



## Terms and Conditions

### 1.0 Definitions

„ACM“ means Atlantic Canada Metals Inc.,  
Address: 300-292 Charlotte Street,  
Sydney, Nova Scotia, B1P 1C7, Canada,  
Email: mail@AtlanticCanadaMetals.com

„Agreement“ means Your order received by us and includes our terms and conditions by reference.

„Customer“ shall be the individual, corporation, limited liability company, limited liability partnership, partnership, or other business or trust entity purchasing precious metals from ACM or storing precious metals with ACM (hereinafter “client”, “customer”, “you” or “your”).

„FINTRAC“ means Financial Transactions Reports Analysis Centre of Canada

### 2.0 Acknowledgments

The Customer hereby acknowledges:

- a) that the terms and conditions of the precious metal trader apply to the purchase or sale of precious metals.
- b) that ACM does not sell or buy any precious metal products.
- c) that, if ACM buys or sells precious metal products, these terms and conditions of ACM apply.
- d) that ACM itself bears no liability or responsibility for the stored or traded goods.
- e) that ACM is not liable for delivery delays.
- f) that ACM has all deliveries carried out via transport companies that are insured against loss of the delivered goods.
- g) that ACM will not release any precious metals in the event of a sale by the customer if there are outstanding invoices from ACM to the customer and have not yet been paid in full.
- h) that the investment in precious metals depends on the global markets and other factors and therefore price fluctuations can occur. After storage, the customer agrees to bear solely the future risk with regard to price fluctuations and legal changes that affect his investment in precious metal.

### **3.0 General Terms**

- 3.1 The minimum storage amount is EUR 2,500
- 3.2 The minimum withdrawal amount is EUR 10,000. If the value in the depot is less than the minimum withdrawal amount, the entire inventory must be sold in the event of a sale.
- 3.3 ACM acts always as the customer's representative in relation to the sale, storage, and transport of precious metals.
- 3.4 The customer expressly acknowledges and accepts that ACM can neither guarantee a return on the investment nor is it responsible for any losses. ACM is not responsible for advice given by third parties.
- 3.5 All changes to this agreement must be made in writing and must be signed by both parties. All notices and other communications under this Agreement may be in writing, by email, or by telephone. The customer accepts that ACM bears no liability for the risks of the selected means of communication and releases ACM from liability to the customer and losses that may arise including, but not limited to, transmission errors, misunderstandings, or errors.
- 3.6 The customer and / or ACM can terminate this agreement at any time with immediate effect. It is agreed that this agreement will continue to exist even after the death, liquidation or closure, dissolution, in the event of incapacity to trade or bankruptcy of the customer.
- 3.7 All unpaid, due fees must be paid before any part, or all the precious metals may be fetched from the warehouse or sold on behalf of the customer.
- 3.8 The customer certifies that all monies in this agreement do not come from drug trafficking, arms trafficking, insider trading or other criminal activities.
- 3.9 The customer acknowledges that ACM has not given any tax advice. The evaluation of any tax matters related to the possession of precious metals is the responsibility of the customer.
- 3.10 If any term, obligation, or condition of this Agreement, or its application to any party or circumstance, is invalid or unenforceable in any way, the remainder of the Agreement or its application to any party or circumstance other than the invalid or not enforceable condition and any remaining terms, obligation, or condition will remain in effect and enforceable to the extent permitted by law.

### **4.0 Cancellation / termination of warehouse orders**

- 4.1 If, for whatever reason, the purchase order (first order from a new customer) via the precious metal dealer does not come about, the storage order placed by the customer with ACM automatically becomes invalid and lapses.
- 4.2 A customer's storage order ends automatically as soon as the customer's depot inventory goes to zero and there are no more products in the customer's depot. If the customer buys precious metals again at a later point in time and stores them in their depot, the storage order that has already been concluded will come into force again.

