

# **MAIL GROUND HANDLING**

## **GENERAL CONTRACTUAL CONDITIONS**

**Valid from October 15<sup>th</sup>, 2015**

**WENN'S WIRKLICH WICHTIG IST,  
DANN LIEBER MIT DER POST.**



**Valid from October 15th, 2015**

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**1. PREAMBLE**

These General Contractual Conditions (hereafter referred to as "GCC") apply to the provision of ground handling services by

**Österreichische Post AG**

having its principal office at:  
 Haidingergasse 1, 1030 Vienna, AUSTRIA  
 VAT/UID-Nr.: ATU 46674503 DVR.: 1008803  
 and hereinafter referred to as 'the Handling Company'

to a Carrier hereinafter referred to as 'the Carrier'. The Carrier and/or the Handling Company may hereinafter be referred to as "the Party(ies)"

The Handling Company will provide POST OFFICE MAIL SERVICES of Annex A of IATA Ground Handling Agreement (SGHA) of January 2013 at the location Vienna (VIE) at the following conditions:

Any user of the ground handling services of Post shall be subject to the GCC as long as no individual contract between the parties is agreed.

The Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013 as published by the International Air Transport Association shall apply to this GCC as if such terms were repeated here in full.

Any rules contained in these GCC and diverging from the Main Agreement and Annex A of the SGHA of January 2013 have a priority of application.

**2. REMARK:**

Description of Services as given below follows the recommendations of IATA-Standard Ground Handling Agreement / Annex A, effective January 2013, considering local conditions. Referring to the mentioned local conditions it is confirmed that all services listed in Section 3 of Annex A are contributed by the carrier's ramp service provider of choice.

All services falling under the scope of Annex A Sub-Section 5.6 are provided by the Handling Company in the Handling Company's facilities at the airport.

**3. HANDLING SERVICES AND CHARGES**

The Handling Company shall provide the following services (**POST OFFICE MAIL SERVICES**) of Annex A at the following rates.

**Section 5. of Annex A of the SGHA / Cargo and Mail Warehouse Services:**

5.6.1	Check (a) incoming
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	(b) outgoing mail against Post Office mail documents
5.6.2	In case of missing documentation, issue substitutes (electronic data messaging is preferred wherever agreeable)
5.6.3	Transport mail from (a) cargo warehouse to postal facility (b) postal facility to cargo warehouse 1. on airport together with documents, against receipt from postal authorities (cargo warehouse of handling company = post office mail handling facility; transport from Handling company's premises to the point of transfer to the ramp handling company of the airline, point of transfer is fixed by airport authority)
5.6.4	Handle and check transfer mail against accompanying mail documents.
5.6.5	Prepare (a) Bulk mail (b) ULDs and establish (a) gross weight (b) volume (c) ULD contour and provide the load control unit with the information.
5.6.6	Distribute incoming and/or outgoing post office mail documents.

**Section 7 of Annex A of the SGHA / Security**

7.2.1 (b) 2)	Arrange for 2. screening of mail. (charges of service provider will be charged by the Handling Company; standard export mail screening is included in the below mentioned Handling Charge Airmail Outgoing; all other screening of mail according to the EU-security regulations are charged separately according to Paragraph 2)
7.2.1 (a)1, 4,5	Provide 1. control of access to the mail facilities. 4. holding of mail for variable periods. 5. secure storage of mail

All services mentioned are provided for mail only!

**Handling Charges per kg:**

a)	Airmail Incoming:	<b>EUR 0,076</b>
b)	Airmail Outgoing:	<b>EUR 0,184</b>
c)	Airmail in Transit:	
	Incoming:	<b>EUR 0,142</b>
	Outgoing:	<b>EUR 0,142</b>
	Direct Transfer	<b>EUR 0,284</b>

**4. ADDITIONAL SERVICES AND CHARGES**

All services not included in Paragraph 1 of this GCC will be charged for at current local rates as published in the respective price lists of the Handling Company, available on demand by the Carrier at:



Österreichische Post AG  
Headquarters  
International Operations & Logistics  
Haidingergasse 1  
1030 Vienna  
Austria

If not agreed between the Parties otherwise in writing the settlement procedure concerning these services shall be the same as for the services already listed in this GCC.

## **5. DISBURSEMENTS**

Any disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of 5.0 %.

## **6. LIMIT OF LIABILITY**

The following limit of liability of the Handling Company according to Art. 8.5 IATA SGHA 2013 shall apply: EUR 100.000,00 per event.

## **7. PAYMENT**

Notwithstanding Sub-Article 7.2 of the Main Agreement, payment of account shall be effected to the Handling Companies account.

With reference to Sub-Article 7.3, the Parties establish the following payment terms:

Handling Company will send invoices to the Carriers headquarter and the Carriers representative at Vienna.

Notwithstanding Sub-Article 7.1 of the Main Agreement, the Handling Company shall submit invoices to the Carrier and the Carrier shall pay the Handling Company within 30 days from date of the invoice without any deduction.

All charges stated in this GCC are net prices not including the applicable VAT (turnover tax).

## **8. SETTLEMENT OF CLAIMS**

The parties agree that, as permitted by applicable law, the parties hereto are entitled to assert all claims arising from this contract within a period of three years after the event giving rise to the claim. The parties hereby waive any right or defense, which may limit or extend this period of time.

## **9. GOVERNING LAW**

In Accordance with Article 9 of the Main Agreement, this GCC shall be governed by and interpreted in accordance with the laws of the Republic of Austria. Precluded is the exercising of the UN international contractual right of purchase and conflict of law stipulations.

In Accordance with Article 9 of the Main Agreement, courts for the resolution of disputes shall be the Courts in 1030 Vienna technically and geographically responsible for such commercial matters.

## **10. CONFIDENTIALITY**

This GCC, the information hereto or hereafter exchanged between the Parties relating to this GCC, is confidential. The Handling Company and the Carrier shall not, without prior written consent of the other, disclose any of such information to any person outside of either Party's organisation.

Österreichische Post AG

Postkundenservice  
Business-Hotline: 0800 212 212

[www.post.at/kundenservice](http://www.post.at/kundenservice)

Unternehmenszentrale  
Brief, Werbepost & Filialen  
Haidingergasse 1, 1030 Wien

[www.post.at](http://www.post.at) | [www.post.at/adressshop](http://www.post.at/adressshop)

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