

General Terms and Conditions of Münze Österreich AG

As of: March 2026

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1. General

1.1. General provisions and scope of application

1.1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to all business relationships between the Customer and Münze Österreich AG in connection with

- a) Contracts for the purchase of coins and goods from Münze Österreich AG (hereinafter also referred to as "purchase contract");
- b) Subscriptions for the regular purchase of coins and goods from Münze Österreich AG (hereinafter also referred to as "subscriptions") as well as gold savings plans for the regular purchase of precious metal coins or bars (hereinafter also referred to as "gold savings plans");
- c) Contracts for the storage of various Precious Metal Investment Products from Münze Österreich AG (hereinafter also referred to as "Gold Depot Agreements") concluded between Münze Österreich AG (hereinafter also referred to as "Custodian") and the Customer (hereinafter also referred to as "Depositor"); and/or

d) Contracts for the purchase of "Vienna Philharmonic 1oz" precious metal coins by the Customer in the form of instalments (hereinafter also referred to as "Gold Reserve Agreements").

1.1.2. These General Terms and Conditions are agreed between the Customer and Münze Österreich AG and are binding for all business transactions with Münze Österreich AG within the scope of the business relationships listed under 1.1.1 (hereinafter generally referred to as "contracts"). The General Terms and Conditions can be viewed, saved and printed by the Customer at any time at <https://www.muenzeoesterreich.at/eng/legal/terms-conditions> or viewed at the business premises of Münze Österreich AG, Am Heumarkt 1, 1030 Vienna (hereinafter also referred to as "business premises").

1.1.3. The general provisions of these GTC apply to all contracts referred to in section 1.1.1. Insofar as these are general provisions, the term "product" is also used to describe the respective products of the individual contract types in general. Provisions that apply specifically to one type of contract are summarised in separate sub-sections.

1.1.4. However, specific contract documents (e.g., Gold Reserve Agreement, Gold Depot Agreement) may also exist for individual contracts. This also includes any selections made by the Customer during the ordering process or specifications that are deemed to have been agreed upon acceptance of the order by Münze Österreich AG, are summarised in the order confirmation as supplementary contract documents and thus take precedence over the General Terms and Conditions.

1.1.5. In the event of contradictions, the following order of priority applies:

- a) Specific contractual document (1.1.4)
- b) Special provision for a specific type of contract in the GTC
- c) General provision in the GTC

1.1.6. The contractual partner for all contracts is Münze Österreich AG, with its registered office in Vienna and business address at Am Heumarkt 1, 1030 Vienna, registered in the commercial register of the Vienna Commercial Court under FN 55543 g.

1.1.7. Customers may only be natural persons of legal age and legal capacity who are consumers within the meaning of § 1 KSchG (Consumer Protection Act). For the effective conclusion of a Gold Depot Agreement, it is also required that the Customer has his/her domicile or habitual residence in a member state of the European Union. For the effective conclusion of a gold reserve agreement, it is also required that the Customer has their place of residence or habitual abode in Austria or Germany.

1.1.8. If a distinction is made between investment products and non-investment products in the General Terms and Conditions, the following applies:

- 1.1.8.1. Investment products are all products offered by Münze Österreich AG whose price depends on the current market price of the precious metal (hereinafter

also referred to as "Precious Metal Investment Products"). The prices of Precious Metal Investment Products may change continuously throughout the day. Precious Metal Investment Products include, in particular, Vienna Philharmonic coins, commercial gold coins and gold bars.

1.1.8.2. Non-investment products are all other products offered for sale by Münze Österreich AG that are not Precious Metal Investment Products.

1.1.9. All personal references contained in these General Terms and Conditions are to be understood as gender-neutral.

1.2. Fee adjustment by reference to the Consumer Price Index (CPI)

1.2.1. Unless expressly agreed otherwise in the specific contract documents, in the case of Gold Depot and Gold Reserve Agreements, the value stability of the recurring fees to be paid by the Customer (as Depositor under a Gold Depot Agreement) in euros in accordance with the specific contract documents (1.1.4) shall be adjusted in accordance with the consumer price index 2020 ("CPI 2020") published monthly by Statistics Austria. The current values of the consumer price index are available on the Internet at "<http://www.statistik.at>". If the CPI 2020 is no longer published, the successor index announced by Statistics Austria (or its successor authority) as the successor to the CPI 2020 shall apply in its place. If no successor index is published, the value shall be adjusted in accordance with the Harmonised Index of Consumer Prices of the European Union (HICP). If this is also no longer published, the value shall be adjusted in accordance with the successor index to the HICP.

1.2.2. The CPI 2020 index figure is used to calculate the value adjustment. Prices are adjusted once a year on 1 April. The adjustment is based on the change in the CPI 2020 index figure from November of the previous year compared to November of the year before that.

1.2.3. The first adjustment takes place on 1 April of the year following the conclusion of the contract and is based on the change in the index figure published for November of the year in which the contract was concluded compared to November of the previous year. An initial adjustment is therefore possible at the earliest four months after the conclusion of the contract.

