KOOS

General Terms and Conditions of Sale and Delivery for Jewellery

For use in all contractual relationships for the sale and delivery of jewellery (the "**Jewellery Terms**") of KOOS Edelmetalle GmbH, with registered office in Renningen, entered in the commercial register of Stuttgart under HRB 252425 ("**KOOS**") with companies, legal entities under public law, and public-law special funds (the "**Customer**").

1. Scope of Application, Subject Matter of the Contract

1.1. The Jewellery Terms are a special annex to the General Terms and Conditions of Sale and Delivery of KOOS, available at https://www.koos.de/de/agb. They supplement these and shall prevail over them in the event of any contradiction in the area of jewellery. Otherwise, the Jewellery Terms shall apply accordingly.

1.2. Contradictory or deviating terms of the Customer are hereby expressly objected to, unless KOOS expressly agrees to them in writing. These Jewellery Terms shall apply even if KOOS, with knowledge of contradictory or deviating terms of the Customer, performs the contractual service without reservation.

1.3. Amendments and additions to these Jewellery Terms and to the contracts concluded between the Parties require text form (e.g. e-mail) to be effective. This also applies to an amendment of this text form requirement.

1.4. Individual contractual agreements (including ancillary agreements, additions, and amendments) made after conclusion of the contract shall prevail over these Jewellery Terms if they are confirmed by KOOS in text form.

2. Conclusion of the Contract, Documents

2.1. All offers of KOOS are made without obligation unless expressly designated as binding. A contract shall be concluded by an order confirmation (acceptance) made in writing or in text form, or by the directly dispatched invoice.

2.2. By placing an order in the online shop of KOOS, the Customer makes a binding offer to purchase the product concerned. KOOS may accept the offer within five working days. KOOS shall send the Customer a confirmation of receipt of the offer promptly upon receipt of the offer, which shall not constitute acceptance of the offer.

2.3. KOOS reserves all rights to all offer and contract documents, drafts, drawings, illustrations, samples, models, and prototypes; they may not be reproduced or made available to third parties without prior consent of KOOS.

3. Prices, Payment, Set-Off

3.1. All prices stated are net prices in euros (EUR) plus the respective applicable statutory value added tax (VAT), unless expressly agreed otherwise or prescribed by law. Subject to a separate agreement, all prices are exclusive of postage, shipping, freight, packing, and insurance, ex works KOOS.

3.2. The metal component of the respective jewellery (the "**precious metal share**") shall – unless otherwise agreed – be calculated at the KOOS jewellery sales price for the jewellery per gram of the respective precious metal in euros valid at the material time (the "**KOOS jewellery sales price**"). The KOOS jewellery sales price for the respective jewellery is available online in the customer portal or by telephone. The material time is the sorting out and weighing of the jewellery by KOOS promptly after conclusion of the contract with the Customer.

Where agreed with the Customer, the settlement of the precious metal share may take place through the metal account to be maintained for the Customer (the "**opt-in**"). No. 3 of the Sales GTC under "Metal Account" shall apply accordingly (current account, pooled custody, transfers, negative balance, set-off), available in the customer portal.

3.3. Faccon and handling costs shall be invoiced separately, insofar as the settlement takes place through the metal account.

3.4. Weight losses arising from the processing of the subject matter of the contract ("**PV**") and which typically occur as a result of the state of the art shall be shown by KOOS on the invoice.

3.5. Invoices are payable immediately upon receipt of the invoice without deduction, unless otherwise agreed with the Customer. The material date for the commencement of the payment period shall be the date of receipt of the invoice by the Customer. If the payment period is exceeded, the Customer shall be in default without further reminder.

3.6. KOOS shall be entitled, in particular in the case of an initial business relationship with a Customer, in the case of individually manufactured pieces of jewellery (special orders), or in the case of orders with an unusually high value of goods, to demand an appropriate advance payment or prepayment. KOOS shall show the extent of the advance payment or prepayment in the offer or in the order confirmation. In these cases, KOOS shall be entitled to begin the execution of the order only upon receipt of the advance payment or prepayment.

