

GENERAL TERMS AND CONDITIONS

KOOS EDELMETALLE GmbH, Steinbeisstrasse 1, 71272 Renningen

Date: November 2023

Our GENERAL TERMS AND CONDITIONS apply exclusively. Insofar as these do not contain any regulations, the law applies. We do not recognise any terms and conditions of the Contractual Partner that conflict with or deviate from our GENERAL TERMS AND CONDITIONS or from the law to our detriment, unless we have expressly agreed to their validity in writing. Our GENERAL TERMS AND CONDITIONS also apply if our contractual services or deliveries are provided without reservation in the knowledge of the Contractual Partner's terms and conditions that conflict with or deviate from our GENERAL TERMS AND CONDITIONS or deviate from the law to our detriment. Our GENERAL TERMS AND CONDITIONS also apply to all future transactions with the Contractual Partner.

I. Information about the company

KOOS Edelmetalle GmbH

Registered office: Steinbeisstraße 1
D-71272 Renningen

Represented by the Managing Director:
Sven-Michael Koos

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Telephone: +49 (0)7159-9274-0
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Register court: District Court of Stuttgart
Registration number: HRB 252425
VAT identification number: DE 147 867 079

We are active in the business areas of precious metals, scrap, jewellery and dental.

II. General Terms and Conditions for the precious metals, scrap, jewellery, and dental areas

1. Quotations and cost estimates, subsequent changes to the content of the Contract

1.1. Our offers and cost estimates are – unless expressly stated as firm – subject to change and non-binding.

1.2. We reserve all rights to all offer and contract documents, in particular drafts, drawings, illustrations, etc. as well as samples, models, and prototypes, insofar as they are not granted to the Contractual Partner in accordance with the meaning and purpose of the Contract or on the basis of an express agreement. Offer documents as well as samples, models and prototypes must be returned to us immediately upon our request if the order is not placed with us. The Contractual Partner cannot assert a right of retention in this regard.

2. Prices, terms of payment, reservation of subsequent performance

2.1. We reserve the right to increase our prices appropriately if, after the conclusion of the Contract, cost increases for which we are not responsible, in particular due to collective bargaining agreements or changes in material prices, occur. We will provide proof of this to the Contractual Partner upon request.

2.2. Our prices are, unless otherwise agreed, ex works excluding postage, shipping, freight, packaging, and insurance. VAT will be charged additionally at the rate prescribed by law.

2.3. Unless otherwise agreed, payments by the Contractual Partner are due immediately and without deduction. The deduction of a cash discount requires a special written agreement. The Contractual Partner shall be in default ten days after the due date without further statements on our part if it has not paid. In all other respects, the consequences of payment delays are subject to the statutory provisions.

2.4. We are entitled to demand reasonable advance payments plus the statutory amount of VAT attributable to them.

2.5. Bills of exchange and cheques will only be accepted on account of payment, and bills of exchange only with prior written agreement. The discount, the expenses and the costs associated with the collection of the bill of exchange and cheque amount are to be borne by the Contractual Partner and are due for payment immediately. Fulfilment shall only take effect upon the cashing of the cheques or bills of exchange and our release from any liability.

2.6. The Contractual Partner is only entitled to rights of set-off if its counterclaims have been legally established or are undisputed or acknowledged. The Contractual Partner is only entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

3. Delivery or performance times, delays in delivery or performance for which we are not responsible, delay in delivery or performance, impossibility, default of acceptance, violation of obligations to cooperate

3.1. The specified delivery or performance times are only fixed dates if they are expressly specified as such.

3.2. Compliance with delivery or performance obligations, in particular delivery dates, requires:
- the timely and proper fulfilment of any obligations to cooperate on the part of the Contractual Partner, in particular the receipt of documents and information to be supplied by the Contractual Partner;
- the clarification of all technical details with the Contractual Partner;
- the receipt of agreed advance payments or the opening of agreed letters of credit;
- the existence of any necessary regulatory approvals and licences. We reserve the right to raise the objection of non-performance of the Contract.

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- the clarification of all technical details with the Contractual Partner;
- the receipt of agreed advance payments or the opening of agreed letters of credit;
- the existence of any necessary regulatory approvals and licences. We reserve the right to raise the objection of non-performance of the Contract.

