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About us - Terms & Conditions

1. About us

The www.shipper.ch site is operated by **BlueBird Experience Ltd**, whose head office is Route du Signal 5, 1080 Les Cullayes, Suisse, registered with the RCS of Lausanne under number CHE-259.373.290.
shipper.ch aims to assist the **users** in the selection of the **carriers** and the **delivery services** offered on shipper.ch. It enables them to make orders with the name and for the account **users** and to carry out these orders by the **carriers** according to their instructions. The website is only intended for the companies with a number of TVA and that are recorded with a trade register

2. Definitions

In these Terms and Conditions where the following terms are used, they shall have the following meanings:

a) "**Website**", indicates www.shipper.ch.

b) "**Carriers"**, indicates all carriers affiliated with the site www.shipper.ch whose offers "are available via the interface of this one.

c) **"User",** designates any customer or entity using the **delivery services** "offered by the **Carriers** on shipper.ch in order to compare, to reserve, to order and/or buy or making order and/or buy any **service delivery** "offered by the **Carriers.**

d) "**Sender**", indicates any legal person designated as being the person registered as making the order on shipper.ch. This person can be different from **the User** "whom has placed the **"order**.

e) "**Services**", means in a general way all the services provided on shipper.ch.

f) "**Delivery services**", indicates delivery and transport services offered by the **Carriers** via the 'interface of shipper.ch

g) **"Liaison Services**", means the services offered by **BlueBird Experience Ltd** through shipper.ch. These include the posting of Delivery Services offers at preferential rates by the **carriers.** They also include the term subscription to these **delivery services** sent to the **BlueBird Experience** on behalf of **users**.

h) "**Terms & Conditions**", refers to the present terms & conditions of Sale and Use.

i) "**Terms & Conditions of the carriers**", indicates the terms specific to each of the **transporters** and linked to the performance of their **services**.

j) These definitions also apply to our Charter of policy of private life, which forms integral part of the agreement between **BlueBird Experience Ltd** and the **users.**

k) These definitions do not apply to the **Terms & Conditions of the carriers**, and "do not have any "value in their interpretation.

3. Scope and change of terms & conditions

3.1 Terms & Conditions of BlueBird Experience Ltd

a) These **Terms and Conditions** govern the relation between the **users** and **BlueBird Experience Ltd**. They apply to the whole **services** offered on shipper.ch. Your access and your use of shipper.ch are conditioned to your acceptance and respect of these **Terms.**

b) The present **Terms & conditions** can be modified at any time without any notice. The latest version of **Terms & conditions** being always available in our site www.shipper.ch . For any individual order, the authentic version of the **Terms** is in force at the time of the order placed by the **user** is received by the **website**. The written version in French of the **Terms & conditions** shall prevail over versions translated into German, Italian and English.

3.2 Terms & Conditions of Carriers

Any subscription to the **Liaison Service** proposed by the **website** implies automatically and imperatively the acceptance of the **Terms & conditions of carriers** relative to each **delivery service** provided by the **carrier**. In particular, the **user** agrees to:

1. Respect the rules concerning the consignment.
2. Pay any amount due.
3. Read limits of the liability provided by these **Terms and conditions**.

The **conditions of the Carriers** are available to the **user** at the time of the order. This provision is done “in the state”, **Bluebird Experience Ltd** cannot be held responsible for the topicality of the **Terms & Conditions** communicated by the **carriers**, nor for any other aspect of its content.

4. Capacity to contract

a) To use the **website** and subscribe to the **services** offered by **BlueBird Experience Ltd**, any **user** must meet the following conditions:

1. For individuals, be at least 18 years and have the capacity to validly contract with **BlueBird Experience Ltd** under Swiss law.
2. For legal entities, to be, within the meaning of the Swiss law, duly represented by the individuals using the interface of the **website**

b) All **services** offered by **BlueBird Experience Ltd** are reserved for individuals and companies acting in the course of their professional activity, **BlueBird Experience Ltd** will not accept under any circumstances to provide **services** to a consumer acting in the course of his personal activity.

c) All **services** offered by **BlueBird Experience Ltd** are reserved for individuals and companies established in Switzerland.

d) **Bluebird Experience Ltd** reserves the right to treat as invalid any order made in violation of the **Terms** above. It also reserves the right to refuse without any prior notice, access to **services** any user violating these conditions. **Bluebird Experience Ltd** will no longer be liable for any damage resulting from the fraudulent use of shipper.ch. To this effect, any **user** engages his responsibility regarding the **Terms & conditions**.

