



General Terms and Conditions of EDS Media AG

1. Scope

The General Terms and Conditions (hereinafter "GTC") as well as the annexes listed under clause 17 (Annexes) and their appendices govern the relationship between the customer (hereinafter referred to as "Customer") and EDS Media AG (Bergstrasse 58, 8706 Meilen, Switzerland; hereinafter referred to as EDS) with regard to the collection, handling, storage, customs clearance, cross-border transport and delivery of items (hereinafter referred to as "Services", as detailed under clause 3).

These GTC do not apply to other services provided by EDS such as fulfilment, warehouse, printing, freight, and data services.

2. Contractual relationship and applicable regulations

A contract between the Customer and EDS shall be formed by the Customer or a third party acting on behalf of the Customer handing over the Mailings (hereinafter "Mailings") to EDS and EDS (directly or through third parties) accepting the Mailings for the provision of the Services, even if there is no written contract signed by the parties.

2.1 Acceptance of the GTC

These GTC shall be deemed accepted at the latest when the clientele or the third party acting on behalf of the clientele hands over their shipments to EDS or to a third party accepting the shipments on behalf of EDS. These GTC shall also apply to the enforcement of claims of third parties arising from or related to the contract between the parties unless this is contrary to a mandatory provision of the applicable law. Deviations from these GTC shall not apply unless previously agreed in writing by the parties.

The general conditions of purchase and/or the general terms and conditions of the clientele explicitly exclude the parties.

2.2 Product and Service Specifications

The products and services offered by EDS are described in the latest version of its brochures, user guides and factsheets (hereinafter "Product and Service Specifications") as well as on the website and via other communication channels of EDS. These Product and Service Specifications form an integral part of the contract between the Parties. In the event of conflicts, inconsistencies or discrepancies between the wording of the Product and Service Specifications and these GTC, the GTC shall prevail.

3. Definitions

In these GTC, the terms listed below are used with the following meaning:

Term	Meaning
EDS Media AG	EDS is a group company of Swiss Post AG that accepts items from customers directly or via third parties. The identification details of EDS are mentioned at the end of the last page of these General Terms and Conditions.
CMR-convention	The Convention on the Contract for the International Carriage of Goods by Road (CMR), signed in Geneva on 19 May 1956, as amended by the Geneva Protocol of 5 July 1978 and the Geneva Protocol of 20 February 2008.
Customer	The natural or legal person who hands over the items to the EDS and is thereby a contractual partner of the EDS.
Dangerous goods	Articles, materials, goods and liquids which, according to the <ul style="list-style-type: none">- the technical instructions of the International Civil Aviation Organization (ICAO),- the International Air Transport Association (IATA) Dangerous Goods Regulations,- the International Maritime Dangerous Goods Code (IMDG),- the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), and- the Universal Postal Convention and its provisions as amended from time to time, are specified as dangerous goods.
Third party	Any natural or legal person other than the customer and EDS.
Shipments	According to the requirements of the EDS packed and addressed letter mail, documents, goods, parcels, newspapers and magazines. Items may also be unpackaged and/or unaddressed, if the range of services so provides.



Term	Meaning
Parties	The customer and EDS.
Services	All or any of the following services (according to the range of services in accordance with the EDS product and service specifications): the collection, handling, storage, customs clearance, cross-border transportation and delivery of shipments.
Swiss Post	Swiss Post AG, a public limited company under Swiss law, entered in the Commercial Register of the Canton of Berne under the number CH-035.8.017.217-7. Swiss Post is responsible for the basic postal service in Switzerland.
Warsaw Convention / Montreal Convention	The Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air of October 12, 1929, as amended by the Hague Protocol of September 28, 1955, and Montreal Protocol No. 4 of September 25, 1975, or the Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air of May 28, 1999.

4. Services to be performed by EDS

4.1 Collection, handling and storage

EDS undertakes to collect, handle and store the shipments, provided that the provision of these services has been agreed with the customer. The collection, handling and storage of the shipments shall be in accordance with the product and service specifications mentioned in section 2.2.

