BlueBird Experience Sàrl
Route du Signal 5, 1080 Les Cullayes, Suisse
Commercial register CH-550.1.158.514-3
UID / VAT CHE-259.373.290
www.shipper.ch

General Terms and Conditions of Sale and Use

BlueBird Experience Sàrl, www.shipper.ch

> Version 2.1, in force from 1 November 2026. Replaces version 1.2. The French version prevails.

1. Our company

The website www.shipper.ch is operated by BlueBird Experience Sàrl, whose registered office is at Route du Signal 5, 1080 Les Cullayes, Vaud, Switzerland, registered in the commercial register under number CH-550.1.158.514-3 (UID/VAT: CHE-259.373.290).

Shipper.ch aims to assist Users in selecting the Carriers and the Delivery Service offers proposed on Shipper.ch. It enables Users to order those Delivery Services, which BlueBird Experience Sàrl causes to be performed by the Carriers on behalf of the Users and in accordance with their instructions. Shipper.ch is intended exclusively for companies and self-employed persons acting in the course of their professional activity.

2. Definitions

For the purposes of this document, the following definitions apply:

a) “Site” means this website, namely www.shipper.ch.

b) “Carriers” means all carriers affiliated with the website www.shipper.ch whose offers are proposed via its interface.

c) “User” means any natural person or legal entity using the Delivery Services offered by the Carriers on the Site for the purpose of comparing, booking, ordering and/or purchasing, or causing to be ordered and/or purchased, any Delivery Service proposed by the Carriers.

d) “Sender” means any natural person or legal entity designated as the person recorded as such in an order for a Delivery Service placed on the Site www.shipper.ch. This person may be different from the User who placed the order.

e) “Services” means, in general terms, all the services provided on Shipper.ch.

f) “Delivery Services” means the delivery and transport services offered by the Carriers and proposed via the Shipper.ch interface.

g) “Liaison Services” means the services offered by BlueBird Experience Sàrl through Shipper.ch. These include in particular the display of offers of Delivery Services, proposed by the Carriers, at preferential rates. They also include the mandate given to BlueBird Experience Sàrl to subscribe to those Delivery Services on behalf of the Users.

h) “General Terms and Conditions” means these General Terms and Conditions of Sale and Use.

i) “Carrier Terms” means the general terms and conditions specific to each of the Carriers and relating to the performance of their Services.

j) These definitions do not apply to the Carrier Terms and carry no weight in their interpretation.

3. Scope and amendment of the General Terms and Conditions

3.1 General Terms and Conditions of BlueBird Experience Sàrl

a) These General Terms and Conditions govern the relationship between the Users and BlueBird Experience Sàrl. They apply to all Services proposed on Shipper.ch. Access to and use of Shipper.ch are conditional upon acceptance of and compliance with these General Terms and Conditions.

b) These General Terms and Conditions may be amended at any time and without notice; the most recent version of the General Terms and Conditions is always available at www.shipper.ch. For each individual order of a Service, the authoritative version of the General Terms and Conditions shall be the version in force at the time Shipper.ch receives the order placed by the User. The French-language version of the General Terms and Conditions prevails over the versions translated into German, Italian and English.

3.2 Carrier Terms

a) Any subscription to a Liaison Service proposed by Shipper.ch automatically and mandatorily entails acceptance of the Carrier Terms specific to each Delivery Service provided by the Carrier. In particular, the User undertakes to:

1. comply with the rules concerning the shipment;
2. pay any amount due;
3. take note of the limitations of liability provided for in those terms.

The Carrier Terms are made available to the User at the time of the order. They are made available “as is”, and under no circumstances may BlueBird Experience Sàrl be held liable for whether the Carrier Terms so communicated are up to date, or for any other aspect of their content.

4. Capacity to contract

a) In order to use the Site and subscribe to the Services proposed by BlueBird Experience Sàrl, every User must, without exception, meet the following conditions:

1. For natural persons, be at least 18 years of age and have the capacity to validly enter into a contract with BlueBird Experience Sàrl under Swiss law.
2. For legal entities, be validly represented, under Swiss law, by the natural person or persons using the Shipper.ch interface.

