

## **Open Source Minerals Terms of Sale**

### **(1) Introduction**

Please read these terms of sale carefully.

You will be asked to expressly agree to these terms of sale before you place an order for products from our us.

### **(2) Interpretation**

In these terms of sale, "we" means Open Source Minerals (and "us" and "our" will be construed accordingly); and "you" means our customer or potential customer for products (and "your" will be construed accordingly).

### **(3) Order process**

The advertising of products on our website or via email constitutes an "invitation to treat"; and your order for products constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to purchase products from us, you will need to take the following steps:

- (i) you must explicitly confirm your order via email or writing;
- (ii) if you are a new customer, you must create an account with us by filling in the Company Information Form provided to you via link, hardcopy or file
- (iii) once you have confirmed a sale, you must choose your preferred method of delivery;
- (iv) we will then send you an order confirmation and invoice, at which point your order will become a binding contract;
- (v) we will then process your payment via our payment service provider or sent you the payment details to pay via bank transfer;

We will not file a copy of these terms of sale specifically in relation to your order. We may update the version of these terms of sale on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these terms of sale for your records.

The only language in which we provide these terms of sale is English.

### **(4) Price and payment**

Prices for products are quoted via email or on our website. The email offerings / stock updates contains a large number of products and it is always possible that some of the prices in these emails may be incorrect. We will verify prices as part of our sale procedures so that a product's correct price will be stated when you confirm and pay for the product.

Please note, duties and taxes incurred at the point of entry to the destination country are the responsibility of the customer.

Payment must be made upon the submission of your order. We will withhold the products and not issue any contract between us until the full amount due is received from you in full in cleared funds.

The prices in the emails / quotes exclude all value added taxes.

Prices for products are liable to change at any time. Changes will not affect contracts which have come into force.

### **(6) Your warranties**

You warrant to us that:

- (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- (b) the information provided in your order is accurate and complete;
- (c) you will be able to accept delivery of the products;

### **(7) Delivery policy**

We will arrange for the products to be delivered to the address for delivery indicated in your order.

There must be someone present to accept and sign for the delivery. If not, please follow the instructions on the card left by the delivery company in order to collect your order or organise a re-delivery date.

We will use reasonable endeavours to deliver products within the time frame as stated in our shipping details of our order confirmation. However, we cannot guarantee delivery by the relevant date. We do however guarantee that unless there are exceptional circumstances, all deliveries of products will be dispatched within the time frame set out in our shipping details of the later of receipt of payment and the date of our order confirmation.

### **(8) Risk and ownership**

The products will be at your risk from the time of delivery. Ownership of the products will only pass to you upon delivery of the products. We will be entitled to recover payment for the products even where ownership has not passed to you.

### **(10) Statutory rights**

Nothing in these terms of sale affects your statutory rights, including your right to receive a refund in respect of any defective product we sell to you.

### **(11) Refunds**

If you cancel a contract and are entitled to a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process such refunds as soon as possible and, in any event, within 30 days of the day we approved your valid notice of cancellation.

## **(12) Limitations of liability**

Nothing in these terms of sale will limit or exclude your or our liability for:

- (i) death or personal injury caused by negligence;
- (ii) for fraud or fraudulent misrepresentation; or
- (iii) for any matter for which it would be illegal to limit or exclude, or attempt to limit or exclude, liability.

Subject to this, the products we sell are intended for personal use only and we will not be liable for any business losses incurred, including without limitation loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data or loss of management or office time.

## **(13) Trade Marks**

“Open Source Minerals”, “Open Source Auctions” and “Wishes Jewels” are the legal trading names of Open Source Minerals. All trademarks, product names and company names or logos sited herein are the property of their respective owners. No permission is given by us in respect of the use of any such brand names, photographs, product names or titles or copyrights and such use may constitute an infringement of the owners’ rights.

## **(14) General terms**

Images of products on our website are for illustrative purposes only; actual products may differ. We will treat all personal information that we collect in connection with your order in accordance with the terms of our privacy policy; use of our website will be subject to our website terms of sale and our website disclaimer. Contracts under these terms of sale may only be varied by an instrument in writing signed by both you and us. We may revise these terms of sale from time to time, but such revisions will not affect the terms of any contracts into which we have entered with you. If any provision of these terms of sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted. No waiver of any provision of these terms of sale, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms of sale. You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms of sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these terms of sale, at any time, providing such action does not serve to reduce the guarantees benefiting you under these terms of sale. Each contract under these terms of sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract. Subject to the first paragraph of Section [12]: these terms of sale contain the entire agreement and understanding of the parties in relation to the purchase of products from our

website or via email marketing campaigns, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from our website and or email marketing campaigns; and each party acknowledges that no representations not expressly contained in these terms of sale have been made by or on behalf of the other party in relation to the purchase of products from our website or via our email marketing campaigns.

These terms of sale will be governed by and construed in accordance with Dutch law, and the court of Maastricht (The Netherlands) will have non-exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

**(16) About us**

Open Source Minerals.

Our registered office is Wim Duisenbergplantsoen 31, 6221SE, Maastricht, The Netherlands.

Our company registration number with the Chamber of Commerce Maastricht, The Netherlands is 17218334.

Our VAT nr is NL001765567B25

Our email address is [info@opensourceminerals.com](mailto:info@opensourceminerals.com)

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