

TERMS & CONDITIONS (T&CS)

1. Subject

Planzer KEP AG (hereinafter referred to as Planzer Parcel) delivery service undertakes the national distribution of the Client's consignments from and to the location(s) in Switzerland and the Principality of Liechtenstein specified by the Client in the transport order (transport services). These T&Cs regulate the relationship between Planzer Parcel and the Client in connection with this service.

2. Transport orders

The transport order must contain all details necessary for proper execution, such as recipient address, delivery location, number of parcels, packaging, contents, weight, dimensions and delivery time.

At its discretion, Planzer Parcel is entitled to have transport services carried out by other companies and Planzer Group contract driver companies (hereinafter referred to as Planzer).

Planzer Parcel is authorised to leave the consignment in a location specified by the recipient without confirmation of receipt, provided the recipient has given their permission.

In the case of standard deliveries, Planzer Parcel leaves consignments in a safe place without confirmation of receipt. In this case, the consignment is deemed to have been correctly delivered to the recipient if it has been left in a safe place without confirmation of receipt. Proof of delivery of the consignment deposited in a safe place is a photo with associated GPS data (geotagging).

3. Consignments

3.1. Dimensions and weight

Parcels transported by Planzer Parcel must have the following maximum dimensions and weights:

Parcel	Max. weight	30.00 kg
	Max. girth	250.00 cm
	Max. length	150.00 cm
Bulky parcel	Max. weight	31.50 kg
	Max. girth	400.00 cm
	Max. length	250.00 cm

Calculation of girth

Girth = circumference + length



If the consignment exceeds these weights and dimensions, it will automatically be transported via Planzer's designated distribution channel (usually as general cargo), whereby the Client will be charged in full for any additional costs incurred.

In addition, consignments consisting of several packages destined for the same recipient are automatically transported as general cargo if their total weight exceeds 80 kg. Any additional costs are borne in full by the Client.

In such cases, it is the Client's responsibility to obtain information about the relevant Planzer prices from Planzer Parcel in advance.



3.2. Packaging

The sender must provide appropriate inner and outer packaging. The packaging must be able to withstand the stresses of automated sorting equipment and other mechanical handling (drop height of up to 80 cm on the edges, corners and sides) and exposure to a range of climatic conditions. Labels and stickers on the packaging, such as 'fragile' or 'top/bottom', do not release the sender from this obligation.

3.3 Shipment data

Order-related data that does not result in the physical receipt of goods after 10 days is deleted from the Planzer system.

3.4. Parcels excluded from transport

Unless a special written agreement has been concluded between the Parties, Planzer Parcel will not transport the following shipments:

- PO Box and coded shipments or those marked 'poste restante';
- Bundled shipments (two or more parcels/containers joined together by adhesive tape, string, etc., such as wine shipments);
- Cash, precious metals (gold, silver, etc.), jewellery (watches, etc.), gemstones, stocks and bonds, bills of exchange, artwork, antiques, special or custom-made products, one-offs, prototypes;
- Goods transport of which is prohibited by law;
- Shipments considered to be dangerous goods by both national and international authorities;
- Consignments that may be shipped only with certain restrictions/conditions;
- Shipments that may cause personal injury and/or material damage;
- Items considered relevant for criminal proceedings (drugs, firearms, pornography, items associated with political statements, military equipment, etc.);
- Highly combustible/flammable materials (ammunition, explosives, liquids, fireworks, etc.);
- Perishable or easily damaged goods or those that require particular protection against certain effects (vibration, heat, cold, temperature fluctuations, moisture, etc.) and which require special technical measures;
- Live or dead animals and people, including their remains (with the exception of insects)

Planzer Parcel rejects any liability in connection with the above-mentioned parcels excluded from transport. In this case, the Client fully indemnifies Planzer Parcel for any damage, consequential damage and associated proceedings and disputes (of a civil, public or criminal nature) and undertakes to optimally support Planzer Parcel in this regard (e.g. defence of claims, official proceedings, etc.).

3.5. Opening of parcels

Planzer Parcel is entitled to open parcels without the Client's consent under the following circumstances:

- if this is required to fulfil a legal provision or official order (e.g. customs);
- in order to identify the recipient or sender if a shipment cannot be delivered, provided this cannot be done by any other means;
- in order to secure the contents of a damaged shipment;
- in order to avert any danger to people and objects posed by a shipment;
- in order to determine whether the shipment contains perishable goods, if this is in doubt.

