

SPECIAL TERMS AND CONDITIONS

Status: July 2025

In addition to the General Terms and Conditions (GTC) of philoro EDELMETALLE GmbH, the following provisions apply specifically for the „philoro PRECIOUS METALS DEPOSIT“.

§ 1 GENERAL PROVISIONS

- (1) With the „philoro Precious Metals Deposit“, a paid storage agreement – hereinafter referred to as „Contract“ – is established, whereby the following provisions are an integral part of this contract.
- (2) Customers who do not wish to store their precious metals (hereinafter referred to as „items“) „at home“ can store them (i) in a philoro deposit as collective storage (undivided storage of items of the same type, with the retrieval being limited to other interchangeable items of the same kind; therefore, there is no claim to the return of specific years) or (ii) on the basis of a special agreement as special storage (individual storage with individual allocation).
- (3) A consumer is an individual who enters into a legal transaction, i.e., makes a declaration of intent regarding a legal matter, and this transaction is not related to the operation of their business.

§ 2 PAID STORAGE, DEPOSIT

- (1) The customer must pay a fee for storage (deposit fees). The deposit fees are regulated in the „Price List for Storage“, which is an integral part of the „philoro Precious Metals Deposit“. The fee is generally determined by the type of storage (collective or individual storage), the type of precious metal (gold, silver, etc.), the resulting market value, and any applicable storage or withdrawal fees.
- (2) The customer can either deliver the items directly to philoro or acquire them through philoro. If the items are obtained through philoro (e.g., purchase, gold savings plan, etc.), they can, at the customer's request, be directly stored in the deposit by philoro.
- (3) philoro is responsible for storing the deposited items with due care.

§ 3 CONTRACT CONCLUSION

- (1) The contract is concluded at the time of acceptance by philoro and is valid for an indefinite period, unless otherwise agreed.
- (2) The contract can be concluded either in person at a philoro branch or through remote transactions. In philoro's online store, the customer has the option to store purchased items by entering into the „philoro PRECIOUS METAL DEPOSIT“ storage contract. In this case, the purchase contract is concluded together with the „philoro PRECIOUS METAL DEPOSIT“ contract.
- (3) Due to legal requirements, we are required to verify the identity of the customer and any authorized persons. If the customer is physically present, this is done by presenting an official photo ID. If the contract is concluded remotely, a certified copy of the customer's ID is required for identification. Identification via submission of a simple copy of the ID is permitted if payment is made by bank transfer (SEPA direct debit), the account is in the customer's name, the bank has already verified the customer's identity at the time of account opening due to legal regulations, and the bank provides philoro with written confirmation that it has identified and verified the customer's identity. If there are doubts about the authenticity of a submitted document copy, philoro may require the original document to be presented.
- (4) The customer confirms that they are the beneficial owner. If there is any change in their economic circumstances, the customer must notify philoro in writing without delay.

§ 4 COLLECTIVE AND INDIVIDUAL STORAGE

- (1) Unless otherwise agreed between the customer and philoro, the items will be kept in collective storage. The items are stored together with philoro's own inventories of the same type or with those of third parties. Therefore, philoro is entitled to return a different, interchangeable item of the same kind. The customer acknowledges that they have no claim to the return of specific years. philoro will, however, endeavor to return to the customer those years or producers that have been handed over, even in the case of collective storage. Upon the arrival of the items at the deposit, joint ownership of the items belonging to the collective inventory of the depositary arises for the previous owners. philoro does not need the consent of the other entitled parties to release the customer's share of the collective inventory or to withdraw the customer's corresponding amount. The depositary is not permitted to reduce the collective inventory in any other way.
- (2) By special arrangement, the stored items will not be kept in collective storage, but rather in special storage, stored separately from third-party inventories. In this case, the customer's items will be assigned an identification number (customer ID) that allows for this exclusive allocation.
- (3) philoro will issue a confirmation to the customer regarding the items that have been deposited. In the case of special storage, philoro will issue a confirmation that includes the quantity and type of items delivered and deposited, along with an identification number.

