

I. Scope of application, general

1. The users of these General Terms and Conditions are GO! Express & Logistics (Schweiz) AG as well as its system partners (hereinafter all referred to as contractors). The contractors shall arrange for the transport of courier, express and postal consignments via a logistics system/transport network.
2. The GTC of the contractor apply exclusively; any terms and conditions of the principal that conflict with or deviate from these GTC shall not be recognised, unless the contractor has expressly agreed to their validity in writing prior to the placement of the order. The GTC of the contractor shall also apply if the contractor carries out the deliveries and services without reservation in the knowledge of terms and conditions of the principal that conflict with or deviate from these terms and conditions.
3. Unless regulated by the following General Terms and Conditions (GTC), the statutory provisions applicable in Switzerland to the carriage of goods shall apply in a subsidiary manner, or in the case of international transport by motor vehicle, the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR), and in the case of international transport by rail, the Convention concerning International Carriage by Rail (COTIF 1980), Appendix B. For international air transports, the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention) applies on a subsidiary basis.
4. All consignments involving consignors, recipients or third parties that appear on sanction or boycott lists of the applicable EU anti-terrorism regulations or other sanction lists are to be involved in the contractor's provision of services are subject to a transport exclusion that must be observed as a rule.

II. Contract of carriage, services and prices

1. The contractor's transport services shall include the collection, transport and signature-free delivery of the consignments (cf. Art. III, et seq.). As a rule, the consignment shall be delivered to the recipient by a means of transport appropriate to the type of service ordered. The principal and recipient shall recognise the transport events recorded by the contractor as proof of the service provided.
2. Depending on the type of service, delivery shall, as a rule, be effected within the transit times and subject to the conditions specified in the applicable offers, price lists and tariff lists. In the absence of a customised offer, only the rates in the contractor's official price lists shall apply, which can be viewed at any time on request. The stated transit times are, as a rule, non-binding; this does not imply any obligation to adhere to a specific delivery period. Rather, this shall only be the case if this has been expressly agreed in writing prior to the placement of the order. Deliveries to islands without a land connection, car-free cities, customs exclusion zones, free trade zones, addresses that are not freely accessible and traffic-free zones are, as a rule, excluded from a transit time commitment.
3. In the event of difficult transport conditions, the contractor is entitled to levy freight surcharges that deviate from the standard tariff. The principal shall be liable for the freight.
4. Subject to the provisions in Art. II, Sections 5 to 8, the following consignments are, as a rule, excluded from carriage:
 - a) Consignments that are not labelled in accordance with the contractor's specifications.
 - b) Consignments that are subject to the carriage monopoly of Swiss Post.
 - c) Consignments with a girth size of more than 400 cm and/or a single parcel weight of more than 40 kg and/or a length of more than 130 cm and/or which cannot be loaded into a delivery van (3.5 t payload).
 - d) Consignments containing perishable foodstuffs.
 - e) Consignments containing live animals.
 - f) Consignments that are subject to a special danger and risk assessment, in particular weapons, ammunition, evidence, narcotics, propellants and explosives, living organisms and genetic material, items subject to species protection, articles harmful to minors or similar.
 - g) Consignments requiring special handling in relation to certain external conditions and factors.
 - h) Consignments that require separate licensing or authorisation.
 - i) Non-hazardous or hazardous waste.
 - j) Consignments that are likely to injure persons or cause damage to property, in particular – but not exclusively – live or dead animals, contaminated medical or biological test material, medical waste, human or animal mortal remains, body parts or organs, chemical or pharmaceutical products requiring a prescription or authorisation or similar.
 - k) Any radiation-sensitive goods which are at risk of damage as a result of scanning, in particular by X-rays, during security screening.
 - l) Consignments of special value. A special value shall be assumed in particular - but not exclusively - for consignments with a value of more than CHF 5,000.00, as well as for consignments of other exceptional importance (such as works of art, antiques, precious stones, stamps, unique items, gold, silver or other jewellery, money or negotiable securities [in particular cheques, bills of exchange, savings books, shares, vouchers or other securities and valuables]), even if the value of the consignment does not reach CHF 5,000.
 - m) Consignments that exceed the 1,000-point limit (ADR) and consignments that involve the carriage of dangerous goods subject to the Ordinance on the Carriage of Dangerous Goods by Road (ADR/SDR) and are classified as dangerous with special labelling requirements, as well as consignments that endanger goods, people, animals or means of transport.
 - n) In relation to international consignments, also consignments that are excluded from air transport in accordance with the provisions of the International Air Transport Association (IATA) or the International Civil Aviation Organisation (ICAO) or that are subject to official import and export restrictions, particularly but not exclusively in relation to the protection of cultural goods or animals.

