

## Solomon Global Ltd Terms and Conditions

### 1 ABOUT US

- 1.1 We are Solomon Global Limited trading, a company registered in England and Wales under company number 12997935. Our registered office is at 114a Cromwell Road, London, England, SW7 4AG.
- 1.2 We own and control the website at [www.solomon-global.com](http://www.solomon-global.com)

### 2 HOW TO CONTACT US

You can contact us by sending an email to [info@solomon-global.com](mailto:info@solomon-global.com) or calling us on [0800 368 9145](tel:08003689145).

### 3 THESE TERMS

- 3.1 These terms and conditions of business ("Terms") apply when you buy or sell any goods with us or use any of our services. Please read these Terms carefully before you place any orders, as they set out important information about your and our rights and obligations. Please note that you must agree to these Terms before you place your order with us.
- 3.2 Any reference to 'we', 'us' or 'our' in these Terms is to Solomon Global Limited, and any reference to 'you' or 'your' is to the person placing an order with us.
- 3.3 You must be at least 18 years old to place an order with us.

### 4 PLEASE NOTE

- 4.1 We draw your attention to the fact that you have no right to cancel an order for precious metals from us. Further information is set out at clause 12: 'Cancellation Rights' below.
- 4.2 We do not provide financial, tax or investment advice, either generally or within the meaning of the Regulated Activities Order 2001 as amended, and are not authorised or regulated by the Financial Conduct Authority, the UK financial services regulator. We cannot provide advice on any potential tax implications of purchasing goods from us, nor on any investment strategy. You must seek or rely on your own, independent, financial, tax and/or accounting advisors in respect of these matters.
- 4.3 You acknowledge that the value of your precious metal goods will fluctuate and you may not be able to sell your goods for a higher price than the price for which you purchased them from us.

### **BUYING PRECIOUS METALS FROM US**

The following clauses 5 to 17 apply in respect of precious metals sold by us.

### 5 ORDERS

- 5.1 Please check your order carefully and correct any errors before you confirm your acceptance of it.
- 5.2 After you place your order, we will acknowledge it by sending you an acknowledgment email or letter to let you know that we have received your order. This does not mean that your order has been accepted by us. Your order is an offer to buy goods from us on these Terms.

- 5.3 Acceptance of your order by us takes place when we send you an order confirmation either by email or letter, at which point a legally binding contract is formed between you and us on these terms.
- 5.4 If we do not accept your order, for example because we have been unable to pre-authorise the payment, the goods are unavailable, you are under 18, or there has been a mistake regarding the pricing or description of the goods, we will contact you using the details you provided when you placed your order. We have the right to reject any order for any reason.

## **6 AVAILABILITY**

All orders are subject to availability. We cannot guarantee that any product will be available at any given time. In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop selling certain goods. If this happens and it affects your order, we will notify you using the contact details you have given us, cancel your order and provide you with a full refund (including any delivery costs) if payment has already been taken.

## **7 MAKING CHANGES TO YOUR ORDER**

If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

## **8 PRODUCT DESCRIPTIONS**

- 8.1 Descriptions of our goods are set out on our website and in our brochure.
- 8.2 Please read the product description carefully. Pictures and images of the goods or their packaging on our website and in our brochure are for illustration purposes only. Your goods and their packaging may vary slightly from those pictures or images.

## **9 GRADED GOLD**

- 9.1 Our graded gold products (Graded Gold) are certified by third-party professional grading companies based on the 70-point Sheldon Coin Grading Scale (Sheldon Scale).
- 9.2 You acknowledge that any specified grades of our goods contained in product descriptions or otherwise communicated to you by us are estimates only (not statements of fact) and are subject to grading standards and interpretations that may change over time. We cannot guarantee that our goods will achieve the same grades when subjected to any formal third-party grading service now or in the future.
- 9.3 If you purchase Graded Gold from us you acknowledge that your order may be subject to longer delivery times due to the possible need to send the goods to a third-party grading service prior to delivery.
- 9.4 Solomon Global sell Graded Gold which has been certified by industry-standard third-party grading services and we will use reasonable endeavours to supply you with Graded Gold of at least grade 63 on the Sheldon Scale. Where we are unable to provide you with Graded Gold of grade 63 or above on the Sheldon Scale we will communicate this to you prior to delivery and you may request one of the following options:
- 9.4.1 receive an alternative product from our website that is of a lower value than the amount paid for the Graded Gold and receive credit on account or a partial refund equal to the difference in price; or

