

Terms and Conditions

The following terms and conditions regulate the legal relationship between You and www.kfggold.com, so please read them

carefully. K G F Gold & Diamonds L.L.C. is the owner and operator of M26 Maznaine Floor, Gold land Building, Gold Souk Dubai, United Arab Emirates.

1. Definitions

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2. "Buyer" refers to the entity entering into an agreement with the Company to purchase the Goods on these terms and

conditions.

3. "Company" refers to K G F GOLD & Diamonds L.L.C., M26 Maznaine Floor, Gold land Building, Gold Souk Dubai, United Arab Emirates. as the owner and operator of www.kfgolds.com.

4. Any sensitive or private information that the Company has obtained as a result of the Transaction is referred to as "Details."

5. "Goods" refers to any kind of precious metal, including but not limited to investment coins, silver bullion, and gold bullion that the Company sells to You in accordance with these terms and conditions.

6. "Transaction" refers to the Company's and the Buyer's sale of the Goods subject to these terms and conditions.

7. "Website" refers to www.kfgolds.com.

8. "You/Your" refers to the Buyer as well as any other user of the website.

9. The term "Spot Rate" refers to the often updated current market prices for gold, silver, platinum, and palladium that are shown on this website's home page.

10. "Investment Gold" is defined as gold in the form of a bar or wafer that is accepted by the bullion markets and has a purity of at least 995 thousandths.

2. Requirements for Use

1. A minimum of eighteen (18) years old is required in order to perform a transaction with the company.

2. If you are a visitor or a resident of the United Arab Emirates, we will require you to present official documentation of your address there as well as any necessary personal identification.

3. In order to finish the two-step initial registration process and any ensuing Transaction, you must

give us all the Details required.

4. You have to make sure that the personal information you have provided is accurate and full.

5. The Company must be notified right away if your personal information changes during the two-step initial registration procedure or any ensuing Transaction.

6. These terms and conditions must be accepted by you and complied with.

3. Prices and Payment

1. The prices of the goods listed in the relevant sections of the website will be considered an invitation to treat. The 'live' pricing is sourced from a third-party feed, and the company disclaims all liability for pricing correctness or unavailability. In the event that there is an error—which includes, but is not limited to, blatant misquotation—we will notify You right away and offer You the choice to either cancel the Order or change it to reflect the accurate rates. Please be aware that there are unique risks associated with the precious metals market that could impact the value of an order you make due to changes in the financial markets.

2. We reserve the right at Our absolute discretion to hold any and all payments made to Us by any means, and to withhold shipment of the related order(s), until You provide Us with all of the information and/or original documentation of whatever description and nature that We may require, to Our absolute satisfaction, in order to comply with Our 'Know Your Customer' Protocol, Anti Money Laundering Legislation requirements and/or any other applicable law or internal company procedure.

4. Order Placement

1. An order can only be placed via the Website.

2. The Details obtained by the Company are limited to the maximum extent and are for the mutual benefit of a secure Transaction. Any Details obtained in the course of the Transaction are protected and will not be disclosed to any unauthorised third party.

3. As stated in paragraph 3.1 of these terms and conditions, the Goods displayed on the Website are invitations to treat. Consequently, it is the customer whose offer is subject to the Company's verification.

4. After the money has been received by the Company an e-mail accepting the Buyer's offer will be sent.

5. All Goods are subject to availability. We will endeavour to deliver the specified Goods on the date agreed. However, if due to circumstances beyond our control, the specified Goods are not available we reserve the right to substitute multiple smaller products. In the unlikely event of this occurrence You will be contacted for Your approval prior to dispatch of the order.

5. Order Cancellation and Refund Policy

1. NO cancellations of orders will be accepted and NO refunds will be offered Once the product is

shipped, cancellation is not permitted.

6. Delivery

1. The delivery will be made to:

For purchases by UAE Residents and Tourists the delivery by BRINKS to the address specified by the Buyer in the Details provided during the Transaction is our preferred option. The delivery fee will be added and clearly appear in the checkout section at the end of the Transaction on the Website.

2. Where delivery is the selected option, BRINKS will contact the Buyer to confirm delivery details before attempting delivery.

3. BRINKS will require proof of ID from the Buyer at the time of delivery.

4. A re-delivery fee may be payable by the Buyer if BRINKS are unable to perform a delivery due to actions of the Buyer eg Buyer not present at the delivery address at the specified time or Buyer unable to provide suitable ID confirmation.

5. Ownership of the Goods shall pass to the Buyer once the delivery process has been completed (the Goods have been delivered either by signed for delivery or collection with signature) providing the value agreed for the goods has been received by the Company within the time limits stated in paragraph 3.3.

6. The Company cannot be responsible for any delays caused by any third party and factors beyond the Company's reasonable control (adverse weather, traffic delays or mechanical failures)

7. Collection

1. Collection of Your Goods from our offices is an option for UAE Residents And Non UAE Residents .

Collection is by appointment only which can be arranged by calling us on 056-5205030.

2. The buyer may only collect in person, and in order to do so, the buyer must provide the original paperwork that were used to confirm the buyer's account. Before the Buyer takes possession of the Goods, the Buyer shall let the Company to make and keep copies of the necessary documentation when visiting our offices to make a collection.

