

# National Letter Mail

## General Terms and Conditions

Valid from 1 July 2018

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



Valid from 1 July 2018

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- 1 General**
- 1.1 Scope of Application and Legal Basis**
- 1.1.1 These General Terms and Conditions (hereinafter: GTC) apply to legal relationships between Österreichische Post AG (hereinafter: Post) and its customers for the dispatch and delivery of priority letter mail items and priority packages or Eco letter mails and Eco packages (hereinafter: "priority mailing" or "Eco mailing" or in general "mailings") in Austria.
- 1.1.2 The Index of Products and Prices Priority Letter Mail or List of Products and Prices Eco Mailing (hereinafter: IPP) in which the scope of services is defined in more detail forms an integral part of these GTC.
- 1.1.3 These GTC are based on the framework provisions of the Postal Market Act (Postmarktgesetz – "PMG"; BGBl I 2009/123 as amended), and are published in accordance with Sec 20 PMG.
- 1.1.4 Pursuant to the PMG, as amended, postal services regarding mailings having up to 2 kg at the time of handing over to the legally defined access points (see section 2) are part of the universal service. For such postal services, these GTC apply exclusively unless agreed otherwise in specific cases.
- 1.2 Contractual Relationship**
- 1.2.1 The contractual relationship between the sender and Post is concluded when the mailing comes into the custody of Post (handover or posting).
- 1.2.2 If a mailing does not comply with these GTC, especially the conditions stipulated in section 1.5.1, Post has the right to
- refuse to accept the mailing for transport and deem an item already handed over as undeliverable and unreturnable and hence destroy or sell it by auction after six months (section 3.8), unless section 1.5.4 applies;
  - return to the sender an item already posted at any stage of transport.
- 1.3 Scope of services**
- In accordance with these GTC, Post forwards addressed mailings weighing up to 2 kg which comply with the delivery conditions and product specifications laid down in the IPP. The mailings handed over are posted in accordance with section 3.
- 1.4 Items excluded from transport** Post is not obliged to check transport exclusions, but is authorised to open and review the mail item in case of suspicion of such transport exclusions.
- 1.4.1 Items excluded from transport include:
- mailings whose content, external design or transport violates legal provisions whose violations will be pursued ex officio (e.g. Narcotic Substances Act (SMG), Act on Prohibition on National Socialist Activities 1947),
  - mailings which are unsuitable for the operating system of Post due to their contents or conditions,
  - mailings whose content or external design may injure individuals, be harmful to their health or cause material damages,
  - living animals except
    - o bees
    - o leeches
    - o silkworms
    - o parasites and killers of harmful insects (intended to control the latter and that are exchanged between officially recognized institutes)
    - o flies of the genus drosophila (used for biomedical research and that are exchanged between officially recognized institutions).
- Insofar as shipment is authorised, living animals must exclusively be sent as a priority mailing.
- 1.4.2 Transport of hazardous substances  
Items that fall within the scope of the Dangerous Goods Transportation Act (GGBG, BGBl I 145/1998) as amended as well as hazardous waste and harmful substances within the meaning of the Waste Management Act (AWG 2002, BGBl I 102/2002 as amended), are excluded from transportation, unless special provisions in the "General Terms and Conditions for sending hazardous goods" provide otherwise. Hazardous goods are substances, objects, preparations or waste that have at least one hazardous characteristic as defined in the provisions of the European Agreement on the International Carriage of Dangerous Goods by Road (ADR), e.g. explosive, gaseous, flammable, oxidizing, toxic, infectious, corrosive or radioactive.

**1.5 Determination and Payment of Rates**

1.5.1 The sender is obliged to pay at the time of posting the relevant rates for any service of Post he has used in accordance with the Index of Products and Prices (IPP) for Priority Mailings or the Index of Products and Prices for Eco mailings as amended and to pay sufficient postage.

1.5.2 Post can defer the charges following separate agreement if it is deemed advisable taking into consideration the amount of the charges to be paid and other circumstances. Such deferral is, however, subject to the authorisation of Post to collect the deferred charges from an account at a bank located in the SEPA region.

