

# StoneX® Bullion

**These terms may have changed since you last reviewed them and are correct as of August 2023.**

## **1. Contractual Parties and Scope**

These Terms and Conditions (“Terms”) apply to all sale and purchase contracts that are concluded between you as the customer (whether in the capacity of a consumer or a business) and us as the operator of stonexbullion.com or otherwise by way of distance selling and e-commerce. They also apply to our storage function where used by you.

Note: A consumer is any natural person who enters into a legal transaction for a purpose which cannot be attributed either to a commercial activity or to an independent professional activity of theirs, Sec. 13 German Civil Code.

The operator of stonexbullion.com and your contractual partner is:

StoneX Bullion GmbH (“**StoneX Bullion**”)  
Taunustor 1

60310 Frankfurt am Main  
Germany

entered in the commercial register of the Local Court of Frankfurt under registration number HRB 98020, represented by its managing directors, each with sole signing authority, Ramon Martul-Franco, Torsten Hörnis, Daniel Marburger, Philip Smith

VAT number: DE 292730558

E-mail: [customercare@stonexbullion.com](mailto:customercare@stonexbullion.com)

## **2. Where to find information about us and our products**

You can find everything you need to know about us, StoneX Bullion, and our products on our website before you order. We shall also confirm key information to you in writing after you order, by email and/ or in your online account (if applicable).

## **3. When you buy from us you are agreeing that:**

- We only accept orders when we’ve checked them.
- Sometimes we reject orders.
- We charge you when we accept your order.
- We pass on increases in VAT.
- We charge interest on late payments.

- We arrange for delivery.
- We are not responsible for delays outside of our control.
- We have certain identification requirements.
- Products can vary slightly from their pictures.
- You do not have the right to cancel a purchase.
- You can end an ongoing contract.
- You have rights if there is something wrong with your product.
- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our products (statutory liability remains unaffected).
- We use your personal data as set out in our privacy notice located on our website.
- You have several options for resolving disputes with us.
- Other important terms apply to our contract.

## **4. We only accept orders when we've checked them**

We contact you to confirm we've received your order and then we contact you again to confirm we've accepted it and confirm dispatch or supply to you (along with a tracking number if applicable). Where we are not able to contact you, no agreement will be established. Therefore, you should ensure that your provided contact details are correct and up-to-date.

## **5. Sometimes we reject orders**

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because you are located outside of where we ship to as stated on our website, or because the product was accidentally mispriced by us compared to market prices. When this happens, we let you know as soon as reasonably possible and refund any sums you have paid.

## **6. We charge you when we accept your order**

We charge you when we accept your order, however, for some products we take payment at regular intervals, as explained to you during the order process. You will own any products you buy once we have received payment for them in full.

## **7. Payment and VAT**

The purchase price and any shipping costs must always be paid in advance. You can pay via bank transfer or credit card. The invoice amount is due for immediate payment and must reach our account no later than three days (excluding Saturday, Sunday and public holidays in Hesse, Germany) following the dispatch of the order confirmation to you. If we do not receive the funds in accordance with this period, then we may decide to terminate your purchase order and we will let you know if we decide to do so. The prices of products on stonexbullion.com are inclusive of VAT, save for any gold products. Where a

purchase becomes subject to German VAT and or tax or customs-related fines or similar fines, you are liable to us for any fines or tax charges we incur.

## 8. We charge interest on late payments

If we're unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 3% a year above the European Central Bank base rate from time to time. This interest accrues daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. We are allowed to collect the interest together with any overdue amount.