3. Act in the course of a professional activity. BlueBird Experience Sàrl may at any time request proof of this status, for example the Business Identification Number (UID), an extract from the commercial register or a certificate of OASI (AHV/AVS) affiliation as a self-employed person.

b) All Services proposed by BlueBird Experience Sàrl are reserved for companies and self-employed persons acting in the course of their professional activity. In particular, BlueBird Experience Sàrl will under no circumstances agree to provide Services to a consumer acting for personal purposes.

c) All Services proposed by BlueBird Experience Sàrl are reserved for companies and self-employed persons established in Switzerland.

d) BlueBird Experience Sàrl reserves the right to treat as null and void any order placed in breach of the conditions set out above. It also reserves the right to refuse, without any notice whatsoever, access to the Services to any user who breaches these conditions. Furthermore, it may not be held liable for any damage resulting from the fraudulent use of Shipper.ch; to that end, every User is liable for its own compliance with the conditions of use.

5. Rights and obligations of the User

5.1 Scope of the mandate

a) By submitting an order to BlueBird Experience Sàrl, including acceptance of these General Terms and Conditions and of the Carrier Terms, the User (principal) mandates BlueBird Experience Sàrl (agent) to conclude, with the chosen Carrier, a specific contract of carriage, the terms of which are agreed at the time of the order. In return, the User undertakes to pay the price due.

b) BlueBird Experience Sàrl concludes this contract of carriage in its own name, as holder of the account opened with the Carrier, but on behalf of the User. The shipment data (Sender, recipient, payer, goods, declared value) are those provided by the User, under its sole responsibility (Art. 5.2), and appear as such on the transport documents.

c) Classification as brokerage is excluded.

5.2 Accuracy of information

a) In order to benefit from the Services available on Shipper.ch, the User is required to provide all information necessary for its identification and for the use and invoicing of the Services. It is also required to verify that its data are accurate and up to date. As this information is transferred to the Carriers when a Service is performed, the User acknowledges that it is solely responsible for its accuracy.

b) The User is also required to provide accurate information on any third parties whatsoever in connection with its use of the Services provided by Shipper.ch.

5.3 Use of the site

a) BlueBird Experience Sàrl grants the User a personal, free-of-charge, non-exclusive worldwide licence to use the Internet platform and, where applicable, the application programming interface (API) made available to it by BlueBird Experience Sàrl in connection with the Services. The sole purpose of this licence is to enable the User to use and benefit from the Services provided by BlueBird Experience Sàrl in accordance with these General Terms and Conditions.

b) Every User present on the Site undertakes to:

1. respect the privacy of others;
2. respect the intellectual property rights of third parties;
3. refrain from posting unlawful messages, information or data;
4. not impersonate users of this site by using their password or by any other means;
5. not hinder or disrupt the operation of the site in any way whatsoever and not compromise its integrity;
6. not collect data concerning other users of the site or harass its users (in particular by sending unsolicited e-mails);
7. not access non-public areas of the Services, computer systems belonging to BlueBird Experience Sàrl or the technical delivery systems of BlueBird Experience Sàrl's providers, nor use or alter them;
8. not probe, scan or test the vulnerability of any system or network, or breach or circumvent any security or authentication measures;
9. not forge any TCP/IP packet header or any part of the header information in any e-mail or post, or use the Services in any way to send information that is altered or misleading or whose source is falsely identified;
10. not disrupt or interrupt (or attempt to do so) the access of any user, host or network, including in particular by sending a virus, by overloading, flooding, spamming or mail-bombing operations directed against the Services, or by scripting the creation of data so as to interfere with or create an undue burden on them.

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

5.4 When placing an order

a) When ordering a Delivery Service via the Liaison Service provided by BlueBird Experience Sàrl, Users are required to satisfy themselves, in particular, as to:

1. Their capacity to contract within the meaning of Art. 4 of these General Terms and Conditions;
2. The accuracy of the information provided on the site within the meaning of Art. 5.2 of these General Terms and Conditions;

3. Where the order involves a third party, for example as Sender or Recipient, the accuracy of the information concerning that third party, as well as the latter's informed consent to the order.

b) Users are aware that the final validation of an order for a Service on Shipper.ch, including acceptance of these General Terms and Conditions and of the Carrier Terms, results in the formation of the mandate contract with BlueBird Experience Sàrl. The final price indicated at the time of the order is then due and may be paid online using the means of payment proposed on Shipper.ch.

c) Once the User has validated the order, the User receives by e-mail, as soon as possible and subject to the proper functioning of its Internet connection, a confirmation of its order together with instructions, accompanied by a shipping label in pdf format. This shipping label must be affixed to the parcel.

