

ENOTNA KUPOPRODAJNA POGODBA SINGLE PURCHASE CONTRACT

Družba IBIS InGold, a.s. s sedežem na naslovu Rybná 682/14, Staré Město, 110 00 Praha 1, Češka republika, registrirana z vpisom v poslovni register, ki ga vodi mestno sodišče v Pragi, pod registrsko številko B 18920, matična številka podjetja: 25525433, številka za DDV: CZ25525433 (v nadaljevanju »prodajalec«), e-pošta: shop@ibisingold.com, spletna stran, ki jo upravlja prodajalec (v nadaljevanju »spletna stran prodajalca«): ibis.ibisingold.com, ki jo zastopa Libor Kochrda, predsednik upravnega odbora, s tem na spodaj opisani način sklepa pogodbo za enkratni nakup (v nadaljevanju »pogodba«) s stranko, ki je spodaj navedena kot kupec (v nadaljevanju »kupec«).

IBIS InGold, a.s., having its registered office at Rybná 682/14, Staré Město, 110 00 Praha 1, Czech Republic, incorporated by entry in the Commercial Register maintained by the Municipal Court in Prague under register entry B 18920, company registration number: 25525433, VAT number: CZ25525433 (hereinafter referred to as the "Seller"), email: shop@ibisingold.com, website operated by the Seller (hereinafter referred to as the "Seller's Website"): ibis.ibisingold.com, represented by Libor Kochrda, Chairman of the Board of Directors, hereby enters, in the manner set out below, into a purchase contract for a one-off purchase (hereinafter referred to as the "Contract") with the customer specified below as the buyer (hereinafter referred to as the "Buyer").

KUPEC | BUYER

Ime | First Name

Priimek | Last Name

Datum rojstva | Date of Birth

Ulica in hišna številka | Street No.

Kraj | Town

Poštna številka | ZIP Code

Država | State

E-pošta | E-mail

Mobilni telefon | Mobile Phone

I. PREDMET POGODBE | SUBJECT MATTER OF THE CONTRACT

- Predmet pogodbe je Prodajalčeva obveznost dostave naložbene kovine Kupcu v obliki, količini in vrsti, opredeljeni spodaj, in/ali dodatkov (v nadaljnjem besedilu: "Predmet nakupa") ter Kupcu omogočiti pridobitev lastninske pravice nad Predmetom nakupa kot tudi Kupčeva dolžnost prevzema Predmeta nakupa in plačila Nakupne cene.

The Subject Matter of the Contract is the Seller's obligation to deliver investment metal to the Buyer in the form, quantity and type specified below and/or accessories (hereinafter the "Subject Matter of Purchase") and to allow the Buyer to acquire the ownership right to the Subject Matter of Purchase, and the Buyer's obligation to take over the Subject Matter of Purchase and pay the Purchase Price.

Blago	Teža	DDV	Cena za kos z DDV	Število kosov	Skupna cena z DDV
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Skupna cena za plačilo

2. Ingot (palica) je naložbena kovina, označena s produkcijsko številko, težo, čistostjo, vrsto kovine in imenom proizvajalca. Kovanec je naložbena plemenita kovina, označena z nominalno vrednostjo, težo, čistostjo, vrsto kovine, letnico kovanja in imenom proizvajalca. Komplet je zbirka nedvoumno določenega števila palic ali kovancev, ki jih dobavi Prodajalec kot celoto – posameznih palic ali kovancev ni mogoče dobaviti posebej. Kupec skupaj s palico, kovancem in/ali kompletom prejme certifikat o pristnosti. Oblika certifikata o pristnosti je odvisna od proizvajalca oz. dobavitelja palic, kovancev ali kompletov. Dodatki so blago, ki jih ponuja Prodajalec in niso naložbene kovine, kot so npr. darilne škatlice (v nadaljnjem besedilu: "Dodatki").

An ingot means investment metal marked with a production number, weight, fineness, type of metal, and producer. A coin means precious investment metal marked with a nominal value, weight, fineness, type of metal, year of mintage, and producer. A set means a complete set of an unambiguously specified quantity of ingots or coins exclusively delivered by the Seller as a whole; individual ingots or coins cannot be delivered separately. The Buyer will receive a certificate of authenticity together with the ingots, coins and/or set. The form of the certificate of authenticity depends on the producer or supplier of the ingots, coins or sets. Accessories mean goods offered by the Seller which are not investment metals, such as gift boxes (hereinafter the "Accessories").

II. RAČUN STRANKE | CUSTOMER'S ACCOUNT

1. Kupec si je na spletni strani Prodajalca ustvaril račun in se prijavil v račun pred sklenitvijo Pogodbe (v nadaljnjem besedilu: "Račun stranke"). Račun stranke je Kupcu na voljo po vnosu njegovega uporabniškega imena, gesla, lahko pa tudi varnostne avtentikacijske kode. Dokumenti in informacije, ki jih Prodajalec pošlje na Račun stranke v obliki sporočil, bodo shranjeni na tem računu zaradi vodenja evidenc. Prodajalec ne sme enostransko spremeniti vsebine poslanih sporočil.

The Buyer created an account on the Seller's Website and logged in to the account before the Contract was concluded (hereinafter the "Customer's Account"). The Customer's Account is available to the Buyer upon entering their login name, password and potentially their security authentication code. Documents and information sent by the Seller to the Customer's Account in the form of messages will be saved on this account for recordkeeping. The content of the messages sent cannot be unilaterally changed by the Seller.

2. Prodajalec bo na Račun stranke in/ali e-poštni naslov Kupca poslal informacije o sklenitvi Pogodbe, vse informacije v zvezi s Pogodbo ali njenimi spremembami kot tudi informacije o odpravi Predmeta nakupa Kupcu. Prodajalec lahko na Račun stranke pošlje tudi tržne informacije, če Kupec s tem soglaša. Prodajalec in Kupec se strinjata, da se sporočilo šteje za dostavljeno Kupcu takrat, ko se dostavi v Račun stranke.

The Seller will send to the Customer's Account and/or email address of the Buyer information on the conclusion of the Contract, all information as per the Contract or its amendments, and information on the dispatch of the Subject Matter of Purchase to the Buyer. The Seller may also send marketing information to the Customer's Account based on the Buyer's consent. The Seller and the Buyer agree that a message is considered delivered to the Buyer when delivered to the Customer's Account.

3. Kupec lahko prek računa stranke elektronsko podpisuje dokumente, ki jih prodajalec dovoli podpisati na ta način. Po prijavi v račun stranke mora kupec izpolniti ustrezen obrazec in ga potrditi z varnostno avtorizacijsko kodo preko mobilne aplikacije ali na drug podobno zanesljiv način, ki ga prodajalec lahko omogoči v prihodnje. Osnutek dokumenta je s tem veljavno podpisan s strani kupca. Elektronski podpis prodajalca se nato doda osnutku dokumenta, podpisan dokument pa se pošlje na kupčev račun stranke in/ali e-poštni naslov.

Through the Customer Account, the Buyer may electronically sign documents that the Seller allows to be signed in this manner. After logging in to the Customer Account, the Buyer shall fill in the relevant form and confirm it using the security authorisation code, by means of a mobile application, or by any other similarly reliable means that the Seller may enable in the future. The draft document shall thereby be validly signed on the Buyer's part. The Seller's electronic signature shall then be affixed to the draft document, and the signed document shall be sent to the Buyer's Customer Account and/or email address.

4. Kupec se zavezuje, da bo s podatki za prijavo v Račun stranke ravnal skrbno in previdno, da bi preprečil zlorabo le-teh. Kupec se zlasti zavezuje, da ne bo shranil gesla v brskalnik ali na trdi disk, da bo redno preverjal sporočila, prejeta v

Računu stranke, vedno uporabljal močno geslo (najbolje kombinacijo majhnih črk in velikih črk s številkami in posebnimi znaki, upoštevajoč dolžino gesla), da bo redno spreminjal geslo in da bo v primeru suma, da je bilo geslo zlorabljeno, brez odlašanja o vsem obvestil Prodajalca. Kupec je odgovoren za vso uporabo Računa stranke, vključno z uporabo s strani tretjih oseb, ne glede na to, kako te tretje osebe pridobijo dostop do Kupčevega Računa stranke. Prodajalec ne odgovarja za zlorabo Računa stranke s strani tretjih oseb, zlasti za morebitna naročila, ki jih prek Računa stranke posredujejo tretje osebe. Kupec nadalje izrecno potrjuje, da je navedena mobilna številka v glavi te Pogodbe pravilna, in izjavlja, da je to njegova mobilna številka, ki se lahko uporabi za avtentikacijo v skladu s to Pogodbo. Kupec se zavezuje, da bo zagotovil ustrezno zaščito svojega mobilnega telefona in tako preprečil njegovo zlorabo (še posebej kar zadeva varnostne avtentikacijske kode).

The Buyer undertakes to handle the access data to the Customer's Account carefully and diligently to prevent its misuse. In particular, the Buyer undertakes not to store the password in a browser or on a hard disk, to regularly check messages received on the Customer's Account, to always use strong passwords (preferably a combination of lowercase and uppercase letters in conjunction with numbers and special characters and a minimum number of characters), to regularly change the password, and to immediately inform the Seller in the event of suspicion of compromise of the password. The Buyer is responsible for any use of the Customer's Account, including by third parties, regardless of how such third parties obtained access to the Buyer's Customer's Account. The Seller is not responsible for any misuse of the Customer's Account by third parties, in particular for any orders placed through the Customer's Account by such third parties. The Buyer further expressly confirms that the mobile phone number specified in the header of this Contract is correct, and declares that it is their mobile phone number, and can be used for authentication in accordance with this Contract. The Buyer undertakes to ensure that their mobile phone is sufficiently secured so that it cannot be misused (especially with regard to security authentication codes).

III.

UREDITEV IN SKLENITEV POGODBE | ARRANGEMENT AND CONCLUSION OF THE CONTRACT

1. Pogodba se sklene elektronsko (Pogodba se sklene na spletu v e-trgovini). Kupec način plačila navede v Pogodbi.

The Contract is concluded electronically (the Contract is concluded on-line in the e-shop). The Buyer will specify a payment method in the Contract.

2. Pogodba med Prodajalcem in Kupcem se sklene s potrdilom naročila Kupca s strani Prodajalca, ki se pošlje na Račun stranke in/ali na e-poštni naslov Kupca, navedenega v naročilu na Spletni strani Prodajalca in/ali na Računu stranke, kot je opisano spodaj.

The Contract between the Seller and the Buyer is concluded by confirmation of an order of the Buyer by the Seller sent to the Customer's Account and/or the Buyer's e-mail address entered in the order form on the Seller's Website and/or in the Customer's Account, as described below.

3. Kupec Predmet nakupa naroči prek obrazca za naročilo, ki je na voljo na Spletni strani Prodajalca. Naročeni Predmet nakupa se obliki doda po izboru količine kosov posameznega blaga.

The Buyer orders the Subject Matter of Purchase using the order form available on the Seller's Website. The ordered Subject Matter of Purchase is added to the form after the quantity of pieces of the individual goods is selected.

