



# TERMS AND CONDITIONS OCW-STORAGE

As of October 05, 2016

HERCULIS GUARDIANS SA

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## Article 1

### **DEFINITIONS**

The Lessor is Herculis Guardians S.A., a company having its place of business at 30, Rue du 23 Juin, CH-2900 Porrentruy ("HGSA").

The client is any person entering or entered into a deposit of goods in Open Customs Warehouses (OCW) storage agreement with HGSA.

## Article 2

### **LEASE AGREEMENT**

The lease shall become effective on the date of signature of the agreement for a duration of 12 months renewable.

If the Agreement is not terminated according to article 3 below, it shall be tacitly prolonged for another 12 months and so on for the same period.

HGSA may refuse renting without a reason. No assignment of rights or subletting under the agreement is permitted.

## Article 3

### **TERMINATION OF LEASE AGREEMENT**

The client may cancel the lease agreement by giving a 30-day registered letter before the expected date of termination. Termination of the agreement shall become effective on the 31<sup>st</sup> of March, the 30<sup>th</sup> of June, the 30<sup>th</sup> of September or the 31<sup>st</sup> of December

HGSA reserves the right to terminate the agreement at any time without a reason by giving a 30-day registered letter before the expected termination date. The registered letter shall clearly specify the outside date for returning the deposit box in a proper condition, opened and with no contents. In such case, provided that the deposit box has been returned in compliance with the above terms and conditions, HGSA shall refund the rental costs to the client.

## Article 4

### **RENTAL COSTS**

The rental shall be based on the HGSA's rate and payable in cash straight away, or by post bill presenting the receipt stamped.

The rental shall be paid in advance upon signature of the agreement and not later than 20 days before the

following new rental period; any commenced period of the service shall be paid in full.

Where the agreement is terminated at the HGSA's discretion, the client may claim the refund of the rental paid in advance, and such refund shall be pro rata the remaining time.

HGSA reserves the right at any time to change its specified rates.

## Article 5

### **ACCESS TO OCW-STORAGE AND ACCESS PERMIT**

The client may obtain access to the OCW-storage upon presenting his identification card or passport.

The opening hours are Monday - Friday, according to the company schedule. OCW-storage may be accessed during opening hours on a walk-in basis.

In extraordinary circumstances, the client may obtain access to OCW-storage in non-business hours. For this purpose, the client shall send the respective request not later than two hours before arrival. Any access to OCW-storage outside of opening hours may give rise to extra expenses payable by the client.

It is strongly prohibited to carry any telecommunications equipment capable of making photos, video and voice recordings (cameras, camcorders, smart phones, etc.) while in the premises with OCW-storage. When visiting the OCW-storage, the client shall leave these items in a dedicated booth secured by HGSA.

## Article 6

### **CUSTOM OFFICERS ACCESS TO THE OCW - STORAGE**

At any time the custom officers have the right to enter the OCW-storage and check the goods inside the boxes deposit, control the owner, value of goods and quantity.

## Article 7

### **CONTENTS OF OCW STORAGE**

The only items that may be stored in deposit boxes are documents, securities, money, precious metals, pieces of art, valuables, jewelry and other similar items. No materials and items that pose any danger, capable of



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doing any damage, perishable and prohibited by law may be stored in the OCW-storage, for example, drugs, arms, explosives, vegetable and animal materials.

HGSA shall not be responsible for the condition of any items stored in OCW -storage. In particular, it shall not be responsible for any items liable to damage or requiring special care.

### Article 8

#### **DEATH**

Any heirs of the deceased client shall inform HGSA of client's death. In this respect, HGSA shall not be liable until it receives the notice of client's death. Heirs shall also see to revocation of all powers of attorney, which they wish not to reserve effective.

### Article 9

#### **ESCHEATED PROPERTY**

According to the regulations relating to escheated property, HGSA will recognize any client's property as escheated upon expiry of ten years since the most recent contact with the client. In such case, HGSA will deliver the information about contents of the entire room of the deposit box to the central database. It shall be only a Swiss banking ombudsman, who is authorized to do investigation in the interests of assignees.