4.2 Transport and delivery

EDS undertakes to organize the air/ground carriage and delivery of the Mail Items handed over to it by the Customer or by a third party acting on behalf of the Customer. For this purpose, EDS may engage domestic or foreign third parties (other carriers and/or postal service providers) involved in the onward carriage and delivery of the items to the recipient. Delivery in the country of destination is carried out in compliance with the laws and regulations of the respective country.

EDS does not guarantee any specific delivery time and date, unless this has been contractually agreed with

the clientele. Any carriage times stated in the product and service specifications referred to in clause 2.2 or on the EDS website are indicative only and not binding on EDS.

EDS shall be free to choose the route, means of transport and transport and delivery subcontractors or partners used for the carriage and delivery of the Mail and may change them at its sole discretion. EDS shall also be entitled to store the Shipments for a period of time between the acceptance and carriage of the Shipments.

4.3 Undeliverable shipments

EDS will make reasonable efforts to collect and return undeliverable shipments to the customer. Upon return of undeliverable shipments, the Customer shall not be entitled to a refund of the price paid for the dispatch of the shipments. The cost of returning, storing and/or destroying undeliverable items will be charged to the Customer. If Customer expressly elects not to have the undeliverable shipments returned or refuses to pay the cost of returning and/or storing the undeliverable shipments, EDS is expressly entitled to dispose of the shipments as it deems appropriate (including destroying the shipments) at Customer's expense without incurring any liability to Customer or others.

As an optional additional service, if provided for in the product and service specifications, the Customer may specify in advance, by means of a special marking in the postage paid impression, whether it wishes to have the undeliverable items returned or whether it merely wishes to have the recipients who could not be reached reported electronically (scan).

4.4 Opening of shipments

EDS has the right to open undeliverable items if the sender cannot be identified externally. If even after opening the items neither the sender nor any other party with a legitimate claim to the items can be identified, EDS shall be expressly entitled to dispose of or destroy the items after a period of three weeks after opening. EDS shall be entitled to immediately destroy shipments excluded from carriage (see clause 7.1 below).

5. Rights and obligations of the Customer

5.1 Instructions

Customer's instructions on the handling of the shipments shall only be binding if they expressly correspond to the information in the product and service specifications mentioned in Section 2.2 and have been issued by Customer and accepted by EDS at the latest upon handover of the shipments.



5.2 Packaging, addressing and labeling

The customer is obliged to prepare, mark, address and pack the shipments in such a way that they are protected against loss and damage and that safe transport and delivery to the recipient is ensured. You are required to comply with product and service specifications regarding addressing and packaging. They must also correctly mark the shipments for international shipment to ensure smooth processing. The customer shall provide EDS with all information necessary for the performance of the service. The customer may instruct EDS to prepare, mark, address and/or pack the items in accordance with the product and service specifications set out in clause 2.2, provided that this service is offered by EDS.

If EDS, when electronically recording addresses or barcodes on the items, reads out data (including digital images) which deviates from the data provided to EDS by the customer in electronic or other form, the data of EDS shall be authoritative for further processing.

5.3 Handover of shipments to the EDS

The Customer shall hand over the shipments to EDS or to a third party who performs the services (see Clause 12 below) on behalf of EDS in accordance with the product and service specifications mentioned in Clause 2.2.

5.4 Excluded shipments

The customer shall ensure that the consignments handed over to EDS do not contain any items which are excluded from carriage in accordance with Clause 7.1. It is exclusively the customer's responsibility to inquire with the competent authorities of the country of destination or with their diplomatic representatives about the import and export possibilities and conditions.

The customer is solely responsible for ensuring that its shipments comply with the laws and regulations governing transportation and export in Switzerland, as well as in all transit countries and in the country of destination. EDS assumes no responsibility or liability if the customer's shipments are refused by a carrier and/or authorities in Switzerland or in any transit country or in the country of destination.

