

Safe Deposit Box rental contract

Contractual Partner: (hereinafter referred to as customer)

Company _____
 Name _____
 Address _____
 ZIP, City _____
 Country _____
 Tel. _____ E-Mail _____

Deposit Box: _____ Place: _____, Category: _____, No.: _____

Insurance: Basic insurance (CHF 25,000 per box included free of charge)
 + CHF _____ (prec. metal, other valuables) + CHF _____ (cash)
 no additional insurance

The customer accepts full responsibility for any loss or damage not covered due to under-insurance and/or loss or damage beyond the scope of the risks covered.



 (signature customer)

Delivery of invoice: via e-mail via postal mail poste restante

The customer confirms to have acknowledged and accepted the current price list of Swiss Gold Safe Ltd. as well as the General Terms and Conditions.

The safe deposit box charge will be billed to the customer per calendar year in January according to the current valid price list. For a storage during the year, the rate will be billed pro rata temporis.

At Swiss Gold Safe Ltd. the customer themselves deposits the items in the safe deposit box.



 (signature customer) (name in capital letters) (place and date)

 (appl. for collective auth.: signature) (name in capital letters) (place and date)

 (Swiss Gold Safe Ltd.) (name in capital letters) (place and date)



Authorisation form


Contractual Partner: (hereinafter referred to as customer)

Company _____
 Name _____
 Address _____
 ZIP, City _____
 Country _____

Authorisation

The person(s) below is/are authorised according to the contract with the customer with the power to execute all movements in conjunction with the Safe Deposit Box(es). This authorisation shall not expire upon death, declaration of absence, loss of legal capacity, bankruptcy or liquidation of the client.

1st Person <i>(please fill in all fields)</i>		2nd Person <i>(please fill in all fields)</i>	
First Name:		First Name:	
Name:		Name:	
Address:		Address:	
Date of birth:		Date of birth:	
Nationality:		Nationality:	
Tel.:		Tel.:	
E-Mail:		E-Mail:	
Authorisation:	sole collective	Authorisation:	sole collective
Signature:		Signature:	
Place, date:		Place, date:	
Authenticated copy of passport attached		Authenticated copy of passport attached	

 _____
 (signature customer) (name in capital letters) (place and date)

(appl. for collective auth.: signature) (name in capital letters) *(place and date)*

<p>Withdrawal of authorisation:</p> <p>Withdraws any authorisation</p> <p style="text-align: right;"><i>(Place, date and signature of customer)</i></p>
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Safe Deposit Boxes

Category	Inner dimensions (in cm)			Price (annually, in CHF)		
	Height	Width	Depth	Charge	8.1% VAT	Total
1	5.5	26	48	475.-	38.50	513.50
2	8.5	26	48	550.-	44.55	594.55
3	14	26	48	850.-	68.85	918.85
4	33	26	48	1'950.-	157.95	2'107.95
5	44	35	30	2'400.-	194.40	2'594.40
6	33	57	48	3'750.-	303.75	4'053.75

-> Each safe deposit box includes a basic insurance of CHF 25'000 and one free access per calendar year.

Insurance cover

Insurance cover - precious metals and other valuables: 0.2% p.a.
 Insurance cover - cash: 0.3% p.a.

Services

Additional access (chargeable from 2nd access per year): CHF 85.- (per h)
 Access outside office hours: CHF 250.- (per h) plus standard rate
 Additional tasks (upon customer request): CHF 120.- (per h)
 Correspondence - poste restante: CHF 250.- (pro rata)

All prices quoted are excl. of 8.1% VAT.

General Terms and Conditions (GTC) for the rental of Safe Deposit Boxes

1. Introduction

Swiss Gold Safe Ltd. (hereinafter referred to as SGS) is a company incorporated under Swiss company law with a head office in Altdorf, Switzerland. It offers its clients the use of safe deposit boxes for the storage of valuables in specialised high security vaults for a rental fee. These high security vaults are in private ownership and independent of the banking system. Clients can access their safe deposit boxes at any time by appointment and provided they abide by SGS internal security provisions. These general terms and conditions are valid from 25 November 2023.

