

GENERAL TERMS AND CONDITIONS



FOR CONSUMERS

Status: February 2025

1 GENERAL PROVISIONS

1.1 SCOPE OF APPLICATION

These General Terms and Conditions (GTC) of philoro EDELMETALLE GmbH apply if you are a consumer (= end customer) and conclude a contract with us via our online store or another form of distance selling.

A consumer is an individual who enters into a legal transaction, i.e., makes a declaration of intent regarding a legal matter, and this transaction is not related to the operation of their business.

1.2 CONTRACT LANGUAGE

The contract language is German.

1.3 PRICES

All prices are total prices and include all taxes, including sales tax and duties, but exclude shipping costs. You can find the shipping costs here: <https://philoro.at/hilfe/versandkosten>.

1.4 NOTICE ON THE PRICE FLUCTUATION OF PRECIOUS METALS

Please note that precious metal prices are subject to market fluctuations beyond our control, and we cannot predict future price developments.

1.5 ONLINE STORE

If you wish to submit an offer to us via our online store (i.e., place an order), this is only possible if you have completed all mandatory fields marked with *. If any required information is missing or we are unable to process your order for any other reason, you will receive an automated error message. Before finalizing your order, you will have the opportunity to review and correct it. Additional information and assistance are available during the ordering process.

Once the ordering process is complete, you will receive an order confirmation from us. Please note that this does not yet constitute acceptance of your order.

1.6 NOTICE ON THE STORAGE OF ORDER DATA

Your order will be stored by us and can be accessed by registered users in the user portal of our online store under the respective order number.

If you placed your order in our online store as a guest, you will not be able to access it later. If you wish to retrieve your order details after completing the order process, you can request them from us via phone or email.

The other documents related to your order (order confirmation, invoice, delivery note) will be stored by us but are not accessible through our online store. These documents will be sent to you via email or included with the shipment. If you need to access these documents again after completing your order, you can request them from us via phone or email by providing your name and order number.

1.7 INFORMATION ON THE EXISTENCE OR NON-EXISTENCE OF A RIGHT OF WITHDRAWAL

1.7.1 EXCLUSION OF THE RIGHT OF WITHDRAWAL

For the conclusion of distance or off-premises contracts, reference is expressly made to § 3 (3) no. 4 of the Consumer Protection Act (KSchG) in conjunction with § 18 (1) no. 2 of the Act on Distance and Off-Premises Transactions (FAGG), which stipulates that consumers do not have the right of withdrawal for contracts concerning goods or services whose price depends on financial market fluctuations, which are beyond the business's control and can occur during the withdrawal period.

The right of withdrawal does not apply to precious metal bars and coins, regardless of size and denomination, as well as products that are manufactured according to customer specifications. This exclusion of the right of withdrawal applies both to the sale and purchase of such goods.

1.7.2 RIGHT OF WITHDRAWAL FOR OTHER GOODS

For purchases of goods other than those listed in section 1.7.1, such as accessories or gift items purchased through our online store, you can

withdraw from the purchase within 14 days without providing a reason. The withdrawal period begins for such contracts:

- on the day you or a third party nominated by you, not acting as a carrier, takes possession of the goods,
- if you have ordered multiple goods in one order that are delivered separately, the withdrawal period begins on the day you or a third party nominated by you, not acting as a carrier, takes possession of the last item,
- for goods delivered in multiple shipments, the period begins on the day you or a third party nominated by you, not acting as a carrier, takes possession of the last partial shipment,
- for contracts concerning the regular delivery of goods over a fixed period, the period begins on the day you or a third party nominated by you, not acting as a carrier, takes possession of the first delivered item.

The declaration of withdrawal does not require any specific form. The intent to withdraw must be clearly evident from your declaration. The sample withdrawal form according to Annex I, Part B of the FAGG can also be used for the withdrawal. This is available online at <https://rb.gy/zgaear> ('B. Sample Withdrawal Form').

Sample Withdrawal Form

(If you wish to withdraw from the contract, please complete this form and return it)

- To: philoro EDELMETALLE GmbH, Währingerstraße 26, 1090 Vienna, T: +43 (0) 505 79 1000, info@philoro.com
- I/We hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)
- ordered on (*) / received on (*)
- Name(s) of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only required for notices provided by mail or fax)
- Date

(*) delete as applicable.

For the exercise of the right of withdrawal, the following applies:

You must return the received goods to us immediately, but no later than within 14 days of submitting the declaration of withdrawal. The retrieval period is met if the goods are dispatched within the deadline period.

The direct costs of returning the goods are to be borne by you. The return shipping costs vary depending on the goods and their value (as a reference, the delivery costs you paid for the shipment can be used).

1.8 PRIVACY POLICY

You voluntarily provide the personal data necessary for the fulfillment of the contract. However, the purchase contract cannot be concluded if you do not provide your personal data. The requirement to collect and process personal data arises from the fulfillment of the purchase contract in question. You can find our privacy policy at: philoro.at/datenschutz.

2 TERMS OF SALE

2.1 CONTRACT CONCLUSION

Offers made by us on the internet or in any other medium constitute a non-binding invitation to submit a corresponding purchase or sales offer to us. If, after completing the ordering process in our online store, you click the 'Place Binding Order' button, you lock in the price and submit a binding offer to enter into a purchase contract for your order. You are bound by your offer for two business days from the time we receive it (Saturdays, Sundays, and public holidays in Austria are not considered business days). Your statutory right of withdrawal (cancellation right) remains unaffected. After submitting your offer, you will automatically receive an order confirmation from us. This confirmation includes the relevant details of your purchase or sale. However, the order confirmation does not constitute acceptance of your offer by us.

