

General Terms and Conditions (GTC) of Annanow AG

Annanow AG (CHE-318.580.745), Bahnhofstrasse 16, 6300 Zug

1. Introduction

(1) These General Terms and Conditions (GTC) govern the use of the Annanow platform, a digital brokerage platform for courier and delivery services. They define the rights and obligations of customers, courier service providers, and other partners who use or offer services through the platform.

2. Scope of Agreement

(1) Annanow operates a digital platform that facilitates the brokerage of courier services between customers and courier service providers. Customers can place transport orders, including the delivery of goods or products to end customers, the collection of shipments (e.g., returns), and the transfer between sales locations, warehouses, or other business units.

(2) Annanow acts solely as an intermediary and does not provide courier services itself. In addition to brokerage, Annanow offers complementary services such as order management, tracking, and payment processing.

3. Contract Conclusion & Cancellation

(1) By booking an order via the Annanow platform or customer service, the customer enters into a binding contract with Annanow. Annanow assigns a courier service provider to execute the service. Billing is handled directly by Annanow. If fulfillment is not possible in certain cases, Annanow will seek an alternative solution in consultation with the customer.

(2) The acceptance of a delivery order by a courier service provider constitutes a binding delivery commitment. If the courier provider is unable to fulfill the service, they must inform Annanow immediately. Annanow may then arrange an alternative solution. Any additional costs incurred for a replacement service will be charged to the originally contracted courier service provider.

(3) A cancellation fee may apply if an order is canceled by the customer or the courier service provider. The applicable fees and conditions are listed on the Annanow platform.

(4) By booking a service via the Annanow platform, the customer agrees to the current version of these General Terms and Conditions (GTC).

4. Scope of Service

(1) The standard delivery fee includes the collection of the shipment from the address specified by the customer or a branch and delivery to the designated recipient address by the courier service provider.

(2) Annanow manages the complete coordination of transport orders, including dispatching, customer service, and invoicing.

(3) All shipments are insured against loss or damage during transport according to the declared value. Insurance coverage ends upon successful handover to the recipient or when the package is placed at the agreed drop-off location as requested by the (end) customer.

(4) The standard service includes:

- A waiting time of up to 5 minutes at pickup and delivery locations.
- Delivery to upper floors at no additional cost.
- A maximum weight of 25 kg per package/unit according to SUVA regulations; heavier shipments require an additional person for transport.

(5) Deviations from these standard conditions may result in additional costs or order cancellations with cost consequences.

(6) If unforeseen storage is required, additional costs may arise.

(7) The following items are excluded from transport via the Annanow platform:

- Goods valued over CHF 100'000 per shipment
- Legally prohibited items
- Items that may cause injury or property damage
- Securities of any kind
- Unprocessed or minted precious metals (at least silver value)
- Non-metal collector's coins
- Art objects and collectibles valued over CHF 100'000
- Cash, banknotes, lottery tickets
- Firearms, ammunition, explosives or military equipment
- Live animals

5. Rights and Obligations of Customers

- (1) The customer must provide complete and accurate information relevant to the delivery, including the delivery address, product size, weight, and other details necessary for smooth processing.
- (2) For temperature-sensitive products, the customer is responsible for appropriate packaging to protect the goods during transport. Annanow does not guarantee compliance with cooling chains or special transport conditions.
- (3) The goods must be ready for pickup within the time frame specified in the order confirmation.
- (4) The customer bears the costs of waiting times caused by unprepared goods. The customer is also liable for incorrect deliveries due to incomplete or incorrect information.
- (5) The use of the Annanow platform is permitted exclusively for the agreed purposes. Any misuse may result in sanctions or account suspension.
- (6) Payment for services used is made via the stored payment method or invoice. Invoices must be settled within 10 days of issuance.

