



## General Terms and Conditions (All Risks) 09/18 – Helvetikor AG

### 1. INTRODUCTION

These General Terms and Conditions («GTC») set out the basis on which Helvetikor AG («Helvetikor») provides various Service(s) relating to transportation and/or storage of Valuables. The Client acknowledges that these General Terms and Conditions are deemed incorporated into any other carriage documents or other agreements issued to the Client or its agent(s) by Helvetikor.

In these «GTC» the following expressions mean:

**The Client** means the party who enters into the contract with Helvetikor including Client's servants or agents.

**Consignment** means one or several sealed container(s) of Valuables – collected or received by Helvetikor at the same time at a single location – that are to be delivered to a single destination.

**«In the Custody of Helvetikor»** means

- for transportation Service(s) of Valuables

the period from when Helvetikor takes possession of and provides a signed receipt for the Valuables at the collection point until the moment Helvetikor tenders delivery of the Valuables to the Client or its authorised consignee at the intended delivery point. Helvetikor's Custody to terminate according to type of Service(s) selected by the Client:

- a) DOOR TO DOOR («DTD»): Helvetikor's Custody will start once the consignment is in the actual physical custody and control of Helvetikor or its delegated agent at the pick-up location and will cease once the consignee or its delegated agent signs for the receipt of the shipment or actual physical delivery has been made.
- b) DOOR TO TOUCHDOWN AIRPORT DESTINATION («TAT»): Helvetikor's Custody will start once the consignment is in the actual physical custody and control of Helvetikor or its delegated agent at the pick-up location and will cease once the carrying aircraft has come to a final halt at the designated parking space at destination airport or the hold door has been opened whichever is the earlier.
- c) DOOR TO AIRPORT VAULT («TAV»): Helvetikor's Custody will start once the consignment is in the actual physical custody and control of Helvetikor or its delegated agent at the pick-up location and will cease once the consignee or its delegated agent signs for the receipt of the shipment at the destination's airport vault or actual physical delivery has been made.
- d) AIRPORT VAULT ORIGIN TO DOOR DESTINATION («AVD»): Helvetikor's Custody will start once the consignment is in the actual physical custody and control of the carrying airline or its delegated agent at the airport vault at origin and will cease once the consignee or its delegated agent signs for the receipt of the shipment or actual physical delivery has been made.
- e) FOB AIRPORT OF ORIGIN TO DOOR DESTINATION («FOBD»): Helvetikor's Custody will start once the aircraft has departed (wheels-off) at the airport of origin and will cease once the consignee or its delegated agent signs for the receipt of the shipment or actual physical delivery has been made.

- f) AIRPORT VAULT ORIGIN TO AIRPORT VAULT DESTINATION («AVAV»): Helvetikor's Custody will start once the consignment is in the actual physical custody and control of the carrying airline or its delegated agent at the airport vault at origin and will cease once the consignee or its delegated agent signs for the receipt of the shipment at the destination's airport vault or actual physical delivery has been made.
- g) DOMESTICALLY WITHIN SWITZERLAND («DWS»): Helvetikor's Custody will start once the consignment is in the actual physical custody and control of Helvetikor or its delegated agent at the pick-up location and will cease once the consignee or its delegated agent signs for the receipt of the consignment or actual physical delivery has been made.
- h) PARTICULAR SERVICE(S) («PS»): Custody for such Service(s) have to be agreed in writing between Helvetikor and the Client.

- for storage Service(s) of Valuables

the period from when the Vendor takes possession of and provides a signed receipt for the Valuables at the collection point until the time as the Valuables are returned from storage and tendered to the Client or its authorised consignee. In the case of any consignment which consists of several items, the liability of Helvetikor shall only attach to those parts of the consignment determined to be in the Custody of Helvetikor at the time of any such loss or damage.

**Declared Value** means the sum declared by the Client relative to the Valuables. The declared value constitutes Helvetikor's maximum indemnity in relation to its liability for the Valuables.

**Helvetikor** means the company Helvetikor AG including its sub-contractors or agents who undertake to perform the Services for the Client on behalf of Helvetikor.

**Service(s)** means the transportation service(s) by air, land or sea («DTD», «TAT», «TAV», «AVD», «FOBD», «AVAV» and «PS») and/or «DWS»-service(s) and/or storage service(s) or related ancillary service(s) offered by Helvetikor.