In the event that a consignment contains both goods that are subject to a transport exclusion and goods that are not covered by a transport exclusion, such a parcel is nevertheless subject to the transport exclusion as a whole.

If the principal wishes to transport perishable foodstuffs, a consignment of foodstuffs may be transported on the basis of an individual contractual arrangement if the principal:

- a) is commercially active or organised as an agricultural enterprise;
 - b) declares this in writing and indicates this on the consignment;
 - c) only hands over goods that are in perfect condition in terms of foodstuffs law and have an adequate shelf life, taking into account a transit time of 48 hours, calculated from collection to delivery;
 - d) ensures that the packaging is safe for transport and complies with food law and hygiene requirements;
 - e) guarantees the temperature environment required for the goods to be transported for at least 48 hours from collection to delivery, taking into account an outside temperature range of +40 degrees to -20 degrees;
 - f) hands over the consignment to be transported by 18:00 at the latest on Mondays to Thursdays. Handover of the consignment before statutory public holidays is excluded.
 - g) Reliably ensures that the consignment will be accepted. In particular, but not exclusively, in the case of consignments containing alcohol, tobacco or other products with a minimum age requirement, the principal shall ensure that the consignment is accepted by recipients of legal age.
 - h) Holds all import and export licences for international transport.
5. In the event that the principal desires the transport of goods with a special value, the carriage of such a consignment can take place if the principal orders this separately and in writing, explicitly stating the correct value (applies in particular to the customs value of international consignments) of the goods to be transported, and separate written agreements are concluded for this purpose. In this case, if the consignor does not have suitable insurance of its own, additional goods in transit or valuables insurance must be taken out. The principal is entitled to the insurance benefit from the insurance that is to be taken out. The limitations of liability arising from section IV. remain unaffected.
 6. The transport of dangerous goods mentioned in Art. II, Section 4 requires an additional express prior written agreement with the contractor. In this respect, the principal shall inform the contractor in advance in writing, in good time and in German and English of the exact nature of the goods, the hazards and – where necessary – the precautionary measures to be taken. If the consignment contains dry ice, rechargeable or single-use batteries, liquid nitrogen or other substances which may pose or be assumed to pose a substantial risk, the principal must give written notice of this when arranging the transport. This obligation to disclose information cannot be waived. The principal is responsible and liable to the contractor for ensuring that the legal provisions regarding declaration, packaging, provision of transport documents, written instructions and precautionary measures to be taken, import and export regulations, etc. are complied with when the dangerous goods are handed over to the contractor, even if the obligations in principle apply to the person who actually hands over the goods to be transported. Transports of dangerous goods are exempt from a transit time commitment.
 7. In the event that the principal wishes to transport other goods that are subject to the general transport exclusion under Art. II, Section 4, an express written agreement is required provided that transport is permitted by law.
 8. The respective principal is responsible for packaging the consignment in such a way that it is safe for transport. Damage caused by packaging that is not safe for transport or insufficiently labelled shall be borne in full by the principal. The principal shall select the packaging material and the packaging of the consignment in such a way that no damage can occur to vehicles, other consignments, people or the environment and that the packaged goods are protected against loss and damage in such a way that the contractor does not suffer any damage (cf. also Art. IV. Liability of the Contractor, (A), Section 5 ff.).
 9. The contractor is not obliged to check whether a transport exclusion applies. The principal is obliged to check and notify the contractor before handover as to whether the goods are excluded from carriage. If there is any doubt, the principal must inform the contractor of this and obtain the contractor's decision in writing. If the principal does not inform the contractor of any such exclusion, this shall be deemed to be a declaration that the package does not contain any excluded goods. The acceptance of excluded goods does not constitute a waiver of the transport exclusion. The contractor reserves the right to refuse, detain, cancel, postpone or deposit or return a consignment at any time at the principal's expense if, in the contractor's opinion, such a consignment may cause damage or delay to other consignments, goods or persons or the environment. This shall likewise apply if the carriage of the consignment is prohibited by law or would violate provisions of these terms and conditions or the contractor's written offer. Acceptance of a consignment by the contractor does not imply that the consignment complies with relevant legislation, applicable regulations or these terms and conditions. The contractor also expressly reserves the right to dispose of any consignments subject to the transport exclusion in accordance with the applicable regulations at the expense of the principal.
 10. Before accepting the consignments, the contractor is authorised but not obliged, within the scope of its duty of care, to check, among other things, the contents, number, condition, fitness for transport and correctness of the order data of the consignment goods handed over and to open them in accordance with official directives. If such consignments deviate from the standard or the order data and/or the regulations applicable to the transport and/or if they can be dangerous to other consignments, vehicles and/or people and the environment, we hereinafter refer to them as "non-compliant/dangerous" consignments. Unless the nature of the deviation/danger was known to the contractor at the time of acceptance of the goods or was at least communicated by the principal, the contractor may exclude from the transport process, unload, re-weigh, store, return and/or hand over to a suitable third party for transport goods that were found to be non-compliant/dangerous. This includes, but is not limited to:
 - a) Consignments weighing more than 40 kg
 - b) Consignments with a length of more than 130 cm
 - c) Consignments with a girth size greater than 400 cm
 - d) Consignments known to contain dangerous goods such as rechargeable lithium-ion batteries
 - e) Dangerous goods scoring more than 999 points or conflicting mixed loading instructions

