

## General Conditions (2001) of SPEDLOGSWISS - Swiss Freight Forwarding and Logistics Association - for Warehousing (GC SPEDLOGSWISS Warehousing valid from 1st September 2001)

### Scope of Application

#### Art. 1

The GC SPEDLOGSWISS Warehousing apply for all depot and warehousing agreements which are executed by members of SPEDLOGSWISS, insofar as they are not contrary to mandatory provisions of law.

They encompass all fields of activity of the warehouse keeper as specified below.

Deviations from the GC SPEDLOGSWISS Warehousing must be agreed upon in writing.

### Fields of Activity

#### Art. 2

The field of activity of the warehouse keeper pursuant to the GC SPEDLOGSWISS Warehousing encompasses exclusively the storage, warehousing administration and placing and withdrawing from storage.

Other activities of the warehouse keeper fall under the General Conditions of SPEDLOGSWISS (GC SPEDLOGSWISS).

### Offers

#### Art. 3

Offers shall cease to be valid if not accepted within 30 days after receipt by the customer. The offer contains at the

minimum the quantity and type of goods to be placed into storage, price per unit of quantity, possible fees of third parties, estimated storage period.

### Placing of Orders

#### Art. 4

The order shall be transmitted to the warehouse keeper in writing or by electronic means. If it is transmitted orally or by telephone, the customer shall bear the risks of incorrect or incomplete transmission until the warehouse keeper has received written confirmation.

#### Art. 5

The order shall contain all the data required for carrying it out properly such as information relating to goods subject to regulations (e.g. hazardous goods, uncleared goods, obligatory deposit, etc.) as well as those which require special handling (e.g. odor emissions, special ground stress, extreme dimensions, dampness and temperature regulations, etc.).

Each order must in addition contain at least the following information:

- quantity and type of goods to be stored or necessary storage area in m<sup>2</sup> or m<sup>3</sup>
- times of deliveries
- type of delivery with weight per transport or storage unit
- estimated duration of storage

## Acceptance of Goods

### Art. 6

The customer shall give notice of the arrival of the goods at least 24 hours in advance.

The warehouse keeper is entitled but not obligated to examine all goods on delivery for conformity with the order and the accompanying documents.

Spot checks are allowed, also when they are connected with opening the packaging. Non-conformity entitles the warehouse keeper to a written reserve or even to the rejection of the entire shipment.

The warehouse keeper is obligated to examine the external condition of the goods to be stored for damage and if necessary, to make a corresponding written reserve to the deliverer.

### Art. 7

The warehouse keeper shall upon request issue a written receipt confirmation for the goods to be stored.

## Examination of Goods to be Stored

### Art. 8

For the warehousing, the warehouse keeper regularly examines the external condition of the goods.

It must notify the customer immediately of changes. Should there be imminent danger, it is authorized to the best of its knowledge to alone take the necessary steps for protection of the goods.

### Art. 9

Should the warehouse keeper make available only individual warehouse space, it is not obligated to carry out controls on the goods.

On the contrary, it is entitled for the protection of other goods, fixtures of the warehouse itself and the public safety or health to take immediate measures and/or to give instructions to the customer which could deviate from the original agreement.

### Art. 10

#### Transfer of Authorization to Dispose

The customer is obligated to give notice in writing to the warehouse keeper of a change in the authorization to dispose of the stored goods.

Contractual partner of the warehouse keeper remains the original customer until the time when it executes a new warehousing agreement for the goods with the new customer and the warehouse keeper releases the old customer from liability.

### Art. 11

The customer is entitled upon prior notice to have the right to inspect and control during normal business hours. The person storing the goods and the persons authorized by him must upon request of the warehouse keeper present respective identification. Inspection and control may only be done in the presence of the warehouse keeper or its representative.

Additional activities of the warehouse keeper such as restoring, quality testing, inventories, availability of employees and equipment etc. will be invoiced separately.

## Withdrawing Goods from Storage

### Art. 12

The order to withdraw goods from storage must be done in writing or by electronic means. It must contain all information which is necessary for carrying out the withdrawal from storage.

If it is transmitted orally or by telephone, the customer shall bear the risks of incorrect or incomplete transmission until the warehouse keeper has received written confirmation.

### Art. 13

The warehouse keeper reserves the right to agree with the customer on dates for the placing and withdrawing of the goods in and from storage.

## Special Provisions

### Art. 14 Valuable Goods

The customer must designate valuable goods (goods that require special treatment as a result of their value) as such in his order. They will be as a rule only accepted for storage in special areas.

### Art. 15 Advances

The warehouse keeper is not obligated but authorized to advance funds for invoices of the person storing the goods for freight, customs fees, taxes, etc.

The customer must pay the advanced amounts in addition to a disbursement fee.

