SiPlaGo - True Values

Terms and Conditions

1.0 Definitions

"Siplago LP" means Siplago Limited Partnership
Address: 45B West Wilmot Street, Suite 201
Richmond Hill, Ontario, L4B 2P3, Canada,
E-Mail: mail@siplago.com

"Agreement" means your order received by us and incorporates by reference these Terms and Conditions.

"Buyer" shall be the individual, corporation, limited liability company, limited liability partnership, partnership, or other business or trust entity purchasing precious metals from Siplago LP or selling precious metals to Siplago LP (hereinafter "client", "customer", "you" or "your").

"FINTRAC" means the Financial Transactions Reports Analysis Centre of Canada.

2.0 Acknowledgements

The Client hereby acknowledges:

a) That the payment is due before the delivery of precious metals.

b) That Siplago LP deals only with standardized products whose purity and weight are guaranteed by the producer, i.e., Royal Canadian Mint.

c) That Siplago LP shall have no liability or responsibility for their products and is not responsible for the purity, weight, metal content and authenticity of the precious metals.

d) That Siplago LP shall have no liability or responsibility for any delay or failure in delivery.

e) That Siplago LP has all deliveries carried out via transport companies that are insured against loss of the delivered goods.

f) That Siplago LP shall not make any delivery regarding a purchase unless and until sufficient liquid funds are available in the Siplago LP account to cover the purchase amount and any charges and fees involved with the purchase transaction. The Client understands and agrees to all the charges and fees due and owing with respect to the transaction including but not limited to any safe keeping charges, shipping, handling, and storage fees and directs Siplago LP to pay all such fees and charges from the funds provided by the Client.

g) That the investment in precious metals is dependent on global markets and other factors and there could be fluctuations in the price of the precious metals. The Client agrees to waive any claims that the Client may have, past, present, or future, known or unknown, anticipated, or unanticipated with respect to the fluctuation or change in the price or condition of any of the precious metals.

h) That Siplago LP may appear and offer its products under different names.

3.0 General Terms

3.1 The minimum purchase amount is EUR 2,500.00.

3.2 The minimum sales amount is EUR 10,000. If the value in the depot is less than the minimum sale amount, the entire inventory must be sold in the event of a sale.

3.3 Siplago LP is in all circumstances acting as an agent for the Client in relation to the purchase, sale, storage, or transport of precious metals.

3.4 The Client shall expressly acknowledge and accept Siplago LP can neither guarantee the investment return nor be held liable for any losses. Siplago LP bears no liability for any advice that it provides, and it is not liable for any claims the Client may advance based on the recommendations made by Siplago LP.

3.5 Any modification to this Agreement must be in writing and executed by both parties hereto. All notices and other communications under this Agreement may be given in writing, by fax, email, or telephone. The Client shall bear all risks and hold Siplago LP harmless for liability arising from telephone, fax or email transmissions including (but not limited to) errors in transmission, misunderstandings, or errors regarding the Client, as well as losses.

3.6 The Client and/or the Siplago LP may terminate this Agreement in writing at any time with immediate effect. It is agreed that this Agreement shall continue to be valid upon the Client's death, liquidation or closure, declaration of disappearance, loss of capacity to act or bankruptcy. Any fees paid or due will not be reimbursed on termination.

3.7 Any fees due but not paid must be settled before part is or all the precious metals are withdrawn from the storage facility.

3.8 The Client certifies that the underlying assets of this Agreement do not come from a source that involves drug trafficking, arms trade, insider trading or any other penal provision.

3.9 The Client acknowledges that the Silago LP has not provided tax advice. The evaluation of any tax matters related to the investment is the responsibility of the buyer.

3.10 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

4.0 Placement of Precious Metals Order Creates Binding Legally Enforceable Agreement - <u>NO CANCELLATIONS!</u>

4.1 Once you have placed a precious metal order with Siplago LP, either in writing, by fax, by telephone, by email or through our website, you create a binding legally enforceable agreement to pay for your precious metal product order.

4.2 Once you've placed your order, Siplago LP does **NOT** allow any cancellations by you before you have paid in full for your order. Once you have paid for your order in full, Siplago LP may buy-back your precious metal product(s).

5.0 Payment

5.1 You agree that, after receiving the invoice, you shall submit full payment within two (2) business days (invoice date plus 1 day) and that Siplago LP shall receive full payment within four (4) business days of placing such order by using one or more of our methods of payment. Such payment must include the full amount owing to Siplago LP, including but not limited to, payment for the precious metal product(s), shipping and handling, and any transaction and/or other fees, as applicable. Should any delays or payment issues be encountered, as happens from time to time, you are required to contact and to inform Siplago LP of said issues. Failure to notify us of payment delays could result in Order Liquidation.

