TRANSPORT- AND LOGISTICS SERVICES

General Terms and Conditions

Valid from 01.07.2026

GENERAL TERMS AND CONDITIONS TRANSPORT- AND LOGISTICS SERVICES

Valid from 01.07.2026 (issue no. 1/2026)

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1. Scope of application

These General Terms and Conditions (hereinafter: "GTC") are applicable to the contractual legal relationship with Österreichische Post AG (hereinafter: "Post") for all services in the areas of "Parcel Premium" and "Combi-freight". "Parcel Premium" includes the classic shipping of single packages shipments/single trading unit shipments up to a maximum weight of 31.5 kg. "Combi-freight" enables, in particular, to send shipments; a shipment can consist of one trading unit/ package (maximum weight of 31.5 kg) or several trading units/packages and/or of one/several pallet(s). Shipping is made via the transport system of Post and its cooperation partners. These GTC are applicable regardless whether Post carries out the services itself or has third parties perform them.

2. Contractual relationship

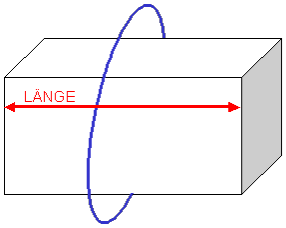
Post enters into a written agreement with the sender/ customer on the basis of these GTC. Single provisions deviating from these GTC require the written form to be legally valid; this also applies to the waiving of the formal requirement of written form. The applicability of third-party General Terms and Conditions or contractual terms is explicitly excluded. Should a shipment not comply with these GTC, Post has discretion to decline acceptance or, in case a shipment is already in its custody, to continue transporting a shipment or to return it at the expense of the sender/customer in each case. The sender/customer acknowledges that Post is a mass carrier whose organisational process relies on a simple standardised processing of a large amount of shipments. Shipments are not continuously monitored. To the extent applicable, the "General Austrian Carrier Conditions" (AÖSp) (under exclusion of section X and XI) as well as the provisions of the CMR (Convention on the Contract for the International Carriage of Goods by Road) as amended shall apply.

3. Shipping conditions

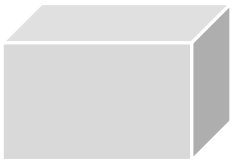
Shipments handed over for shipping must be compact as well as stackable and sortable in the "Parcel Premium" area. The actual value of a shipment to a recipient cannot exceed a total value (market value) of EUR 10,000.00. The sender/customer undertakes to clearly mark bar codes according to the label and avisodata primer (Belabelungs- & Avisodatenfibel) and to provide the aviso data. Aviso data must be transmitted electronically before physically transmitting the item to Post.

3.1 Size and weight/large bulky goods

3.1.1 A trading unit/package under these GTC is a packaging item with a max. length of 200 cm and a max. girth (length + circumference) (circumference = 2 x width + 2 x height) of 360 cm.

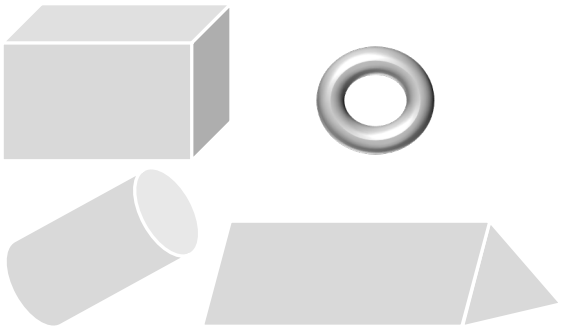


3.1.2 The standard trading unit/package is rectangular



up to a size of L 100 cm x W 60 cm x H 60 cm.

All trading units/packages larger than this or that are not rectangular are large bulky goods.



3.1.3 A pallet in the sense of these GTC is a shipment with a single pallet weight of at least 31.5 kg and max. 800 kg as well as a length of max. 1.2 m, a width of max. 0.8 m and a load height of max 1.7 m.

3.1.4 The weight of shipments is determined by Post.

3.1.5 The minimum size of a shipment is L 20 cm x W 15 cm x H 3 cm.

3.2 Mode of transport

Post may select the mode, route and mean of transport at its own discretion. Shipments that are handed over/ delivered to the accepting distribution centre by the agreed closing time are usually delivered within 24 hours in Austria. The agreed/published transport times are standard times and are not guaranteed delivery dates. Special Post scheduling services require a special agreement.

3.3 Payment

3.3.1 The sender/customer undertakes to pay the agreed fee for every service used and to conclude a corresponding deferral agreement. The invoicing procedure is based on the first scan of the shipment in one of the Post's logistics centres or that of a cooperation partner. Paying the fee settles the transport service from acceptance at a logistics centre to the delivery (incl. 2 delivery attempts). Collection from the sender/

customer must be agreed separately. Additional services are charged separately.