## 5.0 Payment

- 5.1 The customer agrees to transfer the payment in full within two (2) days after receipt of the invoice (invoice date plus one day) and that ACM will receive the payment in full within four (4) working days after invoice date by using one or multiple specified payment methods. This payment must cover all amounts owed to ACM. Should delays or payment problems arise, as may happen from time to time, the customer must contact ACM and inform ACM of the problems. If the customer does not inform ACM about payment delays, this can lead to additional costs in the form of dunning fees and interest.
- 5.2 All payments must be made directly and only to ACM in a currency as stated on the ACM invoice. ACM does not accept cash payments.
- 5.3 The customer acknowledges that ACM makes an advance payment for 3 months about fees for administration, storage and insurance and is dependent on immediate payment of the invoices to the customer.
- 5.4 You acknowledge that you must pay an annual fee for the storage of your precious metals in a High Security Vault in the amount of:
  - 1,5% up to a storage value of US\$ 100.000,00
  - 1,4% from a storage value of US\$ 100.000,01 to US\$ 199.999,99
  - 1,3% from a storage value of US\$ 200.000,00 to US\$ 249.999,99
  - 1,2% from a storage value of US\$ 250.000,00 to US\$ 499.999,99
  - 1,1% from a storage value of US\$ 500.000,00 to US\$ 749.999,99
  - 1,0% from a storage value of US\$ 750.000,00 to US\$ 999.999,99
  - 0,9% from a storage value of US\$ 1.000.000,00 to US\$ 2.499.999,99
  - 0,8% from a storage value of US\$ 2.500.000,00 to US\$ 4.999.999,99
  - 0,75% from a storage value of US\$ 5.000.000,00of the value of the precious metals in the warehouse. The customer agrees to pay this invoice immediately upon receipt. The calculation is currently carried out quarterly at the end of the month at the end of the quarter using the average spot price of the completed quarter. The type of billing can change.
- 5.5 The customer agrees that if he sells part or all his precious metals or withdraws them from stock, a fee of 3% of the current value of the corresponding precious metals will be due and these costs will be deducted from the sales proceeds and withheld or can be billed separate.

## 6.0 Order Confirmation and Invoice

- 6.1 The customer receives his invoices from ACM by email. If, for whatever reason, the customer does not receive the invoice, this does not mean that the invoice is invalid and does not have to be paid. In any case, the customer must pay his invoice in accordance with section 5 of this agreement.
- 6.2 The customer agrees to take all necessary measures, including but not limited to updating address books, spam, and junk filters, to ensure that he receives e-mails from ACM in a timely manner and with all attachments in connection with this agreement.
- 6.3 In any case, the customer must pay for his order in accordance with Section 5. If the customer does not have an email address, ACM will use other means to send the customer the invoice. The customer agrees that the transmission can also take place via sales partners or other channels.

## 7.0 Sale or withdrawal of precious metals from the high security warehouse

- 7.1 Precious metals can be sold or withdrawn from the high-security warehouse at any time using the procedure described below:
- 7.1.1 The customer needs either a certified copy of the passport, a certified copy of the driver's license or a certified copy of the identity card (ID card) that is not older than 12 months. In the case of a driver's license or ID card, both the front with a photo and the back as a certified copy are required.
  - 7.1.2 The customer sends the fully completed and signed sales order and the certified copy of the identification document (7.1.1) by email to the relevant dealer and to ACM (order@AtlanticCanadaMetals.com). ACM then provides the customer with the email address of a law firm. The customer sends the complete documents to the law firm, which is commissioned as an independent third party to check the documents.
  - 7.1.3 The submitted documents are checked by the dealer, by ACM and also by the law firm.
  - 7.1.4 In the event of discrepancies, either the sales order is rejected and / or the customer is contacted by the dealer, ACM or a sales partner.
  - 7.1.5 If the ACM finds the documents sent in in order, it instructs the high-security warehouse to remove the precious metals from the customer's sealed box.
  - 7.1.6 If the law firm finds the submitted documents in order, they will inform the high-security warehouse.
  - 7.1.7 The high-security warehouse may only remove the customer's precious metals from its sealed box if it has received confirmation from the law firm in addition to the order from ACM.
  - 7.1.8 The high-security warehouse informs ACM that the corresponding precious metals have been removed from the sealed customer box.
  - 7.1.9 As soon as the precious metals have been checked by ACM and / or an appraiser, the buyer (ACM or dealer) will transfer the sales amount, minus the agreed fees, to the bank account specified in the sales order.
- 7.2 In the event of a sale, all precious metals that were not acquired from ACM or the buying dealer can be checked by ACM, the buying dealer and / or by an appraiser. The costs arising for this are borne exclusively by the customer and ACM or the purchasing dealer has the right to deduct these costs from the sales price and withhold them.
- 7.3 ACM or the buying dealer also reserves the right to check all precious metals for authenticity and purity upon purchase. The costs arising for this shall be borne exclusively by ACM or the buying dealer, if these precious metals have been acquired from ACM or the buying dealer. Such an inspection must not damage the precious metals.

## **8.0 Order entry and related information, data protection:**

### **8.1 Data protection / Money laundering prevention:**

ACM and all companies, partners and sales partners commissioned with this legal transaction use all customer data exclusively for the proper fulfillment of their contractual obligations and to process the orders placed by the customer and only pass the customer data on to third parties for these purposes. All customer data is stored and processed in compliance with the relevant provisions of the Federal Data Protection Act. By submitting his personal data and signing this order, the customer declares his consent to the storage and use of his data in accordance with the above data protection declaration. The customer has the right to receive information about the personal data stored about him free of charge. He can revoke his consent to the storage of his data at any time with immediate effect for the future. In the event of a revocation, the provision of the service can either only be possible to a limited extent or be made impossible. The request for information or the revocation must be sent to ACM.