Planzer Parcel is not obliged to check the contents of shipments. If it is necessary to open a parcel for the reasons mentioned, the Client must reimburse Planzer Parcel for any costs and expenses incurred.



4. Delivery deadlines, dates

Unless the Parties agree otherwise, transport usually takes place after a shipment is collected from the sender (day A) and is delivered to the recipient the next working day from Monday to Friday (day B), provided it can be duly delivered. Planzer Parcel does not give any performance guarantee in this regard and excludes any liability.

Parcels left in a safe place without confirmation of receipt are explicitly excluded from time-slot and fixed-date deliveries.

5. Delivery notes and other documentation

Planzer Parcel stores delivery notes, orders and other documentation electronically. The original documents are not kept.

6. Quality management

Planzer Parcel has an internal Planzer Quality Management (PQM) system and is not ISO-certified. The Client is aware of this and accepts that the PQM is adequate.

7. Liability

7.1. Planzer Parcel liability

Planzer Parcel's liability in connection with the parcel services to be provided is generally limited to the value of the goods (= cost price) in the event of a claim (damage, loss, etc.), but always to a maximum of CHF 500.00 per event. Planzer Parcel's liability for damage to and loss of goods transported as general cargo is limited to a maximum of CHF 15.00/kg of the goods in question and in total to a maximum of CHF 40,000.00 per claim.

A single event is assumed if there is a uniform cause of loss or inventory discrepancy, even if this arises from several storage orders.

Planzer Parcel is not liable for delayed deliveries.

An individual liability agreement between Planzer Parcel and the Client is permitted and must be made in writing in each case.

7.2. Client

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

- packaging that does not meet the requirements of the agreed transport and goods handling, or is unsuitable in terms of its shape, content and/or type;
- inadequate, incomplete or incorrect order information or instructions, or freight, customs or accompanying documentation;
- missing or inadequate labels and/or markings regarding the specific nature of the transported goods, their weight distribution or vulnerability;
- the shipment of parcels excluded from transport.

The Client fully indemnifies Planzer Parcel from any third-party claims as a result of or in connection with this agreement or its fulfilment by Planzer Parcel, in particular from demands/claims arising from incorrect or missing information.

The unconditional acceptance of the consignment renders any claims against Planzer Parcel null and void, excluding cases of deliberate deception and gross negligence. Damage that cannot be identified externally must be reported in writing within eight working days (Monday to Friday), with the day of delivery counting as the first day.



7.3. Disclaimer

7.3.1. General

Planzer Parcel's liability is excluded in the event of

- breakages due to normal vibration;
- breakage of the goods themselves;
- damage to or loss of goods transported in externally undamaged packaging and the perfect condition and completeness of which could not be verified on acceptance;
- damage due to inadequate or unsuitable packaging;
- damage that affects only the outer packaging and/or manufacturer's packaging;
- damage due to weather conditions;
- scratches, dents, pressure and abrasion damage, enamel and paint chips, polish cracks and the loosening of glued parts or veneers;
- malicious damage by third parties;
- subsequent loss of or damage to parcels left in a safe place.

7.3.2. Consequential damage

Planzer Parcel is not liable for indirect or consequential damage; e.g. interest and exchange rate losses, production or operational outages of any kind.

Planzer Parcel is not liable for the incorrect assessment and/or collection of freight costs, customs duties, fees and charges of any kind by third parties such as public bodies, transport operators, etc.

7.3.3. Force majeure

Planzer Parcel is not accountable for delays, service interruption and damage caused by force majeure and is exempt from liability in this regard. Planzer Parcel is released from its service obligation for the duration of the event.

In particular, force majeure includes any unforeseen event or events that were beyond Planzer Parcel's control – even if they could have been predicted – and of which the impact on order fulfilment could not be prevented through reasonable efforts by both Parties.

8. Insurance

8.1. Liability insurance

Planzer Parcel undertakes to take out transport operator's liability insurance to cover the liability specified in section 7. Planzer Parcel will provide the Client with a certificate of insurance on request.

8.2. Property insurance (transport insurance)

The goods transported by Planzer Parcel are not automatically covered by property insurance (transport insurance).

