

### 1. Contract Partner

### **Rheingold Edelmetall AG**

Schliessa 16, 9495 Triesen, Liechtenstein Commercial Register Number: FL-0002.465.218-0 Commercial Register: Office of Justice VAT No.: 58 462, UID No.: CHE-282.509.506 Telephone: +423 392 35 15, Fax: +423 392 35 17 Email: info@rheingoldag.com

### 2. Scope

These General Terms of Business (hereinafter referred to as: "GTB") of Rheingold Edelmetall AG (hereinafter referred to using: "Rheingold", "we", "us" or "our") regulate the business relationship between Rheingold and consumers or entrepreneurs (both hereinafter referred to as: "Customer", "you" or "your") on the online platform <u>www.</u> <u>rheingold-edelmetall.com</u> (hereinafter referred to as: "Online Shop"). Within the scope of this business relationship, you will act as either a buyer or seller. Only the version of the GTB which is valid when the offer is made will apply to the contract conclusion. Neither oral side agreements nor any other of your general terms of business will constitute the content of this contract unless we expressly agree to the deviating conditions through written confirmation. Acceptance by electronic means (such as email or fax) will be deemed "written" for the purposes of that requirement.

#### 3. Contract conclusion

Before ordering or offering goods via the Online Shop, you must register under the category "My User Account" or "Register" by clicking the button "Create User Account". If you have already registered, you must log in before using the Online Shop with the email address specified during registration. You ensure that all information you have provided is truthful. If any of it changes, you will let us know without undue delay.

The range of products presented in the Online Shop is subject to change and does not constitute an offer in a legal sense. The product range of the Online Shop is divided into categories of goods. The object of purchase or sale is selected by clicking on the specific article of the category of goods in question. Click the "Buy" or "Sell" button to place the selected item in the virtual shopping cart. This procedure is non-binding and does not constitute an offer to buy or sell the selected item. The entire contents of the virtual shopping cart can be viewed by clicking the button with the shopping cart symbol. Items can be added to or removed from the virtual shopping cart at any time. A purchase and a sale cannot be transacted simultaneously.

The bidding procedure to buy or sell the selected items is initiated by clicking the buttons "Place Order", "Create Offer" or "Checkout". Before you place a binding contract offer, the Online Shop will assemble the exact offer content in an overview that includes your customer data. You will be given the chance to correct the content of your offer in the overview by using the change fields provided for that purpose.

During a purchase transaction, you can choose between the delivery types "Pickup" (at our registered office), "Deliver" (using shipping or valuables transport), "Precious Metal Deposit" and "Warehousing in the OZL" (OZL Offenes Zolllager in Liechtenstein AG). Shipping and armoured transport will be made only in return for advance payment. You may choose between the payment methods "Cash Payment" or "Advance Payment" only if you have chosen to pick up the goods.

During a sales transaction, the delivery can be made through "Personal Delivery by the Customer" (at our registered office) or using "Shipping by the Customer". We will pay exclusively by bank transfer. For this reason, you will give us your account data, and we will only accept bank accounts which bear your name.

If you click the button "Order with Obligation to Pay" (purchase) or "Send Binding Offer" (sales), you will be making a binding offer to conclude a contract in the amount of the prices indicated at that moment for the goods found in the virtual shopping cart, and expressly confirming that you know of these GTB, agree to them, and are making them part of your declaration of intent.

Within the scope of the purchase transaction, you also confirm when making an offer that you are the legal and economic owner of the item you are offering and/or you are entitled to the exclusive right of use and/or the creator agrees that the item may be duplicated, disseminated and exhibited, and that no third-party rights to the item exist.

After making an offer, you will automatically receive a generated email confirming that we have received your order ("Confirmation of Receipt"). That Confirmation of Receipt does not constitute acceptance of the contract. A contract is formed only by sending a second email that confirms the offer ("Order Confirmation"). As part of the



contract, these GTB can be saved or printed or both at any time, by clicking on the category "GTB" at the bottom of the Online Shop. Likewise, immediately after making the offer, you can store the additional contract content, print it out or both, and view that content later at any time under the category "My User Account" by clicking the button "Orders & Offers". Moreover, we will provide you with the content of the contract in text form, including the GTB and an invoice, when the goods are handed over (purchasing) or received (sales) at the latest.

### 4. Prices; Costs

The price you offer is the market price shown at the moment when the button "Order with Obligation to Pay" or "Send Binding Offer" is clicked in the Online Shop, including taxes, customs, fees, costs, expenses and interest.

The prices listed in the Online Shop are total prices and include legal VAT (except for gold articles). The net price and legal VAT amounting to 7.7% are also indicated.

The prices for all goods in the Online Shop depend on fluctuations in the financial market, which we cannot influence. Such fluctuations can also occur during the bidding procedure. In consideration of these fluctuations in the financial market, prices are updated every five minutes. The countdown to the next price update is shown by the clock in the top part of the Online Shop. Pricing adjustments are also made after items have already been selected in the virtual shopping cart.