5.5 Right of modification or cancellation

a) Any request to cancel or modify an order must be made in writing, by a ticket opened from the customer area of Shipper.ch, and is subject to the agreement of BlueBird Experience Sàrl.

b) BlueBird Experience Sàrl accepts cancellations within reason, that is to say for as long as the order can still be cancelled with the Carrier and the taking over of the shipment has not begun. A request made late, in particular where the Carrier has already scheduled or initiated the collection, may be refused or accepted only after deduction of the costs referred to in let. d).

c) An accepted cancellation gives rise to a refund of the price paid, in the form of Shipper credits credited to the User's account (Art. 8). On request, the credits may be refunded by bank transfer in accordance with the terms of Art. 8.

d) BlueBird Experience Sàrl does not charge any cancellation fee of its own. However, the costs charged to BlueBird Experience Sàrl by the Carrier as a result of the cancellation or modification (in particular a journey made in vain by the driver, or a label already used) are re-invoiced to the User and deducted from the refund.

e) Any modification of an element of the order is possible subject to the Carrier's agreement. Where the modification requires the cancellation of the order and the creation of a new order, the above rules apply.

f) No cancellation is accepted for an order whose taking over is already under way or whose shipment has already been collected.

5.6 During performance of the order

a) The shipping label certifies that the User has paid for the delivery service.

b) The User is required to comply with the following four rules by ensuring that:

1. The dimensions and weight of the shipment are accurate and true. Otherwise, the Carrier may refuse to collect the shipment, at its sole discretion. The shipment may also be held at the Carrier's warehouse or depot and its recovery shall be at the User's expense. Any error in the weight and/or dimensions of the parcel constituting an underestimate of the actual weight and/or dimensions will subsequently be re-invoiced to the User on the basis of the Carrier's documents. An error resulting in an overestimate of the weight and/or dimensions of the parcel shall, on the other hand, be retained by BlueBird Experience Sàrl. The latter also reserves the right to refuse a User access to Shipper.ch in the event of repeated incorrect declarations of the dimensions and weight of shipments, without notice.
2. The contents of the shipment are indeed permitted and the packaging secures the contents. The shipment must be properly packed so as to ensure handling and movement without risk to its integrity, as well as to the safety of transport staff. The words “This way up” or “Fragile” on the packaging are not taken into account by the Carriers. If the User does not comply with these packaging rules, its shipment may be held at the Carrier's warehouse or depot and its recovery shall be at the User's expense. The Carrier may also refuse to collect the shipment, at its sole discretion; the taking over of a shipment by the Carrier does not constitute acceptance that the packaging complies with the packaging standards required for transport.
3. The contents of the shipment must not be prohibited. The User is fully and solely responsible for the nature of the substances/objects transported (prohibition of explosive, flammable, toxic substances, etc.) and for any harmful consequences to property and persons that they may cause. The User is therefore required to ensure the lawfulness and non-dangerous nature of the said substances/objects entrusted to the Carrier, failing which they may be destroyed without notice by the Carrier, at its sole and absolute discretion.
4. The shipping and destination addresses are precise and true. If the Carrier cannot access the addresses indicated owing to a lack of information, the Carrier may consider that the journey has been made.

c) The collection and delivery addresses must, without exception, satisfy the following two conditions:

1. Availability condition: at least one person must be present at all times during usual office hours, either at reception or immediately available to hand over or receive a shipment.
2. Accessibility condition: the access must be easily identifiable (presence of a nameplate, a logo or professional signage), so that there is absolutely no ambiguity as to the place of collection or delivery. Buildings predominantly housing private individuals are considered to be residential addresses.

d) In the event of non-compliance with these rules, the User runs the risk of a failed collection or delivery and/or of having to pay an additional charge and/or of having to collect the shipment at its own expense without any refund of the service initially paid for.

