KOOS

General Terms and Conditions for Consumers

(Recycling and Purchase of Precious Metal-Bearing Materials)

For use in all business relationships for the recycling and purchase of precious metal-bearing materials of and with consumers, by the KOOS Edelmetalle GmbH, Steinbeisstraße 1, 71272 Renningen ("**KOOS**", "**we**").

1. Scope of Application, Consumers

1.1. These General Terms and Conditions for the recycling and purchase of precious metal-bearing materials by and with consumers ("**GTC Consumers**") apply to all contracts between KOOS Edelmetalle GmbH, Steinbeisstraße 1, 71272 Renningen ("**KOOS**", "**we**") and natural persons acting as consumers within the meaning of Section 13 of the German Civil Code (BGB) (the "**Customer**", "**you**"), concerning the purchase and/or reworking of precious metal-bearing materials (e.g. old gold, jewellery residues, dental gold, industrial precious metal-bearing waste; together, the "**reworking material**").

1.2. A consumer is any natural person who concludes a legal transaction for purposes that can be attributed predominantly neither to their commercial nor to their self-employed professional activity (Section 13 of the German Civil Code (BGB)).

1.3. Insofar as nothing else is provided in these GTC Consumers, the statutory provisions of the German Civil Code (BGB) shall apply supplementarily. Any general terms and conditions of the Customer shall not apply.

1.4. For contracts with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), exclusively the separate KOOS GTC for entrepreneurs (B2B) shall apply. These GTC for Recycling Consumers are intended exclusively for consumers.

2. Subject Matter of the Contract

2.1. The subject matter of the contract is the purchase of precious metal-bearing reworking material.

2.2. The reworking material may in particular consist of:

• old gold, silver jewellery and cutlery, platinum or palladium alloys;

• jewellery residues, broken gold, dental gold;

• industrial precious metal-bearing residues, insofar as they are suitable for precious metal recovery.

2.3. Service transactions that we render within the framework of separate contracts (e.g. purchase of jewellery, manufacture of jewellery, trade in investment products) are not the subject matter of the contract; for these, separate conditions apply.

3. Conclusion of the Contract

3.1. Information about our services (e.g. on our website, in prospectuses, or in other documents) is not yet a binding offer but an invitation for the Customer to make an offer.

3.2. The place of performance and the place of fulfilment for all services of KOOS is the registered office of KOOS in Renningen. You are responsible for bringing the reworking material to KOOS independently. You are free to commission a transport company of your choice for this purpose or to hand over the material in person at KOOS. In addition, KOOS offers, on request, a separately remunerated collection of your reworking material. This collection constitutes an additional service that you can commission separately; the transport costs incurred are borne by you. Further details on the costs and conditions of the collection will be shared with you before you place the order.

3.3. The Customer may hand over or send reworking material to KOOS for examination and valuation. KOOS examines the reworking material and in particular determines the type, fine content, and quantity of the precious metals contained therein. For this purpose, the reworking material is rimmed (No. 4). After completion of the examination, KOOS transmits to the Customer a specific purchase offer in text form. The purchase offer contains in particular:

• the determined type and quantity of the precious metals contained, including the respective fine content;

• the respective purchase price applied in euros per gram;

• the resulting purchase price;

• any processing or analysis costs;

• the intended method of payment and the anticipated time of payout;

• the details of a return and, where applicable, the prerequisites for disposal.

The purchase contract for the reworking material shall only be concluded if the Customer expressly accepts the purchase offer within the stated period in text form. Silence of the Customer shall not be deemed an acceptance.

If the Customer does not accept the purchase offer within the stated period, no purchase contract shall be concluded.

3.4. At the request of the Customer, we send the reworking material back to them; the costs incurred herefor (shipping, insurance, where applicable customs) are borne by the Customer. We will share these costs with the Customer before the return. Alternatively, a proper disposal may take place, insofar as the Customer consents; in this case, KOOS may invoice the Customer for the disposal costs incurred, which will be shared in advance.

4. Analysis, Processing and Irreversibility

4.1. For the purpose of determining the precious metal content and for reworking, we are entitled to prepare the reworking material at our professional discretion, in particular:

• to melt it;

• to crush or homogenise it;

• to alloy it with other materials, insofar as this is necessary for the analysis/reworking.

4.2. The Customer acknowledges that, as a result of this processing, the reworking material may irreversibly lose its original appearance and form, and that a return in the original state is no longer possible thereafter.

4.3. We analyse the reworking material in accordance with customary and recognised procedures in the precious metal trade (e.g. spectrometry, fire assay) and pay attention to commercial accuracy.

4.4. We inform the Customer of the analysis result together with our settlement. On request, the analysis result can be documented in a suitable form and made available to the Customer before the settlement.

