



GENERAL TERMS AND CONDITIONS

Loomis Schweiz AG

Issue 06.01.2015
Version 1.0



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1. Definitions

Loomis Schweiz AG offers transportation and various other services (hereafter referred to as "services") in connection with all types of valuables such as precious and semi-precious metals, gemstones, jewellery, cash monies, bank notes, cheques, travellers cheques, other saleable or tradable documents, objects d'art (e.g. paintings, statues, etc.) and other sensitive or valuable items, goods or data carriers. All of the aforementioned objects are referred to hereafter as "goods".

In these general terms and conditions (hereafter referred to as "T&Cs") Loomis Schweiz AG are referred to as "the company".

The party with whom the business contract for services is concluded is referred to as "the customer".

2. Scope of validity

2.1. Material scope of validity

These T&Cs are applicable to all services provided by the company for the customer. The T&Cs form an integrated, constituent part of the respective contractual relationship between the company and the customer. Separate agreements or changes to these T&Cs shall only apply if they have been accepted in writing by the company.

2.2. Term of validity

These T&Cs shall apply to all company services that are to be provided under a new, i.e. with or after the merger (merging of the company [formerly MAT Securitas Express AG] with Loomis Schweiz SA) becoming effective, framework contract concluded between the company and the customer.

For company services that are to be provided under a previous, i.e. before the merger becoming effective, framework contract or freight contract concluded between the company or Loomis Schweiz SA and the customer, the previously applicable general terms and conditions of Loomis Schweiz SA shall continue to apply unchanged and exclusively.

3. Company services

3.1. General

The services are regulated in the framework contract as well as the separate service agreements.

The company provides their services primarily as freight carriers, unless there is a written agreement to the contrary already in place or if the services to be provided (e.g. storage, guidance, etc.) do not permit this.

The company reserves the right to determine the type and method of the provision of the services (including the selection of the means of transport, such as car, train, aircraft, ship or HG) themselves.



3.2. Insurance

The company is insured with third party liability as required by law for freight carriers (physical loss, destruction or damage of the goods).

If the company does not provide services as a freight carrier, they are not obligated to insure the goods against physical loss, destruction or damage, unless there is a written agreement to the contrary already in place. If this is not the case, the transport insurance or rather the insurance of the goods handed over for storage or for other services (theft, water, fire, natural hazard insurance, etc.) is the sole responsibility of the customer.

The company is not obligated under any circumstances to conclude insurance at the customer's expense, if the customer does not pay the insurance premium within a stipulated period upon first request of such.

4. Transfer of the goods

4.1. General

The company is entitled but not obligated to check all goods prior to acceptance for compliance with the accompanying papers and the content of packaged goods for damage. Spot tests are permissible even if this necessitates the opening of packages.

Before the acceptance of goods the company is obligated only to check whether the lead seals or other seals on the packages, containers or similar are intact and if numbered, whether the numbered seals match with the numbers cited on the delivery note. The company shall also check whether unpackaged objects have any external signs of damage.

By signing the delivery note, form for the storage contract or similar or through the transfer of an electronically generated transfer acknowledgement, the company confirms **only the acceptance of a certain number of packages or unpackaged objects, but not the contents or value of the goods declared by the customer or an authorised representative.**

The company shall **not be liable for either the correctness of the information from the customer or an authorised representative, or for the identity, quality, authenticity, weight or value of the packaged or unpackaged goods.**

Insofar as the company is organising the transport as a carrier for the customer, the company is not obligated to make a value declaration, unless they have been specifically instructed in writing to do so.

4.2. Delivery note

The company accepts goods for transportation or for other services (with the exception of storage, per para 4.3) only against delivery notes and receipts.

The customer or an authorised representative must present a delivery note containing the following information:

1. Name and address of the customer
2. Contents and value of the goods
3. Number of packages, containers or similar and, insofar as available, quantity and numbers of the lead seals or other seals on each package/container etc.
4. Destination of the goods with the name and address of the recipient
5. Information detailing any damage to the goods that may be present



All documents issued by the company (or by a third party involved in the provision of the services) at the handover are based on this information.

The value declared by the customer or an authorised representative represents a value declaration whose extent defines the limitation of the liability of the company per para. 11.5, in the event that it exceeds a value defined in a law or an international convention.

4.3. Form for storage contract

For the storage of goods, the customer or an authorised representative shall fill in all information in the form for the storage contract completely and shall sign this. So long as the company has not countersigned the form, they are free to reject the transfer of the goods for storage, without being subject to any liability.