5. Rights and obligations of the user

5.1 Extent of the mandate

a) By submitting an order with **BlueBird Experience ltd**. including the acceptance of these **Terms & conditions** as well as those of the **carriers**, the **user** (principal) mandates **Bluebird Experience Ltd (mandatary**) for the conclusion of a specific transport contract on his behalf, which **Terms** have been agreed at the time of the order. In return, the **user a**grees to pay the fees.
b) To allow **Bluebird Experience Ltd** to carry out this operation, the **user**, by that act, gives to **Bluebird Experience Ltd,** a right of representation limited to the conclusion in his name and on behalf of this specific transport contract.
c) The brokerage qualification is excluded.

5.2 Accuracy of Information

a) To benefit from the **services** available on shipper.ch, **the user** is required to provide all information necessary for identification, as well as the use and billing **services.** It is also required to check the accuracy and update these data. These information being transferred to the **carriers** during the ordering process, the **user** being the only responsible for their accuracy.
b) The **user** is also required to provide accurate information on third party whatsoever in connection with his use of the **services** provided by shipper.ch.

5.3 Use of the site

a) The **Bluebird Experience Ltd** grants the **user** a worldwide free license, personal and non-exclusive allowing him to use the Internet platform as well as the mobile software made available by **Bluebird Experience Ltd** as part of the **services**. This license is intended only to enable him to use and benefit from the **services** provided by **Bluebird Experience Ltd** in accordance with the present **Terms & conditions**.
b) Any **user** present on the site agree to :

1. Respect the privacy of others;
2. Respect the intellectual property rights of third parties;
3. Refrain from posting illicit messages, information or data;
4. Not usurp the **users** identity of this **website** by using their password or by any other mean;
5. Not interfere with or disrupt the operation of the **website** in any way and do not undermine its integrity;
6. Not collect data concerning the other **users** of the **website**, or harass these **users** (especially not sending unwanted emails);
7. Not access to non-public areas of the **services** or computer systems services owned by **BlueBird Experience Ltd** or technical systems of furniture from **BlueBird Experience Ltd** providers, nor use them or alter them;

8. Not probe, scan or test the vulnerability of any system or network or breach or circumvent the safety measures of authentication;

9. Not falsify any TCP / IP packet header or any part of the information in the header of an e-mail or post, or use in any manner any **services** to send corrupted, misleading information or whose source is falsely identified;

10. Not disturb or interrupt (or attempt to) the access to any **user**, host or network, including without limitation, the sending of a virus, operations of overloading, flooding, spamming, mail-bombing against the **services**, or by scripting the creation of the data so as to interfere with or create an undue burden.

c) The list contained in paragraph b) is not exhaustive.

5.4 Placing an order

a) When ordering a **delivery service** via the **liaison service** provided by **BlueBird Experience Ltd** through shipper.ch, u**sers** are required to ensure in particular that:

1. Their capacity to contract according to the meaning of Article 4 of these **Terms and Conditions**;
2. The accuracy of the information supplied through the **website** within the meaning of Article 5.2 of these **Terms & conditions**;
3. When the order involves a third person, such as a **sender** or recipient, the accuracy of the information concerning the third person, as well as the consent of this person about the order;

b) **Users** are aware that the final validation of a **service** order on shipper.ch, including the acceptance of the present **Terms and conditions** as well as **Terms and Conditions of carriers** leads to the creation of the mandate agreement with **BlueBird Experience Ltd**. All amounts stated in the order are due and can be paid online on the conditions and means provided in these **Terms and Conditions**.

c) Once the acceptance of the order by the **user** has occured, he will receive by e-mail, as soon as possible, (subject to the proper functioning of his internet) an order confirmation with instructions, accompanied by a packing slip as a pdf file. This packing list is to stick to the package.

