

# GENERAL TERMS AND CONDITIONS of GGMTrading!

## § 1 SCOPE GTC

The General Terms and Conditions (GTC) apply to all deliveries, services and offers made by **GGMTrading GmbH**, hereinafter referred to as "GGMT", as well as the related products and their accessories. Deviating terms and conditions between GGMT and the contracting party, hereinafter referred to simply as "GP", shall only be deemed to have been agreed if they have been separately negotiated between these two parties and recorded in writing

## § 2 CONCLUSION OF CONTRACT, CONTRACT TERM, CONTRACTUAL TERMINATION

The present contract is binding for both parties upon acceptance of the present contract by GGMT and receipt of payment on GGMT's account. GGMT reserves the right to refuse contracts without giving reasons.

The customer buys gold in the specified denomination. The delivery of the gold takes place at a later time which is specified in the contract. The customer receives a term-dependent discount on the gold price. The delivery takes place within 14 days after the term chosen by the customer and shown on the invoice. GGMT reserves the right of a grace period of another 4 weeks in the event of a delay in delivery after these 14 days. Delivery costs are borne by the customer.

## § 3 CONTRACT CANCELLATION

In the event of late payment by the GP, GGMT is entitled to withdraw from the not yet completely fulfilled contract after setting a reasonable 14-day grace period. In case of insolvency of the GP or in the event that insolvency proceeding versus the GP is being started, GGMT is entitled to withdraw from the contract immediately.

## § 4 INSTRUCTIONS ON WITHDRAWAL

**You have the right to withdraw from this contract within 14 days without providing any reason. The withdrawal period will expire after 14 days from the order date. To exercise the right of withdrawal, you must inform us;**

GGMTrading GmbH, Naaffgasse 80/2, 1180 Wien, Österreich

E-Mail: [office@ggmt.at](mailto:office@ggmt.at)

**of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal Form, but this it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.**

## EFFECTS OF WITHDRAWAL

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back from you.

## § 5 PAYMENT TERMS AND ACCOUNTING

The purchase price is due upon receiving the invoice for payment. The GP expressly agrees that the invoices and documents will be sent by email. If a delivery of the invoice in postal form is desired, this must be reported in writing. The costs will then be borne by the GP.

If the GP has issued an automatic debit authorization to pay the invoices and a collection by the bank disclosed by the "GP" is not possible or if the Bank withdraws the automatic debit authorization from the GP, GGMT is entitled to reimburse any occurring fees charged by the account-holding institute to the GP. The payment of the GP shall be deemed received on the day on which GGMT has access to the payment. GGMT is entitled to set off a deposit or a credit balance on behalf of the "GP" so that outstanding invoices can be paid.

## § 6 DATA PROTECTION - ADDRESS CHANGE AND COPYRIGHT

The GP gives its consent that personal data (such as name, address, e-mail, telephone number and delivery address) it has provided in connection with the conclusion of the contract, can be used to receive information about additional products, the transmission of information material of products, the conduct of opinion surveys in the context of the market research carried out by the entrepreneur and the automated accounting system can be stored and processed. Furthermore, the "GP" agrees to receiving advertising messages via SMS and e-mail pursuant to §107 TKG. Both consents can - even separately - be revoked by the "GP" at any time by e-mail or be corrected according to his wishes. Any further disclosure of personal data to third parties will not take place. In addition GGMT is entitled for collection purposes to pass on the personal data of the GP in the event of default of payment to a lawyer or a collection agency. A GP who has not yet paid the full purchase price or therefore has to pay the purchase price in installments in accordance with the terms of the contract, must immediately notify GGMT in case any changes to his address and contact details occur. If the "GP" fails to do so, declarations to the GP will also be deemed to have been received if they were sent by GGMT to the last address given by the GP.

## § 7 GGMTrading GmbH - PARTNERSHIP

GGMT also offers the the GP and its cooperating companies a profitable partnership. The details of income- and earning opportunities can be found in the marketing plan provided (the marketing plan is also made available online). To obtain commissions, an upright trade license is compulsory and the requirements specified in the marketing plan must be met. For receiving commissions, it is particularly necessary that the prescribed own revenue is met.

## § 8 LAW AND JURISDICTION

For the present contractual relationship and all related contracts and legal issues, GP agrees that Austrian law applies and the jurisdiction of the relevant court is Vienna. In case the GP has his primary residence in Austria, the court of the city in which he resides applies. The applicability of the UN Sales Law and conventions and any reference to those standards is excluded.

## § 9 Rights and obligations of GGMT partners

The legal basis for the GGMT partnership is the sub-right / gold purchase and the one-time registration fee. By payment of the registration fee, the following services of GGMT to the GP are provided: access to the back office, sales documents, access to the training courses and Seminars of GGMT. The GP receives access to the company account of GGMT, the access data will be sent by e-mail. From this point on the GP is ACTIVE and commission-entitled according to the career and management plan in its current version.

### § 9.1 COMMISSION

The GP has a commission claim for each, according to career and management plan, legal transaction in which he mediated.

**§ 9.2** Using Company documents, corporate design, content from the back office, website, sales and training documents as well as linking to the website of GGMT is only allowed after written approval by GGMT. It is expressly forbidden for the GP to use any mass advertising in connection with GGMT, in whatever form and by doing that damaging the reputation of GGMT and / or its partners.

**§ 9.3** The GP takes note to keep GGMT harmless and without any complaints. The GP is not entitled to pass on information that is not in the sales / training documents to customers or partners. GGMT will indemnify and hold itself harmless in the event of litigation

**§ 10 SALVATORY CLAUSE**

Should individual provisions of this contract be ineffective or unenforceable or become ineffective or unenforceable after the conclusion of the contract, this shall not affect the validity of the remaining contract. The ineffective or unenforceable provision shall be replaced by an effective and enforceable provision whose effect comes as close as possible to the economic objective pursued by the contracting parties with the ineffective or unenforceable provisions.