

## **Sales Agreement for Purchase of Precious Metals**

### **1. Acknowledgement of Terms and Conditions**

By Transacting with LadyS, the Customer acknowledges that they have read and accepted the Terms and Conditions outlined herein. Unless stated otherwise, these Terms and Conditions apply to all Orders whether they are made via the Website, in person, by telephone, by email, or through any other means. Furthermore, unless explicitly stated, these Terms and Conditions apply to all Transactions regardless of the location or jurisdiction in which LadyS provides its products or services. The prescribed Terms and Conditions are subject to change from time to time by LadyS based on LadyS's sole discretion without notice.

### **2. Regulatory Compliance**

Our business operates in accordance with the Singaporean laws, including the Precious Stones and Precious Metals (Prevention of Money Laundering and Terrorism Financing) Act 2019 and relevant AML/CFT regulations. We are committed to implementing strict customer due diligence ("Know Your Customer" or KYC) procedures.

### **3. Customer Verification**

All Customers must complete our KYC procedures before any transaction. For individual Customers, valid identification such as NRIC, Passport, or FIN must be provided. For corporate or business entities, the Customer must provide a valid business registration document (e.g., ACRA BizFile/ SSM), along with identification documents of all directors and major shareholders. LadyS reserve the right to refuse or cancel any transaction if there are concerns regarding the legitimacy of the funds, identity, or compliance with applicable laws.

### **4. Order Placement and Confirmation**

Customers may place orders for precious metals directly with LadyS through approved communication channels. Upon confirmation of the order details by LadyS, an official invoice will be issued to the Customer. Full payment must be made via customer's own cash (capped at SGD 20,000), local bank transfer ("PayNow") or telegraphic transfer (T/T) to LadyS's designated bank account. An order shall be considered confirmed only upon receipt and successful clearance of the full payment into LadyS's bank account. Upon verification of payment, LadyS will proceed to place the corresponding order with its supplier. Once payment to the supplier has been successfully cleared, the purchased precious metals will then be made available for collection or delivery. For small orders, fulfilment may be completed on the same day, subject to availability. Bulk orders required up to five (5) working days for processing and fulfilment. In the event that the transaction is rejected or blocked by banking authorities (including but not limited to regulatory, compliance, or anti-money laundering reasons) after LadyS has placed the order with its supplier, and the funds are returned to LadyS, the Customer will be refunded promptly, net of any applicable bank charges.

5. Payments

All payments must be made through customer's own cash (capped at SGD 20,000) or bank accounts. LadyS does not accept third-party payments. All payments received must originate from funds belonging to the Customer and match in accordance with the details provided by the Customer. LadyS reserves the right to cancel any Orders and/or return the funds to the originating source of payment if the Customer is unable or unwilling to make payment that originates from the Customer. In such an event, the Customer shall be liable for any loss that may result from factors such as, though not limited to, bank or payment services fees that may be imposed as a result of returning the original source of payment. LadyS also reserves the right to conduct enhanced customer due diligence (ECDD) at its sole discretion, where deemed necessary.

6. Order Cancellation & Market Loss Policy

If a Customer chooses to actively request to cancel an Order, LadyS will charge the Customer a cancellation fee equivalent to 10% of the total value of the Order. The Customer may also be subjected to any applicable market losses as determined by LadyS that may result from, though not limited to, market price fluctuations and/or restocking and or cancellations fees from LadyS's suppliers. In addition, the Customer will be subjected to LadyS's market loss policy in the event any deficit between the price at which LadyS sold the item to the Customer and the offsetting purchase price occurs. Market gains on cancellations or returns shall remain the property of LadyS. In addition, LadyS reserves the right to refuse or cancel an Order for any reason or for no reason at all, regardless of the payment method or price confirmation, including without limitation, for Orders LadyS deems questionable or suspicious, for Orders LadyS deems to be a significant risk, when the confirmed price is incorrect and/or for abrupt movements in the precious metals market.

7. Order Pick-up

All Orders must be collected by the Customer in person from LadyS's designated pick-up location. LadyS reserves the right to request valid identification to verify the identity of the person collecting the Order. Customers are required to collect their Orders within two (2) business days from the date the Order is confirmed as ready for collection. A late collection fee of 0.2% of the total Order value per day will be imposed for any collection beyond this period. The release of the Order is subject to full settlement of any applicable late fees and other outstanding charges. LadyS reserves the right to recover such fees by offsetting the amounts due against the value of the Order, in part or in whole, as necessary to satisfy the outstanding balance.

8. Shipping of Orders

The Customer can also choose to ship their Order to the designated shipping address as prescribed by the Customer at the time of placing the Order. Where shipping is requested, all Orders will be shipped under Ex Works (EXW) terms in accordance with Incoterms 2020.

Under EXW:

- i. LadyS Excellence Pte Ltd (the Seller) shall make the goods available for collection at its

- premises (or designated location) and shall ensure standard packing suitable for transport.
- ii. The Customer (the Buyer) assumes full responsibility for all costs and risks associated with the transportation of the goods from the point of collection onward. This includes, but is not limited to :
- a) Shipping and courier fees;
  - b) Freight charges and insurance (if opted for);
  - c) Import duties, taxes, and customs clearance;
  - d) Any loss, theft, or damage during transit.

