

# GEIGER EDELMETALLE

Aktiengesellschaft

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

### I. Scope

All deliveries, services and offers are based exclusively on the present Terms & Conditions. Any exceptions from these Terms & Conditions shall only be valid if confirmed by the buyer in writing.

### II. Offer, contract conclusion, prices

Our offers are subject to prior sale and non-binding. When ordering from our Internet shop, receipt of the order will be confirmed immediately by email. The contract of sale is concluded and becomes effective if the customer receives either the order confirmation, payment request, invoice or the ordered goods. This order receipt confirmation does not represent a binding acceptance of the order. If the prospect's offer for deliveries within Germany amounts to at least 100,000 euros (in words: one hundred thousand euros) and for deliveries to other EU countries at least 50,000 euros (in words: fifty thousand euros), such a legally binding arrangement can only be effective if the prospect first makes an advance payment of 30% of the purchase price. Applicable are the prices in Euro plus statutory value-added tax valid on the day of contract conclusion. Shipping and packaging costs are charged separately.

### III. Cancellation, return privilege

Consumers are generally entitled to a right of cancellation within fourteen days in the case of contracts concluded outside business premises and in distance sales.

(1) Cancellation Rights: You may cancel this contract within fourteen days without giving a reason. The cancellation period equals fourteen days from the day on which you or another third party whom you have nominated who is not a carrier has taken possession of the merchandise. To exercise your cancellation right you must notify us (Geiger Edelmetalle AG, Espenhain, Stromstraße 6, 04571 Rötha, phone: +49 34297 9869-20, fax: +49 34297 9869-33, email: [info@geiger-edelmetalle.de](mailto:info@geiger-edelmetalle.de)) by means of a clear statement (e.g. a letter sent by mail, a fax or an email) about your decision to cancel this contract. To do this you may use the enclosed Muster-Widerrufsformular (model cancellation form), the use of which however is not compulsory. To comply with the cancellation period you must only submit the notice of your decision to exercise your cancellation right within the cancellation period. When returning merchandise please only use the following returns address:

#### **Geiger Edelmetalle AG**

Stromstr. 6  
04571 Rötha, Germany  
EMAIL: [info@geiger-edelmetalle.de](mailto:info@geiger-edelmetalle.de)  
FAX: +49 34297 9869-33

#### **Geiger Edelmetalle AG**

Chairman of the Supervisory Board: Prof. Dr. Guido Holzhauser  
Board of Management: Adalbert Geiger, Dr. Rolf Müller-Syring  
Domicile: Rötha / Court of Registry: Leipzig, HRB 35494  
VAT ID: DE259557176  
Bank: Leipziger Volksbank eG, IBAN: DE33860956040002753421, BIC/SWIFT: GENODEF1LVB

ADDRESS: Stromstrasse 6, 04571 Rötha, GERMANY  
PHONE: +49 34297 9869-20  
FAX: +49 34297 9869-33  
EMAIL: [info@geiger-edelmetalle.de](mailto:info@geiger-edelmetalle.de)  
WEB: [www.geiger-edelmetalle.de](http://www.geiger-edelmetalle.de)

(2) Consequences of a Cancellation: When you have cancelled this contract we are obliged to repay all payments received from you including the delivery costs (except for any additional costs incurred if you have chosen a different delivery method than our preferred standard delivery), immediately and no later than within fourteen days from the day on which we receive the notice that you have cancelled this contract. Unless explicitly arranged otherwise, we will be transacting this repayment using the same payment method you used during the original transaction; in no case will we be charging you a fee for this repayment. We are entitled to withhold repayment until we have either received the merchandise or until you have furnished proof that you have returned the merchandise to us, whichever occurs first.

You must return or surrender the merchandise immediately or no later than within fourteen days from the day on which you have notified us of your decision to cancel the contract. The deadline has been met if you dispatch the merchandise before the time of fourteen days has lapsed.