3.3. Delays in delivery or performance for which we are not responsible:

3.3.1 We are not responsible for delays in delivery or performance due to the following impediments to delivery and performance – unless a procurement risk or a guarantee has been assumed as an exception, especially with regard to compliance with deadlines or delivery dates – and the same applies if these impediments occur with our suppliers or their subcontractors: circumstances of force majeure as well as impediments to delivery and performance – which occur after conclusion of the Contract or of which we only become aware after conclusion of the Contract through no fault of our own – and in respect of which we can prove that we could not have foreseen and prevented them even with due care and that we are not at fault in this respect in terms of acceptance, precaution, and avoidance.

Under the aforementioned conditions – occurrence or discovery through no fault of our own only after conclusion of the Contract, unpredictability and unavoidability proven by us – these include in particular: justified industrial action (strikes and lockouts); interruptions/disruptions of operation; scarcity of raw materials; failure of operating and auxiliary materials.

3.3.2 Claims for damages by the Contractual Partner are excluded in the event of delays in delivery and performance within the meaning of Section 3.3.1.

3.3.3 In the event of a definitive impediment to delivery and performance within the meaning of Section 3.3.1, each contractual party shall be entitled to terminate the Contract immediately by rescission in accordance with the statutory provisions.

3.3.4. In the event of a temporary impediment to delivery and performance within the meaning of Section 3.3.1, we are entitled to postpone deliveries and services for the duration of the hindrance plus a reasonable start-up time. If we prove to the Contractual Partner that delivery and performance are unreasonably difficult, we are entitled to rescind the Contract. The Contractual Partner has the right to rescind the Contract under the conditions set out in Section 3.5, below. Section 323 para. 4 of the German Civil Code (BGB) applies accordingly to our right of rescission. With regard to the Contractual Partner's right of rescission, the regulations pursuant to Section 323 para. 4 to 6 of the German Civil Code (BGB) apply. For the legal consequences of the rescission, Section 326 BGB and the references therein apply accordingly; deliveries or services of the Contractual Partner that have already been provided and are not owed can then be reclaimed by the latter in accordance with Sections 346 to 348 BGB.

3.4 Delays in delivery or performance for which we are responsible:

We are liable for delays in delivery or performance for which we are responsible in accordance with the statutory provisions with the following limitation with regard to the amount of liability:

3.4.1 Damages in addition to performance (Section 280 para. 2 in conjunction with Section 286 BGB):

In the absence of intent or gross negligence on our part or on the part of our legal representatives or vicarious agents, we shall owe a lump sum compensation for delay in the amount of 0.5% of the net invoice amount of the deliveries or services affected by the delay for each completed week of delay, but not more than 5 % of the net invoice amount. In the event of gross negligence on our part or on the part of our legal representatives or vicarious agents, our liability for damages shall be limited to the foreseeable, typically occurring damage.

3.4.2 Damages in lieu of performance (Section 281 BGB):

Our liability shall be limited to the foreseeable, typically occurring damage, unless the delay in delivery or performance is based on an intentional or grossly negligent breach of contract for which we, our legal representatives or vicarious agents are responsible.

3.4.3 The above limitations of liability do not apply:

3.4.3.1 insofar as the Contractual Partner has, in the Contract, tied its further interest in performance to the timely performance (fixed-date transaction);

3.4.3.2 insofar as, as a result of a delay in delivery for which we are responsible, the Contractual Partner is entitled to assert that its interest in the further performance of the Contract has ceased to exist;

GENERAL TERMS AND CONDITIONS

3.4.3 The above limitations of liability do not apply:

3.4.3.1 insofar as the Contractual Partner has, in the Contract, tied its further interest in performance to the timely performance (fixed-date transaction);

3.4.3.2 insofar as, as a result of a delay in delivery for which we are responsible, the Contractual Partner is entitled to assert that its interest in the further performance of the Contract has ceased to exist;

3.4.3.3 if, exceptionally, we have expressly assumed a procurement risk or a guarantee precisely with regard to compliance with deadlines or delivery dates.

3.5 If we can prove that we are not responsible for the delay, the Contractual Partner is only entitled to a right of rescission

3.5.1 if the latter has, in the Contract, tied its further interest in performance to the timely performance (fixed-date transaction); or

3.5.2 if it proves that due to the delay in delivery or performance, its interest in performance has ceased to exist or that it is unreasonable for it to maintain the contractual relationship.