### **8.2 Customer care and advertising:**

The customer agrees to be contacted by ACM and all companies, partners and sales partners commissioned with this legal transaction in the future for further support or for information on current topics, e.g. through info letters, invitations to customer information events or product news. For this purpose, personal data that is collected, processed and used as part of the consultation for the purpose of contract execution and support (e.g. personal data under this contract) may also be used for the aforementioned advertising purposes. This consent is voluntary. It can be revoked at any time without affecting the existing contractual relationship at the email address [mail@AtlanticCanadaMetals.com](mailto:mail@AtlanticCanadaMetals.com) or by post to the address of Atlantic Canada Metals Inc. with effect for the future. The customer was informed about the possible communication channels (post, telephone, e-mail) for any advertising measures and has decided on the corresponding forms of communication in the purchase contract.

### **8.3 The customer agrees that ACM may keep his details, which are composed of his order and related information, for its own purposes, including but not limited to the verification of the order conditions, staff training, for audits and / or other quality control measures to comply with current or future laws.**

## **9.0 Forced Liquidation Policy**

### **9.1 Unpaid Order:**

If the customer fails to pay for his order in accordance with Section 5 of this Agreement, ACM reserves the right to cancel the customer's order at its own discretion and to end the business relationship. The customer remains fully liable for his order value to which the customer has agreed by placing the order.

### **9.2 Multiple Orders:**

If the customer has placed more than one order with ACM and paid for one or more of the orders, but has still not paid for one or more of the orders in accordance with Section 5 of this Agreement, the delivery, sale and dispatch of the paid orders can be postponed at ACM's discretion, until full payment of all orders and any cancellation fees, reminder fees and interest has been made. At ACM's sole discretion, ACM reserves the right to offset payments for orders and / or the precious metals of the buyer's paid orders against amounts due and due to ACM based on unpaid orders. If the customer still owes ACM amounts after such a set-off, ACM may, at its own discretion, forcibly liquidate any remaining precious metal products in an appropriate manner to ensure that ACM is paid in full for all customer orders and the respective fees.

If, after payment of all the customer's orders and the respective fees in full, an order or parts thereof are due and owed to the customer, the customer can choose to send this order or part of it to the customer, at the customer's expense, or the customer receives a payment for the corresponding market value.

9.3 Any loss or gain in value of your order for the purposes of this Section 9 is calculated as the difference between the price that the customer agreed to pay for the precious metals at the time the order was placed and the amount that ACM at the time of the compulsory liquidation in accordance with this Section 9 has received.

9.4 ACM reserves the right to hire a debt collection agency if fees remain unpaid for more than 90 days. Customers who want to avoid this must notify ACM before the 90-day period has expired so that ACM can work with the customer to find a solution.

## **10.0 Shipping**

### **10.1 Shipping times:**

If the customer instructs ACM to send their precious metals on their behalf, ACM will endeavor to carry out this shipping order as quickly as possible. Since several third parties and several settlement processes are involved in such a case, over which ACM has no direct influence, delays can occasionally occur.

### **10.2 Shipping method:**

ACM reserves the right to use a different shipping method than the one chosen by the buyer.

## **11.0 Rights reserved by ACM**

In addition to other rights in this Agreement, ACM reserves the following rights, which ACM may exercise in its sole discretion.

- 11.1 ACM reserves the right to refuse to do business
- 11.2 ACM reserves the right to cancel an order at any time and for any reason. If ACM exercises this right to cancel an order, ACM will cancel the customer's order, notify the customer, and refund any excess funds that the customer paid to ACM for this order, minus any costs and / or fees.
- 11.3 ACM reserves the right to request payment by bank transfer.
- 11.4 ACM reserves the right to change the terms and conditions at any time and without notice. Such changes only relate to new orders that were completed after the changes. For all existing orders, the terms and conditions that were valid at the time of conclusion always apply.
- 11.5 ACM reserves the right, at any time and in its sole discretion:
  - 1) to accept any late or otherwise deficient payment including, but not limited to, liquidation payments, and / or
  - 2) to refuse to accept any late or otherwise defective payment including, but not limited to, liquidation payments
- 11.6 ACM reserves the right to make funds and shipping in accordance with FINTRAC and the law:
  - 1) If the customer sends ACM multiple payments, or it appears that the buyer is doing this, or sends payment (s) which, at ACM's discretion, must be reported by ACM to FINTRAC or ACM must take other measures to comply with applicable law, ACM reserves the right to freeze these payments and postpone the shipment of the relevant order at its sole discretion until the customer provides ACM with all information ACM needs in order to comply with FINTRAC and / or with applicable laws.
  - 2) ACM hereby reserves the right to forcibly liquidate, cancel or delete orders for which ACM is unable to receive or verify the information relevant to this Section 11.6.1.
- 11.7 Unless expressly stated otherwise, the first day when calculating a respective period is the first working day after the relevant order has been placed. If the last day of a period does not fall on a working day, the last day of the period will be the first following working day.

## **End of terms and conditions**