



## General terms and conditions of the federal mint, Swissmint

January 2017 edition

### 1. Scope of application

These general terms and conditions (hereinafter referred to as GTC) govern the relationship between customers (hereinafter referred to as the customer) and the federal mint (hereinafter referred to as Swissmint) for the sale of or subscription to collector coins and numismatic special products (hereinafter referred to collectively as products). They form an integral part of the contract entered into between the customer and Swissmint.

### 2. Product range

The Swissmint product offerings do not constitute offers to sell. New products are advertised by Swissmint in an appropriate manner. It is possible for the products to differ from the advertisement in terms of colour or other features, but this shall not give the customer any right to the rescission of purchase contracts.

Publication normally appears prior to the first day of issue of the respective products. In exceptional cases, it may also occur after this date.

Mintages of collector coins will be published at the latest after the selling period has ended. Products are sold while stocks last but not beyond the end of the respective selling period. It is not possible to obtain products on approval.

The right is reserved to make subsequent changes to the offering at any time, and likewise correct any errors in the price list or product description and declaration. Errors in the advertisement of the products do not give the customer any entitlement whatsoever to actual delivery of the products at the published price.

### 3. Sale of products

Products are sold via the distribution channels of Swissmint or its corresponding sales partners while stocks last and without any possibility of ordering or reserving products before publication.

### 4. Ordering products

#### a) Placing orders

Customer orders are deemed to be offers vis-à-vis Swissmint. Orders can be placed in

writing, by telephone or via the e-shop once the products have been published. If the information and names supplied are unclear, the customer may be contacted for clarification purposes. Contract conclusion occurs when Swissmint issues the bill or confirms the order electronically.

#### b) Changes to orders

Changes to orders must be notified in writing or by e-mail and will be accepted so long as the bill has not been paid. If the customer has already received the bill, both the bill and the changes to the order must be submitted to Swissmint. It is not possible to make changes to e-shop orders paid for with a credit card (MasterCard/Visa) or PostFinance card.

#### c) Reducing orders

Orders are handled as they are received by Swissmint. In individual cases, in particular in the case of limited edition mintages, Swissmint reserves the right to cancel orders or reduce them proportionately. In the event of cancellations, any money already paid by the customer will be refunded. Further customer claims are excluded. In the event of significant changes to an order, Swissmint will inform the customer and give him/her the possibility of immediately withdrawing from the contract in writing.

#### d) Prices

The prices published by Swissmint are indicated in Swiss francs and include VAT for products subject to VAT. For customers domiciled outside Switzerland, VAT and customs duties are calculated at the rates prevailing in the respective country of destination (the recipient's domicile). Postage, delivery charges and insurance costs are charged in addition for foreign customers. Swissmint reserves the right to make price changes.

#### e) Lapsing of orders

If the customer does not pay the invoice amount in full within 30 days after receipt, the order will lapse without any further notification and without compensatory damages on the part of Swissmint.



## 5. Paying for ordered products

### a) Methods of payment

The customer can use the invoice issued to pay by bank or post office transfer; e-shop orders can be paid for with a credit card (MasterCard/Visa) or PostFinance card. Only advance payment in Swiss francs is accepted. The invoice amount can be paid by bank or post office transfer using the enclosed payment slip in Switzerland, or by indicating the account details for customers outside Switzerland.

### b) Invoice amount and payment deadline

The invoice amount is indicated in the invoice or the e-shop order confirmation. Invoices are to be paid within 30 days of receipt. E-shop orders are payable immediately.

### c) Payment conditions

In each case, the customer's payment documents must bear the name, address and customer number.

## 6. Subscriptions

### a) Taking out a subscription

By signing and taking out a subscription, the purchaser makes a binding request to conclude future purchase contracts. Subscriptions may be taken out at any time with effect from the next issue date by sending Swissmint a completed and signed subscription order form. A subscription may only be taken out for specified collection formats of the listed products. Subscriptions cannot come into effect retroactively. If products from earlier mintages are still available, they may be ordered from the "order list".

