

General Terms and Conditions (GTC)

swissconnect ag

1. Scope of validity

The present general terms and conditions (GTC) regulate the relationship between the customers (hereinafter referred to as the customer) and swissconnect ag (hereinafter referred to as the shipper) for the use of the courier service within the country (domestic shipping).

2. Field of activity of the shipper

The shipper completes transport agreements with freight carriers upon payment by the customer. The shipper does not perform the transport themselves and acts strictly as an intermediary.

3. Order processing

3.1. Order placement

The shipper is to be notified of the order in writing or by electronic means. If they are notified orally or by telephone, the customer bears the risk of a wrong or incomplete transmission until the establishment of a written confirmation for the shipper.

The order is to contain all the information necessary for a proper execution, such as notes concerning regulated goods (hazardous materials, for example) or goods that require special handling.

The customer must indicate valuable goods or particularly fragile goods requiring special handling in the order.

3.2. Addressing and packaging

The sender is responsible for the recipient's information being correct, complete and legible. The shipper must be visible as intermediary on the shipment.

The sender is obliged to protect the transported goods with a suitable packaging. For shipments that cause additional processing costs, the shipper may bill a surcharge.

If the design specifications are not observed and if the shipment cannot be correctly processed due to this defect, there shall be no liability other than the customer's.

3.3. Transfer of the shipment

The shipment is to be transferred to the freight carrier in a state suitable for transport. The transport of goods that do not correspond to the information given in the order can be refused. The costs incurred shall be billed to the customer.

3.4. Goods that are not allowed for transport

- Goods of which the value or replacement value per shipment exceeds 20 000 Swiss francs.
- Hazardous materials according to the ADR/RID above the legal exemption limit (LQ). For transport by road, the ADR/SDR applies and for transport on the Swiss railway network, the RID applies.
- Goods of which the transport is legally forbidden
- Goods that could injure persons or cause material damage
- Valuable papers such as files (file certificates), bonds, promissory notes, coupons, cheques (including Reka and WIR), bills of lading
- Bank notes, coins, value cards, savings books
- Jewellery and precious gems as well as precious metals
- Fire arms, munitions, explosives or military devices

- Pornographic works or works with offensive content
- Live animals

3.5. Unplanned intermediate storage

If the transported goods are not collected by the recipient at the determined place, or if they are delayed at any point during the transport for a reason that the shipper is not responsible for, they are stored at the expense and risk of the customer. The shipper is to immediately inform the customer (in every case) and the transport insurer (if a transport insurance has been contracted) of such unplanned intermediate storage occurrences. The costs are to be paid by the customer as they accrue.

3.6. Delivery

The goods are considered delivered when the freight carrier has transferred the shipment to the recipient against a signature. If a delivery against signature is not possible or if the customer waives its necessity, the shipment can be deposited at an agreed place after discussion with the customer or the recipient.

The customer recognises the delivery event recorded electronically by the shipper as proof of the successful delivery. At the customer's request, the outgoing delivery document can be requested. Costs arising from this can be billed to the customer.

3.7. Undeliverable shipment

If the recipient refuses to accept a shipment or it cannot be delivered for other reasons, it can be delivered at another time or sent back to the sender, after discussion and at the cost of the customer.

4. Liability

4.1. Liability of the shipper

The shipper is only liable for the careful selection and instruction of the freight carriers. In case of damage for which a commissioned freight carrier is responsible, the shipper shall assert the customer's claim against the responsible freight carrier.

4.2. Liability exclusions

The following are excluded from the shipper's liability:

- Damage due to defective or unsuitable packaging
- Damage or defects for goods of which the impeccable state and completeness were not able to be verified at the transfer
- Force majeure
- Electrical or magnetic damage, deletion or other damage to magnetic disks, electronic or photographic carrier materials in any form
- Shipments that are deposited without signature according to the customer's wish
- Damage due to the effect of vibrations, frost, heat, temperature variations, rain, snow and atmospheric damp, if the shipper can prove to have acted with the necessary care
- Damage that arises from a delayed delivery of the shipment, of which the cause was not in the sphere of influence of the shipper. This includes, for example, line interruptions or technical disturbances on the railway.

4.3. Liability limitation

The liability for loss, damage or incorrect delivery of the ordered shipment is limited to the effective value of the object, at the most 1 000 Swiss francs per shipment.

4.4. Transport insurance

The shipper contracts transport insurance only upon express written request and at the expense of the customer. The maximum insured value per shipment amounts to 20 000 Swiss francs.

The function of the shipper is limited to the establishment of the goods transport insurance.

4.5. Forfeiture of the liability claims

Accepting the shipment without reserve signifies that all claims against the shipper are lifted, except for cases of deliberate fraud and gross negligence. Comments about damage or missing parts must immediately be added to the delivery note in the presence of the courier driver. The shipper remains liable for damage to the shipment that is not visible from the exterior, if this damage is notified in writing within 8 days after the delivery.

4.6. Liability of the customer

The customer is liable for their own mistakes and omissions, especially for all the consequences from:

- A packaging that does not correspond to the requirements of the agreed transport
- Incorrect, inexact or missing information in the order, on the packaging or on the transported goods themselves, particularly for goods that are not accepted at all or only accepted under special conditions due to their properties, or of which the handling is subject to special provisions.
- The lacking or delayed presentation of the necessary documents.

5. Data protection

5.1. Data handling

The data necessary for business processing is processed by the shipper and saved if necessary. The shipper observes the provisions of the Swiss Postal Act for the recording and processing of personal data. The shipper shall save, process, secure and ensure the confidentiality of this data with professional care.

5.2. Cooperation with third parties

The shipper works with third parties and hosting partners, to run the platform with their hardware, software, network, computers and other technology.

For the execution of the services, it can be necessary for shipping information to be transmitted to third parties. These third parties can also be registered abroad.

5.3. Personal data

Personal data shall not be sold to, rented to or exchanged with third parties in any case, unless this is necessary for the execution of the service.

Personal data designates data about the material or personal circumstances of a determined or determinable natural person. This includes, for example, the name, telephone number and address. The release of the data in legally obligatory cases remains reserved.

6. Further provisions

6.1. Prices

The prices are based on the currently valid tariff list, which is displayed on the shipper's homepage. The price calculations on the homepage are non-binding. Surcharges according to the tariff list or the present GTC are not included in those amounts yet in any case. Special rates apply on bank holidays.

Orders are binding and subject to special cancellation conditions.

6.2. Cancellations

A cancellation of an order is to be performed immediately. The subsequent costs arising from this are billed to the customer.

6.3. Payment modalities

For orders by invoice, the invoicing is performed periodically, usually once a month. The invoice amount is to be paid within 20 days as of the invoice date. If a payment due by the customer is delayed, the customer is liable for a default interest of 7 percent per year.

6.4. Limitation period

Subject to binding legal provisions, all claims against the shipper have a limitation period of one year.

The limitation period runs from the time of the delivery of the transported goods, or in case of destruction, loss or delay from the day on which the delivery should have happened.

7. Place of jurisdiction and applicable law

For the settlement of any disputed claims between the contractual parties, Luzern is the sole place of jurisdiction.

Swiss law applies exclusively, under exclusion of conflict-of-law rules.

8. Changes of the GTC

The shipper reserves the right to change the General Terms and Conditions at any time. The updated version, in this case, shall be published on the homepage of swissconnect in a timely manner before its entry into effect.