

# Freight carrier liability regulations for transport within Switzerland

## 1 Liability

The freight carrier is liable for direct damage demonstrably caused in the period between the transported goods being accepted and their delivery, in accordance with item 1 of the GTC, irrespective of whether this was caused by the freight carrier themselves or an assistant.

## 2 Liability conditions

### a) Obligations of the sender or Client

The Client or sender undertakes to meet the disclosure and packaging requirements given under services, points 2 and 3 of the GTC. In particular, the sender or Client is responsible for ensuring that goods are packaged appropriately, and must clearly provide the freight carrier with the address of the recipient, the delivery location, number of items, packaging, content, weight and dimensions of the packages, delivery time and transportation route.

The sender or Client must declare the value of the goods without being asked, provided the value of the transported goods exceeds CHF 15 per kg effective cargo weight; in particular, goods with a higher value and/or any other goods at risk of theft must be declared. The sender or Client undertakes in particular to make the freight carrier aware of the specific characteristics of the goods, their weight distribution and their susceptibility to damage, and is responsible for ensuring that the packages are appropriately labelled and possibly also numbered. Any disadvantages, damage or losses arising as a result of failure to provide such information or to provide such information accurately are to be borne by the sender. The freight carrier is not obliged to pay compensation in this case.

### b) Reservation of damage

Damaged or missing goods must immediately and in the absence of the driver be indicated on the delivery note or confirmation of receipt with a reservation. For externally unnoticeable damage, a written complaint must be filed within eight days of delivery at the latest, where the delivery day is included in said period.

## 3 Exemption of liability

### a) General

The freight carrier is exempted of liability in cases such as:

- Damage from improper loading onto the truck loading area by the sender's assistants
- Breakages as a result of normal jolts or vibrations
- Breakage of the products within themselves
- Damage or loss of goods that are transported in sealed, externally undamaged boxes, cartons or containers, where it has not been possible to check the condition and quantity of said goods on acceptance
- Damage due to missing or unsuitable packaging
- Damage due to harsh weather conditions
- Damage due to an insufficient space profile or ramp, if the sender or recipient has requested said access route
- Scratch, impact, pressure and wear damage, enamel and colour flaking, cracking of polish and the loosening of glued parts and veneering
- Force majeure
- Vandalism by third parties

### b) Damage when loading or unloading the cargo

The transported cargo is loaded by the sender and unloaded by the recipient. If the sender or recipient, after the driver has reported to them, commissions the driver with unloading the cargo, the driver does so on behalf of the sender or recipient. For damage arising as a result, the freight carrier shall not be liable. The driver shall carry out this activity as an assistant of the sender or recipient. If the transported cargo is loaded or unloaded by the driver, without the driver having reported to the sender or recipient, damages are assessed in accordance with item 4.

### c) Indirect damage

Liability for indirect damage such as loss of profit, business interruption and any other consequential costs is excluded.

## 4 Liability limitations/assessment of damages

### a) Damage or loss of the transported goods

The extent of the obligation to compensate is limited, insofar as is permitted by law, to the value of the goods at the time and place of their acceptance for shipment, capped at CHF 15 per kg of effective cargo weight of goods damaged or lost. The maximum liability per damage/loss event is CHF 40 000, however.

### b) Damages due to delay

Damages due to delayed delivery must be compensated by the freight carrier only if liability for such has been agreed in writing. In this case, the freight carrier is liable for no more than the value of the agreed freight payment.

### c) Damages purely from activities in transshipment

Should the freight carrier, in its role as warehouse keeper, carry out purely transshipment activities, the freight carrier is then only liable for delays, incorrect loading and unloading, dead freight, demurrage of all kinds, loss of a booking, repacking etc., if liability for such has been agreed in writing. If liability for damages arising purely from transshipment activities has been agreed in writing, the freight carrier is liable for no more than the value of the damages, up to a maximum of CHF 2500 per damage/loss event (= if one single cause of damage/loss is found, irrespective of whether such difference resulted from multiple shipments per order). For loss or damage of the transported goods, the obligation to compensate is in accordance with the other provisions of these freight carrier liability regulations.

## 5 Liability when outsourcing

If not expressly otherwise agreed, the freight carrier is entitled to have the freight order carried out, either in whole or in part, by a forwarding agent. The freight carrier in this case assumes the same liability to the Client as if the freight carrier had carried out the order itself. Unless otherwise agreed, the freight carrier may transport the transported goods by rail.

## 6 Liability for transportation overseas

For transportation overseas, the liability regulations of the CMR (Convention on the Contract for the International Carriage of Goods by Road).

## 7 Forfeiture and limitation

The forfeiture of all liability claims and limitation of reimbursement claims are in accordance with Art. 452 and Art. 454 of the Swiss Code of Obligations.

## 8 Transport insurance

The Client may commission the freight carrier with arranging transport insurance for the transported goods. The transport insurance premium is to be borne by the Client. The transport insurance covers damage and loss at the cost price (insured sum) of goods damaged or lost. Risks such as loss of profit, business interruption etc. (indirect damage) are not covered under transport insurance. For these to be covered, the Client must take out their own appropriate insurance.

## 9 Loading equipment

Solely intact, transportable loading aids that permit efficient transport and handling may be used for general freight services. The loading aids must conform to EPAL/UIC guidelines and EPAL/UIC exchange criteria.

If a recipient refuses the loading aids upon delivery of the transported goods and the freight carrier is forced to bring these back to the warehouse, the freight carrier may invoice the storage area used plus any administrative expenses for the entire duration of the loading aids being under its care.

The freight carrier shall not accept any liability for costs incurred by the sender or recipient for any re-palletising of the transported goods. It is the responsibility of the Client to ensure its customers or recipients use only EPAL/UIC-compliant loading aids. A disadvantage of any kind arising as a result is to be borne by the Client or recipient.

The Client shall indemnify the freight carrier against any third-party claims relating to loading aids that are raised against said freight carrier, in particular by the recipient.

It is the responsibility of the Client to make its customers or recipients contractually liable to this effect.

## 10 Exclusion of settlement

Settlement of claims with the freight payment is excluded.

## 11 Place of jurisdiction

The place of jurisdiction for any disputes relating to the liability of the freight carrier is the domicile of the freight carrier. Swiss law applies.