§ 5 CHANGE OF CONDITIONS

- (1) philoro is entitled to change the prices („Price List for Storage“) and the conditions of storage („Special Terms and Conditions for the philoro Precious Metal Deposit“) to a reasonable extent. For consumers, a price adjustment („Price List for Storage“) shall not exceed the percentage change in the Consumer Price Index 2000 published by Statistik Austria, in the event the customer does not respond.
- (2) The customer will be informed by philoro of such a change in good time, but no later than 6 weeks before the change comes into effect. philoro will publish a comparison of the provisions affected by the change to the „Special Terms and Conditions for the philoro Precious Metal Deposit“ or the „Price List for Storage“ and the complete version of the new „Special Terms and Conditions for the philoro Precious Metal Deposit“ or the „Price List for Storage“ on its website (<https://philoro.at/agb>) and make the comparison available to the customer upon request. If the customer is a business, it is sufficient for the change to be made available in a manner agreed upon with the business (if no such agreement exists, it will be made available on the philoro website) (no separate notification to the customer will be provided).
- (3) If the customer does not object to the change in writing at least two weeks before it takes effect, the customer's consent to the change is deemed to be granted.

§ 6 PAYMENT, FEES, LIMITATION ON CLAIMS

- (1) Upon conclusion of the custody agreement, the customer shall immediately pay the custody fees for the remainder of the calendar year.
- (2) For all subsequent years, the customer must pay the custody fees for the current calendar year in advance, but no later than January 20, unless the amount has been collected via a direct debit mandate.
- (3) If the customer is a business entity, it is expressly agreed that claims by philoro arising from the contractual relationship shall not be subject to the statute of limitations.

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§ 7 POWER OF ATTORNEY

(1) The customer is entitled to authorize persons (deposit power of attorney) who can dispose of the items stored in the deposit. Unless otherwise agreed, the deposit power of attorney covers the following legal transactions related to the 'philoro Precious Metal Deposit': Deposit or retrieval. Power of attorney does not entitle the holder to terminate or amend the contract or to grant sub-powers of attorney.

(2) A power of attorney must be in writing. philoro reserves the right to request a notarized or court-certified power of attorney. The authorized person must sign in the presence of the principal and a philoro employee (signature specimen) and provide proof of identity (official photo ID).

(3) philoro reserves the right to refuse to admit an authorized representative if there are doubts about their identity or legal capacity.

(4) The customer may revoke the granted power of attorney at any time in writing. The customer can also grant power of attorney beyond their death. In this case, philoro is not obliged to check whether the principal is deceased. If the principal is known to be deceased and philoro has doubts about the validity of the power of attorney, philoro may require the presentation of a court order, a certificate of inheritance, or an equivalent document for the power of attorney to be exercised. philoro is entitled to charge the customer or their legal successors for any expenses related to the probate proceedings.

§ 8 RETRIEVAL

(1) The customer is entitled to the retrieval of their stored items during the opening hours of the respective philoro branch.

(2) Access to the deposit is, for security reasons, exclusively granted to philoro employees or authorized agents. The customer does not have access to the deposit.

(3) philoro has suitable storage facilities at several locations in Austria (Vienna, Salzburg, Graz, and Innsbruck). A retrieval at a branch explicitly requested by the customer may take up to three business days (time required to transfer the items to the requested branch). philoro will bear the cost and risk of transport for such a transfer to a requested branch.

(4) The customer must inspect the items immediately after retrieval and notify philoro of any complaints without delay.

§ 9 WITHDRAWAL POLICY

(1) If the customer is a business, the right to withdraw is generally excluded.

(2) If the customer is a consumer and the storage contract has been concluded via the philoro online store or in any other way by distance selling (§ 3 no. 2 of the Act on Distance and Off-Premises Transactions (FAGG)), the following applies: The withdrawal from a potentially concluded purchase contract (e.g., purchase of the item and subsequent storage) is excluded in accordance with § 18 FAGG, as precious metals are goods whose price depends on fluctuations in the financial market, which the business cannot influence and which may occur during the withdrawal period. The storage contract can be withdrawn from within 14 days without providing a reason. The withdrawal period begins on the day the contract is concluded (typically when philoro accepts the contract). To exercise the right of withdrawal, the customer must inform philoro EDELMETALLE GmbH, Währinger Straße 26, 1090 Vienna, Tel: +431 997 14 72, Fax: +431 997 14 72 100, Email: info@philoro.com, of their decision to withdraw from the storage contract via a clear statement (e.g., a letter sent by mail, fax, or email). The customer may also use the sample withdrawal form provided in the FAGG. This can be found in the Legal Information System of the federal government at [https://www.ris.](https://www.ris.bka.gv.at/Dokumente/Bundesnormen/NOR40162349/NOR40162349.html)

[bka.gv.at/Dokumente/Bundesnormen/NOR40162349/NOR40162349.html](https://www.ris.bka.gv.at/Dokumente/Bundesnormen/NOR40162349/NOR40162349.html). To observe the withdrawal period, it is sufficient for the customer to send the notification of exercising the right of withdrawal before the withdrawal period expires. If the contract is withdrawn from by the customer, philoro must refund all payments received from the customer in relation to the storage contract immediately and no later than 14 days from the day on which philoro received the notification of the withdrawal from the storage contract. For this refund, philoro will generally use the same payment method that the customer used for the original transaction, unless another method has been agreed upon. No fees will be charged for the refund. If the customer requested that services (storage) begin during the withdrawal period, the customer must pay a reasonable amount that corresponds to the portion of the services (storage) already provided up to the point at which the customer informed philoro of the exercise of the right of withdrawal, compared to the total scope of services (storage) provided for in the contract.