5.7 Right to make a claim

a) Any claim concerning a Delivery Service (loss, damage, delay, non-conforming delivery) must be addressed to BlueBird Experience Sàrl as soon as possible and at the latest 7 (seven) days after the date of delivery by the Carrier, by a ticket opened from the customer area, accompanied by supporting documents (photos, shipping label, proof of value, reservations made on delivery). The shorter time limits and formal requirements provided for in the Carrier Terms (in particular the reservations to be made at the time of delivery) remain applicable.

b) BlueBird Experience Sàrl, as holder of the account with the Carrier, files the claim with the Carrier and forwards its response to the User. It acts as an intermediary: the decision on compensation and its amount are a matter for the Carrier alone, in accordance with its Terms, and BlueBird Experience Sàrl does not assume any compensation owed by the Carrier, which alone is responsible for the performance of the carriage. Amounts paid by the Carrier are passed on to the User.

c) In the absence of a claim or reservation by the User within these time limits, each delivery made is deemed to have been accepted and any subsequent claim is excluded.

d) Where the shipment is covered by the optional transport insurance referred to in Art. 6.6, the insurance claim is notified within the time limits and in accordance with the procedures laid down in the AXA insurance conditions provided at the time of the order; the User informs BlueBird Experience Sàrl thereof by a ticket opened from its customer area.

5.8 Liability of the User

a) The User is fully liable for any damage caused by any use that is fraudulent, contrary to these General Terms and Conditions, or contrary to Swiss law or to any other law that may be applicable to its order. In particular, the User is responsible for the proper execution of the payment due to BlueBird Experience Sàrl.

b) In the event of a breach by the User of any of its obligations, BlueBird Experience Sàrl reserves the right to bar the User from accessing the site and to bring civil and/or criminal proceedings.

c) A User holding an account on Shipper.ch is responsible for protecting the password used to access it. BlueBird Experience Sàrl cannot be held liable for any damage resulting from a lack of vigilance on the User's part in this respect.

5.9 Duties, taxes and customs charges: re-invoicing by the Carriers and reimbursement obligation

This clause specifies the User's obligations where duties, taxes or charges relating to transport or customs clearance are re-invoiced to BlueBird Experience Sàrl by a Carrier.

a) Customs duties, import VAT, customs clearance charges, disbursements, surcharges and administrative charges invoiced by the Carriers are not included in the price of the Services. The User acknowledges and accepts that:

1. the billing instruction chosen (billing to the recipient, to the consignor or to a third party), as well as the agreed Incoterm (in particular DAP or DDP), govern only the relationship between the User and its own contracting parties (recipient, buyer or third party) and cannot be relied upon as against either BlueBird Experience Sàrl or the Carriers;
2. the consignor within the meaning of the Carrier Terms, namely BlueBird Experience Sàrl as holder of the account with the Carriers, remains ultimately liable for the payment of those duties, taxes and charges where the recipient or the designated third party fails to pay them;
3. consequently, the User irrevocably undertakes to reimburse BlueBird Experience Sàrl for any amount that the Carriers re-invoice to the latter in respect of the shipments it has ordered, regardless of the Incoterm or payment instruction initially chosen, and to assume sole responsibility for recovering those amounts from its recipient or its customer.

b) Where a Carrier re-invoices to BlueBird Experience Sàrl duties, taxes, charges or any other amount relating to a shipment ordered by the User (in particular owing to non-payment, late payment or refusal of payment by the recipient or by a third party, including upon expiry of the internal time limits applied by the Carrier), BlueBird Experience Sàrl is entitled to re-invoice the full amount thereof to the User.

c) The amounts so re-invoiced are payable within seven (7) days from the date of the re-invoice issued by BlueBird Experience Sàrl, upon presentation of the Carrier's supporting documents, in accordance with the payment terms of Art. 6.2.

d) In the absence of payment within this period, the consequences provided for in Art. 6.2 let. g) apply (default by operation of law, default interest, recovery costs).

e) In accordance with Art. 6.3, BlueBird Experience Sàrl reserves the right to suspend access to the User's account and to refuse any new order for as long as the re-invoiced amounts remain unpaid.

f) This reimbursement obligation survives the performance and the end of the contract within the meaning of Art. 9.

