

General Conditions of Natural Le Coultre S.A. for collection, handling and transportation of works of art

TRANSPORTATION AND OTHER SERVICES

(Customs formalities, logistics, packaging, presentation, hanging and taking down works of art, etc.)

Art. 1 | GC SPEDLOGSWISS

We work **exclusively** on the basis of the General Conditions of SPEDLOGSWISS – Swiss Freight Forwarding and Logistics Association (GC SPEDLOGSWISS), latest version, and the additional clauses set out below.

These general conditions form an integral part of each agreement concluded with NATURAL LE COULTRE S.A. (company hereinafter referred to as NLC) relating to collection, handling and transportation of works of art.

Art. 2 | Obligation of the principal

Additional clauses to articles 4, 5, 11 and 18 of GC SPEDLOGSWISS

2.1

For works of art entrusted to NLC already packaged, the principal is fully responsible for ensuring that the packaging is suitable.

2.2

The transport order must include the address of the consignor and the consignee, the place of delivery, the delivery time and the method of transport chosen, a detailed description of the work of art, including, amongst others, the name of the artist, title, technical data, weight, dimensions and value.

2.3

The principal must in particular draw NLC's attention to any particular or special characteristics and the degree of fragility of the work of art requiring any particular handling and packaging as well as any specific instructions. The principal must label and if necessary number the works to be transported.

2.4

"Valuable cargo" shipment by air freight is only possible on the customer's written request.

2.5

Any loss or damage resulting from an omission or imprecision will be borne by the consignor.

Art. 3 | Customs formalities

Additional clauses to articles 2.5 and 26 of GC SPEDLOGSWISS
NLC is only obligated to clear transported works of art through customs on special request and in accordance with the instructions provided by the depositor, who is fully liable for the consequences of a false declaration, including payment of customs duties, taxes, penalties and fines.

Art. 4 | Delivery/Claims

4.1

On delivery of the works of art, the consignee must check the type, condition, quantity, number and weight. Any visible defect and/or loss must be recorded immediately on the delivery note and countersigned by NLC and the consignee.

4.2

The claim period for hidden defects is 7 days. This claim must be sent to NLC in writing.

Geneva, January 2007

General Conditions (2005) of SPEDLOGSWISS – Swiss Freight Forwarding and Logistics Association

GC SPEDLOGSWISS
valid from 1st July 2005

Introduction

SPEDLOGSWISS (Swiss Freight Forwarding and Logistics Association) first issued General Conditions (GC) on 30 March 1922. These were revised on January 29, 1932, May 21, 1966, October 23, 1980, January 1, 1994 and September 1, 2001.

The purpose of the General Conditions is to supplement the provisions of the law.

Scope of Application

Art. 1

The GC apply to all orders executed by members of SPEDLOGSWISS and its sections, insofar as they are not contrary to mandatory provisions of the law. They encompass all fields of activity of the forwarder as specified below. Agreements whose terms differ from the GC may be concluded.

Fields of Activity

Art. 2

A distinction is made between five fields of activity:

1. The forwarder as an intermediary
In this function the forwarder acts purely as an intermediary. For the account of his customers, he concludes contracts with carriers, forwarders, customs agents, warehousing companies and other sub-contracting parties.
2. The forwarder as a carrier
In the cases listed below, and in no others, the forwarder has the status of a carrier:
 - In the case of contracting in his own name, i.e. if he effects transport with own equipment
 - If he issues a transport document of his own containing a delivery undertaking, such as a through bill of lading (Multimodal Transport Document) etc.
 - In purely European land transport (except in transport purely by rail), unless the forwarder expressly designates himself as an intermediary and acts as such.
3. The forwarder as pure warehouse keeper
For warehousing (putting in storage, taking out of storage, storing, storage administration) in Switzerland and the Principality of Liechtenstein, the General Conditions for Warehousing of SPEDLOGSWISS shall apply (GC SPEDLOGSWISS Warehousing)
4. The Freight Forwarder as Shipping Agent
For the activities of the Shipping Agents as pure agent activities (concluding freight contracts for ocean and/or combined transports) in Switzerland and the Principality of Liechtenstein, the General Conditions of SPEDLOGSWISS for Shipping Agents (GC SPEDLOGSWISS Shipping Agents) shall apply.
5. The forwarder as a provider of other services (customs clearance, logistics transactions, etc.) These may be directly or indirectly connected with transport, or unconnected therewith.

