

GENERAL TERMS AND CONDITIONS, TERMS OF DELIVERY AND PAYMENT (GTC) OF PRO AURUM SCHWEIZ AG

1. Contractual party

pro aurum Schweiz AG;

Registered office: Kilchberg (ZH)
Company number: CH-113.960.737
Postal address: pro aurum Schweiz AG, Weinbergstrasse 2, 8802 Kilchberg (ZH)
Phone no.: +41 (0) 44 716 5600
Telefax: +41 (0) 44 716 5650
Email: info@proaurum.ch
Website: www.proaurum.ch

hereinafter referred to as "pro aurum". For reasons of better understanding/better readability, male/female double forms are not used. The latter is of course always included.

2. Applicability

- 2.1. The following General terms and conditions, terms of delivery and payment (hereinafter referred to as "GTC") shall be exclusively applicable for all contracts concluded between pro aurum and a customer. The version of the GTC applicable and valid at the time of conclusion of contract shall be relevant.
- 2.2. Deviating/alternative terms and conditions of the customer and/or counter-confirmations of the customer with reference to the validity of his terms and conditions or other applicable provisions shall not be accepted and shall be invalid, as long as they have not been clearly recognized in writing by pro aurum.
- 2.3. These GTC shall also apply for all the future business relationships, even if they are not explicitly agreed upon.
- 2.4. These GTC shall apply not only for end consumers/private individuals (consumers), but also for companies or authorised signatories of a sole proprietorship or of a trade company registered in the commercial register (commercial buyers/sellers). End consumers/private individuals and commercial buyers/sellers shall be referred to as "customers" in these GTC.
- 2.5. According to the business model of pro aurum, customers act either as buyers or as sellers of precious metals, depending on the business model of pro aurum depending on the underlying transaction. Accordingly, these are terms of sale or purchase.
- 2.6. There shall be no right to withdraw from the contract or right of revocation. Should there nevertheless be a rescission/reversal of the contract and pro aurum has already purchased precious metals for the customer based on his purchase offer, the customer shall compensate any possible depreciation/loss of value of the precious metals between the day of the purchase and the day on which the reversal has to be entered into. Furthermore, any possible loss due to the spread between purchase- and selling price shall be compensated by the customer. As far as charges and fees are advanced or have to be paid by pro aurum, the customer shall indemnify and hold harmless pro aurum in this respect.