1.2.4. The fees are adjusted upwards or downwards in line with the change in the relevant index figures (they increase when the index figures rise and decrease when the index figures fall). Münze Österreich AG is obliged to reduce the fees if a corresponding reduction results from a comparison of the index values. This means that if the consumer price index falls compared to the previous year's index, the fee will be reduced accordingly. Münze Österreich AG will notify the Customer of any change in the fee to be paid by the Customer in accordance with this point at least four weeks in advance by email and will provide a detailed comparison (old – new).

1.3. Changes to the General Terms and Conditions (GTC)

- 1.3.1. Münze Österreich AG reserves the right to amend the contractual provisions agreed with the Customer (including the fee [unless point 1.2 applies]) under the conditions set out in these General Terms and Conditions, at the earliest two months after conclusion of the contract.
- 1.3.2. The Customer shall be notified of such changes at least four weeks in advance. The Customer may object to the changes notified in this manner within four weeks in writing, in the case of e-mail to the e-mail address verkauf@muenzeoesterreich.at, or by letter to the address Am Heumarkt 1, 1030 Vienna. In the email regarding the changes to these GTC, Münze Österreich AG will expressly inform the Customer of the specific changes, the possibility of raising an objection and the four-week objection period, and will point out that failure to raise an objection within the four-week objection period shall be deemed to constitute implied consent to the notified changes to the GTC.
- 1.3.3. If the Customer does not exercise their right to object, the new GTC shall be deemed to have been agreed upon after the expiry of the four weeks or a longer period specified in the first notification.
- 1.3.4. In the event of an objection, both the Customer and Münze Österreich AG shall be entitled to terminate the contract in the ordinary manner. Termination may therefore take place at the next possible date in compliance with the contractually stipulated notice period. If neither party exercises this right, the contract shall not terminate and the previous provisions of the General Terms and Conditions prior to the changes shall continue to apply, unless and to the extent that this is contrary to mandatory statutory provisions. If, in the meantime, statutory provisions have come into force that conflict with individual provisions of the previous General Terms and Conditions, the respective statutory provisions shall apply.
- 1.3.5. Changes may only be made if they are reasonable and necessary. Changes are reasonable in particular if they do not cause any significant disadvantages for the Customer, leave the purpose of the contract and the main performance obligations unchanged and enable the Customer to continue using the service under comparable conditions. Changes are necessary in particular if they serve to implement statutory, administrative or judicial requirements. This includes, in particular, the following changes:
- Changes to implement legal changes or official or court requirements that directly affect the business area of Münze Österreich AG; or
 - Changes for technical or system-related innovations for security reasons to protect the rights of customers; or
 - Changes to ensure the functionality and integrity of the services of Münze Österreich AG; or

- to improve or further develop the services of Münze Österreich AG on the basis of objective criteria, such as increasing data security or optimising user-friendliness.

2. Customer account

2.1. General information and Customer data

2.1.1. In order to conclude a purchase contract via the online shop, a subscription, a gold savings plan, a Gold Reserve Agreement, a Gold Depot Agreement or for the duration of any other ongoing contractual relationship with Münze Österreich AG, the Customer requires a customer account with Münze Österreich AG, whereby the existence of the customer account is independent of the existence of an ongoing contractual relationship. The customer account can only be viewed online. To open a customer account, the following information in particular must be provided truthfully:

- Name
- Delivery address
- Email address

2.1.2. In the event of a change to this data, it can be changed by the Customer directly via the customer account. If the Customer has already been identified on site at the business premises or via an online procedure (3.1), the Customer must notify Münze Österreich AG of any changes to this data in writing by email to verkauf@muenzeoesterreich.at or by letter to the address Am Heumarkt 1, 1030 Vienna. If the Customer fails to notify Münze Österreich AG of changes to their delivery address or email address, written declarations from Münze Österreich AG shall be deemed to have been received as soon as they have been sent to the last address or email address provided by the Customer to Münze Österreich AG. The fiction of receipt shall only apply if the Customer fails to comply with their obligation to cooperate in updating the data. In this case, the Customer bears the risk that statements from Münze Österreich AG will not reach them in good time. Failure by the Customer to notify changes of address may result in deadlines being missed or other legal consequences for which the Customer themselves is responsible.

2.1.3. A customer account is exclusively for the person who opened it. It is not possible to maintain an account in the name of or for more than one person.

2.1.4. As part of the online registration process, the Customer shall choose a username and a suitable password and keep it confidential. Münze Österreich AG shall not be liable for any damage arising from the disclosure of the password, unless such damage was caused by Münze Österreich AG intentionally or through gross negligence. When a Customer logs in, Münze Österreich AG can only check whether the combination of username and password is correct and whether the password matches the password chosen by the customer. Münze Österreich AG has no further obligation to check. Anyone who logs into the customer account with the customer's access data is deemed to be authorised to make legally binding declarations on behalf of the customer. However, the Customer

shall not be liable if it can be proven that access was gained by unauthorised third parties without the customer's involvement.

2.1.5. During the registration process, the Customer is informed about the processing of data in accordance with Art. 13 GDPR. The current information on this subject (privacy policy) can also be viewed at any time on the website of Münze Österreich AG.

2.1.6. Münze Österreich AG reserves the right, in particular if required by developments in data protection law, to introduce and use additional security measures, such as two-factor authentication (2FA), for access to the customer account at any time. Münze Österreich AG will inform the Customer of this in good time.

