

## General Terms and Conditions for DHL Express (Switzerland) Ltd. Domestic Services

### 1. Area of application

These General Terms and Conditions apply to relationships between the customer and DHL Express (Switzerland) ("DHL Express") concerning the use of postal services within Switzerland and Liechtenstein. These apply for the following products which will feature in the respective product brochures:

- A-Pac
- Swisspack
- Swisspack before 10 am
- Swisspack before 12 am
- Swisspack Night
- Swisspack without signature
- Swisspack Basic
- Swisspack Saturday
- Swissplus
- Swissplus before 9 pm
- Swissplus before 12 pm
- Swissplus Saturday

They also apply to the following additional services that can be additionally purchased by the customer:

- Additional service bulky goods
- Additional service packaged goods

### 2. General conditions

#### 2.1. Acceptance

##### 2.1.1. Addressing and packaging

Items must be addressed and packaged according to postal regulations. DHL Express may charge a supplement if extra processing is necessary for items which do not comply with these regulations. DHL Express may open items to check their content, but is not obliged to do so.

##### 2.1.2. Applicable data

Only data on items that has been delivered by the customer electronically or in a different form is used and is applicable for further processing.

#### 2.2. Prices and payment methods

##### 2.2.1. Prices

Services provided by DHL Express are subject to the prices listed in the current price list or the order confirmation. These prices do not include VAT or the fuel surcharge for road transport. With the "Swissplus", "Swissplus before 9 pm", "Swissplus before 12 pm" and "Swissplus Saturday" services, the prices will be calculated according to the respective higher weight (weighed value vs. volume factor). The volume factor is 250 kg/m<sup>3</sup>. Goods with the following characteristics will be defined as **additional service bulky goods** in the DHL network (max. values):

- **Length:** above 120 cm and up to 200 cm
- **Width/Height:** above 60 cm
- **Belt dimensions:** above 360 cm and up to 440 cm (length + 2× width + 2× height)
- **Weight:** less than 50 kg, but oversize (length of belt dimensions)
- Packages without a stable floor area and/or unstable centre of gravity
- Non-stackable packages (such as: tyres, canisters, etc.)

Swisspack products with the following characteristics will be defined as **additional service packaged goods** in the DHL network (max. values):

- **Length:** more than 200 cm long
- **Belt dimensions:** more than 440 cm
- **Weight:** heavier than 50 kg
- **Packages on pallets** (standard Europallet: 120 cm × 80 cm × 15 cm)

##### 2.2.2. Invoicing, payment conditions

When the sender hands over items to DHL Express, an invoice shall be created using the data supplied by the customer either electronically or as a hard copy. The invoice amount is to be paid according to the payment methods listed on the invoice for the services.

## 2.3. Delivery

### 2.3.1. Time of delivery

Items shall be deemed delivered once DHL Express has handed them over to the addressee or delivered them to another location designated for this purpose.

### 2.3.2. Location and day of delivery

Items with or without proof of delivery shall be delivered on working days according to DHL Express services. **Errors and omissions regarding the transit times or delivery times specified by DHL are excepted.**

### 2.3.3. Authorisation for delivery acceptance

Other than the addressee, any other persons residing at the same residence or present at the same business address are entitled to accept items.

## 2.4. Non-deliverable items

### 2.4.1. The following are deemed non-deliverable items:

- a. Items whose addressee cannot be located or determined;
- b. Items whose addressee refuses acceptance.

### 2.4.2. Return

Non-deliverable items shall be returned to the sender at his/her own cost. The sender has no right to reimbursement of the price paid at posting. DHL Express may open the item to ascertain its sender. Where the item cannot be returned to the sender, since he cannot be located, or no instructions are obtained from him on the disposal of the item and the addressee cannot be located or determined, the regulations in Art. 444 of the Swiss Code of Obligations (OR) shall apply: After 14 (fourteen) days, during which the item is stored at the cost and risk of the sender, it is sold privately.

