

# General Terms and Conditions of

Coin-USA Inc.  
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USA  
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## § 1. Validity of the conditions

1. Unless otherwise agreed in writing, the following General Terms and Conditions shall apply to all deliveries and services provided by the Supplier. The Supplier shall not be bound by any deviating terms and conditions of the Customer, even if the Customer refers to them last and overrides the Supplier's terms and conditions by its own terms and conditions. Acceptance of deliveries or services shall be deemed acceptance of the Supplier's terms and conditions, notwithstanding any earlier objections.
2. The following terms and conditions, as amended from time to time, shall apply to future deliveries and services of the Supplier, even if they have not been sent to the Customer again or referred to.
3. The following provisions of § 10, point 1, and § 15 shall not apply if the customer is neither a merchant nor a legal entity under public law or a special fund under public law.
4. If the customer is an end consumer and orders goods and services via the Internet, § 9 shall not apply.

## § 2. Offers and orders

1. The Supplier's offers are non-binding and subject to change.
2. The validity of the offers is limited to the validity period specified there. However, if no period is specified, offers are valid for a maximum of 4 weeks after the offer date.
3. Orders are only binding for the supplier if he has confirmed them in writing. If the delivery is carried out without prior order confirmation, the contract is concluded by acceptance of the delivery under the supplier's general terms and conditions.
4. The quality of the goods and services offered may vary according to the state of the art at the time of delivery. This shall not affect the validity of the acceptance obligation.

## § 3. Order processing

1. For the order processing of a production, a two-stage graphic approval process of the supplier and purchaser is mandatory and part of an order. The approval process must be carried out in writing (by letter, fax, e-mail). Verbal approval is only possible if this has been confirmed in writing by the supplier.
2. In a first step, a layout of the coin is created (layout graphic), which is a purely graphic representation of the coin. This layout graphic must be confirmed in writing by the customer.
3. Another graphic is created on the basis of the approved layout graphic, "production graphic". This is a technical graphic that is used for milling the tools. The production graphic must be confirmed in writing by the customer.

## § 4. Prices

1. Unless otherwise agreed in writing, the prices shall apply ex supplier's warehouse excluding shipping and packaging.
2. Shipping and packaging shall be borne by the customer. If the customer requests a special type of packaging and shipment, the costs for this shall also be borne in full by the customer.
3. The statutory value added tax will be charged separately.
4. Any taxes, customs duties, fees, import and export duties incurred shall be borne by the customer, insofar as these are not included in our offer.
5. The Supplier shall be entitled to increase the prices appropriately if its deliveries and services are not to be provided within four weeks of the date of conclusion of the contract and its cost prices for raw materials and supplies or its costs for wages and salaries or the other costs to be borne by it have increased after conclusion of the contract.

## § 5. Terms of payment

1. The terms of payment are specified in the contract. If no terms of payment are specified, all invoice amounts are payable in advance, due immediately without deduction. Other methods of payment must be agreed in writing.
2. In the case of other payment agreements, the Purchaser shall make its payments to the bank accounts specified by the Supplier. The persons employed by the Supplier shall only be entitled to accept payments, including in the form of bills of exchange or cheques, if they are authorized to do so in writing.
3. The supplier reserves the right to accept bills of exchange and checks. Bills of exchange and checks shall only be accepted as a promise to pay. The date of acceptance shall not be deemed the date of payment. The costs of

discounting and collection shall be borne by the Purchaser. The supplier shall not be liable for the timeliness of the protest.

