

Application for Swiss Post fuel card for private or business customers



All references to persons apply to individuals of all gender identities and to more than one person. By signing, you confirm that you have read and understood the GTC for the use of the Swiss Post fuel card and the Swiss Post Fuelling App and that all details are truthful. The fields marked with an * must be completed.



Private customer

Business customer

1. Applicant

First name, last name / company name* _____

Street, no.* _____

Postcode, location / registered office* _____

P.O. Box _____

Authorized signatory in accordance with commercial register* _____

Contact person* _____

Tel.* _____

E-mail* _____

Website _____

Details of the bank branch and BIC.* _____ BIC: _____

IBAN* _____

VAT number* CHE- _____ MWST _____

2. Volume of fuel (annually) with Swiss Post fuel card

Expected annual volume in litres _____

3. Card details

Number of cards _____ units.

PIN code: Fleet PIN (from 10 cards) Four-digit request PIN code _____
Random PIN code

Card embossing:	Card 1	Card 2
1st (embossed) line: total of 21 characters	_____	_____
2nd (embossed) line: total of 21 characters	_____	_____
3rd (embossed) line: total of 10 characters	_____	_____
Embossed cards:	Card 3	Card 4
1st (embossed) line: total of 21 characters	_____	_____
2nd (embossed) line: total of 21 characters	_____	_____
3rd (embossed) line: total of 10 characters	_____	_____
Delivery address:	_____	_____
	_____	_____
	_____	_____

4. Supplementary documents (must be submitted)

Current extract from the debt collection register (for business customers, also an extract from the commercial register)

5. Applicant signature*

Place and date: _____
Legally valid signature: _____

6. Application returned

By post to: Post Company Cars Ltd
Fuel Management
Stöckackerstrasse 50
3030 Bern

By e-mail to: treibstoff.companycars@swisspost.ch

Application decision to be completed by Post Company Cars Ltd

Request approved Request rejected Rejected

Decision-maker (date/signature) _____

Reason for approval / rejection _____

General Terms and Conditions for Use of the Post Company Cars Ltd Fuel Card and Swiss Post Fuelling App

1. Scope

These General Terms and Conditions (hereinafter: GTC) govern the business relationships between the customer (hereinafter: CUSTOMER) and Post Company Cars Ltd (hereinafter: Post Company Cars) in connection with the use of the fuel card and/or the Swiss Post Fuelling App. The GTC are accepted the first time the fuel card or the Swiss Post Fuelling App is used, unless this has already been done by signing an order form.

References to persons apply to individuals of all gender identities and to more than one person.

2. Scope of services

The fuel card and the Swiss Post Fuelling App can be purchased either including fleet management by Post Company Cars or as a standalone service. The fuel card and the Swiss Post Fuelling App are used to purchase fuel at all Swiss Post petrol stations in accordance with the "Directory of petrol stations in Switzerland", which can be found in the Swiss Post Fuelling App. The number of petrol stations available may change. Post Company Cars provides no guarantee that the petrol stations will be operational at all times.

3. Authorization

The CUSTOMER is authorized to purchase fuel at the Swiss Post petrol stations listed in the Swiss Post Fuelling App. Fuel can be purchased either with the fuel card or using the Swiss Post Fuelling App.

The fuel card and the Swiss Post Fuelling App remain the property of Post Company Cars, which holds the intellectual property rights to the Swiss Post Fuelling App. The CUSTOMER shall receive a right of use for the Swiss Post Fuelling App during the contractual relationship. The petrol station operator is entitled to check the CUSTOMER's credentials.

The accuracy of the transaction is recognized through the use of the fuel card or the Swiss Post Fuelling App.

4. Preconditions for using the fuel card and the Swiss Post Fuelling App

The CUSTOMER shall notify Post Company Cars of its requirements for fuel cards by completing and submitting the application form and shall provide the requested user information. Post Company Cars shall create a separate account for each user for the Swiss Post Fuelling App and shall send the login data (username + initial password), brief instructions on the app and fuel card to the CUSTOMER by post. Post Company Cars reserves the right to carry out creditworthiness checks or to have these checks carried out by a third-party company, and reserves the right to refuse to conclude a contract with a CUSTOMER without giving a reason.

The Swiss Post Fuelling App can be downloaded from the iOS App Store or Google Play Store. The app itself is free of charge, although internet connection charges may apply.

The CUSTOMER acknowledges that payment processing is carried out by third parties and that their General Terms and Conditions remain reserved.

