convenience only. In the event of discrepancies, the German original text shall prevail over the English translation.

### TABLE OF CONTENTS

<b>1</b>	<b>Scope of application .....</b>	<b>3</b>
<b>2</b>	<b>Contractual relationship.....</b>	<b>3</b>
2.1	Prerequisites for carriage.....	3
2.2	Dimensions and weight/bulky goods.....	3
2.3	Means of carriage .....	3
2.4	Calculation and payment of fees.....	4
2.5	Items excluded from transport .....	4
2.6	Packaging and sealing.....	4
2.7	Affixing the address and other information.....	4
<b>3</b>	<b>Services and additional services .....</b>	<b>4</b>
3.1	Carriage supplies.....	4
3.2	Posting/collection.....	4
3.3	Delivery.....	4
3.4	Confirmation of receipt.....	5
3.5	Refusal of acceptance/undeliverable parcels.....	5
3.6	Redirection.....	6
3.7	Specifically requested collection point/post office .....	6
3.8	Cash on delivery (COD).....	6
3.9	Fragile.....	6
3.10	Declaration of value .....	6
3.11	Return parcels .....	7
<b>4</b>	<b>Inquiry.....</b>	<b>7</b>
<b>5</b>	<b>Business Cockpit.....</b>	<b>7</b>
<b>6</b>	<b>Liability.....</b>	<b>7</b>
6.1	Liability of Post.....	7
6.2	Additional liability regulations for parcels without value declaration: .....	7
6.3	Additional liability regulations for parcels with declared value: .....	7
6.4	Additional liability regulations for Small Parcels.....	7
6.5	Additional liability regulations for cash on delivery parcels: ..	8
6.6	Other damage.....	8
6.7	Non-liability .....	8
6.8	Liability of sender.....	8
6.9	Set-off and retention .....	8
<b>7</b>	<b>Miscellaneous .....</b>	<b>8</b>



## 1 Scope of application

These General Terms govern the contractual relationships between Österreichische Post Aktiengesellschaft (herein "Post") and its customers in the service area of mail-order business within Austria (herein "Parcel Service Mail-Order Business Austria").

## 2 Contractual relationship

Post enters into a written agreement with the sender/Post provides its services in the area of Parcel Service Mail-Order Austria in accordance with these General Terms as amend-ed.

Post enters into a written contractual agreement with the sender on the basis of these General Terms. The applicability of any General Terms and Conditions other than those of Post is expressly excluded.

Should a parcel not comply with the provisions of these General Terms, Post reserves the right to refuse, hold or return it and may do so at its sole discretion and at the expense of the sender.

The sender acknowledges that Post is a mass carrier who aims to convey goods in bulk while following the simplest possible standardised handling procedures, and that Post may carry out its services through third parties. Individual parcels are not continuously monitored throughout the process.

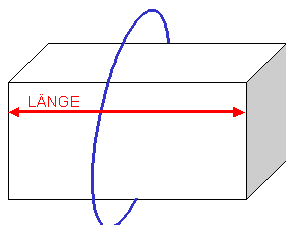
### 2.1 Prerequisites for carriage

The items handed over for carriage must be compact, stackable and machine-sortable. The unique identification through a bar-code and pre-advised data are transmitted by the sender in accordance with the Labelling and Pre-Advised Data Handbook of Post.

Pre-advised data is mandatory in the area of "Parcel Service Mail-Order Austria". Pre-advised data must be transmitted electronically to Post before items are handed over physically.

### 2.2 Dimensions and weight/bulky goods

- 2.2.1 A parcel within the meaning of these General Terms is a package with a maximum weight of 31.5kg, a maximum length of 200cm and a maximum girth (= length and circumference) (Circumference = 2 x width + 2 x height) of 360cm.