5.5 Shipment declaration

The customer shall ensure that the description of the contents of the consignment on all accompanying documents is true and complete and at the same time confirms that the consignments handed over for carriage and delivery do not contain any items that are excluded from carriage in accordance with section 7.1. The Customer acknowledges that its shipments may be inspected for security reasons and may also

be x-rayed, examined with explosives detectors or subjected to other security control procedures and opened in the event of a suspected breach of customs and security regulations.

5.6 Customs clearance

The customer shall ensure that its shipments comply with the laws and regulations for import, export and customs in the country of departure, in all transit countries and in the country of destination. It shall prepare the shipments for customs clearance before the customer hands them over to EDS. It shall complete all required accompanying documents (e.g. customs declaration of contents, export licenses or permits) completely and truthfully and attach them to the consignments. Should the processing of the consignments be delayed or even made impossible as a result of incorrect or incomplete information provided by the customer, the customer acknowledges this as a consequence of its own actions.

Customer shall pay, upon first demand, all fees and expenses incurred for customs clearance, such as customs duties, taxes (including value added tax (VAT) or goods and services tax (GST), as applicable), levies, fines, penalties and storage charges, as well as fees and other charges imposed on EDS by third parties (including tax, regulatory, governmental or customs authorities).

EDS assumes no liability and/or responsibility (i) for the preparation of the shipments and the completion of the accompanying documents for customs clearance by the customer and/or (ii) for customs decisions made by customs authorities in connection with the inspection of the shipments. Customer shall at all times be solely responsible for all risks and consequences arising from incomplete, incorrect, inaccurate or fraudulent customs declarations and/or accompanying documents. The customer shall indemnify and hold EDS harmless from and against any and all claims by third parties (including tax, regulatory, governmental or customs authorities) arising out of or in connection with violations of the provisions under clause 5.6.

5.7 Charges and terms of payment

Unless other payment terms have been agreed between the customer and EDS, the customer shall pay EDS the price of the services (including all expenses, fees, taxes and/or VAT, if applicable) in advance or at the latest upon delivery of the shipments to EDS.

If the customer regularly hands over shipments to EDS for carriage and delivery, the parties may agree on payment by invoice. Unless other terms of



payment have been agreed in writing, invoices shall be paid net within ten days of EDS issuing the invoice.

The customer acknowledges the data of EDS as the basis for invoicing. If the customer's data differs from the data recorded by EDS, the data of EDS shall be decisive. If only EDS has data in electronic or physical form, the customer shall accept these as the basis for invoicing.

EDS shall be entitled at any time (and in particular in the case of payments against invoice) to request specific securities or guarantees as well as all financial information from the client which is necessary to verify the client's solvency, in particular if:

- the customer is domiciled or has its business abroad or is relocating abroad;
- the solvency of the customer is in doubt;
- the customer has not complied with or does not comply with the terms of payment;
- EDS has already suffered a loss because of the customer.

The provisions set out in clause 5.7 shall also apply to the costs incurred by EDS pursuant to clause 5.6.

5.8 Default of payment

Any reminders for non-payment will be charged to the customer at CHF 20 per reminder, in addition to other collection costs. If the customer is in default of payment, a default interest of 5 % per year is due. EDS reserves the right to assign unpaid invoice amounts to a company entrusted with collection after unsuccessful reminder.

In order to protect EDS from non-payment, customer acknowledges EDS's right of retention for all shipments delivered to EDS and in EDS's possession and expressly authorizes the latter to withhold the shipments at EDS's discretion until full payment of amounts owed to customer has been made and/or to sell or destroy the shipments in order to recover amounts owed to customer. EDS shall have the right, without giving any reason, to shorten the time for payment or to require prompt payment by customer. The provisions set out in this clause 5.8 shall also apply to the costs incurred by EDS pursuant to clause 5.6.

5.9 Offset

The customer shall not be entitled to set off its claims against EDS against any monetary claims of EDS, unless the customer's claim is undisputed or has been established by a final and non-appealable judgment.