Shipping is strictly at the Customer's own risk. LadyS shall bear no liability for any loss, delay, damage, or missing items once the Order has been handed over to the designated logistics provider.

#### 9. Return & Exchange Policy

The Customer must inspect all items to ensure that the items match with their Order and that they are satisfied with the condition of the items provided to them. No exchanges or returns will be provided to the Customer once an Order has been picked up or delivered.

#### 10. Taxes and Duties

- i) For all Orders picked up or delivered in Singapore  
All Orders that contain Investment Precious Metals (IPM; as defined by Inland Revenue Authority of Singapore) are exempt from GST. All non-Investment Precious Metals are subjected to prevailing GST rates.
- ii) For all Orders delivered outside of Singapore  
For Customers that choose to have their Orders delivered, all fees or prices quoted herein and on the LadyS Website do not include any customs duties, foreign taxes, documents, forms, customs clearances, or any other costs that may be associated with an Order once it reaches the intended country of destination. These fees are the sole responsibility of the Customer. It is also the Customer's responsibility to acquire import licenses (if necessary) and to assist local authorities with any information required for formal customs clearance in the country of destination. These charges are not included in the price and are not the responsibility of LadyS. The Customer is responsible for any importation compliance. The determination of import duty, tax, declaration, and brokerage fees is solely at the discretion of the customs officer in the destination country. It is the Customer's responsibility to comply with all import regulations and address any concerns or disputes regarding the tax or customs fee amounts with local customs brokers or Carriers. LadyS will always declare the full value of the shipment on any customs form with no exceptions.

#### 11. Customer Due Diligence and Enhanced Customer Due Diligence Measures

LadyS may, from time to time, as deemed necessary, be required to conduct Customer Due Diligence (CDD) and/or Enhanced Customer Due Diligence (ECDD) with Customers before engaging in Transactions with the Customer. In such instances, LadyS may request for information such as,

though not limited to:

- Full name of the Customer
- Date of birth of the Customer
- Residential address of the Customer
- Nationality of the Customer
- Occupation of the Customer
- Source of wealth of the Customer
- Source of funds of the Customer

Failure by the Customer to provide the requested information through the CDD or ECDD process may result in LadyS being unable to fulfill the Customer's requested Transaction, whether already completed or not. In such instances in which the Customer is unable or unwilling to comply with the CDD or ECDD requirements, LadyS has the right to cancel the order.

## 12. Confidentiality

Customer shall hold the existence and terms of all Transactions with LadyS including, without limitation, the existence of any disagreement or dispute and the existence and the terms of any resolution thereof, in strictest confidence and the Customer shall not disclose any such information to any person or entity unless (a) such disclosure is required by applicable law or regulation or (b) such disclosure is required by a court or other tribunal of competent jurisdiction. If the Customer becomes aware of a requirement to make any disclosure of such information, including, without limitation, as a result of the receipt of a subpoena or other compulsory process, the Customer shall promptly notify, in writing, LadyS and the Customer shall cooperate, in good faith, with LadyS in obtaining a protective Order or other appropriate relief, if any, with respect to such disclosure.

## 13. Limit of Liability

In no event shall LadyS or any of its officers, directors, shareholders, employees, distributors, affiliates, subsidiaries, agents or representatives, be in any way liable to a Customer or any party for any direct, indirect, general, compensatory, incidental, special, punitive, consequential or exemplary damages, or any other damages whatsoever, arising from, or relating to, the use of or inability to use the Website or the content, materials and functions thereof, or of any linked Website, or for any Transaction conducted through this Website, or any claim attributable to errors, omissions, or other inaccuracies in the Website, or any product or service linked to, from or advertised or promoted on the Website, or otherwise relating hereto, regardless of whether the same is foreseeable or if LadyS was advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, LadyS's liability to the Customer for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by the Customer to LadyS for the products.

## 14. Force Majeure

LadyS shall not be liable for failing to perform its obligations hereunder because of circumstances reasonably beyond its control. Such circumstances shall include (without limitation) any acts or

omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, labour disputes, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer failure, hardware failure, telecommunications failure, software failure, failure of Customers to cooperate with the reasonable requests of LadyS, breach of this Agreement by Customers, and any other events reasonably beyond the control of LadyS.

15. Indemnity

The Customers agrees to indemnify and hold LadyS, its officers, partners, directors, managers, members, shareholders, distributors, affiliates, subsidiaries, sponsors, advertisers, licensors, employees, agents, representatives and independent contractors, harmless from any loss, liability, damages, claim, actions, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Customer's use of the Website in violation of this Agreement and/or arising from any use of the Website.

16. Privacy

By onboarding, the Customer agrees to be bound by the [Term of Business](#) of LadyS. LadyS reserves the right to use information and any other personal information provided by the Customer in accordance with LadyS's [Privacy Policy](#).

17. Governing Laws

The Terms and Conditions shall be governed by Singapore law and shall be subject to the exclusive jurisdiction of the Singapore courts.

18. Investment Advice

LadyS does not offer or give and will not provide any investment advice in connection with any Transaction, whether executed or potential. In addition, LadyS does not offer or give any opinion with respect to the suitability of any Transaction made or which might be made by the Customer.