

# **ECO BUSINESS LETTER**

## **GENERAL TERMS AND CONDITIONS**

Valid from 1 July 2018

Valid from 1 July 2018 (issue no. 1 / 2018)

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**1 Scope of Services**

**1.1 General**

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 Eco mail items in Austria. This service is not part of the statutory universal service.

1.1.2 Österreichische Post AG is a forwarder of bulk mail items organizationally geared towards processing a large number of mail items in the most simple and standardised way.

1.1.3 Eco business mail items are addressed mail items that contain a written notification and whose transport and delivery has been requested by the sender, and which Post accepts in accordance with these conditions of shipping.

1.1.4 Letter mail items, except those in card format and folded letter mail items (see Appendix 1 Product and Price Index (IPP) Letter National, section 10.5 and 10.6 published at [www.post.at/richtigadressieren](http://www.post.at/richtigadressieren)), must have a cover/packaging (e.g. envelope) and must be packaged safely enough, taking into consideration content and volume, so that throughout transport they are protected against loss or damage and can withstand any stresses the letter mail item is exposed to during transport, such as pressure, shock or fall.

**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 at a distribution centre of Post).

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

1.2.2 If a mailing does not comply with these GTC, especially the conditions stipulated in section 1.3, Post has the right to

- refuse to accept the mailing for transport and deem an item already handed over as undeliverable and unreturnable (see section 8);
- return to the sender an item already posted at

any stage of transport.

**1.3 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.

The following items are excluded from transport:

- Mail items 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);
- Mail items which are unsuitable for the operating system of Post due to their contents or conditions;
- Mail items whose content or external design may injure individuals, be harmful to their health or cause material damages.

**1.4 General size and weight limits**

Weight: 0 – 2,000 g  
 Minimum size: 140 mm x 90 mm  
 Maximum size: 353 mm x 250 mm  
 Maximum thickness: 30 mm

**1.5 Volume to be posted**

A minimum of 1,000 mail items of the same weight and format.

**1.6 Transport times**

As a rule, the transport times are three working days (except Saturday), but not more than six working days (except Saturday) from the day of posting.

**1.7 Franking**

Proper franking of a letter mail item is a prerequisite for acceptance and delivery. The following franking mark needs to be affixed to the letter mail item: (can also be found under [www.post.at/ecobusiness](http://www.post.at/ecobusiness)):



This mark can be affixed in a single line above the recipient's address.

**1.8 Information about Mail Items**

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

An official search request is not possible for Eco mail items.

Information and more details are available at the business service at telephone number: 0800 212 212.

**1.9 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.

The Post is entitled to claim damages in case of damage or loss.

**2 Layout of Shipments**

**2.1 General**

2.1.1 The address and other details must be written in Latin letters and Arabic numerals and in such a way that they cannot be rubbed off.

The following details shall be indicated on the letter mail item:

- the recipient;
- the delivery point;
- the post code and destination city
- recommended: the sender

Sample address:



1. Titel (optional)
2. Recipient:  
Name/company name
3. Delivery point:  
Street/street number/door number
4. Postcode/destination city

Mandatory details and notes shall, unless explicitly provided otherwise, be indicated by the sender on the address side of the letter mail item. Other notes or illustrations may be indicated on the address side if they do not negatively impact the address, statutory details or notes of the sender or any notes of Post.

Illustrations must be clearly distinguishable from valid postage stamps and postal and sender franking machine impressions.

**2.2 Recipient**

First and surname and/or company name and contact person (may also be written on two lines). The recipient may be indicated with agreed upon characters, numbers and words (codes).

“Attn:” shall be printed above the name and below a company name. “c/o” shall be printed below the name and above a company name.

Examples:

Österreichische Post AG  
For the attention of John Doe  
Rochusplatz 1  
1030 Vienna

John Doe  
c/o Österreichische Post AG  
Rochusplatz 1  
1030 Vienna

**2.3 Delivery point**

The delivery point shall be indicated in a way that enables proper and quick delivery.

The delivery point shall include the street name and number. For addresses with more than one delivery point, the block, flight and door number shall also be indicated. These shall be separated by a slash. For holders of a post office box, the words "P.O. Box" and if applicable the number of the P.O. Box shall be included here; for poste restante mail items, the words "Poste Restante" shall be included as the delivery point.

The name of the delivery point shall be included in the line before last line, and the postcode and destination city shall be included in the last line.

**2.4 Postcodes**

Postcodes shall be used in accordance with the postcode finder,

which is available on [www.post.at](http://www.post.at). A P.O. Box postcode may only be included when using a P.O. Box in the address.