4. Obrazec za naročilo še posebej vsebuje informacije o:

The order form contains in particular information about:

- a. naročenem Predmetu nakupa
the ordered Subject Matter of Purchase,
- b. nakupni ceni Predmeta nakupa in načinu določitve cene v skladu s VII. členom te Pogodbe
the Purchase Price of the Subject Matter of Purchase and the price fixing method in accordance with Article VII. of this Contract,
- c. načinu plačila nakupne cene za Predmet nakupa
the method of payment of the Purchase Price for the Subject Matter of Purchase,
- d. načinu dostave Predmeta nakupa
the shipping method for the Subject Matter of Purchase,
- e. kontaktu Kupca in informacijah o dostavi
the Buyer's contact and delivery information,
- f. informacijah o stroških v zvezi z dostavo Predmeta nakupa

information on the costs associated with the delivery of the Subject Matter of Purchase,

5. Po izpolnitvi obrazca za naročilo in s klikom na gumb za pregled Pogodbe se Kupcu prikaže osnutek Pogodbe. Če se Kupec ne strinja z blagom, ceno, načinom plačila ali stroški pošiljanja, lahko spremembe izvrši v obrazcu za naročilo.

After filling out the order form and clicking on the "Contract Preview" button, a draft contract will be displayed to the Buyer. If the Buyer does not agree with the goods, the price, the payment method, or the shipping costs, they can make any corresponding changes through the order form.

6. Če Kupec želi skleniti Pogodbo, lahko to stori s klikom na gumb za "Oddaj pogodbo". S klikom na ta gumb Kupec potrjuje pravilnost osnutka Pogodbe in izpolnjenega obrazca za naročilo na Spletni strani Prodajalca. S to potrditvijo Kupec Prodajalcu posreduje ponudbo za sklenitev Pogodbe glede na izpolnjeni ali spremenjeni obrazec za naročilo in v skladu z osnutkom Pogodb v skladu s prejšnjim odstavkom.

If the Buyer wishes to conclude the Contract, they may do so by clicking the "Submit contract" button. By clicking this button, the Buyer confirms that the draft Contract and the completed order form on the Seller's Website are correct. Through this confirmation, the Buyer makes an offer to the Seller to conclude the Contract according to the filled out or changed order form, and according to the draft Contract in accordance with the previous paragraph.

7. S klikom na gumb za "Oddaj pogodbo" se Kupec zavezuje, da bo kupil Predmet nakupa, naročenega z obrazcem za naročilo, in da bo poravnal Nakupno ceno v skladu s Pogodbo brez priloženega podpisa (v nadaljnjem besedilu: "Datum naročila").

By clicking the "Submit contract" button, the Buyer undertakes to purchase the Subject Matter of Purchase ordered via the order form, and undertakes to pay the Purchase Price in accordance with the Contract without attaching their signature (hereinafter the "Order Date").

8. Prodajalec bo brez nepotrebnega odlašanja po prejemu naročila potrdil kupcu prejem naročila prek kupčevega računa stranke in/ali kupčevega elektronskega naslova. Besedilo sklenjene pogodbe bo kupcu poslano skupaj s potrditvijo naročila. Šele s to potrditvijo je pogodba sklenjena. V primeru iz 9. odstavka tega člena je pogodba sklenjena pod odložnim pogojem, da začne veljati z dnem, ko je na kupčev račun stranke in/ali kupčev elektronski naslov poslano sporočilo o prejemu plačila v skladu s členom VII.9 pogodbe.

Without undue delay after receipt of the order, the Seller shall confirm receipt thereof to the Buyer via the Buyer's Customer Account and/or the Buyer's email address. The text of the concluded Contract shall be sent to the Buyer together with such confirmation of the order. Only upon such confirmation shall the Contract be concluded. In the case referred to in paragraph 9 of this Article, the Contract shall be concluded subject to the condition precedent that it shall take effect as at the date on which a message regarding the incoming payment pursuant to Article VII.9 of the Contract is sent to the Buyer's Customer Account and/or the Buyer's email address.

9. Če je nakupna cena predmeta nakupa na dan naročila vsaj v znesku, ki v skladu z zakonom št. 253/2008 o določenih ukrepih za boj proti pranju denarja in financiranju terorizma, s spremembami in dopolnitvami (v nadaljnjem besedilu »zakon o preprečevanju pranja denarja«), povzroči prodajalčevo obveznost identifikacije in/ali preverjanja kupca, mora kupec prodajalcu predložiti dokumente, ki jih za namen takšne identifikacije in/ali preverjanja določa zakon o preprečevanju pranja denarja. Kupec mora prodajalcu predložiti zlasti kopije: (i) osebnega dokumenta in vsaj enega dodatnega podpornega dokumenta, iz katerega je mogoče ugotoviti identifikacijske podatke kupca, in če je kupec pravna oseba, kopije teh dokumentov, ki se nanašajo na zastopnika, pooblaščenega za delovanje v imenu te pravne osebe; in (ii) dokumenta, ki potrjuje obstoj bančnega računa, odprtega na ime kupca. Kupec te dokumente naloži prek mobilne aplikacije ali spletnega vmesnika v račun stranke ali pa jih s soglasjem prodajalca pošlje na prodajalčev e-poštni naslov. Prodajalec bo ugotovil identiteto kupca in na podlagi teh dokumentov identificiral in/ali preveril kupca v skladu z zakonom o preprečevanju pranja denarja. Če kupca ni mogoče identificirati ali preveriti na podlagi predloženih dokumentov ali če kupec prodajalcu ne predloži zahtevanih dokumentov, ima prodajalec pravico odstopiti od pogodbe.

If the Purchase Price of the Subject of Purchase as at the Order Date is at least an amount which, pursuant to Act No 253/2008 on certain measures to combat money laundering and terrorist financing, as amended (hereinafter referred to as the "AML Act"), gives rise to the Seller's obligation to identify and/or verify the Buyer, the Buyer shall provide the Seller with the documents stipulated by the AML Act for the purpose of such identification and/or verification. The Buyer shall provide the Seller in particular with copies of: (i) an identity document and at least one additional supporting document from which the Buyer's identifying information can be ascertained and, where the Buyer is a legal person, copies of such documents relating to the representative authorised to act on behalf of that legal person; and (ii) a document confirming the existence of a bank account held in the name of the Buyer. The Buyer shall upload such documents via the mobile application or web interface to the Customer Account or, with the Seller's consent, send the documents to the Seller's email address. The Seller shall ascertain the Buyer's identity and identify and/or verify the Buyer on the basis of such documents in accordance with the AML Act. If the Buyer cannot be identified or verified on the basis of the documents provided, or if the Buyer fails to provide the required documents to the Seller, the Seller shall be entitled to withdraw from the Contract.

10. Kupec se strinja, da bo pri sklepanju Pogodbe uporabil metodo komunikacije na daljavo. Stroške, ki jih Kupec utрпи zaradi

komunikacije na daljavo v zvezi s sklenitvijo Pogodbe (stroški interneta in telefona), poravna Kupec.

The Buyer agrees to use remote communication means when concluding the Contract. The costs incurred by the Buyer for the use of remote communication means in connection with the conclusion of the Contract (internet and phone costs) will be borne by the Buyer.

11. Če Prodajalec meni, da je naročilo (Pogodba) nenavadno, še posebej kar zadeva količino blaga, ceno, stroške odpreme, razdaljo itd., lahko Kupca prosi za ponovno potrditev Pogodbe na primeren način. Če Kupec v razumnem časovnem obdobju ponovno ne potrdi Pogodbe, ima Prodajalec pravico do odstopa od Pogodbe.

If the Seller thinks the order (Contract) is unusual, especially in terms of the quantity of goods, price, shipping costs, distance, etc., it is entitled to ask the Buyer to reconfirm the Contract in a suitable manner. If the Buyer fails to reconfirm the Contract within a reasonable period of time, the Seller is entitled to withdraw from the Contract.

12. Vse blago, ki je predstavljeno na Spletni strani Prodajalca, je zgolj informativne narave; Prodajalec ni dolžan sklepati Pogodbe za to blago. Poglavje 1732, 2. odstavek akta št. 89/2012 civilnega zakonika ne velja.

All goods placed on the Seller's Website are displayed for informative purposes only, and the Seller is not obliged to enter into a Contract for such goods. Section 1732, paragraph 2. of Act of the Czech republic No 89/2012, the Civil Code, does not apply.

IV. PRAVICE IN DOLŽNOSTI PRODAJALCA | RIGHTS AND OBLIGATIONS OF THE SELLER

1. Prodajalec se zavezuje, da bo Predmet nakupa poslal na naslov za pošiljanje blaga, ki je opredeljen v Pogodbi. Prodajalec bo Predmet nakupa poslal po izračunu končne Nakupne cene in po Kupčevem plačilu cene na račun Prodajalca glede na VII. člen (ne velja za pošiljke, pri katerih obstaja plačilo po povzetju). Če je Nakupna cena opredeljena kot plačilo po povzetju, Prodajalec Predmet nakupa pošlje Kupcu po sklenitvi Pogodbe. V obeh primerih bo Predmet nakupa dostavljen Kupcu v roku 60 koledarskih dni od datuma izpolnitve pogojev za dostavo, razen če dostava ne bo mogoča zaradi izrednih nepredvidljivih okoliščin, na katere Prodajalec nima vpliva (npr. naravne nesreče, epidemije, oboroženi spopadi, splošne stavke, izredne zamude pri dobavitelju Prodajalca itd.).

The Seller undertakes to send the Subject Matter of Purchase to the address for sending goods specified in the Contract. The Seller will send the Subject Matter of Purchase after calculation of the final Purchase Price and after its payment by the Buyer to the Seller's account pursuant to Article VII. (excluding cash-on-delivery consignments). If the Purchase Price is arranged as cash-on-delivery, the Seller will send the Subject Matter of Purchase to the Buyer after the conclusion of the Contract. In both cases, the Subject Matter of Purchase will be delivered to the Buyer no later than 60 calendar days from the date of fulfillment of the conditions for delivery, unless delivery is prevented by extraordinary unforeseen circumstances beyond the Seller's control (e.g. a natural disaster, epidemic, armed conflict, general strike, extraordinary delay by the Seller's supplier etc.).

2. Prodajalec si pridržuje pravico do odstopa od Pogodbe, če je naslov za pošiljanje blaga oz. količina naročenih Predmetov nakupa nepravilna oz. če je cena Predmeta nakupa očitno vprašljiva ali nepravilna. Prodajalec si prav tako pridržuje pravico do odstopa od Pogodbe, če Kupec v primeru, ko se Nakupna cena Predmeta nakupa spremeni glede na 4. in 5. odstavek VII. člena, večkrat zavrne plačilo končne Nakupne cene pri kršitvi Pogodbe, če Kupec ni izpolnil svojih dolžnosti glede prevzema in plačila zavezujočega naročila ali nakupa Predmeta nakupa v preteklosti, če je kupljeni predmet nakupa razprodan zaradi povečanega povpraševanja in ga ni več mogoče naročiti od dobavitelja Prodajalca ali če je bila zaradi tehnične napake prikazana napačna cena.