3.3.2 All fees are quoted net excluding all legally owed taxes and duties, in particular the value-added tax.

3.3.3 In the event that the fees are debited from the bank account specified by the sender/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 one day before the account is debited.

3.4 Items excluded from transport

3.4.1 The following items are excluded from transport:

- Shipments from or to private addresses;
- shipments with insufficient packaging or labelling;
- goods of a particular value, such as precious metals, jewellery, money, coins, art objects, furs, official documents (e.g. passport, driver's licence), and public papers of all kinds, deeds and documents of a financial value of all kinds (e.g. securities, bills of exchange, passbooks, vouchers, entrance tickets);
- tobacco products, alcohol and spirits;
- living or dead animals;
- plants as well as quickly perishable (rotting) goods of all kinds;
- human remains, organs or body parts; urns with ashes
- shipments whose content, exterior design or transport violate legal provisions;
- shipments whose content or external condition can injure or infect people or cause material damage;
- dangerous goods, problem substances according to the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) as well as waste and problem substances according to the Waste Management Act (AWG);
- shipments that were not released for free circulation in the EU at the time of posting and
- unpackaged removal goods.

3.4.2 In addition to point 3.4.1 the following are excluded from shipment in cross-border transport:

- Firearms of any kind (such as guns, handguns, hunting weapons, flare guns, sport guns and alarm guns, etc.) including parts or imitations thereof and ammunition;
- military devices as well as reproductions of such;
- Shipments to customs enclaves;
- personal effects and ATA carnet goods;
- deliveries against letters of credit or FCR;
- goods whose import or export is excluded according to the provisions in the target country;
- goods that are declared by the sender/customer or must be declared by the sender/customer according to Art. 24 CMR and/or Art. 26 CMR, this also applies to declarations of value and interest in accordance with the Warsaw Convention or Montreal Convention.
- The combination of battery-powered electrical/electronic items with liquids, aerosols and gels (LAG) in one shipment.

3.4.3 Parcels transported by passenger, cargo-only and mail-only aircraft (airmail) are subject to security checks prior to loading onto the aircraft in accordance with the provisions of Regulation (EC) No 300/2008 of the European Parliament and of the Council of 11 March 2008 establishing common rules in the field of civil aviation security, including any regulations amending or supplementing it, as well as EU and national regulations.

Packages containing prohibited items within the meaning of these regulations and provisions shall, unless declared, be treated in accordance with the applicable legal and administrative provisions and, once they have been properly subjected to the applicable security measures, shall be excluded from further air transport and the local competent security authority shall be notified. The postal customer service will provide detailed information on this.

3.4.4 Post is not obligated to verify exclusions from transport. However, Post is entitled – unless otherwise required by law – to open shipments when there are reasonable grounds for suspecting that the shipment contains items that are excluded from transport. Post assumes no liability for the content of shipments.

3.4.5 Acceptance of excluded items does not constitute a waiver of transport exclusion. Before handing over the package, the sender/customer undertakes to check and notify Post of any excluded goods.

3.5 Packaging and sealing

3.5.1 The sender/customer undertakes to ensure appropriate transport packaging (= outer and inner packaging) as well as secure sealing. The packaging and the sealing must efficiently protect the contents against loss and damage as well as against strains that the goods are typically subject to during transport and mechanical handling – pressure, impacts and falls in particular – during the entire course of transport. The packaging may not allow to draw conclusions on the type and value (with the exception of COD shipments) of the content and must prevent access to the content without leaving visible traces of an interference. Recommendations for "Parcel packaging and labelling for best results" are available on post.at.

3.5.2 Post assumes no liability for any accompanying documents and their content. Instead, the sender/customer is fully liable.

3.5.3 Redirections are possible and are charged separately.

3.6 Affixing the address and other information

3.6.1 The sender/customer shall label every shipment in Latin letters and Arabic numerals with an indication of the recipient's name, recipient's address (street, house number, staircase and door number if required as well as postal code and city) along with any other labels agreed or required. Errors are at the expense of the sender/customer. Should the recipient or their address be incorrect or incomplete, the transport service cannot be provided. "Combi-freight" and cross-border shipments cannot be addressed to poste restante or a PO box.

3.6.2 Instructions of the sender/customer on how to proceed with the shipment are only binding if they are made in the form determined in these GTC or of an individual agreement and the appropriate fee has been paid.

3.6.3 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

4. Range of services and additional services

The service covers the collection, reception in a logistics centre, transshipment, distribution and transport of shipments up to the intended recipient or provision of such. Further services are only carried out upon written agreement.