Post reserves the right to refrain from entering into a deferral agreement or revoke an agreement entered if

- the agreed monthly minimum turnover threshold of EUR —730.- is not reached, or
- the bank account does not have sufficient cover, or
- no reasonable security is provided in accordance with the below criteria upon request.

Post reserves the right to request security (e.g. bank guarantee, advance payment)

- in case of default of payment, or
- in case of a KSV rating starting from 400, or
- in case of an application for an out of court settlement, or
- in case an application for opening of insolvency proceedings is filed, such proceedings are opened, initiation of proceedings is approved or rejected due to lack of sufficient assets, or
- in case liquidation proceedings have been initiated, or
- in case it is to be expected that the sender or poster might not or not in a timely manner be able to fulfil his payment obligations taking into consideration their financial constitution, or
- in case a deterioration of solvency is to be expected due to a significant economic and/or legal change ("Change of Control") of the control at the level of the sender or poster, or

- in case it is, due to a default of payment and/or debt default (i) of a company directly controlled by the sender or poster or (ii) of a company directly controlling the sender or poster, to be expected that the sender or poster might not or not in a timely manner be able to fulfil his payment obligations.

The security shall be measured on the basis of the average turnover by posting of items within a period of three months of the last four calendar quarters or – in case such data are not available to Post or only data which are not based on continuous postings of items exist – on the expected turnover in comparison to the average turnover by posting of items within a period of three months of the last four calendar quarters generated by comparable senders or posters.

If the reasons for requesting security no longer apply, the security will be paid back. In case the basis for calculation of the security changes with the effect that a higher security is required, Post will request a higher security according to the circumstances.

In the event that Post debits the charges under the SEPA direct debit scheme (SEPA CORE) or the SEPA business-to-business direct debit scheme (SEPA B2B) from the account indicated by the customer, Post shall pre-notify the customer no later than one day prior to debiting the account.

Mailings, whose charges are deferred, must bear the postage paid impression according to section 1.3.1.3 IPP for Priority Mailings or section 1.3.1.2 IPP for Eco mailings.

1.5.3 For delivered mailings that are handed over to Post unopened for the purposes of returning the mailing to the sender, no postage has to be paid (e.g. subsequent refusal to accept). The postage paid provisions according to section 1.3 IPP for Priority Mailings or section 1.3 IPP for Eco mailings apply to mailings that were originally delivered by other delivery organisations and later given to Post for the purposes of returning the mailing to the sender.

1.5.4 Mailings for which no or insufficient postage has been paid will be returned to the sender.

1.5.5 Reimbursement of charges  
If the sender believes that he has paid too much, the sender will be reimbursed for the amount paid too much, provided that he asserts the claim (out-of-court) vis-à-vis Post within a period of twelve months; the sender may only demand the difference.

For letter mail items which have been paid using stamps, reimbursement will be made in the form of stamps only.

The reimbursement for charges that were paid using stamp impressions generated by a franking machine is subject to the Conditions of Use Franking Machines as amended.

**1.6 Information about Mailings**

Unless legal provisions explicitly provide otherwise, Post provides information on mailings only to the sender or recipient, if the inquiring party demonstrates his entitlement and provides information on the main characteristics of the mail item.

In case of priority mailings with an additional service tracking, inquiries regarding the posting of such mailings may be initiated within six months starting from the day following the posting of the item.

Information and more details are available at the postal customer service at telephone number 0800 010 100.

**1.7 Transport Resources / Compensation**

All transport resources of Post (letter containers, roll containers, etc.), which are provided to customers, remain the property of Post; inappropriate use (e.g. en route transporting and/or consigning to third parties, the conducting of in-house transports / use, storing of materials, etc.) is not permitted. Using is undertaken at your own risk. The customer is obliged to inform staff members and third parties, including in particular individuals and legal persons, who use these means of transport about the proper use and the requirement to comply with the regulations in the operating instructions. Transport resources stored may not exceed a week's needs.

In case of damages or loss, Post shall be entitled to claim damages.

**2 Posting**

Priority mailings can be posted

- by dropping them into letterboxes or Post dispatch boxes,
- at postal service points or

- at "rural postmen" or the "mobile post offices", where such service is offered.

