

# 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, transport and delivery to the recipients. Goods are picked up from and delivered to the loading platform or kerb.

#### 1.1 Home Delivery

The throughput time of the shipments depends on the accessibility and availability of the recipients. In the case of Home Delivery+, the goods are collected from/delivered to the place of use. It is important to ensure that the approach to the place of use is freely accessible. Driveways, staircases and corridors must not be blocked or obstructed. The respective floor must be accessible without technical aids.

### 2 Goods in transit

In principle, goods of any size and type (with the exception of live animals) are transported provided the goods can be loaded into covered trucks and covered railway wagons.

The client or sender is responsible for ensuring that the goods are packaged appropriately for transport by road and/or rail. Any detrimental effect on the goods themselves, the rest of the cargo, the means of transport 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 1500 kg
- Goods that are easily perishable
- Living plants
- Very high value goods (e.g. watches, precious metals, securities)

### 3 Transport order

(consignment note – accompanying shipping papers)

An electronic order notification is required to process the transport, with the following minimum information from the client:

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

The 'special delivery instructions' must be registered separately in the relevant transport 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 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

The freight price is calculated on the basis of the currently valid overland freight (GU) tariff of the Swiss Road Transport Association (ASTAG), Planzer rail tariffs or an individual tariff agreement based on the agreed transport volume. The following information is required to determine the freight price:

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

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

The freight tariffs apply to places that are normally accessible by road. Fees and other expenses for connecting transport (e.g. mountain railways or delivery in traffic-free locations) are invoiced additionally at cost. The fees for Sunday, night and special travel permits are charged as additional services based on the expenses incurred.

#### 4.2 Applicable tariff weight

The price is calculated based on the tariff weight of the individual transport units. The tariff weight is the higher of the dimensional weight and the actual gross weight of the individual transport 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	=	1200 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):

<u>Euro I</u>	Total height < 60 cm, min. 125 kg dimensional weight
<u>Euro II</u>	Total height 61–100 cm, min. 250 kg dimensional weight
<u>Euro III</u>	Total height > 100 cm, min. 400 kg dimensional weight

#### 4.3 Loading equipment

##### 4.3.1 General

For general transport 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 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 per shipment 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 has to be delivered

If the exchange equipment cannot be exchanged on a one-for-one basis, the freight carrier is entitled to request exchange equipment credit from the client.

An exchange equipment account is maintained for regular recurring senders and/or recipients. The exchange equipment statement sent at the end of the month is deemed approved if no objections are raised within six days.

##### 4.3.3 Exchange equipment credit

A storage fee will be charged if the client's exchange equipment balance (or that of their sender or recipient) exceeds 450 Euro pallets, 250 frames or 250 covers and this balance cannot be settled. This fee is invoiced for the complete exchange equipment inventory at the end of the month, and is invoiced monthly at the following rates:

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

##### 4.3.4 Exchange equipment debt

If the client debt (or that of their sender or recipient) for reusable equipment exceeds 450 Euro pallets, 250 frames or 250 covers and this balance cannot be settled, a monthly fee will be levied for the amounts in use above these levels. The following rates are used to calculate the fee, whereby possible credits will be applied:

Euro pallets:	CHF 0.50 per pallet/month
Frame	CHF 1.65 per frame/month
Cover	CHF 0.35 per cover/month

The fee will be invoiced in the months in which the net balance of reusable equipment in use exceeds the above-mentioned limits.

If no exchange equipment is owed by the carrier and additional exchange equipment has to be procured at the request of the client, this is charged on the basis of the currently valid market prices. Transport of empty standard exchange equipment is done according to the following rates:

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

## 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 transport 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 a second delivery attempt, a surcharge is applied on an expense/management basis
- For waiting times, a surcharge of CHF 120/hour is added to the freight costs (loading and unloading times are included in the freight costs up to a maximum of 5 minutes per 1000 kg)
- Multiple loading or unloading points at the same address incur a charge of CHF 60 per additional loading and/or unloading point.

### 7 Diesel floater

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

### 8 Congestion surcharge floater

A route-specific congestion surcharge is shown and invoiced on freight prices for traffic congestion. The congestion hours

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

published monthly by ASTAG are used as a basis. The current congestion index can be found on the freight carrier's website.

## 9 Energy surcharge

Energy fluctuations are shown and invoiced in the form of a separate energy cost surcharge on the storage costs. The current energy cost surcharge can be found on the freight carrier's website.

## Additional services

### 10 Delivery of goods

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

### 11 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 mountain and remote regions, such as Graubünden and Valais side valleys, are possible only after 10 am, and deliveries to the Engadine, Val Poschiavo, Val Bregaglia and Val Müstair only from 2 pm). Furthermore, the agreed delivery date must be clearly stated in the transport registration.

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

#### Delivery

Fixed deadline all day: CHF 80

To-slots in full hours:

to 9 am: CHF 80

after 9 am: CHF 60

#### Pick-up

Applies to third-party addresses:

from 4:30 pm: CHF 80

### 12 Notification and scheduling

If requested by the client, our driver will notify the recipient or sender of a consignment by phone and/or arrange an appointment in advance by email or text message before delivery.

CHF 5 will be charged for each notification by our driver and/or for each prior appointment. In the case of deliveries to private households, the delivery scheduling is charged automatically.

### 13 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:

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

### 14 Transport insurance

Goods transported are not insured by the freight carrier ('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.

### 15 Proof of delivery

Confirmation of delivery is obtained by means of a digital signature. The proof of delivery can be provided electronically. Where required by the client, a delivery can be confirmed using a physical proof of delivery for a fee of CHF 5 per delivery.

### 16 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 week days, CHF 300 on Saturdays and CHF 350 on Sundays or public holidays.

### 17 Interim storage during transport

For shipments that have to be stored temporarily for more than five calendar days during transport, invoicing will be carried out at the usual conditions for storage orders (at least CHF 0.50 per m<sup>2</sup>/day and CHF 7.50 per transport unit for incoming and outgoing goods).

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

### 18 Handling

For self-deliveries and self-collectors (no transport service by the carrier), a surcharge of CHF 2.50 per 100 kg, with a minimum of CHF 15 per shipment, will be charged.

### 19 Missing dimensions

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

## Terms of payment

### 20 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 on first request.

## Liability

### 21 General

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 pay damages for delayed delivery only if this liability 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 profit, business interruptions or other consequential costs, is excluded.

### 22 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.

### 23 EDI connection/TransNet

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

## Miscellaneous

### 24 Validity of rates

Unless agreed otherwise, these rates are valid until the end of the year. The rates are not binding in subsequent years. Tariff adjustments due to extraordinary raw material and energy price increases with an effect on the materials used, infrastructure or transport and warehouse logistics services in general, are possible at any time and will be charged from the time the increases come into force.

### 25 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 entry into force of the new legal regulations.

### 26 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.