- 9.4.2 receive an alternative product from our website that is of a higher value than the amount paid for the Graded Gold and pay to us an amount equal to the difference in price.
- 9.5 You acknowledge that should you request an alternative product under sub-clause 9.4.1 or 9.4.2 above, this may be subject to an increased delivery period.
- 9.6 No refunds will be offered for Graded Gold.

## **10 PRICES**

- 10.1 Prices for our goods are set out on our website or as communicated over the phone or email. All prices are in pounds sterling (£)(GBP) and exclude delivery charges and any applicable customs duties or import taxes. The prices displayed are subject to change based on the fluctuating price of metals. The actual price of the goods, information on delivery options and their costs will be communicated before we confirm your order.
- 10.2 Prices for our goods and delivery charges may change at any time. Except as set out in clause 10.3 below, such changes will not affect existing orders.
- 10.3 If there has been an error on the website or as otherwise communicated to you regarding the pricing of any of our goods and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by the contact details we have for you.
- 10.4 Due to the fluctuating price of gold and silver we are not legally obliged to honour the price of any order should the spread between our buy and sell price exceed our threshold.

## **11 PAYMENT**

- 11.1 We accept payment by card or bank transfer. We will usually take payment from your card when your order is ready for dispatch but it may be necessary to take payment prior to dispatch, such as where the precious metal needs to be graded. If the payment is unsuccessful, we will try to contact you using the contact details you provided when you placed your order. If we are unable to contact you, we will cancel your order (for which a cancellation fee may be payable) and notify you using the contact details you provided us.
- 11.2 For payment by bank transfer, please send funds to the bank account detailed on your order confirmation. We only accept payments from accounts held in your name. All bank transfer payments must be received within the timeframe set out in your order confirmation. If the transfer is not received within this timeframe, we will try to contact you using the contact details you provided when you placed your order. If we are unable to contact you, we will cancel your order (for which a cancellation fee may be payable) and notify you using the contact details you provided us.

## **12 CANCELLATION RIGHTS**

- 12.1 There is no statutory right to cancel an order for precious metals from us due to the fluctuation in prices of precious metals (as set out in section 28 of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013).
- 12.2 If you do wish to cancel your order prior to your goods being dispatched or when your goods are pre-ordered but are not yet available, you will be required to pay a charge that is reflective of any costs incurred including but not limited to time and/or labour costs, grading costs or any losses resulting from market fluctuation (from the point at which you placed the order to the point of cancellation).

## **13 MONEY LAUNDERING AND ID REQUIREMENTS**

We require proof of identity from you in order for us to comply with certain laws and regulations. As standard we require a certified copy of your photographic ID and a copy of a recent utility bill, bank statement or document issued from an entity which can verify your address, dated within 3 months. If you do not supply the documents we require for our compliance purposes on our request, we will have the right to cancel your order. We will input your details through an online ID verification system that will verify your identity. If you wish to have the delivery to a second address we require a proof of address in the name of the purchaser for that address.