The sender/customer is aware that shipments are transported as part of a consolidated shipment and are sorted and transported in automatic distribution installations within warehouses, logistics centres and transit points. Due to this form of mass transportation, the duty of care as applied to a single shipment cannot be exercised or ensured; therefore, the customer accepts as a proper organisational process that interface checks are carried out by Post as follows:

Post (or its cooperation partners) scan every shipment on the entire transport route (upon acceptance, in logistics centres, in the destination warehouse and upon delivery). Date and time are also recorded.

4.1 Transport resources

All of Post's transport resources (or that of its cooperation partners) that are made available free of charge/ for a fee shall remain property of Post (or its cooperation partners). Inappropriate use (e.g. intermediate transport to third parties and/or transmission, in-house transports/use, material storage, etc.) is not allowed. They shall be used at the user's own risk and – if applicable – against payment of the fee.

Post's transport resources (or that of its cooperation partners) may not be stored ahead for longer than a week. Post is entitled to claim damages in case of damage or loss.

4.2 Posting/collection

Posting or collection of a shipment is confirmed by Post with an indication of the quantity. The sender/ customer shall provide special forms should any be required for the posting/collection of shipments. Order documents drawn up by the sender/customer shall not be considered a confirmation of the acceptance of a shipment, even if signed; only the initial scan of a shipment in the logistics centre shall be decisive. The collection of the shipments has to be agreed separately.

4.3 Delivery

The delivery of shipments is carried out by way of physical delivery (point 4.3.1) or collection (point 4.3.2). 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.

4.3.1 Physical delivery

Shipments will be delivered to the recipient named in the address, an authorised recipient or a substitute recipient. Parcels without cash on delivery 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.

It is possible to track the shipment on the internet at post.at/tracking or post.at/tracking using the tracking number.

If the recipient is a trade business (gewerbliche*r Empfänger*in), the shipment shall be delivered to the porter, mail reception centre or goods acceptance.

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

4.3.2 Collection

If a shipment cannot be delivered, the recipient will be notified in writing about a second delivery attempt – if this seems promising. – After a second failed delivery attempt, recipients of "Combi-freight" and "Parcel Premium" shipments are informed in writing that the shipment will be made available for pickup at the location specified on the notification for at least 5 working days (except Saturday). 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.

4.4 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.

4.5 Acceptance refusal/undeliverable parcels

4.5.1 The recipient can refuse to accept shipments.

4.5.2 Shipments are undeliverable if delivery is not possible, items held ready for pickup are not picked up, and no redirection takes place – in case of a valid forwarding agreement between the recipient and Post.

4.5.3 Undeliverable shipments are returned to the sender/customer at the sender's/customer's expense. If this is not possible, the sender/customer will be informed about the undeliverable shipment and the location where it can pick up the shipment within a period of 1 month. After this time has elapsed, items that have not been picked up shall become the property of Post. The sender/customer shall be charged any storage costs.

4.5.4 If a delivery or return is not possible because of missing sender information (or any other reason), Post may open the shipment in order to determine the identity of the sender/customer or the recipient. If this check is unsuccessful, the content can be auctioned or, if necessary, destroyed after a reasonable amount of time.

4.6 Redirection

4.6.1 "Parcel Premium" shipments are redirected if a valid redirection agreement was concluded between the recipient and Post.

4.7 Dangerous goods

Category 1 dangerous goods according to ADR need not be accepted by Post in principle. Other dangerous goods require a special arrangement/agreement prior to acceptance by Post. The sender/customer is solely responsible and, in case of damages, liable for observing relevant legal provisions concerning the declaration, marking, packaging, inclusion of accompanying documents, written instructions, etc. This also applies where the dangerous goods are handed over by a person other than the sender/customer.

4.8 Cash on delivery (COD)

4.8.1 Cash on delivery shipments require a special agreement. This additional service is subject to a fee.

4.8.2 The sender/customer may instruct Post to deliver a shipment against a cash payment on delivery in the name and for the account of the customer/sender. The COD amount per order must amount to a maximum of EUR 10,000.00 in Austria and EUR 5,000.00 in case of cross-border transport.

COD orders must be placed in the local currency of the country of destination. COD amounts in Austria are paid out in Euro.

4.8.3 A cash on delivery shipment is ordered via electronic means. Only one shipment can be accepted per COD order. COD shipments must be clearly labelled as such by the sender/customer with a COD sticker.

4.8.4 The cash on delivery shipment is handed-over/delivered only against immediate payment of the COD amount. The collected COD amount is transferred to the bank account specified by the sender/customer via electronic means at a bank belonging to the SEPA zone.

For the electronically transmission of the cash on delivery information the sender must observe the provisions concerning the Post's labelling and avisodata primer as amended.

4.9 Fragile

Adequately packaged shipments with a content that is fragile or sensitive to vibrations must be labelled with a "fragile" sticker (or PLC icon) in addition to their appropriate packaging, in absence of which the liability of Post for breakage or damage due to vibrations is excluded.