The Seller reserves the right to withdraw from the Contract if the address for sending goods or the quantity of the ordered Subject Matter of Purchase is incorrect, or the price for the Subject Matter of Purchase is clearly doubtful or incorrect. Furthermore, the Seller reserves the right to withdraw from the Contract if the Buyer, under a situation when the Purchase Price of the Subject Matter of Purchase is adjusted pursuant to Article VII., paragraphs 4. and 5., repeatedly refuses to pay the final Purchase Price in breach of the Contract, if the Buyer has not fulfilled their obligation to collect and pay for a binding order or purchased Subject Matter of Purchase in the past, if the purchased Subject Matter of Purchase is sold out due to increased demand and it is no longer possible to order it from the Seller's supplier, or if a wrong price was displayed due to a technical error.

3. Prodajalec si dodatno pridržuje pravico do odstopa od Pogodbe, če sumi, da je glavni namen sklenitve Pogodbe predvsem špekuliranje Kupca v zvezi s ceno naložbene kovine, ali v primeru izrednih in nepredvidenih okoliščin, ki nastanejo neodvisno od Prodajalčeve volje (npr. naravne nesreče, epidemije, oboroženi spopadi, splošne stavke itd.) in povzročijo občutno nihanje nakupnih cen naložbenih kovin na trgu.

The Seller additionally reserves the right to withdraw from the Contract if it suspects that the main purpose of conclusion of

the Contract is the Buyer speculating on the price of the investment metal, or in the event of extraordinary unforeseen circumstances beyond the Seller's control (e.g. a natural disaster, epidemic, armed conflict, general strike etc.) which cause significant fluctuations in the purchase prices of investment metals on the market.

4. Prodajalec si nadalje pridržuje pravico do odstopa od Pogodbe, če je Kupec že resno kršil drugo pogodbo, ki je bila sklenjena s Kupcem.

The Seller further reserves the right to withdraw from the Contract if the Buyer has previously materially breached another contract concluded with the Buyer.

5. Obvestilo o odstopu od Pogodbe bo posredovano Kupcu na njihov Račun stranke in/ali e-poštni naslov.

Notice of withdrawal from the Contract will be delivered to the Buyer via their Customer's Account and/or email address.

6. Prodajalec ima pravico in v določenih primerih obveznost identificirati, preveriti in potrditi kupca, med drugim v zvezi s kupčevo kreditno sposobnostjo, ukrepi za preprečevanje pranja denarja in financiranje terorizma (vključno, kjer je primerno, s poostreno identifikacijo in preverjanji kupca) ter izvajanjem mednarodnih ali nacionalnih sankcij in ukrepov za boj proti goljufijam ter nepoštenemu ali špekulativnemu trgovanju. Kot del take identifikacije, preverjanj in potrditev lahko prodajalec po lastni presoji od kupca zahteva dodatne informacije in/ali dokumente, ki presegajo tiste, določene v členu III.9 te pogodbe. Če kupec prodajalcu ne posreduje zahtevanih informacij ali dokumentov v razumnem roku ali če dvomi prodajalec o dejstvih, ki se pregledujejo ali preverjajo, obstajajo tudi po predložitvi takih informacij ali dokumentov, lahko prodajalec: (i) prekine pogodbo brez nadaljnega obvestila; ali (ii) zavrne obdelavo izplačila ali druge izvedbe s strani kupca ali v njegovo korist. To ne posega v pravice in obveznosti prodajalca po obveznih zakonskih določbah. Če je kupec identificiran s potrditvenim plačilom v skladu z zakonom o preprečevanju pranja denarja (AML), se kupec zavezuje, da bo izpolnil vse obveznosti, ki izhajajo iz tega zakona, in prodajalcu zagotovil potrebno sodelovanje za ta namen.

The Seller shall have the right, and in certain cases the obligation, to identify, check and verify the Buyer, inter alia, with respect to the Buyer's creditworthiness, measures to counter money laundering and terrorist financing (including, where applicable, intensified identification and checks of the Buyer), and the implementation of international or national sanctions and measures to counter fraud and unfair or speculative trading. As part of such identification, checks and verification, the Seller, at the Seller's own discretion, may require the Buyer to provide additional information and/or documents beyond what is stipulated in Article III.9 of the present Contract. Should the Buyer fail to provide the requested information or documents to the Seller within a reasonable period of time, or should the Seller's doubts about the facts under review or verification persist even after the provision of such information or documents, the Seller may: (i) terminate the Contract without further notice; or (ii) refuse to process a payout or other performance by or for the benefit of the Buyer. This shall be without prejudice to the Seller's rights and obligations under mandatory provisions of law. Should the Buyer be identified by means of a verification payment under the AML Act, the Buyer undertakes to fulfil all obligations arising from that Act and to provide the Seller with the cooperation necessary for that purpose.

V. PRAVICE IN DOLŽNOSTI KUPCA | RIGHTS AND OBLIGATIONS OF THE BUYER

1. Kupec se zavezuje, da bo navedeni pravilen naslov za pošiljanje blaga za dostavo Predmeta nakupa. V primeru spremembe naslova Kupca za dostavo blaga mora Kupec Prodajalcu spremembo nemudoma sporočiti v pisni obliki. Če Kupec ne izpolni svoje dolžnosti, zaradi česar se pošiljka Predmeta nakupa vrne Prodajalcu, bo Prodajalec Predmet nakupa ponovno poslal Kupcu samo po Kupčevem plačilu stroškov poštnine, pakiranja in zavarovanja glede na Cenik nadomestil in storitev, ki je veljaven na dan ponovnega pošiljanja Predmeta nakupa Kupcu (v nadaljnjem besedilu: "Cenik nadomestil in storitev").

The Buyer undertakes to state the correct address for sending goods for the delivery of the Subject Matter of Purchase. If the Buyer's address for sending goods has changed, they are obliged to immediately inform the Seller in writing. If the Buyer fails to fulfil this obligation and a consignment with the Subject of Purchase is returned to the Seller, the Seller will resend the Subject Matter of Purchase to the Buyer only after the Buyer has repaid the postage, packaging and insurance fees according to the Pricelist of Fees and Services valid on the date the Subject Matter of Purchase is resent to the Buyer (hereinafter the "Pricelist of Fees and Services").

2. Kupec se zavezuje, da bo plačal Nakupno ceno, vključno z vsemi stroški glede na Cenik nadomestil in storitev, ter sprejel naročeni in poslani Predmet nakupa.

The Buyer undertakes to pay the Purchase Price, including the fees according to the Pricelist of Fees and Services, and to accept the ordered and sent Subject Matter of Purchase.

3. Če Kupec ne prejme pošiljke s Predmetom nakupa, čeprav je od Prodajalca prejel obvestilo o pošiljki na Račun stranke

in/ali e-poštni naslov, mora o tem nemudoma obvestiti Prodajalca.

If the Buyer does not receive a consignment with the Subject Matter of Purchase, despite being notified of its dispatch by the Seller via their Customer's Account and/or e-mail address, they will immediately inform the Seller.

4. Kupec se zavezuje, da bo sprejel poslani Predmet nakupa. Če Kupec ne izpolni te obveznosti, mu Prodajalec Predmet nakupa pošlje znova. Prodajalec je dolžan pošiljanje Predmeta nakupa ponoviti dvakrat, vedno po plačilu poštnine, embalaže in zavarovanja v skladu s Cenikom nadomestil in storitev, ki velja na dan ponovne odpreme. Če navedeni stroški pošiljanja niso poravnani, Prodajalec Predmeta nakupa ni dolžan poslati ponovno.

The Buyer undertakes to accept the shipped Subject Matter of Purchase. If the Buyer fails to fulfill this obligation, the Seller will resend the Subject Matter of Purchase to the Buyer. The Seller is obliged to resend the Subject Matter of Purchase twice, always upon payment of postage, packaging and insurance fees according to the Pricelist of Fees and Services valid on the date of resending. If the specified shipping costs are not paid, the Seller is not obliged to resend the Subject Matter of Purchase.

5. Če Kupec po 2 neuspelih dostavah ne sprejme poslanega Predmeta nakupa, je Prodajalec upravičen do odstopa od Pogodbe. Če Prodajalec odstopi od Pogodbe iz prej navedenih razlogov, mora Kupec Prodajalcu plačati pogodbeno kazen v znesku 10 % Nakupne cene, a najmanj 40,00 EUR. Pogodbena kazen zapade v roku 5 dni od dneva zahteve plačila Kupcu. Prodajalec je svojo terjatev upravičen poravnati s terjatvijo Kupca za plačilo Nakupne cene (ali avansnim plačilom Nakupne cene). Če Kupec do datuma odpreme Prodajalcu še ni plačal poštnine, embalaže in zavarovanja za ponovno pošiljanje po Ceniku nadomestil in storitev, ki je veljal na dan pošiljanja, Prodajalec svojo terjatev poravnava s terjatvijo Kupca za plačilo Nakupne cene (ali avansnim plačilom nakupne cene).

If the Buyer fails to accept the shipped Subject Matter of Purchase after a further 2 failed attempts at delivery, the Seller is entitled to withdraw from the Contract. If the Seller withdraws from the Contract due to the reason under the previous sentence, the Buyer is obliged to pay the Seller a contractual penalty of 10% of the Purchase Price, but a minimum of EUR 40,00. The contractual penalty is payable within 5 days from the date of delivery of a call for payment to the Buyer. The Seller is entitled to set off the receivable for the payment of the contractual penalty against the Buyer's receivable for the refund of the Purchase Price (or an advance on the Purchase Price). If the Buyer has not yet paid the postage, packaging and insurance for resent packages to the Seller according to the Pricelist of Fees and Services valid on the day of dispatch, the Seller is entitled to set off this receivable against the Buyer's receivable for refund of the Purchase Price (or advance on the Purchase Price).

6. Vračila Predmeta nakupa Prodajalcu niso mogoča. Predmet nakupa se lahko ponudi v odkup samo glede na XI. člen Pogodbe.

Returns of the Subject Matter of Purchase to the Seller are not possible. The Subject Matter of Purchase may only be offered for repurchase under Article XI. of the Contract.

VI. CENA | PRICE

1. Cena naložbenih kovin je odvisna od gibanj na finančnem trgu, ki so neodvisna od Prodajalčeve volje. Na ceno Predmeta nakupa vplivata cena naložbenih kovin na borzi plemenitih kovin in menjalni tečaj. Veljavna nakupna cena naložbenih kovin za posamezne Predmete nakupa je navedena v Ceniku, ki je na voljo na Spletni strani Prodajalca (v nadaljnjem besedilu: "Cenik nakupa"). Cene vključujejo DDV. Nakupna cena je objavljena v Ceniku za nakup od ponedeljka do petka, in sicer vedno po 18.00 po srednjeevropskem času (v nadaljnjem besedilu: "CET"), s takojšnjim učinkom in učinkom za naslednji dan ter, odvisno od primera, za druge dni, ko Nakupna cena ni objavljena v Ceniku za nakup skladno s prvim delom te povedi (v nadaljnjem besedilu: "Dejanska cena"). Cenik nakupa ne predstavlja predloga za sklenitev pogodbe, temveč je poziv k oddaji predlogov za sklenitev pogodbe.