2.1.7. Münze Österreich AG reserves the right to refuse a customer's registration for a customer account if these General Terms and Conditions are violated or legal requirements are breached, or if such a refusal is otherwise in the interest of Münze Österreich AG and outweighs other interests when weighing up the interests involved.

2.2. Communication

2.2.1. Münze Österreich AG is entitled to send messages to the Customer at the email address stored in the customer account, provided that the Customer agrees to this when concluding the contract.

2.2.2. In the event of a telephone enquiry from the Customer regarding the customer account, Münze Österreich AG reserves the right to respond to such enquiries by email.

2.2.3. **Customer declarations:** All declarations made by the Customer to Münze Österreich AG must be made in writing (by letter), by email or in accordance with the options provided for this purpose via the customer account. The Customer has the option of receiving information regarding the contracts and submitting the required notifications via the customer account, in writing (by letter) or by email. Enquiries or notifications from the Customer to Münze Österreich AG can be submitted or made via the customer account, in writing (by letter) or by email to (info@muenzeoesterreich.at). The email address of Münze Österreich AG can also be found on the Münze Österreich AG website.

2.2.4. **Declarations by Münze Österreich AG:** Legally binding declarations by Münze Österreich AG that have adverse legal consequences for the Customer, such as the declaration or threat of termination of a contract, must be made in writing, whereby an email to the email address last provided by the Customer is sufficient, provided that the Customer expressly agrees to this when completing the Customer registration process.

2.3. Account suspension and termination of the customer account

2.3.1. Münze Österreich AG is entitled to block access to the customer account at any time for important reasons, in particular in the event of suspected misuse, unauthorised use or security risks, of which Münze Österreich AG will inform the Customer immediately, insofar as legally permissible, in writing (by letter) or by email. The Customer is entitled to request an immediate review of the block, and Münze Österreich AG will lift the block as soon as the reasons no longer exist.

2.3.2. Both the Customer and Münze Österreich AG have the right to terminate the customer account at any time, whereby the customer account cannot be closed as long as a continuing obligation is still active; the customer account can therefore only be closed once all continuing obligations between the Customer and Münze Österreich AG have been completely terminated. Termination of one or all continuing obligations does not automatically result in termination of the customer account; the customer account must be terminated separately. Although termination of the customer account may take place at the same time, the actual closure of the customer account will only take place upon complete termination of all continuing obligations.

2.4. Liability

2.4.1. Münze Österreich AG is not liable for any damages that may arise from the blocking or termination of the customer account, unless they were caused by it intentionally or through gross negligence.

3. Money laundering regulations

3.1. Due to legal provisions for the prevention of money laundering and other legal provisions, Münze Österreich AG may require the Customer to provide identification. If such identification is necessary, Münze Österreich AG will notify the customer. Identification can be carried out on site at the business premises of Münze Österreich AG or by means of an online procedure selected by Münze Österreich AG (online authentication within the customer account area), for which Münze Österreich AG uses a third party. Union citizens within the meaning of Article 20 (1) TFEU and nationals of a Schengen area country must identify themselves with a valid (i) passport, (ii) identity card or (iii) driving licence. Third-country nationals must present a valid passport for identification purposes. Münze Österreich AG is free at any time to restrict or extend the possibilities and, in particular, the requirements for identification in accordance with changes in the law.

3.2. If there is an identification requirement in accordance with point 3.1, the Customer must be clearly identified before the respective contract or transaction is concluded. Subsequently, Münze Österreich AG is legally obliged to continuously monitor the business relationship, including reviewing the transactions carried out in the course of the business relationship, and to keep the relevant documents, data or information up to date.

3.3. The Customer is obliged to fully support Münze Österreich AG in fulfilling its legal obligations and to provide the necessary documents.

3.4. In the event of suspected money laundering, Münze Österreich AG is obliged to inform the Money Laundering Reporting Office of the Federal Criminal Police Office and to take any necessary steps and measures required by additional or amended legal provisions. Münze Österreich AG is not liable for any damages that may arise for the Customer as a result, unless they were caused by it intentionally or through gross negligence.

4. Offer, order and conclusion of contract

4.1. Offers from Münze Österreich AG

4.1.1. Offers made by Münze Österreich AG are non-binding unless they are expressly designated as binding. Münze Österreich AG is not bound by a non-binding offer and may revoke it at any time until the contract is concluded (point 4.2.3).

4.2. Ordering and conclusion of contract

4.2.1. Contracts can be concluded both online and at the business premises of Münze Österreich AG in accordance with the provisions of the section entitled "2.1.1". Contracts can be concluded in German or English.

4.2.2. For online orders, the Customer must add the products to the shopping basket. Before placing a binding order, the Customer will receive an overview of the order. The price stated in the order overview for Precious Metal Investment Products is valid for 15 minutes from the time it is displayed in the order overview. If the online ordering process for an order that includes a Precious Metal Investment Product is not completed within this period, the ordering process will be cancelled and an updated price will be displayed for the Precious Metal Investment Product, if it is still available.

