

## GENERAL TERMS AND CONDITIONS FOR THE RENTAL OF INDIVIDUAL VAULTS, VAULT SPACES AND SAFE DEPOSIT BOXES AT TRISUNA LAGERHAUS AG

### 1. Contract partner

#### Trisuna Lagerhaus AG

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### 2. Scope

All contracts concluded between Trisuna Lagerhaus AG, 9495 Triesen (hereinafter referred to as “Lessor”) and its customers (hereinafter referred to as “Lessees”) are subject exclusively to the following General Terms and Conditions (hereinafter referred to as “T&Cs”).

Deviating terms and conditions, or other conditions of the Lessee, and/or counter-confirmations of the Lessee with reference to the validity of their terms and conditions or other applicable provisions shall not be accepted and shall be ineffective provided they have not been clearly acknowledged in writing by the Lessor.

The T&Cs set out herein shall apply to all contractual partners of the Lessor (including Lessees), regardless of whether they are private individuals or enterprises.

The T&Cs have been prepared in German and English. In the event of a conflict between the two versions, the German version shall take precedence.

### 3. Contract conclusion

The lease is not concluded until the contract has been signed by both parties. The Lessor is free to decline a potential Lessee without an indication of the grounds. The individual vaults, vault spaces and safe deposit boxes (hereinafter referred to individually or collectively as a “Storage Facility”) can only be rented by a single lessee. The Lessee is entitled to dispose of the contents of the Storage Facility alone and without restriction and to authorise third parties to do so. As a rule, a lease will not be concluded with those below legal age.

### 4. Lease term

The lease is concluded for an indefinite period. The lease can be terminated at any time by either party on three months’ written notice to the end of each calendar year by registered letter (e-mail or fax is not permitted). If the Lessee terminates the lease, but does not empty the Storage Facility, reset the personal combination for the Storage Facility and return all keys used to access the Storage Facility on the last day of the term of the lease at the latest, the lease is automatically extended for an additional year. Except as provided in

Section 5, there is no extraordinary right of termination.

### 5. Rental costs

The total rent for the intended rental period is to be paid in advance for one calendar year in accordance with the contractual agreement. In the event of premature termination of the lease by the Lessee, there is no obligation to repay any part of the rent that has been paid or is owed. If the lease is properly terminated by the Lessor, the Lessee shall be entitled to a pro rata refund of any rent paid in advance.

If the Lessee has not paid the rent, the Lessor may make further access to the Storage Facility dependent on payment of rent that is already due. In the event that the Lessee does not comply with a written request to satisfy the claims of the Lessor arising under this contract within the statutory period, the Lessor, in addition to its statutory right of retention, shall be entitled to open the Storage Facility and dispose of its contents in accordance with the laws of the Principality of Liechtenstein on compulsory execution.

### 6. Subletting and assignment

Subletting or re-letting the Storage Facility is prohibited.

### 7. Permitted contents

Only documents, securities, cash, precious metals, jewellery, precious stones and similar items may be stored in the Storage Facility. Other objects may not be stored in the Storage Facility without the express written consent of the Lessor. Under no circumstances may firearms or other dangerous or illegal items or other objects that are inappropriate for storage be stored in the Storage Facility. The Lessee is liable for any damage arising from a violation of these provisions. In the event of an infringement of this provision, the Lessor may exercise a right of extraordinary termination and terminate the lease without notice. In such cases, any rent that has been paid or is owed will not be refunded.

### 8. Key/Combination

Individual vault: There is a key and a combination lock to open individual vaults. The Lessee may keep the emergency key either themselves or with the Lessor. Only the customer knows the combination.

Safe deposit boxes: There are two keys to open safe deposit boxes. The Lessee has three options:

1: Leaving both keys with the Lessor; 2: Keeping both keys themselves; 3: Leaving one key with the Lessor and keeping one key themselves.

Vault spaces: There is a key and a combination lock to open the vault space. The Lessee may keep the key either themselves or with the Lessor. Only the customer knows the combination.

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If the emergency key and/or keys (hereinafter referred to as “Keys”) are kept by the Lessor, the Lessor is entitled to store such Keys with a trustee of their choosing or another enterprise of its choice at any time.

By mutual agreement, the Lessor and the Lessee may make other arrangements governing the opening of the Storage Facility.

The Lessee is responsible for the Keys and/or combinations provided to them. The Lessor must be informed without undue delay in the event of the loss of a Key and/or combination. Any and all costs incurred as a result of the loss of a Key and/or combination will be charged to the Lessee. Any and all costs and damages resulting from the loss of the Key and/or the personal combination shall be borne by the Lessee.

### **9. Authorised representatives**

The Lessee may authorise one or more persons to access and/or exercise control over the Storage Facility. The Lessee must inform the Lessor of this in the lease and provide evidence of authorisation as requested by the Lessor. Authorised representatives are entitled to receive the Key upon issuance by the Lessor and to exercise unrestricted control over the contents of the Storage Facility. Any access authorisations that have been granted remain effective beyond the death or incapacity of the Lessee. The Lessee may revoke any grant of authority at any time. However, any such revocation is only binding and legally effective in relation to the Lessor if the Lessor has provided verifiable written confirmation of receipt of the notice of revocation to the Lessee.

If the Lessor becomes aware of the death, impairment or loss of capacity on the part of the Lessee or their authorised representative, the Lessor reserves the right, at its own discretion, to restrict access or disposition of the contents of the Storage Facility or to refuse such access or disposition entirely.