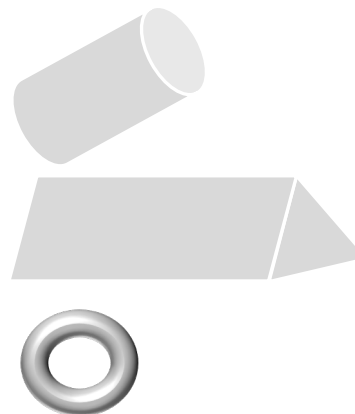
- 2.2.2 The standard package is a cuboid



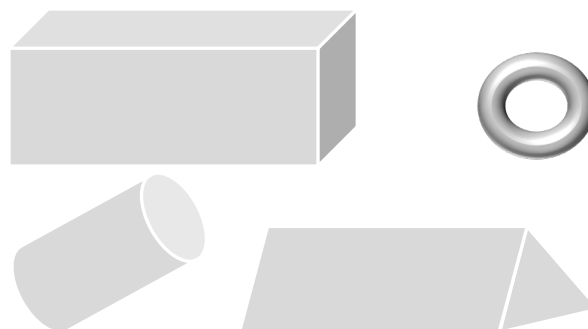
with the following maximum dimensions: L 100 cm x W 60 cm x H 60 cm.

All parcels that exceed these dimensions or are not cuboids are deemed bulky goods.

- 2.2.3 Small bulky goods are not cuboids and smaller than L 100 cm x W 60 cm x H 60 cm.



- 2.2.4 Large bulky goods are larger than L 100 cm x W 60 cm x H 60 cm up to the maximum dimensions and have all kinds of shapes.



- 2.2.5 The Small Parcel 2000/Small Parcel 2000 Plus possibly requires a written agreement between Post and the sender/mail-order company. The Small Parcel 2000/Small Parcel 2000 Plus is a partially monitored shipment. There are no additional services available. Small Parcels 2000/Small Parcels 2000 Plus must be labelled by the customer/sender with the agreed labelling. The packaging of a Small Parcel 2000/Small Parcel 2000 Plus must be suitable for automatic processing by Post.

Minimum dimensions: Width 9 cm and length 14 cm.

Maximum dimensions -

Small Parcel 2000: L 35.3 x W 25 x H 3 cm

Small Parcel 2000 Plus: L 35.3 x W 25 x H 15 cm

Maximum weight: 2 kg

Maximum value of the contents of the shipment (market value): EUR 50.00.

- 2.2.6 The weight is ascertained by Post.

### 2.3 Means of carriage



Post may, at its sole discretion, choose the type, route and means of carriage. The contractually agreed times of transport are standard times, not guaranteed delivery times.

## 2.4 Calculation and payment of fees

2.4.1 The sender is obliged to pay the fees, which are agreed by means of individual contracts for each service used, by way of deferred payment, wherefor an appropriate deferral agreement must be made. The first scan of the package in one of the logistics centres of Post is the basis for calculation of the fee.

2.4.2 In the event that fees are debited by Post directly to the account named by the customer, by SEPA direct debit (SEPA CORE) or SEPA business to business direct debit (SEPA B2B), Post shall send a pre-notification no later than one day before the day of the direct debit.

## 2.5 Items excluded from transport

2.5.1 The following goods are excluded from transport:

- Parcels of which the contents, packaging or carriage do not comply with the legal provisions;
- parcels that are not suitable for carriage by Post because of their contents, packaging or otherwise;
- parcels of which the contents or exterior quality may harm persons, damage their health or cause damage;
- living animals as well as perishable (decaying) goods of all kinds;
- parcels that are improperly packaged or labelled;
- parcels with a value over EUR 10,000.00;
- regular parcels without declaration of value containing: urns with ashes;
- hazardous goods and substances as defined in the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) as well as waste and hazardous substances as defined in the [Austrian] Waste Management Act (Abfallwirtschaftsgesetz - AWG) and
- parcels that are not yet released for free circulation within the EU.

2.5.2 Post is not obliged to verify whether the contents are excluded from carriage. However, Post is entitled - unless the law provides otherwise - to open parcels, if there are sufficient grounds for suspicion that parcels contain goods that are excluded from carriage. Post assumes no responsibility for the content of the consignments.

The acceptance of items excluded from shipment does not constitute a waiver of carriage exclusion. The sender is obliged to check and notify Post before handing over whether the goods are excluded.