Post handles such shipments with special care. (Items that are sensitive to vibrations are CD/ DVD players, electronic articles, notebooks, computers and accessories, coffee machines, etc.). This additional service is subject to a fee.

4.10 Additional insurance (Höherversicherung)

Shipments with a value higher than EUR 510.00 will only be sent with additional insurance, in absence of which liability of Post is limited to this amount. The sender must provide this information to Austrian Post via dispatch data prior to posting, or notify the Post's Service Centre of the consignment number and the actual value (market value) of the consignment. (The additional insurance may not exceed the maximum authorised total value according to point 2.). This additional service is subject to a fee.

5. Inquiry

The sender/customer 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 for free by entering the tracking number).

6. Liability

6.1 Liability of Post

6.1.1 Post is liable according to the provisions of CMR as well as – in Austrian domestic transport – in addition to the provisions of AÖSp (General Austrian Forwarders' Terms and Conditions) (and in case of airfreight shipments, according to the provisions of the Warsaw/Montreal Convention) for shipment loss and damage during the period of custody over the shipment. There shall be no liability for shipments whose contents fall under the exclusions listed under point 3.4 or that were seized or destroyed by the authorities.

6.1.2 A heavy damage is deemed to have occurred if the shipment becomes unusable, etc., due to said damage. Damages caused by proper and usual transport, proper and usual processing or loading shall not give cause to any claims.

6.1.3 Liability shall only be assumed for actual direct damage to the shipment or its content. Any further liability of Post, in particular for loss of profit, default damages, financial losses, consequential damages, unrealised savings, interest losses as well as damages resulting from third party claims against the sender/ customer, etc., is excluded unless mandatory legal provisions should provide otherwise.

6.1.4 Additional liability provisions for shipments without additional insurance:

In case of intent and gross negligence, Post shall be liable for damages caused by Post or a legally related person to shipments without additional insurance – in particular due to demonstrable loss or damage – up to a maximum amount of EUR 510.00 – this in light of the fact that shipments with a higher value are only accepted by Post if the sender has concluded a corresponding additional insurance. The sender/customer must prove the intent or gross negligence.

6.1.5 Additional liability provisions for shipments with additional insurance:

The liability of Post for shipments with additional insurance is limited to

- the indicated actual value (market value),
- the indicated value if a value lower than the actual value was indicated,
- the actual value (market value) if a higher value was indicated.

6.1.6 Additional liability provisions for shipments with cash on delivery

If the COD amount collected by Post is not transferred to the recipient indicated by the sender/customer or if the COD amount is not collected upon delivery of the shipment, the sender/customer can request the payment of the collected COD amount or an amount equal to that of the COD amount to be collected from Post.

6.1.7 Other damages

The liability of Post for slight negligence is excluded for cases of damages not regulated by CMR or AÖSp. Post is only liable for direct damages up to EUR 510.00; any further liability of Post, in particular for loss of profit, financial losses, consequential damages, as well as damages resulting from third party claims against the sender/customer, etc., is excluded unless mandatory legal provisions should provide otherwise.

The sender/customer must prove the intent or gross negligence.

6.2 Exclusion of liability

Liability of Post is especially excluded if

- the damage is due to a lack of or insufficient packaging, the natural character of the transported item, insufficient or inaccessible marking of the mailed shipment or a fault of the sender;
- the content of a shipment is broken or damaged by vibrations and a shipment that is fragile or sensitive to vibrations was not sent with the additional service "Fragile" and not marked with the appropriate fragile sticker;
- the content of the shipment falls under the exclusions listed under point 3.4 or the shipment was seized or destroyed by the authorities.

6.2.1 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.

6.3 Liability of sender

6.3.1 The sender/customer of a shipment is liable for all damages, costs and expenses that occurred as a result of the shipment of items excluded from transport (see point 3.4) 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/customer shall hold Post harmless from any third-party claims. Post's acceptance of such a shipment does not release the sender/customer from their liability.

6.3.2 The sender shall be liable for three years from the days of posting the shipment for any fees not paid as well as for amounts charged by Post to the sender/customer in relation with proper transport. 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 or the recipient refuses to pay the fees or expenses for the shipment.

6.4 Offsetting or retaining payment

Post's claims may only be offset or retained with the sender/customer's due and undisputed counterclaims.

7. Miscellaneous

All disputes arising from or in connection with this agreement shall be governed by Austrian law, with exclusion of CISG and conflict of law provisions.

The exclusive place of jurisdiction shall be the court legally competent for 1030 Vienna.

Should a term of these GTC be invalid, this shall not affect the validity of the remaining terms. An invalid term shall be replaced by one which closest reflect its economic purpose.

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