Eco mailings can be posted

- (exclusively) as a postal stationery, as provided by Post, by dropping them into letterboxes,
- at postal service points or
- at "rural postmen" or the "mobile post offices", where such service is offered.

The sender is not entitled to request Post to follow instructions given to Post after the posting of his letter mail item.

Post may agree on the fabrication and/or the labelling of mailings using adhesive labels issued or approved by Post with senders, who frequently post mailings with the additional service tracking or registered mail.

**3 Delivery**

The delivery of mailings occurs by way of handing over (section 3.4) or pickup (section 3.5).

**3.1 Recipient**

3.1.1 The recipient of mailings is the (individual or legal) person named in the address.

3.1.2 Mailings on which no individual is named in the address field will be delivered to a person who is authorised by law, power of attorney, mail authority or regulation of a public institution to accept mailings. In case of doubt, a person authorized by law to accept mailings has to demonstrate his entitlement to Post.

3.1.3 To the extent possible, priority mailings addressed to deceased recipients with the additional service registered mail will be handed over to persons authorised to accept mailings by power of attorney or mail authority. Mailings without additional service or priority mailings with the additional service tracking will, to the extent possible, be delivered to a family member having unrestricted legal capacity who has been living in a joint household with the deceased until his death. Otherwise, the mailing will be treated as undeliverable.

**3.2 Persons Authorised to Accept Mailings**

3.2.1 If the recipient is an attorney or notary, whose office is lead by a proxy or substitute, mailings will be handed

- over to the proxy or substitute.
- 3.2.2 By regulation of a public institution  
If the recipient is subject to the regulation of a public institution, mailings will not be handed over to the recipient, but to the person that is authorized to accept mailings addressed to the inhabitants of the facility by virtue of agreement between the director of the facility and the delivery centre. If the facility's director refuses to enter into such an agreement with the delivery centre, mailings addressed to persons that are subject to regulations of public institutions will be handled in accordance with the to other provisions of the GTC.
- 3.2.3 By mail authority or power of attorney  
If the recipient issued mail authority to another person/other persons, mailings may be delivered to the authorised person(s) instead of the recipient.  
  
In case a power of attorney which has been legalized by court or a notary public is granted, mailings will be handed over to the authorised person to the extent specified in such power of attorney.
- 3.3 Delivery Confirmation**
- 3.3.1 If a priority mailing's delivery may only be carried out to the person named in the address, such delivery to recipient in person has to be confirmed by signature of the recipient and shall include the date of delivery.
- 3.3.2 If this mailing is delivered to a person other than the recipient, this person must add a note to his signature, clearly indicating his authorisation to accept mailings.
- 3.4 Delivery via Handover**
- 3.4.1 The mailings are delivered to the delivery point indicated on the mailing.
- 3.4.2 Mailings are inserted in appropriate installations (e.g. letterboxes, delivery boxes, rural post box clusters, mailboxes, Post-receive boxes ("Post-Empfangsbox")). In case delivery to such installation is not possible, or the recipient's address may only be reached under unreasonable difficulties or if reaching it poses a risk for the deliverer, the mailing will be kept ready for pickup by the recipient at a notification centre chosen by Post until the end of the pickup deadline.
- 3.4.3 Absence  
An absence from a delivery point may be notified to Post in person in a postal service point, via the Online Services of Post or in writing (personally signed and addressed to the Post customer service, Haidingergasse 1, 1030 Vienna), whereas in such case notification by registered mail is recommended. The set-up of the absence takes three working days (except Saturdays). Following set-up, "RSa" and "RSb" letters from public authorities are returned to the sender with the note "absent". If the notification of absence is not made using above-mentioned procedure and/or in a timely manner, the observance of the absence cannot be assured.
- 3.4.4 If more than one person is named as recipient in the address field, Post may deliver the mailing to either person. If more than one person demands that one mailing is delivered to him, such mailing will be returned to the sender bearing a note indicating that the correct recipient cannot be determined.
- 3.4.5 Substitute delivery  
The delivery of a mailing without or of a priority mailing with declared value of up to EUR 1,500.- (limit for substitute deliveries) is considered to be duly performed if the mailing is delivered to a person other than the recipient or the person authorized to accept mailings, who is present at the delivery point of the recipient or the person authorized to accept mailings (substitute recipient) in accordance with the below provisions. Such a substitute delivery is prohibited if the recipient has objected to it in advance.  
  
