KOOS

WEIGHT ACCOUNT AGREEMENT

between

KOOS EDELMETALLE GmbH
Steinbeisstraße 1
71272 Renningen

Represented by: Kevin Koos, Managing Director
Commercial Register: District Court Stuttgart, HRB 252425
VAT Identification Number: DE147 867 079

(hereinafter "KOOS")

and

Name / Company: _____ **Represented by:** _____

Address: _____ **Commercial Register:** _____

_____ **VAT Identification Number:** _____

E-mail address for notices and settlements in text form: _____

(hereinafter the "Contractual Partner")

KOOS and the Contractual Partner are each referred to herein as a "Party" and together as the "Parties". This Agreement is concluded exclusively with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).

§ 1 Basis of the Agreement

(1) This Weight Account Agreement governs the establishment, maintenance, use, and settlement of weight accounts of the Contractual Partner at KOOS in connection with metal and precious metal transactions, in particular purchases, sales, recycling, reworking, services, custodianship, and other inflows and outflows of metals.

(2) Individual agreements between the Parties shall prevail. In addition, the KOOS Purchasing Terms / General Terms and Conditions for B2B specifically designated at the time of conclusion of the contract shall apply in the respective version incorporated (the "KOOS GTC"), available at: www.koos.de/agb. The KOOS GTC shall be made available to the Contractual Partner at the time of conclusion of the contract.

(3) In the event of any contradiction, this Weight Account Agreement shall prevail, followed by the individual agreements, which in turn shall prevail over the KOOS GTC. Insofar as this Agreement does not contain a provision, the KOOS GTC shall apply supplementarily.

§ 2 Establishment and Maintenance of the Weight Accounts

(1) KOOS shall maintain one or more weight accounts for the Contractual Partner. Each weight account shall record holdings and movements by metal type, fineness, and weight in grams of fine content / fine metal. The accounts shall be maintained as current accounts (Kontokorrent).

(2) Claims and obligations arising from the transactions referred to in Section 1(1) shall be booked as a credit entry or a debit entry. Booking shall take place by metal type and weight quantity. Form, denomination, method of manufacture, serial numbers, or other individualisation shall only be owed to the extent that the underlying transaction expressly provides for it.

(3) To the extent applicable to the respective transaction, the maintenance of the accounts shall be governed by the requirements of the BMF letter of 17 January 2022, III C 2 – S 7100/19/1002:002, in the respective applicable version. The mere maintenance of the weight accounts is free of charge; fees for individual transactions, analyses, reworking, transport, insurance, custodianship, or other services shall be determined by the underlying transaction or the KOOS GTC.

§ 3 Nature of the Credit Entry and Delivery Claims

(1) A credit entry may give rise to a specific delivery claim to a particular metal where this is agreed in the underlying transaction or is implied by its purpose. This is in particular the case where the metal type, fineness, and – where agreed – form, denomination, or place of delivery have been specified.

(2) A credit entry may also give rise to a non-specific metal credit. The classification shall in each case be determined by the underlying transaction. The mere booking on a weight account does not give rise to a claim to a particular form, denomination, serial number, or individualised item unless this has been expressly agreed.

(3) Where a delivery claim exists and no different individual agreement has been made, KOOS may perform by means of metals of standard industrial quality. Precious metals held by KOOS to satisfy delivery claims or in the context of other custodianship services may be held in pooled custody; separate storage for individual contractual partners is not owed.

(4) Together with the invoice or the credit entry, KOOS shall provide the Contractual Partner with an account statement showing the opening balance, all bookings within the relevant period, and the closing balance (the "Metal Account Statement"). The Contractual Partner shall examine the Metal Account Statement promptly upon receipt. Any objection to the Metal Account Statement must be notified to KOOS promptly, and in any event no later than two weeks after receipt, in text form. If no objection is received by KOOS within this period, the Metal Account Statement shall be deemed approved. This shall not apply to objections based on mere arithmetic errors, tax-relevant matters, or clerical errors, or which were not recognisable by the Contractual Partner within the period without its own fault. Metal account balances may further be reviewed at any time in the KOOS customer portal.

§ 4 Ownership, Purchase and Sale

(1) In the case of a purchase or sale of metals between the Parties, ownership shall be transferred in accordance with the respective underlying transaction and the booking made on the weight account.