The execution of the storage contract as well as the associated activities are based on the information provided by the customer in the form for the storage contract and in the corresponding storage contract.

4.4. Packaging

For the transportation, the goods must be packaged and sealed or lead-sealed such that the contents cannot be removed without tearing, cutting or causing similar damage to the packaging and/or damaging or destroying the lead seals or other seals.

The packaging of the goods must be implemented such that the goods can survive the transportation (by rail, air, ship or car/HGV), including all associated handling, without damage and that the goods will not cause damage to other goods during proper handling.

Insofar as agreed in advance in writing, precious metals in the form of bars or ingots as well as works of art may be handed over unpackaged. In this case the exact number of unpackaged objects shall be stipulated on the delivery note.

For storage, the goods must be handed over in a form that can survive normal storage conditions. The responsibility for the decision as to whether unpackaged goods can be handed over to the company for storage, lies exclusively with the customer.

5. Handover of the goods

5.1. Dispatch

The goods being handed over for transportation or for other services (other than storage) are dispatched to the recipient (customer or third party) cited by the customer in the delivery note, or to a representative (nominated as "recipient") authorised by the recipient in writing.

With the storage, the recipient information must be on the form for the storage contract or must be conveyed by some other means in writing by the customer. Otherwise, the goods will be sent back to the customer's address on the form for the storage contract at the customer's expense.



5.2. Delivery

The recipient must acknowledge the receipt of the goods unless the services to be provided by the company do not permit this. The signature substantiates the supposition that the goods are in good condition. If the recipient asserts upon delivery that the package has been opened or damaged or that the lead seals or other seals have been broken or removed or that unpackaged objects have been damaged then such irregularities must be noted on the delivery note by both the recipient and the company.

If the goods are accepted without caveat, all claims raised by the customer against the company shall be void with the exception of cases of deliberate deception or gross negligence.

The customer must report any damages that could not be detected externally to the company as soon as they are detected, however, at the latest within eight (8) calendar days of the delivery (date of receipt at the company shall be the controlling date here).

5.3. Second delivery

If the goods cannot be delivered with the first dispatch for reasons for which the company is not responsible, the company can carry out a second delivery attempt. The costs for the second delivery attempt shall be borne by the customer and these shall be added to the costs of the unsuccessful first dispatch under the same conditions. Any intermediate storage that may be required will likewise be additionally invoiced.

5.4. Undeliverability

Goods are considered as undeliverable if:

- The recipient cannot be determined
- The goods cannot be handed over to the recipient
- The recipient rejects the handing over of the goods, or
- The customer, the recipient or the authorised representative does not pay the corresponding costs

The company will inform the customer in writing that the goods have been entered into stores at the customer's expense after 24 hours have passed. The company shall not accept any liability with respect to the customer, the recipient or another person who has a legal interest in the goods.

6. Assurances and other duties of the customer

The customer assures the company that:

1. The customer is either the owner of the goods or that they have valid rights entitling them to ship the goods or to otherwise dispose of them.
2. All information and declarations with regard to the goods are correct.
3. The contractually agreed services will not necessitate any direct or indirect illegal activities on the part of the company.
4. The goods do not carry any hidden dangers, characteristics or features that the company must declare.
5. Claims will not be asserted for any legal reason whatsoever by anyone against directors, other management personnel, employees of the company or its authorised representatives with regard to the services provided or to be provided under the respective contractual relationship. If such claims are nonetheless asserted, the customer shall indemnify the company fully upon request for any such claims, including legal costs and any other associated costs.

The customer shall indemnify the company against all claims of the company and/or third parties arising from material or financial losses, based on the company acting in accordance with instructions, the breaching an assurance of the customer or another provision to be applied in accordance with these T&Cs by the customer or as a result of material or financial losses resulting from negligent actions on the part of the customer, the recipient or their authorised representatives and shall pay compensation to the company for such.

7. Checking of the stored goods and the customer's inspection rights

The company:

- a) Regularly checks the external condition of the stored goods but is not obligated to monitor the goods constantly.
- b) Reports to the customer if the external condition of the goods has changed significantly.

The customer:

- a) Is entitled to check the stored goods during the company's hours of business, in the presence of an authorised representative of the company, and after prior notification and verification of identity. Persons who accompany the customer during the inspection or who represent the customer must likewise verify their identity and must also provide written confirmation that they are authorised by the customer to carry out the inspection.
- b) Hereby declares that they agree that they alone will bear the responsibility for any losses or damages to the goods arising during any such inspection.