## **14 DELIVERY**

- 14.1 We will deliver your order to the Receiving Party at the address specified by you when you placed your order. For deliveries other than to a storage facility, the delivery address must match your billing address. Receiving Party means (i) a person designated by the consignee (including the consignee itself) to accept delivery of the goods; (ii) a person designated by customer as authorised to collect or take delivery of the goods; or (iii) any apparent representative of the consignee (including concierge, doorman, front desk clerk, security guard, residential occupant, or any mailroom clerk).
  - 14.1.1 The customer undertakes: to; (a) notify the consignee of the pending delivery of a shipment, and provide the courier's tracking number (if applicable); (b) ensure the consignee or receiving party is available to accept delivery of a shipment at the designated destination at the anticipated date of delivery; and (c) ensure that consignee or receiving party carefully inspects each shipment immediately at the time of delivery and in the event of any evidence of damage or tampering of the parcel rejects the delivery of the parcel and reports it in writing immediately to Solomon Global Ltd.
- 14.2 Please examine (or arrange to be examined) the goods as soon as reasonably possible after delivery and notify us of any fault or damage as soon as reasonably possible.
- 14.3 Once your order has been delivered to your address or in accordance with the delivery instructions you provided to us, the risk in the goods passes to you and the goods are classed as having been 'delivered'. This means that you are responsible for the goods and we are not liable to you if the goods are stolen or damaged after they have been delivered to you. This does not affect your legal rights if the goods are faulty or misdescribed. Ownership of the goods passes to you once you have paid for them in full.
- 14.4 We will give you information on delivery options and costs before we confirm your order. You will be given available delivery options to choose from when you place your order.
- 14.5 Your order will be delivered on the selected delivery date or within the delivery period specified, depending on the delivery option you chose when you placed your order.
- 14.6 Any delivery dates stated during the order process, or in your order acknowledgment or shipping confirmation emails, are estimates only, unless we have agreed a specific delivery date with you.
- 14.7 You acknowledge that orders of Graded Gold may be subject to longer delivery times due to the possible need to send the goods to a third-party grading service prior to delivery.
- 14.8 We will do all that we reasonably can to deliver your order within the delivery period or on the delivery date agreed with you. If your delivery is delayed, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur if delivery is delayed because of circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).

## **15 STORAGE**

- 15.1 We do not offer storage services. We encourage all customers to receive their goods at home and to store their goods safely in a secure storage device or to organise for the storage of the goods at an independent storage facility.
- 15.2 At your request we can introduce you to an independent storage provider for you to set up a storage account directly with that storage provider and arrange for your goods to be delivered to you at the storage facility. You will need to separately meet that storage provider's requirements to open an account with them. If you do not meet such requirements, we will arrange with you for delivery to be made to your billing address.
- 15.3 You acknowledge that our role will be limited to introducing you to a storage provider and arranging for delivery to the storage facility. We accept no liability, except to the extent caused by our own negligence, for any loss of or damage to goods stored at an independent facility.

## **16 FAULTY GOODS**

- 16.1 The goods that we provide to you must be as described, fit for purpose and of satisfactory quality. We are under a legal duty to supply goods that conform with our contract with you.
- 16.2 If the product you receive is faulty and you inform us of this as soon as reasonably possible following receipt, you are entitled to an appropriate remedy in accordance with the Consumer Rights Act 2015, for example a refund or replacement.

## **17 IMPORT TAXES AND FEES**

Where you are based outside the UK, you are responsible for paying any import taxes, duties or fees requested by the relevant authority in relation to your order. We are not responsible for any taxes, duties or fees applied to our goods after they leave the UK. Please contact your local customs office and ensure you are aware of any fees which may apply to importing your order before you place your order.

## **BUY BACK – SELLING THE PRECIOUS METALS BACK TO US**

The following clauses 18 to 21 apply when you are selling the precious metals back to us.

## **18 CONTRACT**

- 18.1 You can contact us by phone or email to offer us to buy back the goods you have purchased from us. We are not obliged to accept any request to buy back goods from you.
- 18.2 Following your request we will inform you whether we would like to buy back the goods and the price we would pay subject to the goods meeting the expected standard. This does not mean that your request has been accepted by us.
- 18.3 We will contact you to let you know once we have received and inspected your goods. Acceptance of your request to sell the goods to us takes place when we receive your goods in the condition expected, at which point a legally binding contract is formed between you and us on these Terms. If the goods do not meet the expected standard, we will communicate our revised price offer for you to confirm your acceptance.
- 18.4 We have the right to reject any buy back request for any reason. If we do not accept your buy back request, or you do not accept our buy back price, then if we have received your goods we will return them to you at the address you provided.