4.2.3. By clicking on the "Order with obligation to pay" button or a similar button, the Customer submits a binding offer to conclude a contract with the corresponding content. Unless a separate contract document is provided for the conclusion of a contract, the contract is concluded when Münze Österreich AG sends the order confirmation. The order confirmation and, if applicable, the specific contract documents are stored by Münze Österreich AG, sent to the Customer by email to the email address last provided by the customer, and are available to the Customer in their order overview in their customer account.

4.2.4. Münze Österreich AG may accept orders only within the limits of available quantities (e.g. limited editions). Münze Österreich AG reserves the right to reject orders without stating reasons or to accept an order only in respect of part of the quantity ordered. Any such rejection does not entitle the Customer to compensation or to any other claim of any kind, unless the damage was caused by Münze Österreich AG through gross negligence or wilful misconduct.

4.2.5. The maximum order values for online orders set by Münze Österreich AG apply per Customer and per order and can be viewed at <https://www.muenzeoesterreich.at/eng/info-centre/online/country-list>. In addition, the maximum quantities are displayed in the online shop for the relevant product.

4.3. Customer card for Gold Depot Agreement

4.3.1. After concluding a Gold Depot Agreement, the Customer receives a customer card that only shows the deposit number and customer number with a barcode. The customer card is used to quickly assign the Customer to their customer account in the business premises.

For the security of customers, identification solely via the customer card is not possible; the presentation of official photo ID or other proof of identity specified in the agreement remains necessary.

5. Terms of payment

5.1. General

5.1.1. All payments to Münze Österreich AG must be made in euros and without any deductions. The delivered goods remain the property of Münze Österreich AG until full payment has been made (retention of title). The Customer is obliged to treat the goods subject to retention of title with care and to inform third parties of any rights of Münze Österreich AG.

5.1.2. Any statutory value added tax will be invoiced at the applicable rate. If value added tax is applicable, prices will be quoted inclusive of this tax.

5.1.3. Payments by the Customer shall be made to the account specified on the relevant order confirmation or invoice or in the respective other contract.

5.2. Payment methods

5.2.1. The available payment methods for all contracts and the associated requirements are, unless otherwise specified in an individual contract, available on the website (www.muenzeoesterreich.at) and at the business premises of Münze Österreich AG, or can be requested at the business premises.

5.2.2. Any change in the payment method, if permitted, and any change in bank details must be notified to Münze Österreich AG. In the period from the beginning of the fifth working day before to the end of the fifth working day after a payment date, it is no longer possible to change the payment method or bank details. The Customer must ensure that the payment method details are up to date during the term of the continuing obligation and, where a direct debit procedure has been set up, that debiting is possible at the specified times.

5.2.3. Münze Österreich AG reserves the right to expand or restrict the payment methods. Customers are not entitled to a specific payment method. Münze Österreich AG does not accept payment by prepaid credit cards.

5.2.4. Münze Österreich AG may use suitable third parties (payment service providers) to process payments, to which the Customer hereby gives their express consent.

5.3. Legal consequences of late payment

5.3.1. Payments not received in full shall be deemed partial payments and shall be credited against the Customer's oldest liability, regardless of any other designation. This means that, unless otherwise agreed, payments made by the Customer shall always be credited against the oldest outstanding liability. A different allocation is possible if the Customer

expressly notifies this in writing. In this case, the products remain the property of Münze Österreich AG until full payment has been received.

5.3.2. If the Customer is in default of payment, default interest of 4% p.a. shall be payable. Furthermore, Münze Österreich AG may, in the event of fault on the part of the customer, claim compensation for other damages caused by the customer, in particular the necessary costs of appropriate extrajudicial collection and recovery measures. In addition, in the event of a payment delay exceeding six weeks, Münze Österreich AG shall be entitled, after setting a 14-day grace period with a corresponding warning, to (i) rescind the concluded contract and unwind it or (ii) terminate the concluded continuing obligation.

5.4. Storage fee for Gold Depot Agreements

5.4.1. The storage fee (storage charge) incurred in accordance with the Gold Depot Agreement from the first storage in the gold deposit shall be invoiced quarterly in euros. Statutory value added tax shall be invoiced at the applicable rate. If value added tax is applicable, the storage fee payable by the Customer shall be indicated including this value added tax. This storage fee is due at the beginning of the last day of the respective quarter and shall be paid without any deductions by SEPA direct debit or credit card (VISA or Mastercard).

5.4.2. After all stored Precious Metal Investment Products have been handed over in full and the gold deposit has been terminated, the final invoice will be issued to the Depositor (Customer). The gold deposit will only be closed after the invoice has been paid in full.

6. Terms of delivery

6.1. General

6.1.1. Unless otherwise specified, all prices include any taxes and duties and costs for suitable packaging. Shipping and insurance costs are charged additionally depending on the place of delivery, value and weight. The exact shipping costs can be found on the website <https://www.muenzeoesterreich.at/eng/info-centre/online/delivery-andshipping> or can be requested at the business premises of Münze Österreich AG.

6.1.2. An overview of all countries to which Münze Österreich AG ships, including maximum values, can be found on the website at: <https://www.muenzeoesterreich.at/eng/infocentre/online/country-list> and can be requested at the Münze Österreich AG business premises or by email. Münze Österreich AG reserves the right to impose further restrictions on delivery options for certain contracts.