Offers

Art. 3

Offers shall cease to be valid if not accepted within 30 days after being issued.

Placing of Orders

Art. 4

The order shall be transmitted to the forwarder 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 forwarder 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 regulation (e.g. hazardous goods) and goods that require special handling.

Art. 6

The text of documents attached to the order shall not be deemed to constitute a part of the order, unless the customer expressly designates them as such.

Special Provisions

Art. 7 | Examination

The forwarder shall carefully examine the orders placed with him; however, he shall not be obliged to verify the contents of transport containers or shipments, or to check weights or dimensions. If any ambiguities come to the notice of the forwarder, he shall clarify them as soon as possible with the customer.

Art. 8 | Delivery times

Guarantees of delivery times must be agreed upon in writing. They must at least state the latest time of delivery and the agreed surcharge.

Art. 9 | Interest in delivery

Agreements which set aside limits on the amount of liability must be in writing. The agreement must at least state the maximum amount of liability and the surcharge payable.

Art. 10 | Origin marks

If the true destination of the goods is not to be known to the consignor, or their origin to the consignee, the forwarder must be informed of this in writing. If the consignee instructs the forwarder to send the shipment on to a third party, the forwarder shall not, even in the absence of special instructions, make known to the third party the name of the original consignor and the origin of the goods. The forwarder shall remove the origin marks only if requested to do so in writing.

Art. 11 | Valuable goods

The customer must designate valuable goods (goods that require special treatment as a result of their value) as such in his order.

Art. 12 | First loading/last unloading

Insofar as there are no agreements to the contrary, the first loading of the means of conveyance and the transport containers is the responsibility of the consignor, and the last unloading of the same is the responsibility of the consignee.

If the driver assists in the first loading or last unloading, or performs this handling operation alone at the express request of the consignor or consignee, the driver shall be deemed auxiliary personnel of the consignor or consignee.

Art. 13 | Transport insurance

The forwarder shall arrange transport insurance only at the express written request of the customer.
The function of the forwarder is limited to the procurement of suitable transport insurance.

If the instructions of the customer are simply to arrange for transport insurance, the forwarder shall take out transport insurance "against all risks". If this is not possible, or if the desired extent of cover is not clear, the forwarder shall clarify the matter with the customer.

Art. 14 | Storage

If the forwarder accepts an order for the storage of goods, the regulations of the warehousing company used shall be deemed to constitute a part of the contract between the forwarder and the customer.

Art. 15 | Unforeseen intermediate storage

If the consignee does not take delivery of the shipment at its destination, or if the shipment is held up in transit due to factors beyond the control of the forwarder, it shall be placed in storage for the account of and at the risk of the customer. The forwarder shall, as soon as possible, inform the customer (in all cases) and the transport insurer (if transport insurance has been taken out) of such unforeseen intermediate storage.
The costs shall be paid by the customer as they accrue.

Art. 16 | Cash-on-Delivery (C.O.D.)

The collection on delivery of the value of the goods is effected only on the written instructions of the customer. The goods are handed over only against an irrevocable bank confirmation in favour of the customer or a banker's certified check payable to the customer in the prescribed currency. The forwarder is not liable for exchange-rate losses.
A C.O.D. commission is charged to the customer for the handling of cash-on-delivery shipments.

Art. 17 | Additional charges and reimbursements

The forwarder is not liable for the incorrect charging of freight, customs duties, levies, etc. for which he is not himself responsible.
On presentation of the appropriate vouchers, the customer is required to effect immediate payment of additional amounts for freight, customs duties, levies, etc. which were originally too low. The forwarder shall immediately reimburse those entitled to freight, customs duties, levies, etc. which were originally excessive.

Customer's Liability

Art. 18

The customer is liable for his own errors and omissions and for those of his sub-contractors, in particular in respect of all consequences arising from:

- Packing which is not suitable for the requirements of the transport agreed upon
- Incorrect, inaccurate or missing information in the order, on the packing or on the goods for shipment, in particular for goods which, as a result of their characteristics, would be accepted for transport only under special conditions if at all, or whose handling is the subject of special regulations
- Absence or delayed submission of the necessary documents.