The price of investment metals depends on fluctuations on the financial market beyond the Seller's control. The price of the Subject Matter of Purchase is affected by the price of investment precious metals on the precious metals exchange and the exchange rate. The current Purchase Price of investment metals for individual Subject Matters of Purchase is stated in the Pricelist available on the Seller's Website (hereinafter the "Purchase Pricelist"). Prices include VAT. The Purchase Price is published in the Purchase Pricelist from Monday to Friday, always after 18:00 p.m. Central European Time (hereinafter "CET"), with immediate effect, and is valid for the following day and possibly for other days when the Purchase Price is not published in the Purchase Pricelist under the first part of this sentence (hereinafter the "Actual Price"). The Purchase Pricelist does not represent an offer to conclude a contract, but a call to submit offers to conclude a contract.

2. Podatki o plačilu se pošljejo Kupcu na Račun stranke in/ali na njegov e-poštni naslov skupaj z besedilom sklenjene

Pogodbe. Pri pogajanju o Pogodbi mora Kupec izbrati način plačila: negotovinsko plačilo ali plačilo po povzetju glede na veljavni Cenik nadomestil in storitev.

Payment information is sent to the Buyer via their Customer's Account and/or e-mail address with the text of the concluded Contract. When negotiating the Contract, the Buyer must choose the method of payment: either non-cash payment or cash-on-delivery according to the valid Pricelist of Fees and Services.

3. Plačilo po povzetju – plačilo po povzetju je na voljo samo, če je plačilo po povzetju ponujeno v veljavnem Ceniku nadomestil in storitev (odvisno od izbranega načina dostave, naslova za pošiljanje blaga, valuto in limita cene za plačilo po povzetju). Zaračuna se tudi strošek plačila po povzetju glede na veljavni Cenik nadomestil in storitev. Ko Kupec izbere plačilo po povzetju kot način plačila, se šteje, da je Nakupna cena poravnana takrat, ko se zadevni znesek evidentira na računu Prodajalca. Samo ena pošiljka (poslana, v pošiljanju) z načinom plačila po povzetju je dovoljena na Kupca.

Cash-on-delivery - the cash-on-delivery payment method is allowed only if cash-on-delivery is offered in the valid Pricelist of Fees and Services (depending on the selected shipping method, the address for delivery of the goods, the currency, and the price limit for cash-on-delivery). A cash-on-delivery fee is also charged according to the valid Pricelist of Fees and Services. When the Buyer selects cash-on-delivery as the payment method, the Purchase Price is considered paid when the corresponding amount is credited to the Seller's account. Only one consignment (shipped, pending delivery) with cash-on-delivery as the selected payment method is allowed per Buyer.

4. Negotovinsko plačilo na bančni račun prodajalca (plačilo z bančnim nakazilom, poštno nakaznico ali gotovinskim pologom na bančni račun prodajalca) – nakupna cena, če je plačana negotovinsko do zneska, ki na dan naročila ne dosega praga, ki v skladu z zakonom o preprečevanju pranja denarja (AML) povzroči prodajalčevo obveznost identifikacije in/ali preverjanja kupca, se šteje za plačano, ko je plačilo knjiženo na račun prodajalca s pravilno številko pogodbe, navedeno v opisu transakcije (variabilni simbol). Če nakupna cena na dan naročila doseže vsaj prag, ki v skladu z zakonom o preprečevanju pranja denarja povzroči prodajalčevo obveznost identifikacije in/ali preverjanja kupca, lahko kupec plača nakupno ceno izključno z nakazilom z bančnega računa, katerega imetnik je kupec in za katerega je kupec prodajalcu predložil dokument v skladu s členom III.9 te pogodbe. Če kupec plača nakupno ceno v obrokih (ali kot predujem za nakupno ceno), se prvi obrok nakupne cene vedno plača na način, določen v prejšnjem stavku. Nakupna cena oziroma njen prvi obrok v skladu z drugim in tretjim stavkom tega odstavka se šteje za plačano šele, ko je plačilo knjiženo na račun s pravilno številko pogodbe, navedeno v opisu transakcije (variabilni simbol), in s sporočilom prejemniku v obliki »AML, IBIS InGold«. Če kupec izvede negotovinsko plačilo drugače, kot je dogovorjeno v tem odstavku, ima prodajalec pravico odstopiti od te pogodbe.

Non-cash payment to the Seller's bank account (payment by bank transfer, postal order, or cash deposit to the Seller's bank account) – the Purchase Price, if paid by non-cash means up to an amount which, as at the Order Date, does not reach the threshold giving rise, under the AML Act, to the Seller's obligation to identify and/or verify the Buyer, shall be deemed paid when the payment is credited to the Seller's account with the correct Contract number stated in the transaction description (variable symbol). Where the Purchase Price as at the Order Date reaches at least the threshold giving rise, under the AML Act, to the Seller's obligation to identify and/or verify the Buyer, the Buyer may pay the Purchase Price exclusively by transfer from a bank account of which the Buyer is the holder and in respect of which the Buyer has provided the Seller with a document pursuant to Article III.9 of the present Contract. Where the Buyer pays the Purchase Price in instalments (or as an advance towards the Purchase Price), the first instalment of the Purchase Price shall always be paid in the manner specified in the preceding sentence. The Purchase Price, or the first instalment thereof pursuant to the second and third sentences of this paragraph, shall be deemed paid only when the payment is credited to the account with the correct Contract number stated in the transaction description (variable symbol) and with the message to the recipient formatted as "AML, IBIS InGold" Should the Buyer make a non-cash payment otherwise than as agreed in this paragraph, the Seller shall be entitled to withdraw from the present Contract.

5. Kupec se zavezuje plačati nakupno ceno izključno iz sredstev, ki so v njegovi dejanski lasti. V 10 delovnih dneh od datuma, ko je plačilo nakazano na račun prodajalca, ali od datuma identifikacije takega plačila v skladu s členom VII.7, ima prodajalec pravico zahtevati, da kupec v razumnem roku, ki ga določi prodajalec, dokaže izvor sredstev, iz katerih je bila plačana nakupna cena. Če kupec v določenem roku ne dokaže (v zadovoljstvo prodajalca), da je bila nakupna cena plačana izključno iz sredstev, ki dejansko pripadajo kupcu, ima prodajalec pravico odstopiti od pogodbe, v tem primeru pa kupcu v razumnem roku vrne plačano nakupno ceno ali morebitna predplačila za nakupno ceno, zmanjšana za bančne stroške, povezane s prejemom plačila, transakcijske stroške, povezane s pošiljanjem plačila v skladu z veljavnim cenikom stroškov in storitev ter stroške, povezane z odstopom od pogodbe.

The Buyer undertakes to pay the Purchase Price exclusively out of funds actually owned by the Buyer. Within 10 Business Days of the date on which the payment is credited to the Seller's account, or of the date of the identification of such payment pursuant to Article VII.7, the Seller shall be entitled to request that the Buyer demonstrate, within a reasonable period of time determined by the Seller, the origin of the funds from which the Purchase Price was paid. Should the Buyer fail, within that specified period of time, to demonstrate (to the Seller's satisfaction) that the Purchase Price has been paid exclusively out of funds actually belonging to the Buyer, the Seller shall be entitled to withdraw from the Contract, in which case the Seller shall return to the Buyer, within a reasonable period of time, the Purchase Price paid or any advance payments made towards the Purchase Price, less any bank charges related to the receipt of the payment, transaction fees related to the sending of the payment in accordance with the applicable Fee and Service Price List, and costs associated with withdrawal from the Contract.

6. Za namene Pogodbe se kot delovni dan šteje vsak delovni dan, ko so banke v državi sedeža Prodajalca običajno odprte za opravljanje bančnih storitev (v nadaljnjem besedilu: "Delovni dan").

For the purposes of the Contract, a business day means a working day when banks in the country of the Seller's registered office are open and provide banking services (hereinafter the "Business Day").

VII. DOLOČANJE CEN | PRICING (PRICE FIXING)

1. Cena Predmeta nakupa je določena glede na cenik Prodajalca, ki velja na Datum naročila (v nadaljnjem besedilu: "Nakupna cena"). Nakupna cena Predmeta nakupa se lahko kasneje spremeni glede na naslednje pogoje, ki so lahko odvisni od izbranega načina plačila in zneska Nakupne cene. Nakupna cena se lahko poravna na podlagi plačila po povzetju (tj. v gotovini ob prevzemu Predmeta nakupa) ali na podlagi brezgotovinskega plačila.

The price of the Subject Matter of Purchase is set according to the Pricelist of the Seller valid on the Order Date (hereinafter the "Purchase Price"). The Purchase Price of the Subject Matter of Purchase may be adjusted later, under the following conditions which depend on the selected method of payment and amount of the Purchase Price. The Purchase Price may be paid cash-on-delivery (i.e. in cash when the Subject Matter of Purchase is handed over) or by non-cash payment.

2. Stroški, ki zadevajo veljavni Cenik nadomestil in storitev, se določijo, ko se Kupčevo naročilo posreduje Prodajalcu. Popolni pregled naročila se pošlje Kupcu na Račun stranke in/ali na njegov e-poštni naslov skupaj s Pogodbo. Morebitni dodatni stroški glede na veljavni Cenik nadomestil in storitev se lahko izračunajo ob spremembi nakupne cene Predmeta nakupa, le-ti pa se sporočijo Kupcu na Račun stranke in/ali na njegov e-poštni naslov.

Fees according to the valid Pricelist of Fees and Services are calculated when a Buyer's order is sent to the Seller. A complete overview of the order will be sent to the Buyer via their Customer's Account and/or e-mail address together with the Contract. Any additional fees according to the valid Pricelist of Fees and Services may be calculated when the Purchase Price of the Subject Matter of Purchase is adjusted, and these will be notified to the Buyer via their Customer's Account and/or e-mail address.

3. Če je Nakupna cena plačilo po povzetju, velja Nakupna cena, ki je določena v skladu s 1. odstavkom, z naslednjo izključitvijo. Če je Kupec sklenil več enotnih kupoprodajnih pogodb s Prodajalcem z načinom plačila nakupne cene po povzetju, bo Predmet nakupa posameznih pogodb odposlan postopoma in vedno le takrat, ko se dogovorjena Nakupna cena v prejšnji pogodbi evidentira na bančnem računu Prodajalca. V takšnem primeru se Nakupna cena Predmeta nakupa pri naslednjih pogodbah prav tako določi postopoma, in sicer vedno v skladu s Cenikom Prodajalca, ki je veljaven na dan, ko je bila Nakupna cena, ki je veljala v prejšnji pogodbi, evidentirana na bančnem računu Prodajalca oz. na dan, ko je bilo to ugotovljeno glede na 7. odstavek VII. člena, če je bilo plačilo evidentirano (ali ugotovljeno) do 11.00 po srednjeevropskem času (CET) na Delovni dan. Če se plačilo evidentira (ali ugotovi) po 11.00 CET na Delovni dan, velja Cenik nakupa za naslednji Delovni dan. Vendar pa na takšen način prilagojena Nakupna cena ne bo presegala Nakupne cene, ki je veljala na Dan naročila, za več kot 20 %. Če končna Nakupna cena preseže ta limit, ima Kupec pravico do zavrnitve Predmeta nakupa in do odstopa od Pogodbe. Če je končna Nakupna cena nižja od Nakupne cene, ki je veljala na Dan naročila ali višja od te Nakupne cene za največ 20 %, se Pogodbeni stranki izrecno strinjata, da bo veljala takšna sprememba Pogodbe.