(2) Where the Contractual Partner purchases metals from KOOS, the transfer of ownership to the Contractual Partner shall be subject to the condition precedent of full payment of the agreed purchase price. Until the condition is fulfilled, the relevant metals shall remain the property of KOOS.

(3) Where the Contractual Partner sells metals or raw material to KOOS and KOOS pays an agreed advance or part payment or delivers agreed replacement material, the resulting bookings and set-off obligations shall be carried out in accordance with the underlying transaction. The statutory and contractual rights of the Parties shall remain unaffected.

§ 5 Analysis, Lot and Settlement

(1) For delivered fine gold or other precious metal-bearing material, KOOS shall assign a unique order or processing number. This number shall be linked to the sample, the analysis report, the bookings, and the settlement.

(2) KOOS shall determine, or arrange for the determination of, the net weight and the fine content in accordance with the agreed or customary industry analysis procedure. The analysis report shall state at least the lot number, the net weight, the fine content, and the relevant analysis allocation.

(3) The substantive metal settlement shall disclose the calculation basis and the individual calculation steps, in particular the net weight, the fine content, the applicable prices, deductions, costs, and the resulting metal quantity or monetary claim. It is to be distinguished from a VAT credit note or invoice. To the extent KOOS issues a VAT credit note in the name and for the account of the Contractual Partner, this requires a separate agreement and shall be made in accordance with the statutory requirements.

(4) Before a final analysis result is available, KOOS may issue a credit entry expressly marked as provisional. Once the analysis report is available, KOOS shall issue the metal credit entry; the metal credit entry shall supersede the provisional credit entry only to the extent of its subject matter.

§ 6 Examination, Objections and Counter-Analysis

(1) The Contractual Partner shall examine the analysis report and the final settlement promptly. Recognisable objections to the weight, fine content, analysis allocation, price, or deductions must be notified to KOOS in text form, with adequate detail, within ten working days after receipt. The notification shall state the relevant credit entry number, lot number, and the grounds for the objection.

(2) The period in paragraph (1) does not constitute a fiction of approval. It does not exclude objections based on non-recognisable errors and shall leave statutory rights unaffected.

(3) In the case of a substantiated objection to the analysis, KOOS shall retain the identified sample, if available and technically possible, until the matter has been clarified. The Parties shall promptly agree on a counter-analysis by an independent and technically qualified assaying office.

(4) The costs of the counter-analysis shall initially be borne by each Party in equal halves. If the counter-analysis results in a material deviation in favour of one Party, the other Party shall bear the reasonable costs; otherwise, the costs shall be allocated equitably based on the result. The undisputed amount or metal share shall be settled irrespective of the counter-analysis.

§ 7 Bookings, Corrections and Notifications

(1) KOOS shall book business transactions in a comprehensible manner and shall inform the Contractual Partner about bookings in a reasonable form, in particular by way of settlement, Metal Account Statement, credit entry, or electronic customer portal.

(2) KOOS shall be entitled to correct erroneous credit entries or debit entries by way of a cancellation entry or correction entry, provided that a substantive or legal reason exists. KOOS shall notify the Contractual Partner promptly, and in any event no later than with the next account statement, of the correction and its reason.

(3) An account statement shall at least show the opening balance, the bookings within the relevant period, and the closing balance, insofar as this is possible and owed given the nature and scope of the business relationship.

§ 8 Weight Account Balance

(1) Weight accounts shall show a balanced or positive balance. A negative balance shall be permitted only on the basis of a special agreement or an express tolerance declared by KOOS.

(2) The Contractual Partner shall settle a negative balance, following a written or text-form request from KOOS, within a reasonable period set by KOOS, at the choice of KOOS by delivery of the corresponding metal quantity, a metal transfer, or payment of the cash value at the applicable KOOS sales price. After expiry of the period, KOOS shall be entitled to carry out legally and contractually permissible cover transactions at the expense of the Contractual Partner.

(3) Where KOOS expressly tolerates a negative balance, no claim to future tolerance shall arise. Loan interest shall be owed only if expressly agreed; it shall amount to nine percentage points above the respective base rate on the negative balance calculated as a monthly average. Settlement shall be made on a monthly basis.

§ 9 Disposal of Positive Balances

(1) The Contractual Partner may dispose of a positive metal credit in accordance with the underlying transaction and the KOOS GTC, in particular by delivery of the corresponding metal or by payout of the cash value. The disposal must be notified to KOOS in text form with reasonable advance notice, and in any event at least three working days in advance, unless individually agreed otherwise.