## 2.5. Items excluded from posting

The following items are excluded from posting:

- a. Items which are addressed with a PO box number, and/or are coded, and/or are marked as "poste restante";
- b. Items which do not meet the criteria listed in the latest product brochure;
- c. Items with a value exceeding CHF 40,000 (forty-thousand Swiss Francs) for the services "Swisspack", "Swisspack before 10 am", "Swisspack before 12 pm", "Swisspack Night", "Swisspack without signature", "Swisspack Basic" and "Swissplus" and "Swissplus before 12 pm" and on no account cash, gold or silver ingots, precious metals, clocks, jewellery, precious stones, works of art, antiques, bonds, bills of exchange, account books, bonds payable to the bondholder; goods that are illegal to post;
- d. Items whose packaging is unsuitable in terms of form, content and/or type;
- e. Items which could injure people or cause material damage;
- f. Items whose weight exceeds the maximum weight indicated in the DHL Express range of services;
- g. Drugs;
- h. Perishable or easily damaged goods or goods that need special protection from vibrations, heat or cold, temperature fluctuations or damp, and which require specific technical precautions;
- i. Firearms, munitions, explosives or military equipment;
- j. Pornographic items or content of any kind which could be classed as pornographic or politically sensitive under the law;
- k. Any goods which are classed as dangerous or forbidden items or are only permissible under certain conditions according to domestic or international conditions;
- l. Live animals, human remains.

## 2.6. Cash on delivery items

- a. If according to the product description, the COD dispatch is possible and the customer commissions DHL Express to deliver an item as COD, the amount to be paid by the addressee on acceptance must be clearly legible on the item label and in the accompanying papers.
- b. DHL Express is not liable for damages which arise owing to inaccurate information. Any damage which occurs as a result of inaccurate, incomplete or incorrect information and/or labelling is at the cost of the customer. In such cases, the customer is liable for all costs and expenses and must pay DHL Express for all possible claims by third parties against DHL Express, and for all compensation arising from damages in connection with the posting.
- c. According to the conditions in Paragraphs 2.3.1 of these General Terms and Conditions, DHL Express shall only hand over the item to the addressee or a person nominated for this purpose upon payment of the COD amount.
- d. The maximum amount for a COD item is listed in the DHL Express range of services.

## 2.7. The right to open items

DHL Express is entitled to carry out spot checks on items or open suspicious items in order to check whether the item or the goods are excluded from posting under Paragraph 2.5.

### 3. Insurance

After accepting the customer's order, DHL Express may take out transport insurance for the customer. However, this must not exceed a value of CHF 5,000 (five thousand Swiss Francs) for the services "Swisspack", "Swisspack before 10 am" and "Swisspack before 12 pm" or a value of CHF 40,000 (forty thousand Swiss Francs) for the services "Swissplus", "Swissplus before 9 pm", "Swissplus before 12 pm" and "Swissplus Saturday" provided the customer places an order to this effect and pays the insurance premium. The insurance does not cover indirect loss or losses caused by delay. The insurance applies exclusively to the various services listed in the DHL Express range of services.

### 4. Specific conditions for domestic posting

#### 4.1. Liability

##### 4.1.1. Basic conditions

DHL Express is liable subject to the conditions listed in the Swiss Code of Obligations regarding the contract of carriage with the following amendments/modifications. If the customer does not use a suitable service as listed in the DHL Express range of services for posting an item or posts goods or items which are excluded from posting, DHL Express accepts no liability. DHL Express is only liable for direct damages and only up to the maximum amounts listed below and thus on no account for consequential damage and loss of profit.

##### 4.1.2. Liability limits

The following liability limits apply, in particular but not exclusively in connection with Art. 447 and 448 of the Swiss Code of Obligations:

- a. For all damage in transit, which occur due to full or partial destruction, damage or full or partial loss of a parcel with the services "Swisspack without signature" and "Swisspack Basic", DHL Express is liable up to a limit of CHF 500 (five-hundred Swiss Francs).
- b. For all damage in transit, which occur due to full or partial destruction, damage or full or partial loss of a parcel with the services "A-Pac", "Swisspack", "Swisspack before 10 am", "Swisspack before 12 pm" as well as "Swissplus", "Swissplus before 9 pm" and "Swissplus before 12 pm", DHL Express is liable up to a limit of CHF 1,000 (one thousand Swiss Francs).
- c. For all damage in transit, which occur due to full or partial destruction, damage or full or partial loss of a parcel with the service "Swisspack Night", DHL Express is liable up to a limit of CHF 3,000 (three thousand Swiss Francs).
- d. For all damage caused by delay, the liability is limited to the invoice amount for the carriage of the late item.