In all other respects, Section 323 para. 4 to 6 of the German Civil Code (BGB) applies. The legal consequences of rescission are governed by the statutory provisions (Sections 346 et seqq. BGB).

3.6 If our deliveries or services are impossible, we shall be liable in accordance with the statutory provisions with following limitation with regard to the amount of liability:

Except in the case of intent or gross negligence on our part or on the part of our about legal representatives or vicarious agents, our liability for damages and reimbursement of futile expenses is limited to a total of 20% of the net invoice amount of our deliveries and services; in the case of gross negligence, to the foreseeable, typically occurring damage. This limitation of liability does not apply if, by way of exception, we have assumed a procurement risk.

The Contractual Partner's statutory right to rescind the Contract in the event of the impossibility of our deliveries or services remains unaffected.

3.7 We are entitled to perform partial deliveries or services to the extent that is reasonable for the Contractual Partner.

3.8 If the Contractual Partner is in default with the acceptance or approval at the place of performance, the collection or call-off of the goods – even in the case of any partial deliveries – or if delivery is delayed in any other way for reasons for which the Contractual Partner is responsible, or if the Contractual Partner culpably violates other obligations to cooperate, we shall be entitled – without prejudice to further statutory claims – to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to make further claims.

4. Transfer of risk, insurance

4.1. If sales law applies to our deliveries, the risk of accidental loss or accidental deterioration shall pass to the Contractual Partner as soon as the delivery has been handed over to the person or institution designated for the collection or execution of the delivery, but no later than when the goods leave our factory. This also applies to any deliveries made on the basis of a special agreement by our own vehicles or carriage and packaging paid, and also in cases in which we have undertaken assembly, installation, or other services at the Contractual Partner's premises.

4.2. In the event of delay in acceptance, approval, call-off or collection by the Contractual Partner or delay in our deliveries or services for reasons for which the Contractual Partner is responsible, the risk of accidental destruction or accidental deterioration shall pass to the Contractual Partner at the time at which the latter gets in default or at which the deliveries or services could have been made in accordance with the Contract if the Contractual Partner had acted in accordance with the Contract.

4.3. At the request of the Contractual Partner, the delivery shall be insured at its expense against theft, breakage, fire, water, and transport damage as well as other insurable damage from the transfer of risk.

5. Retention of title

5.1. We reserve ownership of the delivery items („goods subject to retention“) until all payments arising from the business relationship with the Contractual Partner have been received. The retention of title also extends to the recognised balance insofar as we book claims against the Contractual Partner in a current account (current account reservation). If a bill of exchange liability is established on our part in order to effect the payments to be made to us for the goods subject to retention, the retention of title shall not expire before our bill of exchange liability expires; if the cheque/bill of exchange procedure is agreed with the Contractual Partner, the retention shall also extend to the redemption of the bill of exchange accepted by us by the Contractual Partner and shall not expire when the cheque received is credited to us.

5.2. The Contractual Partner is entitled to resell the goods subject to retention in the ordinary course of business; however, it hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claims that arise from the resale against its buyers or third parties. If the Contractual Partner includes the claims arising from the resale of the goods subject to retention into a current account relationship with its buyer, the current account claim is assigned in the amount of the recognised balance; the same applies to the „causal“ balance in the event of the insolvency of the Contractual Partner. The Contractual Partner is entitled to collect the assigned claims even after their assignment. Subject to the provisions of insolvency law, this does not affect our authority to collect the claims ourselves; however, we undertake not to collect the claims as long as the Contractual Partner does not violate its contractual obligations, in particular properly fulfils its payment obligations, is not in default of payment

and no application for the opening of insolvency proceedings has been filed and payments have not been suspended. Transfer of title by way of security or pledge is not covered by the Contractual Partner's right to sell.

5.3. If our obligation in accordance with section 5.2. above, not to collect the claims ourselves ceases to exist, we are entitled – subject to the provisions of insolvency law – to revoke the right to resell and to take back the goods subject to retention or to demand the assignment of the Contractual Partner's claims for restitution against third parties. If we take back the goods subject to retention, this constitutes a rescission of the Contract.