Priority mailings that must be delivered to the recipient in person or whose declared value exceeds the limit for substitute deliveries as well as mailings which have arrived damaged, are exempted from substitute delivery. This does not apply to damaged mailings, which are delivered upon request of the sender or the recipient after determination of the damage.  
  
To the extent substitute delivery is permitted, mailings will only be delivered to persons having unrestricted legal capacity that are willing to accept the mailing and who are present at the same delivery point as the recipient or who are employer or employee of the recipient. If the recipient has named certain persons as substitute recipients in writing to the delivery centre, substitute delivery is only made to those persons. The competent postal service point is authorized to request verifiable notification of such persons

if that facilitates the due substitute delivery.

Packages M, which cannot be placed into a handover facility, may, subject to compliance with the provisions for substitute delivery, be handed over to a neighbour in case no person entitled to accept the mailing is present at the delivery point and the recipient has not raised an objection. This does not apply for priority mailings with the additional service with declared value, deliver to addressee in person and COD. The recipient must be informed of such delivery in writing.

3.4.6 The delivery centre may request that persons in charge of a delivery point (owner, administrator, operator, etc.) name one or several persons at such delivery point as substitute recipients for mailings to recipients residing in shared accommodations (such as dormitories, accommodation facilities and similar), on campsites or other delivery points on which delivery is not feasible without adverse effect on the working routine.

The scope of the authorisation to accept mailings can be limited to mailings without additional services. The substitute recipient may also receive notifications regarding mailings that cannot be delivered to the delivery point. If no substitute recipient is named or if the recipient objects to the substitute delivery, the competent delivery centre is authorised to consider incoming mailings, which may not be duly delivered by other means, as undeliverable.

3.4.7 Posting to Post-receipt boxes ("Post-Empfangsbox")  
Mailings, which cannot be handed over to the recipient, the person authorised to accept mailings or a substitute recipient or placed in a handover facility due to their size or extent may be inserted in a Post-receipt box.

The recipient will receive a respective notification, which is placed to his handover facility. This notification includes a coding, with which the Post-receipt box can be unlocked to withdraw the mailing.

If the mailing is not withdrawn within 14 calendar days, it is returned to the sender.

**3.5 Pickup at a Postal Service Point**

3.5.1 For mailings that could not be delivered and that were not inserted in the Post-receipt box, a notification ("yellow sheet") will be left in the handover facility at the delivery point. Those mailings are kept at the location specified on the notification for pickup (e.g. Postal Service Point, Post pickup station) for a minimum period of 14 calendar days starting with the day following the notification. The first possibility to pickup the mailing is generally on the working day following the notification (except Saturdays), unless Post specifies an earlier pickup date.

Mailings that are stored at the notification location after expiration of this term will be treated as undeliverable.

3.5.2 At the notification location, mailings are handed over to persons who are in possession of the notification and request the letter mailing. In case of doubt, an official identification document must be presented.

3.5.3 In case a valid mailbox agreement has been entered into, mailings will be kept ready for pickup. In case of a vacation box agreement, the recipient may choose between pickup and delivery.

**3.6 Refusal of Acceptance**

3.6.1 The recipient may refuse to accept mailings without giving reasons (refusal of acceptance). The acceptance of mailings is deemed to be refused in case the recipient refuses to confirm the acceptance of a priority mailing for which confirmation of acceptance is required, or to pay for payable amounts and expenses. Upon request, the essential characteristics of the mailing will be provided to the recipient and the mailing will be treated as undeliverable.

3.6.2 The refusal of acceptance cannot be issued in advance or for specific types of mailings, but only for every individual mailing.

3.6.3 The recipient may subsequently refuse acceptance of a mailing which has not been handed over to him in person. The mailing must be handed over to the deliverer or a postal service point without delay, unopened and bearing a note regarding the refusal of acceptance. Charges and expenses that have been paid at delivery will be returned.