6. Liability of the EDS

With the exception of the situations described in clauses 7.1 to 7.4, for which no liability shall be

assumed, the liability of EDS for loss, damage and delay of Mail (for delayed Mail only if EDS has committed itself to a specific delivery date or to a specific delivery period pursuant to clause 7.3) shall be determined in accordance with the conditions set out in clauses 6.1 to 6.5.

The services of EDS shall be provided on the basis of limited liability as detailed in clauses 6.1 to 6.5, unless this is contrary to mandatory law.

6.1 Extent of liability

EDS shall be liable only up to the amount of the proven loss or damage, but not exceeding the value of the contents recorded in the customs documents (if any) at the time of posting of the Shipments and not exceeding the maximum amounts applicable under the international conventions referred to in clauses 6.2 and 6.3 or as set forth in clauses 6.4 and 6.5. In any case, it shall be the customer's responsibility to prove any loss or damage incurred by it and the value of the lost or damaged shipments. In no event shall EDS be liable for any loss of income, loss of profit, loss to the customer, loss of opportunity, loss to the customer's reputation or any indirect, special, incidental or consequential loss or damage, regardless of the nature or cause of the loss, damage or delay and whether in contract, breach of statutory duty, tort (including negligence) or otherwise. This shall also apply if the customer has drawn EDS' attention to any special risks in advance. Binding provisions of the conventions mentioned in clauses 6.2 and 6.3 and of the applicable national law shall remain unaffected.

6.2 Liability during air transport

In case the carriage of the Shipments is exclusively or partly by air and includes a final destination or stop in a country other than the country of departure, the liability of EDS for loss, damage or delay shall be determined and limited in accordance with the provisions of the Warsaw Convention / Montreal Convention, whichever is mandatorily applicable.

In case of (possible) compensation payment to the customer, the exchange rate valid on the day of payment shall apply.

6.3 Liability during road transport

If the transport of the shipments takes place exclusively by road and the shipments are handed over to EDS in a country or delivered in a country which has ratified the CMR Convention, the liability of EDS for loss, damage or delay shall be determined and limited in accordance with the provisions of the CMR convention. If the transport of the shipments takes place exclusively by road and the shipments are handed over to EDS in a country or delivered in a

country none of which has ratified the CMR convention, the liability of EDS for loss, damage or delay shall be deemed to be determined and limited in accordance with the provisions of the CMR convention.

In the case of (any) compensation payment to the clientele, the exchange rate valid on the day of payment shall apply.

6.4 Subsidiary liability of the EDS

If in an individual case neither the liability provisions of the international conventions referred to in clauses 6.2 or 6.3 nor any mandatory provisions of national law and/or national laws deviating therefrom apply, the liability of EDS in case of loss or damage shall be limited to the lower of the market value of the Shipments or the cost of repairing the Shipments or the affected parts thereof. In both cases the liability of EDS is limited to EUR 10 per kilogram, with a maximum of EUR 10'000 per order being compensated. In case of (possible) compensation payment to the clientele, the exchange rate valid on the day of payment shall apply.

In case of delayed delivery of shipments, the liability of EDS shall be limited to the reimbursement of the price paid by the customer for the carriage of the shipments, with a maximum of EUR 1'000 per order.

6.5 Enhanced liability

If the customer requires more protection than provided for in clauses 6.2, 6.3 and 6.4, he may request extended liability in accordance with clause 6.5. Such extended liability is only available for shipments of goods and does not cover delayed shipments.

After payment of the respective amount and completion of the formalities by the customer, the liability of EDS for loss or damage shall be limited to the extended liability option chosen by the customer. In such cases, the amount of the Extended Liability Option selected by the customer shall apply in place of the limits of liability set out in clauses 6.2, 6.3 and 6.4.