Subject to the provisions of insolvency law, we may appropriately utilize the goods subject to retention taken back for the aforementioned reasons after prior warning and after setting a deadline; the utilization proceeds shall be offset against the liabilities of the Contractual Partner – less reasonable utilization costs.

Under the same the conditions that entitle us to revoke the Contractual Partner's right to resell, we may also revoke the collection authorisation and demand that the Contractual Partner discloses the assigned claims and their debtors, provides us with all the information required for collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment.

5.4. In the event of damage to or loss of the goods subject to retention as well as a change of possession and residence, the Contractual Partner must notify us immediately in writing. The same applies to seizures or other interventions by third parties so that we can introduce a lawsuit in accordance with Section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to Section 771 ZPO, the Contractual Partner is liable for the loss incurred by us. If the goods subject to retention are released without litigation, the costs incurred in this process can also be charged to the Contractual Partner, as can the costs of returning the seized goods subject to retention.

5.5. The processing or transformation of the goods subject to retention by the Contractual Partner shall always be carried out on our behalf. If the goods subject to retention are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention (final invoice amount including VAT) to the values of the other processed items at the time of processing or transformation.

In all other respects, the same provisions apply to the item created by processing or transformation as to the goods subject to retention. In respect of the item resulting from processing or transformation, the Contractual Party is granted an expectant right corresponding to its expectant right to the goods subject to retention.

5.6. If the goods subject to retention are inseparably mixed or combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention (final invoice amount including VAT) to the value of the other mixed or combined items at the time of mixing or combining. If the mixing or combining takes place in such a way that the item of the Contractual Partner is to be regarded as the main item, it is agreed that the Contractual Partner shall transfer co-ownership to us on a pro rata basis. The Contractual Partner holds the sole ownership or co-ownership for us.

5.7. For the event of the resale of our goods subject to retention after processing or transformation, the Contractual Partner hereby assigns its claims to remuneration in the amount of the final invoice amount (including VAT) of our claims to us as a precautionary measure.

If as a result of the processing or transformation or the mixing or combining of the goods subject to retention with other items not belonging to us, we have only co-ownership in accordance with the above Section 6.5 or 6.6, the Contractual Partner's claim for remuneration will only be assigned to us in advance in the ratio of the final amount calculated by us for the goods subject to retention, including VAT, to the final invoice amounts for the other items not belonging to us. In all other respects, the above Sections 5.2. to 5.4. shall apply accordingly to the claims assigned in advance.

5.8. If the retention of title or assignment is not effective under foreign law in the area in which our goods subject to retention are located, the security corresponding to the reservation of title and the assignment in this jurisdiction shall be deemed to have been agreed. If the cooperation of the Contractual Partner is necessary for the creation of such rights, the Contractual Partner is obliged, at our request, to take all measures necessary to establish and maintain such rights.

5.9. The Contractual Partner is obliged to treat the goods subject to retention with care and to maintain them at its own expense. In particular, the Contractual Partner is obliged to insure the goods subject to retention at its own expense to our benefit against theft, robbery, burglary, fire, and water damage at its own expense at their replacement value. The Contractual Partner assigns to us all insurance claims arising therefrom with regard to the goods subject to retention. We accept the assignment. In addition, we reserve the right to assert our claims for performance or damages.

5.10. The Contractual Partner also assigns to us the claims to secure our claims against it which arise against a third party through the connection of the goods subject to retention with a property.

5.11. We undertake to release the collateral to which we are entitled at the request of the Contractual Partner to the extent that the realisable value of our collateral exceeds the claims to be secured by more than 10%; it is up to us to select the collateral to be released.

6. Specifications, liability for defects

6.1. The characteristics listed in our specifications comprehensively and conclusively define the characteristics of our deliveries and services. In case of doubt, the descriptions of our deliveries and services constitute agreements of a certain condition and not guarantees or representations. In case of doubt, any declarations made by us in connection with this Contract do not contain any guarantees or representations in terms of an aggravation of liability or the assumption of a special liability obligation. In case of doubt, only express written declarations on our part with regard to the provision of warranties and representations are authoritative.