- f) Consignments without clearly identifiable warning labels and labelling for handling (see also Art. IV, Liability of the contractor)
- g) Consignments that could pose a risk to contractors, employees, people and the environment, means of transport or goods.

The principal shall subsequently bear in full all costs of a consignment determined by the contractor to be non-compliant/dangerous.

This includes, but is not limited to:

- h) The flat-rate costs of re-weighing/re-measuring of CHF 25 per consignment plus the corrected weight tariff
- i) The additional costs of suitable third parties commissioned by the contractor to transport excluded consignments, to which the principal expressly consents
- j) The costs of handling and return transport, storage, etc.
- k) Any other costs, fees, taxes and fines arising from incorrect or omitted information of a non-compliant/dangerous consignment, with a minimum of CHF 25.00.

The following also applies in principle: If damage occurs due to a non-compliant/dangerous consignment, the principal shall bear all costs and consequential costs incurred by the contractor and affected third parties in full and shall indemnify the contractor.

- 11. Where necessary, the contractor may also destroy the consignment or render it harmless without incurring any liability to pay compensation to the principal, and demand reimbursement of the necessary expenses from the principal on account of these measures. This also applies to items excluded under these terms and conditions.
- 12. The charge payable for the carriage shall be due and payable without any deductions no later than 10 days after the date of the invoice, unless expressly agreed otherwise in writing at the time of acceptance of the goods for carriage.
If payment is not made on time and/or not in the invoiced amount, default in payment shall occur without further reminder no later than 10 days after receipt of the invoice. In the event of default, the contractor reserves the right to charge at least the costs of CHF 25 per reminder and the statutory default interest of 5% per year in accordance with Art. 104 of the Swiss Code of Obligations. If further debt collection measures are necessary, administration costs of at least CHF 75.00 as well as debt collection and other procedural costs will be added to the reminder costs. This shall not affect the right to claim for higher damages caused by delay. In the event of default, the contractor reserves the right immediately to discontinue deliveries and services.