6. Rights and obligations of BlueBird Experience Sàrl

6.1 Carrier offers

a) BlueBird Experience Sàrl cannot guarantee the existence, accuracy or availability of any delivery offer appearing on Shipper.ch. These offers are communicated to BlueBird Experience Sàrl under the sole responsibility of the Carriers. The liability of BlueBird Experience Sàrl is therefore excluded.

b) In particular, the guarantees and insurance provided by the Carriers as part of their offer displayed on Shipper.ch do not concern BlueBird Experience Sàrl and do not bind it in any way. Its liability is therefore also excluded.

6.2 Prices and Invoicing

a) The description of the Services proposed by the Carriers on Shipper.ch specifies, for each Service, the services included in the price. Prices for services indicated as incl. VAT are understood to be inclusive of all taxes, fees and service costs. The costs and service fees correspond to the costs relating to the Services ordered by the User and borne by the Carriers, in particular indirect taxes (VAT and other similar taxes) and the other costs necessary for processing Users' orders.

b) Duties, taxes and charges relating to customs clearance (customs duties, import VAT, customs clearance charges, disbursements, surcharges and the Carriers' administrative charges) are not included in the price of the Services. Their re-invoicing to the User is governed by Art. 5.9.

c) The prices of the Services proposed by the Carriers and shown on Shipper.ch may, at the request of the Carriers, be changed at any time without notice. Such changes, which apply immediately, shall not affect services already paid for.

d) The available means of payment are indicated on Shipper.ch.

e) BlueBird Experience Sàrl considers payment of the amounts due to it to have been made only upon actual receipt of the said amounts.

f) Orders are paid for at the time of their validation, using the means of payment proposed on Shipper.ch. Unless otherwise stated on the invoice, invoices issued subsequently by BlueBird Experience Sàrl (re-invoicing of additional costs identified by the Carrier, for example a correction of weight or dimensions) are payable within fourteen (14) days; those relating to customs duties, taxes and charges (Art. 5.9) are payable within seven (7) days. An administrative fee of CHF 5.– excl. VAT is charged for each invoice issued subsequently.

g) In the event of late payment, the User is in default by operation of law as from the due date, without any reminder being necessary. Default interest at 5 % per annum (Art. 104 CO) accrues from the due date. BlueBird Experience Sàrl does not charge reminder fees; in the event of recovery proceedings, the actual recovery costs shall be borne by the User.

6.3 Management of user accounts

BlueBird Experience Sàrl reserves the right to suspend or terminate User accounts or to cease providing its Services at any time, for any reason whatsoever, in particular if we have grounds to believe that: (1) a User is in breach of these terms or of the rules and policy of BlueBird Experience Sàrl, (2) a User creates a legal risk for it, or (3) the provision of the Services is no longer economically viable.

6.4 Modification of the services

The Services provided by BlueBird Experience Sàrl are constantly evolving. The form and nature of the Services provided by BlueBird Experience Sàrl may change at any time without notice. Furthermore, BlueBird Experience Sàrl may cease (temporarily or permanently) to provide the Services (or any feature included in the Services) to Users in general, without BlueBird Experience Sàrl being required to give the Users prior notice thereof.

6.5 Liability

The purpose of this section is to limit the liability of BlueBird Experience Sàrl and of its affiliated companies, officers, employees, agents, partners and licensors. Each of the subsections below applies to the fullest extent permitted by the applicable legal provisions.

a) We cannot guarantee the continuity of the service offered by Shipper.ch or that it will be permanently accessible, and we disclaim all liability in this respect. We use all means at our disposal to ensure the reliability and confidentiality of the data present on Shipper.ch, but cannot be held liable under civil law for any breach of such confidentiality or otherwise, whatever the origin of such breach (technical difficulty, attack by a “hacker”, human error, etc.).

b) We do not guarantee that Shipper.ch will be free of anomalies, errors or bugs, that these can be corrected, that Shipper.ch will operate without interruption or failure, or that it will be compatible with any particular hardware or configuration.

c) We reserve the right to correct any errors present on Shipper.ch as soon as they are brought to our attention and, more generally, to modify, at any time and without notice, all or part of Shipper.ch and its content, without incurring any liability as a result.

d) We are in no way liable for malfunctions attributable to third-party software, whether or not such software is incorporated into or supplied with Shipper.ch.

e) Under no circumstances may we be held liable for direct and/or indirect damage, or for foreseeable or unforeseeable damage, resulting from the use of Shipper.ch or from the total or partial impossibility of accessing Shipper.ch.

