

## GENERAL TERMS AND CONDITIONS FOR SAFE DEPOSIT BOXES

### 1 Scope of application

We offer our customers the opportunity to store their precious metals or other valuables in a safe deposit box. All our offers and services relating to the rental of safe deposit boxes are based exclusively on these General Terms and Conditions of Contract. Deviations from these contractual conditions are only effective if we confirm them in writing.

### 2 Offers

All our offers to rent safe deposit boxes are subject to change and non-binding. Only the customer's application constitutes a concrete and legally binding offer. A rental contract for a safe deposit box is only concluded upon our written confirmation, but at the latest when the safe deposit box keys are handed over to the tenant.

### 3 Duration of the tenancy

The safe deposit box is rented for an indefinite period. The rental agreement can be terminated at any time by either party in writing with three months' notice to the end of the year.

The right to terminate for good cause remains unaffected. In particular, we may terminate the rental agreement without notice if the tenant is more than two months in arrears with payment of the rent due and a reasonable grace period granted to the tenant for payment has expired without result.

### 4 Subletting

Subletting the safe deposit box is not permitted.

### 5 Individual right of disposal for several tenants

If several persons are tenants of the safe deposit box, each of them is entitled to dispose of the safe deposit box alone and to make all agreements in connection with the safe deposit box rental agreement. The tenants are jointly liable for the obligations arising from the safe deposit box rental agreement.

Each Tenant may revoke the individual right of disposal of another Tenant at any time vis-à-vis Geiger with effect for the future. Geiger must be informed of the revocation immediately and, if possible, in writing for reasons of proof. All tenants may then only dispose of the safe deposit box jointly.

After the death of a tenant, the powers of the other tenants remain unchanged. However, the surviving tenants can terminate the tenancy agreement or transfer it to their name without the involvement of the heirs.

### 6 Authorization

The authorized representative is subject to the same provisions for the use of the safe deposit box as the tenant. The authorization of a third party can be revoked by the tenant in writing at any time.

### 7 Access to the safe deposit box

Access to the safe deposit box is granted exclusively to tenants and their authorized representatives and can only take place during our opening hours. Before accessing the safe deposit box, the tenant or authorized representative must identify themselves with a valid official ID.

The safe deposit box is under the lock of the tenant and our joint lock. The parties can only open the safe deposit box together. The tenant can lock the safe deposit box without our intervention.

## 8 Loss of keys

The tenant is solely responsible for the safe storage of the key. If the key is lost, we must be informed immediately. The costs incurred due to the loss of the key shall be borne by the renter.

## 9 Cabinet contents

We take no notice of the contents of the safe deposit box. No illegal, poisonous or dangerous objects or substances, radioactive materials or explosive substances may be stored in the safe deposit box by the tenant.

The tenant is liable for any damage caused by non-compliance.

## 10 Prices, terms of payment, counterclaims

The graduated prices stated in the application form apply. The prices already include the applicable statutory VAT.

The rent is payable in advance. The annual fee is due on January 1st of each year; if the contract is concluded in the current calendar year, it is due pro rata upon conclusion of the rental contract. The payment term is six weeks after the due date. Payments are made by SEPA direct debit if the tenant has not paid the invoice in cash within the calendar month in which it is due.

The tenant may not exercise a right of retention unless the right of retention is based on the same contractual relationship. The customer shall only be entitled to offset if a counterclaim has been legally established, is undisputed and/or has been recognized by us.

## 11 Information on revocation

Consumers who conclude the rental agreement outside our business premises have a statutory right of withdrawal. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside his trade, business or profession (§ 13 BGB).

The statutory provisions and the regulations set out in detail in the following apply to the right of withdrawal

### Cancellation policy

#### Right of withdrawal

**You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract.**

**To exercise the right to cancel, you must inform us (Geiger Edelmetalle AG, Stromstraße 6, 04571 Rötha, Phone: + 49 34206 6949-0, Fax: + 49 34206 6949-184, E-Mail: [info@geiger-edelmetalle.de](mailto:info@geiger-edelmetalle.de)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You can use the withdrawal form on the website [www.geiger-edelmetalle.de/en/Information/Cancellation/](http://www.geiger-edelmetalle.de/en/Information/Cancellation/), but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.**

#### Consequences of revocation

**If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any repayment fees for this repayment.**

## 12 Limitation of liability

Claims for damages - of whatever nature - against us are excluded if we or our legal representatives and vicarious agents have acted with slight negligence. We shall be liable in accordance with the statutory provisions if claims for damages are asserted

which are based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. The same shall apply in the event of a breach of a material contractual obligation. Material contractual obligations are obligations with which the contract stands or falls. However, our liability is limited to the foreseeable, typically occurring damage, except in the case of willful misconduct. Liability for culpable injury to life, limb or health remains unaffected. This also applies to mandatory liability under the Product Liability Act. Insofar as our liability for damages is excluded or limited, this also applies to the personal liability for damages of our employees, staff, representatives and vicarious agents. The renter is advised to insure the contents of the safe deposit box at his own expense.

### 13 Termination of the rental agreement

Upon termination of the rental agreement, the tenant must return both keys and vacate the safe deposit box.

If the tenant fails to vacate the safe deposit box despite being requested to do so in writing, we are entitled, but not obliged, to open the safe deposit box without the tenant's involvement. The safe deposit box will be opened in the presence of a notary at the tenant's expense. The contents of the safe deposit box will be recorded.

The tenant is obliged to pay the rent until the end of the regular rental period, but at least until the safe deposit box is opened.

We may satisfy ourselves from the contents of the safe deposit box for all claims arising from this rental agreement, whereby we may select the items from which we satisfy ourselves at our own discretion.

The remaining contents of the safe deposit box shall be stored by us at the expense of the tenant or deposited in court.

### 14 Consumer dispute resolution procedure

The European Commission provides a platform for online dispute resolution (ODR), which you can find at the following link (<http://ec.europa.eu/consumers/odr/>). Consumers have the option of using this platform to resolve their disputes. We are not willing or obliged to participate in a dispute resolution procedure before a consumer arbitration board.

### 15 Final provisions

No ancillary agreements to this rental agreement have been made.

Amendments and additions to this rental agreement and the waiver of the formal requirement must be made in writing, whereby electronic form is sufficient.

Should one of the above provisions be invalid, this shall not affect the validity of the remaining clauses. The parties are obliged to replace the invalid provision with a provision that comes closest to the invalid clause. The same shall apply if a point requiring regulation has not been regulated without being recognized.

This contract is subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

In the event of a dispute, the parties shall first endeavor to reach an amicable out-of-court solution.

To the extent permitted by law, Dresden is agreed as the place of jurisdiction.