8. Prices and payment arrangements

8.1. Prices

The services provided by the company are subject to the prices contained in the order confirmation or in the conditions accepted by the customer. The customer shall pay for all public charges or fees (such as taxes, customs duties, etc.) as well as for all reasonable expenses and outlays that arise for the company in the proper course of providing the agreed services. The customer will be invoiced for these separately.

The company reserves the right to adapt the prices in the event of the national consumer price index, the service-related heavy goods vehicle tax or the diesel or fuel prices increasing.

8.2. Payment arrangements

The invoice amount shall be paid net within ten (10) calendar days after issue. Deductions for any type of customer claims (offsetting) or for any other reasons on the part of the party liable to pay are expressly excluded.

However, if the company has to pay costs and expenses in advance, the customer must transfer this amount to the company immediately after written request.

If the customer is in arrears with the payment of a monetary debt, the customer shall owe the company a default interest of nine percent (9%) on all unpaid amounts. The interest period starts with the issue of the invoice and ends on the date of the payment.

9. Right of retention

The company has a right of retention on all goods and documents that have been handed over to the company or which it has otherwise received, to secure all due receivables arising from services that the company has provided for the customer, including legal costs, miscellaneous costs, etc. This right can be exercised regardless of whether the nature of the payment due is associated with the objects of the retention or not.



The company is entitled to dispose of the goods freely if the customer has not settled all amounts due within fourteen (14) days of the company informing them, in writing to their last known address, of their intention to exercise their right of retention.

10. Liability and duration of responsibility

10.1. Freight carriers

In accordance with the provisions of the Swiss code of obligations regarding the freight contract, if the company provides services as a freight carrier, they are liable for the physical partial or total loss, destruction or damage of the goods, so long as these are in effective and physical custody and under the control of the company or a third party appointed by them (freight carriers, agents, subcontractors or storekeepers, etc.) whilst taking into account the liability exclusions and liability limitations cited in these T&Cs. In this context, custody and control begins with the effective physical transfer of the goods to the company or third party appointed by them and ends with the effective physical transfer to the recipient, regardless of whether the delivery has already been acknowledged in accordance with para. 5.2 or not (insofar as the respective service permits this).

10.2. Freight forwarders

If the company has declared themselves ready to act as freight forwarders whereby they organise the transport then they will be liable with regard to the customer for the diligent execution of the order whilst taking into account the liability exclusions and liability limitations cited in these T&Cs. The company is liable for the physical partial or total loss or damage of the goods as freight forwarder per para. 10.1, if this occurs during transport carried out by the company itself. The customer is referred to para. 3.2 in particular.

10.3. Storage

If the company has declared themselves ready to store goods or to arrange the storage of goods exclusively and not in conjunction with transportation or other services then they will be liable with regard to the customer for the diligent execution of the order whilst taking into account the liability exclusions and liability limitations cited in these T&Cs. The company shall be liable only as long as the goods are in the effective physical custody of the company or a storekeeper appointed by them. The customer is referred to para. 3.2 in particular.

The company will conclude a standard property insurance contract in the name of the customer for the storage period to protect against physical loss or damage of the goods, if requested by the customer in writing and if such a contract is available. In doing so, the company acts for and in the name of the customer and as a result of the conclusion of such an insurance is completely indemnified from any liability.

11. Liability exclusions and liability limitations

11.1. General

It should be expressly noted that the company shall bear no liability for goods that are destroyed or damaged outside the period of their responsibility.



11.2. Liability exclusion for minor negligence

The liability of the company is limited in all cases to instances of gross negligence or deliberate actions. The liability of the company for direct damage caused by minor negligence is hereby expressly excluded.

11.3. Liability exclusion for indirect damages

The company shall not be liable under any circumstances for any type of indirect damages or secondary damages, for example loss of interest, loss of customers, losses in currency exchange, duties, taxes, penalties, lost profits, etc.

11.4. Representatives

The company shall not be liable for damages caused by authorised third party representatives (freight carriers, agents, subcontractors or storekeepers, etc.). The company is liable only for their careful selection and instruction. If the company appoints an intermediate forwarding agent as a freight carrier, Art. 449 OR shall apply.

11.5. Financial limitation of liability

The liability of the company shall not exceed the value declared on the delivery note, the form for the storage contract or similar or on any electronically generated acceptance receipt under any circumstances and in the event of there being no such declaration the amount of CHF 100,000.-- (one hundred thousand Swiss Francs) per event.