III. Acceptance and delivery

- 1. Unless otherwise agreed in writing, acceptance of the order shall take place upon its acceptance by the contractor, at the latest by the physical handover (see Section 3 below) of the system-compliant labelled consignment to the contractor and its unconditional acceptance of the consignment. The principal shall recognise the pick-up and delivery events recorded by the contractor (usually status, event and geodata) as proof that the pick-up or delivery has taken place; execution shall take place as soon as the traffic situation and scheduling of the individual vehicles permits. Consignors or recipients other than the principal shall be deemed to be auxiliary persons of the principal. The principal shall always remain authorised and obligated vis-à-vis the contractor.
- 2. All orders and goods shall, as a rule, be transported by delivery vans (up to 3.5 tonnes payload) staffed by only one driver. The contractor is entitled to use other means of transport and to commission third parties to carry out the transport. The individual packages must be labelled with a clearly visible and electronically readable (QR/barcode) label in accordance with the contractor's specifications.
- 3. The first scan, meaning the electronic capture of the QR or barcode on the label using a data capture device (scanner), or the signed and documented transfer of the consignment to the contractor's transport system, shall be deemed to be the physical acceptance of the consignment.
- 4. The contractor shall collect consignments from principals with a regular volume of consignments at agreed times on a daily basis.
- 5. The goods must be handed over to the contractor in a transportable, labelled (see Section 2) and correctly marked condition (handling instructions; warning, signal, goods labels, etc.). It must be of such a nature that it cannot cause any damage to other goods being carried, to the people or vehicles involved or the environment (see Art II, Section 9). The principal is responsible for ensuring that, if necessary and depending on the weight of the goods, suitable infrastructure and personnel are available at the place of dispatch or receipt for loading or unloading (crane, trolley, etc.).
- 6. If transit times have been agreed in writing (see Art. II, Section 2), these shall commence upon physical acceptance or scanning (see Section 3) of the consignment. In the event of non-delivery, the delivery period shall be extended by at least one day.
- 7. Consignments may be placed and/or deposited by the contractor in letter and parcel boxes or at drop-off points, provided this has been agreed in writing with the consignor or recipient. These consignments are deemed to have been delivered when they are placed in the designated container or delivered to the drop-off point. The details for drop-off point deliveries must be entered by the recipient of the consignment on the contractor's IT system (depotplatz.ch). The contractor's liability ends when the consignment is placed in the letter/parcel box or left at the drop-off point specified by the consignor/recipient.
A drop-off point entered on depotplatz.ch should be clearly and understandably defined (text) and documented (photo), accessible without barriers, theft-proof, lockable and weatherproof (hereinafter "criteria"). Any liability on the part of the contractor is excluded if the drop-off point does not meet all of these criteria.
- 8. If a principal commissions a consignment as "Night Express" and/or as a drop-off consignment even though the criteria (see Section 7, paragraph 2) for a drop-off point are not met by the principal/recipient, and liability is therefore excluded, the driver shall unload the consignment at the specified delivery address using their best judgment; liability on the part of the contractor and its vicarious agents is excluded.
- 9. When using the "Night Express" service and when delivering daytime consignments to letter/parcel boxes and drop-off points, the principal cannot demand from the contractor a delivery receipt acknowledged by the recipient. The principal expressly waives the right to a delivery receipt acknowledged by the recipient and shall recognise the collection and delivery events recorded by the contractor as proof of delivery. These shall generally be based on status, event and geodata.

- 10. The contractor does not deliver to post office box addresses.
- 11. For consignments that the recipient refuses to accept or that could not be delivered for other reasons for which the contractor is not responsible and for which no other written agreement exists, further chargeable delivery attempts will be made on two consecutive days using the same type of service originally commissioned by the principal for dispatch. If these delivery attempts are unsuccessful for reasons for which the contractor is not responsible, the consignment shall be returned to the consignor at a charge in accordance with the official tariff list, but at least at the agreed consignment price plus any additional costs, e.g. customs clearance, loading, processing, storage and return costs, etc.
- 12. If the principal has stipulated that proof of identity is required for delivery to the recipient, delivery will only be performed if the recipient provides sufficient proof of identity by presenting a valid official identification document with a photograph (identity card, passport, driving licence). The principal must inform the recipient of this in advance as part of the order. Delivery to the recipient's relatives, spouse or other persons, including those present on the recipient's premises, as well as to residents of the building and neighbours of the recipient, can only be made if the principal informs the recipient of the consignments and of the substitute recipient (name and address of the resident or neighbour) by electronic message (text message, e-mail, etc.) or by notification card placed in the recipient's letterbox (or similar). Delivery to residents of the building and neighbours is only excluded if the principal has issued written instructions to that effect. If a business address is given as the recipient's address, delivery will be made during normal business hours. The principal and recipient shall recognise the delivery events recorded by the contractor as proof of delivery.
- 13. The contractor and its vicarious agents cannot be held liable by the principal for the correctness and/or legibility of the delivery information (delivery receipt) that the recipient enters by hand on the data recording device or the delivery documents.
- 14. If a consignment has been commissioned with the additional service "against signature", all claims against the contractor arising from the contract of carriage shall lapse upon unconditional acceptance of the goods with a signature.
- 15. Dirty consignments, consignments not labelled in accordance with the system, consignments that are not clearly identifiable, improperly and/or incompletely packaged and/or otherwise not compliant with transport regulations, whether as collection or returns, do not have to be accepted and therefore do not have to be loaded. The contractor cannot be held liable for this. The costs for ensuing empty runs shall be charged to the principal in accordance with the tariff.