3. Conclusion of contract, advance payment

- 3.1. Offers of pro aurum on the internet or in another medium shall constitute a non-binding request to the customer, to order precious metals and coins (hereinafter: "goods") from or to sell them to pro aurum. The sales and purchase offers of pro aurum shall be subject to change and be non-binding. The customer shall buy/sell via fax, email or through submission on the internet platform (online shop) at www.proaurum.ch. The purchase or sales offer of the customer shall be legally binding. In case of a sales offer, the customer declares at the time of offer itself that he owns the complete, unencumbered ownership, of the goods offered for sale respectively is authorized to sell them.
- 3.2. When ordering by submission on the internet platform (online shop) of pro aurum at www.proaurum.ch, the customer makes a binding offer for the conclusion a purchase contract according to the following single steps: By clicking the "Purchase/Buy" button, the customer can place the respective goods in the virtual shopping cart. This process shall be non-binding and shall not yet constitute a contractual offer. Before a purchase offer is made, the contents of the order including the customer data are summarized on an overview page and can be corrected. By clicking on the "Send order" field, the customer submits a binding offer to pro aurum for the conclusion of a purchase contract of goods. After ordering on the internet platform, the customer receives an automatically generated email from pro aurum, which shall confirm that pro aurum has received the order (confirmation of receipt). This confirmation of receipt shall not constitute acceptance of contract by pro aurum. A contract shall come into force only by sending an order confirmation or by the delivery of the goods. A registered customer can view the relevant data at any time. In this context, the customer must have taken note of the data protection statement and the data protection notices of pro aurum (both available and printable at: <https://proaurum.ch/datenschutz> (see further section "Data protection" given below).
- 3.3. Sales and purchase offers (orders) of a customer shall be accepted only in the writing, by telefax with a signature or as (digitally signed) email.
- 3.4. As a financial intermediary within the meaning of the Swiss Money Laundering Act ("GwG", SR 955.0), pro aurum is subject to its pertinent provisions. This includes the fulfillment of due diligence obligations, among others, identifying the customer, determining the beneficial owner, the controlling owner, obligations of clarification, documentation obligations as well as reporting obligations in case of suspicion of money laundering.
In this context, pro aurum is further connected to a self-regulatory organisation. Accordingly, the customer must verify identity by means of an identification document in its original form or an authenticated copy and submit a written declaration on the beneficial owner as well as the controlling ownership in companies, for example, in the case of one or more related transactions exceeding the amount of CHF 15,000.00 (fifteen thousand Swiss francs). In the case of the purchase of goods by pro aurum, the customer shall be obliged to provide his identification irrespective of the transaction amount. This list of measures is not exhaustive; pro aurum reserves the right to obtain further information at any time in order to comply with its obligations according to the AML. The customer hereby acknowledges that the information about the customer can be inspected at any time by the supervisory bodies and auditors of the self-regulatory organisation or public authorities and institutions in the presence of a legal/statutory or official or regulatory obligation (e.g. criminal prosecution authorities, financial authorities etc.).
- 3.5. A contract shall come into being only with the declaration of acceptance of the order/sales offer and its contents (by order confirmation or delivery of the invoice) by pro aurum or in case of an order, by the dispatch of the delivery item to the customer. The acceptance can be declared by phone or in written form (letter, fax, email).
- 3.6. **NOTE:** The contract on the purchase or sale of the goods relates to items that are subject to price fluctuations on the financial market, on which pro aurum has no influence. Correspondingly there is NO RIGHT of REVOCATION.
- 3.7. pro aurum delivers the ordered goods only if the payment of the agreed purchase price (invoice amount) has been irreversibly received or has been booked on the specified account of pro aurum (reservation of prepayment). The invoice amount shall be transferred to the indicated account of pro aurum within three (3) bank working days.
- 3.8. Unless otherwise agreed upon, the goods/articles are owed according to the type, i.e. if the goods/articles are no longer available, the goods/articles equivalent in quality and price shall be delivered. Illustrations shown in the online shop represent goods/articles only in exemplary form. The customer assures that all information provided by him while ordering or registering in the online shop or while ordering by letter, email or telefax (e.g. name, address, profession, email address, bank details, origin of the assets used etc.) is true. Changes to information/in this regard shall be immediately communicated to pro aurum in writing.

4. Compliance with legal/statutory and regulatory requirements

- 4.1. The customer shall be obliged to and assures the compliance with or observation of all the legal/statutory as well as regulatory requirements/provisions applicable to him in the context of the business relationship with pro aurum and the underlying assets.
- 4.2. The customer shall be solely responsible to fulfil/meet any of his reporting requirements, declaration requirements, liabilities of tax and duties etc. towards authorities, tax/revenue offices, companies and stock exchanges etc., which may possibly arise in the context of earnings/incomes and the possession/ownership of assets.
- 4.3. In particular, the customer shall assure that all assets brought and to be brought in the future (subsequent transactions) to pro aurum as a part of the precious metal business relationship (trade, storage, etc.) are not the result of criminal activities or illegal sources, (particularly in case of sale of goods – if required – e.g. the declaration of import in Switzerland for precious metals was executed by the customer), and earnings/assets at the personal tax domicile of the customer are properly declared and their tax has been paid or shall be declared and paid.
- 4.4. pro aurum shall not be subject to a cooperation requirement or obligation to inform.