In the event of claims for damages against the company, the company expressly reserves the right to prove that the declared value exceeds the effective property value of the goods at the time and place of the handover.

Regardless of any declaration of value, the liability of the company for the loss (partial or total loss), destruction or damage of objects d'art whilst being stored or transported is restricted to CHF 100,000.-- (one hundred thousand Swiss Francs) per event. The conclusion of an all-encompassing transport or storage insurance contract, either by the customer themselves or by the company on the instructions of the customer and at the customer's expense, is essential. The customer is referred to para. 3.2 in particular.

11.6. Delays

The company shall only be liable for delays if a fixed delivery date has been agreed in advance and in writing and if there is no other reason for excluding liability (e.g. events of force majeure). Compliance with the agreed delivery date presupposes the compliance with the exact, agreed handover times as well as normal traffic and weather conditions.

Insofar as the company is responsible for the delay of the delivery, the amount of their financial liability is restricted to a maximum of the freight costs paid or the payment owed.

The customer shall inform the company of any limitations or hindrances with regards to the shipping insofar as these fall within their area of influence or which they have knowledge of or which they would be reasonably expected to have knowledge of.

11.7. Exclusion of liability for acts of war and similar

The company shall not be liable in the event of a loss (partial or total loss), destruction or damage or delayed delivery of the goods and associated expenditure as a direct or indirect consequence of the following events or conditions:

1. War, civil war, invasion, acts of foreign enemies, hostilities (with or without declaration of war), rebellion, revolution, uprising, military or usurped power, confiscation, nationalisation, dispossession, requisition, destruction or material damage of property by or on the instructions of any government or public authority or local authority

2. Capture, occupation, confiscation, coercive measures or unlawful detention (apart from piracy) and the consequences of such or the consequences of such being attempted
3. Abandoned mines, torpedoes, bombs and other abandoned weapons of war
4. Impositions by authorities, etc.
5. Any acts and/or omissions that are brought about by or caused directly or indirectly through an act of terrorism or which occur in connection with such and regardless of other causes or events that lead to the loss either simultaneously or at another time. In the context of these T&Cs, an act of terrorism is considered to be an action of any person or group or any group of persons with the intention of causing fear in the population or a section of the population and/or to influence a government. for political, religious, ideological or similar purposes. In this sense, an act of terrorism can be connected with actual violence or an act of force or can threaten this without being restricted to this, whereby the terrorists can either act alone or in the name of or in connection with an organisation(s) or government(s).
6. Any acts and/or omissions that are caused or initiated directly or indirectly through any measure for checking, preventing, suppressing or which are in any way related to an act of terrorism or which may be connected with such.

11.8. Further exclusions of liability

Furthermore, the company shall not be liable in the event of a loss (partial or total loss), destruction or damage or delayed delivery of the goods and associated expenditure as a direct or indirect consequence of the following events or conditions:

1. Atomic or nuclear radiation or radioactive contamination through or from nuclear fuels, nuclear waste or the burning of nuclear materials.
2. Radioactive, toxic, explosive or other hazardous or contaminating characteristics of nuclear power, a nuclear reactor or other nuclear plant or part thereof.
3. In conjunction with any weapon of war which is equipped with atomic or nuclear fission material and/or any similar reactive or radioactive force or substance.
4. Boycotts, strikes, lockouts or other interruptions, which the company would not reasonably have been able to avoid.
5. Mandatory opening of the goods for inspection by authorised officials, such as customs authorities or others.
6. Any type of acts or omissions by the customer, shipper (insofar as they differ), the recipient, such as unsuitable or incorrect information, data or instructions or the violation of any official ordinance, regulation or law as well as deficient or unsuitable packaging.
7. Hidden internal characteristics of the goods as well as special sensitivity of repaired/restored valuables if this has not been declared in detail and in its entirety prior to the conclusion of the contract.
8. Damage due to vermin, insects or rodents.
9. Damage due to effects of vibrations, frost, heat, temperature fluctuations, rain, snowfall, humidity and similar.
10. Other events of force majeure.

11.9. Liability exclusion - data carriers

In the event of physical loss, destruction or damage of any type of data carrier (e.g. magnetic tapes, diskettes, CD ROMs, hard-drives, etc.) or the data or information stored on these, the liability of the company is restricted in terms of the amount to the effective replacement costs of the data carrier material. The company shall not be liable for any further direct or indirect damages such as for the loss and/or costs of the restoration of the data/information or for damages arising through use or misuse of such information by unauthorised third parties.



