

Safe Deposit Box rental contract

Contractual Partner: (hereinafter referred to as customer)

Company _____

Name _____

Street, No. _____

ZIP, City _____

Country _____

Tel./Mail _____

Deposit Box / Insurance:

1. _____

2. _____

3. _____

Vault and Deposit Box No.: _____

(will be filled out by Swiss Gold Safe)

Delivery of invoice:

via postal mail

via e-mail

poste restante

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

The safe deposit box charge will be billed to the customer per calendar year at the beginning of January according to the valid price list at that date. At a storage during the year the rate will be billed pro rata temporis.

At Swiss Gold Safe (Liechtenstein) AG the customer deposits the valuables in the safe deposit box by himself. Each access takes place with a security guard provided by Swiss Gold Safe.

(signature customer)

(name in capital letters)

(place and date)

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

(place and date)

(Swiss Gold Safe)

(name in capital letters)

(place and date)

Checklist:

Identification of the ultimate beneficial owner (see additional forms)

Authorisation form

Contractual Partner: (hereinafter referred to as customer)

Company _____

Name _____

Street, No. _____

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		2nd Person	
Name:		Name:	
First Name:		First Name:	
Born:		Born:	
Nationality:		Nationality:	
Tel.:		Tel.:	
Authorisation:	sole collective	Authorisation:	sole collective
Specimen signature:		Specimen signature:	
Copy of passport attached		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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Sizes and prices for Safe Deposit Boxes

Category	Inner dimensions (in cm)			Price (annually, in CHF)		
	Height	Width	Depth	Charge	7.7% VAT	Total
1	5.50	26.00	46.50	475.-	36.60	511.60
2	9.50	26.00	46.50	550.-	42.35	592.35
3	14.50	26.00	46.50	850.-	65.45	915.45
4	19.50	26.00	46.50	1'150.-	88.55	1'238.55
5	38.00	26.00	46.50	2'150.-	165.55	2'315.55

-> larger safe deposit boxes on demand

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

Insurance coverage

Chosen insurance coverage (in CHF)	Price (annually, in CHF)		
	Insurance rate	7.7% VAT	Total
25'000	50.-	3.85	53.85
50'000	100.-	7.70	107.70
100'000	200.-	15.40	215.40
150'000	300.-	23.10	323.10
200'000	400.-	30.80	430.80
each additional 100'000	200.-	15.40	215.40

-> The chosen insurance coverage is added to the free basic insurance (CHF 25'000).

Insurance surcharge - cash notes:	0.1% p.a.
Correspondence - poste restante:	CHF 250.- (pro rata)
Additional access (after 1 st free access per year):	CHF 85.- (per h)

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

1. Overview

Swiss Gold Safe (Liechtenstein) AG (hereinafter referred to as SGS) is a public company incorporated under Liechtenstein company law domiciled in Schaan/Principality of Liechtenstein. It offers its clients the use of Safe Deposit Boxes in specialised high security vaults. These high security vaults are in private ownership and independent of the banking system. The customer can access the vaults at any time with an appointment and with adherence to SGS's internal security provisions. The status of these general terms and conditions runs from 2019/08/01.

2. Rental duration and termination

The Safe Deposit Box rental contract is concluded for an indefinite period. It can be terminated in written form with a 3 months' notice before the end of a calendar year. On request the customer can terminate the contract at any time. In such case there will be no refund of the rental charges that were prepaid until the end of the calendar year. Upon termination of the contract the customer or his legal successors have to return all handed over keys/codes. In case of a loss of one or more keys/codes the customer is obliged to inform SGS instantly for SGS to be able to exchange the key system/lock at the cost of the customer in due time. If, despite two overdue notices, the client is in arrears with his payment obligations, then the client hereby grants SGS a contractual lien on the contents of his deposit box. Consequently, SGS is authorised to open the safe deposit box at the expense of the client, to take possession of the stored property and – with a free selection from the available contents - to be able to sell item(s) at the commercial rate to third-parties up to the amount of the outstanding sum plus any expenses incurred. An inventory will be taken of the contents of the safe deposit box by SGS. Any remaining balance of benefit to the client resulting from such a debt recovery will be transferred to the client's specified account, deposited at court or kept by SGS on behalf of the client. Without prejudice to this right of lien, SGS retains the legal right of retention for its due claims against the client.

3. Rental and insurance charge

The rental and insurance charges are according to the valid price list at the date of invoicing and are billed annually in advance. The customer is obligated to pay these promptly. A late payment incurs reminder fees and interest on arrears. The rental charges include one free access (up to 1 hour) to the vault per year. There is no declaration obligation for the valuables stored in the safe deposit boxes. The insurance coverage is declared by the customer himself and will be insured by SGS accordingly.

4. Authorisations and persons with access authorisations

The customer can name additional persons with access authorisations. Hence these persons receive access to the safe deposit box. They have to identify themselves with a valid passport or ID card. SGS is explicitly exempt from the duty and the substantive right to check and trace movements in and out of the safe deposit boxes. Each access takes place with a security guard provided by SGS.

5. Responsibilities of the customer

The customer is obligated to only store valuables such as precious metals, cash notes, jewellery, documents, art and data in the safe deposit boxes and to insure it accordingly. It is explicitly prohibited to store dangerous materials, weapons, ammunition, drugs and other illegal goods. For security purposes SGS regularly checks the vaults with special devices and search dogs. The customer accepts to have himself and his belongings checked by special devices at each access to the vault. The customer is responsible for all damages which result from the failure to comply with these duties, even if he has not acted culpably.

6. Liability and insurance

SGS is not liable for any damages that can be ascribed to changes in temperature, humidity or dryness of air and the likes. SGS is only to be held liable for damages caused by wilful misconduct or gross negligence regarding the security of the vault.

The customer however can insure the contents of the safe deposit box with an additional insurance (in addition to the basic insurance) in the amount of his chosen insurance coverage. SGS contracts the insurance in its name with Allianz Suisse Versicherungs-Gesellschaft AG in the amount of the customer's chosen insurance coverage (for the risks: burglary/robbery, fire/natural disasters and water). Damages from uninsured risks and damages from underinsurance (e.g. if the customer chooses too low of an insurance coverage) are borne by the customer. The customer respects the insurer's limits regarding the maximum insurance coverage per safe deposit box according to its size and volume.

7. Change of address / Dormancy / Death of customer

The customer is obliged to report any change of address promptly to SGS. The given authorisations remain in effect until revoked in writing by the customer or his legal successors. The customer undertakes all precautions necessary to prevent any dormancy. In the case of the death of the customer, SGS will only hand over the warehoused goods against presentation of a valid certificate of inheritance issued by the competent authority either directly to the totality of heirs or to a third party designated by them. All documents in foreign languages have to be submitted to SGS in a German translation attested by a notary public.

8. Data protection, applicable law, place of jurisdiction

The customer confirms the receipt of SGS' data protection regulations (see also: <https://www.swissgoldsafe.ch>) and expressly agrees to data processing to the indicated extent.

All agreements between the customer and SGS are without exception subject to Liechtenstein Law. The place of jurisdiction for all disputes arising from the contractual relationship between the customer and SGS is Vaduz, Liechtenstein.