Forwarder's Liability

Art. 19 | Basic Principle

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

Art. 20 | Force majeure

The forwarder 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 forwarder or his sub-contractors and/or whose consequences they are unable to avert.

Liability as an Intermediary (in accordance with Art. 2, No. 1)

Art. 21 | Sub-contractors

If sub-contractors (carriers, forwarders, customs agents, warehousing companies etc.) are employed, the forwarder is liable only in respect of their careful selection and instruction.

In the event of loss or damage for which a sub-contractor is responsible, the forwarder shall assert the claim of the customer against the responsible party. At the wish of the customer, and insofar as this is expedient, the forwarder shall proceed against the sub-contractor for the account and at the risk of the customer. The forwarder shall be entitled to the payment of his expenses and to an appropriate commission.

On request, the forwarder shall assign his rights against the sub-contractor to the customer.

Art. 22 | Limitation of the amount of liability

The liability of the forwarder is limited:

- In the case of loss of or damage to the goods, to not more than 8.33 special drawing rights per kilo gross weight of the affected part of the shipment
- In the case of losses due to delay, to the amount of the freight
- In the case of losses resulting from other services (customs clearance etc.), to the amount of the loss incurred.

The total amount of liability shall not exceed 20'000 special drawing rights per occurrence.

Liability as a Carrier (in accordance with Art. 2, No. 2)

Art. 23 | Basic Principle

The forwarder bears carrier's liability for the whole transit route, except where the forwarder himself is responsible for the transport of the goods over only a part of the route.

Art. 24 | Expiry of liability

The liability of the forwarder expires at the point in time when the consignee or his representative takes receipt of the transported goods. However, the relevant time limits for bringing claims relating to hidden defects shall apply.

Art. 25 | Limitation of the amount of liability

In the event of the goods being lost or damaged, the liability of the forwarder as a carrier shall be limited as follows:

- In accordance with the rules of liability applying to the section of the transit route during which the loss or damage occurred, or if appropriate, in accordance with any stipulations of liability which result from the transport document itself.
 - Up to a maximum of 8.33 special drawing rights per kilo gross weight of the affected part of the shipment in the case of European cross-border and Swiss domestic transport, provided that carriage is not effected purely by rail.
- For loss or damage due to delay, the forwarder's liability shall not exceed the amount of the freight.
The total liability shall not exceed 20'000 special drawing rights per claim.

Liability as a provider of Other Services (Customs Clearance, Logistics Transactions, etc.) (in accordance with Art. 2, No. 5)

Art. 26 | Limitation of the amount of liability

The liability of the forwarder is limited:

- For loss of or damage to the goods, to not more than 8.33 special drawing rights per kilo gross weight of the affected part of the shipment
- For other services (customs clearance, logistics transactions, etc.), to the amount of the loss or damage incurred.

Total liability shall not exceed 20'000 special drawing rights per claim.

Conditions of Payment

Art. 27

Payment to the forwarder is due upon invoicing. Interest of 1.2% per month is chargeable as from the beginning of the month in which notice of default is given.

Art. 28

The forwarder is under no obligation to advance sums in payment of freight, customs duties, levies etc. He may require the customer to make advances payments in the appropriate currency. In respect of any such disbursement by the forwarder, he shall be paid a commission and be reimbursed for exchange rate losses which are substantiated.

Art. 29

Upon delivery of a given shipment, the forwarder may collect sums owing to him in respect of the same shipment.

Art. 30

If the customer instructs the forwarder to collect freight, customs duties, levies etc. from the consignee of the goods or third parties, and if the relevant party cannot or will not make the payment demanded by the forwarder, the customer shall be liable for same.

Right of Retention

Art. 31

The forwarder shall have a lien on the goods handed over to him or which otherwise come into his possession for the outstanding sums owed to him in respect of all business transactions with the customer.
If payment has not been effected within a time limit set by the forwarder with the threat to dispose of the goods, the forwarder shall be free, without further formalities, to sell the relevant goods at the best obtainable price.

