

Safe Deposit Box rental contract

Contractual Partner: (hereinafter referred to as customer)

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

Deposit Box / Insurance: Category: _____ Insurance: Basic + CHF _____

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 Ltd. 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 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 Ltd. the customer deposits the valuables in the safe deposit box by himself. Each access takes place with an armed security guard provided by Swiss Gold Safe Ltd.

 (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		2nd Person	
First Name:		First Name:	
Name:		Name:	
Address:		Address:	
Born:		Born:	
Nationality:		Nationality:	
Tel.:		Tel.:	
Authorisation:	sole collective	Authorisation:	sole collective
Specimen signature:		Specimen signature:	
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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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	48.00	475.-	36.60	511.60
2	8.50	26.00	48.00	550.-	42.35	592.35
3	14.00	26.00	48.00	850.-	65.45	915.45
4	33.00	26.00	48.00	1'950.-	150.15	2'100.15
5	44.00	35.00	30.00	2'400.-	184.80	2'584.80
6	33.00	57.00	48.00	3'750.-	288.75	4'038.75

-> 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. Introduction

Swiss Gold Safe Ltd. (hereinafter referred to as SGS) is a public 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 01 December, 2021.

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 as standard. 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 forgery of signatures, misidentification, or the incapacity of the client or their authorised representative, which SGS has failed to detect whilst exercising all due care.

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

Access is by appointment (with at least 24 hours' notice) during office hours and with an armed escort provided by SGS for security reasons.

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. The client is explicitly prohibited from storing dangerous materials, weapons, ammunition, drugs and other illegal goods. 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.

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.

6. Liability and insurance

SGS is not liable for loss or damage caused by changes in temperature, humidity, dryness of air and the like. SGS is only liable for wilful misconduct or gross negligence regarding the security of the vault.

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 with Allianz Suisse Versicherungs-Gesellschaft AG (covering the risks of: burglary/robbery, fire/natural hazards and water 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.

The client must respect the insurer's set limits regarding the maximum sum insured per safe deposit box according to its size and volume. In the event of loss or damage, the burden of proof lies with the client. Clients must check their valuables for loss or damage and report any such loss or damage to SGS before leaving the high-security vault.

SGS is not liable for loss or damage resulting from any disruption of operations (e.g. if access to the safe deposit box system is temporarily unavailable).

SGS is not liable for loss or damage resulting from legally binding official measures.

7. 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 authority responsible for the administration of the estate and in accordance with its instructions. SGS is not obliged to provide any further clarification 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.

8. Data protection, applicable law, place of jurisdiction

The client confirms receipt of the SGS data protection regulations (see also <https://www.swissgoldsafe.ch>) 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.