5. Card and PIN / app password and login

The CUSTOMER of the fuel card and Swiss Post Fuelling App is responsible for securely storing and keeping confidential the login data for the Swiss Post Fuelling App (username, password). The password can be changed by the CUSTOMER in the app at any time. The CUSTOMER is also responsible for ensuring that the card and PIN are always stored separately from each other. The CUSTOMER is personally responsible for keeping the card code confidential. The CUSTOMER shall be liable in the event of misuse of the Swiss Post fuel card or Swiss Post Fuelling App. We reserve the right to prosecute.

For security reasons, Post Company Cars does not recommend using a fleet PIN code.

6. Validity of the fuel card and the Swiss Post Fuelling App

The fuel card is valid as per its embossing. A new fuel card will be sent automatically before the validity expires. Expired fuel cards must be destroyed. Access to the Swiss Post Fuelling App is valid for the same period of time as the fuel card and is renewed on the issuance of the new fuel card.

7. Loss of fuel card / unauthorized access to Swiss Post Fuelling App

The CUSTOMER is considered the rightful owner of the fuel card. In the event of theft, other loss or misuse of the fuel card or misuse of the Swiss Post Fuelling App, Post Company Cars must be contacted immediately by email to treibstoff.companycars@swisspost.ch to request that the card be blocked. The CUSTOMER shall be liable for any misuse of the fuel card and Swiss Post Fuelling App.

8. Blocking the fuel card and access to the Swiss Post Fuelling App

In the event that the CUSTOMER fails to comply with the contractual provisions, Post Company Cars Ltd is entitled to block the fuel card and access to the Swiss Post Fuelling App at any time.

9. Change of name and address

Notification of amendments to names and addresses, and all other messages to

Swiss Post, should be made directly to the following address:

Post Company Cars Ltd
Fuel Management
Stöckackerstrasse 50
3030 Bern

by e-mail treibstoff.companycars@swisspost.ch or by phone: +41 58 338 34 42



10. Returning the fuel card

Upon termination of the contract for the use of the fuel card and the Swiss Post Fuelling App, the CUSTOMER's access to the Swiss Post Fuelling App will be blocked by Post Company Cars. The fuel card must be returned by the CUSTOMER within 10 working days to:

Post Company Cars
Ltd
Fuel Management
Stöckackerstrasse 50
3030 Bern

11. Pricing and payment methods

Post Company Cars shall issue the CUSTOMER with a monthly invoice for the fuel purchased with the Swiss Post fuel card or the Swiss Post Fuelling App. The invoice must be settled within 30 days of the invoice date.

For all activity connected with a possible reminder, Post Company Cars will charge CHF 20.00 per reminder. The default interest rate stands at five percent per month. Post Company Cars charges CHF 25.00 to issue a replacement fuel card before the expiry date of the fuel card.

Post Company Cars reserves the right to discontinue services and/or terminate the contract without notice in the event of default in payment by the CUSTOMER. Post Company Cars reserves the right to assign unpaid invoice amounts to a debt collection company in the event that the reminder is not acted upon. The CUSTOMER is not permitted to charge any receivables to Post Company Cars.

12. Liability

Within the scope permitted by law, Post Company Cars does not accept any liability for damage or loss as the result of incidental or ordinary negligence.

In particular, Post Company Cars does not accept liability for collateral or indirect damage and consequential damage, such as loss of profit, loss of data, transmission errors, technical faults, damage as a result of downloading the Swiss Post Fuelling App, disruptions or interruptions in the operation of the fuel card and Swiss Post Fuelling App, reputational damage, damage as a result of force majeure (epidemics, pandemics, natural disasters, blackouts of which it is not the cause, government-mandated limits or blockades on energy use, etc.) or their effects.

Post Company Cars shall also not be liable for the network provider.

Post Company Cars does not accept any liability for damage or loss caused by auxiliary staff and third parties it engages (e.g. subcontractors, suppliers, etc.) which result from any cause whatsoever.

Post Company Cars accepts no liability for the effects that may result from decisions made by the operators of the Apple Store and Google Play Store. If one or both of these operators decide to ban the Swiss Post Fuelling App and remove it from one or both stores, this may reduce the scope of the Swiss Post Fuelling App's functions to the point that the app stops working entirely.

Personal injury claims remain reserved.

