



General Terms and Conditions of Münze Deutschland (formerly the Official Sales Agency for Collector Coins) for Dealers (updated: August 15, 2022)

1. Scope

- (1) These General Terms and Conditions (GT&Cs) apply to contracts between Münze Deutschland in the Federal Office of Administration, Weiden, Germany (the Seller), and its business customers (Dealers). These GT&Cs apply to the individual purchase and regular delivery of coins and coin products.
- (2) Dealers in the meaning of these GT&Cs are any natural or legal persons or company with a legal personality, which carry out commercial or independent professional activity upon conclusion of the contract. Banks are Dealers in the meaning of these GT&Cs. Dealers with a commercial business other than coin retail shall be supplied as miscellaneous customers like private customers. However, the provisions of consumer protection law shall not apply to them.
- (3) The deliveries and services of the Seller shall be provided exclusively on the basis of these GT&Cs. Deviating or contradictory terms and conditions of the Dealer or third party shall not apply, even if the Seller does not separately object to their validity in the individual case.

2. Contract conclusion

- (1) The contract comes into effect through acceptance of the Dealer order (offer in accordance with Section 145 German Civil Code) by the Seller or the service provider commissioned by it for contract handling. Acceptance shall take place within two weeks of receipt of the Dealer order, in the form of delivery of the confirmation letter or an invoice/payment request. For orders for which the delivery quantity or price is unknown, the contract shall be concluded in the context of the allocation procedure. The order quantity reflects the maximum purchase limit, which can be reduced during allocation.
- (2) The customer agrees that when orders are placed via the online shop, payment requests and invoices will be sent to the specified e-mail address in PDF format.
- (3) For coins or coin products for which an allocation procedure (Section 4(1)) is intended, the Dealer shall receive at most the binding quantity ordered. The Dealer consents to a minimum delivery and shall order at least the minimum quantity (offer in accordance with Section 145 German Civil Code). The customer shall be bound to the order placed for a period of three months, starting at the end of the last day of the order deadline. The Dealer waives the right to a declaration of acceptance (Section 151 German Civil Code). The Dealer shall be notified of the completion of the allocation procedure and the quantity of coins allocated to them through the transfer of a payment request or a corresponding confirmation letter.

3. Order conditions

- (1) Dealers can issue individual or standing orders for the delivery of collector coins. Section 362 of the German Commercial Code (Handelsgesetzbuch, HGB) shall not apply.
- (2) A contract on the regular delivery of collector coins (standing order) relates, in principle, only to coins whose initial issue date or – if an order period is specified – end of order period has not yet been reached at the time of order placement.
- (3) Before or upon placing the first order, the Dealer must submit the original or a certified copy of the current extract from the commercial register or trade license. Until corresponding evidence is submitted, traders shall be treated as private customers (with the maximum order quantities intended for these, but without the applicable special protection for Consumers). The Seller must be informed of any changes to the entry in the commercial register. The Seller reserves the right to check the Dealer status.
- (4) Dealers whose place of business is outside Germany must, on request, submit evidence corresponding to the extract from the commercial register.
- (5) In individual cases – in particular for first-time buyers or issues with acceptance – Münze Deutschland shall be entitled to demand **from the Dealers, at their cost**, order guarantees or acceptance guarantees in the form of a security, in particular up-to-date SCHUFA company information or a credit rating from Creditreform.
- (6) Dealers are obligated, against payment of the purchase price in the form of an advance payment, to accept the full scope of the binding quantity ordered by them in the individual or standing order. The same applies to the coins allocated in an order quantity reduction.

4. Availability

- (1) If a coin and/or coin product is sold in advance of an ordering phase and if the total order quantity exceeds the issue limit of a coin or special product, Münze Deutschland reserves the right to reduce the individual order quantities, to consider orders in order of receipt, or to determine the allocation.
- (2) If a product is not available, Münze Deutschland shall inform the Dealer of the non-availability before accepting its order. Unrequested monies shall be returned to the Dealer immediately.

5. Charges and billing

- (1) Dealers are obligated to pay in advance. Payment shall be by advance bank transfer. Dealers do not participate in the direct debit scheme. Cash payments, credit card payments and other payment options are excluded.
- (2) The Seller shall be entitled to bill the Dealer for any expenses incurred for which the Dealer is responsible (e.g. dunning costs or return fees incurred due to unrequested bank transfers).

