

General terms and conditions for the sale of raw materials to private investors

Application of the general terms and conditions

(1) All deliveries, services and offers of TRADIUM GmbH (hereinafter “**TRADIUM**”) in the areas of special metals, precious metals, rare earth elements, chemicals and similar raw materials (hereinafter “**raw materials**”) are exclusively made on the basis of these general terms and conditions. The general terms and conditions are an integral part of all contracts which TRADIUM concludes with its contractual partners (hereinafter the “**Customer/s**”) for the purpose of selling raw materials.

(2) The general terms and conditions of the customer do not apply if they oppose or deviate from these terms and conditions. This applies even if TRADIUM has not explicitly rejected their application in individual cases or has made reference in a letter that contains the general terms and conditions of the customers.

§ 2 Conclusion of contract

(1) Offers and price details of TRADIUM in brochures, adverts and other advertising material are non-binding, provided they are not exclusively identified as binding.

(2) TRADIUM is only bound to an offer to purchase raw materials for the customer (the “**purchase offer**”) until the expiry of the validity period for the price stated in the purchase offer (the “**price validity period**”). If the customer accepts the purchase offer of TRADIUM after the expiry of the price validity period, this does not count as an acceptance, but a new offer of the customer. TRADIUM can reject this new offer of the customer. If the customer accepts the purchase offer within the price validity period of TRADIUM, TRADIUM shall send the customer a pro forma invoice or an invoice.

(3) The contract for the purchase of raw materials, including these general terms and conditions, is authoritative for the legal relationship between TRADIUM and the customer. The purchase agreement fully reproduces all the agreements between TRADIUM and the customer with regards to the purchase of raw materials. No verbal side agreements have been made.

§ 3 Payment terms

(1) The customer receives an invoice with the amount to be paid for the raw material. The invoiced amount does not include VAT, customs duties, delivery costs or similar fees. The customer has to transfer the full invoiced amount to the bank account stated on the invoice, stating the invoicing number. The invoiced amount is due immediately and has to be paid at the latest on the second day after the invoice date.

(2) If the customer does not make a payment to TRADIUM within two days of the invoice date, TRADIUM is entitled to a right of withdrawal if TRADIUM can no longer acquire the raw materials at the price stated in the contract from its raw material suppliers.

(3) TRADIUM is permitted to only perform outstanding deliveries after payment in advance or by way of security, if conditions become known after the conclusion of the purchase agreement which are suitable to considerably affect the solvency or credit-worthiness of the customer.

§ 4 Storage and physical delivery

(1) TRADIUM stores its raw materials in the bonded warehouse of METLOCK GmbH in the area of Frankfurt am Main. If the customer wishes, it can also store the raw materials it has acquired in this bonded warehouse (“**customer storage**”). For this purpose the customer and METLOCK will conclude a separate safekeeping and management agreement (the “**Storage agreement**”), where necessary with the referral of TRADIUM. The bonded warehouse is insured and only entered by controlled personnel.

(2) If the customer does not acquire a full container of raw materials, but a smaller amount and has agreed to keeping these raw materials in a container, the customer acquires co-ownership of the container by fractional shares. This results in restrictions on the disposition, Sections 741 ff BGB [*German Civil Code*] and Sections 1008 to 1011 BGB [*German Civil Code*] are referred to accordingly. In particular the customer can, as the co-owner by fractional share, only dispose of its right on the item and sell it, but cannot demand the issue of its share of the container. TRADIUM is permitted to replace the co-ownership share of the customer on the container with a co-ownership share of equivalent value of another container with the same raw material, if this is financially necessary. In this respect TRADIUM is released from the limitations of section 181 BGB [*German Civil Code*].

(3) If the customer does not want the raw materials it has acquired to be stored, it can request that TRADIUM delivers the raw materials it owns. Any costs associated with the delivery such as applicable taxes, customs duties, transport costs, insurance or other fees are to be borne solely by the customer. TRADIUM will send the customer an invoice immediately for the costs incurred. The invoiced amount is due for payment immediately. The delivery is only made once these costs have been paid by the customer. Furthermore, the customer can request the issue of the raw materials it owns at the storage site, observing TRADIUM's provision period of five (5) days. In this case TRADIUM will provide the raw materials for collection during normal working hours. Any costs and fees incurred as a result are to be borne by the customer.

§ 5 Sale of raw materials by the customer

(1) TRADIUM is not obliged to repurchase raw materials of the customer or to actively assist in the sale of raw materials by the customer or to support them.

(2) TRADIUM indicates that the tax due on the sale of raw materials lies in the customer's area of responsibility. The clarification of the question, whether a taxable process is realised or triggered by the customer due to the sale is also the customer's obligation. The customer may be subject to tax and have to make declarations to the financial authorities. If the customer has questions about this, it is recommended that they bring in their own tax consultant.

§ 6 Warranty

In case of defects to the raw materials, the customer is entitled to the legal warranty rights.

§ 7 Risk and liability

(1) TRADIUM does not owe the customer any consultation regarding the purchase of raw materials. The customer is solely responsible for any purchase decision it makes. TRADIUM cannot and will not issue the customer with any binding information about price developments, the tradability, market developments or similar financial forecasts about the raw materials.

(2) The raw materials may be subject to considerable price fluctuations (so-called volatility), which could be due to diverse, unforeseeable developments. There is therefore the possibility that the raw materials can only be sold at a loss. TRADIUM assumes no guarantee for future positive market price developments of the raw materials and is not liable for losses of the customer. Furthermore there is a risk of currency losses if the raw material is traded in a foreign currency.

(3) There is also a risk that the trade with the respective raw materials comes to a complete standstill and the customer cannot sell its raw materials. TRADIUM assumes no guarantee, warranty or assurance that the customer can re-sell its raw materials and is not liable for any losses thereby incurred.

(4) TRADIUM trades in raw materials. TRADIUM performs no financial services, does not offer asset consulting and also does not act as a fund manager.

§ 8 Data privacy statement

(1) The personal data recorded within the scope of the contract conclusion is collected, processed and used in accordance with the Bundesdatenschutzgesetz [*Federal Data Protection Law*] and the Teledienstschutzgesetz [*Teleservice Data Protection Act*] to fulfil the obligations from the purchase agreement. This data can also be transferred to other select companies in accordance with section 11 BDSG [*Federal Data Protection Law*] in order to perform any credit checks.

(2) Personal data is exclusively transferred to the service partners involved within the scope of the processing of the contract, such as the transport company contracted with the delivery and the bank contracted with payment issues. The scope of the transfer of personal data is limited to the minimum amount necessary.

(3) Upon the disclosure of the personal data of the customer to TRADIUM, the customer declares its agreement with the collection, processing and use of personal data in accordance with the aforementioned data privacy statement.

§ 9 Applicable law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies to this contract and its interpretation and application, to the exclusion of the UN Convention on International Sale of Goods.

(2) The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationships between the customer and TRADIUM is Frankfurt am Main, provided a place of jurisdiction can be effectively agreed. In business transactions with consumers the place of jurisdiction is determined in accordance with the applicable legal provisions.

§ 10 Other provisions

(1) If one of the provisions of these terms and conditions or the purchase agreement is or becomes fully or partially invalid or unenforceable, the validity of the other provisions of these terms and conditions or the purchase agreement is not affected. The corresponding legal regulation shall apply instead of the invalid or partially invalid provision. The same applies in case of loop-holes. Section 139 BGB [*German Civil Code*] does not apply.

(2) The customer is not permitted to assign any claims against TRADIUM which it is entitled to from the purchase agreement to third parties, without the prior written approval of TRADIUM.