**Valuables** means property such as precious and semi-precious metals, precious stones, jewellery, currency, cheques, travellers' cheques, negotiable documents, banknotes or coins or any other goods or valuable merchandise (but excluding works of art or similar) in respect of which Helvetikor is requested to perform the Service(s).

### 2. SCOPE OF VALIDITY

The GTC form an integrated, constituent part of the respective contractual relationship between Helvetikor and the client and are applicable to all services provided by Helvetikor for the client.

### 3. THE CLIENT'S OBLIGATIONS, WARRANTIES AND INDEMNITY

- 3.1 In respect of each Service the Client will provide the following information:
  - Name of the client and his contact information;
  - A consignment note detailing the contents and Declared Value of the item(s) (see Paragraph 10 regarding maximum indemnity);
  - The collection date, collection point and relevant contact information;
  - The destination of the Valuables, the delivery point and name and



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address of the authorised consignee or, where the contract is for storage of Valuables, the anticipated period of storage;

- Number of packages or pieces and, where applicable, the seal number of each package;
- Exact delivery terms for international transits.

3.2 The Client shall ensure the Valuables are packed and securely sealed in such a manner that the contents cannot be removed without evidence of tampering and in such a way as to adequately protect against damage during the normal course of transit operations by whatever method (included but not limited to rail, air, sea or road). If agreed between the parties in advance, precious metals (gold and silver standard bars only) may be delivered unpacked for transportation with the number of unpacked pieces to be stated clearly on the respective consignment note.

3.3 Works of art or other similar merchandise or property are excluded from the service(s).

3.4 If the Valuables to be transported consist either wholly or in part of negotiable documents, included but not limited to cheques and/or travellers' cheques the Client shall keep sufficient records of such items enabling reconstruction or reissue of same in the event of loss or damage.

3.5 The Client warrants to Helveticator that:

- It is the beneficial owner or authorized agent of the beneficial owner of the Valuables and is duly authorised to designate Helveticator's Service(s);
- There are no inherent dangers, properties or characteristics of the Valuables of which Helveticator should be aware (including but not limited to such characteristics as noxious, dangerous, hazardous, inflammable or explosive);
- It is to be bound by the accuracy of all the statements and declarations concerning the Valuables;
- No illegal activities will, directly or indirectly, be required as part of the Client's instructions and that the Service(s) requested are not to give effect to any money laundering activities or to avoid the payment of taxes or otherwise defraud any tax authority.

3.6 The Client will indemnify Helveticator against any claim made by any other person in respect of the Valuables which is outside or beyond the liability Helveticator accepts under these GTC. The Client shall hold Helveticator harmless and keep it indemnified against all liabilities howsoever arising including but not limited to loss (physical or financial) suffered as a result of complying with the Client's instructions or due to breach of any warranty or other term applying under these GTC as well as from the consequences of negligence by the Client, its consignee or authorised representative.

#### 4. HELVETICOR'S OBLIGATIONS / SUSPENSION OF OBLIGATIONS

- 4.1 Subject to the Paragraphs 4.4, 4.5 and 5. below, Helveticator shall perform the Service(s) in accordance with the Client's instructions.
- 4.2 Helveticator shall procure and maintain in effect for the duration of the Service(s) a policy of insurance in relation to its liability for Valuables under these terms and will upon reasonable request by the Client provide him with evidence of such insurance. The Client is no party to such contract and Helveticator does not act as an insurance intermediary.

4.3 Helveticator shall determine the method and route to be followed in the

performance of the Service(s), including but not limited to the means of transportation and/or storage and will acknowledge receipt of the Valuables by signing a consignment note or other respective document, as the case may be. Helveticator acknowledges therewith the receipt of a number of packages and/or items but does not warrant, confirm or acknowledge anything further, including but not limited to the identity, quality, authenticity, weight or declared value of the product or items.

4.4 Helveticator is not obliged to perform the Service(s),

- if they would be required to act unlawfully or in a strike-breaking nature;
- where political conflict may result;
- where Helveticator is unable, through no cause of its own, to obtain appropriate insurance for the Valuables or for its liability for the Valuables required to be carried in performance of the Service(s);
- if they would be exposed to any sanction, prohibition or restriction under United Nations resolutions, an international Convention or the laws or regulations of a country;
- If Helveticator does undertake Service(s) to or from countries or locations subject to such sanctions, prohibitions or restrictions then Helveticator shall accept no liability whatsoever in relation to loss of or damage to the Valuables arising from such Services.

4.5 Helveticator is not a common carrier and reserves the right to decline to perform any Service(s) requested by the Client.