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6.2. No liability shall be accepted for damage caused by the following: unsuitable or improper use or operation, faulty assembly by the Contractual Partner or third parties, natural wear and tear, faulty or negligent handling, unsuitable equipment, replacement materials, chemical, electrochemical or electrical influences (unless we are responsible for them), improper modifications or repair work by the Contractual Partner or third parties without our prior approval

6.3. The Contractual Partner shall not be entitled to claims for defects in the event of only insignificant deviations from the agreed condition or in the event of only insignificant impairment of the usability of our deliveries or services.

The Contractual Partner's rights in case of defects presuppose that the latter has duly complied with its obligations to investigate and file a complaint pursuant to Section 377 of the German Commercial Code (HGB).

6.5. Insofar a defect exists, we are entitled, at our discretion, to subsequent performance in the form of remedying the defect or to deliver a new defect-free item. If one or both types of such subsequent performance are impossible or disproportionate, we are entitled to refuse these remedies.

We may also refuse subsequent performance as long as the Contractual Partner does not fulfil its payment obligations towards us to an extent that corresponds to the defect-free part of the performance.

We are obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour, and material costs, insofar as these are not increased by the fact that the delivered goods were moved to a place other than the place of performance, unless the transfer corresponds to the intended use.

We are also entitled to have the defect remedied by third parties. Replaced parts shall become our property.

6.6. In the event of impossibility or failure of subsequent performance, culpable or unreasonable delay or serious and final refusal of subsequent performance by us or unreasonableness of subsequent performance for the Contractual Partner, the latter is entitled at its discretion either to reduce the purchase price accordingly (reduction) or to rescind the Contract (rescission).

6.7. Insofar as not otherwise indicated in Section 6.8. and Section 6.9. further claims of the Contractual Partner in connection with defects in our deliveries and services, irrespective of the legal basis (in particular claims for damages due to defects and breaches of duty, tortious claims for compensation for property damage as well as claims for reimbursement of expenses) are excluded; this applies in particular to claims arising from damage to items other than the delivery items, e.g. to other items of the Contractual Partner, as well as to the claim for compensation for lost profits.

6.8. The customer's claims for compensation for damages and expenses in connection with defects are governed by the following regulations, regardless of the legal nature of the claim – in particular also with regard to claims for defects and breaches of duty, as well as tortious claims.

We are liable for damages without limitation in accordance with the statutory provisions:

- in case of intent;
- in the event of culpable injury to life, limb or health;
- in the event of defects or other circumstances that have been fraudulently concealed or
- in the case of defects whose absence has been guaranteed or where a guarantee of limb, a certain condition has been given.

In addition, we are liable for damages in accordance with the statutory provisions, but our liability for damages shall (except in the cases specified above) be limited to the foreseeable, typically occurring damages:

- in the event of gross negligence on the part of our legal representatives, executives, and other vicarious agents;
- in the event of slight negligence on the part of our legal representatives, executives, and other vicarious agents, provided that they violate essential contractual obligations (obligations the fulfilment of which is essential for the proper execution of the Contract in the first place and on the observance of which the customer may regularly rely).

Liability under the Product Liability Act remains unaffected. Unless otherwise stipulated in Section 6.8 above, further claims are excluded.

6.9. The statutory provisions on the burden of proof remain unaffected by the above terms and conditions of this Section 6.

6.10 The statutory provisions on the burden of proof remain unaffected by the above provisions of Section 6, in particular Sections 6.7 to 6.9.

7. Joint liability, rescission of the Contractual Partner

7.1. The following provisions apply to claims of the Contractual Partner outside the area of liability for material defects. Any statutory or contractual rights and claims to which we are entitled shall not be excluded or limited.

7.2. For liability for damages – subject to separately regulated liability for delay (Section 3.4) and impossibility (Section 3.6) – the provisions of Sections 6.7 and 6.8 above shall apply mutatis mutandis. Any further liability for damages is excluded – regardless of the legal nature of the claim asserted. This applies in particular to claims for damages in addition to performance and damages in lieu of performance due to breaches of duty, as well as to tortious claims for compensation for property damage pursuant to Section 823 BGB.

7.3. The limitation according to Section 7.2 shall also apply to the extent that the Contractual Partner asserts claims for expenses.

