



Terms and Conditions of Sale and Storage (V13)

1. Definitions

"ACM" means Atlantic Canada Metals Inc.

Address: 5 Princeton Lane,
Dartmouth, Nova Scotia
B2W 6K4, Canada
Email: mail@AtlanticCanadaMetals.com

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

"Buyer" shall be the individual, corporation, limited liability company, limited liability partnership, partnership, or other business or trust entity purchasing precious metals from ACM or storing precious metals with ACM (hereinafter "client", "buyer", "you" or "your").

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

2. Acknowledgements

The Buyer hereby acknowledges:

- a. That the payment is due before the delivery of precious metals.
- b. That ACM deals only with standardized products whose purity and weight is guaranteed by the producer, i.e. Royal Canadian Mint.
- c. That ACM 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 ACM shall have no liability or responsibility for any delay or failure in delivery.
- e. That ACM shall not make any delivery regarding a purchase unless and until sufficient liquid funds are available in the ACM account to cover the purchase amount and any charges and fees involved with the purchase transaction. The Buyer 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 ACM to pay all such fees and charges from the funds provided by the Buyer.
- d. 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 Buyer agrees to waive any claims that the Buyer 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.

3. General Terms

- 3.1 The minimum purchase amount is CA\$ 2,500.00.
- 3.2 ACM is in all circumstances acting as an agent for the Buyer in relation to the sale, storage and transfer of precious metals.
- 3.3 The Buyer shall expressly acknowledge and accept ACM can neither guarantee the investment return nor be held liable for any losses. ACM bears no liability for any advice that it provides and it is not liable for any claims the Buyer may advance based on the recommendations made by ACM.
- 3.4 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 Buyer shall bear all risks and hold ACM harmless for liability arising from telephone, fax or email transmissions including (but not limited to) errors in transmission, misunderstandings or errors with regard to the Buyer, as well as losses.
- 3.5 The Buyer and/or the ACM 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.
- 3.6 Any fees due but not paid must be settled before part is or all the precious metals are withdrawn from the storage facility.
- 3.7 The Buyer 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.
- 3.8 The Buyer acknowledges that the ACM has not provided tax advice. The evaluation of possible tax issued in context with the investments is the responsibility of the Buyer.
- 3.9 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. Placement of Precious Metals Order Creates Binding Legally Enforceable Agreement - NO CANCELLATIONS!

- 4.1 Once you have placed a precious metal order with ACM, 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, ACM 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, ACM may buy-back your precious metal product(s).

5. 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 ACM 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 ACM, 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 ACM 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 ACM. All payments must be made directly and only to ACM. ACM does not accept payments in cash.
- 5.3 Upon the receipt by ACM of your payment, in full, ACM 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 you or to the storage facility.
- 5.4 You acknowledge that you must pay an annual fee for the storage of your precious metals in a High Security Vault in the amount of:
 - 1.5% up to a storage value of US\$ 100,000.00
 - 1.4% from a storage value of US\$ 100,000.01 to US\$ 199,999.99
 - 1.3% from a storage value of US\$ 200,000.00 to US\$ 249,999.99
 - 1.2% from a storage value of US\$ 250,000.00 to US\$ 499,999.99
 - 1.1% from a storage value of US\$ 500,000.00 to US\$ 749,999.99
 - 1.0% from a storage value of US\$ 750,000.00 to US\$ 999,999.99
 - 0.9% from a storage value of US\$ 1,000,000.00 to US\$ 2,499,999.99
 - 0.8% from a storage value of US\$ 2,500,000.00 to US\$ 4,999,999.99
 - 0.75% from a storage value of US\$ 5,000,000.00 or moreof the current value of your precious metals in the High Security Vault. You agree to pay this invoice immediately after reception. You will receive an invoice quarterly to the end of each quarter of the year. The method of accounting can change.
- 5.5 If you sell a part or all your precious metals in storage or move a part or all your precious metals out of the storage you agree to pay an exit fee of 1.5% on the market value of the respective precious metals.
- 5.7 If ACM buys precious metals from you which were not sold by ACM, ACM reserves the right to check the quality and the authenticity of these precious metals. You must pay all costs of this process. ACM has the right to deduct these costs from the selling amount of these precious metals in case ACM buys the precious metals from you.