## 9. We arrange for delivery

We ship worldwide, on the terms and subject to the costs stated on stonexbullion.com under the heading "Shipping prices". If you require shipping to a country that is not listed under "Shipping prices", please contact customer service (customer@stonexbullion.com, Tel. +496934877570) for an estimate of the cost. Delivery will be made during common delivery times (Monday to Friday, 07:30 hrs to 18:30 hrs your local time). If the transport service provider does not encounter you on their first delivery attempt, they will make another delivery attempt. Shipping fees are calculated and are payable per order; whereby the consolidated dispatch of multiple orders as a single unit is not possible for technical reasons. Delivery will be made to the shipping address that you entered in your stonexbullion.com customer account or to a UPS Access Point that you have selected. For security reasons, we may change delivery to a UPS Access Point on your behalf. Delivery is performed through the handing over of the products to any person present and ready to acknowledge receipt at the delivery address. The delivery company may request to see a valid officially-recognised photo ID when delivering the products. We cannot deliver the products to a P.O. box. Delivery times may be affected by supply of the products, customs formalities and other checks, as well as logistical arrangements of the delivery company, all of which we do not have control over.

**If you are a consumer**, the risk of accidental loss, damage or deterioration of the products shall not transfer to you before the products have been delivered to you or the person found at the delivery address or, where applicable, to your agent.

**If you are a business**, the risk of accidental loss, damage or deterioration of the products passes to you when the goods are handed over to you or, in the case of a sale to the destination, when they are handed over to the forwarding agent, the parcel service provider, the carrier or any other person designated to carry out the shipment.

When your products are delivered, you should check the products and packaging carefully to ensure it is complete and no products are damaged. Where the products or the packaging of the products is damaged, then you must either refuse to accept delivery of the products or sign for the delivery and note that the package was damaged on arrival. You must then contact the delivery company immediately.

Where our products are to be delivered outside of Germany or where we help you to transfer any of our products to a third country, you may be obliged to apply for and present an export-accompanying document (Ausfuhrbegleitdokument) and, if applicable, similar documents (such as EUR1 and ATR1 certificate). You are obliged to present to us the relevant documents stamped by the applicable authorities or proper copies thereof. If you fail to have the documents stamped and fail to provide such copies to us, you are liable to us for any fines or tax charges we incur as a result of such failure (such

liability extends to customs fines and VAT charges where applicable to the products being exported). Non-compliance with customs rules is an administrative offence.

Further information on the export-accompanying document can be found on the website of the German customs authority ([https://www.zoll.de/EN/Home/home\\_node.html](https://www.zoll.de/EN/Home/home_node.html) and more particularly here: [https://www.zoll.de/DE/Unternehmen/Warenverkehr/Ausfuhr-in-einen-Nicht-EU-Staat/Verfahren/Endgueltige-Ausfuhr/endgueltige-ausfuhr\\_node.html](https://www.zoll.de/DE/Unternehmen/Warenverkehr/Ausfuhr-in-einen-Nicht-EU-Staat/Verfahren/Endgueltige-Ausfuhr/endgueltige-ausfuhr_node.html) each as amended from time-to-time).

## **10. We are not responsible for delays outside of our control**

If our supply of your product is delayed by an event outside of our control, we will contact you as soon as possible to let you know and shall do what we can to reduce the delay. If we do this, we won't compensate you for the delay, but if the delay is likely to be substantial, you can contact [customercare@stonexbullion.com](mailto:customercare@stonexbullion.com), Tel. +496934877570 to end the contract and receive a refund for any products you have paid for in advance but not received, less reasonable costs we have already incurred.

## **11. We have certain identification requirements**

You must provide such information that we require or request in relation to any products you may purchase from us or store with us, including all information required to comply with all applicable laws and regulations, including anti-money laundering regulations. We shall not be liable to you for any losses you incur as a result of your refusal to provide this information when requested. Where you do not provide the requested information, we may not enter into a business relationship or may need to terminate an existing relationship.

## **12. Products can vary slightly from their pictures**

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different.

## **13. You do not have the right to cancel a purchase**

Some of the products on our website are subject to price fluctuations in the financial market and which we have no control over. You, therefore, do not have the right to withdraw from your purchase of such products and receive a full refund for what you paid for it. For further details about your cancellation rights, please see our Cancellation Policy which can be located on our website.