f) Even though the greatest care is taken in compiling and making available the data and offers provided by the listed Carriers, this information is given to you for guidance only.

g) In general, we merely propose the various delivery offers provided by and under the sole responsibility of the Carriers listed on Shipper.ch. The offers transmitted to you are not exhaustive of all the offers available from the Carriers and are derived from the data provided and transmitted to BlueBird Experience Sàrl by the listed Carriers.

h) The Carriers' offers proposed on the Site appear under the sole responsibility of the Carriers, who indemnify us against any claim and any action by any natural person or legal entity who considers itself to have been harmed by the publication and/or content of the offers and/or their performance.

i) Under no circumstances may our liability be incurred in respect of the performance of the Services proposed on Shipper.ch; only the Carrier's liability may be sought.

j) BlueBird Experience Sàrl may under no circumstances be held liable for the actual collection date (which may differ from the scheduled collection date), nor for the actual delivery date and any resulting delay. These matters remain under the sole and entire responsibility of the Carrier. If the service chosen includes a guaranteed delivery time, that time runs only from the actual collection date. If a delay is noted in relation to the scheduled collection date, the decision to refund the service lies with the Carrier, and only with the Carrier. The liability of BlueBird Experience Sàrl may under no circumstances be incurred.

k) Should a Carrier propose on Shipper.ch a cash on delivery service for a shipment and should you have made use of it, the inability of the payee to collect the payment shall not render BlueBird Experience Sàrl liable, whatever the cause. In particular, BlueBird Experience Sàrl may not be held liable for a payment default or a fraudulent payment by the recipient of the shipment.

l) Save for a malfunction of Shipper.ch attributable to us, we may not be held liable for anomalies that may occur during the ordering process or during the processing or printing of the shipping label, where they are attributable either to your own act, to the unforeseeable and insurmountable act of a third party unconnected with the service, or to a case of force majeure.

m) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BLUEBIRD EXPERIENCE SÀRL EXCLUDES ALL LIABILITY FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER SUFFERED DIRECTLY OR INDIRECTLY, AS WELL AS FOR ANY LOSS OF DATA, USE, REPUTATION OR GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (1) ACCESS TO OR USE OF THE SERVICES, OR THE INABILITY TO ACCESS OR USE THE SERVICES, (2) ANY CONDUCT OR CONTENT OF THIRD PARTIES ON THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES, (3) ANY CONTENT OBTAINED THROUGH THE SERVICES, OR (4) ANY ACCESS TO, USE OF OR ALTERATION OF TRANSMISSIONS OR CONTENT. THE LIMITATIONS SET OUT IN THIS SECTION APPLY REGARDLESS OF THE LEGAL BASIS ON WHICH LIABILITY IS SOUGHT, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT BLUEBIRD EXPERIENCE SÀRL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.6 Optional transport insurance

a) At the time of the order, optional transport insurance, taken out with AXA, may be offered to the User for the declared value of the shipment, in return for a premium indicated before validation of the order.

b) This insurance is governed exclusively by AXA's general insurance conditions and by the policy summary made available to the User at the time of the order. The scope of cover, the exclusions, the deductibles and the claims notification procedure are those set out therein.

c) BlueBird Experience Sàrl is not an insurer. It guarantees neither the acceptance of a claim nor the amount of any indemnity, which are matters for AXA's sole decision.

7. User Account

a) Any User may create a user account on Shipper.ch in accordance with the General Terms and Conditions.

8. Shipper credits

a) The User may top up its account with Shipper credits, denominated in Swiss francs (CHF), by bank card or by bank transfer, for a minimum amount of CHF 200.– per payment. Credits are also credited to the account in the event of a refund of an order (Art. 5.5) or where BlueBird Experience Sàrl grants them as part of a promotional campaign.

b) The credits may be used exclusively on Shipper.ch, for payment of the Services. They do not bear interest and may not be assigned to a third party.

c) The User may at any time request, from its customer area, a refund by bank transfer of all or part of its available credits, for a minimum amount of CHF 10.–. The refund is made to a bank account in the User's name, after confirmation of the request by e-mail. Credits granted by BlueBird Experience Sàrl as part of a promotional campaign are not refundable.

d) In the event of fraudulent use of Shipper.ch or of the blocking of a User's account in accordance with Art. 6.3, BlueBird Experience Sàrl reserves the right, at its sole discretion and without prior notice, to cancel credits granted free of charge, to suspend the use and refund of the other credits until the situation has been clarified, and to set off those credits against any sum owed to it by the User.

e) Where a referral programme or other promotional campaign is offered on Shipper.ch, its rules are published on the Site and supplement these General Terms and Conditions.