7.4. Any fault on the part of our legal representatives and vicarious agents is attributable to us.

7.5. The statutory provisions on the burden of proof remain unaffected.

7.6. Insofar as liability towards us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, collaborators, representatives, and vicarious agents.

7.7. Within the framework of the statutory provisions, the Contractual Partner can only rescind the Contract if we are responsible for the breach of duty. In the cases referred to in Section 6.6 (failed subsequent performance, etc.) and in the event of impossibility, however, the statutory requirements shall apply; the provisions of Sections 3.3.3, 3.3.4 and 3.5 above shall apply to the Contractual Partner's right of rescission in the event of a delay in our deliveries or services. In the event of breaches of duty, the Contractual Partner must declare within a reasonable period of time at our request whether it is rescinding the Contract due to the breach of duty or insists on delivery.

8. Rights to know-how and inventions

Confidential, high-quality and advanced knowledge (know-how) as well as inventions and any related industrial property rights that we have or acquire during the execution of contracts concluded with us shall belong exclusively to us – subject to a separate agreement or the use or utilization of the delivery items to which the Contractual Partner is entitled according to the meaning and purpose of the contractual relationship.

9. Infringement of third-party rights

We do not guarantee that the use, integration, or resale of the delivery items will not infringe any property rights of third parties; however, we warrant that we are not aware of the existence of such third-party property rights in the delivery items.

10. Limitation

The limitation period for claims and rights due to defects in the deliveries or services – regardless of the legal basis – is one year.

Assignments of claims by the Contractual Partner

Claims against us in relation to the deliveries or services to be provided by us may only be assigned with our prior written consent.

11. Place of Performance, place of jurisdiction, applicable law, intra-community acquisition, severability clause

11.1. Unless specifically agreed otherwise, the place of performance is exclusively our place of business.

11.2. If the Contractual Partner is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all obligations arising out and in connection with the contractual relationship – including bills of exchange and cheques – is our place of business or, at our option, the domicile of the Contractual Partner. The above agreement on jurisdiction also applies to contractual partners domiciled abroad.

11.3. All rights and obligations arising out of and in connection with the contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany under exclusion of its rules of conflict of laws and of the United Nations Convention on Contracts for the International Sale of Goods (CISG dated 11.04.1980).

11.4. Should any provision in these GENERAL TERMS AND CONDITIONS or a provision of any other agreements between us and the Contractual Partner be or become invalid, the validity of all other provisions or agreements shall remain unaffected.

11.5. Contractual partners from EC member states are obliged to compensate us for any damage we may incur in the event of intra-Community acquisitions - due to tax offences committed by the Contractual Partner itself, or - due to false or omitted information by the Contractual Partner about its circumstances relevant for taxation.

12. Penalty

All rights (in particular property rights and copyrights or exploitation rights as well as industrial property rights) to the contractual documents provided to the Contractual Partner in the context of our business relationship (in particular drafts, drawings, brochures, catalogues, illustrations, calculations, product descriptions, etc.) as well as samples, models and prototypes belong exclusively to us – unless expressly agreed otherwise. The Contractual Partner may only use and exploit the above-mentioned documents, samples, models, and prototypes within the framework of the contracts concluded with us and only with our consent. Unless they were already known to the Contractual Partner or generally available at the time of receipt or have become known at a later date without the Contractual Partner's involvement or responsibility, they are to be kept confidential; in particular, they may only be made available to third parties with our prior written consent. Our deliverables may not be imitated or reproduced in any other way with the help of the aforementioned documents, samples, models, and prototypes, nor may such imitated or replicated products be distributed or utilized any other way.

The Contractual Partner undertakes to pay us a penalty in the amount of € 5,000.00 for any violation of the aforementioned obligations, unless it provides proof of its non-culpability. We reserve the right to claim any further damages.

13. Consumer's right of withdrawal

There is no right of withdrawal for consumers. According to Section 312 g para. 2 no. 8 German Civil Code (BGB), there is no right of withdrawal for consumers, since the object of the Contract is the delivery of goods, the price of which is subject to fluctuations on the financial market, over which the entrepreneur has no influence and which may occur within the withdrawal period.

14. Compliance with provisions of the Money Laundering Act (GwG)

We comply with the statutory obligations arising from the provisions of the German „Act on the Detection of Profits from Serious Crimes (Money Laundering Act – GwG)“. This requires various actions and measures in which the Contractual Partner must cooperate.

