

General Terms and Conditions (GTC) for parcel transport of Quickpac Planzer AG

1. Subject matter and jurisdiction

These terms and conditions (hereinafter referred to as "GTC") govern the relationship between Quickpac Planzer AG (hereinafter referred to as "Quickpac") and its customers (hereinafter referred to as "customers" or "clients") and form an integral part of all contracts concluded with Quickpac for the provision of services by Quickpac.

By handing over packages to Quickpac, the customer agrees to these terms and conditions. Any terms and conditions of the customer do not apply without a different agreement.

In addition to these terms and conditions, the currently valid price lists and product descriptions apply. The T&Cs apply unless otherwise expressly accepted by Quickpac in the offer or in the contract between the customer and Quickpac. In addition, the provisions of the Swiss Code of Obligations apply. All disputes are subject to the jurisdiction of the courts at the registered office of Quickpac Planzer AG.

Quickpac reserves the right to change the T&Cs at any time. Subsequent changes or additions to these GTC shall become part of the contract if the customer does not object to the amended or new provisions within 30 days of becoming aware of them. The current edition of the T&Cs can be found on www.quickpac.ch.

The terms and conditions are written in German and French. In the event of any contradictions, the German version shall prevail.

2. Relevant data

The data contained on the packages, which are delivered electronically by the customer, will be used and will be decisive for further processing. If the customer's data differs from the data collected by Quickpac, Quickpac's data shall prevail.

3. Offers, prices and payment methods

Offers and offers from Quickpac are valid for 30 days from the date of the offer. Prices are binding. This does not apply to any clearly identifiable errors in the price calculation or in the scope of services. Unless otherwise stated, all prices are exclusive of VAT.

Quickpac is billed 14 times a day. The invoice amount is payable within 10 days. Quickpac has the right to demand advance payment from the consignor at any time without giving reasons. If the customer is in arrears with a payment, Quickpac may charge a default interest of 5 percent per annum, may not perform agreed services for the time being or withdraw from the contract with the customer without payment of compensation. Quickpac reserves the right to assign unpaid invoice amounts to a company commissioned with debt collection after an unsuccessful reminder.

4. Delivery

The times agreed in the individual contract are considered to be standard terms. If the end of the term falls on a public or local holiday at the place of performance, service will be effected on the following working day.

If parcels with business addresses are delivered for the first time on the evening track, Quickpac is not bound to the transit time and can only deliver such parcels in the following morning shift.

If the recipient's address is changed after posting, the parcel in question is considered a new posting.

If a parcel is controlled by the recipient through delivery options, Quickpac does not have to adhere to the delivery time specifications and any additional services provided by the sender and the transit time is deemed to have been fulfilled.

In the event of any further delivery attempts, the original performance statements with regard to delivery in accordance with the date commitment no longer exist. Transit times are only indicative and cannot be guaranteed.

4.1. Delivery of the package

The delivery of the package depends on the product chosen. If this provides for a personal handover, this will be done to the recipient or another person who can be found at the deliverable recipient's address, whereby there is no obligation on the part of Quickpac to verify the authorization to receive the recipient. We reserve the right to make agreements to the contrary with the sender or the recipient. The customer acknowledges that the recipient has the option of granting Quickpac a delivery authorisation (delivery without signature) in any case. In such a case, the customer waives the need for proof of delivery.

4.2 Undeliverable parcels

If a parcel cannot be properly delivered, Quickpac may make further delivery attempts and may then hand over the shipment to another delivery organisation for carriage or to another service provider to hold the parcel at a pick-up location. In the event of definitive impediments to delivery, Quickpac is entitled to immediately return a parcel to the customer without obtaining instructions from the customer. Quickpac will charge the original price excluding additional services plus a surcharge

of CHF 0.50 for the return of undeliverable parcels.

Consignments are considered to be definitively undeliverable if the recipient

- cannot be determined,
- refuses to accept,
- the consignee does not accept the consignments within the stipulated period, even if they make a further delivery attempt or keep them ready at a collection point.

5. Dates

The agreed delivery dates are only valid if the parcels arrive at Quickpac or at service providers commissioned by Quickpac or are ready for collection in accordance with the agreement.

If parcels are not delivered in accordance with the contract, Quickpac is entitled to postpone the delivery of the parcels to the following day. Parcels shall be deemed to have been delivered at the time Quickpac has placed the parcels in the deposit box, handed them over to the addressee or a pick-up point, or has deposited them at a suitable location.

6. Grounds for exclusion

Quickpac may, at its sole discretion, exclude from carriage parcels which:

- contain dangerous goods in excess of the legally permitted quantity, or are not correctly labelled as dangerous goods,
- Securities, banknotes, hard money, precious metals, cheques
- otherwise violate applicable law or the interests of Quickpac.

In these cases, Quickpac may withdraw from the contract without compensation.

The transport of dangerous goods is regulated in the latest version of the "Dangerous Goods" leaflet.