You are responsible for carrying the direct costs of returning the merchandise.

You are only responsible for compensating a loss in the value of the merchandise when this loss has occurred by handling the merchandise more than is necessary to inspect its quality, its properties and its functionality.

(3) Exemptions to the Cancellation Right: The following contracts are exempted from the cancellation right (Section 312 g of the German Civil Code BGB):

a) the supply of goods that are not ready made but which are rather being made to order or which are clearly being adapted to the customer's personal requirements,

b) contracts for supplying goods or providing services, including financial services, whose price is determined by fluctuations of the financial markets which the company is unable to influence and which can occur within the cancellation period, here particularly with regard to services in connection with shares, with shares in open investments within the meaning of section 1 subsection 4 of the investment law book and with regard to other tradable securities, foreign currency, derivatives or money market instruments.

#### **IV. Delivery, passage of risk**

(1) The delivery time is 7 days, unless another date of delivery is indicated directly at the product. In this case this delivery time is valid. The delivery time starts when the customer has made its payment in advance at the day the bank has received the payment order by the customer. If the last day of the delivery time should be a Sunday or a statutory holiday recognized at the delivery's destination so the last day of the delivery time will be the next working day.

(2) The risk of accidental loss and accidental deterioration shall pass to the buyer when the delivery item is handed over. If the purchaser defaults in taking delivery this shall be deemed equivalent to the handover.

#### **V. Terms of payment, delay in payment, counterclaims**

(1) All payments of the invoices amount are due immediately without deduction in advance.

In the case of self collection in one of our offices cash payment is possible as well.

In the case of payment in advance it is agreed upon that the invoice amount is due for payment immediately after the receipt of the invoice by the customer.

In the case of self collection is the amount of the invoice due for payment within 14 days after the information to the customer on the providing of the goods in the office chosen by the customer.

In the event the customer does not pay within 14 value days, the purchase shall be deemed to be in delay without a letter of reminder. The interest rate on arrears shall be 5 % above the applicable base rate.

(2) Payment is made in cash, by bank transfer or by direct debit. Payment by credit card or cheque is not accepted. Payment shall only be regarded as made when the amount is accessible to us on our bank account

without deduction; in the case of direct debit this shall be when the amount has been fully transferred to our account and no retransfer note has been received by us.

(3) In the event of cash purchase in our offices the invoice is due for payment within 7 days after the information if the availability of the goods.

(4) The purchaser shall not be able to exercise a right of retention with respect to the payment, if the right of retention is not based on the same contractual relationship. The purchaser shall only be entitled to set off an amount in his favour when a counterclaim has been decided finally and unappealably, and when this is recognized by us and not contested.

(5) If the purchaser acts in violation of contract, particularly in the case of delay in payment, we shall be entitled to withdraw from the contract and invoice the purchaser for the corresponding dunning and cancellation charges and possible market losses. The market loss is the difference between the net purchase price agreed upon between the parties and the net purchase price at the market of the respective precious metal at the point of time of cancellation.

## **VI. Reservation of ownership**

(1) The goods supplied shall remain our property until they are paid in full together with all the existing accounts receivable as a result of the business relations with the purchaser. If the goods are resold, then the claims against the recipient shall be transferred to us.

(2) If the purchaser acts in violation of contract, particularly in the case of delay in payment or violation of any of the above obligations, we shall be entitled to withdraw from the contract and demand return of the item delivered.

(3) Precious metals which we provide to the supplier remain our property, and the supplier shall identify them separately as our property. Within the scope of his contract, the supplier may machine or reshape ("machine") the precious metal. The machining work will be carried out on our behalf. However, when the value of the precious metal owned by us is less than the value of the machining work, we will acquire a joint ownership of the new goods in relation to the value (gross invoice value) of the precious metal being machined to the value of its machining at the time.

The supplier's reservation of title will only apply insofar as our payment obligations affect those products to which the supplier has reserved his title. In particular extended or prolonged reservations of title are not permitted.