3.7. Insofar as the consideration for the precious metal share is settled through the metal account of the Customer, KOOS shall be entitled, before execution of the order, to check whether sufficient cover in the form of metal credits exists. If no sufficient cover exists, KOOS may make the execution of the order conditional on a corresponding top-up of the metal account or an appropriate prepayment. If the Customer tops up the metal account before execution of the order, it may not dispose of the topped-up metal credit until full settlement of the contract.

3.8. The Customer shall be entitled to set off or exercise a right of retention only if the counter-claim is undisputed, established by a final judgment, or ready for judgment.

3.9. KOOS shall be entitled to set off outstanding claims against the Customer, including monetary payment claims, with claims arising from the metal account and to make the corresponding bookings on the metal account. The valid KOOS daily sales price on the day of set-off shall apply.

3.10. The prices offered and agreed by KOOS for the settlement of the order (in particular material, energy, labour, transport, disposal, tax, and customs costs) are based on the cost factors applicable at the time of conclusion of the contract. If cost increases arise after conclusion of the contract but before the rendering of the service, which KOOS is not responsible for and which were not foreseeable at the time of conclusion of the contract (in particular changes in taxes and customs duties, official levies, significant changes in precious metal quotations, significant increases in energy prices, wars, embargoes, natural disasters, pandemics, or comparable events), KOOS shall be entitled to adjust the prices to the extent in which the named cost factors have actually increased. KOOS shall notify the Customer of the price adjustment in text form, setting out the material cost factors. If the price increase exceeds ten per cent of the originally agreed price, the Customer shall be entitled, within fourteen days after receipt of the notification, to withdraw from the contract, to the extent that it has not yet been performed.

4. Delivery, Time of Performance

4.1. Delivery times shall be non-binding, unless expressly agreed to be binding.

4.2. Compliance with delivery or performance obligations, in particular delivery dates, shall be conditional on the lawful and proper fulfilment of any cooperation obligations of the Customer and on the existence of any required official permits and licences. The defence of non-performance of the contract shall be reserved.

4.3. Where dispatch has been agreed, the risk of accidental loss and accidental deterioration shall pass to the Customer upon handover of the goods to the carrier/freight forwarder. Upon request of the Customer, KOOS shall conclude a transport insurance at the expense of the Customer.

4.4. KOOS shall be entitled to reasonable partial deliveries.

5. Unauthorised Returns

If the Customer returns the subject matter of the contract to KOOS without grounds, although no right to do so exists, KOOS shall be entitled to demand a flat-rate expense of fifty euros from the Customer. The Customer remains free to prove that lower costs actually arose.

6. Selection Transaction

6.1. At the request of the Customer, KOOS shall send the Customer a selection of jewellery determined by KOOS for trial and selection (the "**selection goods**"). A purchase contract between KOOS and the Customer (the "**selection transaction**") shall arise with the dispatch of the non-selected jewellery selection in respect of the subject matter of the contract not returned by the Customer to KOOS.

6.2. The selection transaction shall take place at the cost and risk of the Customer. The risk shall pass to the Customer with the handover of the selection goods to the Customer or, in the case of dispatch, to the carrier. The Customer shall bear the risk until the time at which the selection goods, upon return, are received by KOOS. The Customer shall be obliged to adequately insure the selection goods at its own expense against robbery, burglary, robbery by extortion, fire, and water damage, and shall hereby assign to KOOS in advance, for security, its claims against the insurance in respect of future damage cases. KOOS hereby accepts the assignment.

6.3. The selection shall be limited in time. The specific selection period shall be communicated to the Customer on the selection delivery note. Unless otherwise agreed, the selection period shall be seven working days from receipt of the selection goods by the Customer. KOOS shall be entitled, at any time, to demand the return of the selection goods. If the Customer does not return the selection goods to KOOS within three working days after expiry of the selection period, a contract for the entire selection goods shall be concluded.

6.4. The selection goods shall remain in the property of KOOS. The Customer shall promptly inform KOOS of any incidents concerning the selection goods (in particular loss, damage, theft). The Customer shall bear the costs for a proper preparation of the selection goods in the event of damage, in particular in the case of scratches or comparable damage.

6.5. KOOS shall be entitled, in order to secure the claims resulting from selection transactions, to demand security up to the amount of one hundred per cent of the value of the selection goods. To this end, KOOS may in particular demand that metal credits of the Customer (metal value) in the amount of the value of the goods be blocked (frozen) or that other appropriate security is provided.