##### 4.1.3. Claimants

The sender is entitled to compensation in Paragraph 4.1.2.

##### 4.1.4. Exceptions to the basic liability clause

DHL Express is not liable:

- a. for acts of God, particularly but not limited to natural disasters, power outages or electronic damage, riots, social conflicts, proceedings or injunctions against a person who is not employed by DHL Express or under contract with them;
- b. if the damage was caused by the sender, in particular as a result of incomplete or incorrect information, inappropriate packing or addressing or if the damage is attributable to the type of the item's content;
- c. if the item is excluded as described in the conditions under Paragraph 2.5 or if it has been seized or destroyed by the relevant authorities;
- d. if the addressee accepts the item without reservation (cc. Paragraph 5);
- e. if the addressee has not submitted a complaint as regards defects on the item which are not visible from the outside within 8 (eight) days (Art.452 OR; cc. Paragraph 5).

##### 4.1.5. Liability of the sender

- a. The sender of an item is liable for all damages that DHL Express and/or third parties incur as a result of posting unauthorised items or objects that do not comply with posting regulations or non-observance of the conditions of admission.
- b. The acceptance of such an item by DHL Express does not exempt the sender from liability.

##### 4.1.6. Possible collection of the compensation amount

- a. If the lost item or part thereof is found after payment of compensation estimated to be the value of the item, the sender or the addressee shall be informed that they may have this delivered within a period of (3) three months upon repayment of the compensation amount.
- b. If the sender and addressee decline acceptance of this item, it shall become the property of DHL Express.

### 5. Obligation to check by addressee/complaint period

The addressee is obliged to check the item for damage or completeness immediately upon receipt. Defects not visible from the outside must be reported upon receipt. All complaints regarding defects not visible from the outside must be sent in writing to DHL Express within 8 (eight) days after acceptance of the item, since otherwise DHL will not be liable (cc. Paragraph 4.1.4 above).

## 6. Other conditions

### 6.1. Subcontracting

DHL Express may call in subcontractors to perform the contract and is liable only for their proper selection and instruction, provided these are not subcontracted carriers. Liability in accordance with Art. 449 of the Swiss Code of Obligations shall apply for the transport companies (subcontracted carriers) commissioned by DHL Express, whereby DHL Express remains liable to its customers but has a right of recourse to the subcontracted carrier.

### 6.2. Alteration to the General Terms and Conditions

DHL Express reserves the right to change these General Terms and Conditions at any time.

## 7. Offsetting and assignment

- a. It is only possible to offset claims made by DHL Express if the enforceability of a claim was established or this was recognized in writing by DHL Express.
- b. The holder of the right may not assign claims that he/she may have against DHL Express without its written authorisation. So far as DHL Express is liable to the customer, the customer shall assign any rights to DHL Express, which he or she has in regard to the addressee of the item and third parties, which are the cause of the damage.
- c. For enforceable claims against the customer, DHL Express has the right of lien and right of retention on goods and assets that have been transferred to it.

## 8. Data protection

Unless otherwise indicated, DHL Express may provide the name and address of the customer to third parties. DHL Express may collect, save and process data provided by the sender or the addressee for services to be carried out and/or performed. In addition, DHL Express may pass this data on to state authorities and institutions in accordance with legal regulations upon demand.

## 9. Ineffectiveness of individual conditions of these General Terms and Conditions

The ineffectiveness of an individual condition of these General Terms and Conditions shall not affect the effectiveness of the other conditions of these General Terms and Conditions.

## 10. Written form

All additional agreements that deviate from the General Terms and Conditions are only valid in the written form and if they have been signed by both contractual parties.

## 11. Applicable law/place of jurisdiction

Swiss Law is binding for these General Terms and Conditions. The exclusive place of jurisdiction for all disputes is Basel.

## 12. Source text

The DHL Express General Terms and Conditions are available in German, French, Italian and English. In the event of dispute, the German version shall apply.