4. If the payment deadline is exceeded or in the event of changes in the creditworthiness or in the event of doubts about the solvency or willingness to pay of the Purchaser due to a subsequent deterioration in its financial circumstances, the Supplier shall be entitled to change the payment terms for all existing and future claims and to demand immediate payment in cash of all its outstanding claims. If the purchaser does not comply with this request within a reasonable period of time set in writing, the supplier may withdraw from the contract. In this case, the Purchaser shall not be entitled to any claim for damages.
5. The assertion of rights of retention or offsetting against any counterclaims of the Purchaser are expressly excluded, unless the Supplier has acknowledged the Purchaser's claims in writing or the Purchaser's claims have been legally established.
6. The supplier is entitled to charge reminder fees after the first reminder. In addition, the Supplier may charge interest on arrears at a rate of 5% p.a. (five out of one hundred) above the respective discount rate of the Deutsche Bundesbank, but at least in the amount of the interest paid by the Supplier to its principal bank.
7. Unless advance payment or something else has been agreed in individual cases, a payment period of 30 days shall apply to all invoices. After these days, default shall occur automatically without the supplier having to inform the customer of this additionally.

## **§ 6. Advice, documents and supporting material**

1. The Supplier shall inform and advise the Purchaser to the best of its knowledge and belief when concluding and executing the contract.
2. The documents made available to the Customer shall remain the property of the Supplier and must be treated as strictly confidential. They may not be reproduced, published or otherwise made accessible to third parties or used for any purpose other than the agreed purpose without the written consent of the Supplier. At the Supplier's request, the documents shall be returned to the Supplier without delay.
3. The content of the documents made available to the Purchaser shall not be binding on the Supplier unless the Supplier has acknowledged the content of the documents as binding in writing.

## **§ 7. Deadlines**

1. The periods agreed for the Supplier's deliveries and services shall commence upon conclusion of the contract.
2. The deadlines shall be deemed to have been met if the goods have left the supplier's warehouse before the deadlines expire. If the dispatch of the goods is delayed for reasons for which the customer is responsible, the deadlines shall be deemed to have been met if the supplier was ready to dispatch the goods before the deadlines expired.
3. Compliance with the deadlines presupposes the proper and timely fulfillment of the obligations incumbent on the customer - in particular compliance with the agreed terms of payment. If the aforementioned obligations are not fulfilled properly and on time by the customer, a reasonable extension of the deadlines shall be deemed to have been agreed.

If the Supplier has culpably failed to meet the deadlines for its deliveries and services, the Customer shall be entitled to withdraw from the contract if it has set the Supplier a reasonable grace period in writing and this grace period has expired without result. Further claims of the purchaser are excluded.

## **§ 8. Shipping, packaging, transportation**

1. The Supplier shall arrange for the shipment of the goods to the best of its judgment in accordance with normal traffic. This applies in particular to the selection of the forwarding agent, the carrier or the person otherwise designated to carry out the shipment and the choice of the mode of shipment.
2. Shipping instructions of the customer are only binding for the supplier if he has confirmed them in writing.
3. Partial deliveries are permitted and can be invoiced individually.
4. Unless otherwise agreed separately, the customer shall bear the costs of packaging and shipment. If the customer wishes to change the usual packaging for transportation, he shall also bear the costs.

## **§ 9. Transfer of risk**

1. The risk shall pass to the customer as soon as the goods have been handed over to the carrier by the supplier.
2. If the goods are ready for shipment and the shipment is delayed for reasons for which the Supplier is not responsible, the risk shall pass to the Purchaser as soon as the Supplier has informed the Purchaser in writing or verbally that the goods are ready for shipment.
3. If the transfer of risk occurs, the requirement for final settlement of the goods is fulfilled.

## **§ 10. Withdrawal, rescission**

1. In principle, the Supplier is not obliged to take back the delivered goods. If the Supplier nevertheless takes back goods already delivered at the request of the Purchaser without being obliged to do so, the Supplier shall invoice

the Purchaser for a reasonable part of the price of the returned goods or issue the Purchaser with a reasonable credit note. The return of the goods shall be at the expense and risk of the Purchaser.