5.2 All payments must be made in one of the currencies as indicated in the invoice from Siplago LP. All payments must be made directly and only to Siplago LP. Siplago LP does not accept payments in cash.

5.3 Upon the receipt by Siplago LP of your payment, in full, Siplago LP will hold your payment and your precious metal product(s) ordered for the clearing time applicable to the method of payment(s) used by you. Once your payment has been verified and upon expiration of the relevant clearing time, your order will be released for shipment to the storage facility.

5.4 The Client acknowledges and agrees that Siplago LP will deliver the precious metals it has bought in its name to Atlantic Canada Metals Inc., which will store the precious metals in a high-security vault in Canada. Atlantic Canada Metals Inc. will invoice the customer for the administration, insurance, and storage of the precious metals in the high-security vault. The type, amount and calculation of the fees are described in the general terms and conditions of Atlantic Canada Metals Inc. and can be viewed there by the customer.

5.5 The Customer agrees that if he sells part or all his precious metals or withdraws them from the high security warehouse, a fee is due and Siplago LP has the right to deduct and withheld these costs from the sales price or to invoice these costs separately. If the entire inventory is sold or withdrawn from the Customer's depot, the outstanding fees for administration, insurance, and storage of the precious metals in the high-security warehouse will also be deducted from the sales price and retained or billed separately.

6.0 Order Confirmation and Invoice

6.1 Once you have placed your order, either in writing, over the telephone or electronically, Siplago LP will send you an invoice by email for your order. The failure to receive this email does NOT invalidate or otherwise cancel your order with Siplago LP, you are still required to pay for your order in accordance with Section 5 hereof.

6.2 You agree to take all steps necessary, including but not limited to updating any address books and/or adjusting spam or junk filters, to ensure that you can receive emails from Siplago LP in a timely manner, complete with any attachments, in furtherance of the agreement.

6.3 In any case, the Client must pay for his order in accordance with Section 5. If the Client does not have an email address, Siplago LP will use other means to send the invoice to the Client. The Client agrees that the transmission can also take place via sales partners

7.0 Sale or Withdrawal of Precious Metals from the High Security Warehouse

7.1 The sale or withdrawal of precious metals from the high-security warehouse is possible at any time using the procedure described below:

7.1.1 The customer needs either a certified copy of the passport, a certified copy of the driver's license or a certified copy of the identity card which is not older than 12 months. In the case of a driver's license or identity card, both the front with a photo and the back as a certified copy are required.

7.1.2 The customer sends the fully completed and signed order and the certified copy of the identification document (7.1.1) once by email to Siplago LP (order@Siplago.com).
Siplago LP then sends the customer a credit note and provides him with the details of the sales procedure.
Siplago LP sends the complete documents to a third party, which is commissioned as an independent third party to review the documents to help prevent fraud.

7.1.3 The submitted documents are checked by Siplago LP (Purchaser), Atlantic Canada Metals Inc. (Storage Company), and by the third party as well.

7.1.4 In the event of discrepancies, either the sales order will be rejected and / or the customer will be contacted by Siplago LP, Atlantic Canada Metals Inc. or a sales partner.

7.1.5 If the submitted documents are found to be in order, the high-security warehouse is instructed to remove the precious metals from the customer's sealed box.

7.1.6 The high security warehouse may only remove the customer's precious metals from its sealed box if it has received confirmation and approval from the third party.

7.1.7 The high security warehouse informs Siplago LP and Atlantic Canada Metals Inc. that the corresponding precious metals have been removed from the sealed customer box.

7.1.8 As soon as the precious metals have been checked, Siplago LP will transfer the sales amount, minus the agreed fees and as stated on the credit note, to the bank account specified in the sales order.

7.2 All precious metals that were not acquired from Siplago LP will be checked by Siplago LP and / or by an appraiser in the event of a sale. The costs arising for this are borne exclusively by the customer and Siplago LP has the right to deduct and withhold these costs from the sales price. Siplago LP reserves the right to refuse the right to purchase foreign precious metals which were not acquired from Siplago LP.

7.3 Siplago LP also reserves the right to check all precious metals for authenticity and purity upon purchase. Siplago LP bears the resulting costs exclusively if these precious metals have been acquired from Siplago LP. Such a check must not damage the precious metals.

8.0 Order Entry and Related Information, Data Protection

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

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

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

9.0 Involuntary Liquidation Policy

9.1 Unpaid Order:
Should you fail to pay for your order as required pursuant to Section 5 hereof, Siplago LP reserves the right to liquidate your order at the time of such liquidation, in the sole discretion of Siplago LP. You remain responsible for the full value of your order as agreed to at the time such order was placed by you.

