

## **General Terms and Conditions of Sale for Consumers**

### **§ 1 Scope of the General Terms and Conditions of Sale**

(1) All deliveries, services and offers of TRADIUM GmbH (hereinafter referred to as "TRADIUM") in the field of special and precious metals, rare earths, chemicals and similar raw materials ("raw materials") shall be made exclusively on the basis of these General Terms and Conditions of Sale ("GTCS"). The GTC are an integral part of all contracts for the sale of raw materials which TRADIUM concludes with its contractual partners, insofar as the latter are consumers ("customers") within the meaning of Section 13 of the German Civil Code (BGB). Consumers are natural persons who enter into legal transactions which are not, for the most part, attributable to their commercial or independent professional activity.

(2) The customer's general terms and conditions of business do not apply if they conflict with or deviate from these GTC. The same shall apply if TRADIUM has not expressly objected to their validity in a particular case or referred to a letter containing the customer's general terms and conditions.

### **§ 2 Conclusion of the contract**

(1) TRADIUM's offers and price indications in brochures, advertisements and other advertising materials are non-binding and without obligation, unless expressly stated to be binding.

(2) TRADIUM shall be bound by an offer to purchase raw materials made to the customer ("offer") only until the expiration of the price validity period ("validity period") stated in the offer. If the customer accepts TRADIUM's offer after the expiration of the validity period, this shall not be considered as an acceptance, but as a new offer by the customer. TRADIUM reserves the right to reject the customer's new offer. If the customer accepts TRADIUM's offer within the validity period, TRADIUM will send the customer a pro forma invoice or an invoice.

(3) The legal relationship between TRADIUM and the customer shall be governed by the raw material purchase agreement concluded between the two parties and by these GTC. These documents fully reflect all agreements between TRADIUM and the customer concerning the purchase of raw materials. No additional oral agreements are made.

### **§ 3 Storage**

(1) TRADIUM shall store its raw materials in the bonded warehouse of METLOCK GmbH in the Frankfurt/Main area. If the customer so wishes, the raw materials purchased by him may also be stored in this warehouse. For this purpose, the customer shall conclude a separate storage and management contract with METLOCK, if necessary via TRADIUM. The warehouse shall be insured and only authorized persons shall have access to it after it has been checked.

(2) Insofar as the customer does not purchase an entire packaging unit of raw materials, but a smaller quantity, and has agreed that these raw materials remain in the packaging unit, he shall become a co-owner of a fraction of the said unit. This results in restrictions of the right of free disposal with reference to §§ 741 ff. and 1008 to 1011 of the German Civil Code (BGB). In particular, the customer, as a fractional co-owner, may only dispose of and sell his right to the item, but he cannot demand the

return of his share. TRADIUM shall be entitled to replace the customer's co-ownership share in the packaging unit with an equivalent co-ownership share in another unit of the same raw material, insofar as this is necessary for economic reasons. TRADIUM shall in this respect be released from the restrictions of Section 181 BGB.

(3) If the customer no longer wishes the raw materials purchased by him to be stored, he may demand that TRADIUM make the raw materials available to him so that he can arrange for their removal. The customer shall be responsible for all costs associated with the collection of the goods, in particular any taxes, customs duties, transport costs, insurance and other costs. TRADIUM will promptly send the customer an invoice for these costs. The amount of the invoice shall be payable immediately.

(4) After the raw materials have been stored, the customer shall be obliged to make them available to TRADIUM within three (3) days.

#### **§ 4 Delivery / Collection**

(1) If the customer prefers delivery to storage of the raw materials, the customer shall be responsible for all costs associated with the delivery, in particular any taxes, customs duties, transport costs, insurance and other costs. TRADIUM will promptly send the customer an invoice for these costs. The invoice amount is payable immediately. The delivery of the raw materials will only take place after payment of the costs of transport, insurance and packaging incurred by the delivery.

(2) If the customer wishes to transport the raw materials himself, TRADIUM shall make them available during normal working hours. The customer shall be responsible for any costs, customs duties and other taxes associated with the collection. TRADIUM will send the customer an invoice for these costs. The invoice amount is payable immediately.

#### **§ 5 Terms of payment**

(1) The customer shall receive an invoice for the amount to be paid for the purchase of the raw materials. The invoice amount includes VAT but not customs duties, shipping costs or other such costs. The customer shall transfer the total amount of the invoice, including VAT, to the bank account indicated on the invoice, mentioning the invoice number. The invoice amount shall be payable immediately, the customer's right to payment pursuant to Section 320 BGB shall remain unaffected.

(2) If the customer does not pay TRADIUM within fourteen (14) days of the invoice date, TRADIUM shall have the right of withdrawal, insofar as TRADIUM is no longer in a position to acquire the raw materials from its supplier at the price stated in the contract.

(3) TRADIUM shall be entitled to make outstanding deliveries only against advance payment or security if, after the conclusion of the sales contract, circumstances arise which could significantly affect the customer's creditworthiness or credit rating.

## **§ 6 Sale of raw materials by the customer**

(1) TRADIUM is not obliged to buy raw materials from the customer or to actively cooperate with or assist the customer in the sale of raw materials.

(2) TRADIUM points out that the tax treatment of the sale of raw materials is the responsibility of the customer. It is the customer's responsibility to determine whether the sale is a taxable transaction or not. If so, the customer is responsible for making a declaration and payments to the tax authorities. If the customer has any questions in this regard, he is advised to contact his tax advisor.

## **§ 7 Warranty**

In the event of defects in the raw materials, the customer has the legal warranty rights.

## **§ 8 Risks and Liability**

(1) TRADIUM is not obliged to advise the customer on the purchase of raw materials. The customer bears full responsibility for his or her purchasing decision. TRADIUM cannot and will not provide the customer with any information of a binding nature regarding price trends, marketability, market developments or any other such economic forecasts concerning raw materials.

(2) Raw materials are subject to significant price fluctuations (volatility) resulting from unpredictable developments. It is therefore possible that raw materials can only be resold at a loss. TRADIUM assumes no guarantee for a future positive development of raw material prices and is not liable for any losses incurred by the customer. In addition, there is a risk of foreign exchange losses if the raw materials are traded in foreign currencies.

(3) It is also possible that the market for the raw materials in question may come to a complete standstill and that the customer may not be able to sell its raw materials. TRADIUM does not give any guarantee, assurance or undertaking that the customer will be able to resell its raw materials, nor shall it be liable for any losses that may result.

(4) TRADIUM's business is the trading of raw materials and their storage. TRADIUM does not provide financial services, does not provide investment advice and is not an asset manager.

## **§ 9 Applicable law and jurisdiction**

(1) The law of the Federal Republic of Germany shall apply to the contract concluded with the customer as well as to its interpretation and application, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(2) The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship between the customer and TRADIUM shall be, insofar as a place of jurisdiction can be validly agreed, Frankfurt am Main. In business relations with consumers, the place of jurisdiction shall be determined by the applicable legal provisions.

## **§ 10 Other provisions**

(1) Should any provision of these GTC or of the sales contract be or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions of the GTC or of the sales contract. The corresponding legal provision shall apply instead of the invalid or partially invalid provision. The same shall apply in the case of gaps. Section 139 of the German Civil Code (BGB) shall not apply.

(2) The customer shall not be entitled to assign any claims against TRADIUM under the sales contract to third parties without the prior written consent of TRADIUM.