6.1.3. The estimated delivery period from receipt of the order will be communicated to the Customer before the order is placed. By placing the order, the Customer agrees to the estimated delivery period. If Münze Österreich AG accepts the order, the delivery period is deemed to have been agreed.

6.1.4. In the event of a delay in delivery, the Customer has the right to withdraw from the contract after requesting performance within a reasonable grace period and after the fruitless expiry of this period.

6.1.5. The Customer will be informed of the shipping options during the ordering process. The Customer must select the desired shipping method before placing the order. The selected shipping method is deemed to have been agreed upon acceptance of the order and will then be delivered to the legal delivery address specified by the customer. Münze Österreich AG is not liable for incorrect or incomplete addresses provided by the customer, unless the data is entered incorrectly or incompletely by Münze Österreich AG through its own fault. The Customer authorises Münze Österreich AG, in the event of their absence at the legal delivery point specified by them, to deliver to any person with legal capacity and willing to accept delivery who is present at the delivery point specified by them, unless expressly agreed otherwise. During the ordering process, the Customer may also authorise Münze Österreich AG to make a substitute delivery to a third party designated by the customer, who is not the carrier and is not present at the delivery point.

6.2. Risk

6.2.1. The risk of loss or damage to the products is transferred to the Customer as soon as the goods are delivered to the Customer or to a third party designated by the customer, other than the carrier.

6.2.2. If the products have not arrived within three months of the date of the shipping confirmation, the Customer is obliged to inform Münze Österreich AG immediately so that Münze Österreich AG can exercise its rights of inquiry with the transport company. **6.3.**

Acceptance by the customer

6.3.1. The Customer is obliged to accept the products ordered by him, provided that Münze Österreich AG makes these products available to him in accordance with the contract.

6.3.2. The Customer acknowledges that Münze Österreich AG may incur considerable damage if the products ordered by the Customer and made available by Münze Österreich AG in accordance with the contract are not accepted, and that Münze Österreich AG has a particular interest in the acceptance of these products.

6.3.3. Damages incurred as a result of the customer's failure to accept the products ordered by them and made available by Münze Österreich AG in accordance with the contract include, in particular, costs for the regular inspection of such products by third parties, as well as damages resulting from market fluctuations after the contractual performance date, provided that the subject matter of the contract is a Precious Metal Investment Product, damages due to the unsaleability of products specified at the customer's request to third parties, as well as damages resulting from the reduced marketability of collector coins.

- 6.3.4. If the Customer refuses to accept a shipment or if the shipment is returned to Münze Österreich AG with a note such as "not collected" or "undeliverable", the costs incurred as a result of non-acceptance or an incorrect address provided by the Customer shall be borne by the customer. The products in question will only be re-shipped after the Customer has paid the corresponding additional shipping costs and storage costs.
- 6.3.5. If the Customer is in default of accepting the products, Münze Österreich AG is entitled to deposit the products in court or, after prior warning, to carry out a self-help sale. The Customer acknowledges that the risk with regard to the products affected by the creditor's default shall pass to the Customer upon the occurrence of the creditor's default; Münze Österreich AG shall therefore only be liable for intent and gross negligence. In addition, Münze Österreich AG shall be entitled to compensation if the Customer is at fault.
- 6.3.6. Münze Österreich AG is entitled, on the basis of a breach of the customer's obligation to accept delivery (6.3.1), to assert claims for damages in the event of fault on the part of the Customer and, in addition or instead, to rescind the contract or insist on fulfilment of the contract.

6.4. Collection from the business premises

- 6.4.1. The Customer also has the option of ordering products online and picking them up at the shop. After full payment has been made, the Customer will receive a barcode/confirmation sent to the email address they provided, and the products will be ready for collection; the Customer will be informed of the earliest possible collection time. In the event of late payment, point 5.3.2 applies.
- 6.4.2. If the Customer has chosen to collect the products from the shop, the period during which the products are available for collection is indicated on the order confirmation/pro forma invoice or payment confirmation. For Gold Depot Agreements, see point 9.2.2.8. For Gold Reserve Agreements, see point 9.3.3.2.
- 6.4.3. The products can only be collected during the business hours of the Münze Österreich AG business premises. Products can only be collected upon presentation of the barcode/confirmation sent to the customer, which serves as proof of authorisation for collection. If the barcode/confirmation cannot be presented, the Customer must prove their authorisation for collection by presenting identification that meets the requirements of 3.1.
- 6.4.4. If collection is to be carried out by an authorised representative, the representative requires a power of attorney from the Customer in German or English or with a certified German translation, whereby the template provided by Münze Österreich AG, which is available to the Customer at any time upon request, may be used, as well as a copy of the customer's identity document that meets the requirements of 3.1. For the protection of the Customer and to prevent fraud, in the case of a Gold Depot Agreement, the power of attorney presented must be notarised and submitted as an original in either German or English or with a certified German translation. The authorised representative must be

able to identify themselves with an identity document that meets the requirements of point 3.1. If certification is carried out in accordance with foreign law, its legality must be demonstrated accordingly.

6.4.5. Upon presentation of the document specified in section 6.4.3, but no later than the expiry of the period specified in section 6.4.1, during which the products are available for collection at the business premises, Münze Österreich AG shall hand over the products to the customer. If the Customer does not accept the products provided in accordance with the contract at this time, the Customer shall be in default. In the event of such failure to accept the products provided in accordance with the contract in a timely manner, points 6.3.3 to 6.3.5 shall apply.