## 2.6 Packaging and sealing

The sender is obliged to ensure that the parcel is properly packaged (= both inside and out) and sealed securely. The packaging and sealing must protect the contents of the package during the entire carriage

process from loss and damage and must be able to withstand the stress that the goods are typically exposed to during carriage, such as pressure, impact and falling. Furthermore, the packaging must not allow inference about the nature or value of the contents and must ensure that the contents may not be accessed without leaving visible traces of an interference. Post is not obliged to check the packaging. Recommendations for "Parcel packaging and labelling for best results" are available on [post.at](http://post.at).

## 2.7 Affixing the address and other information

2.7.1 The sender shall provide the recipient's name, address (street, number [no PO box] if applicable, entrance and door number as well as post code and town) and any other agreed or required markings in Roman type and Arabic numerals. Any errors are the liability of the sender. Should the recipient's name or address be incorrect or incomplete, delivery cannot be effected.

2.7.2 Any instructions of the sender to handle the consignment in a particular manner are only binding if they are laid down in these General Terms or in individual agreements, and if the appropriate fee therefor has been paid.

2.7.3 The sender/mail order company hereby confirms that he/she is authorised to transmit recipient information (in particular email address and telephone number) for the purpose of providing postal services. The sender agrees to refrain from holding Post to account for legal claims and damages in this matter.

## 3 Services and additional services

The services of Parcel Service Mail-Order Business Austria comprise the acceptance of the consignments at an acceptance point of Post (e.g. a logistics centre), the carriage and trans-shipment, the delivery and, if applicable, the storage or holding, and, if necessary, the return of parcels.

### 3.1 Carriage supplies

All carriage supplies of Post (or its cooperation partners) that are made available for free or against payment remain the property of Post or its cooperation partners. Any improper usage (e.g. intermediate carriage and/or transfer to third parties, internal transport/use, storage of material, etc.) is not permitted. Usage is at your own risk and - if chargeable - against the fee specified. The volume of carriage supplies of Post (or its cooperation partners) stocked up must not exceed the volume required for a week. In the case of damage or loss, Post is entitled to claim damages.

### 3.2 Posting/collection

The sender brings the parcels to one of Post's points of acceptance as agreed by contract during the agreed hours of acceptance. The quantities accepted will be confirmed. If special forms for posting parcels through Post are required, the sender shall complete them.

### 3.3 Delivery

The delivery of shipments is carried out by way of



physical delivery (point 3.3.1) or collection (point 3.3.2). A special agreement can be concluded with the recipient regarding the delivery of parcels 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 parcels 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 for parcels that cannot be delivered at the delivery point and provided the recipient has not objected to this in writing in advance.

### **3.3.1 Physical delivery**

Unless expressly stipulated otherwise in these GTCs, parcels will be delivered to the recipient specified in the address, a person authorised to accept delivery or a substitute recipient. (Parcels without a value indication and without COD, which are intended for a natural person, may also be delivered to a neighbour's flat or house if no person authorised to receive them is present at the delivery point and the recipient has not objected to this. The recipient must be informed of this in writing.)

Parcels labelled with the note "Personal", for which a charge is payable, are delivered exclusively to the recipient (natural person) after identity verification.

Parcels that may not be carried by the delivery person - due to their dimensions, or nature, or the value indicated on them, and/or if they were sent COD and their value exceeds EUR 3,000 - are excluded from delivery. These parcels are pre-advised by notification and must be collected by the recipient within the specified opening hours at the specified location. Post may require that for recipients in shared accommodations (dormitories, lodging establishments, etc.), at campsites or at other delivery points where delivery is not possible without significant disruption to operations, the person in charge at the delivery point (owner, manager, operator, etc.) nominate one or more persons at the delivery point as substitute recipient(s) for parcels without an indicated value. If no

substitute recipient is named or if a recipient objects to the substitute delivery, Post may treat incoming parcels that cannot be properly delivered by other means as undeliverable.

The Small Parcels 2000 are usually delivered directly to the recipient's mailbox - depending on the conditions of the parcels, by folding it. The Small Parcels 2000 Plus will be left in front of the recipient's front door. In case of circumstances preventing delivery (e.g. full mailbox; no access to the delivery address possible, etc.), the recipient will receive written notification that the parcel is ready for collection at the collection point specified for 5 business days (Saturdays excluded).