5.5 The right to change or cancel

a) Any cancellation or change order must be notify by written demand and will be subject to the approval of the company **BlueBird Experience Ltd**. The cancellation of any order by the **user** will be accepted only if it is asked at least 2 days (working days) prior to the scheduled collection date provided on the packing list.

1. If the order was paid on shipper.ch via credit card or bank transfer and canceled more than 2 days (working days) before scheduled collection date, the order will be refunded completely. If cancellation occurs within 2 days (working days) before the scheduled collection date, the order will not be refunded, Moreover, the fees charged by **carrier** selected in accordance with the **Terms Carriers** may eventually be charged
2. Cancellation for all orders whose loading is already running will not be accepted.

b) Any modification of any part of the order is possible, subject to the agreement of the **carrier**. In the event that the change would require the cancellation of the order, the cancellation will result in cancellation fees described above.

c) If the order was paid partially or totally with the prepay system, refund of the amount will be (according to the initial refund period described above) credited on your client account and under no circumstances by transfer or credit card.

d) The cancellation fees are established at **CHF 15 HT**.

5.6 During the ordering process

a) The packing slip certifies that all charges applicable in respect of the **service(s**) provided by us has been paid.
b) The **user** has to respect the following four rules described below and ensure that:

1. Measure and weigh of your consignment are accurate when getting a quote. If the package is bigger or heavier than stated, you may have to pay a surcharge (based on **carrier** documents) or the **carrier** may refuse to collect it in its sole discretion. Consignment can also be locked in the warehouse or the agency of the **carrier** and recovery will be at the **user'**s expense. An error resulting in an overestimation of weight and / or size of the package will remain on the other hand to **BlueBird Experience Ltd**. We shall (without limiting our other rights or remedies) have the right, without any notice, to suspend performance of the **service(s)** to a **user** for repeated false statements about the dimensions and weight of the shipment.
2. The contents of the shipment is authorized and packaging secures content. The packaging must ensure that on the one hand the goods themselves are protected against loss and damage and that on the other hand persons carrying out the transportation and other parcels transported are not endangered. The words " Up / Down " or " Fragile" on the packaging are not taken into account by the **carriers**. If the **user** does not comply with these rules for packaging, his consignment could be blocked in the warehouse or agency of the **carrier** and recovery will be at the **user's** expense. The **carrier** may also refuse to collect the consignment, at his sole discretion. support a shipment by the **carrier** does not constitute acceptance if the packaging is not compliant to the packaging standards required for transport.
3. The contents of the shipment should not be prohibited. The **user i**s fully and solely responsible for the nature of substances / objects transported (prohibition of explosive, flammable , toxic, etc ...) and any harmful consequences to property and people they might cause. He is therefore responsible for ensuring the legality and non dangerousness of the substances / objects entrusted to the **carrier,** under penalty of destruction by the **carrier** without notice, in his sole and absolute discretion
4. That collection and deliveries addresses are accurate and true. If the **carrier** cannot access to the addresses indicated due to a lack of information, the **carrier** may consider that **services** has been completed

c) The **user's** address must always respond to the following two conditions:

1. Availability requirement: at least one person must necessarily be present at the usual office hours, either at the desk or immediately available to consign or receive a shipment.
2. Condition of accessibility: access must be easily identifiable (presence of a plate, a logo or a professional signage), so that there is absolutely no doubt on the address of collection or delivery. The buildings hosting in majority individuals, are considered as residential addresses.

d) If the **user** doesn't comply with these rules, the **user** is exposed to the risk of lack in loading or unloading and / or will be charged for additional costs and / or will remove the consignment at his own expense without any refund of **services** already paid.