13. Data protection

13.1 General

When collecting and processing personal data, Post Company Cars complies with the current legislation, especially data protection law and the Postal Services Act. It safeguards customer data with suitable technical and organizational measures to prevent unauthorized processing, unintentional deletion, loss, destruction, modification or damage, and treats it confidentially. The privacy policies available at <https://postcompanycars.post.ch/en/help-and-support/dokumente/documents> provide information on data processing at Post Company Cars.

In principle, Post Company Cars is an independent controller within the meaning of the Swiss Federal Act on Data Protection (FADP). In this context, it is not subject to any directives in respect of the contractual processing of personal data by customers.

Post Company Cars processes data relating to the use of the fuel card and the Swiss Post Fuelling App in order to be able to fulfil its contractual and official obligations and services. Post Company Cars processes personal data in this context only to the extent necessary to provide its services, to ensure the security of operations and infrastructure, for invoicing and for fraud prevention.

Post Company Cars is entitled to process data for the purpose of proper execution, to maintain a business-relevant customer relationship and to ensure high service quality. Post Company Cars is also entitled to process data in order to maintain, analyse and further develop its product portfolio and services.

Post Company Cars is entitled to anonymize personal data that it processes and to process it in anonymous form for other purposes. In the course of this processing, neither Post Company Cars nor any other parties that process the data will be able to draw any conclusions about the data subjects.

Post Company Cars is entitled to outsource data processing to third parties for the purpose of service provision. It is committed to selecting, instructing and monitoring such third parties in a prudent manner. Furthermore, Post Company Cars is entitled to disclose data to courts, authorities, payment collection service providers, credit agencies or other third parties if this is necessary in order to provide a service, give advice or safeguard its legally protected interests – specifically, for the purpose of taking legal action or prosecution.

Any regulations to the contrary agreed between the parties under data protection law shall prevail.

13.2 Involvement of third parties (processors)

Post Company Cars may involve third parties to render services and make the necessary data accessible to the third parties involved. The data processor is subject to the same obligations as regards guaranteeing data protection as Post Company Cars itself and may – subject to differing legal regulations – not process the data for its own purposes and only on behalf and on the instructions of Post Company Cars. Post Company Cars undertakes to select, instruct and monitor such service providers in a prudent manner.

The processors may also be domiciled abroad. Post Company Cars guarantees that the processors will apply appropriate data protection in the destination country. Specifically, your data will be shared with processors headquartered in Austria and Germany.

14. Amendments to the GTC

Post Company Cars Ltd may amend the GTC at any time and change or discontinue the scope of services without the CUSTOMER being entitled to compensation or reimbursement. Except in the case of urgency, the amendments shall be announced in a suitable manner beforehand. In the absence of written objection within one month of notification, the amendments shall be deemed to have been approved. In the case of objection, the CUSTOMER shall be free to terminate the business relationship with immediate effect.

15. Term and notice

This agreement is concluded for an indefinite period. It can be duly cancelled in writing (e-mail is sufficient) with a notice period of 30 days to the end of the month. Post Company Cars reserves the right to terminate the contract (without notice). If the fuel card or corresponding account is terminated or blocked without notice, all claims against the CUSTOMER arising from this agreement shall be due for payment immediately and the CUSTOMER shall be prohibited from continuing to use the fuel card and the Swiss Post Fuelling App. Upon termination of this agreement, the fuel card issued by Post Company Cars must be returned immediately to Fuel Management, see point 10.

16. Prohibition of assignment by the CUSTOMER and involvement of third parties

The assignment of the CUSTOMER's rights or obligations vis-à-vis Post Company Cars is only permitted with the prior written consent of Post Company Cars. Post Company Cars reserves the right to commission third parties to fulfil its contractual obligations at any time without having to notify the CUSTOMER. Post Company Cars is entitled to transfer this agreement to another subsidiary and shall inform the CUSTOMER to this effect in an appropriate manner.

17. Severability clause

Should individual provisions of these GTC be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts of the contract. In this case, the parties shall undertake to immediately replace the clause in question with an admissible effective clause whose content comes as close as possible to the original intention, unless this conflicts with consumer protection provisions.

18. Applicable law and jurisdiction

The contract is governed by Swiss law. The UN Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) shall not apply. The place of jurisdiction is Bern. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 of the Swiss Civil Procedure Code (ZPO) for consumers).

19. Legally valid form of publication

The legally binding GTC which constitute an integral part of the contract are published electronically and can be viewed at <https://postcompanycars.post.ch/en/help-and-support/dokumente/documents>.

Post Company Cars Ltd
Stöckackerstrasse 50
3030 Bern

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