

SOOS GmbH

FN 371831k (Commercial Court, Vienna)

Headquarters: GVS Bullion Group
in the Millennium City
Handelskai 94 stairs 4 / 5th floor
AT - 1200 Vienna
Tel: 01/33 050 33 (International 0043/1/33 050 33)

Terms and Conditions (GTC)

The company SOOS GmbH for the storage of rare earths and strategic metals.

SOOS GmbH secures the commodities with the utmost care. The safe storage is being conducted under the highest security standards possible. In addition, the premises are monitored by various state of the art alarm systems; furthermore there is a permanent security personnel on site.

I. Custody:

The commodities are, unless expressly agreed otherwise, stored in segregated custody. In the segregated custody the objects of the customers are kept separately and marked individually. The customer is owner of the stored objects and the customer receives the same items handed over. SOOS GmbH does not acquire ownership of the stored commodities.

II. Duration of contract:

The contract for the commodities storage is concluded for an indefinite time. This relationship is maintained even after legal incapacity, insolvency or death of one or more contracting parties. The Customer may terminate the contract at any time without notice for any reason. The SOOS GmbH may terminate the agreement by giving at least two months' notice.

III. Handing over and display:

Handing-over and display of the rare earths and strategic metals can be done at any time during local office hours. For security purposes and to ensure smooth and rapid settlement, it is recommended to make an appointment for the handing over. In the event that the SOOS GmbH should be unavailable (death, riots, epidemics, ...) for a long time to the customer, lawyer Franz Kienast (Praterstrasse 17 in 1020 Vienna) is authorized to initiate releases of commodities to the customer.

IV. Fees and remuneration:

The storage-fee is due annually on the 15th of the month in which the custody has begun. If the fee despite billing does not arrive within 3 weeks on the account of the SOOS GmbH from the due date, default interest of 10% pa is calculated on the base lending rate. Upon termination of the contract during the year, the custody fee is billed accurately to the month started and the balance will be refunded.

V. Liability:

The highest security class of safes is in use together with certified alarm systems. In addition, each commodity is stored according to its needs (Temperature, humidity, personal security, ...). All objects stored through SOOS GmbH are insured in their entirety. Insurance covers robbery, theft and fire damage. SOOS GmbH accepts no liability in case of damage or loss vis major. SOOS GmbH does accept liability in case of gross negligence and intent as well as personal injuries.

VI. Privacy Policy:

SOOS GmbH asserts to use the data collected by it for its own purposes and to third parties solely for the purpose of order processing (e.g. shipping). The confidential treatment of all data is contractually guaranteed and in compliance with all existing and future data protection laws.

VII. jurisdiction and applicable law:

Austrian law is applied.

Exclusive place of jurisdiction for all disputes is Vienna-Leopoldstadt.