

1 EFFECTIVENESS OF AGREEMENTS:

- 1.1. The following conditions apply to all current and future contracts unless they are expressly modified or excluded. This also applies to subsequent contracts to which the seller not expressly points at.
- 1.2. The seller hereby expressly contradicts deviating terms of the buyer.

2 CONTRACT:

- 2.1. The sales offers are non-binding and without obligation, unless they are expressly stated to be firm.

3 PRICES, DELIVERY AND PAYMENT OF PRECIOUS METAL:

- 3.1. Generally the prices mentioned in the seller's offer are non-binding. A binding contract comes into effect according to prices listed in the order confirmation.

- if they are based on changes in price-fixing that have arisen after the conclusion of the contract and were unforeseeable,

- are justified by the change in the price-fixing factors

- are indicated to the buyer within a reasonable time.

- and the seller is not in arrears in performance when the cost-increasing factors begin.

For price increases that exceed the prices listed in the order confirmation by more than 10%, the buyer is entitled to withdraw from the contract. The prices are valid only for the individual order. Subsequent orders are all considered as new orders.

3.2 The prices of the seller are to be understood Ex works, excluding freight, packaging, insurance and any other costs arising, unless otherwise agreed upon. The value-added tax will be charged in addition to the statutory amount indicated in the invoice.

3.3. The production of the ordered goods as far as customized goods (façon goods) are concerned depends on the required quantity of precious metals by the buyer. The delivery of the precious metal is made on the account and risk of the buyer. With the delivery of the precious metal it will become the property of the seller. It is credited to the buyer on his metal account. In case of late delivery, the buyer is obliged to compensate the damage caused thereby. If the precious metal is not delivered by the buyer and the seller has not paid for the purchase, the precious metal price of the day of delivery applies.

3.4. The seller's invoices are payable within 30 days of the invoice date without any deductions.

The payment is effected as soon as the seller may finally be able to dispose of the amount. Cash discounts will generally not be granted if the buyer is in arrears with the payment for previous deliveries.

3.5. In case of arrears in payment interest at the rate of 3% above the discount rate of the Deutsche Bundesbank will be charged, at least, however, the interest calculated net by a standard bank. The right is reserved to demand and claim further damages.

3.6. If the announced minimum order quantities are not met, the seller has the right to charge a surcharge of 100% on the price charged for customized goods (façon price).

3.7. The processing waste can be different depending on the product and alloy and can be changed by the seller as required.

3.8. Bills of Exchange and checks are only accepted for payment, bills of exchange only with prior written agreement. The discount, charges and all costs related with the redemption of the bill of exchange and check amount are to be borne by the purchaser. If due to negligence of the purchaser bills of exchange or checks cannot be cashed, all these claims and all other claims against the purchaser will be due immediately.

3.9. The buyer has no right of retention, unless it is based on the same contractual relationship.

The offset can be explained only with undisputed or legally established counterclaims.

3:10 All claims against the buyer shall become due immediately, if

- the buyer is in arrears with the payment of a debt,

- his financial circumstances after the conclusion of contract have a significant deterioration or this becomes known to the seller.

- he argues to be unable to fulfil the obligations under a contract concluded with the seller in time or

- he violates culpably considerable essential contractual agreements for the seller, including the general terms and conditions.

In all the above cases, the seller is also entitled to demand all other deliveries to be made one after the other against payment or adequate security.

3:11. Payments made and delivered precious metals are first charged to the previous debt, even if the payment for certain named goods is made. The redemption of the delivered precious metals of existing claims is made on the basis of the current rate at the place of performance.

4 DELIVERY, DELIVERY TIMES, IMPOSSIBILITY, DELAY IN DELIVERY:

4.1. This regulation should be revised as follows. The seller is entitled to make partial deliveries, as long as the remaining parts are completed within the agreed service time. In case of a partial delay in delivery by the seller or from this or impossibility to perform the service caused by this, the buyer has no right to claim compensation for non-fulfilment of the complete contract or to cancel the contract unless the interest of the buyer on partial performance has ceased. Goods which are ready for dispatch must be collected without delay as long as collection has been agreed.

4.2 Delivery dates are generally not regarded as fixed dates.

However, the buyer can ask the seller in writing six weeks after a non-binding delivery to deliver within a reasonable period. In case of non-compliance, the seller is at fault. Adherence to a binding delivery period presupposes the in-time receipt of all required documents to be supplied by purchaser such as licenses, information as well as precious metals.

Agreed delivery deadlines are met if the goods to be delivered have been dispatched by the deadline, or if the buyer is obliged to collect the goods or he has been informed that the goods are ready for dispatch.

4.3. Delivery can be extended without further notice in case of force majeure. Industrial action such as strikes and lockouts at the seller's premises, unpredictable and unforeseeable official actions not caused by the seller and malfunctions and similar events of a duration of no more than eight weeks. This also applies if the circumstances occur at sub-suppliers. If the seller can prove unreasonable difficulties as mentioned above which were not caused by him, he is entitled to cancel the contract. Damage claims of the purchaser are excluded. The above-mentioned circumstances are not the responsibility of the seller, if during an already existing slight negligence of the seller the delay in delivery has arisen.