## **VII. Warranty**

(1) The purchaser may choose whether the supplementary performance shall be by substitute delivery or remedy of the defect. The type of supplementary performance chosen by the purchaser may be refused by us if it is impossible or only possible at disproportionately high costs.

(2) If a supplementary performance is unsuccessful, the purchaser may withdraw from the contract – without prejudice to further claims for damages – or reduce the payment owing. However, in the case of minor defects the purchaser shall not have the right to claim rescission of contract.

(3) If the purchase is for the parties involved a business of transaction the customer has to prove the goods delivered immediately after receipt and to report to Geiger Edelmetalle AG in case of defect, if it is possible within the course of business of the customer. In the case of omitting to report the defect to Geiger Edelmetalle AG, so the goods are classified as accepted except if the defect wasn't visible in the course of examination by the customer. The §§ 377 following of the German Trade Act are valid besides.

### **VIII. Protective rights**

(1) If Geiger Edelmetalle is manufacturing a special model according custom's request, the customer has to assure that all documents, patterns, images, etc. delivered by him are free of copyrights or patent rights of third parties or he may assure that he is authorized by the owner of the copyrights to use them in order to carry out this project.

The customer obliges itself to release us from all possible claims of violation of above mentioned protected rights third parties could raise against us in the connection of this project including adequate costs for the defence of our rights.

(2) We reserve all rights on property and /or the copyrights for all paintings, drawings, images, graphics, drafts and other products in all medias we produced in order to fulfil the order. The customer is not authorized to use or to copy the above mentioned products by itself or to transmit them to third parties neither in the given shape nor in a changed shape without our written approval.

The items according sentence 1 of this paragraph are at the disposal of the customer for follow-up orders carried out by us within 6 months after finishing the first order. After it we are justified to destroy these items unless the customer hasn't demanded in writing a continuation of their further storage.

### **IX. Limitation of liability**

Claims for damages and repayment of expenses, regardless on which legal basis (in particular with respect to breach of duty arising from the relationship under the law of obligations or in the case of tort), are excluded unless the liability is obligatory, e.g. in the case of intent; gross negligence; damage to life, body or health; violation of essential contractual obligations; or in the case of liability in accordance with the Product Liability Act.

### **X. Disturbances of delivery owing to an act of God or similar incidents**

(1) If Geiger-Edelmetalle fails to comply a binding date of delivery demonstrably because an act of God or similar incidents (for example trade blockades, lack of raw materials, form of industrial action, etc.), the obligation of delivery will be suspended as long as the disturbance persists.

(2) The seller and the purchaser equally may withdraw from the contract partly or completely if its implementation is obviously impossible or unduly hindered due to the before mentioned reasons for at least 10 weeks.

The purchaser will be informed as soon as possible if the act of God or similar incidents are occurring and as far as the implementation of the contract is affected.

(3) Advance concessions by the customer will be reimbursed immediately in case of withdrawal from the contract.

Claims for compensation are excluded if the non-fulfilment or delay is owed to an act of God or similar incidents.

### **XI. Online Dispute Resolution**

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed under <http://ec.europa.eu/consumers/odr/>. The company Geiger Edelmetalle AG will not participate in any dispute settlement procedure.

### **XII. Concluding provisions**

(1) Applicable is the law of the Federal Republic of Germany.

(2) If the purchase is for one of the parties involved a business of transaction the only place of jurisdiction will be the seat of the Geiger Edelmetalle AG. The same place of jurisdiction is agreed upon if the contractor does not dispose of a general place of jurisdiction in the Federal Republic of Germany at the time the juridical trial starts.

(3) Should any of these provisions be wholly or partially invalid, the validity of the other provisions shall not be affected thereby. Should one of the provisions be wholly or partial invalid, the parties of the contract will try immediately to achieve the economic success intended by application of means different but permissible in law.