



# General Terms and Conditions of Münze Deutschland (formerly the Official Sales Agency for Collector Coins) for Private Customers (updated: March 15, 2022)

## 1. Scope

- (1) These General Terms and Conditions (GT&Cs) apply to contracts with private customers (the "Customer") for the individual purchase and regular delivery of the coins and coin products offered by the Seller.
- (2) A private customer (Consumer) is any natural person who completes a legal transaction for purposes that are largely not attributable to either their commercial or self-employed activity.
- (3) The Party to this contract for all orders is Münze Deutschland in the Federal Office of Administration, Franz-Zebisch-Straße 15, 92626 Weiden, Germany (the "Seller").
- (4) The deliveries and services of the Seller shall be provided exclusively on the basis of these GT&Cs in the applicable version at the time when the order was placed.
- (5) Deviating individual agreements between the Parties to this contract shall take precedence over these GT&Cs, provided they were agreed in writing.
- (6) Conflicting or deviating terms and conditions of the customer shall apply only to the extent that the Seller has expressly agreed to them. Failure to reject the customer's notified GT&Cs shall not constitute consent.

## 2. Delivery program

- (1) The coins and coin products offered by the Seller are issued in a limited edition and are available from a specified issue date in each case.
- (2) The customer can order individual coins and coin products, or subscribe to selected products. When doing so, each customer can order a maximum of 10 coins or 10 coin products per issue.
- (3) If a coin or a coin product can be ordered prior to the specified issue date, customers may submit their order. Within a specified order period, if there are more customer offers than coins or coin products were issued, the seller can carry out an allocation procedure. The order period can last for two to six weeks depending on the offer.

## 3. Contract conclusion

- (1) The goods and prices depicted by the Seller merely represent requests to submit an offer for the conclusion of a purchase agreement by the customer, and not a legally binding offer.
- (2) With orders in the online shop, the customer can add products to their shopping cart without obligation and make corrections to the shopping cart at any time before submitting the binding order, by using the correction assistance that is provided for this purpose and is explained in the order process. By clicking on the order button, the customer submits a binding order for the goods in the shopping cart.
- (3) With orders placed using an order form, the customer can select the products for which they want to place a binding order. The customer submits a binding order when the order form is submitted and received by the Seller.
- (4) With individual orders of coins or coin products that have already been issued and for which no order period is running, the contract is made when the Seller accepts the customer order (offer in accordance with Section 145 German Civil Code). Acceptance shall take place within two weeks of receipt of the customer order, in the form of delivery of the confirmation letter or implicitly with the provision of service.
- (5) For coins or coin products that the customer has ordered within the order period before the issue date, and for which an allocation procedure (Section 2(3)) of these GT&Cs is intended, the customer shall receive at most the binding quantity ordered. The customer 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 two months, starting at the end of the last day of the order deadline. The offer shall be accepted within two weeks after the conclusion of the allocation procedure through the transfer of a payment request or a confirmation letter in which the customer is also informed about the number of coins or coin products allocated to them.
- (6) If a product is not available, the Seller shall immediately inform the customer of the non-availability. Unrequested monies shall be returned to the customer immediately.
- (7) In the case of a subscription, the Seller shall undertake to send binding purchase offers. For individual coins, this shall apply only if an order was placed before the coin's initial issue date or, if an order deadline is specified, before the end of the order deadline.

## 4. Right of cancellation

The customer has a 14-day right of cancellation. They shall receive a detailed cancellation policy in text form. There is no right of cancellation for the purchase of gold coins.

## 5. Purchase price and shipping costs

- (1) The prices specified at the time of the order shall apply to the conclusion of the purchase agreement. These prices are gross selling prices stated in euros. They include the currently applicable value added tax.
- (2) In addition to the sales price, shipping costs are calculated whose amount is based on the order value within Germany, or on the delivery area for international orders.