#### 5. FORCE MAJEURE

Neither party shall be obliged to perform its obligations under these General Terms and Conditions where prevented from doing so by forces beyond its control, such as an Act of God or governmental intervention.

#### 6. DELIVERY

6.1 Helveticator will deliver the Valuables in accordance with the Client's instructions to the consignee, its agent or to the Client itself. The Client, consignee or agent (as the case may be) must sign for receipt of the Valuables and such act, without reservation, shall amount to prima facie evidence that the Valuables have been delivered and were received in good condition. If, at the time of delivery, the Client, consignee or agent contends that the packaging has been opened or damaged or that seals have been broken or removed or that unpacked precious metals are damaged, then any such irregularities must be noted on the receipt. Any claim in relation to alleged damage must be made in writing to Helveticator in accordance with Paragraph 12.

6.2 If the Client, consignee or agent refuses to take delivery of the Valuables or to pay the charges and/or fees arising in connection with the Valuables, or if the Valuables cannot be handed over for any reason not due to the negligence of Helveticator then Helveticator will place the Valuables in temporary storage selected and deemed appropriate to the nature of the Valuables by Helveticator at which point the period of Helveticator's responsibility and thus liability shall be deemed to have ended. All costs arising and resulting from such an event will be borne by the Client.



# HELVETIKOR

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### 7. PRICES AND CHARGES

The Client agrees to pay Helvetikor at the rates it charges as at the time an order is placed and will also pay all costs and expenses reasonably incurred by Helvetikor in performance of the agreed Service(s).

### 8. PAYMENT

- 8.1 Helvetikor's invoice shall be paid in full within 10 (ten) calendar days of the date of invoice. The settlement of counterclaims is excluded.
- 8.2 If, in order to perform the Service(s), costs and expenses need to be advanced by Helvetikor to another party, the Client will similarly advance such sum to Helvetikor immediately on written demand. Any sums not paid by the due date will be subject to an interest charge calculated at five per cent (5%) per annum on all outstanding sums; interest will run from the date such sums fall due to the date of final payment.

### 9. INSURANCE

- 9.1 As a part of Helvetikor's obligations (see Paragraph 4.2) Helvetikor shall procure and maintain in effect for the duration of the Service(s) a comprehensive policy of insurance to cover Helvetikor's liabilities accepted under these terms.
- 9.2 The Client has no rights under or in relation to this insurance; Helvetikor will provide the Client with evidence of such insurance upon request.

### 10. LIABILITY

- 10.1 Subject to the provisions of Paragraph 11 and the Client's observance of its obligations under Paragraph 3, Helvetikor shall indemnify the Client against physical loss of or damage to the Valuables whilst they are in the Custody of Helvetikor; this indemnity shall be limited in all circumstances to a maximum amount equal to the Declared Value by the Client.
- 10.2 In the event of loss of or damage to the Valuables resulting in a liability arising hereunder the Client shall provide to Helvetikor such information and evidence in respect of the loss as may reasonably be required by Helvetikor or its insurers to evidence the actual value of said loss. To the extent that the Client is unable to provide such substantiating evidence Helvetikor shall be entitled to make such reasonable calculation of loss as would be considered standard in the industry. In such circumstances the extent of Helvetikor's liability shall be limited to this reasonable calculation.
- 10.3 This indemnity is the totality of Helvetikor's liability to the Client in respect of the Valuables and the Client will have no other claim against Helvetikor of any kind, whether in contract or tort, whether for negligence or otherwise in relation to the Valuables. For the avoidance of doubt, Helvetikor shall have no liability whatsoever or howsoever arising if the Valuables are lost or damaged outside of the period when they are in the Custody of Helvetikor as defined herein.

### 11. LIABILITY EXCLUSIONS AND LIABILITY LIMITATIONS

- 11.1 The liability set out in Paragraph 10 will not in any circumstances apply where loss or damage to the Valuables arises in consequence of any of the following or to the extent that any of the following shall have directly contributed:

- i. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion, military or usurped power or the like or loot, sack or pillage in connection therewith, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority;
- ii. Acts of terrorism to the extent not covered by Helvetikor's insurance;
- iii. Cyber-attack including the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system;
- iv. Radioactivity, ionising radiation or contamination occurring from any nuclear fuel, nuclear installation or reactor, any weapon of war employing nuclear fission and/or fusion or similar radioactive force or chemical, biological, bio-chemical weapons including contamination resulting from such items;
- v. Subject to its obligations under Paragraph 4, any liability for loss or damage to the Valuables for which Helvetikor finds itself unintentionally uninsured;
- vi. Any opening of the Valuables required by authorised officials, whether customs or otherwise, to inspect the Valuables;
- vii. Services provided contrary to Paragraph 4.4 above;
- viii. Any breach of the Client's obligations or warranties as set out in Paragraph 3.