9. End of the Contract

a) The contractual relationship established between BlueBird Experience Sàrl and the User ends upon performance of the contract.

b) BlueBird Experience Sàrl also reserves the right to terminate the contract at any time.

10. Intellectual Property

a) The website www.shipper.ch constitutes a work protected by intellectual property rights. We grant you only an authorisation to view its content on a personal and private basis. Private printing is authorised only for the exclusive use of the person making the copy, to the exclusion of any other use, dissemination or communication.

b) The same applies to its structure and to the data and content appearing on the site, in particular the trademarks, logos, graphics, photographs and texts of any kind whatsoever.

c) Shipper.ch and the information contained therein are intended for your strictly personal use and may not be reproduced, communicated to third parties, used in whole or in part, for commercial purposes or otherwise, or used to create derivative works.

d) Accordingly, any reproduction, performance, publication, transmission or, more generally, any unauthorised exploitation of all or part of Shipper.ch and of the information disclosed renders you liable and may give rise to legal proceedings against you, both criminal and civil, in particular for infringement of intellectual property rights.

11. Data Protection

a) Under no circumstances do we collect or process personal data revealing, directly or indirectly, your racial or ethnic origin, your political, philosophical or religious opinions, your trade union membership, or data relating to your health or sex life.

b) When using Shipper.ch, you may be required to provide us with personal data via the order forms on the Site. We process these data in accordance with the Federal Act on Data Protection (FADP). The controller of these personal data is BlueBird Experience Sàrl.

c) We inform you that, with regard to all such personal data collected or generated before, during or after this processing, you have the rights of access, rectification, erasure and objection provided for by the FADP.

d) We collect the information you provide to us on Shipper.ch in order to transmit it to the Carriers so that the orders placed on Shipper.ch can be processed and performed, including, where applicable, abroad where the shipment or the Carrier so requires. We collect and process these personal data in order to know you better and to enable you to access Shipper.ch and its services.

e) Only the data you provide to us and those necessary for the operation and security of the Site are processed. Any audience measurement tools used and their settings are described on the “Data protection” page of the Site.

f) We undertake to store the personal data you have provided to us under optimal security conditions. The retention period of these data is proportionate to the purposes for which you provide them to us.

g) You may be informed of our offers by e-mail or by post. If you do not wish to receive them, you must click on the “Unsubscribe” link at the bottom of each of our communications; unsubscription is then automatic. For any question relating to your personal data, you may also contact us, stating your surname, first name, address and/or customer ID, by a ticket opened from your customer area, by e-mail at support@shipper.ch or by post to BlueBird Experience Sàrl, Route du Signal 5, 1080 Les Cullayes, Switzerland.

12. Final provisions

12.1 Waiver and severability

The fact that BlueBird Experience Sàrl does not seek to enforce a right or provision of these terms shall not be regarded as a waiver of that right or provision. Should a provision of these terms be held invalid or unenforceable, that provision shall be limited or removed to the strict extent necessary, and the remaining provisions of these terms shall remain in full force and effect.

12.2 Place of jurisdiction and choice of law

a) This Site was created in Switzerland and its use is subject to Swiss law. Only the French version of these General Terms and Conditions is authoritative; the German, Italian and English versions are translations provided for information purposes. The interpretation and performance of these General Terms and Conditions, as well as any acts that may be a prerequisite to, a continuation of or a consequence thereof, are subject to Swiss substantive law.

b) Any dispute relating to the interpretation, performance or use of this Site and of these General Terms and Conditions is subject to the exclusive jurisdiction of the ordinary courts at the registered office of BlueBird Experience Sàrl, Canton of Vaud, Switzerland, subject to any mandatory place of jurisdiction provided for by law.

c) Payment by any means of payment whatsoever, or the acceptance of a payment, shall entail neither novation of nor derogation from this clause.