

GENERAL TERMS AND CONDITIONS OF BUSINESS, DELIVERY AND TERMS OF PAYMENT

I. SCOPE OF APPLICATION

All deliveries, services and offers are made exclusively on the basis of these terms and conditions. Deviations from these terms and conditions are only effective if the seller - Geiger Edelmetalle AG - confirms them in writing.

II. OFFER, CONCLUSION OF CONTRACT, PRICES

The offers on our website or in any other medium are subject to change and non-binding. A concrete, legally binding offer is only made when the potential customer places an order via our Internet store. The receipt of this order (offer of the potential customer) is immediately confirmed by e-mail. However, this confirmation is not yet a legally binding acceptance of the potential customer's offer. A legally binding acceptance of this offer and thus the conclusion of the purchase contract only takes place when the order confirmation, request for payment, invoice or delivery of the ordered goods to the customer is sent. If the potential customer's offer amounts to at least EUR 100,000 (in words: one hundred thousand euros) for deliveries within Germany and at least EUR 50,000 (in words: fifty thousand euros) for deliveries to other EU countries, such a legally binding acceptance can only come into effect if the potential customer first makes a down payment of 30% of the purchase price. The prices valid at the time of conclusion of the contract shall apply in euros plus the statutory value added tax. Shipping and packaging costs are charged separately.

III. RIGHT OF WITHDRAWAL

Consumers are generally entitled to a fourteen-day right of withdrawal for contracts concluded outside of business premises and for distance contracts.

(1) Right of withdrawal:

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods.

To exercise the right to cancel, you must inform us (Geiger Edelmetalle AG, Espenhain, Stromstrasse 6, 04571 Rötha, phone: 034297 9869-20, fax number: 034297 9869-33, e-mail: info@geiger-edelmetalle.de) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You can use the attached sample withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Please use only the following returns address for the return of goods:

Geiger Edelmetalle AG, Espenhain, Stromstrasse 6, 04571 Rötha

Geiger Edelmetalle AG

Chairman of the Supervisory Board: Prof. Dr. Guido Holzhauser
Board of Management: Adalbert Geiger, Dr. Rolf Müller-Syring,
Andreas Geiger, Marco Fahrenhold, Dr. Tony Leonhardt
Domicile: Rötha, Court of Registry Leipzig, HRB 43929, Ust-ID: DE259557176

Stromstraße 6, 04571 Rötha, GERMANY
+49 34206 6949-0
info@geiger-edelmetalle.de
www.geiger-edelmetalle.de

(2) Consequences of withdrawal:

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.

We may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earliest.

You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired.

You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

(3) Exceptions to the right of withdrawal:

The right of withdrawal does not apply to the following contracts (§ 312 g BGB):

a) for the delivery of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer,

b) contracts for the supply of goods or the provision of services, including financial services, the price of which depends on fluctuations in the financial market over which the trader has no control and which may occur within the withdrawal period, in particular services in connection with shares, units in open-ended investment funds within the meaning of Section 1 (4) of the German Investment Code and other tradable securities, foreign exchange, derivatives or money market instruments.

IV. DELIVERY, TRANSFER OF RISK

(1) The delivery period is 7 days, unless a different delivery period is specified for the respective product. In this case, the specified delivery period shall apply. In the case of payment in advance, the delivery period begins on the day the payment order is issued to the transferring bank. If the last day falls on a Sunday or a public holiday recognized by the state at the place of delivery, the next working day shall take the place of such a day.

(2) The risk of accidental loss and accidental deterioration shall pass to the Buyer upon handover of the delivery item. If the Buyer is in default of acceptance, this shall be deemed equivalent to handover.

(3) The Buyer must inspect the goods immediately after delivery by the Seller and, if a defect is found, notify the Seller of this immediately. If the Buyer fails to notify the Seller, the goods shall be deemed approved, unless the defect was not recognizable during the inspection.