- 11.2 Helvetikor shall have no liability whatsoever, whether as a result of negligence or otherwise, for indirect or consequential losses including but not limited to loss of interest, exchange rate losses, loss of business, payment of customs duties, taxes, fines or otherwise, including any losses arising from a delay in performing the Service(s). Helvetikor shall have no liability for the cost of reconstructing data or information held on any recordable media or losses arising from the misuse of such media or the information therein by unauthorised persons.
- 11.3 Helvetikor shall not be liable for non-performance or delays caused by strikes or other labour disturbances, riots, authority of law, acts of God or other means beyond Helvetikor's control.
- 11.4 Helvetikor will only be liable for losses relating to a mysterious disappearance from or damage to the Valuables if the container has been properly sealed and packed and the container shows visible signs of tampering or damage and the delivery document for the delivery contains a notation of reservation by the receiving party and acknowledgement by Helvetikor of such tampering or damage.
- 11.5 Helvetikor's liability arising from negligent performance of the Service(s) and resulting in loss of or damage to physical property, other than to the Valuables, shall be limited to a maximum amount of USD 1,000,000 (one million United States Dollars) any one incident.

### 12. COMPLAINT NOTIFICATION

In case the Client wishes to make a claim for loss or damage to the Valuables the client has to provide immediate (or within 7 days in case of hidden defect) written notice of such loss or damage to Helvetikor, otherwise its claims are considered forfeited.



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### 13. DATA PROTECTION

Helvetikor has the right to process data provided by the Client or receiver in connection with carriage or storage by Helvetikor, to transfer such data to other group companies and contractors of Helvetikor, including in other countries which may not have the same level of data protection as the country where the Valuables are presented to Helvetikor, and to have it processed there if and to the extent the transfer and processing of the data in such countries is required for performing the agreed service(s).

The Client warrants that it (i) has obtained personal data the Client provided to Helvetikor for the service(s) lawfully, (ii) is authorized to provide such data to Helvetikor if and to the extent the transfer and processing of the data in such countries is required for performing the agreed service(s), and (iii) has obtained informed and specific consent from such receiver that Helvetikor may send e-mail and other notifications related to the agreed service(s) to the receiver.

Helvetikor may store these data of the Client – for up to ten years, or as required for legal or regulatory reasons – in a database of Helvetikor and/or a Vendor in Switzerland or abroad.

The Client has the right to request by written notice copy of their data that Helvetikor holds about them, to erase these data and/or to ask Helvetikor to amend and/or to correct the data that are inaccurate in the Client's opinion.

### 14. LIEN

Helvetikor shall have a general lien on all Valuables in its custody in respect of all sums due at any time from either the Client, the owner of the Valuables or the consignee whether or not relating to the Valuables over which the lien is exercised. Helvetikor is authorised to sell sufficient of the Valuables to settle any sums due after a period of twenty eight (28) days from giving written notice of the exercise of its lien if payment in full has not by then been made, such sale will be as agent for the Client or owner of the Valuables if different. Helvetikor will apply the sale proceeds first to the sums due to it, including accrued interest and the costs of sale, and will account to the Client for the balance within fourteen (14) days of receiving the sale proceeds.

### 15. LAW AND JURISDICTION

- 15.1 These General Terms and Conditions and the Agreement, including this Paragraph, shall be exclusively governed by the laws of Switzerland. Any dispute arising from the Agreement or these General Terms and Conditions that cannot be resolved by commercial negotiation shall be subject to the exclusive jurisdiction of the Courts at the domicile of Helvetikor.
- 15.2 Where international legislation is compulsorily applicable to the Service(s) provided, these General Terms and Conditions shall be read subject to such legislation. If any part is found to be void or otherwise unenforceable under such legislation, then Helvetikor and the Client acknowledge that such parts shall be overridden but only to the extent necessary and all other terms and conditions as set out herein remain in force.

### ACCEPTANCE BY CLIENT

The Client has received and agrees to Helvetikor's General Terms and Conditions (All Risks) 09/18

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For and on behalf of the Client

For and on behalf of the Client

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