7. Liability

7.1. General Limitations of liability

7.1.1. Münze Österreich AG shall not be liable to the Customer for slight negligence, unless personal injury, damage resulting from the breach of an essential contractual obligation, or completely atypical damage or damage to items taken over for processing, storage or transport is involved. In particular, Münze Österreich AG shall not be liable for loss of profit or lack of availability of products in cases of slight negligence. Furthermore, it shall not be liable for incorrect entries in the online shop attributable to the Customer.

7.1.2. Münze Österreich AG does not act as a numismatic expert and is not liable as such. Furthermore, Münze Österreich AG does not provide any investment advice, in particular with regard to precious metals, and does not purchase any precious metals, regardless of type and size, from Customers.

7.1.3. The Customer's statutory rights are not affected.

7.1.4. Münze Österreich AG expressly points out the risks of possible fluctuations in the price of gold and associated losses in value. Münze Österreich AG has no duty to provide information beyond the statutory information requirements.

7.2. Special provisions regarding liability for Gold Depot Agreements

7.2.1. Münze Österreich AG is not liable for any loss or damage to stored Precious Metal Investment Products, unless the loss or damage is due to circumstances attributable to gross negligence or intent on the part of Münze Österreich AG or persons for whom it is responsible. For all other damages, see section 7.1.

8. Withdrawal in accordance with the Distance and Off-Premises Sales Act (FAGG)

8.1. General

8.1.1. In principle, pursuant to Section 11 FAGG, the Customer may withdraw from contracts concluded online (distance selling) within 14 days without giving reasons. The withdrawal period begins on the day on which the Customer or a third party designated by the customer, who is not acting as a carrier, takes possession of the product. However,

if the Customer has not received the information in full in accordance with § 4 (1) Z 8 FAGG, the withdrawal period is extended by 12 months; if this information is subsequently received within the aforementioned twelve-month period, however, the withdrawal period is extended by 14 days from the date on which the information is provided.

8.1.2. Information on the conditions of the customer's respective right of withdrawal, the period and the exercise thereof is provided in the withdrawal form, which is sent by Münze Österreich AG to the Customer by email to the email address last provided by the customer, together with the order confirmation/pro forma invoice and, if applicable, the specific contract documents (point 4.2.3) and which is also available on the Münze Österreich AG website at any time.

8.2. Exceptions to the right of withdrawal

8.2.1. There is no right of withdrawal for products whose price depends on fluctuations in the financial markets. In accordance with Section 18 (1) (2) FAGG, customers have **no right of withdrawal** in the following cases, which are not exhaustive, as the distance contract concerns the delivery of goods whose price depends on fluctuations on the financial market over which Münze Österreich AG has no influence: "Vienna Philharmonic" coins in gold, platinum or silver in all denominations, bars in all available sizes, ducats in all denominations, crowns in all denominations, guilders in all denominations.

8.2.2. There is also no right of withdrawal in accordance with Section 18 (1)(3) FAGG for products that have been manufactured according to Customer specifications (e.g., engraved medals).

8.3. Gold Depot Agreement

8.3.1. In the case of a Gold Depot Agreement concluded online, the Customer is entitled to withdraw from the Gold Depot Agreement within 14 days of concluding the agreement.

8.3.2. If the Customer exercises their right of withdrawal, Münze Österreich AG is entitled, in accordance with § 16 FAGG, to charge a storage fee corresponding to the duration of the contract fulfilled to date.

8.4. Gold Reserve Agreement

8.4.1. In the case of a Gold Reserve Agreement concluded online, the Customer is entitled to withdraw from the Gold Reserve Agreement within 14 days of concluding the contract.

8.4.2. The Customer cannot withdraw from gold purchases made within the withdrawal period specified in § 11 FAGG if the Customer has expressly requested early performance before the expiry of the withdrawal period.

