

# General terms and conditions

## Standard services

### 1 Transport service

Shipments are generally delivered within 24 hours throughout Switzerland and the Principality of Liechtenstein. The standard door-to-door service comprises pick-up, transportation and delivery to the recipients. Goods are picked up from and delivered to the loading platform or kerb.

### 2 Goods in transit

We will generally transport goods of any size and type (with the exception of live animals), provided they can be loaded into covered trucks and covered railway carriages.

The client or sender is responsible for ensuring that the goods are packaged appropriately for transportation by road and/or rail. Any detrimental effect on the goods themselves, the rest of the cargo, the means of transportation or persons is excluded.

The client is responsible for ensuring that hazardous goods are packaged, labelled and provided with the required accompanying documents in accordance with ADR/SDR specifications. The following shipments require a special agreement and must be specifically mentioned when the order is placed:

- Individual items with a maximum gross weight of more than 1,500 kg
- Goods that are easily perishable
- Living plants
- Very high-value goods (e.g. watches, precious metals and securities)

### 3 Transport order

#### (consignment note – accompanying shipping papers)

An electronic order request from the client containing no less than the following information is required to process the transportation:

- Complete address for both the sender and recipient
- Type of goods, number of items, type of packaging, gross weight and dimensions of the individual transportation units (length x width x height)
- Specific shipping instructions (e.g. notification/scheduling, cash on delivery, appointed times, opening times, etc.)

The 'specific shipping instructions' must be notified separately to the relevant transportation department and are associated with additional costs. The packing units must include the freight carrier's transport label.

Hazardous goods must be declared in accordance with the statutory regulations. The sender must also clearly note any instructions for special handling of the goods on the packing unit, such as weight distribution, etc.

### 4 Price calculation

#### 4.1 Freight price

Transport prices are calculated based on the currently valid overland freight (GU) tariff of the Swiss Road Transport Association (ASTAG). To determine the freight price, we require the following information:

- Postcode of the departure and destination points
- Gross weight of the individual transportation units (including pallet and packaging)
- Dimensions of the individual transportation units (length x width x height)
- Stackability of the individual transportation units<sup>1</sup>

A surcharge of 10% to 30% applies from or to mountainous regions, side valleys and remote areas (already included in the GU tariff).

Fees and other expenses for connecting transport (e.g. mountain railways and electric vehicles) and special permits are charged as an additional service at cost.

#### 4.2 Applicable tariff weight

The price is calculated based on the tariff weight of the individual transportation units. The tariff weight is the higher of the dimensional weight and the actual gross weight of the individual transportation units (including pallet and packaging).

The dimensional weight is determined as follows:

Stackable goods	1 m <sup>3</sup>	=	250 kg
Non-stackable goods	1 m <sup>2</sup>	=	500 kg
Loading metre (LM)	1 LM	=	1,200 kg

When shipping SBB/EURO pallets, frames and covers, the following dimensional weight rules apply (max. surface area 1.2 x 0.8 m/excluding overhang):

##### Euro I

Total height <60 cm, min. 125 kg dimensional weight

##### Euro II

Total height 61–100 cm, min. 250 kg dimensional weight

##### Euro III

Total height > 100 cm, min. 400 kg dimensional weight

#### 4.3 Loading equipment

##### 4.3.1 General

For general transportation with loading equipment of shippers or recipients, only intact items of transportable loading equipment that permit efficient transport and handling (such as Euro/SBB pallets in accordance with EPAL/UIC standards or equivalent loading equipment such as covers and frames) may be used.

##### 4.3.2 Return transportation of loading equipment

If the client is not due any exchange equipment from the freight carrier, the empty standard exchange equipment will be transported on the following basis:

Euro pallet	CHF 2/unit
Frame	CHF 6/unit
Cover	CHF 1/unit
Minimum charge	CHF 20/order

##### 4.3.3 Transportation using exchange equipment

When requesting the order, the client must clearly state whether or not loading equipment needs to be exchanged (only standard equipment such as Euro pallets, frames and covers). A service fee is charged for orders using exchange equipment and shown separately on the transport invoice:

- 4.5% of the net freight costs for exchange pallets in accordance with EPAL/UIC criteria
- 6.5% of the net freight costs where frames and covers are used and for pallets used in cross-border shipments
- 6.5% of the net freight costs if as-new exchange equipment needs to be delivered

##### 4.3.4 Exchange

If the items of exchange equipment cannot be exchanged on a one-for-one basis with the recipient, the freight carrier is entitled to request the deposits for the exchange equipment from the client.

Should the client's exchange equipment exceed 450 Euro pallets, 250 frames or 250 covers and this balance cannot be settled, a storage fee will be charged. The calculation is based on the total quantity of exchange equipment held, as follows:

Euro pallets	at least CHF 0.025 per pallet/day
Covers	at least CHF 0.025 per cover/day
Frames	at least CHF 0.05 per frame/day

## Surcharges

### 5 Hazardous goods

A surcharge of 10% is added to the freight price for hazardous goods (min. CHF 20, max. CHF 50 per shipment). A surcharge of 20% applies to the transportation of Class 1 goods that require explosion-proof vehicles (min. CHF 50, max. CHF 130).

### 6 Empty runs/second delivery attempts/waiting times/multiple unloading points

- Empty runs for pick-up orders due to incorrect information are charged at a flat rate of CHF 50
- For second delivery attempts, a surcharge is applied on a time and material basis
- For waiting times, a surcharge of CHF 90/hour is applied to freight costs (loading and unloading times are included in the freight costs up to a maximum of 5 minutes per 1,000 kg)
- Multiple loading or unloading points at the same address incur a charge of CHF 60 per additional loading and/or unloading point.

