



PLANZER KEP AG

GENERAL TERMS AND CONDITIONS (GTC)

1. SUBJECT

Planzer KEP AG (hereafter referred to as "Planzer Paket") assumes responsibility for the national distribution of the shipment(s) on behalf of the Client from and to the locations specified in the transport order within Switzerland and the Principality of Liechtenstein (transport services). These GTC govern the relationship between Planzer Paket and the Client in connection with this service.

2. TRANSPORT ORDERS

The transport orders must precisely indicate all of the information necessary for proper execution of the order, such as the recipient's address, the delivery location, the number, the packaging, the contents, the weight, the dimensions and the delivery time.

Planzer Paket shall be entitled to have the transport services carried out by other Planzer Group companies or by Planzer haulage contractors.

Planzer Paket is authorised to leave the shipment at a location specified by the recipient without confirmation of receipt if it has a signature release authorisation from the recipient.

3. SHIPMENTS

3.1 Dimensions and weight

The following maximum parameters apply to packages to be transported by Planzer Paket:

Weight	0,05–30,0 kg
Circumference	800–2500 mm
Max. length	500–1000 mm

Calculation: Circumference = 2(height + width) + longest side

If the parameters are not complied with, Planzer will transport the goods for shipment via appropriate distribution channels at applicable prices. The Client undertakes to request corresponding pricing information from Planzer in such cases.

3.2 Packaging

The sender/customer must ensure that the inner and outer packaging is appropriate. The packaging must be durable enough to withstand processing via automatic sorting systems and other mechanical equipment (max. drop height of 80 cm on the edge, corner or side) and various climatic conditions. Stickers/labels (e.g. "fragile" "top/bottom") on the packaging do not release the sender/customer from this responsibility.

3.3 Deliveries excluded from the transport service

The transport service does not include the following:

- Deliveries to post office boxes, coded deliveries, deliveries marked "general delivery";
- Parcels with a value of more than CHF 5,000;
- Cash, precious metals (gold, silver, etc.), jewellery (watches etc.), precious stones, security certificates, bills, artworks, antiques, special or custom-made items, unique items, prototypes;
- Goods which are illegal to transport
- Deliveries of materials classified as hazardous under national or international regulations;
- Deliveries that may only be sent under certain conditions;
- Deliveries that may cause personal injury and/or property damage;
- Items that may be subject to criminal penalties (drugs, firearms, pornography, political messages, military equipment, etc.);
- Highly flammable materials (ammunition, explosives, certain liquids, etc.);
- Items that are perishable or easily damaged or have to be specially protected against certain elements (vibrations, heat, cold, temperature fluctuations, humidity, etc.) and for which special technical measures are required;
- Living organisms/live animals or human remains.

Planzer Paket excludes all liability resulting from the transport of such deliveries.

The Client shall indemnify Planzer Paket against any damages, consequential damages and costs connected with litigation or similar legal disputes.

3.4 Opening packages

Planzer Paket is entitled to open packages under the following circumstances:

- if this is necessary to satisfy a provision of law or an order issued by a public authority (e.g. customs);
- in order to identify the recipient or the sender of an undeliverable shipment if it has not been possible to identify these in another manner;
- in order to secure the content of a damaged shipment;
- in order to avert risks arising from a shipment for persons or property;
- in order to determine whether the shipment contains perishable goods.

Planzer Paket is not obliged to check the content of packages. If it is necessary to open a package, then the Client must reimburse Planzer Paket for all costs and expenses arising as a result.

4. DELIVERY PERIODS, DEADLINES

Unless agreed otherwise by the Parties, after acceptance (day A) deliveries shall be made to the recipient on the following day (day B). Planzer Paket makes no guarantee in this regard and assumes no liability.

5. DELIVERY NOTES AND OTHER DOCUMENTATION

Planzer Paket stores delivery notes, orders and other documentation exclusively in electronic form. Original documents are not retained.

6. QUALITY MANAGEMENT

Planzer Paket has an internal Planzer quality management system in place ("PQM") and is not ISO-certified. The Client is aware of this and accepts the PQM as adequate.

7. LIABILITY

7.1 Planzer Packages

7.1.1 Transportation

In particular, the liability of Planzer Paket is determined on the basis of the value of the goods at the place and time of their acceptance for shipment, capped at CHF 15/kg of effective cargo weight of goods damaged or lost, including the transport fee. The maximum liability per event is CHF 500. An event is considered to be a single event if there is a unitary cause for the damage or there is an inventory discrepancy, irrespective of whether the discrepancy resulted from multiple storage orders.

Planzer Paket shall not be liable for damages relating to delays.

7.1.2 Other services

The liability of Planzer Paket for damage to and loss of goods during the provision of other services is limited to a maximum CHF 15/kg of the affected portion of the goods. For other services of Planzer Paket that cannot be ascribed to specific item, liability shall be limited to the amount of damage incurred. The maximum liability per event in either case is CHF 500.