4.4. If a delay in delivery is caused by the seller, the purchaser has to grant the seller a reasonable extension of at least six weeks.

After the extension period and the threat of rejection have expired, the buyer is entitled to cancel the contract if the goods have not been reported to be ready for dispatch before the deadline expires.

4.5. A compensation for the damage caused by the delay of the buyer for slight negligence of the seller is excluded, as far as non-essential legal interests are affected by the damage, which are usually not insured or special trustworthiness does not exist. If an exclusion of damages is not carried out, or damages caused by delay was caused by gross negligence by the seller, the compensation for atypical and unforeseeable damage is limited to 20% of the value concerned (excluding precious metals).

4.8. In case of impossibility caused by the seller claims for damages claimed by the buyer are in accordance with Section 4.5.

5 RECEIPT OF GOODS

5.1 If the buyer causes a delay in acceptance at the place of delivery

- even with possible part deliveries, or he does not collect the goods within the agreed period of time - if an agreement has not been made - within a two weeks period since the readiness for dispatch or the shipment is delayed in any other cases for which the buyer is responsible, the buyer has the right to claim the additional costs from the seller. The seller is entitled, independent from further legal options, to demand immediate payment. In addition he has the right either to store the goods at the expense and risk of the buyer who has to pay 2% flat storage costs monthly of the gross contract value of the delivered goods or the seller can deliver the goods to the buyer as soon as possible. The right of proof of further damage is reserved.

5.2. The seller is entitled to withdraw from the complete contract or parts of the contract after an extension of two weeks set by him and a threat of rejection or he is entitled to claim damages for non-fulfilment of the complete contract or any part thereof.

5.3. If the seller claims damages for non-fulfilment, the minimum compensation amount is at least 20% of the purchase price without VAT. The amount of compensation is higher or lower if the seller can prove a higher damage or the buyer can prove a lower damage.

6 DISTRIBUTION AND TRANSFER OF RISK:

6.1. Delivery is Ex works Pforzheim.

6.2. With the handing over of the goods to the buyer –when the goods leave the seller's premises at the latest - the forwarding agent, carrier or any other company or organisation ordered to ship the goods - the risks pass from seller to buyer. Decisions concerning shipping, choice of mode of transport and the transport route as well as adequate packaging are made to his best knowledge by the seller. In case of a delay in acceptance by the buyer the risks pass from seller to buyer as soon as the readiness for dispatch has been reported to the buyer

6.3. In case of a possible return which is not caused by a justified complaint the goods are to be returned to the seller by the same form of transport as they were shipped from the seller's premises and the buyer has to ensure adequate insurance cover. This also applies to shipments which are sent to a recipient specified by the buyer as well as shipments delivery paid.

6.4. The seller is only obliged for shipping insurance at the explicit request of the buyer.

7 OWNERSHIP:

7.1. Delivered goods remain the property of the seller until all claims have been fulfilled, including all future claims from the business relationship - even if payments for specific claims are made.

For current accounts, the retained goods serve as security for the outstanding balance. The buyer is entitled to resell the delivered goods only as part of the ordinary course of business. He is not entitled to any other disposition; in particular, any form of seizure or transfer of ownership in favour of third parties and without the consent of the seller.

7.2. If a reason is given to change liability of the seller in connection with the purchase price, the ownership does not expire before the changed liability expires. This includes all further legal rights according to the balance of account as mentioned in section 7.1

7.3. Each processing, mixing and combining the goods by the buyer shall always see the seller as manufacturer, but without any obligation for him. If the ownership or co-ownership of the seller ends through mixing of the goods, it is already now agreed that ownership or co-ownership passes to the buyer at the uniform proportionate value (invoice amount). The buyer shall maintain ownership or co-ownership of the seller free of charge, using professional diligence. Goods which are the in the ownership or co-ownership of the seller will be called reserved goods in the following.

7.4. The purchaser hereby assigns all revenues from a resale or any other legal reason – claims for compensation, insurance, inappropriate action - arising with regards to the reserved goods - including all balance claims from the current account - and minor rights to the seller. The seller agrees not to collect the assigned claims as long as the buyer meets his financial obligations.

The buyer, however, is required to give the seller on request the name of third party debtors in order to notify them of the assignment. Furthermore the seller is obliged to take all measures necessary in connection with § 402 BGB to ensure and obtain the rights of the seller. Until receipt of another instruction, the buyer is entitled to collect the claims fiduciary.

7.5. The seller is entitled to demand at any time to surrender the ownership of his goods if the buyer is in arrears or if the seller has reason to believe that the fulfillment of his demands is endangered by the buyer. This claim for a lien (the right to retain the goods) cannot be asserted.