If the Purchase Price is cash-on-delivery, the Purchase Price set in accordance with paragraph 1. will apply with the following exclusion: If the Buyer has concluded several single purchase contracts with the Seller with cash-on-delivery as the selected method for payment of the Purchase Price, the Subject Matter of Purchase of individual contracts will be shipped gradually, and always after the Purchase Price agreed in the previous contract has been credited to the Seller's bank account. In such a case, the Purchase Price of the Subject Matter of Purchase of the following contracts will also be fixed gradually, always according to the Seller's Pricelist valid as of the date when the Purchase Price agreed in the previous contract was credited to the Seller's bank account, or as of the date it was identified according to Article VII., paragraph 7., if the payment is credited (or identified) by 11:00 a.m. CET on a Business Day. If the payment is credited (or identified) after 11:00 a.m. CET on a Business Day, the Purchase Pricelist valid for the following Business Day applies. However, the Purchase Price set in this manner will not exceed the Purchase Price valid on the Order Date by more than 20%. If the final Purchase Price exceeds this limit, the Buyer is entitled to refuse to accept the Subject Matter of Purchase, and to withdraw from the Contract. If the final Purchase Price is lower than the Purchase Price valid on the Order Date, or higher than this Purchase Price by a maximum of 20%, the Parties expressly agree that such amendment to the Contract will be effective.

4. Ko se Pogodbeni stranki strinjata z Nakupno ceno v negotovinski obliki do "Meje skupne cene za blago za naročilo z negotovinskim plačilom z določljivo ceno" glede na Cenik nadomestil in storitev, ki je veljaven na Dan naročila, veljajo

naslednji pogoji:

When the Parties agree that the Purchase Price is paid in a non-cash form up to the "Limit of the total price of the goods for an order with non-cash payment and price fixing" according to the Pricelist of Fees and Services valid on the Order Date, the following conditions will apply:

- a. Nakupna cena se določi v skladu s 1. odstavkom zgoraj in velja le, če se evidentira na bančnem računu Prodajalca ali ugotovi v skladu s 7. odstavkom VII. člena do 11.00 CET na Delovni dan nemudoma po objavi četrte Dejanske cene od Datuma naročila.

The Purchase Price set in accordance with paragraph 1 above is valid only if credited to the bank account of the Seller or identified in accordance with Article VII., paragraph 7. by 11:00 a.m. CET on the Business Day immediately following the announcement of the fourth Actual Price from the Order Date.

- b. Če se Nakupna cena evidentira na računu Prodajalca oz. če se identificira v skladu s 7. odstavkom VII. člena kasneje od roka, navedenega v točki a) 4. odstavka VII. člena, se Nakupna cena spremeni glede na Cenik, ki je veljaven na dan evidentiranja Nakupne cene na bančnem računu Prodajalca oz. na dan identifikacije plačila. Vendar pa – če se plačilo evidentira (ali ugotovi) do 11.00 CET na Delovni dan – obvelja Cenik nakupa, ki je veljal za tisti dan; če se plačilo evidentira (ali ugotovi) po 11.00 CET na Delovni dan, velja Cenik nakupa za naslednji delovni dan. Toda na takšen način prilagojena Nakupna cena ne bo presegala Nakupne cene, ki je veljala na dan deponiranja sredstev na račun Prodajalca oz. na dan vnosa naročila z negotovinskim plačilom pri banki oz. na dan, ki je določen na naročilu kot rok za plačilo Nakupne cene (kar nastopi kasneje) za več kot 20 %. Če končna Nakupna cena presega to mejo, se obvestilo, ki ga Prodajalec pošlje Kupcu o tej končni Nakupni ceni, šteje kot ponudba za spremembo Pogodbe, ki se sprejme, razen če Kupec izrecno zavrne ponudbo v pisni obliki v roku 24 ur od prejema obvestila oz. če Kupec sprejme Predmet nakupa ali naknadno izvrši plačilo. Zavrnitev ponudbe za spremembo Pogodbe glede na prejšnjo poved prekliče predmet Pogodbe z negotovinskim plačilom (vse morebitne dolžnosti prizadete Pogodbe potečejo od začetka). Če je prilagojena Nakupna cena glede na ta odstavek Pogodbe nižja od Nakupne cene, ki je veljala na dan deponiranja sredstev na račun Prodajalca oz. na dan vnosa naročila z negotovinskim plačilom pri banki oz. na dan, ki je določen na naročilu kot rok za plačilo Nakupne cene (kar nastopi kasneje), ali če je cena višja od te Nakupne cene za največ 20 %, se Pogodbeni stranki izrecno strinjata, da bo veljavna takšna sprememba Pogodbe.

If the Purchase Price is credited to the Seller's account or identified in accordance with Article VII., paragraph 7. later than within the deadline specified in Article VII., paragraph 4., letter a), the Purchase Price will be adjusted according to the Purchase Pricelist valid at the time of crediting the Purchase Price to the Seller's bank account, or valid at the time of payment identification. However, if the payment is credited (or identified) by 11:00 a.m. CET on a Business Day, the Purchase Pricelist valid for that day will apply; if the payment is credited (or identified) after 11:00 a.m. CET on a Business Day, the Purchase Pricelist valid for the next Business Day will apply. However, the Purchase Price adjusted in this manner will not exceed the Purchase Price valid on the day the funds were deposited onto the Seller's account or on the day when a non-cash payment order was placed with a bank, or on the day specified in the order as the due date of the Purchase Price (whichever occurs later), by more than 20%. If the final Purchase Price exceeds this limit, a notification of this final Purchase Price by the Seller to the Buyer represents an offer to amend the Contract, which is accepted unless the Buyer expressly rejects the offer in writing within 24 hours from receiving the notification, or if the Buyer accepts the Subject of Purchase or subsequently makes any payment. Refusal of an offer to amend the Contract according to the previous sentence cancels the subject Contract with non-cash payment (any obligations from the affected Contract expire from the beginning). If the adjusted Purchase Price under this paragraph of the Contract is lower than the Purchase Price valid on the day funds are deposited onto the Seller's account or on the day a non-cash payment order is placed with a bank, or on the day specified in the order as the due date of the Purchase Price (whichever occurs later), or higher than this Purchase Price by a maximum of 20%, the Parties expressly agree that such amendment to the Contract will be effective.

5. Če je dogovorjeno negotovinsko plačilo nakupne cene v znesku, ki presega »omejitev skupne cene produktov za naročila z negotovinskim plačilom in določanjem cen« v skladu s cenikom stroškov in storitev, veljavnim na dan naročila, se nakupna cena, določena v skladu z zgornjim odstavkom 1, v vseh primerih prilagodi v skladu s cenikom nakupa, veljavnim v času, ko je nakupna cena nakazana na bančni račun prodajalca, ali v skladu s cenikom nakupa, veljavnim v času, ko je plačilo identificirano v skladu s členom VII.7. Če nakupna cena predmeta nakupa na datum naročila doseže vsaj prag, ki prodajalcu v skladu z zakonom o preprečevanju pranja denarja nalaga identifikacijo in/ali preverjanje kupca, se nakupna cena v vseh primerih prilagodi v skladu s cenikom nakupa, ki velja v času, ko je nakupna cena nakazana na prodajalčev bančni račun, ali v skladu s cenikom nakupa, ki velja v času plačila v skladu s členom VII.7, in izvedbo in dokončanje identifikacije in/ali preverjanja kupca v skladu z zakonom o preprečevanju pranja denarja. Identifikacija in/ali preverjanje kupca v skladu z zakonom o preprečevanju pranja denarja se izvede in zaključi najkasneje tretji delovni dan po predložitvi dokumentov v skladu s členom III.9 pogodbe (ali kakršnih koli dodatnih dokumentov, ki jih prodajalec naknadno zahteva od kupca) in nakazilu nakupne cene na prodajalčev bančni račun. Če je plačilo knjiženo (ali identificirano) in je identifikacija in/ali preverjanje kupca v skladu z zakonom o preprečevanju pranja denarja (v primerih iz prejšnjega stavka) izvedeno in zaključeno do 11. ure po srednjeevropskem času na delovni dan, se uporabi cenik nakupa, ki velja na ta dan. Če je plačilo knjiženo (ali identificirano) in je identifikacija in/ali preverjanje kupca v skladu z zakonom o preprečevanju

pranja denarja (v primerih iz prejšnjega stavka) izvedeno in zaključeno po 11. uri po srednjeevropskem času na delovni dan, se uporabi cenik nakupa prodajalca, ki velja naslednji delovni dan. Ne glede na zgoraj navedeno tako prilagojena nakupna cena ne sme presegati za več kot 20 % nakupne cene, ki velja na dan, ko so sredstva položena na račun prodajalca, ali na dan, ko je banki predložen negotovinski plačilni nalog, ali na dan, ki je v takem nalogu naveden kot datum zapadlosti nakupne cene (kar nastopi pozneje). Če končna nakupna cena preseže to mejo, prodajalčevo obvestilo kupcu o končni nakupni ceni predstavlja ponudbo za spremembo pogodbe. Takšna ponudba se šteje za sprejeto, razen če jo kupec v 24 urah po takšnem obvestilu izrecno pisno zavrne ali če kupec prevzame predmet nakupa ali izvede kakršno koli naknadno plačilo prodajalcu. Če je ponudba za spremembo pogodbe iz prejšnjega stavka zavržena, se zadevna pogodba, ki določa negotovinsko plačilo, razveljavi (obveznosti, ki iz tega izhajajo, prenehajo veljati ex tunc). Če je prilagojena nakupna cena v skladu s tem odstavkom pogodbe nižja od nakupne cene, ki velja na dan, ko so sredstva položena na prodajalčev račun, ali na dan, ko je negotovinski plačilni nalog predložen banki, ali na dan, ki je v takem nalogu naveden kot datum zapadlosti nakupne cene (kar nastopi pozneje), ali višja za največ 20 % od te nakupne cene, se pogodbeni stranki izrecno strinjata s takšno spremembo pogodbe.