### Art. 16 Change of Domicile

The customer must immediately inform the warehouse keeper in writing of any change in his domicile. If he omits to do this and should any notices sent to him be returned as

undeliverable, the warehouse keeper is authorized 30 days after a reminder is again sent and returned as undeliverable to privately sell the goods as best it can.

#### **Art. 17 Business Hours**

The acceptance and handing out of goods shall be done only on the normal working days during normal business hours.

#### **Art. 18 Loading and Unloading**

The warehouse keeper shall perform the loading and unloading of the goods. The warehouse keeper is not responsible for the transport secure loading.

The warehouse keeper if possible makes sure that there is no waiting periods for the loading and unloading though it has in principle no obligation to load or unload within specific periods and has no liability for demurrage charges or other damages accruing during any waiting time.

#### **Art. 19 Use of Entire Premises and Storage Places, etc.**

A separate contract between Landlord and Lessee must be executed for the use of the entire premises and fixed storage places. This is governed by the General Warehouse Rental Conditions of SPEDLOGSWISS.

### **Insurance**

#### **Art. 20**

The warehouse keeper is only obligated to insure the stored goods against the risks of fire, water, theft or damage due to another occurrence if there is an express written order of the person storing the goods with information as to the insured value and risks to be covered. The corresponding premium will be separately invoiced.

For a change in quantity or value of the stored goods, the insured amount will be adjusted upon written order of the person storing the goods.

For each damage case, the person storing the goods has a claim for compensation only inasmuch as the insurance company provides such under the insurance policy subject to a deduction of any claims of the warehouse keeper.

### **End of Agreement**

#### **Art. 21**

If the storage agreement is executed for a specific time, it then ends at its expiration.

If the storage agreement is executed for an undetermined

time, it is subject to a termination period of one month although in each case it can only be terminated as per the end of a month.

Notice must be given in writing. Normal rotation of stored goods requires no notice.

#### **Art. 22**

The storage agreement can be terminated earlier without notice for good cause. As good cause is understood:

- should the stored goods have or develop disturbing qualities (smells, leaks, parasites, warming, etc.) which strongly affect other goods, the warehouse itself, those persons employed there or the environment.
- should the customer allow a cure period of 15 days specified in a reminder for payment of a debt due to expire unused.

### **Liability of the Warehouse Keeper**

#### **Art. 23**

The warehouse keeper is liable to his customer for carefully carrying out the order.

#### **Art. 24 Force Majeure**

The warehouse keeper shall be absolved of all liability in the event of loss or damage which occurs as a result of circumstances beyond the control of either the warehouse keeper or its sub-contractors and/or whose consequences they are unable to avert.

#### **Art. 25 End of Liability**

Liability of the warehouse keeper for the condition and supply of the goods ends at the time when the customer or its representative has accepted the goods without a specified reserve.

The notice period for hidden defects is 7 days.

#### **Art. 26 Liability Limits**

For loss or damage to stored goods, liability of the warehouse keeper is limited to 8.33 special drawing rights per kilo of the affected part of the goods.

For other damages, liability is to the amount of the damage accrued.

Maximum liability shall be per case 20'000 special drawing rights. An individual case is then presumed when there is a uniform cause of the damage or an inventory difference, also when these arise due to several storage orders.

## **Liability of the Customer**

### **Art. 27**

The customer himself is liable for all damages which accrue to the warehouse keeper or third parties due to the stored goods.

## **Conditions of Payment**

### **Art. 28**

Claims of the warehouse keeper are immediately due. Interest of 1,2% per month is chargeable as from the beginning of the month in which notice of default is given.

### **Art. 29**

If the warehouse keeper is instructed to charge storage fees, freight, customs fees, taxes, fees, etc. to the consignee of the goods or to third parties and if the relevant party cannot or will not pay the amounts demanded by the warehouse keeper, the customer shall be liable for same.

## **Right of Retention**

### **Art. 30**

The warehouse keeper shall have a lien on the stored goods for the outstanding sums owed to it in respect to all business transactions with the customer.

If payment has not been effected within a time limit set by the warehouse keeper with the threat to dispose of the goods, the warehouse keeper shall be free, without further formalities, to sell the relevant goods at the best obtainable price.

### **Art. 31**

Claims against the warehouse keeper shall lapse after a period of 5 years. The limitation period shall begin at the time at which the first service in arrears was due.

## **Place of Jurisdiction and Applicable Law**

### **Art. 32**

**For all disputed claims between the contracting parties, the domicile of the warehouse keeper shall be deemed the place of jurisdiction.**

**Swiss law shall apply.**

## **Original Text**

### **Art. 33**

The General Conditions for Warehousing of SPEDLOGSWISS are in German, French, Italian and English. The German version shall be deemed to be the binding text.

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