Fictitious gold and silver commodities will be available to you to buy or sell. Whenever you buy fictitious gold commodities starting from 1 kg (in the form of a one-kilogram ingot) or fictitious silver commodities starting from 1,000 ounces (in the form of a silver standard ingot), you may demand delivery. If you demand the delivery of fictitious commodities, we will charge you the costs incurred for manufacturing the goods.

Ordered silver standard ingots can weigh between 23 to 34 kg. Whereas you may place an order through the Online Shop at a reference weight of 1,000 ounces. We will charge you for the definitive weight of the silver standard ingot. Silver standard ingots will be invoiced in ounces, whereby the price per ounce is calculated from the total net price. Shipping the goods or sending them by armoured transport will be at your expense whether goods are bought or sold. Before you make your binding purchase offer, the Online Shop will display in an overview the exact costs for shipping or armoured transport, which you must confirm. A breakdown of the specific costs incurred can be found in the overview, under "Here" > "Type of Delivery". If you sell goods, you will take care of shipping the goods or sending them by armoured transport, at your cost and risk, and will insure the delivery.

The amounts of the shipping costs for an "insured package" commissioned from us within Liechtenstein and Switzerland, up to a maximum weight of 30 kg per package, is graduated as follows:

up to CHF 20'000.00:	CHF 20.00
CHF 20'001.00 to CHF 40'000.00:	CHF 40.00
CHF 40'001.00 to CHF 60'000.00:	CHF 60.00
CHF 60'001.00 to CHF 80'000.00:	CHF 90.00

The amounts of the shipping costs for an "armoured transport" commissioned from us within Liechtenstein and Switzerland, up to a maximum weight of 10 kg per package, is graduated as follows:

up to CHF 500'000.00:	CHF 130.00
CHF 500'001.00 to CHF 1'000'000.00:	CHF 170.00
CHF 1'000'001.00 to CHF 1'500'000.00:	CHF 220.00
CHF 1'500'001.00 to CHF 2'000'000.00:	CHF 260.00

Liechtenstein is part of the Swiss customs territory. If stamped ingots are imported (sales) or exported (purchase) out of the customs territory, customs fees might be incurred.

If cash payments are made to you in EUR, we will charge a premium amounting to 1%.

We will store the ordered goods for fourteen (14) days from receipt of the payment confirmation at no charge. Afterward, we will charge a flat-rate storage fee of CHF 20 per day.

## 5. Payment; Delivery; Transfer of risk

If you make a purchasing transaction, the payment must be made in advance. We will accept cash payment only if the goods are picked up. Payments cannot be made with a bank card or credit card. During a sale, we will pay only by bank transfer, and we will only accept



bank accounts which bear your name. We accept cash transactions in CHF and EUR.

During cash transactions, you will in any case prove your identity with a valid official photo ID, other documents, or both. We reserve the right to fulfil our diligence duties by asking you to present the same type of documents, as well as additional information, during each transaction, during the initiation or continuance of a business relationship, or during both. In addition, you will issue a written statement on the economic justification on request. Otherwise, we will back out of the business relationship, or refuse to execute the transaction, or both.

During a purchasing transaction, you will pay the purchase price within three (3) days after you receive the order confirmation. During a sales transaction, you will deliver the goods within fourteen (14) days after receiving the order confirmation. As part of this process, we reserve the right to check the goods you have handed over, after we receive them, to make sure they are authentic, complete and recyclable. If the test turns out positive, we will transfer the agreed price into the specified bank connection within seven (7) days. If our test turns out negative, the consequences of default will take retroactive effect from the time of the stipulated handover.

If you default in part or in full, in payment or delivery, we may choose whether to adhere to the contract or to withdraw from it after setting a grace period of fourteen (14) days. From the time of default, any storage of goods you have ordered will be at your cost and risk.

If we adhere to the contract despite your default, you will pay us the statutory default interest and compensate us for other damages, including the costs for legal representation.

If we withdraw from the contract due to your default, we reserve the right to demand that you compensate us for the damage caused by such withdrawal. Such a claim to compensation for damages also includes the costs for legal representation. If a purchasing transaction is made, our damage compensation claims will include but are not limited to the damages caused by the fact that a lower purchase price was obtained when we resold the goods. If you make a sale, the damage compensation claims include but are not limited to damages which arise because we must conclude a cover transaction at a higher price for the goods.

Ownership of the goods you have ordered will not be transferred to you until you have paid the purchase price in full.

After we have received your payment, you will receive an email as confirmation ("Payment Confirmation"). The goods will not be delivered, using shipping or armoured transport, until that Payment Confirmation is sent. We will use shipping or armoured transport exclusively within Liechtenstein and Switzerland. Moreover, the goods cannot be shipped or sent via armoured transport to P.O. boxes or to be left in packing stations. At the time of delivery, you will be at the indicated delivery address personally. We may make partial deliveries to a reasonable extent. If you select the delivery type "Pickup", you will pick the goods up at our registered office within fourteen (14) days after receiving the payment confirmation.