## **19 PRICES**

The value of your precious metal goods will fluctuate and may be lower than the price for which you purchased them from us. We will confirm the prices we will pay for your goods on acceptance of your offer. We will send you confirmation of the offer price by email or letter to the contact details you provide. The price we will pay is subject to receiving the goods as expected in the condition communicated.

## **20 PACKAGING AND DELIVERY**

- 20.1 Please send the goods we have agreed to buy back to the address that we confirm at the point we communicate our buy back offer.
- 20.2 You are responsible for ensuring the goods arrive at our premises and arrive in good condition. Please use suitable protective packaging. We recommend using an insured delivery service. We will not be responsible for buy back goods which do not arrive at our premises or arrive damaged.

## **21 PAYMENT**

We will inspect any goods received at our premises. Subject to the goods being received as expected, in terms of quantity, quality or otherwise, we will send you payment. If we need to revise our price offer, we will send you payment once we confirm this with you.

## **ALL OUR GOODS AND SERVICES**

The following clauses 22 to 27 apply to all goods and services sold by us.

## **22 EVENTS BEYOND OUR CONTROL**

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

## **23 OUR LIABILITY TO YOU**

- 23.1 If we breach these Terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 23.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, any loss of profits or savings, or any business loss or damage.
- 23.3 Nothing in these Terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## **24 YOUR INFORMATION**

Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

## **25 COMPLAINTS**

If you are unhappy with us or the goods you ordered, please contact us at [info@solomon-global.com](mailto:info@solomon-global.com). If we cannot resolve your complaint or you are unhappy with the outcome, you may want to submit your complaint for Alternative Dispute Resolution (ADR). If you do not wish to use ADR or are unhappy with the outcome of ADR, you can still bring court proceedings.

## **26 GOVERNING LAW AND JURISDICTION**

- 26.1 The laws of England and Wales apply to these Terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 26.2 Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales

## **27 GENERAL TERMS**

- 27.1 No one other than us or you has any right to enforce any of these Terms.
- 27.2 You are not allowed to transfer your rights under these Terms to anyone without our prior written consent. We may transfer our rights under these Terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.
- 27.3 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms will not be affected.
- 27.4 If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

## **GOLD GRADING SERVICE**

The following clauses 28 to 33 only apply where you (1) elect to submit your goods already in your possession to us to be independently graded or (2) where you have purchased ungraded goods from us and wish to have them graded

## **28 ACKNOWLEDGEMENTS**

- 28.1 We are an Authorised Dealer of the Professional Coin Grading Service (PCGS) and can submit goods on your behalf to be graded and certified. You acknowledge that when we submit goods to be graded by the PCGS we act solely as a facilitator for the independent grading services undertaken by the PCGS.
- 28.2 You acknowledge that once we submit your goods to be graded on your behalf, you will also be subject to the PCGS Grading Terms and Conditions which can be found on the Solomon Global Limited PCGS submission form ("Submission Form").
- 28.3 You acknowledge that we are unable to guarantee the PCGS turnaround times and any estimates communicated to you are subject to change and dependent on the workload of the PCGS at the time of submission. We do not have any influence on the turnaround time and are not responsible for any changes. We will remain in correspondence with the PCGS and will update you with any changes that occur. Further information regarding turnaround times can be found on the PCGS website: <https://www.pcgs.com/>

## **29 GRADING SUBMISSIONS**

- 29.1 In order to make a submission for your goods to be graded ("Grading Submission"), you will need to complete a Submission Form found on our website and email a copy of the completed Submission Form to [sales@solomon-global.com](mailto:sales@solomon-global.com).
- 29.2 Upon receipt of your Submission Form, we will send an acknowledgment email to the email address you provided and request that you pack and securely ship your goods to us at the address we confirm.