Where non-cash payment of the Purchase Price is agreed in an amount exceeding the "Limit on the total price of products for orders with non-cash payment and price lock-in" as per the Fee and Service Price List applicable as at the Order Date, the Purchase Price determined in accordance with paragraph 1 above shall, in all cases, be adjusted in accordance with the Purchase Price List applicable at the time the Purchase Price is credited to the Seller's bank account or in accordance with the Purchase Price List applicable at the time the payment is identified pursuant to Article VII.7. Where the Purchase Price of the Subject of Purchase as at the Order Date reaches at least the threshold giving rise, under the AML Act, to the Seller's obligation to identify and/or verify the Buyer, the Purchase Price shall, in all cases, be adjusted in accordance with the Purchase Price List applicable at the time the Purchase Price is credited to the Seller's bank account or in accordance with the Purchase Price List applicable at the time of payment pursuant to Article VII.7 and the performance and completion of the identification and/or verification of the Buyer pursuant to the AML Act. Identification and/or verification of the Buyer pursuant to the AML Act shall be carried out and completed no later than the third Business Day following the submission of documents pursuant to Article III.9 of the Contract (or any additional documents subsequently requested by the Seller from the Buyer) and the crediting of the Purchase Price to the Seller's bank account. Where the payment is credited (or identified) and the identification and/or verification of the Buyer pursuant to the AML Act (in the cases referred to in the preceding sentence) is carried out and completed by 11:00 a.m. CET on a Business Day, the Purchase Price List applicable on that day shall apply. Where the payment is credited (or identified) and the identification and/or verification of the Buyer pursuant to the AML Act (in the cases referred to in the preceding sentence) is carried out and completed after 11:00 a.m. CET on a Business Day, the Seller's Purchase Price List applicable on the following Business Day shall apply. Notwithstanding the above, the Purchase Price adjusted in this manner shall not exceed by more than 20% the Purchase Price applicable on the date on which the funds are deposited in the Seller's account or on the date on which the non-cash payment order is submitted to the bank, or on the date specified in such order as the due date of the Purchase Price (whichever is later). Should the final Purchase Price exceed this limit, the Seller's notification of the final Purchase Price to the Buyer shall constitute an offer to amend the Contract. Such offer shall be deemed accepted unless the Buyer expressly rejects it in writing within 24 hours of such notification, or if the Buyer takes delivery of the Subject of Purchase or makes any subsequent payment to the Seller. If the offer to amend the Contract referred to in the preceding sentence is rejected, the affected Contract providing for non-cash payment shall be annulled (the obligations arising therefrom shall be extinguished ex tunc). If the adjusted Purchase Price pursuant to this paragraph of the Contract is lower than the Purchase Price applicable on the date on which the funds are deposited in the Seller's account or on the date on which the non-cash payment order is submitted to the bank, or on the date specified in such order as the due date of the Purchase Price (whichever is later), or higher by no more than 20% than such Purchase Price, the Parties expressly agree to such amendment to the Contract.

6. Nakupna cena Dodatkov v Pogodbi se ne spremeni.

The Purchase Price of Accessories arranged in the Contract will not be changed.

7. Če je kakršen koli denarni znesek, nakazan na račun prodajalca, nedoločljiv zaradi napačno vnesene ali manjkajoče številke pogodbe v opisu transakcije (variabilni simbol) in v primeru plačila iz četrtega stavka člena VI.4 ne vsebuje sporočila prejemniku v obliki »AML, IBIS InGold«, potem se za namene zaklepanja nakupne cene v skladu s členom VII.4 in 5 te pogodbe uporabijo pravila, ki veljajo za nakazilo plačila na račun prodajalca, in sicer prvi delovni dan, ko je prodajalcu pred 11. uro po srednjeevropskem času znana identifikacija plačila.

If any monetary amount credited to the Seller's account is unidentifiable due to an incorrectly entered or missing Contract number in the transaction description (variable symbol), and, in the case of a payment referred to in the fourth sentence of Article VI.4, fails to include the message to the recipient formatted as "AML, IBIS InGold", then, for the purposes of locking in the Purchase Price pursuant to Article VII.4 and 5 of the present Contract, the rules applicable to the crediting of a payment to the Seller's account shall apply on the first Business Day on which payment identification is known to the Seller before 11:00 a.m. CET.

8. Informacije z elektronskega bančnega izpiska s Prodajalčevega računa so odločilne za določitev trenutka, ko je plačilo Kupca evidentirano na računu Prodajalca.

The information from the electronic bank statement from the Seller's account is decisive for determining the moment when

the Buyer's payment is credited to the Seller's account.

9. Po nakazilu sredstev na račun prodajalca s pravilno številko pogodbe, navedeno v opisu transakcije (variabilni simbol), ali po naknadni identifikaciji plačila se na račun stranke kupca in/ali na e-poštni naslov kupca pošlje sporočilo, ki potrjuje prejem plačila na račun prodajalca in navaja končni znesek nakupne cene. Če nakupna cena predmeta nakupa na dan naročila doseže vsaj prag, ki v skladu z zakonom o preprečevanju pranja denarja (AML) povzroči, da mora prodajalec identificirati in/ali preveriti kupca, se takšno sporočilo, ki potrjuje prejem plačila na račun prodajalca in navaja končni znesek nakupne cene, pošlje na kupčev račun stranke in/ali na kupčev e-poštni naslov šele po tem, ko so sredstva nakazana na način, določen v četrtem stavku člena VI.4, in po tem, ko je bila opravljena in zaključena identifikacija in/ali preverjanje kupca v skladu z zakonom o preprečevanju pranja denarja, ali po naknadni identifikaciji plačila, kadar je to zahtevano v skladu s to pogodbo.

Upon the crediting of funds to the Seller's account with the correct Contract number stated in the transaction description (variable symbol), or upon subsequent identification of the payment, a message confirming receipt of payment in the Seller's account and stating the final amount of the Purchase Price shall be sent to the Buyer's Customer Account and/or the Buyer's email address. Where the Purchase Price of the Subject of Purchase as at the Order Date reaches at least the threshold giving rise, under the AML Act, to the Seller's obligation to identify and/or verify of the Buyer, such message confirming receipt of payment in the Seller's account and stating the final amount of the Purchase Price shall be sent to the Buyer's Customer Account and/or the Buyer's email address only after the funds have been credited in the manner specified in the fourth sentence of Article VI.4, and after the identification and/or verification of the Buyer pursuant to the AML Act has been carried out and completed, or upon subsequent identification of the payment where required under the present Contract.

10. Razlika med končno Nakupno ceno in Nakupno ceno v Pogodbi se poravna na naslednji način:

The difference between the final Purchase Price and the Purchase Price arranged in the Contract will be settled as follows:

- a. preplačilo: se vrne v obliki negotovinskega plačila na račun Kupca, ki ga je le-ta uporabil pri svojem zadnjem plačilu, z odbitkom morebitnih stroškov transakcije v zvezi s plačilom glede na veljavni Cenik nadomestil in storitev. Če je Kupec plačal s poštnim nakazilom ali gotovino na račun Prodajalca, se preplačilo vrne v obliki negotovinskega plačila na račun Kupca, ki ga le-ta sporoči Prodajalcu.

overpayment: this will be returned by a non-cash payment to the Purchaser's account used for the last payment, minus any transaction fees associated with the payment according to the valid Schedule of Fees and Services. If the Buyer paid by a postal order or made a cash deposit to the Seller's bank account, the overpayment will be returned by a non-cash payment to the Buyer's account notified to the Seller.

- b. nezadostno plačilo – če je na voljo plačilo po povzetju glede na veljavni Cenik nadomestil in storitev (odvisno od izbranega načina dostave, naslova za pošiljanje blaga in valuto), bo Kupec nezadostno plačilo poravnal na naslednji način: Predmet nakupa bo poslan s plačilom po povzetju v znesku, ki ustreza nezadostnemu plačilu končne Nakupne cene in vključuje stroške za plačilo po povzetju glede na veljavni Cenik nadomestil in storitev. V nasprotnem primeru Kupec nezadostno plačilo poravnal v negotovinski obliki na račun Prodajalca. Negotovinsko plačilo mora vključevati število pogodbe v opisu transakcije (variabilni simbol). Nezadostno plačilo, ki se poravnal po povzetju, ne presega "Meje skupne cene za blago za naročilo z negotovinskim plačilom" glede na veljavni Cenik nadomestil in storitev. Če nezadostno plačilo presega mejo, bo Kupec le-to poravnal na račun Prodajalca s pravilno številko pogodbe v opisu transakcije (variabilni simbol).

underpayment - if cash-on-delivery is possible according to the valid Pricelist of Fees and Services (depending on the selected shipping method, the address for sending goods, and the currency), the Buyer will settle the underpayment as follows: the Subject Matter of Purchase will be sent as cash-on-delivery in the amount corresponding to the underpayment of the final Purchase Price, including the fee for cash-on-delivery according to the valid Pricelist of Fees and Services. Otherwise, the Buyer will settle the underpayment by making a non-cash payment to the Seller's account. The non-cash payment will include the contract number in the transaction description (variable symbol). An underpayment settled by cash-on-delivery will not exceed the "Limit of the total price of the goods for a cash-on-delivery order" according to the valid Pricelist of Fees and Services. If the underpayment exceeds the limit, the Buyer will settle the underpayment to the account of the Seller using the correct contract number in the transaction description (variable symbol).

11. Če Kupec plača Nakupno ceno brez stroškov glede na veljavni Cenik nadomestil in storitev, bo Kupec nezadostno plačilo poravnal na naslednji način: Predmet nakupa bo poslan s plačilom po povzetju v znesku, ki ustreza nezadostnemu plačilu in vključuje stroške za plačilo po povzetju glede na veljavni Cenik nadomestil in storitev. Če je na voljo plačilo po povzetju glede na veljavni Cenik nadomestil in storitev (odvisno od izbranega načina dostave, naslova za pošiljanje blaga in valuto), bo Kupec nezadostno plačilo poravnal z negotovinskim plačilom na račun Prodajalca s številko pogodbe v opisu transakcije (variabilni simbol).

If the Buyer pays the Purchase Price without the fees according to the Pricelist of Fees and Services, they will settle the underpayment as follows: the Subject Matter of Purchase will be sent as cash-on-delivery in the amount corresponding to the underpayment of the, including the cash-on-delivery fee according to the valid Pricelist of Fees and Services. If cash-

on-delivery is not allowed according to the valid Pricelist of Fees and Services (depending on the selected shipping method, the address for sending goods, and the currency), the Buyer will settle the underpayment by non-cash payment to the Seller's account with the contract number in the transaction description (variable symbol).

12. **Plačana Nakupna cena oz. plačani avans na nakupno ceno za preklicano Pogodbo (če Kupec ne potrdi višje nakupne cene za Predmet nakupa za negotovinska plačila glede na točko b) 4. odstavek VII. člena oz. 5. odstavek VII. člena Pogodbe) se vrne na bančni račun, ki ga je Kupec nazadnje uporabil za plačilo, z odbitkom bančnih stroškov, povezanih s prejemom plačila in transakcijskih stroškov v zvezi s plačilom glede na veljavni Cenik nadomestil in storitev. Če je Kupec plačal s poštnim nakazilom ali gotovino na bančni račun Prodajalca, se Nakupna cena oz. avans na Nakupno ceno, spremenjen glede na zgornjo poved, vrne v obliki negotovinskega plačila na račun Kupca, ki ga le-ta sporoči Prodajalcu.**

A paid Purchase Price, or paid advance on the Purchase Price for a canceled Contract (if the Buyer does not approve a higher Purchase Price for the Subject Matter of Purchase for a non-cash payment according to Article VII., paragraph 4., letter b), or Article VII., paragraph 5. of the Contract) is returned to the bank account last used by the Buyer for payment, minus any bank fees associated with the receipt of the payment and transaction fees related to the payment according to the valid Pricelist of Fees and Services. If the Buyer paid by postal order or cash deposit to the bank account of the Seller, the Purchase Price or advance on the Purchase Price, adjusted in accordance with the sentence above, is returned in a non-cash form to the Buyer's account notified to the Seller.

