



PLANZER KEP AG

GENERAL TERMS AND CONDITIONS (GTC)

1. OBJECT OF THESE GTC

Planzer KEP AG (hereafter referred to as 'Planzer Parcel') assumes responsibility for the national distribution of the shipment(s) on behalf of the Client from and to the locations specified in the transport order within Switzerland and the Principality of Liechtenstein (transport services). These GTC govern the relationship between Planzer Parcel and the Client in connection with this service.

2. TRANSPORT ORDERS

Transport orders must precisely indicate all of the information necessary for proper execution of the order, such as the recipient's address, the delivery location, the number of packages, the packaging, the contents, the weight, the dimensions and the delivery time.

Planzer Parcel shall be entitled to have the transport services carried out by other Planzer Group companies or by Planzer haulage contractors.

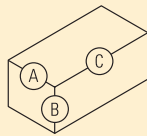
Planzer Parcel is authorised to leave the shipment at a location specified by the recipient without confirmation of receipt if it has a signature release authorisation from the recipient. In the work instruction, the Client may to deliver to Planzer Parcel a deposit instruction for selected clients or a generally applicable deposit instruction. In this case, the parcel is considered to have been delivered in due form if it is deposited with the recipient even without confirmation of receipt. A photograph of the parcel deposited with the addressee suffices as proof of delivery.

3. SHIPMENTS

3.1 Dimensions and weight

The following maximum dimensions apply to packages to be transported by Planzer Parcel:

Weight	0.05–30.0 kg
Maximum circumference*	2500 mm
Maximum length	1500 mm



* Calculating the circumference = $2(A + B) + C$
C = longest side

Where parcels do not conform with these parameters, Planzer Parcel shall transport the goods for shipment via appropriate distribution channels at applicable prices. The Client is obliged to gain corresponding pricing information from Planzer Parcel in such cases.

3.2 Packaging

The sender/client must ensure that the inner and outer packaging is appropriate. The packaging must be durable enough to withstand processing via automatic sorting systems and other mechanical equipment (max. drop height of 80 cm on the edge, corner or side) and various climatic conditions. Stickers/labels (e.g. 'fragile', 'top/bottom') on the packaging do not release the sender/client from this responsibility.

3.2 Deliveries excluded from the transport service

Planzer Parcel does not perform/ship/deliver the following:

- deliveries to post office boxes, coded consignments, deliveries marked 'poste restante';
- combined parcels (two or more parcels/containers combined with adhesive tape, string, etc.);
- parcels with a value of more than CHF 5,000;
- cash, precious metals (gold, silver, etc.), jewellery (watches etc.), precious stones, security certificates, bills, artworks, antiques, special or custom-made items, unique items, prototypes;
- goods that are illegal to transport
- deliveries of materials classified as hazardous under national or international regulations;
- deliveries that may only be sent under certain conditions;
- deliveries that may cause personal injury and/or property damage;
- items that may be subject to criminal penalties (drugs, firearms, pornography, political messages, military equipment, etc.);
- highly flammable materials (ammunition, explosives, certain liquids, etc.);
- items that are perishable or easily damaged or that require special protection against certain elements (vibrations, heat, cold, temperature fluctuations, humidity, etc.) and for which special technical measures are required;
- live animals, or human remains.

Planzer Parcel assumes no liability for any shipments disqualified from transport services.

The Client shall indemnify Planzer Parcel against any damages, consequential damages or costs connected with litigation or similar legal disputes.

3.2 Opening packages

Planzer Parcel is authorised to open packages under the following circumstances:

- if this is necessary to satisfy a provision of law or an order issued by a public authority (e.g. customs)
- to identify the recipient or the sender of an undeliverable shipment if it has not been possible to identify them in another manner
- to secure the content of a damaged shipment
- to avert risks to persons or property that may arise from the shipment
- to determine whether the shipment contains perishable goods

Planzer Parcel is not obliged to check the content of packages. Where it becomes necessary to open a package, the Client is to reimburse Planzer Parcel for all costs and expenses arising as a result.

4. DELIVERY PERIODS, DATES AND DEADLINES

Unless agreed otherwise by the Parties, after acceptance (day A) deliveries shall be made to the recipient on the following day (day B). Planzer Parcel makes no guarantee in this regard and assumes no liability.

5. DELIVERY NOTES AND OTHER DOCUMENTATION

Planzer Parcel stores delivery notes, orders and other documentation exclusively in electronic form. Original documents are not retained.

6. QUALITY MANAGEMENT

Planzer Parcel has an internal Planzer quality management system in place ('PQM') and is not ISO-certified. The Client is aware of this and accepts the PQM as adequate.

7. LIABILITY

7.1 Planzer Parcel

7.1.1 Transportation

In particular, the liability of Planzer Parcel is determined on the basis of the value of the goods at the place and time of their acceptance for shipment in particular, capped at CHF 15/kg effective cargo weight of goods damaged or lost, including transport fee. The maximum liability per damage/loss event is CHF 500. An event is considered to be a single event if there is a unitary cause for the damage or there is an inventory discrepancy, irrespective of whether the discrepancy resulted from multiple storage orders. Planzer Parcel shall not be liable for damages relating to delays.