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5. Communication/disclosure requirements

- 5.1. The customer shall completely and correctly provide all personal information as well as information necessary by statute and/or by regulation (particularly name, date of birth, address of the headquarter/or residence, beneficial ownership, Controlling ownership, tax domicile, contact and correspondence details, nationality/s etc.) and further information required by pro aurum. This shall apply for information related to the customer himself, his authorised representatives and agents, the beneficial owner(s), account holder, beneficiaries and other persons involved in the relationship with pro aurum.
- 5.2. The customer shall immediately inform pro aurum about changes to this information as well as the revocation of granted powers of attorney or signatory powers. Notifications by pro aurum shall be considered to be made if they have been sent to the address last provided by the customer.

6. Warranty

- 6.1. If a defect already existed at the time of handover of the goods and the goods/articles were specified merely by kind, the customer has the right for delivery of a replacement, provided it is still possible. If a replacement should not be possible, the defective goods will be taken back against reimbursement of purchase price; consequential damages will not be reimbursed.
- 6.2. In case of goods that shall not be specified solely by kind, the customer shall be entitled to return the goods or to a refund of the reduced value or delivery of goods of the same kind (customer's choice). Consequential damages shall not be reimbursed in this case as well.
- 6.3. The customer shall bear the burden of proof of the defectiveness at the time of transfer of risk, for the material defect itself, the time of discovery of the defect and the timeliness of the notification of defect (cf. subsequent clause).
- 6.4. Warranty claims from material defects shall lapse on completion of one year after handover/delivery of the goods.
- 6.5. Obvious defects in the goods shall be notified to pro aurum in writing (by fax or registered letter) within a period of three (3) days from handover/receipt of the delivery, other defects must be notified immediately upon discovery (also in writing).
- 6.6. Any description of characteristics of goods – amongst others as a part of preliminary discussions and information as well as in brochures and advertisements - shall not be considered as a guarantee declaration or assurance of a characteristic of the goods by pro aurum.
- 6.7. The acceptance of goods to be purchased from customer by pro aurum is subject to reservation of examination of non-existence of defects, particularly of authenticity, accuracy, completeness and suitability. pro aurum shall immediately notify about defects upon discovery. In this respect, customer waves to the objection of delayed notice of defects.
- 6.8. In case of defects in title with regard to purchased goods, customer shall release pro aurum from all and any possibly existing claims of third parties.
- 6.9. If pro aurum shall incur costs in a purchase transaction due to defective goods, especially transport-, work- and material costs or costs for an incoming goods inspection exceeding the usual range, then the customer shall bear these costs.

7. Trading hours, prices

- 7.1. Prices for purchase and sales transactions of goods in CHF or EUR indicated on the pro aurum price list available at <https://proaurum.ch/preisliste> (plus the respective applicable statutory VAT) valid on the day of conclusion of contract shall be considered as agreed upon, unless otherwise agreed upon.
- 7.2. The shipping costs including insurances, duties, fees, customs, etc. shall also be borne by the customer (c.f. clause 8).
- 7.3. The trading hours of pro aurum indicated on www.proaurum.ch apply. For offers, which are submitted during these trading hours, respective rates/prices of the system apply. As far as offers are submitted outside the trading hours, the respective rate/price at the start of the next trading time shall be applicable.