Time Limitation of Claims

Art. 32

Subject to compulsory provisions of the law, all claims against the forwarder shall lapse after a period of one year.

The limitation period shall commence from the time of delivery of the goods, or in the event of destruction, loss or delay, on the day on which the goods should have been delivered.

In the case of other services, the limitation period shall run from the day on which the service was provided or should have been provided.

Place of Jurisdiction and Applicable Law

Art. 33

For all disputed claims between the contracting parties, the domicile of the forwarder shall be deemed to be the place of jurisdiction.

If the forwarder has more than one business establishment, the place of jurisdiction shall be the location of the establishment which received the order.

However, the forwarder may also bring court proceedings to enforce its claims at the place or residence of the debtor.

Swiss law shall apply.

Original Text

Art. 34

The General Conditions of SPEDLOGSWISS have been drawn up in German, French, Italian and English and may also be translated into other languages. The German version shall be deemed to be the binding text.

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General Conditions of Natural Le Coultre S.A. for collection, warehousing, and handling of works of art

WAREHOUSING

Art. 1 | GC SPEDLOGSWISS Warehousing

We work exclusively on the basis of the General Conditions of SPEDLOGSWISS – Swiss Freight Forwarding and Logistics Association (GC SPEDLOGSWISS Warehousing), latest version, and the additional clauses set out below.

These general conditions form an integral part of each agreement concluded with NATURAL LE COULTRE S.A. (company hereinafter referred to as NLC) relating to collection, warehousing, and handling of works of art.

Art. 2 | Information that must be shown on the warehousing order

Additional clauses to articles 5 and 14 of GC SPEDLOGSWISS Warehousing

2.1

A detailed description of the work of art, including, amongst others, the name of the artist, title, dimensions, technical data and value.

2.2

Any particular or special characteristics and the degree of fragility of the work of art requiring any particular handling as well as any specific instructions.

2.3

The name of the owner and/or third parties authorised to use the goods.

Art. 3 | Certificate of deposit

Additional clause to article 7 of GC SPEDLOGSWISS Warehousing

3.1

For all goods stored, a certificate of deposit will be drawn up and signed by NLC.

3.2

The certificate of deposit is not a negotiable instrument and cannot be assigned or pledged.

3.3

NLC is authorised to deliver the goods to the authorised representative and to follow its instructions without presenting or returning the certificate of deposit.

3.4

The certificate of deposit is not proof that the goods are still in storage or that they are stored on account of the initial depositor. The quantities withdrawn are not indicated on the certificate of deposit.

3.5

The information given on the certificate of deposit relating to the quantity, weight, type, special characteristics, condition, content, value, quality, etc. of the goods does not obligate NLC in any way.

3.6

The depositor must inform NLC immediately of any change of address. He will bear the consequences of failure to do so.

Art. 4 | Inspection and checking during warehousing

Additional clause to article 11 of GC SPEDLOGSWISS Warehousing

4.1

The depositor and persons authorised for inspection and checking must duly prove their identity. NLC can request that inspection and checking only take place in the presence of an NLC representative.

4.2

The goods cannot be handled without formal authorisation from NLC. Inspection, checking and handling of the goods by the depositor or his representative in the NLC warehouses is under his liability and at his own risk.

4.3

NLC can request that at the end of inspection, checking and handling, the condition and quantities of the goods are checked and that the result of this check is confirmed in writing by the depositor or his representative.

Art. 5 | Customs formalities

NLC is only obligated to clear stored works of art through customs on special request and in accordance with the instructions provided by the depositor, who is fully liable for the consequences of a false declaration, including payment of customs duties, taxes, penalties and fines.

Art. 6 | End of liability

Additional clause to article 25 of GC SPEDLOGSWISS Warehousing

6.1

On withdrawal of the works of art, the depositor or his representative must check the type, condition, quantity, number and weight. Any visible defect and/or loss must be recorded immediately on the withdrawal note and be countersigned by NLC and the depositor or his representative.

6.2

The claim period for hidden defects is 7 days. This claim must be sent to NLC in writing.

Geneva, January 2007

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, uncleaned 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 m² or m³
- 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 | Fin de la responsabilité

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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