**2.5 Destination city**

Post's postcode finder shall be decisive for the designation of the destination city.

In case the name of the postcode city does correspond to the city name, the city name shall be included next to the postcode without stating the postcode city.

The federal state shall only be indicated if it is part of the destination city (e.g. St. Johann in Tyrol).

**2.6 Sender**

The sender's details shall be written in the upper left up to 40 mm from the top edge. It may also be written on the reverse side of the letter mail item.

If the sender's details are written in the window or on address labels, they have to be written in one line, clearly set apart and above the recipient's address.

Sample for sender's details in one line (window envelope, above the address):

Sample company, Sample Street 7; 1010 Sample Town

**3 Terms of Delivery**

**3.1 General**

3.1.1 Post reserves its right to affix official postal notes on mail items, if necessary using adhesive labels or barcodes.

**3.2 Posting, place of posting, time of posting**

3.2.1 Eco Business mail items must be sorted and separated according to basic products, formats and weight and taken to a distribution centre of Österreichische Post AG at the specified acceptance times using a respective dispatch note.

Eco Business mail items are to be posted in letter containers of Post or in envelope boxes. Within these containers, Letter S and Letter M mail items must be arranged standing and equally so that all addresses point in the same direction (no piling up) and Package S mail items must be lying flat with the address pointing upwards.

The indication in the dispatch note that is relevant for the invoice will be reviewed by Post. If the sender's data deviates from the verification made by Post, the

latter constitutes the correct basis for the accounting of the rates.

Incorrect information provided by the sender regarding number of items, grammage and basic product do not prevent effective conclusion of a contract.

**3.3 Forms**

3.3.1 If forms are to be used when making use of the service of Post, such forms shall be used in their currently valid version – see [www.post.at/business](http://www.post.at/business). Forms not obtained from Post must match the forms issued by Post in terms of shape, size and imprints. Post shall decide whether third-party forms as defined in these GTC are operationally compliant. Forms must be completely filled out by the sender.

**4 Basic Products**

All letter mail items must comply with the requirements for machine processibility – see the special published prerequisites for machine processibility as amended at [www.post.at/rightigadressieren](http://www.post.at/rightigadressieren).

Additional services regarding delivery requested by the sender are not possible for Eco Business mail items.

**4.1 Letter S**

Weight: 0 – 20 g  
 Minimum size: 140 mm x 90 mm  
 Maximum size: 235 mm x 162 mm  
 Maximum thickness: 5 mm

**4.2 Letter M**

Weight: 21 – 75 g  
 Minimum size: 140 mm x 90 mm  
 Maximum size: 235 mm x 162 mm  
 Maximum thickness: 5 mm

**4.3 Package S**

Weight: 0 – 2,000 g  
 Minimum size: 140 mm x 90 mm  
 Maximum size: 353 mm x 250 mm  
 Maximum thickness: 30 mm

**5 Advance Instructions**

Sender's instructions shall only be binding if made in the stipulated manner.

- 5.1 Do not redirect**  
By affixing the note "Nicht Nachsenden" ("Do not redirect"), sender may issue the instruction that the mail item shall not to be redirected. The mail item will then be returned to the sender. The recipient's new address will not be disclosed to the sender.
- 5.2 Do not return**  
Upon request, undeliverable mail items will not be returned to the sender. If the sender requests so, the mail items must contain above the recipient address, clearly visibly and in bold letters, the notice "Retouren an Postfach 555, 1008 Wien" ("return to P.O. Box 555, 1008 Vienna") or "Nicht retournieren" ("Do not return") or a notice with the same meaning.  
  
Post will recycle undeliverable mail items.
- 5.3 Poste restante**  
Mail items with the notice "Postlagernd" ("poste restante") as delivery point will be kept for pickup without delivery at the respective postal service point for a minimum of 14 calendar days from the day following their arrival.  
  
The recipient will not be notified.  
  
The letter mail item will be handed over to the person who comes to pick it up.
- 6 Delivery**  
The delivery of Eco Business mail items is without confirmation and is made to the residential or business address stipulated on the letter mail item by placing the letter mail item in a handover facility.  
  
Handover facilities include letterboxes, domestic mail box facilities, and rural post boxes. In case delivery to such a facility is not possible, or if reaching the address of the recipient involves unreasonable difficulties or is dangerous for the delivery person, the recipient will be notified that the item will be kept ready for pickup until the end of the specified pick-up period at the place designated by Post as the place for pick-up.
- 7 Undeliverable Mailings**  
Eco Business mail items are undeliverable if they cannot be delivered to the recipient or a person authorized to accept mails and if the mail item has not been redirected.  
  
