

GENERAL TERMS AND CONDITIONS OF CUSTODY

1 Scope of application

We offer our customers the opportunity to store their precious metals in insured collective storage in high-security vaults/bonded warehouses. All our offers and services relating to storage in the precious metal depository are based exclusively on these General Terms and Conditions. For purchases, sales and deliveries, our corresponding General Terms and Conditions shall apply. Deviations from these contractual conditions are only effective if we confirm them in writing.

2 Offers

All our offers for the storage of precious metals in the precious metal depository are subject to change and non-binding. Only the customer's application constitutes a concrete and legally binding offer. A storage contract is only concluded upon our written confirmation, but at the latest when the precious metals are stored.

3 Duration of the contract

The contract is concluded for an indefinite period.

It can be terminated at any time by the customer and by us without notice if the minimum storage value falls below EUR 10,000. In the case of storage above the minimum storage value of EUR 10,000, we may terminate the contract with three months' notice to the end of the year. Complete delivery or complete sale of the stored precious metals shall be equivalent to termination by the customer.

Otherwise, the right to terminate the contract for good cause remains unaffected. In particular, we may terminate the precious metal deposit contract without notice if the customer is more than two months in arrears with the payment of the storage fees and a reasonable grace period for payment set for the customer has expired without result.

Termination must always be in writing.

4 Insurance cover

The precious metals stored by the customer are covered by insurance. The entire inventory of the vault is insured in full against burglary, robbery and fire.

5 Prices, terms of payment, counterclaimse

The storage fees, minimum fees and handling costs specified in the price list shall apply.

The storage fees shall be invoiced in arrears on December 31 of the calendar year or at the end of the contract term during the year. They must be paid within two weeks of receipt of the invoice. Payments are made by SEPA direct debit.

The customer may not exercise a right of retention unless the right of retention is based on the same contractual relationship. The customer shall only be entitled to offset if a counterclaim has been legally established, is undisputed and/or has been recognized by us.

6 Consumer dispute resolution procedure

The European Commission provides a platform for online dispute resolution (OS), which you can find at the following link (<http://ec.europa.eu/consumers/odr/>). Consumers have the option of using this platform to resolve their disputes. We are not willing or obliged to participate in a dispute resolution procedure at a consumer arbitration board.

7 Information on revocation

Consumers who conclude the precious metal deposit contract outside our business premises have a statutory right of revocation. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside his trade, business or profession (§ 13 BGB).

The statutory provisions and the regulations set out in detail in the following apply to the right of withdrawal

Cancellation policy:

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The revocation period is fourteen days from the date of conclusion of the contract.

To exercise the right to cancel, you must inform us (GEIGER EDELMETALLE AG, Stromstraße 6, 04571 Rötha, phone: + 49 (0) 34206 6949-160, fax: + 49 (0) 34206 6949-184, e-mail: edelmetalldepot@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 withdrawal form on the website www.geiger-edelmetalle.de/widerrufsrecht, 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.

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; in no case will you be charged any repayment fees for this repayment.

8 Limitation of liability

Claims for damages - of whatever nature - against us are excluded if we or our legal representatives and vicarious agents have acted with slight negligence. We shall be liable in accordance with the statutory provisions if claims for damages are asserted which are based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. The same shall apply in the event of a breach of a material contractual obligation. Material contractual obligations are obligations with which the contract stands or falls. However, our liability is limited to the foreseeable, typically occurring damage, except in the case of willful misconduct. Liability for culpable injury to life, limb or health remains unaffected. This also applies to mandatory liability under the Product Liability Act. Insofar as our liability for damages is excluded or limited, this shall also apply to the personal liability for damages of our employees, staff, representatives and vicarious agents.

9 Final provisions

No ancillary agreements have been made to this Precious Metal Depository Agreement. Amendments and additions to this Precious Metal Depository Agreement and the waiver of the formal requirement must be made in writing, whereby electronic form is sufficient.

Should one of the above provisions be invalid, this shall not affect the validity of the remaining clauses. The parties are obliged to replace the invalid provision with a provision that comes as close as possible to the invalid clause. The same shall apply if a point requiring regulation has not been regulated without being recognized.

This contract is subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In the event of a dispute, the parties shall first endeavor to reach an amicable out-of-court solution. To the extent permitted by law, Dresden is agreed as the place of jurisdiction.