7.1.2 Other services

The liability of Planzer Parcel for damage to and loss of goods during the provision of other services is limited to a maximum CHF 15/kg of the affected portion of the goods. For other services of Planzer Parcel that do not relate to specific cargo, liability shall be limited to the amount of damage incurred. The maximum liability per event in either case is CHF 500.

7.2 The Client

The Client must declare the value of the goods without being requested to do so if the goods being transported have a value of more than CHF 15/kg of effective freight weight.

The Client is liable for its own errors and omissions, and in particular for all consequences resulting from:

- packaging that does not meet the requirements of the agreed transport and goods handling or which is unsuitable in terms of its form, content and/or type;
- insufficient, incomplete or incorrect information or instructions in an order or in the freight, customs clearance or accompanying documents;
- missing or insufficient designation and/or labelling regarding the special properties of the goods being transported, its weight distribution or susceptibility to damage;
- shipment of deliveries excluded from the transport service.

The Client shall fully indemnify Planzer Parcel against all third-party claims arising from or in connection with this agreement or its fulfilment by Planzer Parcel, including, in particular, claims arising from erroneous or missing information.

Once the shipment is accepted without reservation, all claims against Planzer Parcel shall expire. This shall not include cases of deliberate deception or gross negligence. Damage that is not visible externally must be reported in writing no later than eight days after delivery, including the day of delivery.

7.3 Exclusion of liability

7.3.1 General remarks

The liability of Planzer Parcel is excluded in cases of:

- breakage as a result of normal vibrations
- breakage within the item itself
- damage to or loss of goods transported in externally undamaged packaging and whose good condition and completeness could not be inspected upon acceptance



- damage as a result of deficient or unsuitable packaging
- damage solely related to the external packaging and/or manufacturer packaging
- damage as a result of the weather
- damage caused by scratches, scrapes, pressure and abrasions, chipped enamel or paint and glued parts and veneers that have come loose
- malicious damage by third parties
- loss or further damage of deposited parcel

7.3.2 Consequential damages

Planzer Parcel shall not be liable for indirect or consequential damages such as interest and exchange rate losses, production outages or business disruptions of any kind. Planzer Parcel shall not be liable for incorrect estimates and/or collection of freight charges, duties, taxes or fees of any kind by third parties, including the authorities, and freight carriers.

7.3.3 Force majeure

Planzer Parcel is neither responsible nor liable for delays, hindrances or damage caused by force majeure. Planzer Parcel shall be released from performance obligations for the duration of such an event.

For the purposes of this agreement, force majeure is taken to apply to, in particular, all events that are unforeseeable or events that – even if that had been foreseeable – were beyond the control of Planzer Parcel and whose impact on performance of the agreement cannot be prevented through reasonable efforts by the contracting parties.

8. INSURANCE

8.1 Liability insurance

Planzer Parcel has freight forwarder liability insurance to cover liability as outlined under item 7. Upon request, Planzer Parcel shall provide the Client with confirmation of insurance coverage.

8.2 Property insurance ('transport insurance')

Goods transported under an order from the Client are not covered by property damage insurance ('transport insurance') held by Planzer Parcel. If the Client would like to conclude transport insurance, it must contact Planzer Parcel before issuing the transport order. The premium charged by the insurance company shall then be payable by the Client. If damage to the goods is covered under the property insurance of the Client, it undertakes to assert and enforce accruing claims against the insurer. The insurer may have recourse to claim against Planzer Parcel for paid insured benefits as outlined under item 7.

9. CONFIDENTIALITY/DATA PROTECTION

The Parties undertake to treat as confidential all information and knowledge of which they become aware in the course of processing the orders and not to disclose it to third parties. The Parties shall be obligated to return any data/data storage media, documents, etc. that they have erroneously received for any reason to the other party without delay.

The duty of confidentiality remains in force even after processing of the transport order is complete.

9.1 Return of goods and documents after order processing

The right to demand return of electronic documents or information expires six months after the end of this agreement. Upon elapse of this period, the Client shall only have the right to request the handover of documents or information in justified cases, i.e. the Client must provide Planzer Parcel with a court ruling or official order indicating that the electronic documents or information are required. Additional costs that accrue thereby shall be invoiced to the Client.

10. SEVERABILITY

Should any provision of these GTC be or become invalid, wholly or in part, the remaining provisions shall remain in effect. The invalid provision shall be replaced with a valid provision that approximates the purpose of the invalid provision as closely as possible.

11. APPLICABLE LAW, PLACE OF JURISDICTION

The contractual relationship is governed by Swiss law.

The Parties shall deal with each other in a spirit of fairness and loyalty and any issues, complaints, differences of opinion etc. shall be settled through fair, objective discussion and direct negotiation in good faith among equals.

Any disputes that cannot be settled out of court shall be exclusively adjudicated by the courts of jurisdiction at the location of the registered office of Planzer Parcel in Dietikon. Before consulting to the competent judge, the Client has the option of filing an application for arbitration at PostCom's arbitration board for the purpose of resolving the dispute. The arbitration board's aim is to propose a solution to the parties as a neutral and independent mediator (further information is available at www.ombud-postcom.ch).

12. AMENDMENTS TO THE GTC

Planzer Parcel reserves the right to amend the GTC at any time.

As at: August 2020.

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