

General conditions for storage of the Professional Furniture Removers Group of the Swiss Road Transport Association ASTAG

Art. 1 Scope of application

All storage orders are executed in accordance with these general conditions of the Professional Furniture Removers Group of the Swiss Road Transport Association ASTAG, subject however to statutory mandatory provisions.

The general conditions apply to all scopes of activity of the storage company as described in detail hereafter.

Agreements that depart from the general conditions must be concluded in writing.

Art. 2 Scope of activity

The scope of activity of the storage company as defined by the 2005 general conditions includes exclusively storage, safe custody of the stored goods, as well as their admission in the warehouse and their restitution.

According to the instructions given, the storage company takes care of the storage and safe custody of furniture, kitchen utensils, as well as any belongings and other goods, and shall undertake all works relating to the admission, restitution, relocation and handling of the goods with which it has been entrusted – as long as the general conditions for removal of the Professional Furniture Removers Group of the Swiss Road Transport Association ASTAG do not apply - whilst observing the conditions set out hereafter and against payment of the agreed price.

The storage company shall certify the admission of the goods in its warehouse by delivering a storage receipt to the depositor. Only the storage receipt shall constitute proof as to the nature and quantity of stored goods. The storage receipt is only binding upon the parties once it has been signed by the storage company and the depositor. Said receipt is not a bearer bond, and therefore may not be used as collateral, nor given as a security, nor transferred. The parties can renounce the issuing of a receipt when the depositor places the goods in a separate warehouse or in a locked container.

The inspection of the goods to be stored at the moment of their admission is restricted to their outside appearance. The storage company shall only be liable for the content of the crates, boxes, baskets, cupboards, drawers and other containers, if it has these packed, unpacked and sealed by its employees and has established an inventory.

The storage order must include all necessary indications for its correct execution, such as information on regulated goods (for example, goods that have not been cleared through customs, compulsory stock, etc.) and on those that require special treatment (for example, giving off of smells, particular floor loading, exceptional dimensions, prescriptions related to humidity rate and temperature, etc.).

Excluded from storage are the goods which are inflammable or explosive and generally any goods that can damage their surroundings in any way (for example, food products) or which are excluded from private commerce by law. In the event that any such goods were nevertheless stored, the depositor shall be liable for all damage that may result therefrom.

Are also excluded from storage: cash, bearer bonds, including securities as defined by the law on stock exchange, as well as precious metals.

Art. 3 Verification of the stored goods

The obligation of due diligence of the storage company is restricted to the keeping of the goods in appropriate premises, but does not include any particular measures nor the maintenance of the goods during storage, unless written agreements have been concluded in this respect.

The storage company inspects the state of its warehouse on a regular basis. If it notices any visible change of the goods, which can make one assume the existence of damage or danger, it must immediately inform the depositor. If a danger is imminent, it can take from its own initiative the measures that it deems necessary, at the best of its knowledge, to protect the goods.

Art. 4 Storage company's liability

The storage company is liable towards the depositor for the good execution of the latter's order.

The storage company is released from its liability for damage that occurred in circumstances that neither the company nor its employees could have prevented nor avoided the consequences of. The storage company is only liable for damage which is proved to be the result of gross negligence on its part or on its employees' part; in that last hypothesis, the company shall only be liable if it fails to prove that it has met all its obligations of due diligence so as to avoid such damage, or that the damage would have occurred despite having met said obligations.

The liability of the storage company is limited to the general customary market value at the location of storage of the goods at the time the loss or damage occurred, but at most to the value indicated in the receipt, respectively to CHF 500.-/m³ of the damaged goods.

The liability of the storage company is limited to CHF 25'000.– per event. Special insurance agreements (Art. 6 et seq.) are reserved.

The storage company is released from its liability in the following cases :

- a) storage of particularly fragile goods which are not packed, such as porcelain, glass, marble, chandeliers, lampshades, paintings, mirrors, art objects, electrical appliances and other appliances;
- b) untrue declarations by the depositor;
- c) storage of unpacked clothing, linen, blankets, small carpets and generally any small items subject to being lost due to lack of packing;
- d) deterioration of plants, food products, etc.;
- e) damage caused by rut, rodents, moths (even if moth repellent has been used), wood-mites, mould;
- f) unsticking, scuff marks, scratches, damage to furniture varnish, fragmentation of worm-eaten furniture, lineolum breakage, as well as the consequences of changes in temperature or air humidity;
- g) storage of cash, securities, documents and valuable items such as objects of art, jewellery, gold and silver goods, antiques, as well as items of a sentimental value, unless such goods have been verified and accepted by the storage company by way of a specific agreement;
- h) damage due to force majeure such as war, earthquakes, looting, annihilation, social upheavals;
- i) loss or damage of the contents of data carriers;
- k) damage when the goods are stored in containers or in separate rented premises.

The liability of the storage company for the state or quantity of goods ceases when the depositor or his employee accepts the goods without reservation (Art. 14).

Art. 5 Depositor's liability

The depositor is liable for any damages caused to the storage company or to third parties resulting from the storage.