Fictitious gold and silver commodities will be available to you to buy or sell. Whenever you buy fictitious gold commodities starting from 1 kg (in the form of a one-kilogram ingot) or fictitious silver commodities starting from 1,000 ounces (in the form of a silver standard ingot), you may demand delivery. If you demand the delivery of fictitious commodities, we will charge you the costs incurred for manufacturing the goods.

Silver standard ingots can weigh between 23 to 34 kg. Whereas you may place an order through the Online Shop at a reference weight of 1,000 ounces. Due to this varied range of weight, you may demand handover of a silver standard ingot with an exact weight of 1,000 ounces. We will charge you for the definitive weight of the silver standard ingot.

If the goods are not available due to late or incorrect delivery (including incomplete delivery) by our upstream suppliers, and we are not to blame, we may refuse to make the delivery. We will inform you without undue delay that the ordered goods are unavailable and reimburse you for any payment you have already made.

Unless otherwise agreed, the place of fulfilment will be our registered office. Shipping or armoured transport will occur at your cost and risk, and you will bear the risk of subsequent frustration, and the risk that the purchase or sales object will subsequently worsen or be reduced in value. If a purchase is made, risk will be transferred to you as soon as the goods are sent, or handed over to the commissioned armoured transport company, or handed over as stipulated, or on occurrence of delay in acceptance. If a sale is made, risk will be



transferred from you to us, but not until the goods are delivered to our registered office.

### 6. Safekeeping

In the Online Shop, you may select between collective, individual or duty-free storage in a high-security warehouse. Depending on the type of storage selected, either we, OZL Offenes Zollager in Liechtenstein AG, Schliessa 16, 9495 Triesen, Liechtenstein, FL-0002.474.942-2, or Trisuna Lagerhaus AG, Schliessa 16, 9495 Triesen, Liechtenstein, FL-0002.464.994-8, will be responsible for safekeeping the goods. You will then conclude an independent contractual relationship with OZL Offenes Zollager in Liechtenstein AG or Trisuna Lagerhaus AG. Their GTB will apply to that safekeeping relationship.

### 7. Warranty; Compensation for damages

We and you agree to contractually exclude warranty and damage compensation, to limit those claims, or both, as permitted by law (especially for companies). This does not apply to compulsory statutory provisions, whose exclusion cannot be stipulated.

If you are entitled to warranty rights for any reason, statutory provisions will apply as a matter of principle. In this context, you may primarily demand repair or exchange. If there are additional statutory requirements, you may secondarily demand a reduction of the price, and if defects exist which are more than minimal, rescission of the contract. All warranty claims become time-barred in two years after the stipulated handover.

Besides the statutory requirements, the following limitations and exclusions will apply to damage compensation claims. Our liability for slight negligence or force majeure (such as natural events, war, terroristic attacks, political unrest, etc.) will be excluded. We also make no guarantee that the Online Shop will operate flawlessly. Furthermore, we accept no liability for errors in the processing of your offers. You will bear the risk for a lack of information or clarity in your contract offer, and for any technical fault occurring during the use of the Online Shop. Apart from that, any liability for damage compensation of any kind, regardless of the basis for the claim, including liability for culpa in contrahendo, is excluded.

If we must be liable for slight negligence under any circumstances, such liability will be limited to the damages whose occurrence we could have typically foreseen according to the circumstances existing on contract conclusion. Any exclusion or limitation of liability also applies to the benefit of the employees, vicarious agents and third parties who work for us to execute the contract.

## 8. No right of withdrawal

Since the prices for all goods in the Online Shop are subject to fluctuations in the financial market which we cannot influence and which can occur within the withdrawal period, you may not withdraw from the contract within fourteen (14) days – especially if you are a consumer – which you would normally be entitled to do in long-distance and external transactions. By clicking the button "Order with Obligation to Pay" (purchase) or "Send Binding Offer" (sales), you are making a binding offer to conclude a contract which will be formed when the order confirmation is received.

#### 9. Data privacy

When we, Rheingold Edelmetall AG, render our services, your personal data and those of contract partners and possibly third parties must be processed. If you provide us with those data, we assume you are entitled to do so.

We process your personal data, which you have disclosed in accordance with applicable data protection laws, and the data of contract partners, employees and other third parties. Additional information about data protection at Rheingold Edelmetall AG, and your rights, will be handed over to you on contract conclusion, can be obtained from Rheingold Edelmetall AG at any time, and can also be retrieved at <u>https://www.rheingold-edelmetall.com</u>.

## 10. Applicable law; Place of jurisdiction

All legal relationships related to a sale by auction will be subject to the laws of Liechtenstein with the exclusion of the conflict-of-law regulations and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention). Consumers may invoke the protection of the compulsory legal provisions in the country in which they have their permanent address.

The place of jurisdiction is Vaduz.

#### 11. Final provisions

Finding individual provisions of these GTB to be fully or partially invalid or ineffective will not invalidate the remaining provisions.