8. Delivery and transfer of risk

- 8.1. If the customer chooses a "purchase with delivery" instead of self-collection of the goods at pro aurum, the goods are delivered to the customer; if the customer chooses a "sale with pick-up/collection" instead of self-delivery of the goods to pro aurum, the goods are collected from the customer.
- 8.2. The agreement of binding dates for delivery of goods (i.e. purchase with delivery) or collection/pick-up of goods (i.e. sale by collection/pick-up) by pro aurum can be agreed upon orally or in writing.
- 8.3. pro aurum shall be authorized to carry out partial deliveries and partial services at any time, unless partial delivery or partial service has been excluded by contract.
- 8.4. pro aurum delivers only after receipt of the customer's payment on the agreed date (cf. clause 3.7). Benefit and risks shall be transferred to the customer with the handover of goods to him, his agent or with the handover of the goods for delivery/dispatch. If the customer refuses to accept the goods, they shall be considered/deemed to have been handed over at the time of refusal. If the dispatch of goods is delayed upon the customer's request, benefit and risk shall be transferred to the customer upon notification of readiness for dispatch.
- 8.5. The delivery or collection of goods is carried out by a logistics or value transport company. The delivery address shall be a home or company address, where a direct handover to a person is possible. The delivery to post boxes or the deposit at packing stations is excluded. The customer must be present at the delivery address all day on the day of delivery, as an exact delivery time cannot be agreed upon for safety reasons. Analogously, the same applies for collection of goods (purchase from customer).
- 8.6. Shipping and logistics costs including insurance, packaging, taxes, duties, fees, customs etc. shall be borne by the customer. Shipping and logistic options and the related costs are published on the homepage of pro aurum (cf. <https://proaurum.ch/infotehk/versand>).
- 8.7. Place of performance for the sold and purchased goods shall be the current business headquarters of pro aurum. If available, documents belonging to the goods are also to be transmitted to pro aurum. The customer shall be obliged to dispatch the goods with adequate insurance if pro aurum itself does not pick-up the goods. The dispatch has to be carried out in such a way that pro aurum has to confirm receipt of the dispatched goods. Customer shall bear the burden of proof of the receipt of the consignment as well as the shipping risk.
- 8.8. Deviations particularly in quantity, quality, kind and article of the agreed delivery of goods shall be permissible only upon prior written consent by pro aurum.
- 8.9. Delivery obligation of the customer in case of a sale to pro aurum shall arise immediately after the receipt of order confirmation. If the customer does not fulfill his delivery obligation within 14 (fourteen) calendar days from receipt of order confirmation, he shall be in default without further reminder.
- 8.10. Agreed dates and periods shall be binding. The date on which the goods are received by pro aurum shall be decisive for the compliance of the delivery date or the delivery period in case of a sale of goods to pro aurum.
- 8.11. Customer shall basically bear the costs for collection/pick-up of the purchased goods by pro aurum. Shipping/Logistic options and related costs are published on the homepage of pro aurum (cf. <https://proaurum.ch/infotehk/versand>). Customer has the right to commission the delivery of the goods himself.
- 8.12. The execution of the value transport shall not affect the place of performance. Goods shall only be delivered/picked-up in the territory of Switzerland.

9. Custody, storage of precious metals

- 9.1. pro aurum also offers its customers custody/safekeeping for precious metals purchased from pro aurum in deposits/warehouses in Switzerland.
- 9.2. The "Regulations for custody/safekeeping - Terms for storage of precious metals" shall apply for the terms for storage at the respective storage location, the form of safekeeping, the remuneration for the custody/storage, the storable precious metals, minimum value or storage quantities, payment method as well as the withdrawal of the precious metals etc. from the deposits/warehouses.
- 9.3. In principle, storage is strictly carried out in the framework of a collective deposit. The minimum storage value of precious metals as a part of a collective deposit shall be CHF 10'000.00 (Swiss francs ten thousand) or the respective equivalent value in EURO (€).
- 9.4. Aside from this, storage with the allocation of individual bullion numbers can also be chosen upon acquiring the precious metals. This specific custody shall only be possible in duty-free warehouse Embrach and only for certain precious metals (gold, silver, platinum and palladium) and minimum storage quantities (per 1kg for gold, platinum and palladium and 15 kg for silver bullion), from a minimum storage value of CHF 100'000.00 (Swiss francs one hundred thousand) or the respective equivalent in EURO (€).
- 9.5. If there is no explicit agreement about the custody for precious metals, which can be acquired in the form of bullion, the precious metals shall be stored generically in a collective safe holding; in this case, pro aurum shall be authorized to return another fungible object of the same kind. There shall be no claim to special vintages/years or manufacturers.
- 9.6. If the precious metals are kept in storage under allocation of a bullion number (specific obligation/unit dept), customer shall note that these are stored in the duty-free warehouse in Embrach, high security vaults of the depository RHK Schweiz GmbH, Zürichstrasse 57, CH-8840 Einsiedeln, registered in the commercial register of the canton of Schwyz under the company number: CH-116.376.434.