IV. Liability of the contractor

(A) Domestic carriage of consignments

- 1. The contractor shall be liable for direct damage that is proven to have been caused by the contractor and its auxiliary persons from the time the goods are taken over by the contractor until they are handed over to the recipient. The contractor's liability in the event of loss of or damage to the goods shall be limited per consignment in accordance with the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR). Liability for indirect damages, in particular for loss of profit, business interruptions or other consequential costs, is excluded in full. Liability for slight negligence is also excluded.
- 2. Irrespective of the liability limits specified in paragraph 1 of this section, the contractor's liability in the event of loss of or damage to the goods shall be determined per parcel (package/unit) at 8.33 special drawing rights for each kilogram of gross weight or up to a maximum of CHF 500 per parcel, whichever is higher.
- 3. The following applies in addition to the aforementioned provisions: If the amount of damage per damage event (accumulation) exceeds the sum of CHF 20,000, the damage (including losses) of several parties involved will be compensated on a pro rata basis.
- 4. The contractor shall be released from liability – irrespective of the legal grounds – if and insofar as the cause of the damage is due to circumstances which the contractor could not avoid even when exercising the diligence of a prudent businessperson and the consequences of which the contractor could not avert.
This shall apply in particular if the damage was caused by an instruction, omission and/or action of the principal or its vicarious agent; if damage, missing goods or hidden defects were not apparent due to the packaging or other circumstances; if breakage damage is due to improper, defective, missing, inadequate or incorrectly selected packaging, labelling and marking; if breakage damage to the products is inherent or due to normal and unavoidable shocks during transport.
Furthermore, if the occurrence of damage is due to circumstances that are not attributable to the contractor, such as force majeure (cf. Art. IV (A), Section 5), the nature, condition and/or inadequate packaging/labelling of the consignment, errors or negligence on the part of the consignor, in particular in the event of missing or delayed or incorrect data delivery, the nature of consignments excluded from carriage in accordance with Article II et seq., consignments that are deposited in accordance with the order (III., Section 7), pick-up and return consignments and consignments from repair and service traffic, electrical or magnetic damage to or deletion of electrical or photographic images, data or recordings. Furthermore, damage to the transported goods due to the effects of weather, frost, heat, temperature fluctuations and humidity is also excluded from liability. This also applies to significant damage to the packaging that was identified and documented prior to acceptance (1st scanning) into the contractor's physical transport network by means of a damage reservation by the contractor or its vicarious agents.
Under no circumstances shall the contractor be liable for incorrectly identified or unidentified consignments and incorrectly labelled or unlabelled consignments.
The contractor is authorised to open such consignments in order to determine the consignor/recipient.
If this is impossible, the contractor shall dispose of the consignment by private contract. The contractor cannot be held liable for this.
- 5. The contractor shall not be liable for circumstances beyond the contractor's control. In particular, the contractor cannot be held responsible for non-fulfilment of the transport order due to force majeure. Force majeure shall include all unforeseeable and unavoidable events of any kind for which the contractor is not responsible, including but not limited to natural disasters, storms, fire, riots, strikes, sabotage and official or court orders, industrial disputes, war, acts of terrorism and unrest, pandemics and epidemics, energy shortages, traffic