2. If the Supplier is in default with its performance obligations, the Customer shall have the right to withdraw from the contract.
3. In other cases, withdrawal is only possible with the written consent of the supplier. If an order has been placed (order confirmation sent to the customer) and the service provision is in the graphic layout status (before the start of production), in the event of withdrawal by the customer, each layout graphic created (new / update) shall be remunerated with a lump sum of EUR 50. Unless a different arrangement was made in writing when the order was placed.  
If the order is canceled after the layout graphics have been approved, a further EUR 250 will be charged as a lump sum. However, if one or more production graphics have already been created, an additional EUR 150 will be charged.

If the order is already in production (release of a production graphic), the following amounts are due for payment immediately: immediately after release of the final production graphic: 10%, 5 days after release of the final production graphic 40%, 10 days after release of the final production graphic 80%. After the delivery has already been initiated, withdrawal is excluded and 100% is due.

#### **§ 11. Retention, offsetting and assignment**

1. The Purchaser shall have no right of retention to the goods delivered by the Supplier. The same shall apply to all other items handed over or made accessible to the Purchaser by the Supplier.
2. The Purchaser may not offset counterclaims that have not been recognized by the Supplier or have not been legally established.
3. The Customer may not transfer its contractual rights to third parties without the Supplier's consent.

#### **§ 12. Retention of title and rights of use**

1. The delivered goods shall remain the property of the Supplier until all claims of the Supplier against the Customer have been settled in full.
2. If the Purchaser is a merchant, a legal entity under public law or a special fund under public law, the Purchaser is obliged to store the goods owned by the Supplier with due commercial care on behalf of the Supplier and to insure them adequately. If the Purchaser is a consumer, it must store the goods with reasonable care.
3. The Supplier shall retain title to the goods delivered by him as well as to the products resulting from their processing or treatment (goods subject to retention of title) until all claims to which he is entitled now or in the future from the business relationship with the Purchaser have been fulfilled.
4. In the event of the Purchaser's insolvency, the Purchaser assures the Supplier free access to the premises and locations in which the goods owned by the Supplier are located until the opening of insolvency proceedings.
5. The Purchaser shall process the goods subject to retention of title on behalf of the Supplier. If the purchaser processes goods subject to retention of title with other goods, the supplier shall be entitled to co-ownership of the new products in the ratio of the value of the goods subject to retention of title to the other goods.
6. The customer may only resell the reserved goods in the ordinary course of business and only subject to retention of title.
7. The Purchaser hereby assigns to the Supplier all claims arising in the future from the resale or from any other legal transaction concerning the goods subject to retention of title as security for all claims to which the Supplier is entitled now or in the future from the business relationship with the Purchaser. If the reserved goods are resold by the Purchaser together with other goods, the Purchaser shall assign to the Supplier the purchase price claim in the amount of the value of the reserved goods. As long as the purchaser fulfills his contractual obligations, the assignment of the aforementioned claims shall be treated as a silent assignment. The purchaser is authorized to collect the aforementioned claims.
8. The Purchaser is not entitled to pledge or otherwise dispose of the goods subject to retention of title in a way that impairs or jeopardizes the Supplier's rights to the same.
9. The Purchaser shall immediately notify third parties of access to the goods subject to retention of title or the claims assigned to the Supplier as security, handing over the documents required for a third-party action. The Purchaser shall bear the costs of a third-party action.
10. If the value of the Supplier's security exceeds the value of its claims by more than 20% (twenty out of one hundred), the Customer shall be entitled to demand partial release of the security.
11. If the retention of title is not effective under the law of the country in whose territory the goods are located, the security corresponding to the retention of title shall be deemed agreed. If the cooperation of the Purchaser is required to establish this security, the Purchaser shall take all measures requested by the Supplier in this respect without delay and at its own expense.
12. The Supplier shall be entitled to use duplicates, copies or reproductions of any other kind of the goods ordered by the Customer for advertising purposes.
13. The purchase of tools (embossing dies) entitles the customer to unrestricted use for the production of medals and similar products. The tools are stored at the supplier's premises for at least 2 years for subsequent productions. At

the end of this period, they will be destroyed unless other arrangements have been made. Should the tools become the physical property of the customer, a fee for the assignment of the copyright must be paid.