### **3.3.2 Collection**

If a parcel cannot be delivered, the recipient is advised thereof by notification. The parcel is held available for personal collection at Post or another collection facility as provided on the notification for 5 business days (Saturdays excluded). The sender will mark the package "shorter storage period 5 days". Without this mark the storage period is 14 calendar days at least. After the storage period has expired, the parcels will be treated as undeliverable. The parcel 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.

3.3.3 Parcels that are sent to a specifically requested collection point or a specifically requested post office are held available for collection for no less than 5 business days (Saturdays excluded). Parcels that cannot be placed at a specifically requested collection point are held available for collection at a post office for no less than 5 business days (Saturdays excluded). The recipient will be electronically notified (email or text message) of the arrival of the parcel and may collect the parcel immediately thereafter. A parcel that is not collected is returned to the sender.

### **3.4 Confirmation of receipt**

The receipt of the parcel is documented by Post if it is a 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 and the reproduction of such a signature are expressly recognised by the sender as proof of delivery.

### **3.5 Refusal of acceptance/undeliverable parcels**

3.5.1 A parcel is deemed refused if, for example, the recipient refuses to confirm receipt of the parcel. On request, the recipient is informed of significant characteristics of the parcel.

3.5.2 Parcels are undeliverable if delivery is not possible, if parcels that are held available for collection are not collected, and they are also not redirected (in compliance with a valid redirection agreement between the recipient



and Post) to another address.

3.5.3 Undeliverable parcels are returned to the sender at its expense. If this is not possible, the sender is advised of the undeliverability and of the place at which it may pickup the parcel within one month. Upon expiry of this period, uncollected parcels become the property of Post. The sender shall bear the cost of storage.

3.5.4 If parcels cannot be delivered or returned due to a lack of sufficient information on the sender (or for other reasons), Post may open the parcel in order to ascertain the identity of the sender/principal or recipient. If this proves unsuccessful, the contents may be realised upon expiry of an appropriate term, or, if necessary, destroyed prior thereto.

### 3.6 Redirection

3.6.1 Parcels are redirected if a valid redirection agreement has been made between the recipient and Post.

### 3.7 Specifically requested collection point/post office

3.7.1 The mail-order company may request carriage to a specific collection point or post office. The mobile telephone number (or email address) and the name of the recipient are communicated to Post. After arrival of the parcel at the specifically requested collection point/post office, the recipient will be advised thereof electronically (by email/text message) (correctness and technical functionality of the contact details provided must be verified by the sender and the recipient - otherwise Post does not assume liability). The recipient may collect the parcel immediately thereafter. If the parcel is not collected within 3 days, a reminder is sent electronically to the recipient.

Sample address:

**Requested post office 1235**  
Attn. Jane Doe  
Liesinger Platz 2  
1230 Vienna

**Requested collection station**  
Attn. John Doe  
Dresdner Strasse 116-118  
1200 Vienna

3.7.2 No additional fees (in addition to the carriage fee) are charged for the services of the specifically requested collection point/post office.

### 3.8 Cash on delivery (COD)

3.8.1 The sender/customer may, against a fee, instruct Post to deliver a shipment against a cash payment on delivery in the name and for the account of the customer/sender. The amount to be collected must not exceed EUR 10,000.00 per order.

3.8.2 Cash on delivery parcels are only accepted electronically with pre-advised data. Only one parcel can be accepted

per cash on delivery order. Cash on delivery consignments must be clearly marked with a "cash on delivery" label:



3.8.3 A cash on delivery parcel will only be handed over against immediate payment of the cash on delivery amount and against pro- vision of the data of the payer. The amount collected will be remitted to the bank account at a credit institution domiciled in the SEPA area named by the customer who made the cash on delivery order.

3.8.4 All data provided by the sender are used by Post for the purpose of handling the cash on delivery order and will be held strictly confidential. Upon placing the cash on delivery parcel in the custody of Post (posting the parcel), the sender expressly agrees that Post may use these data for handling the transaction; apart from this, data will not be transferred to third parties.