### Article 10

#### **DUTY OF CARE**

HGSA shall give the same degree of consideration to matters of safety and proper locking of deposit boxes as it would give to safety matters in connection with its own valuables. HGSA shall be liable for any damage resulting from any failure to meet this duty of care. The client shall insure contents of the OCW -storage.

### Article 11

#### **LIABILITY**

The client shall be liable for any damage arising through its fault or negligence, which may be inflicted on OCW-storage, contents of the deposit or the premises in which the deposit box is located.

HGSA may not be held liable for any loss of or damage to contents of the OCW-storage as a result of any theft, crash, fire, flood or otherwise, unless HGSA's fault is proved.

HGSA may not be held liable for any loss of or damage to valuables stored in the OCW-storage, unless such loss or damage resulted, directly or indirectly, from force majeure.

Force majeure shall include, *inter alia*:

- Theft in time of war or civil disturbances;
- Theft accompanied by an armed or non-armed threat with real or fictitious arms and hostage taking;
- Any order by legitimate or non-legitimate authorities;
- Fire resulted from lightning stroke or any other disaster resulted from extreme weather conditions;
- Earthquake or fall of meteorites, crashes of aircraft or spacecraft, and their parts;
- Irradiation or any other ionizing impact or emission affecting the atomic structure of valuables placed in the safe deposit box for storage.

If any HGSA's fault is proved, it shall be liable for the damage.

### Article 12

#### **INSURANCE**

The client may insure contents of OCW-storage by entering into an additional insurance contract. HGSA shall on its behalf enter into the insurance contract with a corporate insurance partner for the amount corresponding to the type of insurance coverage chosen by the client (burglary/robbery, fire/calamity, flood damage). The client shall observe the restrictions imposed by the insurer.

### Article 13

#### **NOTICES**

The client shall promptly inform HGSA of any change in the address and any event affecting legal capacity and civil status whether in respect of itself or any of its attorneys.



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HGSA shall send all notices to the address specified in the lease agreement, unless the client informed HGSA in writing of any change in the address.

Any notice given to the client by e-mail with or without an electronic signature as part of performance of these contractual terms shall be deemed valid.

Article 14

### **COSTS AND TAXES**

The client shall pay all costs, charges and rates, whether of tax or any other nature, resulting directly or indirectly from performance of the lease agreement.

The client shall reimburse HGSA for any and all amounts, which it may have to pay in connection with any attachment of contents of OCW-storage.

Article 15

### **MODIFICATION OF AGREEMENT**

HPSA reserves the right at any time to modify these contractual terms of OCW-storage lease. Any such changes shall be communicated to the client by any means appropriate for such purpose. If the client does not submit any objections within a month, such changes shall be deemed accepted.

Article 16

### **EFFECT OF CONTRACTUAL TERMS AND FIELD OF APPLICATION**

These contractual terms shall become effective from October 05, 2016 and, since that date, supercede all previous terms and conditions of the OCW-storage lease.

By signing the lease agreement, the client acknowledges that it has read these contractual terms and accepts the same.

Article 17

### **PROTECTIVE CLAUSE**

If any provisions of general contractual terms and conditions are invalidated in full or in part, the remaining provisions shall remain in effect and applicable. The parties will replace any invalid or inapplicable provision with a valid and applicable one, and such new provision shall be as close as possible to the economic purpose of the replaced provision. The same rule shall apply where any certain provision is found to be absent in the contractual terms.

Article 18

### **APPLICABLE LAW, JURISDICTION AND PLACE OF PERFORMANCE**

All legal relations between the client and HGSA shall be governed by the Swiss Law.

Jurisdiction shall be determined according to mandatory legal provisions. In absence of such provisions, the competent court shall be a HGSA's local court.

The same shall apply to the place of performance and legal venue in respect of any clients having a place of residence or a place of business outside of Switzerland.

However, HGSA may apply to court or a competent authority at the client's place of residence or the place of business, or to any other competent court.

Contractual Terms of October 05, 2016