5.7 Right to claim

Any claim for **shipping services** provided must be notified as soon as possible and no later than 7 (seven) days of delivery of the consignment by the selected **carrier**, by registered letter with acknowledgment of receipt or by email at mandated **carrier** for this transport, with supporting documents. The company **BlueBird Experience Ltd** will not pay any outstanding charges incumbent on the **carrier** solely responsible. Otherwise, each delivery accepted without reservation by the **user**, will prevent any subsequent claim**.**

5.8 User's liability

a) **User** is fully responsible for any damage caused by unauthorized use, contrary to these **Terms,** or contrary to Swiss law or applicable about his order. In particular, he is responsible for the proper execution of the payment due to **the BlueBird Experience Ltd**.

b) In case the **user** fail to any of his obligations, **Bluebird Experience Ltd** reserves the right to remove his ability to place orders with us and bring any civil action and/or criminal.
c) The **user** with an account on shipper.ch is responsible for protecting his password used to access it. **Bluebird Experience Ltd** cannot be liable for any damage resulting from a failure of vigilance on the above.

6. Rights and obligations of BlueBird Experience Ltd

6.1 Carriers Offer

BlueBird Experience Ltd cannot guarantee the accuracy or availability of any **service** displayed on shipper.ch. These offers are communicated to **BlueBird Experience Ltd** under the only liability of the **carriers** excluding **Bluebird Experience Ltd** responsibility. In particular, guarantees and assurances provided by the **carriers**, as part of their offers displayed on shipper.ch, do not concern **Bluebird Experience Ltd** and do not commit his responsibility in any way. Therefore his responsibility is also excluded.

6.2 Price and Billing

a) All prices to be paid for the **service** and any additional charges to be applied in connection with the **service** shall be inclusive of VAT.The costs and fees of **service** correspond to the costs related to the **Services** ordered by the **user**, borne by the **carriers** and particularly the indirect taxes (VAT and other similar taxes) and other charges required at the time of placing the order.
b) The fees and taxes relating to customs clearance procedures are not included in the price of **services** offered on **website**, nor any fees charged by the stakeholders in charge of customs clearance. It is under **user's** liability that the addressee shall perform the duties on arrival, otherwise delay in the delivery or return of the item at its expense.
c) The price of **services** offered by the **carriers** and displayed on shipper.ch may be changed at any time without notice. These changes will be applied immediately, but will not affect any **services** already paid.
d) The payment methods available are listed on shipper.ch.
e) **BlueBird Experience Ltd** considers the settlement of amounts real, at their effective cashing.

6.3 Managing user accounts

BlueBird Experience Ltd have the right to suspend or terminate **user** accounts or suspend performance of the **services** at any time, for any reason, including if we believe that (1) a **user** do not resect these **Terms and conditions** or the rules and policy of **BlueBird Experience Ltd**, (2) a **user** creates a legal risk against, or (3) the provision of **services** is no longer economically viable.

6.4 Changing Services

Services provided by **BlueBird Experience Ltd** are in constant evolution. The form and nature of the **services** provided by **BlueBird Experience Ltd** may change at any time without notice. In addition, **BlueBird Experience Ltd** may stop (permanently or temporarily) providing the **services** (or any features included in the **services**) to users, without any notice.

6.5 Liability

This section is intended to limit **Bluebird Experience Ltd** and its affiliates, officers, employees, agents, partners and contractors's liability. Each of the above sub-sections applies in the most extent limit allowed by the law or others jurisdictions.

a) We cannot guarantee the continuity of the **service** offered through shipper.ch or that it will be permanently available and are not liable for that. We will do our best to ensure the reliability and confidentiality of data on the **website** but cannot be held responsible either criminally or civilly for any breach of this confidentiality or otherwise, regardless of the reasons (technical difficulty, attack of a "hacker", human error, etc.).

b) We do not warrant that the **website** is free of anomalies, errors or bugs, or that these will be corrected, or that the **website** will operate without interruption or failure, nor that it will be compatible with hardware or a particular configuration.

c) We reserve the right to correct any errors contained on the **website**, once noticed and, more generally, to amend, without limitation by adding or deleting **services** or amending compensation levels at any time and without notice, all or part of the **website** and its contents without our liability being incurred thereby.

