

GEIGER EDELMETALLE

Aktiengesellschaft

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
Headquarters: Osterwiesenstrasse 35, 73574 Iggingen, GERMANY
Court of Registry: Ulm, HRB 749061

ADDRESS: Stromstrasse 6, 04571 Rötha, GERMANY
PHONE: +49 34206 6949-0
FAX: +49 34206 6949-184
EMAIL: info@geiger-edelmetalle.de
WEB: 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) All payments are to be made without any deductions either in advance or in cash if the customer collects the goods from a branch. In the case of advance payment, the invoice amount is due for payment immediately upon receipt of the invoice by the customer. In the case of self-collection, the invoice amount is due for payment within 14 days of the customer being informed that the goods are available in the branch chosen by the customer. If the customer does not pay within 14 days of the due date, he shall be in default without any further reminder. The default interest rate is 5 percentage points above the prime rate for consumers and 8 percentage points above the prime rate for entrepreneurs.

(2) Payments shall be made in cash or by bank transfer. Payments by credit card or check are not accepted. Payments shall only be deemed to have been made when we can dispose of the amount in our bank account without loss.

(3) For cash purchases in our stores, the invoice must be paid within seven days of notification of readiness for collection.

(4) The exercise of a right of retention against the payment by the Buyer is excluded, insofar as the right of retention is not based on the same contractual relationship. The Buyer shall only be entitled to offset if a counterclaim has been legally established, is undisputed and has been recognized by us.

(5) If the buyer acts in breach of contract, in particular in the event of default in payment, we shall be entitled to withdraw from the contract and to charge any reminder and cancellation fees incurred as well as any exchange losses. The price loss shall be made up of the agreed net purchase price less the net purchase price at the time of cancellation.

VI. EIGENTUMSVORBEHALT

(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 undertakes 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

The European Commission provides a platform for online dispute resolution (ODR), which you can find here <http://ec.europa.eu/consumers/odr/>. Consumers have the option of using this platform to settle their disputes. Geiger Edelmetalle AG is neither willing nor obliged to participate 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.