2. Rental period and payment defaults

A safe deposit box rental contract is concluded for an indefinite period. It can be terminated in writing at the end of any calendar year. The required period of notice is three months. A client may request the termination of the contract at any time. In such case there will be no refund of prepaid rental charges up to the end of the current calendar year. Upon termination of the contract, clients or their legal successors must return all keys/codes issued to them. In case of the loss of one or more keys/codes the client is obliged to inform SGS immediately to allow SGS to change the key system/lock in due time at the client's expense.

If, despite two overdue notices, any client is in arrears with their payment obligations, the client hereby grants SGS a contractual lien on the contents of their deposit box. Consequently, SGS is authorised to open the safe deposit box at the client's expense, to take possession of the stored property and – with a free choice from the available contents – to be able to sell item(s) at a commercial rate to third-parties up to the amount of the outstanding sum plus any expenses incurred. SGS will prepare an inventory of the contents of the safe deposit box. Any remaining balance of benefit to the client resulting from such debt recovery will then be transferred to the client's specified account, deposited at court, or kept by SGS on behalf of the client (subject to an additional charge). Without prejudice to this right of lien, SGS retains a legal right of retention for its due claims against the client.

3. Rental and insurance charges

Rental and insurance charges are applied according to the price list valid at the date of invoicing and are billed annually in advance. The client is obliged to pay these charges promptly. Any late payments incur reminder fees and interest on arrears. The rental charges include one free access visit (up to 1 hour) to the vault per year.

The client is not required to declare any valuables deposited with SGS.

Basic insurance is included in SGS charges, subject to a maximum sum insured. At the client's request, SGS will arrange extended insurance cover in its own name on the client's behalf, and at the client's expense. The client is responsible for checking the sum insured on the invoice sent to him. SGS is not liable for any discrepancies.

4. Powers of attorney and authorised persons

The client can nominate additional authorised persons by means of a power of attorney on the appropriate form. People thus nominated will then be granted access to the safe deposit box. Authorised persons must establish their identity with a valid passport or ID card. SGS is explicitly exempt from any duty or perceived substantive right to check whether something has been removed from a safe deposit box or put into it.

If two or more people rent a safe deposit box, they are each individually authorised to access and dispose of the contents, unless otherwise expressly agreed in writing.

The client can revoke authorisations at any time. A revocation is only valid and binding on SGS if SGS has received prior written notice. SGS assumes no liability for the consequences of forged signatures, faulty identification or lack of capacity on the part of the client or his authorised representatives, which SGS could not detect when applying normal care.

The sub-leasing of safe deposit boxes is not allowed.

Access is by appointment (with at least 24 hours' notice) during office hours.

5. Client responsibilities

The client is under an obligation to only store valuables such as precious metals, cash notes, jewellery, documents, art and data in safe deposit boxes, and to insure them accordingly. Clients accept that they and their belongings will be checked by appropriate security devices each time they access a vault facility. Clients are liable for all loss or damage that occurs as a result of non-compliance with these obligations, even if they are not at fault.

The client is explicitly prohibited from storing, and SGS will have no liability for, dangerous materials, weapons, ammunition, drugs, and other illegal goods or any proceeds of crime or goods acquired via criminal acts.

After accessing the safe deposit box, the client or their authorised representative is responsible for the proper re-locking of the safe deposit box. SGS is not liable for loss or damage resulting from improper use of the safe deposit box.

The client must observe any weight restrictions which may apply dependent upon the location of the safe deposit box, otherwise he will be liable for any resultant damage.

If the customer sends an e-mail to SGS or discloses his e-mail address to SGS, this shall be deemed as consent that SGS may communicate with the customer by e-mail via the address disclosed. SGS is not liable in the event that e-mails are corrupted or unauthorized persons gain access to the customer's e-mail account.