7. Place of posting

The parcels must be delivered to one of the acceptance depots specified by Quickpac. On the basis of an explicit separate agreement, the collection of the parcels may also be carried out by Quickpac or a third party commissioned by Quickpac. If an agreed pick-up is cancelled too late, Quickpac may charge the agreed costs according to the following scale:

- Up to 24 hours: 0%
- Up to 12 hours: 50%
- Less than 6 hours: 100%

8. Consignment conditions

The packages are to be prepared by the customer or by the third parties commissioned by the customer in accordance with Quickpac's specifications. These include, in particular:

- Prior electronic data transmission
- Address label with an 18-digit barcode that allows the shipment to be identified.
- Two-digit depot number, at least 15 mm high.
- Parcels must not have a franking note that can be assigned to another parcel delivery organization.
- Containers (e.g. pallets, roll containers, interchangeable frames) must be provided with appropriate container slips, which are provided by Quickpac as pdf files.

9. Surcharges

Quickpac is entitled to charge the customer a surcharge of CHF 9.50 excl. VAT in the following cases, the surcharges are not eligible for discounts:

- Exceeding the maximum size of 60 x 60 x 100 cm
- Exceeding the maximum weight of 30 kg
- (Re)packaging by Quickpac required to protect contents from damage

Quickpac is entitled to charge the customer a surcharge of CHF 4.50 excl. VAT for parcels with incomplete or incorrect addresses, if Quickpac is able to correct the address and notifies the customer of the corrected address.

If the agreed data transmission is not available by the time of the first registration attempt, Quickpac is entitled to charge CHF 1.20 per package for the manual data entry required at that time.

In the case of bulky goods shipments, a second and third delivery attempt is mandatory for unattachable shipments. For a second and third delivery attempt, the base price will be charged again.

If Quickpac is commissioned with the collection, Quickpac is entitled to charge a cost-oriented surcharge if the agreed parcel volume is less than 25%.

Quickpac is entitled to invoice costs for unexpected processing expenses (e.g. safety surcharge, surcharge for dangerous goods, surcharge for packages that cause additional processing effort and any additional surcharges).

In the case of parcels that exceed the agreed maximum format, Quickpac decides whether the parcel will be transported by Quickpac itself or handed over to a third party for delivery. In this case, only Economy or Priority transit times are possible. Billing is carried out directly or via a third party. Returns to the sender are also subject to a surcharge.

10. Undeliverable parcels

Undeliverable parcels will be handled by Quickpac in accordance with the service agreed with the customer. The client is not entitled to a refund of the price paid at the time of consignment.

11. Liability

Principle

- a. Unless otherwise stipulated below, Quickpac's liability shall be governed by the provisions of the Swiss Code of Obligations relating to the contract of carriage.
- b. Quickpac shall only be liable up to the amount of the proven damage, i.e. up to the cost price of the contents of the consignment, excluding VAT. It is not liable for force majeure, consequential damages, spoiled goods, damaged packaging and loss of profit. If the customer does not use the service provided for this purpose in accordance with Quickpac's offer for the transport of his shipment or if he ships goods excluded from transport, liability is excluded.
- c. Liability is also excluded if the consignments are deposited at the request of the sender or recipient in deviation from the ordinary delivery.
- d. Quickpac is only liable if the packaging is suitable for the contents of the shipment and complies with the recommendations in Quickpac's shipping instructions.
- e. If a shipment damages the infrastructure of Quickpac or third parties, third-party shipments or causes personal injury, Quickpac may sue the sender for the damage caused.

Quickpac is liable for damages resulting from damage, loss or incorrect delivery as follows:

- Unless otherwise agreed in writing, up to a maximum amount of CHF 500 per package.

- A liability case must be reported in writing to info@quickpac.ch within 30 days of the parcel being delivered; after that, the entitlement expires.
- In any case, Quickpac will only assume liability for parcels that have been scanned at the time of delivery to a Quickpac depot.

12. Entrusted databases

Quickpac ensures that its customers' data is adequately secured against unauthorized access and destruction. It also ensures this in the sphere of influence of any service providers commissioned by it.

13. Compliance with the Data Protection Act

Quickpac complies with the provisions of the Swiss Data Protection Act. Quickpac will only use personal data provided to it by the Client for the purpose of transporting the order placed and undertakes to delete personal data within six months of completion of the carriage of the order.

If required by law, Quickpac may, for a period of three months, store information at the level of buildings as to whether a package has been delivered for an order for a specific building. Quickpac may use this information for billing with carriers, for optimising the delivery network and for comparisons with third-party addresses. A comparison with addresses of third parties must always be carried out anonymously, by comparing the data only at the level of buildings or cells with at least three households (in the case of single-family houses with neighbouring buildings). A client has the right at any time to object to the counting of his parcels for comparison with addresses of third parties. As a matter of principle, Quickpac may never pass on personal data of deliverable addresses.

14. Confidentiality

Quickpac undertakes to maintain the strictest secrecy about all information obtained in connection with its services from the sphere of influence of its customers. It also passes on this commitment to its employees.

15. Representation/Services of Third Parties Quickpac is entitled to commission third parties to perform the contract. In this case, Quickpac is responsible for the careful selection and instruction of these contracted third parties.

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