### **§ 13. Warranties**

1. The warranty is excluded for entrepreneurs. The warranty towards consumers is limited to one year. Properties shall only be deemed warranted if this has been specifically agreed in writing.
2. The customer is obliged to report obvious defects immediately, at the latest within three days of receipt of the delivery or service, in writing or by telex. Defects that are only discovered later must be reported immediately, at the latest within three days of their discovery, in writing or by telex. Deviations from contractually agreed specifications which remain within the limits provided for in the relevant technical standards shall not be deemed defects. This also includes additive protective measures of the products such as a protective coating.
3. The Supplier is entitled to rectify defective deliveries and services for the Customer. If the Purchaser rectifies or repairs the defect itself, any claim of the Purchaser for warranty or replacement delivery and performance or rectification shall lapse immediately.
4. If the customer has received defective goods, he may send the goods to the supplier for inspection at the supplier's service center.
5. The supplier must be notified of repair or complaint submissions. The Supplier shall first attempt to help the Customer by telephone or to determine the defect. If a return of goods is justified, the customer shall receive an unmistakable transaction number. This must be clearly visible on the outside of the package. The supplier may refuse to accept consignments without this identification. The supplier assumes no liability for the costs incurred for the return transport and for the risk of transportation.
6. The goods shall be sent to the Supplier's Service Center free of transport charges for the Supplier. The freight costs of transportation for warranty repairs shall be borne by the Purchaser.
7. The defective goods must be accompanied by a description of the defect, a completed repair receipt from the supplier and a copy of the invoice/delivery bill.
8. In the event of a warranty claim, the goods shall be returned free of charge to the customer. The transportation liability is as stipulated in §7.
9. If the Supplier does not find any defects in the goods, the Supplier shall invoice the Customer for its test lump sums.
10. After becoming aware of justified defects, the Supplier shall be obliged, at its discretion, to rectify the defect or provide a replacement delivery / replacement service. Further claims of the Purchaser, in particular for settlement of claims for consequential damages or compensation for direct or indirect damages incurred by the Purchaser, are expressly excluded.
11. The Purchaser shall not be entitled to assert warranty claims if it has not complied with the Supplier's instructions or recommendations. The same shall apply if the defects in the Supplier's deliveries or services are attributable to the instructions, recommendations or other information provided to the Supplier by the Purchaser.
12. The supplier's liability for corrosion-related material deterioration is excluded.
13. Deviations in weight and size of up to 3% do not constitute a material defect. Special regulations apply to precious metals, see the following section. The order date is decisive.

### **§ 14. Precious metals (gold, silver, platinum in any degree of purity)**

1. Offers for precious metals are valid for 3 days unless otherwise agreed in writing in the offer.
2. In principle, the date of acceptance of the offer shall be the date on which the payment to be made is received in full in the supplier's bank account. The supplier may also consider a payment that arrives later to be a valid acceptance of the offer.
3. If payment is received by the supplier after the expiry of the 3-day offer period, the supplier shall be entitled to invoice the customer for any additional costs incurred for the purchase of precious metals. The basis for such an invoice shall be the spot daily closing rate according to Reuters at the time of receipt of payment and shall be calculated at 100% of the order value to be paid, unless otherwise agreed in individual cases.
4. For deliveries by defined weight, short deliveries of 1.5% for gold and 3% for silver/platinum are not considered grounds for complaint. However, the customer has the right to reduce the final invoice on the basis of the weight of precious metal actually delivered by the value of the shortfall in precious metal delivered at the spot price at the time of the final invoice. If the order was executed with 100% prepayment, the spot price on the date of payment shall apply. In the case of alloys, only the precious metal content in the alloy shall apply.
5. For deliveries by defined weight, excess deliveries of 3% for gold and 5% for silver/platinum are not considered grounds for complaint. The supplier shall invoice the excess precious metal (in the case of alloys only the precious metal content) at the spot price according to Reuters on the date of order acceptance.
6. The unit of weight 1 troy ounce = 1 ounce is defined as 31.10g as the reference value.