6. Order Confirmation and Invoice

- 6.1 Once you have placed your order, either in writing, over the telephone or electronically, and paid the amount mentioned in the agreement, ACM will send you an invoice by email for your order. The failure of ACM to send and/or your failure to receive this email does NOT invalidate or otherwise cancel your order with ACM, 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 ACM in a timely manner, complete with any attachments, in furtherance of the agreement.

7. Record of Order and Related Information

- 7.1 You agree and consent that ACM may maintain the records comprising your order and related information for our purposes, including but not limited to, verify the terms of such order, aid in staff training, for audit and/or quality control purposes to comply with any laws as now exist or may hereafter exist, and/or for any other reason reasonably related to the business purposes of ACM.

8. Involuntary Liquidation Policy

- 8.1 **Unpaid Order:**
Should you fail to pay for your order as required pursuant to Section 5 hereof, ACM reserves the right to liquidate your order at the time of such liquidation, in the sole discretion of ACM. ACM is under no obligation to take any steps or to refrain from taking any steps, in order to or in an attempt to maximize market value for your order and ACM take no responsibility for same. You remain responsible for the full value of your order as agreed to at the time such order was placed by you. This responsibility includes, but is not limited to, your responsibility to pay ACM a cancellation fee plus the difference in value, in the event that the market value of your unpaid order is less than what you agreed to pay at the time of placing your order.
If the market value of your unpaid order is greater than you had promised to pay for such order, any such gains remain the property of ACM.
- 8.2 **Multiple Orders:**
Where you have placed more than one order with ACM 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 ACM 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 ACM, ACM may elect to apply the money received by ACM 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 ACM on account of your unpaid order(s). If, after exercise of any such election(s) by ACM, you still owe ACM any amount, ACM may, in their sole discretion, involuntarily liquidate any remaining precious metal product(s) in the quantity required by ACM, acting reasonably, in order to ensure that ACM 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 ACM, 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.
- 8.3 The determination of any loss or gain of value on all or part of your order for the purposes of this Section 8 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 ACM, and the value of same obtained by ACM as at the time of liquidation pursuant to this Section 8.
- 8.4 ACM 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 ACM before the 90 day period expires in order to reach a solution.

9. Shipping

- 9.1 Shipping Time:
Within ten (10) business days from when ACM receives payment in full for your order (unless the clearing time applicable to your method of payment exceeds ten (10) business days), ACM will ship your order to you or 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 ACM as a result of increased demand for certain precious metal products and/or the reduced supply available to ACM of same.
- 9.2 Shipping Method:
ACM reserves the right to substitute a different shipping method other than that which you selected.

10. Reservations of Right

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

- 10.1 ACM reserves the right to refuse service to anyone.
- 10.2 ACM reserves the right to correct any typographical or clerical errors or omissions in any order. ACM will make a good faith effort to notify you of any such corrections to your order.
- 10.3 ACM reserves the right to cancel any order at any time for any reason. If ACM exercises this right, ACM will cancel your order, including the shipment of same, and ACM will notify you and refund to you all monies you may have paid to ACM pursuant to such order, less any costs and/or fees associated with cancelling your order, as may be applicable.
- 10.4 ACM reserves the right to require any payment by bank wire transfer.
- 10.5 ACM reserves the right to change any terms and conditions of sale and storage at any time without any further notice.
- 10.6 ACM 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 ACM.
- 10.7 ACM reserves the right to monies and shipments to comply with FINTRAC and the law:
- (1) If you are, or if you appear to be, sending to ACM multiple payments or other payment(s) that, in the sole discretion of ACM, may require ACM to report such payment(s) to FINTRAC or take other steps in order to comply with applicable law, ACM reserves the right to hold any and all such payments and to withhold shipment of the related order(s) in the sole discretion of ACM until you provide ACM with all the information as ACM may require, to the sole satisfaction of ACM, in order to comply with FINTRAC and/or applicable law.
 - (2) ACM hereby reserves the right to involuntarily liquidate, cancel and/or rescind any order where ACM are unable to obtain and/or to verify any information required by ACM pursuant to Section 10.7(1) hereof.
- 10.8 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 of Sale and Storage