Undeliverable Eco Business mail items will be returned to the sender if the mail items contain the sender's address and not an advance instruction pursuant to section 5.2.
- 8 Undeliverable and Unreturnable Mail items**

Eco Business mail items that can neither be handed over to the recipient nor returned to the sender are deemed undeliverable and unreturnable. Such undeliverable and unreturnable Eco Business mail items will be recycled six months after they have been determined as being undeliverable and unreturnable, provided they have no sales value. In this case, such mailings will be sold by auction.

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

## 9 Charges

Eco Business mail items are not covered by the universal service obligation under Sec 6 Postal Market Act; thus, in addition to the agreed net charge VAT will be invoiced, provided that the place of service within the meaning of the Austrian Value Added Tax Act is in Austria.

### 9.1 Determination and Payment of Rates

9.1.1 The sender is obliged to pay the transport rates in accordance with section 9.2 of these GTC for the services used. The rate listed is per mail item.

9.1.2 The payment of rates is based on a valid deferment agreement. The amount owed will be taken from an account of a bank based 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 is not available to Post or only data which is 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.

9.1.3 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.

For delivered Eco Business mail items 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).

9.1.4 Reimbursement of charges

The sender will be reimbursed for charges already paid

- if he proves to Post within a period of six months that he has paid too much, whereas the sender will only be entitled to the difference;
- if he proves that the letter mail item was not delivered and relinquishes the item to Post.

9.2 Transport charges

All indicated charges are net, i.e. not including statutory charges and taxes, in particular value-added tax.

Product	EUR net
Letter S	<b>0.65</b>
Letter M	<b>1.10</b>
Package S	<b>2.25</b>

Eco Business mail items which do not comply with the criteria for machine processing pursuant to published special prerequisites [www.post.at/richtigadressieren](http://www.post.at/richtigadressieren) for machine processing as amended, the following transport charges apply:

Product	EUR net
Letter S not machine-processable	<b>1.25</b>
Letter M not machine-processable	<b>2.50</b>
Package S not machine-processable	<b>4.00</b>

10 Discounts

10.1 General

10.1.1 When making the below-mentioned advance performances and when a certain number of items are reached, immediate discounts will be granted.



Discounts will be calculated based on the total net amount of the transport charges charged to and to be paid by the customer for the respective consignment. The net transport charges listed are net rates excluding statutory charges and taxes, in particular value added tax (VAT). The basis of calculation shall be reduced by any credits. The discounts will be deducted on the invoice.

Post is entitled to check whether the discount criteria are met. In case it is found that the criteria are not met, the difference between the discounted charges and the regular transport charges will be charged subsequently in accordance with section 9.2.

**10.2 General prerequisites**

The basic prerequisites for transport at the Eco Business tariff pursuant to section 1.5 and 3.2 must be met.

In addition, the following criteria must be met for each consignment (cumulative):

- Letter mail items in the formats Letter S, Letter M, Package S
- Minimum number per posting: 2,500 units
- Letter mail items sorted according to basic product, formats and weight
- Letter mail items must be machine-processable – for specifications see the special prerequisites for machine processibility as amended (published at [www.post.at/rightigadressieren](http://www.post.at/rightigadressieren))
- Posting at intended postal distribution centres
- Postage paid notice in accordance with section 1.7 must be used
- Posting in “A” containers of Post or in envelope boxes (in consultation with Post)
- Payment via valid deferral agreements according to section 9.1.2

**10.3 Discounts for Advance Payments, Definitions**

Discounts are modular. Various combinations are possible.

10.3.1 Advance performance 1 – notice of place of dispatch, time and quantity  
At least five business days in advance, the sender shall provide his customer number together with details on

- the place of posting,
- the day of posting,
- the volume of posting.

The notification must be made by e-mail (.txt or .xls) to [infomail.streuplan@post.at](mailto:infomail.streuplan@post.at).

Notification via a licensed software program (e.g. Post's delivery manager (“Post Versandmanager”)) replaces the advance notification via e-mail.

10.3.2 Advance performance 2 – notice of scatter plan including place of posting and volume  
In addition to the information from advance performance 1, the sender shall provide information on the relevant scatter plan at least five days in advance.

The notification must be made by e-mail (.txt or .xls) to [infomail.streuplan@post.at](mailto:infomail.streuplan@post.at).

Notification via a licensed software program (e.g. Post's delivery manager (“Post Versandmanager”)) replaces the advance notification via e-mail.

This advance performance includes advance performance 1. Thus, the discount for advance performance 1 is already included in this discount and will not be granted additionally.