### 3.9 Fragile

3.9.1 Adequately packed parcels containing fragile goods or goods that are sensitive to shaking/sensitive must be marked with "fragile" sticker (or PLC icon) - otherwise Post does not assume liability for breakage or damage as an effect of concussion and knocks. Post handles such consignments with special care. (Fragile goods include CD/DVD players; electronic goods; notebooks; computers and accessory equipment; coffee machines, etc.). This additional service is chargeable.



### 3.10 Declaration of value

3.10.1 Each shipment can be posted with the additional service declaration of value. Shipments with contents with a value of more than EUR 510.00 are only permissible in parcels with a declaration of value, in absence of which Post's liability is limited with EUR 510.00 (according to point 6.2. ).

These parcels must be labelled with the following sticker:





The sender shall declare the actual value (market value). The declared value may not exceed EUR 10,000.00. The parcel must be affixed with a seal in accordance with the value declared. Only parcels with declared value will be monitored continuously by Post from the time they are posted until delivery. The value declared for a parcel must not exceed or fall below the actual value. This additional service is chargeable.

Parcels with an indication of the value must be sealed so that it is not possible to open the parcel without damaging the sealing. The packaging may not bear any underlines or notes at the time of posting.

If the indicated value exceeds EUR 1,500.00, the packaging as well as any strapping must be secured with unique sealing wax imprints, unique seals or another equivalent sealing method so that all ends of the packaging are held tight, accessing the content is impossible without any visibly noticeable damage to the packaging or the sealing, and the packaging and strapping cannot be opened or stripped without damaging the sealing or place the adequately packed shipment in a safebag/security bag or value bag.

Fragile shipments with declaration of value

If the item is at the same time an item with fragile contents and an item with declaration of value, the item must be marked with both the sticker pursuant to point 3.9 and the sticker pursuant to point 3.10- with any other limitation of liability with regard to breakage or shock damage.

In this case, only the fee for shipments with declaration of value is payable, but not the fee for the additional service Fragile.

### 3.11 Return parcels

Post will also carry parcels that are returned to the sender by the recipient, even if the fee therefor will not be paid before they are handed over to the mail-order company. Return parcels require (if applicable) a written agreement between Post and the mail-order company and a return label as defined by Post.

## 4 Inquiry

The sender may initiate an inquiry about the correct delivery of the shipment (or in case of a COD order, about the correct collection and transfer of the COD amount) within three months - on presentation of the proof of posting or notification of the tracking number, and has to fill out completely the respective form for this purpose. The inquiry can be initiated from the working day (Mon. To Fri.) following the posting of the shipment.

If the inquiry results in the conclusion that the service was duly performed by Post, the sender/customer has to pay the inquiry fee in line with the GTC Index of Products and Services - Domestic Parcels as amended when being informed about the inquiry result.

(The sender can track the shipment on the webpage [post.at/sendungsverfolgung](https://post.at/sendungsverfolgung) for free by entering the tracking number)

## 5 Business Cockpit

The sender obtains access to the password-protected website [BusinessCockpit.at](https://BusinessCockpit.at). This free service enables the sender to track the parcel. Many other data retrieval and evaluation tools as well as reports are available on this site.

## 6 Liability

### 6.1 Liability of Post

- 6.1.1 Post is liable under the provisions of the CMR Convention for loss of and damage to parcels during the time these are in its custody. Post has no liability for parcels containing goods that are excluded from carriage as defined in point 2.5.1 herein or that have been seized or destroyed by an authority.
- 6.1.2 Damage to a parcel is deemed severe if its contents become unfit for use etc. as a result thereof. Damage to the parcel that is caused through proper and customary carriage or through proper and customary handling or loading does not give rise to any claims.
- 6.1.3 Post is only liable for actual damage to the consignment or its contents. Any liability in excess thereof, including liability for lost income, financial loss, consequential damage, loss of anticipated savings, loss of interest, and third-party claims for damages against the sender, etc. is excluded, unless mandatory provisions of the law provide otherwise.
- 6.1.4 The contractually agreed times of transport are standard times and no guaranteed delivery times.