GENERAL TERMS AND CONDITIONS



FOR CONSUMERS

Status: February 2025

The contract becomes legally binding if we accept your offer orally, by telephone, or in writing (including via email, order confirmation, or invoice) within the two-business-day period.

2.2 PAYMENT TERMS

Payment for goods is made in advance. The invoice amount becomes due upon our acceptance of your offer and must be paid within 5 days. Unless you selected „Cash Payment upon Pickup“ during the ordering process, payment must be made by a final and unconditional credit to our account. For bank transfers, it is sufficient if you initiate the transfer order on the due date.

2.3 DEFAULT AND WITHDRAWAL FROM THE CONTRACT

If you do not pay the invoice amount within the period specified under Section 2.2 (‘Payment Terms’), you will be in default without the need for further notice. In the event of default, the statutory default interest rate of 4% per year applies. If you are in default, we are entitled to withdraw from the contract without setting an additional grace period. If we withdraw from the contract and you are at fault, we have the right to claim damages. These claims cover any losses incurred from holding the goods you ordered due to market price fluctuations from the time the purchase contract was concluded. If shipment is delayed at your request, the risk transfers to you from the moment we declare the goods ready for shipment. The risk also transfers to you if you are in default.

2.4 SHIPPING

Unless otherwise agreed, we will ship the goods you ordered no later than five business days after the purchase amount has been credited to our bank account. Any deviations from standard delivery times will be indicated on the respective product page in our online store. The shipping costs are at your expense. You can find the shipping costs on our website under philoro.at/hilfe/versandkosten. The shipping costs will also be displayed before you submit your order. When we ship the goods, the risk of loss or damage transfers to you only when the goods are delivered to you or to a third party designated by you who is not the carrier. However, if you arrange the shipping contract yourself without using one of our recommended shipping options, the risk transfers to you once the goods are handed over to the carrier.

2.5 PARTIAL SHIPMENTS

For insurance reasons, we are entitled to make partial shipments if you purchase multiple items and the total price exceeds €10,000. However, under no circumstances are we permitted to deliver different sizes, versions, or weight compositions than those you ordered.

2.6 RETENTION OF TITLE

The goods remain our property until full payment of the purchase price has been made.

2.7 WARRANTY AND CONTACT INFORMATION FOR COMPLAINTS

The statutory warranty provisions apply. The warranty period for the delivery or handover of movable goods is 2 years from the date of receipt. Claims based on statutory warranty rights or other complaints can be submitted using the contact information provided in our legal notice (philoro.at/impressum).

2.8 MONEY LAUNDERING AND COUNTERTERRORISM

For cash transactions with a value of €10,000 or more, we are required to verify the identity of our contracting partner and any beneficial owner. If you do not comply with this obligation, we are required to refuse the transaction. If any information you have provided to us under anti-money laundering due diligence obligations changes during the course of the business relationship, you are required to notify us immediately (e.g., a change in the beneficial owner).

3 PURCHASE CONDITIONS

3.1 GENERAL PROVISIONS, SCOPE OF APPLICATION

If you wish to sell goods to us, the following provisions apply.

3.2 CONTRACT CONCLUSION

You may submit an offer to sell goods to us through our online store. To do so, select one or more products you wish to sell and complete the purchase process in our online store. By clicking the ‘Sell Now’ button, you lock in the price at which you wish to sell the goods to us and submit your offer. Your offer is binding for two business days from the time we receive it (Saturdays, Sundays, and public holidays in Austria are not considered business days). You guarantee that the goods you wish to sell to us match the product selected in our online store and are free of defects (minor signs of use do not count as defects). By submitting the sales offer, you declare that you hold full and unencumbered ownership of the goods offered for sale, are authorized to sell them, and can provide supporting documents if requested. After you submit the sales offer, you will receive an automated confirmation from us. This confirmation includes the relevant details of your offer but does not constitute acceptance of your offer. A legally binding contract is formed if we accept your offer orally, by telephone, or in writing (including by email or by sending an order confirmation) within the two-business-day period mentioned above.

3.3 DELIVERY OR SHIPMENT OF GOODS TO US

Depending on the option you select during the sale process in our online store, you may deliver the goods you wish to sell to one of our branches or send them to us by mail. You must deliver or ship the goods to us within five business days. For shipments, it is sufficient if you hand the goods over to the carrier on the last day of this period. You bear the costs and risks associated with delivery or shipment.

3.4 PAYMENT TERMS

If the goods you send us match your offer and are free of defects, we will transfer the purchase price to your account within one week or, by special agreement, pay you in cash at the branch you selected. If the goods you send us do not match your offer or are defective, we will contact you immediately to discuss the next steps.

4 FINAL PROVISIONS

4.1 CHOICE OF LAW

Contracts concluded based on these terms and conditions, including all aspects of their formation, validity, and enforcement, shall be governed by Austrian substantive law, excluding its conflict of law rules. Moreover, the application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. A complaint can be submitted directly to info@philoro.com. You also have the option to contact the EU Online Dispute Resolution platform at: ec.europa.eu/odr.

4.2 PLACE OF JURISDICTION

The general jurisdiction for claims by or against a consumer at the time of contract conclusion with us in Austria remains applicable, even if the consumer relocates their residence abroad after the contract is concluded, and Austrian court decisions are enforceable in that country.