11.10. Liability exclusion - securities

11.10.1. General

With the exception of paras. 11.10.2 and 11.10.3, hereafter the liability of the company in the event of loss, destruction or damage to securities or transferrable documents, regardless of how the damage has occurred, is restricted in terms of the amount to the re-issue or if necessary the possible restitution of such.

11.10.2. Travellers cheques

If the goods transferred to the company consist of or contain travellers cheques, the liability of the company with regard to the travellers cheques shall be restricted in terms of the amount to the costs of their re-issue in the event of the travellers cheques being destroyed through verifiable means.

If the customer's damages can be traced back to reasons other than the verifiable destruction then the liability shall be restricted to the costs of re-issue plus compensation for the nominal value of the respective travellers cheques that were presented for payment and which were paid out in good faith providing that such submission occurred within three years of the date at which the company accepted the travellers cheques.

11.10.3. Other cheques

With the loss, destruction or damage of other cheques, the customer shall work together with the company for the possible restoration of these. The liability of the company is restricted to a) the costs of the re-issue of the cheques plus the necessary costs as a consequence of the measures for stopping the cheques, and b) the nominal value of the cheques that cannot be re-issued or restored.

11.11. Forfeiture

The company is released from all liability, regardless of the amount or which reason, insofar as the customer has not brought an action at the responsible court within a year from the date of the transfer of the goods or from the date at which they should have been delivered to the recipient or if no handover takes place from the date of the event from which the claim is allegedly derived.

12. Insurance cover for war, terrorism, confiscation and dispossession

Insofar as the customer requests this of the company in writing prior to the start of the services, which include international transport, the company will arrange, insofar as is possible, corresponding insurance cover for those risks for which there is an exclusion of liability per paras. 11.7, para 1 and para 5, at the customer's expense. The insurance cover shall comply with the war clauses recommended by the Underwriting Association of London (IUA) and by the Standard London Market Confiscation and Expropriation Wording, at the time of the conclusion of the corresponding contract. In doing so, the company shall act in the name of the customer.

13. Transfer of the ownership and other rights pertaining to the goods by the customer

If the customer sells the goods or disposes of them in some other manner whilst they are in the custody and under the control of the company, they remain responsible to the company for all duties arising from the contractual relationship with the company (including but not restricted to the payment of any amounts due payable to the company).

The customer can only be released from their obligations if it has been agreed in writing beforehand that the party to whom the ownership of the goods is being transferred will accept all of the obligations of the customer arising from the contractual relationship with the company and if the company consents to this in writing. Such a transfer of rights does not change the existence of the right of retention of the company per para. 9.

14. Third party claims

If and insofar as third parties assert rights to the goods or request the company to pass the goods on to anyone else other than the customer or the recipient or a person designated by the customer or the recipient, the company is entitled to deposit the goods with a court at the risk and expense of the customer at any time, whilst being exempted from any resultant liability, and regardless of whether the third party claimant has lodged a right of ownership with the court or not. All costs that arise for the company in conjunction with such third party claims and/or legal depositions, including associated storage costs shall be borne by the customer.

15. Other provisions

15.1. Involvement of third parties

The company can commission third parties to provide services.

15.2. Messages

All messages to the customer will be sent to the last known address of the customer. This is the address that is cited on the delivery note or on the form for the storage contract or similar, or that has been reported to the company in writing.

The customer must inform the company immediately of any change in address. Each message that has been sent to the last known address of the customer shall be considered to have been properly delivered in good time, regardless of whether it has actually arrived with the customer or whether it could not be delivered to the customer and has been returned to the company.

In the event that a message is returned to the company as being undeliverable, from this time on the company can forgo sending messages to the last known address.

In this case however, the company must keep all messages to the customer in order to hand them over to the customer at their headquarters. This process shall not form the basis for any liability on the part of the company.

15.3. Changes to the general terms and conditions

The company reserves the right to change the general terms and conditions at any time. The company shall inform the customer by suitable means regarding the changes to the general terms and conditions. The changes shall be considered accepted if the company does not object to them in writing within thirty (30) days of receipt of the information.

15.4. Applicable law and jurisdiction

Subject to Swiss law exclusively.

The place of jurisdiction is **Basel**, Switzerland. **Basel**, Switzerland shall be considered to be the place of fulfilment and exclusive place of jurisdiction for all proceedings for customers whose residence or registered office is outside Switzerland.

15.5. Original text

The T&Cs have been written in German, French, Italian and English. In the event of any discrepancies, the German language version shall be authoritative.