7.2 Client

The Client must declare the value of the goods without being requested to do so if the goods being transported have a value of more than CHF 15/kg of effective freight weight.

The Client is liable for its own errors and omissions, and in particular for all consequences resulting from:

- Packaging that does not meet the requirements of the agreed transport and goods handling or which is unsuitable in terms of its form, content and/or type;
- Insufficient, incomplete or incorrect information or instructions in an order or in the freight, customs clearance or accompanying documents;



- Missing or insufficient designation and/or labelling regarding the special properties of the goods being transported, its weight distribution or susceptibility to damage;
- Shipment of deliveries excluded from the transport service.

The Client shall fully indemnify Planzer Paket against all third-party claims arising from or in connection with this agreement or its fulfilment by Planzer Paket, including, in particular, claims arising from erroneous or missing information.

Once the shipment is accepted without reservation, all claims against Planzer Paket shall expire. This shall not include cases of intentional deceit or gross negligence. Damage that is not visible externally must be reported in writing no later than eight days after delivery, including the day of delivery.

7.3 Exclusion of liability

7.3.1 General information

The liability of Planzer Paket is excluded in cases of

- Breakage as a result of normal vibrations;
- Breakage within the item itself;
- Damage to or loss of goods transported in externally undamaged packaging and whose good condition and completeness could not be inspected upon acceptance;
- Damage as a result of deficient or unsuitable packaging;
- General damage to the external packaging and/or manufacturer packaging;
- Damage as a result of the weather;
- Damage caused by scratches, scrapes, pressure and abrasions, chipped enamel or paint and glued parts and veneers that have come loose;
- Intentional damage by third parties.

7.3.2 Consequential damages

Planzer Paket shall not be liable for indirect or consequential damages such as interest and exchange rate losses, production or business disruptions of any kind. Planzer Paket shall not be liable for incorrect estimates and/or collection of freight charges, duties, taxes or fees of any kind by third parties, such as the authorities, freight carriers, etc.

7.3.3 Force majeure

Planzer Paket shall not be responsible or liable for delays, impossibility of performance or damage caused by force majeure. Planzer Paket shall be released from performance obligations for the duration of the event.

For the purposes of this agreement, force majeure is deemed to include, in particular, all events that are unforeseeable or events that – even if that had been foreseeable – were beyond the control of Planzer Paket and whose impact on performance of the agreement cannot be prevented through reasonable efforts by the contracting parties.

8. INSURANCE

8.1 Liability insurance

Planzer Paket has freight forwarder liability insurance to cover liability as outlined under item 7. Upon request, Planzer Paket shall provide the Client with confirmation of insurance coverage.

8.2 Property insurance (“transport insurance”)

Goods transported under an order from the Client are not covered by property damage insurance (“transport insurance”) held by Planzer Paket. If the Client would like to conclude transport insurance, it must contact Planzer Paket before issuing the transport order. The premium charged by the insurance company shall then be payable by the Client. If damage to the goods is covered under the property insurance of the Client, the Client undertakes to assert and enforce accruing claims against the insurer. The insurer may have a recourse claim against Planzer Paket for paid insured benefits as outlined under item 7.

9. CONFIDENTIALITY/DATA PROTECTION

The Parties undertake to treat as confidential all information and knowledge of which they become aware in the course of processing the orders and not to disclose it to third parties.

The Parties shall be obligated to return any data/data storage media, documents, etc. that they have erroneously received for any reason to the other party without delay.

The duty of confidentiality remains in force even after processing of the transport order is complete.

9.1 Handover of goods and documents after order processing

The right to demand handover of electronic documents or information expires six months after the end of this agreement. After the end of this period, Client shall only have the right to request the handover of documents or information in justified cases, i.e. Client must provide Planzer Paket with a court ruling or official order indicating that the electronic documents or information are required. Additional costs thereby accruing shall be invoiced to Client.

10. SEVERABILITY

Should any provision of these GTC be or become invalid, wholly or in part, the remaining provisions shall remain in effect. The invalid provision shall be replaced with a valid provision that approximates the purpose of the invalid provision as closely as possible.

11. APPLICABLE LAW, PLACE OF JURISDICTION

The contractual relationship shall be governed by Swiss law.

The Parties’ dealings shall be conducted in a spirit of fairness and loyalty, thus any issues, complaints, differences of opinion etc. shall be settled through fair, objective discussion and direct negotiation in good faith among equals.

For any disputes that cannot be settled out of court, the courts in the city or town where Planzer Paket has its registered office in Dietikon shall have jurisdiction.

Before resorting to the competent judge, the Client has the option of filing an application for arbitration at PostCom’s arbitration board for the purpose of resolving the dispute. The arbitration board’s aim is to propose a solution to the parties as a neutral and independent mediator (further information is available at www.ombud-postcom.ch).

12. AMENDMENT OF THE GTC

Planzer Paket reserves the right to amend the GTC at any time.

As at: February 2018

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