**3.7 Undeliverable Mailings**

- 3.7.1 Mailings are undeliverable if it is impossible to hand them over to the recipient, the person authorised to accept mailings or a substitute recipient and forwarding does not take place.
- 3.7.2 Undeliverable mailings are returned to the sender if the sender's address is disclosed on the mailing or if the sender can be identified by way of opening the mailing by Post and if no mailing instructions according to section 6.2 of the IPP for priority mailings or section 5.2 of the IPP for Eco mailings have been specified.
- 3.7.3 Mailings exempted from transport and whose return might injure people, be harmful to their health or cause material damages will not be returned.  
In the latter case the sender – if an address has been provided – will be informed about the undeliverability and the place the mailing is kept ready for pickup for a period of six months will be disclosed to him.
- 3.7.4 In particular, mailings are deemed undeliverable if
- the recipient refused to accept the mailing, to pay the COD charges or charges and expenses incurred in connection with the mailing or if he does not confirm the receipt;
  - the pickup deadline has expired;
  - they have not been withdrawn from the Post-receipt box;
  - it is discovered after posting that the mailing is exempted from postal services;
  - the delivery point is specified in an unclear or incomplete way;
  - the correct recipient cannot be determined;
  - the reception authorisation cannot be verified.

**3.8 Undeliverable and Unreturnable Mailings**

- 3.8.1 Mailings that can neither be handed over to the recipient nor returned to the sender are deemed undeliverable and unreturnable. These mailings are directed to paper recycling after six months following the undeliverability and unreturnability has been determined, unless they have sales value.

Otherwise, such mailings will be sold by auction.

- 3.8.2 When posting the mailing, the sender agrees that undeliverable and unreturnable mailings become the property of Post after a period of six months. After transfer of ownership, Post is entitled to use the mailing's content to recover all fees resulting from the proper transport of a mailing for the sender by sale of the item by auction.

**3.9 Determination of Damages**

- 3.9.1 Damages discovered after the mailing has been posted which prevent the proper posting will – to the extent operationally feasible – be fixed by Post.
- 3.9.2 If the type of damage suggests that contents of the mailing have been damaged or reduced, the extent of the damage will be determined in the presence of the sender or recipient, if possible.
- 3.9.3 The recipient may request determination of damages if he detects damages of a mailing at takeover. If the damage is detected by the substitute recipient at the occasion of a substitute delivery, the mailing will not be handed over, but kept ready for pickup by the recipient at the notification location.

**3.10 Inquiry**

- 3.10.1 In case of priority mailings with the additional service tracking, the sender may initiate an inquiry within six months starting from the day following the posting of the item at any postal service point regarding proper handover or, in case of cash-on-delivery, the proper payment or transfer of the amount to be collected. The posting confirmation as well as the essential features of the item (such as sender, recipient, amount to be collected, date of posting, place of posting, IBAN, BIC etc.) must be provided.
- 3.10.2 The sender will be notified in written form of the result of the inquiry. If the inquiry results in the conclusion that the service was duly performed by Post, the sender has to pay the inquiry charges pursuant to section 8.3 of the IPP for Priority Mailings when being informed about the inquiry's result.