### **§ 15. Liability**

1. The Purchaser may not assert any claims for damages against the Supplier or its vicarious agents for breach of contractual, pre-contractual or statutory obligations, irrespective of the legal grounds.
2. The supplier is in no way liable for loss of data on data carriers. In the event of loss of data, even if the supplier is at fault, no claims for damages can be made against the supplier. The Customer is obliged to take its own security precautions within the customary scope so that no direct or indirect damage is caused by the Supplier's deliveries and services.
3. If no safety precautions or protective measures could be taken by the customer to prevent direct and indirect consequential damage, the supplier shall be liable in the event of gross negligence on the part of the supplier as compensation up to a maximum of the amount of the deliveries and services provided to the customer that are directly related to the damage or consequential damage. No further claims may be asserted. The Product Liability Act remains unaffected by this.

#### **§ 16. Patents, export regulations**

1. If a third party asserts an infringement of industrial property rights against the purchaser or the purchaser itself with regard to the delivered products, the purchaser is obliged to inform the supplier immediately. The Supplier shall be free to conduct all negotiations regarding the settlement or any resulting litigation, if necessary with the support of the Purchaser, but at its own expense. The Supplier shall not assume any liability for damages resulting from patent infringements.
2. If the delivered products have been built according to the Purchaser's designs or instructions, the Purchaser shall indemnify the Supplier against all claims, liabilities, charges and costs which are asserted by third parties due to infringements of patents, trademarks or utility models. Any legal costs are to be advanced to the supplier appropriately.

#### **§ 17. Force majeure**

1. If one of the parties is unable to properly fulfill its contractual obligations due to force majeure events, the other party may not derive any rights from this, regardless of the legal grounds.
2. If the deadlines for deliveries and services cannot be met due to events of force majeure, these deadlines shall be extended accordingly.
3. Events of force majeure include, in particular, war, civil unrest, acts of terrorism, confiscation or other measures of public force, strike, lockout and other labor disputes, general shortages of raw materials and supplies, machine damage, machine breakage and other operational disruptions, natural disasters or other circumstances for which the respective party is not responsible and which can only be remedied at unreasonable expense.

#### **§ 18. Final provisions**

1. The Purchaser agrees that the Supplier may use the data received from the business relationship with it for its own business purposes, including within the company and its subsidiaries, in accordance with data protection regulations.
2. The above conditions and the additional written agreements made when the contract was concluded are valid in full. All previous verbal or written agreements are hereby invalidated. Excluded from this are written agreements to which the supplier has expressly agreed in writing. In this case, the respective written agreements shall take precedence over these General Terms and Conditions.

#### **§ 19. Applicable law, place of jurisdiction**

1. The legal relationship between the parties shall be governed by the law of the Federal Republic of Germany. The application of the Uniform Law on the International Sale of Goods and the Law on the Formation of Contracts for the International Sale of Goods is excluded.
2. The place of performance shall be the Supplier's head office or main administration. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship for both parties shall be the place of jurisdiction closest to the location of the Supplier's head office or main administration, including for actions relating to bills of exchange or checks. However, the supplier is entitled to sue the purchaser at any other justified place of jurisdiction.

#### **§ 20. Severability clause**

1. Should any provision of the above terms and conditions or of the additional written agreements made upon conclusion of the contract be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining contractual agreements. The parties are obliged to replace an invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the economic result of the invalid or unenforceable provision.

2. Amendments and supplements to the above terms and conditions and the additional written agreements made upon conclusion of the contract must be made in writing. The same applies to deviations from the written form requirement.

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