7. Exceptions to the liability of the EDS

7.1 Excluded shipments

Shipments will be excluded from carriage - and EDS assumes no responsibility or liability for this - if the shipments:

- Contain articles, goods, materials, liquids or documents that are prohibited by national or international laws, conventions, rules or regulations in the country of origin of the shipments, in the country of destination of the

shipments and/or in a third country through which the shipments are transported;

- Contain objects, goods, materials, liquids or documents which are prohibited according to the regulations, provisions, agreements and conventions regarding dangerous goods as per item 3
- Contain goods that can cause bodily injury, infect persons or cause property damage;
- Contain prohibited items, e.g., counterfeit or pirated goods (product piracy), illegal narcotics/drugs or psychotropic substances, counterfeit as well as other illegal remedies, fraudulent or deceptive shipments, and/or goods related to illegal lotteries;
- Contain perishable biological substances, animals, illegal pornography, firearms and their parts, ammunition, explosives, weapons, weapon accessories, imitation weapons, firearms or ammunition, human remains, and/or medical waste.

Without prejudice to EDS's right to compensation under clause 8, customer agrees that EDS may, entirely at its discretion, dispose of excluded Mail in such manner as it deems appropriate (including destruction of the excluded Mail). In such cases, Customer agrees to promptly reimburse EDS for the cost of disposing of, destroying or returning to customer the shipment excluded from Carriage/Delivery.

7.2 Valuable goods

The customer acknowledges that, unless agreed in writing at the latest at the time of posting of the consignments to the EDS, they shall not be allowed to deposit valuables, such as precious stones, precious metals, wristwatches, jewelry, valuable accessories and valuable spare parts, watches, pearls, gemstones, jewels, money, banknotes, coins, stamps, easily realizable securities, bonds, promissory notes, vouchers, crossed and cashier's checks, canceled and uncanceled checks, traveler's checks, passbooks, bills of lading, passports, tenders, stocks and warrants, telephone cards, lottery tickets, goods of glass, porcelain or other fragile materials, works of art or antiques may be enclosed with the shipments which he delivers to the EDS for transportation and delivery. If the customer gives such items to EDS for carriage and delivery, it does so at its sole risk, without prejudice to EDS's right to indemnification under clause 8. EDS shall never be liable for the loss, damage or delay of any consignment containing valuable goods.

7.3 Delayed delivery of shipments



In any case, EDS shall only be liable for delayed shipments pursuant to clauses 6.2 to 6.4 if compliance with a specific delivery period or date pursuant to clause 4.2 has been agreed upon in writing.

7.4 Excluded risks

Without prejudice to the mandatory provisions of the conventions referred to in clauses 6.2 and 6.3, EDS's liability shall be excluded in the event of circumstances beyond EDS's reasonable control. These include, but are not limited to:

- Cases of force majeure, e.g. earthquakes, hurricanes, storms, volcanic eruptions, floods, fires, diseases, fog, snow or frost.;
- Cases of force majeure, e.g. wars, accidents, terrorist attacks, strikes, industrial action, embargoes, local disputes, riots or civil disturbances;
- Disturbances or interruptions in air or ground transportation networks or mechanical problems with means of transportation or machinery;
- Pre-existing damage to the contents of the shipment, latent defects and/or defects inherent in the contents or condition of the shipment;
- Loss or damage due to improper packaging of the shipments;
- Electrical or magnetic damage to or deletion of electronic or photographic images, data or records;
- Loss or damage to the shipments to the extent the damage is due to the intent/intent or negligence of the customer or the nature of the contents of the shipment;
- Retention or seizure of the shipments due to legal regulations of a transit country or the country of destination;
- Exclusion of the consignments from carriage and delivery in accordance with clause 7.1 or confiscation, seizure or destruction of the consignments by the competent authorities, including customs authorities.

8. Liability of the customer

Customer shall indemnify and hold EDS harmless from and against any and all claims and from and against any and all losses, damages, costs, fines, penalties and/or legal expenses (including consulting fees) that EDS may incur, including those that occur as a consequence of customer's failure to comply with applicable laws or regulations, e.g., by posting to EDS Mailings excluded under clause 7.1. If EDS accepts

such shipments unintentionally, this shall not release the customer from its liability.