V. TERMS OF PAYMENT, DEFAULT, COUNTERCLAIMS

(1) Payment methods and due dates

Payment is generally due in full in advance via bank transfer. If the goods are picked up in person at a store, the seller may alternatively allow cash payment upon pickup (cash transaction). The purchase amount is due immediately upon receipt of the invoice or payment request/order confirmation. If pickup at a branch has been agreed upon, payment is due upon receipt of the notification that the goods are ready for pickup, provided that cash payment was agreed upon. The following determines whether payment is timely:

- for bank transfers: full and unconditional receipt of payment in our business account,
- for cash transactions: full payment upon handover of the goods.

In cash transactions, the goods are handed over exclusively upon full payment. Only then is it possible to repurchase the goods.

(2) Default

a) Contractor

If the buyer is a business, they shall be in default without the need for a reminder upon expiry of a payment period of 7 days following receipt of the invoice or payment request/order confirmation, in accordance with Section 286(2)(1) of the German Civil Code (BGB).

The interest rate for late payment is 9 percentage points above the applicable base rate (Section 288(2) BGB).

b) Consumers

If the buyer is a consumer, they shall be in default without the need for a reminder upon the expiry of a payment period of 7 days following receipt of the invoice or payment request/order confirmation, in accordance with Section 286(2)(1) of the German Civil Code (BGB).

If a specific calendar-based payment deadline has been agreed, the consumer shall be in default upon expiry of this deadline in accordance with Section 286(2)(1) of the German Civil Code (BGB), even without a reminder.

Irrespective of this, the consumer shall be in default at the latest 30 days after the due date and receipt of the invoice or payment request/order confirmation, provided that this legal consequence has been expressly stated in the invoice or payment request/order confirmation (Section 286(3) of the German Civil Code (BGB)).

In the event of default, the consumer shall owe default interest at a rate of 5 percentage points above the relevant base rate (Section 288(1) of the German Civil Code (BGB)).

c) Further consequences of default

Regardless of whether the buyer is a business or a consumer, we are entitled, in the event of late payment, to take legal action without further notice, in particular to initiate court-ordered debt collection proceedings.

The buyer shall bear the legal costs incurred as a result, provided that the legal requirements are met.

The assertion of further statutory claims, in particular claims for damages and the right to withdraw from the contract in accordance with statutory provisions, remains unaffected.

(3) Set-off and rights of retention

The buyer shall only be entitled to set-off or retention rights if their counterclaims have been legally established, are undisputed, have been acknowledged by us in writing, or arise from the same contractual relationship.

(4) Cancellation in the event of non-payment

If payment is not made by the due date, we are entitled, in accordance with the statutory provisions, to withdraw from the contract after setting a reasonable deadline. No deadline need be set if the statutory conditions for this are met.

The same applies in the event of an agreed cash payment and failure to collect the goods within the payment period.

(5) Compensation and capital losses

For goods whose price is subject to market fluctuations (in particular precious metals), the price is fixed and becomes binding upon conclusion of the contract.

This applies regardless of whether payment is made by bank transfer or in cash.

The agreed price remains binding regardless of subsequent market or price changes.

If the contract is rescinded due to non-payment or failure to collect the goods for which the buyer is responsible, we are entitled to claim compensation for the actual loss incurred.

The loss may, in particular, consist of a price loss.

A price loss occurs if the net purchase price actually realised at the time of contract termination is lower than the contractually agreed net purchase price.

The sole determining factor is the market price actually realised by us at the time of rescission.

The buyer expressly has no claim to a share in any price gain that may have occurred in the meantime.

In addition to calculating any price loss, we shall charge a flat-rate cancellation fee of euro 50.00 including VAT.

Claims shall be asserted exclusively within the framework of the statutory provisions on damages. The buyer reserves the right to prove that no damage has been incurred or that the damage incurred is significantly less.

VI. RESERVATION OF TITLE

(1) The delivered goods shall remain our property until full payment of the remuneration and all existing claims arising from the business relationship with the buyer. If the goods are resold, the claims against the buyer shall be transferred to us.

(2) If the Buyer acts in breach of contract, in particular in the event of default in payment or breach of one of the aforementioned obligations, we shall be entitled to withdraw from the contract and demand the return of the delivery item.