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III. Special terms for the precious metals sector

1. Offers made by us on the Internet or otherwise constitute a non-binding invitation to make an offer to sell to us (invitatio ad offerendum). When submitting an offer, including the submission of the consignment note, the Contractual Partner submits upon receipt of the offer by us a binding offer to conclude a contract. At the same time, the Contractual Partner declares that it owns the goods offered for sale or is authorised to sell the goods. We are entitled to accept the offer of the Contractual Partner within 14 working days after receipt of the offer. If goods are sent in without a written offer, the submission will be considered an offer, unless otherwise apparent.
2. The KOOS daily prices for purchase transactions in euros valid at the time of the offer shall be deemed to have been agreed, unless agreed otherwise. The weights and contents of precious metals determined on the basis of the statement shall be credited to the Contractual Partner's metal account. Depending on the agreement, the Contractual Partner has a claim to the delivery of corresponding quantities of precious metal or, in the case of a purchase contract, to the payment of the purchase price for the precious metals.
3. Any collection or delivery of goods will be at the customer's expense.
4. The inspection period for the goods is generally up to 14 working days. If the inspection result of the goods for authenticity, completeness or reusability is negative, we shall be entitled to return the goods against reimbursement of the freight charges. The values stated by the Contractual Partner, be it content, number of grams or similar, are not binding for us. The Contractual Partner hereby agrees that if the goods are melted down, it will no longer be possible to return the same material.
5. The customer must pay the processing costs for all submitted precious metals. Our prices valid from time to time apply. We reserve the right to increase the handling and processing costs and to extend the return delivery/purchase deadlines in the event that special characteristics of the reworked material, which were not known to us when the order was accepted, require additional work. The customer must pay the handling costs for all submitted precious metals. Costs may include, but are not limited to, collection costs, analysis costs, melting costs, separation costs or other costs.
6. The Contractual Partner bears the risk of accidental destruction and/or deterioration until the acceptance of the offer by us.
7. Prior to the conclusion of the Contract, the Contractual Partner must inform us in writing about dangerous, harmful or disturbing properties or components of the precious metal to be submitted. Such goods may only be submitted with our prior written consent. The goods are to be packed according to our instructions. The Contractual Partner is liable to us in the event of any non-compliance.
8. The reworked material is melted down by us into homogeneous ingots. We determine the weights and contents of the precious metals by taking samples during this process. We prepare a statement based on the result of this determination, which we use to settle accounts with the Contractual Partner. The statement becomes binding if the Contractual Partner agrees to it or does not object in writing within two working days of receipt of the statement. We are entitled to supply the material for further processing and/or sell it immediately after analysis. For any complaints regarding the analysis, sample material will be kept for a period of one week after the statement is issued. On a case-by-case basis, if requested by the customer, advance written information will be provided for approval of the analytical results obtained. In this case, the advance information shall be deemed to be the statement within the meaning of this provision.
9. The weights and contents of precious metals determined on the basis of the statement shall be credited to the metal account of the Contractual Partner. Depending on the agreement, the Contractual Partner, deviating from this, has a claim to the delivery of corresponding quantities of precious metal or, in the case of a purchase contract, to the payment of the purchase price for the precious metals.
10. The Contractual Partner hereby grants us a right of lien on the goods of any kind that come into our possession or power of disposal in the course of the business relationship. This includes any and all property and rights of any kind, including within the framework of existing accounts with us.
11. Weight accounts may only subject to a special agreement with the Contractual Partner have a negative balance. We are entitled to request the settlement of a negative precious metals account balance at any time. In place of delivery of precious metals, we can also demand compensation in the form of payment of the current KOOS selling price. We do not pay interest on credit balances in precious metal accounts. Negative balances are subject to interest.
12. The Contractual Partner may, at its option, demand the use of its account balance within the framework of its business relationship with us or, taking into account reasonable deadlines and customary commercial practices, the physical surrender of the existing account balance. In the absence of a written agreement to the contrary, the physical surrender will take place at our place of business.
13. The Contractual Partner's weight accounts are managed as a current account. The entries are made based on weight quantities (fineness) in grams. We will issue a statement with account activity and/or upon request. Objections due to inaccuracy or incompleteness of a statement must be raised by the Contractual Partner no later than six weeks after receipt of the statement; if objections are submitted in writing, it is sufficient to send them within the six-week time limit. Failure to raise objections in a timely manner shall be deemed to constitute approval. We will draw particular attention to this consequence when issuing the statement. The Contractual Partner may also request a correction of the statement after expiry of the deadline, but must then prove that its account has been wrongly debited or that a credit entry to which it is entitled was not made.
14. Incorrect credits entries may be corrected by us. A correction can be made by means of a reverse entry or by debiting the precious metals account of the Contractual Partner. We will inform the Contractual Partner without delay of any correction. We may reverse credit entries that are made as a result of an error including a clerical error or for other reasons without a corresponding order at any time. We will send the Contractual Partner at regular intervals or at its Contractual Partner a balance confirmation. The Contractual Partner must check the balance confirmation without delay and, within a period of 2 weeks at the latest, confirm the correctness of the balance to us in writing or inform us in writing of the extent to which it objects to the balance confirmation.