8. Buy Back

1. LBMA Gold products previously purchased from KGF GOLD – 98% of the next London Gold Fix price following receipt of the product by KGF GOLD.

LBMA Silver products previously purchased from KGF GOLD – 94% of the next London Silver Fix price following receipt of the product by KGF GOLD.

Gold Investment Coins previously purchased from KGF GOLD – 98% of current Spot Price at the time that KGF GOLD agrees to purchase this product.

Silver Investment Coins previously purchased from KGF GOLD – 94% of current Spot Price at the time that KGF GOLD agrees to purchase this product.

LBMA Platinum products – 95% of the next London Platinum Fix price following receipt of the product by KGF GOLD.

LBMA Palladium products – 95% of the next London Palladium Fix price following receipt of the product by KGF GOLD.

Other LBMA Gold products – 97% of the next London Gold Fix price following receipt of the product by KGF GOLD.

Other LBMA Silver products – 93% of the next London Silver Fix price following receipt of the product by KGF GOLD.

Other Gold Investment Coins – 97% of current Spot Price at the time that KGF GOLD agrees to purchase this product.

Other Silver Investment Coins – 93% of current Spot Price at the time that KGF GOLD agrees to purchase this product.

Non-LBMA products – Call us for our best rates.

9. Limitation of Liability

1. Nothing in these terms and conditions restricts or eliminates the Company's liability for fraud, death, or personal damage brought about by the Company's carelessness or deceptive representations.

2. If the Buyer uses any of the Goods without authorization, the Company will not be held liable absent negligence on the part of the Company.

3. The Company shall not be liable to the Buyer for any consequential claims, whether direct or indirect, that arise out of or in connection with the Transaction. The Company's total liability in contract, tort (including negligence or breach of any statutory duty), misrepresentation, restitution, or otherwise arising in connection with the performance or contemplated performance of the Transaction shall be limited to the Transaction price.

4. Whilst the Company endeavours to the best of its ability to provide the Goods in accordance with the description with reasonable skill and care and within the time agreed, the Company makes no further warranties or representations as to the provision of the Goods.

5. Whilst the Website is professionally maintained the Company cannot assume any liability for:

1. incompatibilities of the Website with other websites, services, software and/or hardware.
2. viruses, spywares or any other insecure and disabling features, beyond the Company's control, that may affect Your access or use of the Website.

3. modification, temporary unavailability or discontinuance of the Website.

4. If these terms and conditions are broken, neither party will be responsible for any losses that third parties sustain as an unexpected result. Any loss that both parties could have reasonably anticipated at the time of the transaction will be considered predictable.

10. Intellectual Property

1. Under these terms and conditions, You are not granted a license to use any Trade Mark of the Company.

2. Intellectual property law protects the information on the website. For your own personal, non-commercial use, you may obtain and view the website's material on a computer screen, store it electronically on a hard drive, or print a copy of the content, provided that all copyright and proprietary notices are prominently displayed.

3. You are strictly prohibited to copy, distribute, modify or reproduce any part of the Website .

11. Indemnification

1. You agree to indemnify, defend and hold the Company and the Company's affiliated companies, shareholders, officers, directors, employees, agents or suppliers harmless from any and all claims or demands, made by any third party due to or arising out of Your use of the services, the violation of these terms and conditions by You, or the infringement by You of any intellectual property or other right of any other person or entity.

12. Data Protection

1. The Customer's personal information and payment details will be protected in accordance with the Data Protection Act 1998.

2. The Customer may request a copy of any information held by KGF GOLD and KGF GOLD may charge the Customer an administration fee of AED 150 for providing such information. The information must be requested in writing to the address stated in these terms and signed by the Customer. The Customer may request KGF GOLD to correct any inaccuracies in the information held about the Customer. Such a request must be in writing, signed and sent to the address stated in these terms.

3. KGF GOLD will maintain records of the sale and purchase of the Precious Metal Products for a minimum period of 6 years from the date of the Transaction.

13. Telephone Calls

1. Telephone calls between You and the Company may be recorded. In the event of any dispute arising from such calls the recordings will be treated as definitive evidence of the instructions or communications passed between parties.

14. Miscellaneous

1. The Buyer and the Company will be bound by UAE law in any dispute pertaining to the Transaction, and the UAE courts will have exclusive jurisdiction over it.

2. The validity of the remaining terms and conditions shall not be affected if any provision is determined by a court or other entity with competent jurisdiction to be entirely or partially invalid or unenforceable.

3. Under the Contracts (Rights of Third Parties) Act of 1999, no person who is not a party to these terms and conditions shall have any rights to enforce any of the terms and conditions. This sentence has no bearing on any other rights that a party may have under that Act.

4. Neither KGF GOLD nor its representatives offer financial advice. If You rely on any opinions or claims made on this website, we won't be held responsible for any negative outcomes. Investment bullion made of gold, silver, platinum, and palladium is subject to market dynamics, such as shifts in global exchange rates. As a result, the value of your investment may increase or decrease, and you might not be able to recoup the entire amount that you invested. The past behaviour of precious metal prices does not guarantee that they will behave in the same way going forward. If you are thinking about making a sizable investment in gold, KGF GOLD advises you to consult with an independent financial expert.