(3) Sample Withdrawal Form:

(If you wish to withdraw from the contract, please complete this form and return it) To philoro EDELMETALLE GmbH, Währinger Straße 26, 1090 Vienna, Email: kontakt@philoro.com, Fax: +43 1 997 14 72 100

I/We hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

ordered on (*) / received on (*)

Consumer name

Consumer address

Consumer signature (only required for notices provided by mail or fax)

Date

§ 10 WITHDRAWAL AND CONTINUED FEE PAYMENT AFTER RETREIVAL

(1) The storage contract is concluded for an indefinite period. The storage contract can be terminated for the first time no earlier than 12 months after its conclusion, and thereafter by either party at the end of any calendar month with a two-week notice period. Even if the items have already been returned to the customer, the fee must be paid until the termination of the storage contract (Example 1: The contract has been in place for twelve months and is withdrawn from by the customer on March 12th with effect from the end of the month. The items are returned to the customer on March 19th. The customer must pay the fee for the deposit until March 31st; Example 2: The contract was concluded on January 21st, and the customer withdraws from it on October 3rd at the earliest possible time. Since withdrawal is only permitted after 12 months, the withdrawal takes effect on January 31st of the following year; The customer must therefore pay the fee until that date, even if the items were returned earlier).

(2) Either party may terminate the storage contract with immediate effect for good cause. A just cause for termination by philoro is, in particular, if the customer fails to pay the due fee after a reasonable grace period of at least one month or if the customer effectively objects to a change in prices ('Price List for Storage') or the terms of storage ('Special Terms and Conditions for the philoro Precious Metals Deposit').

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§ 11 LIEN

(1) The following provisions regarding the lien are only applicable if the customer is a business. If the customer is a consumer, the following provisions regarding the lien shall not apply.

(2) The customer grants philoro a lien on the items stored. philoro has an unrestricted commercial retention right, which includes, in particular, a right of satisfaction. The lien secures philoro's claims against the customer arising from the deposit agreement, even if these claims are conditional, time-limited, or not yet due. The lien also secures statutory claims from other business relationships between philoro and the customer, as well as claims against third parties for whose fulfillment the customer is personally liable. If philoro's claims already exist, the lien arises when philoro takes possession of the items; otherwise, it arises when such claims later come into existence.

§ 12 INSURANCE AND LIABILITY

(1) philoro will take out insurance for the items stored. The coverage amount is specified in the price list for storage.

(2) It is noted that even with careful storage, precious metals may slightly discolor over time, though this does not affect their material value. philoro is not liable for such discoloration.

(3) Any damage to the stored items must be reported to philoro immediately by the customer. philoro assumes no liability for damages that are reported after the customer has already removed the items from philoro's premises.

§ 13 PRIVACY POLICY

The customer voluntarily provides the personal data necessary for the fulfillment of the contract. However, the storage contract cannot be concluded if the customer does not provide their personal data. The requirement to collect and process personal data arises from the fulfillment of the storage contract in question.

§ 14. CORRESPONDENCE, CHANGES TO CONTRACT DATA

(1) Declarations and other legally significant statements must be made in writing by the customer. The requirement of written form is also fulfilled by email.

(2) If the customer has provided philoro with an electronic address (particularly an email address), philoro is authorized to send all correspondence to this address with legal effect.

(3) The customer must promptly inform philoro in writing of any important facts relevant to the business relationship, including any changes to their name or address.

(4) Written communications from philoro will be deemed to have been received by the customer in the normal course of mail if they were sent to the customer's most recently known address provided to philoro.

§ 15 FINAL PROVISIONS

(1) This contract is governed by Austrian law, excluding the Austrian International Private Law (IPRG) and the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) If the customer is a business, the Commercial Court of Vienna shall have exclusive jurisdiction for any legal disputes arising from the 'philoro Precious Metal Deposit'.

(3) The general jurisdiction for claims by or against a consumer at the time of contract conclusion with us in Austria remains applicable, even if the consumer relocates their residence abroad after the contract is concluded, and Austrian court decisions are enforceable in that country.