d) We are in no way responsible for failures due to third-party software, either incorporated or not into the **website** or provided with it.

e) We cannot be liable for any direct damage and/or indirect damage or for foreseeable or unforeseeable damage resulting from the use of the **website** or the total or partial impossibility to access the **website**.

f) Although the greatest care is taken in the compilation and provision of data and offers provided by the referenced **carriers**, such information are given as indicative only.

g) Generally, we only offer the shipping **services** provided by and under the only liability of **carriers** referenced on shipper.ch. The offers sent to you are not exhaustive of all the **services** available from **carriers**. Offers are taken from the data provided and transmitted to **Bluebird Experience Ltd** by **carriers** referenced.

h) The **carriers** offers appear on the **website** under their sole responsibility that guarantees us against any claim and action of any natural or legal person who considers himself aggrieved by the publication and / or content of the offers, and / or their execution.

i) In any case, our liability shall be incurred in respect of the **services** offered on shipper.ch, only that the **carrier** may be sought.

j) Our responsibility cannot be committed under the execution of the **services** offered on the **website**, only the **carrier's liability** can be sought. **Bluebird Experience Ltd** will not be responsible or liable for the delayed collection or delivery date (Which may be different from the date of loading or unloading provided). These elements remain under the sole liability of the **carrier**. If the **service** you selected has a guaranteed time, this period begin to run only from the date of the effective collection. If a delay is observed in relation to the scheduled collection date, the provision for refund belongs to the **carrier. BlueBird Experience Ltd** liability cannot be engaged.

k) In case you ordered a "delivery against refunds" **service**" offered on shipper.ch by a **carrier**, the impossibility for the beneficiary of the regulation to get his cash cannot engage the responsibility of **Bluebird Experience Ltd**, whatever raison. In particular, **BlueBird Experience Ltd** cannot be liable for a default or fraudulent payment from the consignee of the shipment.

l) Except malfunctioning of shipper.ch that is attributable to us, we will not be liable for any defects that may occur during control, processing or printing packing list, due to your fault or to the unpredictable and insurmountable of a third party unconnected with the **service**, or an event beyond our reasonable control (force majeure event).

m) WITHIN THE LIMIT AUTHORIZED BY THE APPLICABLE LAW **BLUEBIRD EXPERIENCE LTD** WILL NOT BE LIABLE FOR ALL DAMAGES DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIEL OR PUNITIVE DAMAGES, WHETHER SUFFERED DIRECTLY OR INDIRECTLY, AS WELL AS FOR ANY LOSS OF DATA, USE, REPUTATION OR DEVIATION OF ACQUISITION, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (1) THE ACCESS TO **SERVICES** OR THEIR USE, OR INABILITY TO ACCESS THE **SERVICES** OR OF THE USE, (2) TO ANY BEHAVIOR OR CONTENT FROM THIRD PARTIES ON THE **SERVICES**, INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER **USERS** OR THIRD PARTIES, (3) CONTENT OBTAINED THROUGH THE **SERVICES**, OR (4) ANY ACCESS, USE, ALTERATION OF TRANSMISSIONS OR CONTENT. THE LIMITS STIPULATED IN THIS SECTION SHALL APPLY REGARDLESS OF THE LEGAL BASIS ON WHICH THE LIABILITY IS.INCLUDING CONTRACT, TORTIOUS (INCLUDING NEGLIGENCE) OR OTHERWISE, **BLUEBIRD EXPERIENCE LTD** BEING WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. User Account

Any **user** can create a **user** account on shipper.ch according to the **Terms and Conditions**.