### **10. Access authorisation**

The only persons with authorised access are the Lessee, their legal successors upon presentation of relevant verification and any third party to whom they have granted a right of access to the Storage Facility on a signature card. The Storage Facility may only be viewed/ accessed by prior appointment and presentation of proof of access authorisation.

### **11. Access time**

A maximum of fifteen minutes may be spent at the Storage Facility. An extension must be requested in advance. Exceeding and extending this time will be billed based on “man hours”.

### **12. Verification of authorisation**

The Lessee or their authorised representative must provide verification of their authorisation at the discretion of the Lessor. Any authorised person must verify their identity by presenting an official photo ID and sign a control card on which the date of access is noted. The Lessor accepts no liability for the consequences of forged signatures, lack of identity verification or a lack of legal capacity on the part of the Lessee or their authorised representatives that the Lessor failed to recognise.

### **13. Duties upon leaving the Storage Facility**

After inspecting the contents of the Storage Facility, the Lessee and their authorised representative must properly lock the Storage Facility, i.e. the individual vault, vault space or safe deposit box. The Lessee and their authorised representative shall be liable for any damage caused by failure to comply with this obligation to properly lock the Storage Facility. Following access to the Storage Facility by the Lessee or their authorised representative, the Lessor is not obliged to inspect the Storage Facility to see whether the Lessee or their authorised representative have complied with their obligations upon leaving the Storage Facility.

### **14. Duty of care and liability**

The Lessor shall exercise the diligence of a prudent businessman to ensure the security of the Storage Facility. It shall be liable for damages which can be proven to result from a grossly negligent or intentional violation of this duty of care. Any further liability, in particular for damages caused by atmospheric influences such as humidity, dry air, heat, cold, etc., by force majeure events or accidents such as fires, burst pipes etc., for which the Lessor is not at fault, is expressly excluded. The Storage Facility is insured by the Lessor against fire (fire, lightning, explosion), burglary, vandalism in the event of burglary, robbery and theft by third parties within the business premises. Any additional insurance cover is the responsibility of the Lessee.

The Lessor shall not be liable for damages caused by the Lessee, or a person authorised by the Lessee pursuant to Section 11, resulting from leaving the Storage Facility in an improper manner. Furthermore, the Lessor shall not be liable for any damage caused by the Lessee, or a person authorised by the Lessee, when accessing the Storage Facility regardless of grounds. In particular, the Lessor shall not be liable for damage to or loss of the items deposited in the Storage Facility caused by the Lessee, or a person authorised by Lessee, when accessing the Storage Facility, regardless of whether or not the access authorisation requirements were satisfied. The same applies to the theft of objects deposited in the Storage Facility committed by a person authorised by the Lessee regardless of whether or not the access authorisation requirements were satisfied.

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### **15. Termination of the lease**

Upon termination of the lease, the Lessee or a person authorised by the Lessee shall vacate the Storage Facility, reset the number combination and return to the Lessor all keys for opening the Storage Facility and return the Storage Facility in serviceable condition. Any damage caused by the Lessee or by the Lessee's authorised representative shall be compensated or repaired at the Lessee's expense. If the Lessee does not comply with a written request to vacate the Storage Facility, reset the number combination, hand over all keys and satisfy any outstanding claims of the Lessor arising from the lease relationship within the specified period, the Lessor, in addition to its statutory right of retention, shall be entitled to open the Storage Facility and dispose of its contents in accordance with the laws of the Principality of Liechtenstein on compulsory execution. The unclaimed part of the contents of the Storage Facility shall be made available to the Lessee or deposited with the court. The Lessor shall prepare an inventory of the contents of the Storage Facility.

### **16. Notices**

Notices from the Lessor shall be deemed to have been delivered to the Lessee if they have been sent to the last address provided by the Lessee or by e-mail to the last e-mail address provided by the Lessee. If the mail is to be held in accordance with the Lessee's instructions, deliveries shall be deemed to have been made on the day of the notice. Irrespective of instructions by the Lessee to hold mail, the Lessor shall terminate the contract by registered letter to the last address provided by the Lessee in accordance with Section 2.

### **17. Data protection provisions**

Processing the personal data of customers, contractual partners and, if applicable, third parties is necessary in connection with the provision of services by the Lessor. If the customer provides the Lessor with such data, the Lessor assumes that the customer is entitled to do so.

The Lessor processes personal data of the customer, as well as that of contractual partners, employees and other third parties disclosed by the customer, in accordance with the applicable data protection provisions. Further information about the Lessor's data protection practices and the rights of the customer were provided to the customer upon conclusion of the contract, may be obtained at any time from the Lessor and may also be accessed at [www.trisuna-lagerhaus.li](http://www.trisuna-lagerhaus.li).

### **18. Changes to the terms and conditions / Service fees**

The Lessor reserves the right to modify these T&Cs at any time. Changes to the T&Cs will be communicated to the Lessee in writing, or by other appropriate means, and shall be deemed to have been approved if no objection is received within one month.

### **19. Applicable Law and jurisdiction**

The entire contractual relationship between the Lessor and the Lessee is subject to the laws of the Principality of Liechtenstein. The place of performance for Lessees domiciled abroad, and exclusive place of jurisdiction for all disputes, is Vaduz. The foregoing notwithstanding, the Lessor shall be entitled to file suit at the Lessee's domicile or in any other court of competent jurisdiction.

### **20. Validity**

The foregoing T&Cs are effective from 1 December 2018 and supersede all previous rules/terms and conditions.