### 6.2 Additional liability regulations for parcels without value declaration:

In case of intent and gross negligence, in particular provable loss or damage caused by Post or by persons attributed to it by law, Post is liable up to an amount of EUR 510.00 for damage to parcels without value declaration - this is with regard to the fact that parcels containing goods of a higher value must be posted with a corresponding declaration of value only. The sender shall have to prove intent or gross negligence.

### 6.3 Additional liability regulations for parcels with declared value:

For parcels with declared value, the liability of Post is limited to

- the declared actual value (market value),
- the declared value, if such value is lower than the actual value,
- the actual value (market value), if a higher value was declared,
- for parcels with indication of the value whose content is fragile or sensible to vibrations and was not labelled with the sticker "Fragile", with respect to breakage or vibration damages up to EUR 510.00.

### 6.4 Additional liability regulations for Small Parcels

In the event of provable loss or damage to Small Parcels 2000/Small Parcels 2000 Plus Post shall be



liable primarily in accordance with the agreement, but at most - even in the event of intent and gross negligence - up to an amount of EUR 50.00, this with regard to the fact that items with a higher value must not be sent as Small Parcels 2000/Small Parcels 2000 Plus. The sender must prove the existence of intent or gross negligence.

#### **6.5 Additional liability regulations for cash on delivery parcels:**

If Post fails to remit the cash on delivery amount collected to the recipient who was specified by the sender, or if Post fails to collect the amount upon delivery, the sender may request Post to pay the amount collected or the amount that was to be collected as per the cash on delivery order.

#### **6.6 Other damage**

Liability for slight negligence is excluded in cases of damage for which the CMR Convention provides no regulation. Further-more, Post is only liable for direct damage up to an amount of EUR 510.00; Any liability in excess thereof, including liability for lost income, financial loss, consequential damage, loss of anticipated savings, loss of interest, and third-party claims for damages against the sender, etc., is excluded, unless mandatory provisions of the law provide otherwise. The sender shall have to prove intent or gross negligence.

#### **6.7 Non-liability**

Post is not liable, in particular, if

- the damage can be attributed to lacking or inadequate packaging, the natural quality of the carried goods, inadequate label-ling of the parcel posted or the sender's fault;
- breakage or damage due to concussion or knocks are a result of the fact that breakable or fragile goods were not sent with the additional service "Fragile", and was not labelled appropriately with the "Fragile" sticker;
- the goods contained in the parcel are excluded from carriage as defined in point 2.5.1 herein or have been seized or destroyed by an authority.

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.

#### **6.8 Liability of sender**

6.8.1 The sender of the parcel is liable for all damage, costs and expenses caused by posting goods that are excluded from carriage or by disregarding the terms of carriage and shall compensate Post for expenses related thereto of no less than one-third of the carriage fee agreed. It is at the discretion of Post to claim damages, costs (in particular transportation cost) and expenditure in excess thereof. The sender shall indemnify and hold harmless Post with regard to claims by third parties. The acceptance of a parcel does not release the sender from its liability.

6.8.2 The sender is liable for a period of three years from the date of posting the parcel for unpaid fees as well as for expenditure that Post justifiably made on behalf of the sender in connection with the proper carriage. Post has the right to retain the 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 shipment.

#### **6.9 Set-off and retention**

The sender may only set off claims against Post or retain goods if the claim is due and unobjected.

#### **7 Miscellaneous**

All disputes arising out of and in connection with this agreement are subject to Austrian Law, to the exclusion of the UN Convention on the International Sale of Goods and the conflict of law rules.

It is deemed agreed that the courts of Vienna, Austria, having competence in the subject matter and for the third district of Vienna, will hear all disputes.

Should a provision of these General Terms be invalid, the validity of the remaining provisions are unaffected thereby. The invalid provision is to be replaced by a provision that comes closest to the goal and purpose of the invalid provision.



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[post.at/kundenservice](https://post.at/kundenservice)

[post.at](https://post.at) | [post.at/sendungsverfolgung](https://post.at/sendungsverfolgung)

Information about our data protection: [post.at/datenschutz](https://post.at/datenschutz).

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