4.5. The Customer may raise objections to the analysis result within ten working days after receipt of our settlement if they have well-founded doubts about its correctness. In this case, we will offer a re-examination. If a jointly agreed re-analysis results in a material deviation, the offer will be adjusted accordingly. If the re-analysis essentially confirms the correctness of our analysis, the Customer shall bear the costs of the re-analysis only if they have been informed of this in advance and have consented to the bearing of the costs.

5. Prices, KOOS Purchase Price, Amount to be Paid

5.1. The basis for the price determination is the KOOS purchase price set by KOOS for the respective precious metal in euros per gram of fine metal. The KOOS purchase price is available by telephone from the KOOS customer service.

5.2. In the recycling settlement, we show for each relevant precious metal:

• the determined fine content (in per mille);

• the determined fine content (quantity of fine metal in grams);

• the KOOS purchase price (EUR/gram) at the time the offer is created;

• the resulting value of the precious metal.

5.3. The total purchase price shown in the offer is binding for both Parties as soon as the Customer has accepted the offer. Changes in precious metal prices after acceptance of the offer no longer have any effect on the agreed price.

5.4. All amounts are in euros (EUR). All prices stated are net prices in euros (EUR), possibly plus the respective applicable statutory value added tax (VAT), unless expressly agreed otherwise or prescribed by law.

5.5. The amount to be paid is, as a rule, transferred exclusively to the account stated by the Customer. The account stated must be assignable to the Customer. A cash payout is possible only if this has been expressly agreed and the statutory requirements, in particular under the German Anti-Money Laundering Act, are met.

5.6. Bills of exchange and cheques shall be accepted only on account (by way of interim payment); bills of exchange only subject to prior written agreement. The discount, expenses, and the costs in connection with the collection of the bill or cheque amount shall be borne by the Contractual Partner and shall be payable immediately. An effect of performance shall occur only upon redemption of the cheques or bills of exchange and our discharge from any and all liability.

6. Ownership, Transfer of Risk and Return

6.1. Ownership of the reworking material shall pass to KOOS as soon as:

• the Customer has accepted our offer, and

• the agreed purchase price has been paid or credited in full to the Customer. Until this time, the Customer remains the owner of the material.

6.2. While the reworking material is in our possession, we treat it with the care customary in the course of business. Special individual storage takes place only if this has been expressly agreed. Precious metals held by KOOS for the purpose of satisfying delivery claims arising from metal credits or in the context of other custodianship services shall not be held separately for individual Contractual Partners but in pooled custody. If the Contractual Partner demands the delivery of the metal credit, the pieces to be handed over for performance shall be selected by KOOS from precious metals of standard industrial quality; the handover of identical pieces, serial numbers, or mints shall be owed only where this has been expressly agreed.

6.3. The risk of loss or damage to the reworking material on the way to us (dispatch) is, as a rule, borne by the Customer. We recommend concluding a suitable transport insurance and observing our dispatch instructions.

6.4. If we, at the request of the Customer, send the reworking material back to them (e.g. after rejection of the offer) or deliver products (e.g. ingots) within the framework of a reworking, the risk of accidental loss and accidental deterioration shall pass to the Customer upon handover to the transport company, insofar as legally permissible. For consumers, the mandatory statutory provisions on the allocation of risk apply; no

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deviating agreement to the detriment of the Customer is made.

7. Obligations of the Customer and Condition of the Material

7.1. The Customer warrants that they are entitled to dispose of the reworking material and that no rights of third parties (e.g. ownership, pledge, or security rights) stand in the way. If the Customer culpably breaches this obligation and third parties assert claims against KOOS on account of the reworking material, the Customer shall indemnify KOOS against these claims to the extent that they are attributable to the Customer.

7.2. The Customer is obliged to inform us truthfully, upon handover or before dispatch of the reworking material, if the material:

• contains hazardous substances (e.g. toxic, explosive, flammable, or radioactive constituents);

• is subject to special statutory regulations (e.g. waste law, hazardous substances law);

• for any other reason may only be processed under special safety measures.

7.3. If the Customer fails to provide such information and damage arises to us herefrom (e.g. damage to installations, to other materials, or to the health of employees), the Customer may be obliged to compensate this damage to the extent that they are at fault.

7.4. If the analysis reveals that the reworking material is not or only limitedly suitable for precious metal recovery or that processing would be associated with disproportionate risks, we are entitled to refuse acceptance or to offer it only under changed conditions (e.g. reimbursement of costs for special disposal measures). In this case, we inform the Customer and seek their decision.

8. Delivery of Products, Defect Rights

8.1. Insofar as KOOS delivers products to the Customer in connection with the reworking (e.g. ingots, semi-finished products, or other precious metal products), the statutory warranty rights for consumers apply to these deliveries.