(2) For a payout, the KOOS purchase price agreed in the underlying transaction or otherwise applicable shall apply, in particular the KOOS purchase price. For the settlement of a negative balance, Section 8(2) shall apply. Costs of any manufacture, reworking, provision, insurance, or dispatch requested by the Contractual Partner may be charged separately by KOOS in accordance with the underlying transaction or the KOOS GTC.

(3) The place of performance for the handover of metals shall, unless agreed otherwise, be the registered office of KOOS.

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§ 10 Set-off and Retention

(1) The Contractual Partner shall be entitled to set off or exercise a right of retention only to the extent that its counter-claims are undisputed, established by a final judgment, or ready for judgment, unless mandatory law provides otherwise.

(2) KOOS shall be entitled to set off due and outstanding claims against the Contractual Partner with claims arising from the weight account and to make the bookings necessary for this. Where a valuation is required, the KOOS sales price applicable at the time of set-off shall apply, unless the underlying transaction or mandatory law provides otherwise.

§ 11 Pledge and Security Agreement

(1) The Contractual Partner hereby grants KOOS a pledge over all metal credits on the weight accounts and over all other movable assets and rights that come into the possession or control of KOOS in the course of the business relationship (together, the "Pledged Items"). The pledge shall secure all present and future, conditional and unconditional claims of KOOS arising from the business relationship.

(2) KOOS shall release Pledged Items at its own discretion upon request of the Contractual Partner, to the extent that the realisable value of all Pledged Items exceeds the secured claims by more than ten per cent on a non-temporary basis.

(3) If the Contractual Partner is in default of any due obligation, KOOS shall be entitled to realise the Pledged Items in accordance with the statutory provisions, only after a warning in text form and expiry of a reasonable additional period. When selecting and realising the Pledged Items, KOOS shall take into account the legitimate interests of the Contractual Partner. Any proceeds of realisation shall be paid over to the Contractual Partner after deduction of the secured claims and reasonable realisation costs.

§ 12 Term, Termination and Wind-Down

(1) This Agreement is concluded for an indefinite term. It may be terminated by either Party with a notice period of three months, effective at the end of a calendar month, in text form. The right to extraordinary termination for good cause shall remain unaffected.

(2) Upon termination becoming effective, the weight accounts shall be wound down. Positive balances shall, at the choice of the Contractual Partner, be settled by delivery of the corresponding metals or by payout of the cash value at the applicable KOOS purchase price, insofar as this is not precluded by any due counter-claims, security rights, or other contractual rights. The wind-down shall take place within a reasonable period.

(3) Negative balances shall be settled promptly, and in any event within a reasonable period set by KOOS, in accordance with Section 8.

§ 13 Inactive Accounts

(1) KOOS shall be entitled to wind down a weight account on which no movement has taken place over a prolonged period and whose balance does not exceed an appropriate minimum quantity, following prior notification in text form.

(2) The notification shall state the relevant balance, the intended method of wind-down, the applicable price, and a reasonable period for the Contractual Partner to respond. If the period expires without effect, KOOS shall be entitled to pay out the cash value at the applicable KOOS purchase price or to set it off against due claims, to the extent legally permissible.

§ 14 Final Provisions

(1) Amendments and additions to this Agreement shall require text form. This also applies to the amendment or waiver of this text form requirement. Individual agreements shall remain unaffected thereby.

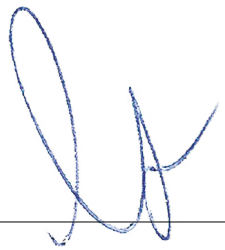
(2) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the rules of private international law to the extent that they would lead to the application of another legal order. The place of jurisdiction for all disputes arising out of or in connection with this Agreement shall, to the extent legally permissible, be the registered office of KOOS.

(3) If any provision of this Agreement is or becomes wholly or partly invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The Parties shall replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.

(4) The KOOS GTC and the applicable data protection provisions of KOOS have been acknowledged and accepted.

(5) The English version of the Weight Account Agreement is only a translation. In the event of a dispute, the German version shall prevail.

Renningen, on 26.10.2026



KOOS Edelmetalle GmbH
Kevin Koos, Managing Director

Contractual Partner
Name of representative:
Signature / Company seal