## 6. Delivery/shipment

- (1) The goods are delivered to the delivery address specified by the customer following receipt of payment. The customer may have the coins or coin products posted to another person (alternative product recipient). The goods are delivered by a shipping provider selected by the Seller. It is not possible to collect the goods yourself. Within Germany, the shipped products will be delivered personally to the customer or to a third party authorized by them from an order value of €55.01 and above.
- (2) Delivery time is 14 working days after receipt of payment and at the Seller's risk.
- (3) Products whose issue date is still pending will be sent within 14 working days after the official issue date.
- (4) If the coin shipment (apart from the shipment of gold coins) is not accepted by the customer within the postal storage period (currently seven working days) and the shipment is returned to the Seller, a repeat coin shipment shall be made after the customer pays the costs of a further delivery attempt. If a shipment is returned to the Seller three times, the delivery order shall be canceled and the money amount already transferred by the customer shall be reimbursed, minus the costs incurred by the Seller. The same applies if the coins notified to the customer are not requested again within eight weeks of a failed delivery attempt. At the time of the delivery attempts, the customer shall be notified of the effects of failure to request the items again within eight weeks or a return on the third delivery attempt. For international shipping, the Seller reserves the right to select similar shipping methods. The Seller can insist that the customer specify a suitable shipping method. The above regulation does not apply to the sending of gold coins.
- (5) Deliveries from subscriptions and individual orders shall largely be shipped separately.

## 7. Payment terms

- (1) Payment is to be made in advance. The Seller shall send the customer a payment request with the required details for the bank transfer. The customer agrees that when orders are placed via the online shop, payment requests and invoices will be sent to the specified email address in PDF format.
- (2) With selected products, and provided it is not their first order, the customer can also select payment via SEPA direct debit in addition to payment in advance. The products will be delivered after receipt of payment. Customers who have signed up for the SEPA direct debit procedure shall be notified in writing about the date of debit collection, at the latest two days prior to a debit collection (pre-notification). If the customer and account holder are not the same, the account holder shall also receive the notification. The customer is responsible for providing the contact details for the account holder that are required for this purpose. On the specified debit collection and due date, the account holder undertakes to ensure there are adequate funds in the relevant account.



(3) The customer shall reimburse all costs that the Seller incurs through direct debits that are not honored, or that are returned or returned without authorization through the fault of the customer, or due to return fees incurred for an unrequested bank transfer by the bank where the account is held.

(4) The Seller shall also be entitled to bill the customer for any additional expenses incurred, for which the customer is responsible (e.g. dunning costs for coin delivery).

**8. Retention of title**

The goods delivered shall remain the property of the Seller until they are paid in full.

**9. Warranty**

Unless expressly agreed otherwise below, the statutory warranty for defects shall apply.

**10. Liability**

(1) Claims by the customer for damages that were caused by the Seller or their vicarious agents 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 a key contractual obligation. 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 in writing as an exception.

**11. Term of the contract and termination of subscription contracts**

(1) Subscription contracts shall apply for an indefinite period of time and can be terminated by either Party without a period of notice.

(2) Notice of termination must be given in text form (e.g. e-mail).

**12. Offsetting ban**

Offsetting by the customer 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. This shall not apply to the customer's claims for rescission after the contract is revoked.

**13. OS platform**

EU platform for extrajudicial online dispute resolution: <http://ec.europa.eu/consumers/odr/>

The Seller is neither prepared nor obliged to participate in dispute settlement procedures before a consumer arbitration board.

**14. Final provisions**

(1) The place of performance of all deliveries is Weiden, Germany, to the extent that this is legally permissible.

(2) German law shall apply exclusively, to the exclusion of the UN Convention on the International Sale of Goods. In respect of international consumers, this governing law applies only to the extent that no mandatory legal provisions of the country in which the consumer is domiciled or habitually resident are restricted.

(3) If one or more clauses of these GT&Cs should, wholly or in part, become invalid, this does not affect the validity of the remaining provisions of the contract.