6. Liability and insurance

SGS is only liable for wilful misconduct or gross negligence regarding the security of the vault. **Liability for minor negligence is expressly excluded. There is also no liability for indirect damage or consequential loss.**

Clients can take out extra insurance on the contents of their safe deposit box (in addition to the basic insurance cover) for whatever sum insured they require. SGS arranges insurance in its own name ("All Risks Insurance Policy of Physical Loss or Damage") for the cover and sum insured requested by the client, at the client's expense. Loss or damage resulting from uninsured risks and under-insurance (e.g. if the client chooses a sum insured which is too low) will be borne by the client and will not be reimbursed by SGS.

The client must respect the insurer's set limits regarding the maximum sum insured per safe deposit box according to its size and volume. The client is responsible for providing proof of any damage or loss (evidence of the authenticity, type, quantity, quality and value of the stored valuables). The insurance will cover the replacement value which includes the cost of replacement, plus any fees and taxes. The client may request a copy of the valid evidence of insurance. **SGS assumes no liability beyond the agreed insurance coverage.**

Clients must check their valuables for loss or damage and report any such loss or damage to SGS before leaving the high-security vault.

In particular SGS is not liable for damage as a result of:

- changes in temperature, humidity, air dryness, water seepage and the like;
- nuclear radioactive contamination, ionising radiation, chemical, biological, biochemical and electromagnetic trials or experiments;
- force majeure such as terrorism, war, cyber attack, contamination by communicable diseases, business interruptions due to pandemics, environmental pollution or other contamination, confiscation, damage or destruction by official decree, etc.
- an operational disruption or due to legally binding official measures (e.g. access to the safe deposit system is temporarily restricted);
- biological material (e.g. seeds, bacteria, GMOs, etc.), chemical compounds as well as stored data and documents;
- anything that cannot be traced back to an explainable cause (i.e. a so-called "mysterious disappearance").

Liability is always limited to the material value (replacement value) of the stored items, and does not cover the inherent value of any data or information such materials may contain (e.g. cover excludes the value of data on storage media).

7. Sanctions

SGS is not obliged to fulfil the contract and is in no way liable to the client for any damages if the contract cannot be fulfilled, or cannot be fulfilled in a timely manner, due to coercive measures adopted by Switzerland in accordance with the Embargo Act or other legislation designed to enforce international sanctions.

SGS liability is also entirely excluded in cases where the insurer of the valuables involved can refuse to provide cover citing exclusion clauses relating to international sanctions.

8. Change of address / Dormancy / Death of client

The client is obliged to report any change of address promptly to SGS. Client notifications are deemed to have been delivered if they have been sent to the last address (post or e-mail) communicated by the client. The client has to take all necessary precautions to avoid dormancy.

Once SGS becomes aware of the death of a client, SGS will only make the safe deposit box accessible to the totality of heirs on presentation of a valid certificate of inheritance issued by the authorities responsible for the administration of the estate and in accordance with its instructions. SGS is not obliged to carry out any further clarification of its own, but reserves the right to request evidence of identity for any executor or estate administrator. All foreign language documents must be submitted to SGS on request via a German translation attested by a notary public.

9. Confidentiality

Within this contract, the parties agree to work together and trust each other throughout the duration of the contract. The parties are obliged to observe strict confidentiality towards third parties regarding all information included in the contract. In particular the customer undertakes to maintain absolute secrecy as regards the storage location and access.

10. Data protection, applicable law, place of jurisdiction

The client confirms receipt of the SGS data protection regulations (<https://swissgoldsafe.ch/en/data-protection-statement/>) and expressly agrees to data processing to the extent indicated.

All agreements between the client and SGS are without exception subject to Swiss law. The place of jurisdiction for all disputes arising from the contractual relationship between the client and SGS is Altdorf (Uri), Switzerland.