(3) Precious metals which we make available to the supplier shall remain our property and shall be separately marked as our property by the supplier. The supplier is permitted to process or transform the precious metal ("processing") within the scope of his order. Processing shall be carried out for us. However, if the value of the precious metal owned by us is less than the value of the processing, we shall acquire co-ownership of the new goods in the ratio of the value (gross invoice value) of the processed precious metal to the value of the processing at the time of processing.

Retentions of title by the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier retains title. In particular, extended or prolonged reservations of title are not permitted.

VII. WARRANTY

(1) The buyer has the choice of whether the supplementary performance is to take the form of a replacement delivery or rectification of the defect. The type of subsequent performance chosen by the Buyer may be refused by us if it is impossible or only possible at disproportionately high cost.

(2) If subsequent performance fails, the Buyer may - without prejudice to further claims for damages - withdraw from the contract or reduce the remuneration owed. In the case of only minor defects, however, the Buyer shall not be entitled to withdraw from the contract.

(3) If the purchase is a commercial transaction for both parties, the Purchaser must inspect the goods immediately upon receipt, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, notify the Supplier immediately. If the Purchaser fails to give such notice, the goods shall be deemed to have been approved, unless the defect was not recognizable during the inspection. Otherwise, §§ 377 ff. HGB.

VIII. PROPERTY RIGHTS

(1) In the case of custom-made products according to the customer's specifications, the customer warrants that all templates provided for this purpose are free of third-party property rights or that he is authorized to use the templates for the execution of this contract by the owner of the property right. The customer un-

dertakes to indemnify us against all claims, including reasonable costs of legal defense, which third parties raise against us in connection with the execution of this contract from the point of view of the infringement of property rights.

(2) We reserve the title and/or copyright to all drawings, illustrations, graphics, drafts and similar media produced by us for the fulfilment of the order. Without our express written consent, the customer may not use or reproduce these either in the specific design or in any other form or for other products itself or through third parties. The items referred to in sentence 1 of this paragraph shall be available to the customer for follow-up orders placed with us within six months of completion of the order. Thereafter, we shall be entitled to destroy them unless the customer has previously requested us in writing to continue storing them.

IX. LIMITATION OF LIABILITY

Claims for damages and reimbursement of expenses by the buyer, regardless of the legal grounds (in particular due to breach of duties arising from the contractual obligation or unauthorised action), are excluded unless liability is mandatory, e.g. in the event of intent, gross negligence, injury to life, limb or health, breach of material contractual obligations or in the event of liability under the Product Liability Act.

X. DELIVERY DISRUPTIONS DUE TO FORCE MAJEURE OR SIMILAR EVENTS

If non-compliance with a binding delivery date is demonstrably due to force majeure or a similar event (e.g. trade blockades, shortage of raw materials, industrial action), the delivery obligation shall be suspended for the period for which the impediment to performance exists. If the fulfilment of the contract becomes impossible or unreasonably difficult for us in whole or in part for a period of at least 10 weeks for the aforementioned reasons, both we and the buyer may withdraw from the contract in whole or in part.

We shall inform the purchaser as soon as possible of the occurrence of force majeure or a similar event, stating the specific reason and the extent to which this affects the fulfilment of the contract. In the event of cancellation of the contract, any advance payments made by the customer will be refunded immediately.

Claims for damages due to non-fulfilment or delayed delivery are excluded if the non-fulfilment or delay is due to force majeure or similar events.

XI. CONSUMER DISPUTE RESOLUTION

We are neither obliged nor willing to take part in dispute resolution proceedings before a consumer arbitration board.

XII. FINAL PROVISIONS

(1) The law of the Federal Republic of Germany shall apply.

(2) If the buyer or seller is a merchant, the registered office of Geiger Edelmetalle shall be the exclusive place of jurisdiction. The same place of jurisdiction shall apply if the contractor has no general place of jurisdiction in the Federal Republic of Germany at the time of the initiation of legal proceedings.

(3) The contract shall remain binding in its remaining parts even if individual provisions are legally invalid. Should a provision be invalid in whole or in part, the contracting parties shall immediately endeavour to achieve the economic success intended by the invalid provision in another, legally permissible manner.