## **14. You can end an ongoing contract**

We tell you when and how you can end an ongoing contract with us (for example, for regular services during the order process) and we confirm this information to you in text form after we've accepted your order. If you have any questions, please contact us at [customercare@stonexbullion.com](mailto:customercare@stonexbullion.com), Tel. +496934877570.

## **15. You have rights if there is something wrong with your product**

If you think there is something wrong with your product, you must contact us at [customercare@stonexbullion.com](mailto:customercare@stonexbullion.com), Tel. +496934877570, who will guide you on the requirements to assess any defects with the products. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law.

## **16. We can change products and these terms**

**Changes we can always make.** We can always change a product for the future or the provision of our services for the future:

- to reflect changes in relevant laws and regulatory requirements; or  
to make minor technical adjustments and improvements, for example, to address a security threat.

**We can suspend the supply of a product temporarily or entirely.** We may do this to:

- deal with technical problems or make minor technical changes;  
update the product to reflect changes in relevant laws and regulatory requirements; or  
make changes to the product

## **17. We can withdraw products**

We can stop offering a product on our website at our sole discretion at any time.

## **18. We can end our contract with you**

We can end our contract with you for a product and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information that we need to provide the product, for example, any information that may be required by the tax authorities in the country where you live or for customs clearance of the product at the airport; or
- you don't, within 5 calendar days, either allow us to deliver the product to you or collect it from us. We will then arrange for the products to be returned to us and we will refund you the payment price, less the shipping costs to return the product to us in Germany.

## **19. We don't compensate you for all losses caused by us or our products**

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Caused by a delaying event outside of our control.** As long as we have taken the steps set out

in the section '[We're not responsible for delays outside of our control](#)' above.

- **Avoidable.** Something you could have avoided by taking reasonable action.
- **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession.

In the event of breaches by us of a duty in connection with this agreement, in particular, for damage caused by the loss of or damage to the stored products in the period from acceptance for storage to delivery, we shall be liable for intent and gross negligence. In case of simple negligence, we are only liable:

- For damages resulting from injury to life, body or health.
- For damages arising from the breach of a material contractual obligation (obligation, the fulfilment of which is a prerequisite for the proper execution of the agreement in the first place and on the observance of which you regularly rely and may rely upon). In this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

## 20. We use your personal data as set out in our privacy policy

How we use any personal data you give us is set out in our privacy policy and which can be found on our website here: <https://stonexbullion.com/de/datenschutz/>.

## 21. You have several options for resolving disputes with us

**Our complaints policy.** In the event that you have a complaint about our product or services, please contact [customercare@stonexbullion.com](mailto:customercare@stonexbullion.com), Tel. +496934877570.

**Resolving disputes without going to court.** We shall endeavour to settle any disagreements arising from the contractual relationship with you amicably. However, we are not obligated to participate in a dispute resolution procedure before a consumer arbitration board and are generally not prepared to do so. We will make a binding decision on this in each individual case after the dispute has arisen. We will inform you of our decision in accordance with the contact details of a consumer arbitration board responsible for you if the dispute could not be settled directly. In addition, the European Commission provides a platform for online dispute resolution (OS), which you can find here: <http://ec.europa.eu/consumers/odr/>. The ordinary legal process remains open for both parties. The statutory provisions apply to the consumer court of jurisdiction.

**You can go to court.** These terms are governed by German Law. If you are a consumer, you can bring claims against us in the courts where we are located, Frankfurt am Main, and you can also bring claims against us in the courts elsewhere in Germany or in the country you live in. We can claim against you in the courts of the country you live in as well as in the courts of Germany.

If you are a non-consumer, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from disputes arising from the contractual relationship is our place of business in Frankfurt am Main, Germany. The same shall apply if you, as a customer, are otherwise an entrepreneur (§ 14 German Civil Code). However, we are also entitled, in all cases, to bring an action at the place of performance of the storage obligation or within your general place of jurisdiction.

## **22. Other important terms apply to our contract**

**Any party can only transfer this contract to someone else if the other party agrees to this prior to any such transfer.**

**Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we cannot do it later.