9.2 Multiple Orders:
Where you have placed more than one order with Siplago LP and have paid for one or more of the order(s) but also fail to pay for one or more of such order(s) in accordance with Section 5 hereof, any shipment of the paid order(s) may be held at the discretion of Siplago LP until payment in full is received in accordance with Section 5 for all orders and the applicable cancellation fee(s). At the sole discretion of Siplago LP, Siplago LP may elect to apply the money received by Siplago LP for your paid order(s) and/or the precious metal product(s) comprising your paid order(s) against any payment(s) due and owing to Siplago LP on account of your unpaid order(s). If, after exercise of any such election(s) by Siplago LP, you still owe Siplago LP any amount, Siplago LP may, in their sole discretion, involuntarily liquidate any remaining precious metal product(s) in the quantity required by Siplago LP, acting reasonably, to ensure that Siplago LP is paid in full for all your orders and the applicable cancellation fee(s).
Where, after all your unpaid order(s) and applicable cancellation fee(s) are paid to Siplago LP, any of your order(s) or portions thereof remain due and owing to you, you may elect to receive shipment of such order(s) or portions thereof so remaining, or to receive payment in the amount of the market value for same.

9.3 The determination of any loss or gain of value on all or part of your order for the purposes of this Section 9 is calculated as the difference between the price you agreed to pay for such precious metal product(s) at the time your order was agreed to by Siplago LP, and the value of same obtained by Siplago LP as at the time of liquidation pursuant to this Section 9.

9.4 Siplago LP reserves the right to employ the services of a collection agency should cancellation fees remain unpaid for a period exceeding 90 days. Customers wishing to avoid such an issue should contact Siplago LP before the 90 day period expires in order to reach a solution.

10.0 Shipping

10.1 Shipping Time:
Within ten (10) business days from when Siplago LP receives payment in full for your order (unless the clearing time applicable to your method of payment exceeds ten (10) business days), Siplago LP will ship your order to the storage facility, subject to precious metal product availability. From time to time, the shipping time of your order may be delayed for reason(s), including but not limited to, reductions in the inventory of Siplago LP because of increased demand for certain precious metal products and/or the reduced supply available to Siplago LP of same.

10.2 Shipping Method:
Siplago LP reserves the right to substitute a different shipping method other than that which you selected.

11.0 Reservations of Right

In addition to the other rights contained in this Agreement, Siplago LP reserves the following rights unto themselves, to be exercised in the sole and absolute discretion of Siplago LP.

11.1 Siplago LP reserves the right to refuse service to anyone.

11.2 Siplago LP reserves the right to cancel any order at any time for any reason. If Siplago LP exercises this right, Siplago LP will cancel your order, including the shipment of same, and Siplago LP will notify you and refund to you all monies you may have paid to Siplago LP pursuant to such order, less any costs and/or fees associated with cancelling your order, as may be applicable.

11.3 Siplago LP reserves the right to require any payment by bank wire transfer.

11.4 Siplago LP reserves the right to change any terms and conditions at any time without any further notice. Such changes only relate to new orders that were completed after the changes. For all existing orders, the terms and conditions that were valid at the time of conclusion always apply.

11.5 Siplago LP reserves the right to:

(1) accept any late or otherwise deficient payment(s) including but not limited to liquidation payments(s); and/or

(2) reject any late or otherwise deficient payment(s), including but not limited to liquidation payment(s),

at any time in the sole and absolute discretion of Siplago LP.

11.6 Siplago LP reserves the right to make funds and shipping compliant with FINTRAC and the law:

(1) If you are, or if you appear to be, sending to Siplago LP multiple payments or other payment(s) that, in the sole discretion of Siplago LP, may require Siplago LP to report such payment(s) to FINTRAC or take other steps in order to comply with applicable law, Siplago LP reserves the right to hold any and all such payments and to withhold shipment of the related order(s) in the sole discretion of Siplago LP until you provide Siplago LP with all the information as Siplago LP may require, to the sole satisfaction of Siplago LP, in order to comply with FINTRAC and/or applicable law.

(2) Siplago LP hereby reserves the right to involuntarily liquidate, cancel and/or rescind any order where Siplago LP are unable to obtain and/or to verify any information required by Siplago LP pursuant to Section 11.6(1) hereof.

11.7 Unless otherwise expressly stated herein, the first day for computing any applicable time period shall be the first business day following the placement of the relevant order.
If the last day of the time period falls on a day other than a business day, then the last day of a time period shall be the next business day thereafter.

End of Terms and Conditions