6. Rights and Obligations of Courier Service Providers

- (1) Courier service providers must execute accepted orders in full according to the details provided on the Annanow platform, including adherence to delivery times, locations, and other specific requirements.
- (2) The availability of courier service providers must match the times indicated on the platform. Failure to meet availability requirements may lead to restrictions on further use of the platform.
- (3) The courier service provider is responsible for ensuring that drivers comply with contractual delivery conditions and applicable legal regulations.
- (4) In cases of faulty or failed deliveries, penalties may be imposed. Repeated or serious violations may result in exclusion from the platform.
- (5) Deliveries must be made to the recipient's doorstep or a location specified by the customer in the order.
- (6) If a delivery cannot be completed (e.g., recipient unavailable), the shipment will be returned to the original pickup location at the customer's expense.

(7) The Annanow platform may only be used for its intended purposes. Misuse can lead to sanctions or exclusion.

7. Pricing, Compensation and Billing

(1) All prices are in Swiss Francs (CHF) and exclude VAT unless otherwise stated.

(2) The prices displayed at the time of booking are binding. A contract is concluded upon booking by the customer or acceptance by the courier service provider.

(3) Prices are calculated individually per order based on factors such as distance, vehicle type, delivery time, and other relevant parameters.

(4) Prices may be adjusted post-order due to incorrect size/weight information, unexpected waiting times, or inability to reach the recipient.

(5) Annanow's brokerage fee is included in the transport costs and is not displayed separately.

(6) Invoices must be paid within 10 days without deduction.

(7) Courier service providers receive their compensation monthly via the platform to their registered Swiss bank account.

(8) In case of payment default, Annanow may impose late fees and restrict service access.

8. Liability and Warranty

(1) Annanow is not liable for the fulfillment of delivery orders as they are executed by independent courier service providers.

(2) Delivery punctuality is subject to external factors such as traffic conditions and cannot be guaranteed.

(3) Customers must declare the correct value of transported goods. Liability for damage or loss is limited to the declared value.

(4) Liability for consequential damages, lost profits, or indirect damages is excluded.

(5) Courier service providers are liable for damages caused by gross negligence or intent.

(6) Neither Annanow nor the courier service providers are liable for force majeure events such as natural disasters, strikes, official orders, wars, pandemics, or other unforeseeable and unavoidable events beyond their control.

9. Non-Competition Clause

- (1) Customers and courier service providers commit to refraining from entering into direct business relationships that bypass the Annanow platform and, in particular, the services offered by Annanow during their use of the platform and for a period of 12 months after their last use.
- (2) It is prohibited to arrange, facilitate, or process delivery orders directly if these transactions occur without using the Annanow platform, thereby circumventing the mediation fee.
- (3) If a customer or courier service provider violates this provision, Annanow reserves the right to impose a contractual penalty on each party in the amount of the lost revenue and to exclude the respective user from the platform.
- (4) Annanow is entitled to investigate suspicious activities and, if necessary, take measures to ensure compliance with this non-compete clause.

10. Data Protection and Confidentiality

- (1) All parties commit to complying with applicable data protection regulations and to handling personal data confidentially.
- (2) Customers are responsible for the data security of their end customers and must ensure that personal data is processed in accordance with legal requirements.
- (3) The processing of personal data by Annanow is carried out in accordance with Annanow's privacy policy, which is available on the platform.

11. Contract Duration and Termination

- (1) The cooperation may be terminated by either party with 30 days' written notice.
- (2) After the termination of the contractual relationship, outstanding claims remain in effect and must be settled in a timely manner.

12. Final Provisions

- (1) Should any clause of these terms and conditions be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

(2) The competent court for any disputes arising from or in connection with these terms and conditions shall be the location of Annanow AG in Switzerland.

13. Contact

If you have any questions or concerns, you can reach us at the following contact details:

Annanow AG

Bahnhofstrasse 16

6300 Zug

Schweiz

E-Mail: info@annanow.com

Phone: +41 44 500 41 41

These terms and conditions are valid from 1 April 2025 and are subject to Swiss law.