VIII. DOSTAVA PREDMETA NAKUPA | DELIVERY OF THE SUBJECT MATTER OF PURCHASE

1. **Predmet nakupa se pošlje na naslov za pošiljanje blaga. Pošiljka je zavarovana. Predmetu nakupa je priložen davčni dokument. Na dan odpreme Predmeta nakupa Prodajalec Kupcu pošlje obvestilo o odpremi v njegov Račun stranke in/ali na njegov e-poštni naslov. Vrednost blaga v eni pošiljki ne sme presegati omejitev glede na Prodajalčev veljavni Cenik nadomestil in storitev. Če naročilo presega omejitve, bo blago odposlano v več pošiljkah.**

The Subject Matter of Purchase is sent to the address for sending goods. The consignment is insured. A tax document is included with the Subject Matter of Purchase. On the day of dispatch of the Subject Matter of Purchase, the Seller will send a notice of dispatch to the Buyer via their Customer's Account and/or e-mail address. The maximum value of goods in one consignment may not exceed the limit according to the valid Pricelist of Fees and Services. If an order exceeds this limit, the goods will be divided into several consignments.

2. **Pošiljke se pošljejo glede na izbrano metodo pošiljanja za Predmet nakupa glede na Cenik nadomestil in storitev, ki je veljaven na dan odpreme. Kupec mora takoj pregledati dostavljeno pošiljko, tudi Predmet nakupa. Po preveritvi integritete pošiljke in sprejemu le-te se pošiljka šteje za dostavljeno. Po takšnem sprejemu Kupec ni več upravičen do nobenega pravnega ali finančnega nadomestila iz naslova malomarnosti v času sprejema Predmeta nakupa. Če pošiljka prispe s poškodovano embalažo, lahko Kupec le-to zavrne. V tem primeru Kupec nemudoma obvesti Prodajalca po e-pošti ali telefonu. Naložbene plemenite kovine nikakor ne smejo biti poškodovane, da se ohrani njihova vrednost. Če je Predmet nakupa v svoji originalni embalaži, ne sme biti nobene poškodbe na zaščitni embalaži s certifikatom o pristnosti. Lastništvo nad Predmetom nakupa ob prejemu le-tega preide na Kupca.**

Consignments are delivered according to the selected shipping method for the Subject Matter of Purchase according to the Pricelist of Fees and Services valid on the date of dispatch. The Buyer is obliged to immediately inspect a delivered consignment, including the Subject Matter of Purchase. After the integrity of the consignment is checked and it is accepted, the consignment is considered delivered. After such acceptance, the Buyer is no longer entitled to any legal or financial compensation resulting from negligence during the acceptance of the Subject Matter of Purchase. If a consignment is delivered with damaged packaging, the Buyer may refuse it. In such a case, the Buyer will immediately notify the Seller by e-mail or telephone. The investment precious metals must not be damaged in any way in order to preserve their value. If the Subject Matter of Purchase is in its original protective packaging, there must also be no damage to the protective packaging with the certificate of authenticity. Ownership of the Subject Matter of Purchase passes to the Buyer at acceptance.

IX. ZAHTEVKI | CLAIMS

1. **Pravice, ki izhajajo iz pomanjkljive izvedbe, in odgovornost Prodajalca za napake urejajo ustrezne določbe akta št. 89/2012, civilnega zakonika s spremembami, še posebej oddelki 2099 do 2112 in oddelki 2165 do 2174. Kupec pošlje**

zahtevek pisno na poštni naslov Prodajalca ali ga vloži po telefonu ali elektronski pošti na Prodajalčev e-naslov z navedbo številke izvirne pogodbe in opisom ugotovljenih pomanjkljivosti. Prodajalec Kupcu pošlje potrdilo, da je prejel zahtevek ali pritožbo na njegov Račun stranke in/ali e-poštni naslov. Prodajalec sprejme odločitev o zahtevku ali pritožbi v 3 delovnih dneh od prejema zahtevka ali pritožbe in o tem obvesti Kupca na njegov Račun stranke in/ali e-poštni naslov, razen če se s Kupcem dogovori drugače. Upravičeni zahtevek se obravnava brez nepotrebnega odlašanja in najpozneje v 30 koledarskih dneh od datuma dostave Predmeta nakupa, na katerega se nanaša zahtevek, na Prodajalčev naslov.

The rights arising from defective performance and the Seller's liability for defects are governed by Act No 89/2012, the Civil Code of the Czech republic, as amended, in particular Sections 2099 to 2112 and Sections 2165 to 2174. The Buyer will file a claim in writing to the correspondence address of the Seller, by telephone, or by e-mail to the e-mail address of the Seller, indicating the original contract number and a description of the defect. The Seller will send the Buyer a confirmation of receipt of the claim via their Customer's Account and/or e-mail address. The Seller will issue a decision on a claim within 3 Business Days of its receipt, and notify the Buyer via their Customer's Account and/or e-mail address, unless otherwise agreed with the Buyer. A justified claim will be settled without undue delay, but no later than within 30 calendar days from the date of delivery of the Subject Matter of Purchase that is the subject of the claim to the address of the Seller.

X.

EVIDENCA PODATKOV IN VARSTVO OSEBNIH PODATKOV | RECORDS AND PERSONAL DATA PROTECTION

1. Prodajalec obdeluje Kupčeve osebne podatke zlasti za namene izvajanja Pogodbe. Podrobnejše informacije o načinu Prodajalčeve obdelave osebnih podatkov so v Pravni izjavi, ki je na voljo na Spletni strani Prodajalca (na povezavi <https://ibis.ibisingold.com/Files/pdf/SL/Legal>). Prodajalec lahko kadar koli enostransko spremeni Pravno izjavo in o tem obvesti Kupca.

The Seller will process the Buyer's personal data mainly for the purposes of performing the Contract. More detailed information on how the Seller will process this personal data is provided in the Legal Statement available on the Seller's Website (under the following link <https://ibis.ibisingold.com/Files/pdf/SL/Legal>). The Seller is entitled to unilaterally amend the Legal Statement at any time, and the Buyer will be informed thereof.

2. V skladu s členom 6(1)(a) Uredbe (EU) 2016/679 Evropskega parlamenta in Sveta z dne 27. aprila 2016 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov ter o razveljavitvi Direktive 95/46/ES kupec, če je fizična oseba, ali kupčev zastopnik, če je kupec pravna oseba, soglaša z obdelavo fotografije in videoposnetka sebka kupca ali kupčevega zastopnika za namene identifikacije v skladu z zakonom o preprečevanju pranja denarja prek digitalne storitve, ki jo upravlja tretja stranka (tj. na dan sklenitve te pogodbe storitev Amazon Rekognition, ki jo zagotavlja Amazon Web Services, Inc.). Kupec ali kupčev zastopnik lahko takšno soglasje za obdelavo osebnih podatkov za ta namen kadar koli prekliče prek kontaktnega e-poštnega naslova, telefonske številke za pomoč strankam ali računa stranke. Kupec ali kupčev zastopnik potrjuje, da je takšna identifikacija morda potrebna za prodajalca, da izpolni svoje obveznosti iz zakona o preprečevanju pranja denarja (AML), in da lahko zavrnitev soglasja ali preklic soglasja povzroči odpoved pogodbenega razmerja s pisnim obvestilom o odpovedi, ki ga vroči prodajalec. Osebni podatki kupca ali kupčevega zastopnika se obdelujejo in hranijo do preklica soglasja, razen če za takšno obdelavo obstaja druga pravna podlaga. V tem primeru se obdelujejo in hranijo za čas trajanja obveznosti iz pogodbe in še deset let po prenehanju vseh obveznosti iz te pogodbe med kupcem in prodajalcem.

Pursuant to Article 6(1)(a) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, the Buyer, if a natural person, or the Buyer's representative, if the Buyer is a legal person, consents to the processing of the photograph and selfie video of the Buyer or the Buyer's representative for purposes of identification under the AML Act through a digital service operated by a third party (i.e. as at the date of conclusion of the present Contract, the Amazon Rekognition service provided by Amazon Web Services, Inc.). The Buyer or the Buyer's representative may withdraw such consent to the processing of personal data for this purpose at any time via the contact email address, the customer service line, or the Customer Account. The Buyer or the Buyer's representative acknowledges that such identification may be necessary for the Seller to comply with obligations under the AML Act, and that refusal to give consent or the withdrawal of consent may lead to termination of the contractual relationship hereunder by written notice of termination served by the Seller. The personal data of the Buyer or the Buyer's representative shall be processed and retained until the withdrawal of consent, unless another legal basis exists for such processing, in which case it shall be processed and retained for the duration of the obligations under the Contract and for a further ten years following the cessation of all obligations hereunder between the Buyer and the Seller.

1. Prodajalec odkupi ves Predmet nakupa, ki ga je prodal na podlagi Pogodbe (vendar ne Dodatkov). Odkupna cena Predmeta nakupa oz. posameznih delov Predmeta nakupa se izračuna glede na trenutno veljavni Cenik za odkupe, ki je objavljen na Spletni strani Prodajalca (v nadaljnjem besedilu: "Cenik odkupa"). Takšen odkup se izvede po ceni, opredeljeni v Ceniku odkupa (v nadaljnjem besedilu: "Odkupna cena"), ki jo sestavlja (i) Cena nakupa kovine in (ii) Odkupna premija IBIS, ki velja od dneva, ko je bil Predmet odkupa dostavljen Prodajalcu (v nadaljnjem besedilu: "Dan odkupa"). Drugi premium odkupi (glede na cenik odkupa, npr. iiplan® premium odkup ali iiplanGold® premium odkup) ne veljajo za odkupe Predmeta nakupa. Odkupna cena je objavljena v Ceniku odkupa od ponedeljka do petka, in sicer vedno po 18.00 po srednjeevropskem času, s takojšnjim učinkom in učinkom za naslednji dan ter, odvisno od primera, za druge dni, ko Odkupna cena ni objavljena v Ceniku odkupa skladno s prvim delom te povedi. Cenik odkupa ne predstavlja predloga za sklenitev pogodbe, temveč je poziv k oddaji ponudb.

The Seller will repurchase all the Subject Matter of Purchase sold by the Seller on the basis of the Contract (but not the Accessories). The repurchase price of the Subject Matter of Purchase, or individual parts of the Subject Matter of Purchase, will be calculated according to the current pricelist for repurchases stated on the Seller's Website (hereinafter the "Repurchase Pricelist"). Such repurchase is implemented at the price stated in the Repurchase Pricelist (hereinafter the "Repurchase Price"), which consists of (i) the Purchase Price of the metal, and (ii) the IBIS Repurchase Premium valid as of the date the Repurchased Subject Matter of Purchase was delivered to the Seller (hereinafter the "Repurchase Day"). No other repurchase premium (according to the Repurchase Pricelist, e.g. iiplan® Repurchase Premium or iiplanGold® Repurchase Premium) will be applied to the repurchase of the Subject Matter of Purchase. The Repurchase Price is published in the Repurchase Pricelist from Monday to Friday, always after 18:00 p.m. CET, with immediate effect, and is also valid for the following day and possibly for other days when the Repurchase Price in the Repurchase Pricelist is not published according to the first part of this sentence. The Repurchase Pricelist is not an offer to conclude a contract, but is only a call to submit offers.