6.6. KOOS shall be entitled, at any time, itself or by commissioned third parties, to verify the proper storage of the selection goods and to carry out or have carried out an inventory. The Customer shall be obliged to examine the selection goods upon delivery as to quantity and freedom from defects, in particular as to consistency with the specification including the article numbers. Any defects must be notified to KOOS promptly, stating the article number. Defects that were not recognisable in the examination required must be notified promptly after their discovery.

6.7. The Customer shall be liable for the loss, improper handling, or damage of the selection goods in its custody, unless the loss, improper handling, or damage is based on circumstances that could not be averted even with the care of a prudent merchant.

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6.8. The Customer shall be entitled to take selection goods out of the selection in the ordinary course of business and to sell and transfer them to end customers.

6.9. With the taking out of the selection goods from the selection for the purpose of sale to an end customer, a purchase contract shall be concluded between KOOS and the Customer in respect of the taken-out selection goods. The prices of KOOS shown on the selection delivery note shall apply. The Customer shall promptly inform KOOS of the taken-out selection goods.

7. Defects, Product Description

7.1. The condition of the items delivered shall be determined exclusively by the specification subjectively agreed between the Parties (e.g. alloy, form).

7.2. Further objective condition requirements shall apply only if expressly agreed. The Customer's statutory mandatory rights shall remain unaffected.

7.3. The Customer is aware that, in the case of special orders by KOOS, weight fluctuations of the items delivered of up to fifteen per cent as well as smaller dimensional deviations due to the sample are possible.

7.4. Product descriptions, drawings, designs, samples, and prototypes for jewellery serve to describe in more detail the condition owed. Changes shall remain permissible within the scope of commercial tolerances, insofar as the agreed function and appearance are not substantially impaired.

7.5. The Customer may not refuse acceptance on account of insignificant defects.

7.6. The Customer shall examine the goods promptly upon delivery and notify any defects promptly in writing or in text form; otherwise, the goods shall be deemed approved.

7.7. The subsequent performance shall take place at the choice of KOOS by remediation or re-delivery.

7.8. Claims for defects shall expire twelve months after delivery. The limitation period shall not begin to run anew as a result of the subsequent performance.

7.9. KOOS assumes no warranty that, by the incorporation, further processing, and resale of the items delivered under another brand, the intellectual property rights of third parties are infringed. However, KOOS warrants to the Customer that it is not aware of the existence of such intellectual property rights of third parties in the subject matter of the contract.

8. Liability

8.1. KOOS shall be liable without limitation for intent and gross negligence. For simple negligence, KOOS shall be liable in a limited manner for typical, foreseeable damage and only insofar as a breach of a duty the fulfilment of which alone enables the proper performance of the contract and on whose observance the Customer may regularly rely (a cardinal duty) is committed.

8.2. The foregoing limitations and exclusions of liability shall not apply to damages caused intentionally or with gross negligence that result from the infringement of life, body, or health or from other non-excludable statutory provisions.

8.3. To the extent that the liability of KOOS is excluded or limited, this shall also apply to the personal liability of employees, workers, staff, agents, and vicarious agents.

8.4. Insofar as nothing else is provided in these GTC, other contractual and extra-contractual claims of the Contractual Partner against KOOS, which are based on a defect or a breach of duty, shall expire within one year from the statutory commencement of limitation. Excluded therefrom are claims for infringement of life, body, or health, damages caused intentionally or with gross negligence, and claims under the Product Liability Act; for these, the statutory limitation periods shall apply.

9. Severability Clause

If any provision is invalid or becomes invalid, the validity of the remaining provisions shall remain unaffected. The Parties shall replace the invalid provision with a valid one that comes as close as possible to the economic purpose of the invalid provision.

10. Choice of Law, Jurisdiction

10.1. KOOS may amend these GTC with a notice period of two months in text form. Consent shall be deemed given if the Contractual Partner does not object before the proposed date of effectiveness; KOOS shall draw separate attention to this.

10.2. These GTC shall be governed by the law of the Federal Republic of Germany, excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.

10.3. The place of jurisdiction for all disputes arising out of or in connection with this contractual relationship shall, to the extent legally permissible, be the registered office of KOOS.

10.4. 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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