Art. 6 Insurance

The storage company is only obliged to insure the stored goods against damage due to fire, water and theft if it has received written authority from the depositor for contracting such insurance, together with a statement as to the insured value and the risks to be covered.

However, the storage company is entitled to contract insurance against damage due to fire, water or theft for the usual amount, even when it has not been so authorised, but shall immediately inform the depositor thereof. Should the latter fail to request, by return of post, a modification of the sum insured resulting from the non-binding assessment by the storage company, the latter value is valid.

The insurance premiums are billed under a separate heading. If the depositor already owns an insurance policy for the stored goods, and he notifies the storage company at the time of the signing of the storage contract, the storage company shall not contract insurance. In that case, the storage company is not liable for any damage.

In the event of damage, the depositor may only be compensated where the insurance company grants such a payment under the insurance conditions relating thereto, and after deduction of any claim of the storage company against the depositor.

Art. 7 Storage fee and payment terms

The claims of the storage company are due immediately.

The storage fee shall be calculated on a monthly basis. Any fraction of a month shall be billed as a whole month. Specific work required for the stored goods or carried out at the request of the depositor shall be accounted for under a separate heading.

Art. 8 Change of address

The depositor shall immediately notify the storage company in writing of any change of address. As long as such change has not been notified, the storage company is entitled to send its correspondence to the last address given by the depositor.

Art. 9 Right of retention and private sale

The stored goods can be used by the storage company as security (Art. 485 par. 3 Code of Obligations, Art. 895 Civil Code) for any claim resulting from its business relations with the depositor.

If the depositor does not pay the storage fee within the term of payment set to him at its last given address, with the warning that the goods will be sold in case of non-payment (Art. 8), the storage company is entitled to realize the goods freely and at the best conditions, without any further formality (private sale or in case the goods have no material value, destruction).

The proceeds of a sale are used primarily to cover the depositor's outstanding debt. The depositor is liable for any storage fees that remain outstanding following the sale. Any sums left over from the proceeds of the sale shall be reimbursed to the depositor.

Art. 10 Transfer of the storage receipt

If ownership of the stored goods is transferred to a third party, a new storage receipt shall be drafted in favour of the latter. The transfer shall only be effective once said receipt has been signed by both parties. Before the drafting of the new receipt, the depositor is entitled to claim full payment of all outstanding sums due on the relevant goods.

The depositor is liable for the costs related thereto.

Art. 11 Inspection of the stored goods

The depositor may only enter the warehouse if he has given at least 24 hours notice, is accompanied by an employee of the storage company, has produced the storage receipt and bears the costs related to the inspection.

Art. 12 Termination

A storage contract concluded for a fixed period of time expires at the end of such period.

A storage contract concluded for an indefinite period of time may be terminated at any time by the depositor with 48 hours notice, by the storage company with 30 days notice.

Termination must be notified in writing. Termination through the storage company must be sent to the last address the depositor has given (Art. 8 applies).

The storage contract can be terminated immediately for fair reasons. In particular, shall be considered a fair reason the fact that the stored goods present or develop disturbing properties (smells, leaks, vermin, overheating, etc.), the fact that they are harmful to other goods, to the warehouse itself, to the people working in it or to the environment.

Fair notice is given to the depositor to relocate the stored goods. If the stored goods are not relocated in the allotted time limit, the depositor shall be entitled to organise a private sale of the goods or to destroy them, if they have no material value; all costs and damages shall be borne by the depositor.

Art. 13 Restitution of the stored goods

Upon presentation by the depositor of the storage receipt, the storage company must return the stored goods. The storage company is however entitled to return the goods without presentation of the storage receipt. In any case, the storage company is entitled to verify the legitimacy of the bearer. Any loss of the storage receipt must be announced immediately to the storage company so the latter may prepare a duplicate and cancel the original.

Before proceeding with the restitution, even partially, of the stored goods, full payment of all outstanding sums due on the relevant goods must have been made (Art. 7 and 9).

If the depositor requests the restitution of isolated items, he shall bear the costs resulting from the relocation of the furniture, the opening of containers and any other service. In case of partial restitution, the storage company is entitled to request a receipt. In case of partial restitution or additional storage, the storage company is entitled to modify the storage fee.

If the transportation of the goods is not carried out by the storage company, the latter has the right to an appropriate indemnity for its infrastructure costs (ramps, lift, etc.) and its employees.

Art. 14 Notification of complaints

The depositor shall notify any complaint immediately upon receiving the stored goods. By accepting said goods without reservation, the depositor loses all rights to claim for damages. Any claim for missing goods or visible damages must be made at the time of restitution and any other claim must be made in writing to the storage company within three days after restitution. If the depositor himself or his representative (but not the storage company) carries out the admission in the warehouse or the restitution, the storage company is released from any liability for the storage.

Art. 15 Sale of the stored goods

The storage company may be entrusted with the sale of the stored goods and show them to interested parties. Failing an agreement to the contrary, the storage company is free to set the sales price. As consideration, it may charge a 10% commission on the gross proceeds of the sale. Whatever the result of the sale, costs related thereto are to be borne by the depositor.

Art. 16 Applicable law and legal venue

The legal venue for both parties to the storage contact is at the location of the storage company's registered office.

Swiss law is applicable.