- disruptions, disruptions and failures of telecommunications networks, vehicle defects, etc., which make it impossible or considerably more difficult to fulfil the order.
6. The internet is a worldwide system of independent, interconnected networks and computers. The contractor can therefore not guarantee an uninterrupted and error-free exchange of data. The same applies to mobile communication systems (GPS, GSM, NFC, RFID, etc.) and provider networks used for mobile data exchange. The contractor cannot assume any liability for ensuring the data exchange functions without interruption or disruption or for protection against unauthorised access or unauthorised interception. The contractor shall likewise not be liable for incorrect displays on screens, display boards and mobile computers such as smartphones and scanners.
In addition, it should be noted that the contractor cannot be held liable for the consequences of such 'technical' defects, such as network availability, incorrect, incomplete or delayed data transmission, missing or incorrect geo-positioning data, hardware failure, failure of interfaces, electronic services, etc.
 7. In no event shall the contractor be liable for loss of profit, indirect and consequential damages of any kind and damages not caused by gross negligence or wilful misconduct.
 8. The following deadlines apply to the filing of complaints, damage and loss reports:
 - a) The principal of overnight shipments must submit a written, substantiated and documented (photo) complaint to the contractor by 12 p.m. on the day of delivery at the latest.
 - b) The principal of daytime consignments must submit a written, substantiated and documented (photo) complaint to the contractor by 12 p.m. of the following day (day B) of delivery at the latest.

If these deadlines are not met, the consignment shall be deemed to have been accepted without reservation and the contractor shall not be liable in any way whatsoever.
If the consignment has been fully documented by the principal and submitted to the contractor's customer service department in good time, the contractor will analyse the situation internally with respect to the case, its legal merits and any liability. The inspection shall not constitute an acknowledgement of fault or part of fault and/or a legal obligation on the part of the contractor and/or a claim for compensation or damages.
 9. For international transport by motor vehicle, the special grounds for exclusion of liability arising from CMR, Chapter IV, Art. 17 shall apply on a subsidiary basis.
 10. Any forfeiture of liability claims and the limitation of actions for damages against the contractor shall be governed by Art. 452. and 454 CO.
 11. A claim for damage in transit based on the destruction or loss of a consignment for which the contractor is demonstrably responsible and which is recognised by the contractor is not a payment for a service relationship, but compensation for damages. The corresponding invoice must therefore always be issued by the principal free of VAT and be labelled 'Claim for damages'.

(B) International carriage of consignments

1. In addition to (A), the provisions of the international agreements (Article I, Section 3) apply to international carriage.

V. Obligations of the consignor

1. The principal is required, taking into account the type, value and nature of the consignment for which they have arranged transport – and also allowing for possible high consequential losses – to choose the service offered by the contractor or its affiliated companies, taking liability risks and insurance cover into account, in such a way that the risks associated with the operation of an express and logistics service system which may cause damage in the event of loss, damage or otherwise improper performance of the service are covered. The principal may also instruct the contractor to take out transport insurance. The corresponding premium shall be borne by the principal. For indirect damages such as loss of profit, etc., the principal must take out special insurance itself.
Written notification of particularly time-critical, important and/or valuable consignments that meet the above criteria must be given within a reasonable period of time in advance so that special security and control measures can be taken, taking into account the risks indicated by the principal (cf. Art. II. Contract of carriage, services and prices , et seq.).

VI. Invoice adjustment and volumetric weight

1. The volumetric weight is calculated per parcel as follows: $\text{Volume} = L \times W \times H$ in cm / 5000. If the volumetric weight exceeds the actual weight, shipping charges will be recalculated based on the volumetric weight and additional charges, e.g. for re-weighing, may apply.
2. The contractor may inspect each consignment (cf. Art. II / Section 10) to verify the actual volumetric weight of a consignment or the number of parcels in a consignment and to confirm the chosen transport service is appropriate. If the details of the selected transport service, the actual or the volumetric weight or the number of parcels as specified in the order data are incorrect, the contractor may unilaterally make the appropriate corrections. Only these corrected data shall subsequently be used for further processing and invoicing.
3. The contractor shall make adjustments and additional cost alterations to the invoice and the invoice amount arising from Sections 1 and 2 of this paragraph (cf. also Art. II, Section 10 et seq.) and charge a special processing fee of at least CHF 25 for necessary corrections and additions on top of the transport costs.