6. Delivery, risk assumption and shipment

- (1) Delivery shall be made only after transfer of the entire invoice amount. Partial payments and partial collections shall not be possible. The Seller shall not be obligated to supply the Dealer with collector coins/coin products if the customer account has a negative balance.
- (2) The Dealer shall bear the costs and risk of shipping of collector coins/coin products. Should the order quantity comprise several parcels (from a value of €500 and several products), shipping shall be processed in several partial deliveries on different days of the week or through a one-off value shipment.
- (3) For international shipping, the Seller reserves the right to select similar shipping methods. The Seller can insist that the Dealer specify a suitable shipping method.
- (4) Deliveries of standing orders and individual orders shall be shipped separately.

7. Collection

The Seller shall grant Dealers the revocable option of collecting the ordered goods (after settlement of the invoice balance) or having the goods collected by a legitimized third party. The place of performance and fulfillment shall be the Seller's premises in Weiden, Germany, or a different location mutually agreed by the Parties.

8. Retention of title

To the extent that the Seller replaces a product in the context of the claims for defects, the transfer of ownership of the replacement product shall occur under the condition precedent that the Dealer returns the item to be replaced or – if they are unable to do so – provides reimbursement for the value, where the legal preconditions are met.

9. Claims for defects

(1) To the extent that there is a defect in the supplied goods and the Dealer has fulfilled its obligations to inspect and make complaints about defects under Section 377 German Commercial Code (Handelsgesetzbuch, HGB), the Dealer may demand rectification through correction of the faults or subsequent delivery of a fault-free item by the Seller.

(2) If the legal conditions are met, the Dealer can assert further claims to a reduction of the purchase price (reduction) or withdrawal as well as for damages. Damages can be claimed only under the conditions laid out in Section 10.

(3) If after payment, no goods delivery has been received within six weeks, the Dealer must notify the Seller of this.

10. Liability

(1) Claims for damages by the Dealer, for whatever legal reason, as well as claims for reimbursement of expenses on a defect shall be excluded unless the cause of the damage was due to a grossly negligent or intentional breach of an obligation or an at least negligent breach of key contractual obligations. These are obligations, the fulfillment of which makes the proper performance of the contract possible in the first place and on whose fulfillment the Parties may ordinarily rely and/or obligations, the violation of which puts the achievement of the contractual purpose at risk. For these obligations, the liability is limited to the amount of the typically foreseeable damages.

(2) The above limitation of liability shall not apply to damages from loss of life, bodily injury or damage to health, to liability in accordance with the Product Liability Act or to the extent that the Seller has accepted a guarantee as an exception.

11. Limitation

(1) Contractual claims for damages and claims for reimbursement of needless expenditure based on a defect in the product, as well as the right, in accordance with Section 9(1), to demand subsequent delivery of a fault-free item, shall expire in one year from the transfer of risk. Sections 446, 447 of the German Civil Code, subject to Art. 2(1) Introductory Act to the German Commercial Code (EGHGB), shall apply in this regard.

(2) Paragraph (1) shall not apply in the case of a grossly negligent or intentional breach of an obligation or breach of key contractual obligations (cardinal obligations) as well as in the cases specified in Section 10(2). In such cases the statutory limitation periods shall apply.

12. Term and termination

(1) Standing orders shall apply for an indefinite time and can be terminated by either Party with a period of notice of three months before the initial issue date of a coin or a coin product.

(2) In the event of price changes for the standing order for coin products (individual coins or coin sets), or changes to these General Terms and Conditions, the contract may be terminated, in deviation from Paragraph (1), with a period of notice of four (4) weeks from receipt of the notification.

(3) The right of both Parties to terminate the contract for just cause remains unaffected. Default in payment shall also be deemed just cause, or if one Party culpably breaches a key obligation undertaken by it under this contract and does not stop the breach within the set period despite a warning with a reasonable period.

(4) The notice of termination shall be given in writing.

13. Prohibition of assignment, setoff, and retention of title

(1) The assignment of rights from contract under these GT&Cs and the transfer of these contracts as a whole by the Dealer requires the prior written consent of the Seller.

(2) Offsetting or retention by the Dealer against claims of the Seller from these contracts or associated non-contractual claims shall be acceptable only if the counterclaim has been verified or is undisputed.

14. Final provisions

(1) The Dealer shall immediately notify Münze Deutschland, 92626 Weiden, Germany in writing of any changes that affect the performance of the services (e.g. change of address for delivery) and the contractual relationship (change of name).

(2) Dealers with standing orders shall be notified of changes to the GT&Cs and prices by the Seller. To the extent that a written objection from the Dealer is not received by Münze Deutschland, 92626 Weiden, Germany within four weeks of receipt of the notification, these changes shall be deemed to have been accepted.

(3) German law shall apply to all legal relationships of the Parties, to the exclusion of the UN Convention on the International Sale of Goods.

(4) Cologne, Germany shall be the exclusive place of jurisdiction for legal disputes involving merchants, legal persons under public law, or special funds subject to public law resulting from contracts based on these GT&C.