2. Kupec posreduje prodajalcu predlog za sklenitev pogodbe o odkupu predmeta nakupa: (i) prek računa stranke, tako da izpolni ustrezen obrazec in ga elektronsko podpiše v skladu s členom III.3; (ii) s pošiljanjem izvoda lastnoročno podpisanega pisnega predloga, oblikovanega v skladu z obrazcem v računu stranke, na e-poštni naslov prodajalca; ali (iii) s pošiljanjem lastnoročno podpisanega pisnega predloga v papirnati obliki, oblikovanega v skladu z obrazcem v računu stranke, na naslov prodajalca. Predmet predloga za sklenitev pogodbe o odkupu, ki je nepreklicna, je prodaja določenega predmeta nakupa po odkupni ceni pod pogojem, da cena odkupa kovine na datum odkupa ni več kot 10 % nižja kot na dan, ko je kupec prodajalcu predlagal sklenitev pogodbe o odkupu (v nadaljevanju »minimalna cena kovine«). Če nakupna cena predmeta nakupa na datum odkupa doseže prag, ki v skladu z zakonom o preprečevanju pranja denarja povzroči, da mora prodajalec identificirati in/ali preveriti kupca, mora kupec prodajalcu predložiti kopijo osebne dokumenta, ki prikazuje podatke o kupcu, in če je kupec pravna oseba, kopijo osebne dokumenta, ki se nanaša na zastopnika, pooblaščenega za delovanje v imenu te pravne osebe. Kupec te dokumente naloži prek mobilne aplikacije ali spletnega vmesnika v račun stranke ali pa jih s soglasjem prodajalca pošlje na prodajalčev e-poštni naslov. Prodajalec bo sprejel takšen predlog za sklenitev pogodbe z negotovinskim plačilom odkupne cene (brez morebitnih transakcijskih stroškov, povezanih s pošiljanjem plačila v skladu z veljavnim cenikom stroškov in storitev).

The Buyer shall submit to the Seller a proposal to enter into a contract for the buyback of the Subject of Purchase: (i) through the Customer Account by filling in the relevant form and signing it electronically in accordance with Article III.3; (ii) by sending a copy of a hand-signed written proposal worded as per the form in the Customer Account to the Seller's email address; or (iii) by sending a hand-signed written proposal in paper form, worded as per the form in the Customer Account, to the Seller's address. The subject of a proposal to enter into a buyback contract, which is irrevocable, shall be the sale of the specified Subject of Purchase at the Buyback Price on condition that the Metal Buyback Price on the Buyback Date is not more than 10% lower than on the date on which the Buyer made the proposal to the Seller to enter into a buyback contract (hereinafter referred to as the "Minimum Metal Price"). Where the Purchase Price of the Subject of Purchase as at the Buyback Date reaches the threshold giving rise, under the AML Act, to the Seller's obligation to identify and/or verify the Buyer, the Buyer shall provide the Seller with a copy of an identity document showing the Buyer's identifying information and, where the Buyer is a legal person, a copy of the identity document relating to the representative authorised to act on behalf of that legal person. The Buyer shall upload such documents via the mobile application or web interface to the Customer Account or, with the Seller's consent, send the documents to the Seller's email address. The Seller shall accept such proposal to enter into a contract by making non-cash payment of the Buyback Price (less any transaction fees associated with the dispatch of payment in accordance with the valid Fee and Service Price List).

3. Če je Odkupna cena kovine nižja od Najnižje cene kovine, ima Kupec pravico podati novo ponudbo ali pa Prodajalec Kupcu na njegovo zahtevo in stroške pošlje nazaj prejeti Predmet nakupa (poština, embalaža in zavarovanje v skladu z veljavnim Cenikom nadomestil in storitev) na naslov Kupca.

If the Repurchase Price of the metal is lower than the Minimum Metal Price, the Buyer is entitled to make a new offer, or the received Subject Matter of Purchase will be sent back to the Buyer, upon their request, and at their expense (postage, packaging and insurance fees according to the valid Pricelist of Fees and Services) to the Buyer's address.

4. Prodávateľ fyzicky preverí avtentičnosť, čistotu a celkovú integritetu Predmetu nákupu, vrátane s certifikátom a všetkými priloženými prídodkami, ktoré sú súčasťou dodaného Predmetu nákupu. V prípade dodania poškodeného alebo nepopolného Predmetu nákupu (tudi prídodkov, ktoré sú súčasťou Predmetu nákupu) má Kúpec právo do dohodnutej nižšej Odkupnej ceny oz. do zavrnutive odkupu a vrátenia Predmetu nákupu na názov Kupcu a jeho výdavky (poštovná, balenie a výdavky na zaručenie) vrátane nižšej Odkupnej ceny, Kupcu pošle návrh na uzavretie zmluvy o odkupe na Račun strane in/ali e-názov, uvedený v hlavičke zmluvy o odkupe, ktorú Kúpec potvrdí v elektronskom správaní, poslanom Prodávateľovi z e-názova, uvedeného v zmluve o odkupe. Č Kúpec ne potvrdí návrh na uzavretie zmluvy o odkupe v rozumiteľnom čase, určenom z strany Prodávateľa v návrhu, Prodávateľ Predmetu nákupu vráti Kupcu na jeho názov a na jeho výdavky (poštovná, balenie a výdavky na zaručenie) vrátane nižšej Odkupnej ceny na názov Kupcu a jeho výdavky (poštovná, balenie a výdavky na zaručenie) vrátane nižšej Odkupnej ceny.

The Seller will perform a physical inspection of the authenticity, fineness and overall integrity of the Subject Matter of Purchase, including the certificate and all supplied accessories that form an integral part of the delivered Subject Matter of Purchase. In the event of delivery of a damaged or incomplete Subject Matter of Purchase (incl. accessories that form an integral part of the Subject Matter of Purchase), the Seller has the right to set a lower Repurchase Price or reject the repurchase and return the Subject Matter of Purchase at the Buyer's expense (postage, packaging and insurance fees according to the valid Pricelist of Fees and Services) to the Buyer's address. If the Seller sets a lower Repurchase Price, it will send the Buyer a proposal to conclude a repurchase contract via the Customer's Account and/or e-mail address specified in the header of the repurchase contract, and the Buyer will confirm the proposal by e-mail sent to the Seller from the e-mail address specified in the repurchase contract. If the Buyer does not confirm the proposal to conclude a repurchase contract within a reasonable deadline specified by the Seller in the proposal, the Seller will return the Subject Matter of Purchase at the Buyer's expense (postage, packaging and insurance fees according to the valid Pricelist of Fees and Services) to the Buyer's address.

XII. ZUNAJSDNO REŠEVANJE SPOROV | OUT-OF-COURT DISPUTE SETTLEMENT

1. Kúpec má ako spotrebiteľ právo do zmluvného riešenia spotrebiteľského sporu. Subjekt, pristojný za zmluvné riešenie spotrebiteľských sporov, je český orgán za tržnú inšpekciu (www.coi.cz). Kúpec má právo do zmluvného riešenia sporu le, č sporu nie je možné riešiť nepriamo s Prodávateľom. Kúpec musí to dokázať českému orgánu za tržnú inšpekciu. Kúpec má právo vložiť žiadosť pri českom orgáne za tržnú inšpekciu najneskôr v 1 roku po dátume, ktorým Prodávateľovi prvýkrát uveljavil svoje právo, ktoré je predmetom sporu. Zmluvné riešenie spotrebiteľských sporov je bezplatné. Od okamihu zmluvného riešenia spotrebiteľského sporu nie sú žiadne zastaralé doby. Zmluvný postup ne zasahuje do práva Kupcu do zmluvného riešenia sporu. Pristojnosť má súd, pristojný za riešenie sporov, ktoré vznikajú zo zmluvy o odkupe v súlade s právnymi predpismi Českej republiky.

As a consumer, the Buyer has the right to the out-of-court settlement of a consumer dispute. The entity competent for the out-of-court settlement of consumer disputes is the Czech Trade Inspection Authority (www.coi.cz). The Buyer is entitled to initiate an out-of-court settlement of a dispute only after they fail to resolve a dispute directly with the Seller. The Buyer will be obliged to prove this fact to the Czech Trade Inspection Authority. The Buyer is entitled to file a petition with the Czech Trade Inspection Authority no later than 1 year from the date on which they exercised their right, which is the subject of the dispute, with the Seller for the first time. Out-of-court settlement of consumer disputes is free of charge. No limitation periods run from the moment an out-of-court settlement of a consumer dispute is initiated. The above procedure is without prejudice to the Buyer's right to bring a matter to court. The court with jurisdiction in accordance with the legal regulations of the Czech Republic will be competent to decide on a dispute arising from the concluded Contract.

XIII. KONČNE DOLOČBE | FINAL PROVISIONS

1. Kúpec priznáva, že cena investičných kovov závisí od vývoju na finančnom trhu, ktorý je nezávislý od vôle Prodávateľa. Vzhľadom na to má Kúpec v súlade s oddielkom 1837(b) zákona č. 89/2012, občianskeho zákonníka, ako je zmenený, právo odstúpiť od tejto zmluvy alebo zmluvy v súlade s oddielkom 1829 zákona č. 89/2012, občianskeho zákonníka, ako je zmenený.

The Buyer acknowledges that the price of the investment metal depends on fluctuations of the financial market beyond the Seller's control. With regard to this fact, the Buyer has no right, pursuant to Section 1837, paragraph b) of Act No 89/2012, the Civil Code of the Czech republic, as amended, to withdraw from the Contract pursuant to Section 1829 of Act No 89/2012, the Civil Code, as amended.

2. Kupec je upravičen do delnega odstopa od Pogodbe glede dodatkov, in sicer v roku 14 dni od prejema Predmeta nakupa. Kupec je od Pogodbe dolžan odstopiti v pisni obliki, prav tako pa mora obvestilo o odstopu, skupaj z morebitnimi Dodatki, poslati Prodajalcu na naslov, ki je naveden v glavi Pogodbe.

The Buyer is entitled to partially withdraw from the Contract regarding Accessories within 14 days of receiving the Subject Matter of Purchase. The Buyer is obliged to withdraw from the Contract in writing and to send a notice of withdrawal together with the relevant Accessories back to the Seller to the address specified in the header of the Contract.

3. Obvestila se pošljejo na naslove, navedene zgoraj v glavi. Če se pogodbeni stranki v Pogodbi strinjata, se obvestilo lahko pošlje tudi na e-naslove zgoraj v glavi oz., v primeru Kupca, tudi na njegov Račun stranke.

Notices are delivered to the addresses specified above in the header. If agreed between the Parties to the Contract, a notice may also be delivered to the e-mail addresses above in the header or, in the case of the Buyer, also via their Customer's Account.

4. Če je ta pogodba dvojezična, se stranki strinjata, da v primeru kakršnega koli neskladja med različnimi jezikovnimi različicami pogodbe prevlada češka različica; če pogodba ni sestavljena v češčini, prevlada angleška različica.

If this Contract is bilingual, the Parties agree that, in the event of any inconsistency between the different language versions of the Contract, the Czech version hereof shall prevail; if the Contract has not been drawn up in Czech, the English version shall prevail.

5. Če Pogodba ne vsebuje določb, ki izrecno predpisujejo drugače, pravna razmerja med Pogodbenima strankama urejajo veljavni pravni predpisi Češke republike, zlasti akt št. 89/2012, Civilni zakonik, kakor je bil spremenjen.

Unless the Contract expressly contains differing provisions, the legal relationships between the Parties are governed by the valid laws of the Czech Republic, in particular Act No 89/2012, the Civil Code, as amended.

Praha, 08.04.2026



Libor Kochrda
predsednik uprave
Chairman of the Board of Directors
IBIS InGold®, a.s.