9. Special provisions for individual types of contracts

9.1. Subscriptions and gold savings plans

- 9.1.1. Subscriptions can be concluded for a fixed term ending on a specific date, for a fixed term ending on the date of issue of the last coin in a series, or for an indefinite term. Gold savings plans can be concluded for a fixed term ending on a specific date or for an indefinite term. Münze Österreich AG reserves the right to limit the number of subscriptions and/or gold savings plans per Customer for important reasons, in particular in the event of suspected misuse or security risks.
- 9.1.2. In the case of a subscription (series subscription or classic subscription), the Customer will receive an offer to conclude a purchase contract on the respective date of issue of the coin and, in the case of a gold savings plan, on the agreed date, which is governed by the general rules concerning purchase contracts (see in particular point 4).
- 9.1.3. The Customer can accept this offer by transferring the full amount within the payment period specified in the offer. In the event of an incomplete transfer, point 5.3.1 applies. (Credited as partial payment). If full payment is not made during the payment period, the offer expires without notice and without further action being required on the part of Münze Österreich AG. The Customer shall then no longer have any legal claims against Münze Österreich AG arising from this offer. The gold savings plan or subscription shall be automatically terminated if three offers to conclude a purchase contract (point 9.1.2.) expire consecutively due to the respective payment deadline passing without action.
- 9.1.4. The product purchased as part of a subscription or gold savings plan can, at the customer's discretion, either be shipped in accordance with the general terms and conditions of delivery and costs (see point 6.1 to 6.3) or collected from the business premises (see point 6.4). If a valid Gold Depot Agreement exists between the Customer and Münze Österreich AG, the product purchased as part of a gold savings plan can also be stored in accordance with point 9.2 .
- 9.1.5. The Customer may cancel subscriptions and gold savings plans at any time without notice and without giving a reason via their customer account, in writing (by letter) or by email. Münze Österreich AG may cancel subscriptions and gold savings plans in writing with one month's notice. In the event of good cause, Münze Österreich AG may terminate with immediate effect without observing a notice period. Good cause shall be deemed to exist in particular if the performance of Münze Österreich AG's services becomes impossible due to circumstances beyond Münze Österreich AG's control (e.g. force majeure, official orders), or if there are circumstances relating to the Customer that make it unreasonable to continue the contractual relationship, such as loss of trustworthiness due to suspicion of money laundering, fraud or other criminal offences, as well as in the event of a significant threat to the customer's financial circumstances that seriously jeopardises the fulfilment of their contractual obligations.

9.2. Gold Depot Agreements

9.2.1. Storage

9.2.1.1. The Depositor (Customer) may only store Precious Metal Investment Products purchased from Münze Österreich AG at the same time as storage, which have not left the possession of Münze Österreich AG at any time, with the Custodian (Münze Österreich AG). Münze Österreich AG has the sole right to determine which Precious Metal Investment Products may be the subject of a Gold Depot Agreement and may expand or restrict this selection at any time for objective reasons, such as security reasons or operational capacities (such as storage capacities). The one-time storage of one type of Precious Metal Investment Product does not establish any obligation on the part of Münze Österreich AG to continue to store such Precious Metal Investment Products. The Customer has no right to demand the storage of specific Precious Metal Investment Products.

9.2.1.2. Furthermore, storage space is limited. Münze Österreich AG may refuse to store Precious Metal Investment Products at any time, including due to a lack of storage space. Customers have no right to conclude a Gold Depot Agreement or to store additional Precious Metal Investment Products.

9.2.1.3. The Custodian stores the Precious Metal Investment Products with the due commercial care in its vault at Am Heumarkt 1, 1030 Vienna, which may only be accessed by authorised personnel. Due to applicable official security regulations, it is not possible for the Depositor (Customer) or a third party designated by them to inspect the vault. Münze Österreich AG notes that the contents of the vault are audited by an independent auditor as part of the annual financial statements. As part of this audit, the auditor also checks the completeness of the Precious Metal Investment Products stored at Münze Österreich AG on behalf of customers under Gold Depot Agreements. The auditor issues a separate confirmation of the completeness of the collective storage facility with regard to Gold Depot Agreements, which can be accessed by the Customer in their customer account. The Customer has no right to view the audit report on the entire contents of the vault or to request a separate review.

9.2.1.4. Storage does not result in any transfer of ownership to Münze Österreich AG. The Depositor (Customer) expressly agrees to commingled (collective) storage by the custodian, whereby the custodian is entitled to mix the Depositor's Precious Metal Investment Products with other Precious Metal Investment Products belonging to other customers. It is noted that this gives rise to the customers' joint ownership (co-ownership) of the Precious Metal Investment Products held in storage. The custodian may at any time deliver to a Depositor the Precious Metal Investment Products to which the Depositor is entitled, without requiring the approval of the other Depositors. No distinction

is made between the Precious Metal Investment Products, in particular not by year of issue/minting. The Customer is only entitled to the return of the Precious Metal Investment Product defined by type and weight.

9.2.1.5. The stored Precious Metal Investment Products are insured against fire, robbery and burglary. The insured value is the replacement value of the goods on the day of the damage, if it is a working day, otherwise on the next working day. Beyond this, there is no further insurance claim and the liability provisions under 7 apply.

9.2.1.6. The Depositor is not entitled to the issuance of a warehouse warrant (Lagerschein) within the meaning of section 424 of the Austrian Commercial Code (UGB); however, the Depositor will receive a confirmation of receipt (Lagerempfangsschein) as evidence that the Precious Metal Investment Products have been placed in storage.

9.2.2. Term of the Gold Depot Agreement/termination / release

9.2.2.1. Unless otherwise expressly agreed, the Gold Depot Agreement is concluded for an indefinite period.

9.2.2.2. Ordinary termination of the Gold Depot Agreement by Münze Österreich AG is possible at the end of each month, subject to one month's notice. The Customer may terminate the Gold Depot Agreement at any time, provided that no Precious Metal Investment Products belonging to the Customer are stored or their complete release has been requested. The Gold Depot Agreement shall only be terminated upon the complete release of the stored Precious Metal Investment Products and the complete closure of the gold deposit (see below).

9.2.2.3. In the event of termination by Münze Österreich AG, the Precious Metal Investment Products shall be available for collection at the business premises of Münze Österreich AG from the end of the notice period, unless the Customer requests earlier release in accordance with section 9.2.2.8. Regardless of who terminates the agreement, the Precious Metal Investment Products must be collected by the Customer within 14 days of the first collection date.