Planzer Parcel arranges transport insurance only on the Client's explicit written instructions, stating the insured value and risk to be covered. The premium charged by the insurer is paid by the Client. If the Client's property insurer covers damage to goods, the Client undertakes to assert and enforce its benefit claims against its insurer. The insurer may take recourse against Planzer Parcel for insurance benefits provided in accordance with section 7.

9. Invoicing/payment terms

Planzer Parcel invoices the Client weekly. The Client must pay a verified invoice within 30 days of the invoice date. The expiry date is considered to be 30 days after the invoice date and automatically puts the Client in default without any reminder. If a payment is not made punctually, default interest of 5% is owed. In the event of default, Planzer Parcel may charge reminder fees of CHF 20.00. The Client must report any irregularities regarding an invoice within 10 days of receipt. When the invoice is paid, it is deemed to have been accepted and its contents are deemed to be correct. The arbitrary settlement of any of the Client's claims against Planzer Parcel's claims is excluded.



Planzer Parcel allows the Client to use various data transmission methods for the purpose of providing the transport service. If the Client chooses the 'plug-in' version and sends fewer than 500 parcels per year, Planzer Parcel explicitly reserves the right to pass on the annual licence cost, currently CHF 390.00 (as of December 2023), to the Client.

In certain cases, Planzer Parcel may charge the Client a handling surcharge for additional expenses when executing a transport service. This includes the following cases:

- Address corrections due to incorrect transmissions
- Address inquiries
- New packaging
- Corrections to the relevant shipment data (e.g. weight, dimensions)

10. Confidentiality

The Parties treat all information and knowledge obtained during the execution of transport orders as strictly confidential vis-a-vis third parties.

Each Party undertakes to immediately return data (storage media), documents, etc., that are mistakenly received by the other Party for any reason.

This confidentiality obligation continues to apply after the partnership has ended.

When the business relationship ends, Planzer Parcel must return any goods, documents, etc. owned by the Client and obtained to provide transport services.

The right to demand the surrender of electronic documents or information expires six months after the business relationship has ended. After this period, the Client is entitled only to demand the surrender of documents or information in justified cases – i.e. the Client must provide Planzer Parcel with written evidence (e.g. court or official decision) of why the electronic documents or information are required. Planzer Parcel may invoice the Client for any additional costs incurred.

11. Data protection

The Parties will process personal data only for the agreed purpose. They undertake to comply with all applicable laws and regulations relating to the confidentiality and protection of the personal data to be processed, and to take and maintain the technical and organisational measures necessary for this purpose. Planzer Parcel's current privacy policy can be accessed using a QR code.



12. Duration and termination of the mutually signed service agreement

12.1. Termination for cause

Both Parties are entitled to terminate the mutually signed service agreement without notice in the following cases:

- if a breach of the agreed obligations by one Party jeopardises the economic existence of the other Party;
- if one Party files for probate or bankruptcy against the other Party;
- if the other Party is clearly insolvent;
- in the event of criminal conduct of a certain severity (crimes and offences);
- in the event of intentional violation of fundamental legal regulations (e.g. human rights).

12.2. Consequences of termination

If the agreement is terminated, the rights and obligations under this agreement remain in full force and effect until it is terminated. In particular, the Client undertakes to make full use of any agreed minimum service levels until the end of the notice period and to make the appropriate payment.



13. Organisational changes

The Client will notify Planzer Parcel immediately and in writing of any relevant changes in its organisation – in particular changes to the company, legal form, management or ownership structure.

14. Applicable law and place of jurisdiction

These T&Cs are subject to Swiss law. The Parties will treat one another with fairness and loyalty and are obliged to settle contractual disputes, differences of opinion, etc., by mutual agreement and in good faith through business-like communication and direct negotiation.

If disputes cannot be resolved out of court, the courts at Planzer Parcel's registered office in Dietikon have exclusive jurisdiction.

Before a matter is referred to the relevant court, the Client has the opportunity to submit an arbitration request to the PostCom arbitration board to resolve the dispute. Such an arbitration request requires that the Party submitting the request has previously endeavoured to find an amicable solution. The aim of the arbitration board is to present the Parties with a proposed solution as a neutral, independent mediator (for more information, visit www.ombud-postcom.ch).

15. Amendments to T&Cs

Planzer Parcel reserves the right to amend these T&Cs at any time.

As of December 2023