**4 Liability**

**4.1 Liability of Post**

- 4.1.1 Warranty



## GTC NATIONAL LETTER MAIL

- 4.1.1.1 Post shall be liable to the sender under its warranty obligation for losses (non-performance), damages and/or delays (inadequate performance) caused by Post.
- 4.1.1.2 Resulting from the title of warranty (liability independent of fault due to non-performance or inadequate performance), the sender is entitled to claim reimbursement of charges with respect to such mailings for which service has not or not duly been carried out.
- 4.1.1.3 The sender must prove that
- he has entered into an agreement with Post;
  - Post has failed to (duly) perform its obligations under such agreement.
- 4.1.2 Compensation
- 4.1.2.1 Post shall be liable to the sender for damages because of loss (non-performance), damages and/or delays (inadequate performance) caused by Post.
- In case the sender is entitled to compensation, Post shall only be liable for damages – resulting from losses, damages or delay – caused by it or persons that
- are legally attributed to it through wilful intent or
  - gross negligence; Post shall not be held liable for damages caused by slight negligence; this does not apply vis-à-vis consumers within the meaning of Sec 1 Austrian Consumer Protection Act with respect to personal damages and damages to items which were taken over by Post for processing.
- 4.1.2.2 The sender must prove that
- he has entered into an agreement with Post;
  - Post has failed to (duly) perform its obligations under such agreement;
  - a damage in a specific amount was incurred;
  - such damage resulted from the improper performance of contractual obligations by Post.
- 4.1.3 Common provisions for warranty and compensation
- 4.1.3.1 A delay giving rise to a claim exists if priority mailings arrive at the delivery point of the recipient or are kept ready for pickup by the recipient at the notification location later than working four days (except Saturdays) – or six working days for Eco mailings – after the day following the day of posting; calculated from the day of posting for (delivered) mailings posted on a working day, except Saturdays, before closing time and from the next working day following the day of posting for mailings posted after closing time, except Saturdays. This period is extended to the double length in case the delay results from a significant increase of postal mail traffic (e.g. before Christmas). The period will be extended in case of delays for which neither party is responsible, e.g. force majeure, unforeseen interruption of operations, governmental interventions and labour conflicts, for the length of such event.
- 4.1.3.2 A damage giving rise to a claim exists if the mailing becomes unusable, illegible etc. and/or if the content of the mailing is damaged. Damages resulting from proper and customary transport, proper and customary processing and/or loading will not give rise to any claim. Furthermore, damages to wrappings and/or packaging (e.g. envelopes) only do not constitute a damage giving rise to a claim.
- 4.1.4 The maximum compensation amounts to be paid by Post are:
- EUR 50.- for mailings;
  - EUR 75.- for registered priority mailings without declared value;
  - the declared value or interest for priority mailings with declared value;
- Mailings must be sent as registered mail in case the content or interest exceeds an amount of EUR 50,- (see section 7.2 IPP for priority mailings); in case the content or interest exceeds an amount of EUR 75,-, mailings must be sent with declared value (see section 7.2.2 IPP for priority mailings).
- 4.1.5 Any further liability of Post exceeding the declared value or the maximum amounts of EUR 50.- or EUR 75.-, in particular for lost profit, damages caused by delay, pecuniary losses, consequential damages, loss of savings, interest losses as well as damages resulting from third party claims, is excluded.
- 4.1.6 It is the task of the sender to select such form of posting which, taking into consideration the scope of services of Post (see IPP for priority mailing and IPP for Eco mailing), covers any potential damage resulting from loss or damage.