VII. Provisions for customs clearance

1. The principal shall provide all the documents required for customs clearance. Submitting the required documents, the principal confirms that all declarations, export and import information are true and correct.
The principal acknowledges that incorrect declarations, knowingly false declarations and/or declarations made with fraudulent intent may have civil, customs, tax and criminal consequences, including confiscation and sale of the goods.
2. Upon handing over the consignment to the driver, the contractor shall, insofar as this is permissible and provided it has been instructed by the principal, be assigned as customs agent with customs clearance. An instruction for customs clearance shall also be deemed to have been issued even if the principal has recorded and commissioned a cross-border consignment for transport on the contractor's electronic or other systems.
3. Customs clearance shall be subject to the provisions and tariffs and tariff surcharges in accordance with the current price list of the commissioned customs agent or the customs agent subcontracted by the contractor.

4. Customs penalties, storage charges and other costs incurred as a result of actions by the customs authorities or failure on the part of the principal or the recipient to produce the required export documents, licences or permission certificates shall, where applicable, be charged to the recipient, together with any customs duties and taxes levied, if the recipient asserts its right to delivery of the consignment.
5. If the recipient does not fulfil its payment obligation within 10 days, the principal shall be jointly and severally liable for all costs incurred and invoiced plus the costs for, among other things, interim storage, handling and the return shipment. The contractor is free to choose whether to claim these costs from the recipient or directly from the principal.

VIII. Retention right / right of lien

The goods handed over to the contractor or otherwise coming into its possession are pledged to it as security for the respective balance arising from the entire business relationship with the principal. If a payment deadline set by the principal with a threat of realisation expires without being met, the goods in question will be sold by the contractor by private sale at the best possible price without any further formalities. Any proceeds remaining after the contractor's claims have been satisfied shall be reimbursed to the principal.

IX. Data protection

1. All personal data arising in the course of carrying out the order commissioned by the principal shall be processed and used in accordance with the provisions on the protection of personal data applicable in Switzerland, and only for the purpose of performing the contract and safeguarding the contractor's own legitimate business interests with regard to advising and supporting customers. Personal data shall not be passed on, sold or otherwise transferred to third parties unless this is necessary for the purpose of processing the contract or the principal has expressly consented to this. Please also refer to the privacy policy published on our website <https://generalovernight.ch/datenschutz/>, which is valid in its current version.
2. The principal may revoke in writing granted consent to the collection, processing and use of personal data at any time with effect for the future; the data will then no longer be processed and, insofar as legally permissible, will be deleted. Upon request, the contractor shall disclose, in accordance with the applicable law, whether any personal data have been stored and, if so, which data.
3. The principal is liable for personal data obtained from third parties, such as recipient addresses, which the principal has collected and transmitted itself and is also responsible for the consent of the data subjects, the modification, processing and deletion of the above-mentioned third parties.
4. Please refer to the applicable or supplementary information in the data protection notices for our services on the respective applications, websites and/or in the corresponding contracts and General Terms and Conditions (GTC) of the respective products and services.
5. The aforementioned data protection provisions are not exhaustive data protection declarations for services or third-party sites operated by service providers, data processors and other partner companies that are used to provide the requested or executed services.

X. Place of performance, place of jurisdiction and governing law

1. The exclusive place of performance and jurisdiction shall be the contractor's registered office. Currently: In der Euelwies 22, 8408 Winterthur (Switzerland). The contractor shall also be entitled to pursue claims against the principal at its registered office.
2. This agreement shall be governed exclusively by Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. Should questions of interpretation arise between versions of these GTC's in different languages, the German version shall be the definitive version.
4. Any claims for damages asserted by the principal shall not be offset against the contractor's transport remuneration.
5. The current version of the GTC shall apply.

XI. Changes to the General Terms and Conditions

The contractor may amend the General Terms and Conditions at any time. Changes can also be made by publishing them on the company's own website.

The customer will be informed in writing in advance. Unless a written objection is raised within the period of at least 30 days specified in the announcement, the amendments shall be deemed to have been approved. The current version of the General Terms and Conditions can be found on the contractor's website.