10.3.3 Advance performance 3 – Sorting according to own and external other distribution centre  
The sender undertakes to sort and label the items according to dispatch distribution centre and other distribution centre. Furthermore, the sorted items need to be handed over separately in containers.

Own distribution centres means that the items are in the distribution area of the posting distribution. Other distribution centre includes items outside the distribution area of the posting distribution centre.

The posting distribution centre is the distribution centre where the mail items were posted.

10.3.4 Advance performance 4 – Sorting according to destination distribution centre  
In addition to the sorting under advance performance 3, the sender undertakes to sort and label its items according to the respective destination distribution centre. The destination distribution centre is the distribution centre the mail items are intended for.

Discount is granted from a volume of 100,000 letter mail items.

This advance performance includes advance performance 3.





Thus, the discount for advance performance 3 is already included in this discount and will not be granted additionally.

Sorting of the mail items according to destination distribution centre is based on the postcode included in the recipient's address. The allocation of postcode areas to individual distribution centres is available at [www.post.at/business](http://www.post.at/business).

10.3.5 Advance performance 5 – Exact weight  
The sender has to include the exact weight per (individual) mail item in the dispatch list. In this case, in deviation from section 3.2.1 paragraph 3, the customer also has to include the total weight of the consignment.

10.3.6 Advance performance 6 – Early posting until 02:00 pm  
The consignment needs to be posted until 02:00 pm. The time the delivery documents are handed over to the receiving office is decisive.

10.3.7 Advance performance 7 – Early posting until 11:00 am  
The consignment needs to be posted until 11:00 am. The time the delivery documents are handed over to the receiving office is decisive.

This advance performance includes advance performance 6. Thus, the discount for advance performance 6 is already included in this discount and will not be granted additionally.

**10.4 Discount scale for Advance Performances**

Advance performances	Discount in %
Advance performance 1	<b>1.50</b>
Advance performance 2 (incl. advance performance 1)	<b>2.00</b>
Advance performance 3	<b>1.25</b>
Advance performance 4 (incl. advance performance 3)	<b>2.75</b>
Advance performance 5	<b>0.50</b>
Advance performance 6	<b>0.50</b>
Advance performance 7 (incl. advance performance 6)	<b>0.75</b>

**11 Liability**

**11.1 Liability of the Post**

11.1.1 Warranty  
Post shall be liable to the sender under its warranty obligation for losses (non-performance), damages and/or delays (inadequate performance) caused by Post.  
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.

The sender must prove that Post has failed to (duly) perform its contractual obligations.

11.1.2 Compensation

Post shall be liable to the sender under its compensation obligation for losses (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.

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 and
- such damage resulted from the improper performance of contractual obligations by Post.

Liability is assumed only for damages to the letter mail item itself or its content, i.e. damages of the sender resulting from the fact that the letter mail has either not been handed over to the recipient at all, or only in a damaged state.

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, is excluded.

11.1.3 Common provisions for warranty and compensation:

A delay giving rise to a claim exists if Eco Business mail items are delivered later than six working days (excluding Saturdays) after the day following the day of posting. 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.

A damage giving rise to a claim exists if the Eco Business mail items becomes unusable, illegible etc. and/or if the content of the Eco Business mail items 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.

The risk of the accidental full or partial loss of the Eco Business mail item is borne by the sender.

**11.2 Exclusion of Liability**

Liability of Post is excluded in particular if

- the damage results from unsuitable packaging, natural properties of the transported item or fault of the sender;
- the content of the mailing is subject to one of the prohibitions listed under section 1.3. or if it has been confiscated or destroyed by a public authority.

**11.3 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.

**11.3.1 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 mail item.
- 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 delivery (except Saturdays).
- Failure to notify damages within such period will lead to forfeiture of claims under Post's warranty and compensation obligations.

**11.3.2 Liability**

- In addition to the requirements described in section 11.1.2, 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.

**11.4 Liability of Sender**

The sender of the Eco Business mail item 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 mail items 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.

The sender shall be liable for a period of three years from the day of the posting of the mail item for charges not paid and for charges Post has justifiably covered in connection with the proper transport of that mail item. The limitation period of three years 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.

Post is entitled to safeguard all claims of Post resulting from the proper transport of a mail item for the sender by retaining such mail item and 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 Eco Business mail item.

**12 Legal Recourse and Place of Jurisdiction  
12.1 Competence**

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 mail item was taken to be posted is the place of jurisdiction.

**12.2 Legal actions against Consumers**

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.

**12.3 Applicable law**

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

[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