8. Sponsorship

a) Sponsorship implemented on shipper.ch enables any customer who created an user account to earn credits. The CHF are credits used exclusively on shipper.ch, for the purchase of transport **services** only. Credits are awarded by **BlueBird Experience Ltd** according to the rules described on shipper.ch. The validity of the credits is one year from date of obtaining. The validity of the credits is automatically extended for one year when the **BlueBird Experience Ltd** account holder places an order on shipper.ch, using the available credits. **BlueBird Experience Ltd** reserves the right to change the term of credits unilaterally, in its sole discretion.

b) If **BlueBird Experience Ltd** would suspect fraudulent use of sponsorship device, or if **BlueBird Experience Ltd** would block the use of an **user'**s account, **BlueBird Experience Ltd** reserves the right to put the balance of credits zero, in its sole discretion, without obligation of prior notice to the **user** account holder.

c) In the context of sponsorship, the sponsor is a **user** that has spent at least one order on shipper.ch. The sponsor may invite his contacts to become his downline. But any person being already customer on shipper.ch may in no case be sponsored: downline must always be new customers.

9. End of the contract

a) The contractual relationship developed between the **Bluebird Experience Ltd** and the **user** shall end by the execution of the contract.

b) **Bluebird Experience Ltd** also reserves the right to terminate the contract at any time.

10. Intellectual property

a) The site www.shipper.ch is a work protected by intellectual property rights. We concede the authorization to view its contents for personal and private use. The private printing is only allowed for the exclusive use of the copier to the exclusion of any other use, dissemination or communication
b) It is the same with the structure, data and content on shipper.ch, including trademarks, logos, graphics, photographs and texts of any kind.
c) shipper.ch and the information contained therein are intended for your personal use only and may not be reproduced, disclosed to third parties, used in whole or in part, for commercial purposes or not, or used to carry out derivatives actions.
d) Thus, any reproduction, publication, transmission or, more generally, any unauthorized use of, all or part of the **website** and the information disclosed, is committing your responsibility and may result in prosecution, both civil and criminal, against you, including counterfeiting.

11. Data Protection

a) We will not collect or process personal data revealing directly or not, your racial or ethnic origin, political opinions, religious or philosophical, your union membership, or relating to your health or sex life.
b) In the context of using shipper.ch, you may be asked to communicate personal data via the order forms provided on shipper.ch. We are dealing with this type of data fairly and lawfully with respect of your rights. The controller of these personal data is the **Bluebird Experience Ltd.**
c) We inform you that you have in respect of all such personal data collected or generated, previously, during or following this treatment, the right to oppose, access, correction and deletion.
d) We collect information you provide us on shipper.ch to transmit them to the **carriers** in order to process and execute orders placed on shipper.ch.
e) We collect and treat these personal data to know you better and allow you to access the **website** and its **services**.
We do not collect any personal data about you without your knowledge or agreement. Only the personal information voluntarily provided are collected.
f) We commit ourselves to keep the personal data you have provided in the optimal safety conditions. The retention time of these data is proportional to the purposes for which you communicated them.
g) You can be informed of our offers by mail. If you do not want to, you must click on the link "unsubscribe" linked at the bottom of each of our communications. The unsubscribing will then be automatically. You can also contact us (giving us your family name, first name, address and/or login client) through the Contact form on the **website** www.shipper.ch or by post to **Bluebird Experience Ltd**, Route du Signal 5, 1080 Les Cullayes, Suisse.

12. Final Provisions

12.1 Renunciation and divisibility

The fact that **BlueBird Experience Ltd** does not seek to enforce any right or provision of these **Terms** should not be regarded as a renunciation of such right or provision. If a provision of these **Terms** would be considered as invalid or inapplicable, this provision will be limited or removed in the strict necessary measure, and the remaining provisions of these **Terms** will remain fully.

12.2 Governing law and jurisdiction

a) This **website** was created in Switzerland. Its use is subject to Swiss law. The official **website** language is French and the French version prevails over any foreign release. The

interpretation and enforcement of these **Terms a**s well as all acts that would be the prior, result, or consequence will be subject to the substantive law in Switzerland.

b) Any litigation arising as a result of the interpretation, implementation and use of this **website** shall be subject to the exclusive jurisdiction of the Commercial Court in Lausanne, even in cases of appeal or multiple defendants or incidental application.The effects of trade or acceptance of regulations does not operate novation, or derogation to the provisions of this clause.