

# SPECIAL TERMS AND CONDITIONS FOR THE PHILORO PRECIOUS METAL DEPOSITORY

## PHILORO EDELMETALLE GMBH

As of: June 19th, 2017

### § 1 General Provisions

1. A safekeeping contract (hereafter: contract) will be established with the philoro precious metal depository, of which the following provisions are an integral component.

2. Customers who do not want to store their purchased precious metals "at home" can store them in a collective safe of the philoro Edelmetalle GmbH (philoro) through the philoro precious metal depository. Additionally, customers can also store precious metals already in their possession in the depository. In this case, a separate protocol for the stock on hand will be established at the time of transfer.

3. The conditions and prices of the deposit (depository fees) are regulated in the price sheet of the deposit, which is an integral component of the philoro precious metal depository.

4. The customer has the right to authorise third parties who may access the goods deposited in the safe.

### § 2 Contract Conclusion

1. The contract comes about the moment it is accepted by philoro and, unless otherwise agreed, is concluded for an indefinite period. The customer can terminate the contract in writing up until the 30th of November of the given calendar year.

### § 3 Payment

1. The customer must pay the depository fees for the rest of the calendar year immediately upon conclusion of the depository contract.

2. For all following years, the customer must pay the depository fee for the current calendar year in advance, at the latest by January 20th, as long as there has not been a direct debit authorisation agreed upon, or a debit via the agreed upon direct debit authorisation is not possible.

3. philoro can, unilaterally and without prior consent of the customer, reject the regular payments of the running depository fees, with the consequence that all depository fees are due when the contract is terminated.

4. In any case, all outstanding depository fees are due in full and immediately upon termination of the contract.

5. philoro shall be granted an unrestricted right of retention, which in particular comprises settlement rights.

6. It shall be expressly agreed upon that any claims made by philoro against the customer, which arise from this contractual relationship, shall not lapse. This applies especially for the case in section 3, clause 3 (All depository fees become due upon

termination of the contract).

### § 4 Online Purchase

1. For online purchases (online form or email order), the purchased products will be directly deposited into the philoro's safe according to agreement, without first handing them over to the customer. The ownership will only transfer to the customer upon complete payment.

### § 5 Termination

1. The deposit contract shall be concluded on an indefinite period. Either party can terminate the deposit contract before the 30th of November of the respective calendar year. In this case, the contract will terminate on the 1st of January of the following year.

2. In the event that the customer does not pay the agreed upon price on time after the extension of an appropriate grace period, up to a maximum of two months, philoro may dissolve the deposit contract effective immediately.

3. If the customer does not fulfil their obligation, philoro has the right to sell the items stored in the safe one month after the end of the contract, in order to indemnify themselves.

### § 6 Collective Deposit

1. The customer or the person authorised by them is entitled to withdraw their deposited items during the opening hours of the respective philoro branch.

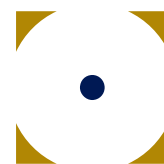
2. Authorised persons who shall also be able to withdraw the deposited items must first deposit proof of identity (official identification document) and specimen signatures with philoro.

3. The customer or the person authorised by them shall have access to the stored items outwith the opening hours if they provide philoro with at least 24 hours notice. In the case of access outwith the opening hours, the customer shall pay a handling fee of €50.00.

4. Only an employee of philoro shall open the safe.

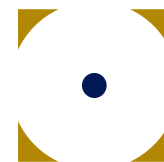
### § 7 Amendments and Contractual Data

1. The customer shall immediately notify philoro in writing of any facts important for the business relationship, especially changes to their name or address.



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2. Should this not occur, written communications by philoro shall count as sent to the customer if these are sent to the address most recently known to philoro as the customer's address.

### § 8 Liability

1. As far as admissible by law, philoro is not liable for any damages resulting from the storage. It is left to the customer to cover relevant insurance.

2. However, can cover the insurance of the deposited items. In this case, philoro will inform the customer of the relevant conditions. In any case, the customer shall absorb any damages exceeding the insurance cover.

3. philoro is not liable for damages resulting from operational interference.

4. The customer shall immediately inform philoro of any damages to the stored items.

### § 9 Final Provisions

1. This contract is subject to Austrian law; the Handelsgericht Wien [commercial court of Vienna] shall be in charge of any legal disputes involving the philoro precious metals depository. If the customer is a consumer, section 14 of the consumer protection law shall apply for the place of jurisdiction.

2. In the case that individual provisions of these special terms and conditions should become fully or partially invalid, this shall not affect the legal validity of the remaining provisions. In the case of inapplicability or ineffectiveness of individual provisions, the invalid provision will be replaced by one that legally and economically most closely reflects the invalid provision, under consideration of the objective of these special terms and conditions.