15. We are entitled to offset a negative balance on precious metals accounts against a positive balance. Settlement shall be carried out at our discretion by converting both balances into euros and offsetting the euro claims so that a euro claim remains, or by converting the positive balance into euros, purchasing corresponding quantities of precious metals and offsetting them against the negative precious metal balance.

16. The Contractual Partner represents that the goods comply with the requirements of EC Directive 2011/65/EU (RoHS). The Contractual Partner further represents that the substances contained in the goods are not subject to registration under Regulation (EC) No. 1907/2006 (REACH Regulation) and that, if necessary, an authorisation is available in accordance with the REACH Regulation.

IV. Special conditions for consignment transactions

1. The execution and maintenance of consignment transactions is at the sole responsibility and expense of the Contractual Partner. With the handover of the consignment goods to the Contractual Partner or in the case of dispatch to the carrier, the risk, in particular that of accidental destruction or loss, is transferred to the Contractual Partner. The Contractual Partner is obliged to adequately insure our consignment goods against robbery, burglary, predatory extortion, fire, and water damage and shall assign its future claims against the insurance company to us in advance as a precautionary measure. In the event of the return of consignment goods, the Contractual Partner also bears the risk of accidental destruction and accidental damage.

2. We are under no obligation to maintain the inventory at the Contractual Partner at a certain minimum level.

3. The consignment goods are our property. The Contractual Partner shall immediately inform us of any events affecting the ownership of the consignment goods.

4. We are entitled at any time to satisfy ourselves or through third parties that the consignment goods are stored in accordance with the regulations and to carry out an inventory or have an inventory carried out.

The Contractual Partner is obliged to check at the time of delivery that the correct amount of consignment goods has been delivered and that they are free of defects;

specifically, the Contractual Partner must check for compliance with the specification, including the item numbers, in accordance with the provisions of the German Commercial Code (HGB). Any defects must be reported to us immediately, stating the item number. Defects that were not recognisable during the required inspection must be reported immediately after their discovery.

5. The Contractual Partner is liable for loss, improper handling or damage to the consignment goods in its custody, unless the loss, improper handling or damage is due to circumstances that cannot be averted by the care of a prudent businessman.

6. The Contractual Partner is entitled to remove consignment goods from the warehouse for delivery, sale, and transfer to users.

7. With the removal of the consignment goods, a purchase contract is concluded between us and the Contractual Partner in accordance with the prices valid or agreed by us on the day of removal. The same applies if consignment goods are not returned within the agreed period.

8. The Contractual Partner must notify us by the 10th of each month at the latest of the amount of consignment goods removed in the previous month. This notification must be made to us in writing, stating the item number and the amount removed. Based on the reported used quantity, we shall issue an invoice dated the day on which the notification was made. The invoice must be settled by the Contractual Partner in accordance with the agreed terms of payment.

9. We can request the return of the consignment goods at any time. Return is at the expense and risk of the Contractual Partner.

10. The Contractual Partner cannot assert any right of retention against our request for return. Stock differences, improper handling or damage to the delivered consignment goods will be charged to the Contractual Partner.

11. The Contractual Partner may not make our consignment goods available to third parties on consignment or for selection without our prior written consent