- 29.3 You are responsible for ensuring the goods arrive at our premises and arrive in good condition. Please use suitable protective packaging. We recommend that you use an insured delivery service. We will not be responsible for goods which do not arrive at our premises or arrive damaged.
- 29.4 Upon receipt of your goods, we will send a confirmation email ("Confirmation Email") that your item has been received by us, at this point a legally binding contractual commitment to the Grading Service between you and us arises. We will then ship your goods to the PCGS on your behalf and issue a submission invoice for the submission fee (Submission Fee) to be paid by you to us within 14 days.
- 29.5 Once your goods have been returned to us from the PCGS, you will be notified, and your goods will be shipped back to you.

### **30 SUBMISSION FEE**

- 30.1 The Submission Fee shall be as set out on our website or as separately communicated to you by email.
- 30.2 If there are any Submission Fee queries to be addressed or adjustments to be made, we will contact you using the contact details you provided when you submitted your goods. We will give you the option to re-confirm your submission at the confirmed or corrected price or to cancel your submission. If we receive no confirmed instructions from you, we will treat the submission as cancelled and return your goods to the contact address provided.

### **31 INSURANCE**

- 31.1 During the transit of your goods by us as your agents to PCGS for grading, your goods will be insured under our policy up to the declared value on your Submission Form. We will cover all insurance charges on submissions under a declared value of £10,000 (ten thousand pounds).
- 31.2 Submissions over a declared value of £10,000 (ten thousand pounds), will be subject to the following additional fees:
- 31.2.1 £10,000 – £20,000 – 0.5% of the declared value;
- 31.2.2 Greater than £20,000 – 1% of the declared value;
- ("Insurance Fee").

### **32 LIABILITY**

- 32.1 The grading by PCGS is a third-party service that we can arrange on your behalf but we are not responsible for grades provided by the PCGS. If you are dissatisfied with the grading received, you should promptly contact the PCGS directly. Contact details can be found on the PCGS website <https://www.pcgs.com/>.
- 32.2 We will not be responsible if the PCGS rejects any coin for grading in accordance with the PCGS grading standards and procedures and no refund of your Submission Fee will be provided.
- 32.3 We will not be liable if your goods or precious metals are lost or damaged while in PCGS possession.

### **33 CANCELLATION**

- 33.1 You have the right to cancel the Grading Submission within 14 days of the Confirmation Email referred to in clause 29.4 above. To accommodate this cancellation period, we will not submit your goods to the PCGS during this 14 day period, unless, in your Submission Form, you agreed to waive your cancellation rights and confirmed that we may submit your goods to the PCGS within such 14 day period by ticking the relevant box when making your submission as detailed in clause 33.2.
- 33.2 When you complete your Submission Form, you will be asked to tick a box to confirm that you consent for your goods to be shipped to the PCGS immediately after we issue our Email Confirmation and you acknowledge that this means you will have waived your right to cancel.
- 33.3 To exercise the right to cancel, you can use the cancellation form at the end of these terms or by sending an email to your sales agent. To help us process your cancellation more quickly, please include your booking reference number in the cancellation form you send to us.
- 33.4 Other than where you cancel your Grading Submission during the cancellation period as set out at clause 33.1 above, if you cancel the Grading Submission after we have shipped your goods to the PCGS, the following terms will apply:
- 33.4.1 if you cancel the Grading Submission before the PCGS have started the grading process, you will be entitled to a refund of your Submission Fee minus a charge that is reflective of any costs incurred by us;
- 33.4.2 if you cancel the Grading Submission after the PCGS have started the grading process, you will NOT be entitled to receive any refund.
- 33.5 We will issue your refund (if any) to the same payment method you used when you made your booking.

## MODEL CANCELLATION FORM

### **Model cancellation form**

To Solomon Global Limited:

Solomon Global Limited – [sales@solomon-global.com](mailto:sales@solomon-global.com)

I hereby give notice that I cancel my Grading Submission for the following items:

Reference Number:

Submission date:

Email address used for the Grading Submission: [sales@solomon-global.com](mailto:sales@solomon-global.com)

Signature of person who made the Grading Submission:

\_\_\_\_\_

Date: \_\_\_\_\_