### 7 Fuel surcharge

Fuel price fluctuations are shown separately and invoiced as a separate fuel surcharge on the agreed freight prices. The current diesel floater can be seen on the freight carrier's website.

### 8 Congestion surcharge

A route-specific congestion surcharge is shown and invoiced on freight prices for traffic congestion. The basis is the hourly traffic jam by Viassuisse in cooperation with FEDRO. The current congestion index can be found on the freight carrier's website.

<sup>1</sup> Transportation units that can be loaded with other heavy transportation units are considered to be stackable goods.

## Additional services

### 9 Inside delivery of goods

Goods are only delivered (from the kerb) into a building, cellar, etc., if a request is sent in writing and the location is accessible with a pallet truck and/or the individual items weigh no more than 25 kg. A surcharge of CHF 10/100 kg is applied (minimum: CHF 50/shipment).

### 10 Scheduled deliveries/pick-ups

Time-restricted deliveries or pick-ups must be agreed in advance with the freight carrier's scheduling department. (In particular, scheduled deliveries to mountainous and remote areas, such as Graubünden and Valais side valleys, are only possible after 10 am, and deliveries to the Engadine, Val Poschiavo, Val Bregaglia and Val Müstair only from 2 pm). Furthermore, the scheduled delivery date must be clearly stated when requesting transport.

Additional charges are incurred as follows:<sup>2</sup>

#### Delivery

Fixed deadline all day: CHF 80

Before-slots in full hours:

before 9 am: CHF 80

after 9 am: CHF 60

#### Pick-up

Applies to third-party addresses:

after 4:30 pm: CHF 80

### 11 Notification (by telephone) and scheduling (by electronic means)

Notification by telephone or scheduling by email or SMS with the recipient or sender of a shipment may be provided if requested by the client. This is charged at CHF 5 per notification or scheduled delivery. In the case of deliveries to private households, the delivery scheduling is charged automatically.

### 12 Collections

Collection commission is 2% of the collection amount, but no less than CHF 30 per shipment. Collection orders must be notified clearly and separately to the freight carrier. The collection order must meet the following requirements:

- Made out in writing by the client
- Only one total collection amount per recipient, shown in Swiss francs
- Collection amounts can only be paid in cash

### 13 Transport insurance

Goods transported by the freight carrier are not covered by its property insurance ('transport insurance'). If specifically requested by the client, the freight carrier will take out transport insurance (all risk, loss and damage of goods) at the client's expense. Insurance premiums for transport in Switzerland and the Principality of Liechtenstein: from 0.2% of the value of the goods, min. CHF 30/shipment.

### 14 Proof of delivery

Confirmation of delivery is obtained by means of a digital signature. The proof of delivery can be provided electronically.

If requested by the client, a physical delivery document may be signed by the recipient, subject to a fee.

### 15 Trade fairs

Unless offered individually and taking into account point 4.1, transport to/from trade fair sites is subject to a surcharge of CHF 150 per delivery or collection on working days, CHF 300 on Saturdays and CHF 350 on Sundays or public holidays.

### 16 Temporary storage

If shipments are temporarily stored for longer than five calendar days, the charge for handling and this time is subject to the usual conditions for warehouse orders (at least CHF 0.50 per m<sup>2</sup>/day).

The client is responsible for securing and insuring the shipment against fire, water damage and theft.

### 17 Missing dimensions

Any missing dimensions of the transportation units will be recorded by the freight carrier for a fee (CHF 5 per transportation unit).

## Terms of payment

### 18 Invoicing/payment terms

Unless otherwise agreed, invoicing is on a weekly basis and in Swiss francs. The agreed freight prices do not include VAT, which is shown separately.

Invoices must be paid net and without deductions within 30 days of the invoice date. If payment is not made within 30 days (payment deadline), interest of 5% is due on amounts in arrears from the following day. Any discounts will be debited subsequently. The freight carrier does not accept payment by WIR cheque.

If the client and freight payer are not the same entity, the client is jointly liable for ensuring freight payment upon first request.

## Liability

### 19 Damage

Any damage or missing goods must be noted immediately in the presence of the driver. Damage that cannot be identified externally must be reported in writing within eight days of delivery, with the day of delivery counting as the first day.

### 20 National transport

Liability is determined by the liability provisions of ASTAG. In particular, the freight carrier's liability for the loss or damage of transported goods is limited to CHF 15 per kg based on the actual freight weight of the lost or damaged goods. The maximum liability for a single loss event is CHF 40 000.

The freight carrier will only pay damages for delayed delivery if liability for this was agreed in writing. In this case, the freight carrier's liability will not exceed the agreed freight fee.

Liability for indirect damage, such as loss of profits, business interruptions and other consequential costs, is excluded.

### 21 EDI connection/TransNet

Liability for damage due to an incorrect electronic order request (Transnet or individual EDI connection) is excluded.

## Miscellaneous

### 22 Validity of rates

Unless agreed otherwise, the rates are valid until the end of the year. The rates are not binding in subsequent years. The same applies to extraordinary raw material price increases affecting all materials for transport logistics infrastructure and warehouse logistics infrastructure.

### 23 Taxes and duties

Taxes (new or existing) and duties (new or existing), in particular the HGVC, or increases in these taxes and duties, will be invoiced after the entry into force of the new legal regulations.

### 24 Applicable law and place of jurisdiction

The agreement is subject to Swiss law. The exclusive place of jurisdiction is the location of the freight carrier's headquarters.

We expressly reserve the right to make changes.

<sup>2</sup> Waiting period: the tolerance for fixed delivery slots is +/- 30 minutes, and +30 minutes for before-slots.