- 4.2 Exclusion of liability**  
The liability of Post is excluded in particular if
- the damage results from unsuitable packaging and/or type of transportation given the natural properties of the transported item;
  - the content of the mailing is subject to one of the prohibitions listed under section 1.4 or if it has been confiscated or destroyed by a public authority.
- 4.3 Special arrangement for entrepreneurs according to the Austrian Business Code (Unternehmensgesetzbuch - "UGB")**  
In addition to the general provisions, the following apply to entrepreneurs within the meaning of the UGB.
- 4.3.1 Notification of defects**
- The sender is only entitled to claims resulting from its warranty or compensation obligations if defects and delay are notified in writing within a week following the posting of the mailing.
  - In addition to the notification obligation pursuant to the preceding paragraph, apparent damages or partial losses must be notified in writing on the working day following the day of posting (except Saturdays).
  - Failure to notify damages within such period will lead to forfeiture of claims under Post's warranty and compensation obligations.
- 4.3.2 Liability**
- In addition to the requirements described in section 4.1.2.2, the existence of wilful intent or gross negligence on the part of Post will have to be proven by the sender.
  - Compensation claims against Post must be asserted by the sender before court within six months after he became aware of the damage and the damaging party. The period between the start and conclusion of proceedings before the regulation authority up to a maximum duration of three months shall not be included in this period.
  - In case the damaged party is not aware of damage and damaging party, claims for damages must be asserted within a period of three years starting from the date the contract with Post was concluded.
- 4.3.3** The lack of a delivery status when purchasing the additional service tracking in no way demonstrates that a priority package was not delivered. The sender's obligation to provide evidence according to section 4.1.1.3 and 4.1.2.2 remains unaffected.
- 4.4 Liability of Post for COD service**
- 4.4.1** Unless provided otherwise herein (in section 4.4), the aforementioned provisions on COD services apply mutatis mutandis.
- 4.4.2** In case Post performs COD services in deviation from these GTC, the customer is entitled to assert warranty claims according to section 4.4.3 and compensation claims according to section 4.4.4.
- 4.4.3 Warranty**  
If Post does not transfer the collected COD amount to the recipient named by the sender or if the COD amount is not collected at the occasion of the delivery of the mailing, the sender may request payment of the collected COD amount or an amount equal to the COD amount to be collected. Such right must be asserted in court within 2 years by consumers and within 6 months by entrepreneurs within the meaning of Sec 1 UGB; the period starts with the working day following the day of collection and/or posting.
- 4.4.4 Compensation**  
If Post does not transfer the collected COD amount to the recipient named by the sender or if the COD amount is not collected at the occasion of the delivery of the mailing, the sender may request payment of the collected COD amount or an amount equal to the COD amount to be collected. Post shall only be liable for damages caused by it or persons that are legally attributed to it through wilful intent or gross negligence. Post shall not be held liable for damages caused by slight negligence; this does not apply vis-à-vis consumers within the meaning of Sec 1 Austrian Consumer Protection Act with respect to personal damages. Unless mandatory provisions provide otherwise, any further liability of Post, in particular for lost profit, damages caused by delay, pecuniary losses, consequential damages, loss of savings, interest losses as well as damages resulting from third party claims against the sender, is excluded.
- 4.5 Liability of Sender**
- 4.5.1** The sender of a mailing shall be liable to Post for any damages to persons or objects resulting from delivery of prohibited items or non-observance of these GTC's terms of delivery. The fact that Post accepts such mailings does not exempt the sender from the liability, unless the defect was apparent at the time of taking over of the item for delivery. The sender shall

indemnify and hold harmless Post with regard to third party payment claims in connection with the proper transport of this mailing for the sender.

- 4.5.2 The sender shall be liable for a period of twelve months from the day of the posting of the mailing for charges not paid and for charges Post has justifiably covered in connection with the proper transport of that mailing. The limitation period of twelve months is interrupted in case Post asserts its claims for unpaid charges or the aforementioned charges vis-à-vis the sender out of court within that period.
- 4.5.3 Post is entitled to safeguard all claims of Post resulting from the proper transport of a mailing for the sender by retaining such mailing and, following lapse of a twelve month period, sale of the item by auction, if the sender and the recipient refuse to pay the charges or payments already made in connection with the mailing.
- 4.6 Legal Recourse and Place of Jurisdiction**
- 4.6.1 Cases of dispute or complaint with Post that could not have been solved to the satisfaction of the customer may be submitted to the regulation authority. The regulation authority shall endeavour to reach a mutually acceptable solution or present its opinion regarding the case to the parties (Sec 53 PMG).
- 4.6.2 For all legal disputes arising out of or in connection with the contractual relationship entered into on the basis of these GTC, the court competent to rule on the subject matter in the capital of the Federal State (in Vienna: 1030 Vienna) in which the letter mailing was taken to be posted is the place of jurisdiction.
- 4.6.3 In the case of legal actions against consumers whose place of residence or habitual residence is in Austria or who are employed in Austria, the competent court is the court at the place of residence, of habitual residence or the place of employment of the consumer.
- 4.6.4 The contractual relationship entered into on the basis of these GTC shall be governed by and construed in accordance with Austrian law, with the exclusion of CISG and conflict of law provisions.

## **Österreichische Post AG**

### **Post Customer Service**

Business Hotline: 0800 212 212

Private customers: 0800 010 100

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

Company headquarters

Letter Division, Advertising Mail & Branches

Rochusplatz 1, 1030 Vienna

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

Legal form: public limited company

Registered seat in the municipality of Vienna

FN 180219d, Commercial Court of Vienna

Subject to misprint and typesetting errors

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