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10. Terms of payment, default, counterclaims

- 10.1. The invoiced purchase price shall be due and payable without deduction immediately upon delivery of the order confirmation or upon delivery of the invoice to the customer; if the customer does not pay within 3 (three) value days from maturity date, he shall be in default without a reminder. In this case, pro aurum shall be entitled to withdraw from the contract even if the goods have already been delivered. The customer shall reimburse pro aurum for any resulting loss/damage (difference between contractual price and market/exchange price at the time of fulfilment plus expenses incurred).
- 10.2. If the non-compliance with the delivery periods is due to force majeure, e.g. mobilisation, war, riot, force of nature or due to similar events such as a strike or lockout, then the periods shall be extended appropriately.
- 10.3. Default of delivery by pro aurum shall occur only if there has been no delivery on the agreed delivery date and the written reminder has lapsed/has expired unsuccessfully/fruitlessly by more than 4 (four) weeks. If it shall not be possible to comply with the delivery periods due to shortages on the international commodities markets, the abovementioned period shall be extended to 12 (twelve) weeks. pro aurum informs customer accordingly in case of such delays.
- 10.4. Delay in delivery shall not affect the rates agreed upon with the customer. These shall apply as agreed upon.
- 10.5. If the supplier does not supply pro aurum with the ordered article/good despite contractual obligation, pro aurum is entitled to withdraw from the contract with the customer.
- 10.6. In the case of purchase transactions (i.e. sale of goods by customer to pro aurum), the purchase price shall be due upon receipt and positive examination of the goods by pro aurum, especially regarding authenticity, completeness and state of reusability. pro aurum transfers the purchase price within 7 (seven) working days after completion of examination to the account indicated by the customer.
- 10.7. As far as the examination for authenticity, completeness and the state of reusability is negative, pro aurum is entitled to withdraw from the contract. In the latter, the goods are sent back to the customer; the shipping costs are at the expense of the customer.
- 10.8. Any offset/settlement by the customer against claims of pro aurum is excluded.
- 10.9. If pro aurum is aware of circumstances of any kind, which question the creditworthiness of the customer, pro aurum is entitled to declare the balance/remaining debt immediately due and payable and to retain goods not yet delivered or to request immediate payment, if another mode of payment has been agreed upon.

11. Retention of title

- 11.1. pro aurum remains the proprietor/owner of all its goods until it has received the payments of the customer in full as per the contract/billing. The customer shall be obliged to cooperate in measures required for the protection of title of pro aurum; in particular, with the conclusion of the contract, he shall entitle pro aurum at his expense to undertake registration and reservation for the retention of title in public registers, books or similar records as per the relevant state laws and to fulfil all formalities in this regard.
- 11.2. Securities have to be granted pro aurum, until the payment of the purchase price including all the claims (such as dispatch/shipping costs, etc.), which are due or shall be due to pro aurum in the future against the customer. The securities shall be released according to pro aurum's choice, provided their value sustainably exceeds the claims by more than 20%.
- 11.3. Processing and restructuring of goods are carried out for pro aurum, without an obligation for pro aurum. The customer shall be obliged to immediately notify pro aurum of the processing and restructuring. Should the (co-)ownership of pro aurum cease due to combination or restructuring/processing, it shall be deemed as agreed that the right of the customer to the single object shall be transferred to pro aurum according to the value. The customer shall keep the rights (e.g. share in title/ownership) of pro aurum free of charge. pro aurum shall be entitled to a complete retention of title for the goods thus generated.
- 11.4. In case of access/seizure of third parties to goods, which are subject to retention of title in benefit of pro aurum, the customer shall indicate to this retention of title and immediately notify pro aurum, so that it can enforce/assert the retention of title. The customer shall reimburse pro aurum for all and any costs which result for pro aurum in this process.