9. Assertion of claims for damages by the customer

The assertion of claims by the customer for compensation as a result of loss, damage or delay of shipments shall be in accordance with the following provisions. If the customer does not strictly comply with the provisions under this clause 9, EDS shall be entitled to reject the customer's claims with due consideration of the customer's legitimate interests, unless this is contrary to mandatory law.

- The customer shall notify EDS in writing of the damage or loss within one month after handover of the shipments to EDS. Within 14 days after notification, the customer shall document the damage or loss and provide EDS with all relevant information regarding the shipments.
- EDS will verify the customer's claim for damages, provided that the fee owed to it in connection with the lost or damaged items has been duly paid.
- Upon request of EDS, the contents and packaging of damaged shipments shall be made available for inspection.
- Unless otherwise provided by mandatory law, no claims may be made against EDS under these GTC after the expiry of one year from the day on which the consignments were delivered or should have been delivered.

10. Confidentiality

EDS and customer shall hold in strict confidence all technical and business information, financial information, specifications, inventions, processes or information relating to strategy (hereinafter "Confidential Information") disclosed (or incidentally collected) in connection with their contractual relationship. EDS and customer shall limit disclosure of such Confidential Information to those of its employees, agents or subcontractors who need to know it for purposes of performing the Services. EDS and customer shall take reasonable precautions to protect against the unauthorized disclosure of Confidential Information and shall protect the Confidential Information in the same manner and with the same care as they protect their own Confidential Information. The confidentiality obligation shall remain in force for a period of three years after termination of the contract.



11. Customs

In the case of shipments of goods to be sent to countries outside the European Union, the customer gives its consent to the transfer of personal data pertaining to the shipments to the customs authorities of the countries concerned, in accordance with the laws in force in the countries concerned.

12. Involvement of third parties / transfer and contracting of services

EDS shall have the right to transfer, assign or subcontract the performance of the Services in whole or in part to third parties at any time. These GTC shall apply to all third parties to whom the provision of the Services (in whole or in part) has been transferred, assigned or subcontracted by EDS, and may be invoked by themn.

13. Amendments of the GTC

EDS reserves the right to change these GTC at any time without prior notice. The current version of the GTC will be published on the website or via other communication channels of EDS.

14. Additional applicable conventions

The relationship between the customer and EDS is governed by the provisions of the present GTC. In the event of incomplete or invalid provisions or in the absence of a provision on a specific subject in the present GTC, the Warsaw Convention / Montreal Convention (if the shipments are transported exclusively or partially by air) or the CMR Convention (if the shipments are transported exclusively by road) shall apply.

In the event of any conflict, inconsistency or discrepancy between the wording of the international conventions referred to in this clause and these GTC, the provisions of the GTC shall prevail, unless the provisions of the GTC conflict with mandatory provisions of the above-mentioned conventions.

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© EDS Media AG, registered with the Commercial Register of the Canton of Zurich under number CHE-106.433.361, share capital of CHF 150,000; registered address and principal place of business: Bergstrasse 58, 8706 Meilen, Switzerland.

15. General provisions

If any provision of these GTC is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the application of the remaining provisions.

Failure to enforce or exercise any provision of these GTC at any time or for any period shall not constitute a waiver of such provision, shall not be construed as a waiver of such provision, and shall not affect the right to enforce such provision or any other provision contained herein at any time thereafter.

Headings in these GTC shall not, unless the context otherwise indicates, affect the interpretation of these GTC. Words that include only the singular shall include the plural and vice versa. Words containing only one gender shall include both genders.

16. Applicable law and place of jurisdiction

Swiss law is exclusively applicable. The place of jurisdiction is Meilen ZH (Switzerland)

17. Annexes

Appendix A - Data protection agreement according to EU GDPR including Attachment A (Job details) and Attachment B (Technical and organisational data protection measures).

18. Original text

These GTC are available and published in German, French and English and may be translated into other languages. The official authoritative version of the GTC is always the German version. In case of discrepancies and / or inconsistencies between the German version of the GTC and a version in another language, the German version shall prevail.