### b) Changing and cancelling subscriptions

Changes to subscriptions must be made in writing and may be made at any time. They come into effect on the next issue date. However, Swissmint reserves the right to limit or reject short-term and unusually large standing orders and/or increases. Subscriptions may be cancelled in writing at any time. Swissmint may, at any time, withdraw from the purchase contract without any obligation to provide compensation and cancel subscriptions if payment is not made within the deadline (cf. point 5e).

## 7. Delivery of products

Orders will be sent by registered post to the most recent address provided by the customer. In the absence of instructions to the contrary, deliveries to existing customers are executed in the same way as previous orders. Orders cannot be delivered together with subscription consignments. Cash on delivery is not available.

All products will be delivered only after full invoice payment but at the earliest after the issue date (cf. point 5). Coins will be sent insured. Special dispatch requests cannot be accommodated. Insurance and postage costs will be borne by the purchaser in the case of foreign customers. Transport risks are borne by the seller. Any foreign taxes, duties or charges must be paid by the purchaser in the recipient country. Swissmint declines all liability for customer conduct that is not in compliance with foreign legislation.

## 8. Complaints and exchange of products

### a) Complaints

Complaints concerning deliveries must be submitted within 7 days of receipt of the consignment enclosing the unsatisfactory products and a copy of the invoice. Returns are at the expense and risk of the customer. If the goods delivered do not correspond to those ordered, Swissmint will pay the ensuing postage costs.

### b) Exchanges

Unsatisfactory products will be exchanged by Swissmint, providing the required number of replacement items is available. Swissmint reserves the right to reject requests for replacement if no recognisable quality shortcomings are established or if the quality of the product returned by the customer is significantly reduced. Claims against Swissmint beyond the replacement of products or the cancellation of individual orders are excluded.

### c) Non-delivery of products paid for

Complaints regarding non-delivery or only partial product deliveries must be submitted to Swissmint in writing within 30 days of the payment date (value date).



## 9. Costs

The actual postage costs relating to a second delivery attributable to the customer, but at least CHF 10, must be paid by the customer. Should a refund which is attributable to the customer be required (e.g. as a result of a double payment or overpayment of the invoice amount), handling charges of CHF 10 will be deducted.

## 10. Data protection

Swissmint is authorised to process the personal data required for commercial transactions. This data is treated confidentially and is not disclosed to third parties. Use of Swissmint's e-shop is via an open network, the Internet. The customer is aware that this is an open network which is accessible to everyone. Only the payment process is encrypted.

## 11. Liability

Swissmint expressly declines all liability for damages caused by orders that are delayed or not received, delayed delivery of products or incorrect product descriptions, illustrations or price details. In the event of damage in transit, the purchaser is entitled only to the payments made by the transporter to Swissmint. Moreover, Swissmint is not liable for any damage that could arise as a result of using the Internet-based e-shop. In all other cases, Swissmint's liability in the event of gross negligence is limited. In particular, Swissmint is not liable for third-party claims for compensatory damages or other claims, or for consequential damages or damages due to loss of profit, unrealised profits, unrealised savings or loss of earnings.

## 12. Severability

Should one or more of these provisions be invalid, incomplete or ineffective, this will not affect the binding nature of the remaining provisions. In such case, Swissmint will replace the invalid, incomplete or ineffective provision(s) with provisions that come as close as possible to the intent of the original provision(s).

## 13. Changes to the GTC

Swissmint may amend the GTC at any time. Changes will be communicated to the customer in the customer magazine "Heads or Tails" or in another suitable manner. They are deemed to have been accepted unless the

customer contests them in writing within one month.

## 14. Applicable law and place of jurisdiction

The place of jurisdiction and place of performance is **Bern**, Switzerland. In all other cases, the contractual relationship shall be subject exclusively to Swiss law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

## 15. Authoritative version

The GTC are issued in English, French, German and Italian. In the event of contradictions or lack of clarity, the German version is the authoritative version.

Bern, 1 January 2017