

General Terms and Conditions of Sale

STORAGE services

Our goal in drawing up these General Terms and Conditions is to inform our customers, as well as those who would like to become our customers, of the principles to which we are committed and that will allow for successful cooperation between our companies

Our values:

Honesty – Integrity – Fairness

Unless otherwise expressly agreed in writing, the General Terms and Conditions currently in effect apply and can be viewed at www.friderici.com The arbitral tribunal and the legal venue are those within the jurisdiction in which our registered office is located. Swiss Law alone applies. Friderici Special SA is referred to hereafter as the “warehouse keeper”.

1. Purpose of the agreement

The agreement relates to the performance of storage and storage logistics services. Herein, reference is made exclusively to the storage/warehousing of equipment and goods for our customers.

2. Obligations of the ordering party [the “storer”]

a) Goods to be stored

Before the storage process begins, the customer must inform Friderici of all relevant practical information required so that Friderici can perform the agreement safely, such as:

- Type of goods
- Actual net weight
- Dimensions
- Other specifics that must be taken into consideration, such as high-risk/hazardous goods, discreet processing, temperature sensitivity

3. Obligations of the contractor [“Friderici”, “warehouse keeper”]

The contractor (warehouse keeper) undertakes to provide appropriate surface areas for the goods stored to the customer or third parties.

4. Responsibility of the contractor [“Friderici”/ “warehouse keeper”]

For all our warehouse keeping activities, we comply with Article 472 et seq. of the Swiss Code of Obligations (CO) amended by the latest version in effect for warehousing of the Framework Conditions of SPEDLOGSWISS - the Association of Swiss Freight Forwarding and Logistics Companies.

In the event damage occurs for which we are responsible under the terms referred to above, our responsibility is limited to the amounts indicated in the SPEDLOGSWISS, notably:

- SDR 8.33 per gross kg (i.e. apx. CHF 10.00 per gross kg, depending on the exchange rate)
- Maximum amount per incident: SDR 20,000.00 (i.e. apx. CHF 26,000.00, depending on the exchange rate)

5. Insurance

As a warehouse keeper, we are not required to ensure the goods stored against the risks of fire, water damage and theft or of material damage caused by any other event, except when formally requested in writing by our customers, indicating the insurance value and the risk to be insured. The conditions and rates are available by simply submitting a request.

- The storer insures its own goods against all risks.
- In the cantons in which fire and natural catastrophe risks must be insured by cantonal institutions (for example, the ECA in the Canton of Vaud), our customers must contact them directly to insure these risks.

6. Termination of the contract and return of the goods

- Unless indicated otherwise in the warehousing agreement, the parties may terminate the agreement at any time, subject to six months’ notice for the end of a month.
- As soon as the contract comes to an end, the warehouse keeper may require the removal of the goods, failing which the warehousing tax, increased

by 50%, will be payable as damages until all the goods have been collected.

- The storer may only retrieve its goods when all the warehousing taxes have been paid.

7. Prices/invoicing

Unless otherwise agreed in writing, all the prices are net, and exclude discounts and VAT. Invoices are payable within 10 days. Any discount and/or other deduction is the subject of re-invoicing. The gross volume (m3) is invoiced. However, in the case of bulky or large goods or goods that cannot be stacked, invoices will be based on the surface/volume.

8. Right of retention and right to take legal action

- The warehouse keeper has a right of retention over all of the goods stored, which may be exercised at any time if the warehousing taxes are not paid.
- If the goods stored have been declared to be of no realizable value by the competent Debt Collection Office and/or Bankruptcy Office, the storer waives its right of ownership and hereby authorizes the warehouse keeper to dispose of them at the storer's cost.
- This agreement constitutes an acknowledgement of debt and right to a provisional release within the meaning of Article 82

9. Disclosure requirement

Potential damage observed and reservations the customer submits must be the subject of an indication made in writing by the storer or its representative at the time the observation is made. Potential damage that is not observed during the operations are disclosed to the warehouse keeper by registered letter within the seven days that follow the performance of the service.

10. Applicable law and jurisdiction

For all disputes related to a storage or logistics service performed by the warehouse keeper, the jurisdiction is that wherein the goods are stored, and Swiss law applies, in particular the legal provisions relating to the law governing transportation of goods contracts.



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FRIDERICI
SPECIAL 

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LEVAGE

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Exceptional is in our DNA