The seller can withdraw the authorization to sell the delivered goods, under the same conditions.

The assertion of a lien (the right to retain the goods) or seizure of other goods in the property of the seller does not constitute, if in doubt, a withdrawal from the contract, unless the instalment law applies.

7.6. The buyer has to inform the seller immediately about all third-party access to the related goods or claims of the seller to the assigned property - especially measures of execution - and about all damage to these objects that might take place.

7.7. The buyer is obliged to compensate the seller for all damage and costs - including legal costs and solicitors fees - incurred by the seller due a breach of the obligations by the buyer or all necessary intervention measures against access by third parties.

7.8. If the retention of property or the assignment under foreign law, in whose area the goods are, is not effective, the retention of property and the assignment including the security in this jurisdiction area are seen as agreed upon. If the participation of the buyer is required to establish those rights, he is, on demand of the seller, obliged to take all steps necessary to establish and maintain such rights.

7.9. If the value of the existing securities exceeds the claims of the seller by more than 20% the seller releases securities on demand at his discretion.

The buyer is obliged to insure the reserved goods sufficiently at his own cost in favour of the seller against theft, robbery, burglary, fire and water damage. The seller passes already now all insurance claims concerning the reserved goods to the seller.

8 WARRANTY:

8.1. The buyer shall inspect the goods immediately upon receipt. He has to notify the seller immediately, within eight days at the latest, in writing of all shortcomings not listed on the delivery note.

8.2. In a warranty case, the rights of the buyer are limited to repair work or replacement. In case of failure or impossibility of repair work or replacement, the seller is entitled to demand either a reduction in payment or cancellation of the contract. When making his choice he also has to take into consideration the interests of the seller.

8.3. Small variations, usual in business or technically unavoidable in quality, colour, shape, workmanship, weight, design and execution of work shall not entitle claims for warranty.

These claims can also not be made if the buyer himself undertakes changes and repair work without the prior consent of the seller.

8.4. Thus, the claims of the buyer due to faulty deliveries are finally settled. Claims for damages by the buyer due to lack of assured characteristics shall not be affected.

9 LIABILITY:

9.1. The seller is liable for positive breach of contract, negligence of contract as well as outside the contract only for intent and gross negligence.

9.2 The seller's liability for indirect or consequential damage does not apply for slight negligence excluding the liability for assured characteristics, otherwise only if it concerns foreseeable and typical damage.

10 WITHDRAWAL, Right for REDEMPTION:

10.1. If after conclusion of contract a significant deterioration of assets of the buyer occurs the seller has the right to cancel the contract

no matter of all other obligations concerning the case of non-delivery including appropriate deadline and the threat of rejection if the buyer has not supplied adequate security or service in return despite a reminder by the seller.

10.2. In case of definite return of goods due to financial difficulties or insolvency of the buyer, the seller has the right to use these goods otherwise, including customized goods (façon goods). The seller thereby provides in favour of the buyer the amount of money in settlement for the sale of the precious metal content of recovered goods less the smelting loss as well as all possible expenses like costs for edging, for separating etc. that would arise at the day of return according to the second London gold fixing.

11 PROTECTION OF INTELLECTUAL PROPERTY:

11.1. All designs, drawings, samples, models, etc. are the intellectual property of the seller. The buyer may use the above-mentioned only in the context of the business with the seller under the agreement of the seller. In particular, with the help of models of the seller the buyer is neither allowed to imitate or reproduce in any way nor to use, distribute or sell such counterfeit or replica models. The buyer agrees, apart from any other obligation, to pay a contractual penalty to the amount of EURO 300.000.- to the seller for each infringement of the above-mentioned points, unless he can prove his non-fault.

12 DATA PROCESSING:

The seller is entitled to process or have processed all the relevant business data of the business relationship with the buyer according to the Data Protection Act.

13 SELECTIONS AND PROVISION OF SAMPLES DELIVERIES (shortened in the text S + P):

13.1. The terms of sale and the terms of delivery of the seller also apply to S + P regardless of following regulations.

13.2. If goods are left with the buyer as S + P, then they are regarded as bought by the purchaser unless they are returned within the period of time indicated in the enclosed accompanying shipping documents.

13.3. With the acceptance of the goods through the purchaser all risks, including all risks of loss or damage pass to the buyer.

13.4. Selections and sample shipments are only to be paid net cash.

13.5. If selection goods are used by the buyer for exhibitions or are part of the travel stock or not stored in a safe outside business hours the buyer bears all risks for loss or damage. The buyer has to take out insurance coverage of the selection goods. The buyer hereby passes in advance all insurance claims to the seller.

14 GENERAL:

14.1. The place of performance for all obligations of the contract is Pforzheim.

14.2. Court of Jurisdiction is Pforzheim.

14.3. Orders and deliveries are subject exclusively to the laws of the Federal Republic of Germany, even if the transactions are effected abroad. The application of international purchase laws and uniform laws on sales of 17 7.1973 are excluded.