12. Limitation of liability, compensation claims

- 12.1. The customer's compensation/damage claims against pro aurum shall be ruled out; the exception shall be claims based on mandatory statutory provisions that cannot be waived.
- 12.2. In no case shall there be claims of the customer for compensation for damages which have not occurred on the goods themselves, namely production losses, loss of use, loss of orders, loss profit as well as other direct or indirect damages. These limitations of liability shall not apply for liability for unlawful intent or gross negligence of pro aurum, but they shall also apply for the liability for unlawful intent or gross negligence of auxiliary persons.
- 12.3. pro aurum shall not be liable for damages due to force majeure, riots, war and natural disasters or due to other incidents for which pro aurum is not responsible (e.g. strike, lockout, traffic disruption, orders of higher authorities at home or abroad; terrorism) or due to non-culpably caused technical faults (e.g. the EDP system).
- 12.4. Liability for auxiliary persons in accordance with Art. 101 of the Swiss Code of Obligations (OR) is completely excluded. If the auxiliary person is in an employment relationship with pro aurum, the liability for slight negligence is excluded.
- 12.5. The abovementioned exclusions and limitations of liability shall also apply in favor of the employees, staff-members, bodies, vicarious agents of pro aurum or other third parties used by pro aurum for fulfilment of contract.

13. Legitimation certificates / certificates of identity

- 13.1. After the death of the customer, pro aurum can request for the submission of a certificate of inheritance or a similar legal/judicial certificate to clarify the legal entitlement. Upon request of pro aurum, documents in foreign language must be submitted with a German translation (notarized).
- 13.2. If foreign documents are submitted to pro aurum as identification of the person or as proof of an authorization/entitlement, pro aurum reserves the right to examine/verify whether these documents are sufficient as proof or whether other identifications/proofs have to be presented/provided.
- 13.3. pro aurum shall be authorised to consider the persons designated in the certificate of inheritance as heir or as authorised persons as being entitled to dispose and as a result to perform towards them with full discharging effect.

14. Data protection

pro aurum is subject to specifications/provisions of data protection law and processes and uses the customer's personal data within the framework of the applicable specifications/provisions of data protection law. In any case, the statutory or regulatory information or reporting obligations of pro aurum shall apply. Further information on handling/processing of personal data and the possibilities of influence and/or rights of the customer in this can be found in the separate **data protection statement** and the **data protection notices** of pro aurum. These (and any of their updates) can be consulted/retrieved and printed at any time via the website of pro aurum: <https://proaurum.ch/datenschutz>. In case of objections these shall have precedence over the GTC.

15. Final provisions / Miscellaneous

- 15.1. Exclusive place of jurisdiction for all the proceedings shall be the registered seat of pro aurum Schweiz AG. However, pro aurum Schweiz AG shall be authorized to sue/prosecute the customer even at his (residential) domicile court or at any other competent court. Mandatory statutory places of jurisdiction shall remain reserved.
- 15.2. All legal relationships of the customer with pro aurum shall be subject to Swiss law under exclusion of possible regulations of conflict of laws. In particular the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 15.3. Should individual provisions of these GTC be or become invalid/ineffective, the remaining contents of the GTC or their validity/effectiveness shall remain unaffected.

- 15.4. pro aurum reserves the right to change the general and/or special terms and conditions at any time (among others due to changes in legislation/jurisdiction or case law, changes in financial circumstances etc.). These changes will be announced to the customer beforehand in writing or by another suitable way. They shall be considered as recognised and approved and shall become part of the contract if the customer does not object within a one-month period from notification (i.e. receipt of objection by pro aurum).

The German version of these Terms and Conditions («Allgemeine Geschäftsbedingungen, Liefer- und Zahlungsbedingungen (AGB) der pro aurum Schweiz AG») is authoritative. The English version is for information purposes only.