8.2. The limitation period for defect claims for new items is two years from handover. For used items, the limitation period may be shortened in accordance with the statutory provisions; such a shortening takes place only if it is expressly agreed in the individual case and legally permissible.

8.3. Insofar as the statutory provisions do not provide otherwise, the Customer first has a claim for subsequent performance (remediation or re-delivery) in the case of defects. If the subsequent performance fails or is unreasonable, the Customer may reduce the purchase price or – in the case of material defects – withdraw from the contract. In addition, claims for damages under No. 9 may exist.

9. Liability

9.1. The statutory provisions apply to the Customer's claims for damages.

9.2. We are liable without limitation:

• for intent and gross negligence;

• for damage resulting from the infringement of life, body, or health;

• in the cases mandatorily provided by law, e.g. under the Product Liability Act;

• upon assumption of a guarantee, insofar as such has been expressly declared.

9.3. In the case of simple negligence, we are liable only if a material contractual obligation (so-called cardinal duty) is breached, i.e. an obligation the fulfilment of which alone enables the proper performance of the contract and on whose observance the Customer may regularly rely. In this case, the liability is limited to the typical, foreseeable damage.

9.4. Any further liability of KOOS is – insofar as legally permissible – excluded.

10. Right of Withdrawal for Consumers

10.1. If it is a distance contract or a contract concluded outside business premises, the Customer, as a rule, has a statutory right of withdrawal under Sections 312g and 355 of the German Civil Code (BGB), unless a statutory exception applies.

10.2. We separately inform the Customer in text form (withdrawal notice) about the existence or non-existence of the right of withdrawal, the withdrawal period, the exercise of the withdrawal, and the consequences of the withdrawal, and provide a model withdrawal form.

10.3. The right of withdrawal may lapse early in the case of services (e.g. analysis, melting, reworking) if:

• KOOS has rendered the service in full, and

• KOOS began the performance of the service only after the Customer:

- expressly consented that KOOS may begin the performance before expiry of the withdrawal period, and

- confirmed their knowledge that they lose their right of withdrawal with the full performance of the contract by KOOS.

10.4. We offer the Customer a separate consent and waiver declaration for this purpose, which they can sign or confirm electronically.

11. Data Protection

11.1. KOOS processes the Customer's personal data (e.g. name, address, contact details, bank details, information about the business) for the establishment, conduct, and termination of the contractual relationship and for the fulfilment of statutory obligations (e.g. under the German Anti-Money Laundering Act).

11.2. The legal basis for the processing of data is in particular Article 6(1)(b) of the GDPR (performance of the contract) and Article 6(1)(c) of the GDPR (fulfilment of statutory obligations). Insofar as we process data for marketing purposes, this is done on the basis of Article 6(1)(f) of the GDPR (legitimate interest) or on the basis of a consent under Article 6(1)(a) of the GDPR.

11.3. Further information on the processing of personal data, on the Customer's rights (e.g. access, rectification, erasure, restriction of processing, objection, data portability) and on the data protection officer of KOOS shall result from our data protection declaration, which is accessible through our usual communication channels and is provided to the Customer in text form on request.

12. Money Laundering Prevention

12.1. As a precious metal trader, KOOS is subject to the provisions of the German Anti-Money Laundering Act (GwG) and is obliged to carry out certain due diligence and cooperation obligations (in particular identification of the Customer, recording of transactions, where applicable obtaining further information on the origin of funds).

12.2. The Customer supports us in the fulfilment of these obligations and provides the required information and evidence (e.g. presentation of a valid identity document).

12.3. KOOS is entitled not to establish or to terminate business relationships and not to carry out individual transactions, if statutory provisions on money laundering prevention stand in the way or if the Customer does not provide the required information or documents; this in particular includes the confirmation of origin.

13. Applicable Law, Dispute Resolution

13.1. German law applies. The mandatory consumer protection provisions of the State in which the Customer has their habitual residence shall remain unaffected.

13.2. For actions of KOOS against the Customer, the statutory place of jurisdiction applies. The Customer can sue KOOS before the court competent in accordance with the statutory provisions, in particular before the court at their place of domicile.

13.3. KOOS is not obliged and not willing to take part in dispute resolution proceedings before a consumer arbitration body. We inform the Customer separately about this, insofar as legally prescribed.

14. Final Provisions

14.1. If any provision of these GTC is wholly or partly invalid or unenforceable or becomes so, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid or unenforceable provision.

14.2. Amendments to these GTC for Consumers apply only to future contracts and require text form. For contracts already concluded, the GTC incorporated at the time of conclusion of the contract apply.

14.3. The English version of the Terms and Conditions is only a translation. In the event of a dispute, the German version shall prevail.

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