9.2.2.4. Both contracting parties are entitled to terminate the contractual relationship with immediate effect for good cause. Good cause shall include, in particular, a breach of these General Terms and Conditions.

9.2.2.5. If no Precious Metal Investment Product has been stored in the gold deposit for a continuous period of twelve months, Münze Österreich AG is entitled to terminate the Gold Depot Agreement with due notice at the end of these twelve months or, if fees are still outstanding at this point in time, at the time of full payment of all outstanding fees, in compliance with the notice period in accordance with these GTC, and to close the gold deposit.

- 9.2.2.6. The Agreement shall not be terminated upon the death of the Depositor (Customer). In the event that several legal successors enter into the Gold Depot Agreement, Münze Österreich AG may exercise its ordinary right of termination. Münze Österreich AG will only provide information about the Gold Depot Agreement to persons who are authorised to do so by law or who have been granted power of attorney in accordance with the provisions of 6.4 (collection from business premises) and will only release the Precious Metal Investment Products to such persons.
- 9.2.2.7. In the event of the Customer losing the necessary legal capacity, only an adult representative or a person with power of attorney may represent the Customer vis-à-vis the Custodian, whereby these persons must be verifiably registered in the Austrian Central Register of Representatives in order to be legally authorised to represent the customer.
- 9.2.2.8. In addition to the provisions of the section entitled "6.4 " (Collection from business premises), the following applies: If the Customer requests the release of the Precious Metal Investment Products, Münze Österreich AG requires at least two working days from the date of the request to make the Precious Metal Investment Products available for collection at the business premises of Münze Österreich AG. When submitting a request for release, the Customer will also be informed of the option to terminate the Gold Depot Agreement. However, the Customer also has the option of continuing the Gold Depot Agreement without any Precious Metal Investment Products in storage in order to carry out a planned storage transaction in the foreseeable future without having to conclude a new Gold Depot Agreement. The Customer shall not incur any costs for the continuation of the Gold Depot Agreement without stored products. Termination of the Gold Depot Agreement due to a lack of stored Precious Metal Investment Products for a period of twelve months may take place under the conditions set out in 9.2.2.5.
- 9.2.2.9. The Customer will be informed of the earliest possible collection date when requesting the release of the products. The Precious Metal Investment Products must then be collected by the Customer from the business premises of Münze Österreich AG within 14 days. The scope of the customer's Precious Metal Investment Products released is evident from the respective removal confirmations issued by the Custodian in connection with the release.
- 9.2.2.10. In the event of default by the Customer in fulfilling their contractual obligations, section 5.3.2 (default in payment) and section 6.4.5 (default in collection) shall apply. In addition, to secure the storage costs, Münze Österreich AG shall be entitled to a statutory lien over the stored Precious Metal Investment Products and to the associated extrajudicial realisation in accordance with sections 466a et seq. of the Austrian Civil Code (ABGB).
- 9.2.2.11. Precious Metal Investment Products may only be shipped to the Customer by a transport company approved by Münze Österreich AG and only within

the European Union, whereby the Customer is responsible for commissioning the approved transport company. The costs of delivery shall be borne exclusively by the customer. Münze Österreich AG is authorised to hand over the Precious Metal Investment Products to be shipped to the transport company. The risk is transferred to the Customer or a third party designated by the Customer upon handover of the Precious Metal Investment Products to the transport company.

9.2.2.12. Münze Österreich AG has the exclusive right to approve and withdraw the approval of transport companies and precious metal dealers. The one-time approval of a transport company or precious metal dealer does not give rise to any claim for further approval, neither for the respective transport company or precious metal dealer nor for the customer. Münze Österreich AG is not obliged at any time to approve at least one transport company or precious metal dealer. If no transport company or precious metal dealer is approved, shipping via a transport company or sale is not possible. In this case, the Precious Metal Investment Products can only be collected (see above). The approved transport companies or precious metal dealers are listed on the Münze Österreich AG website.

9.2.2.13. Resale to Münze Österreich AG is not possible. If the Customer wishes to sell all or individual Precious Metal Investment Products to a precious metal dealer approved by Münze Österreich AG, Münze Österreich AG will send the approved precious metal dealer a current list of the Precious Metal Investment Products stored by the Customer that the Customer wishes to sell for the purpose of preparing an offer. The Customer must give their separate consent for the transfer of data. If a sale takes place, the Customer is responsible for commissioning the approved transport company. The transport of the Precious Metal Investment Product must be coordinated by the precious metal dealer with Münze Österreich AG. Münze Österreich AG is authorised to deliver the Precious Metal Investment Products to be shipped to the transport company or precious metal dealer. The risk is transferred to the Customer upon delivery of the Precious Metal Investment Products to the transport company. Münze Österreich AG is in no way responsible for the precious metal dealer's offer and the sale. Münze Österreich AG accepts no liability for the activities of the precious metal dealer.

9.2.3. Termination and closure of the Gold Depot

9.2.4. The termination of the Gold Depot Agreement and the complete release of the Precious Metal Investment Products have no effect on the existence of the customer account (point 2).

9.2.5. The gold deposit account is only completely closed once the final invoice has been paid in full after termination and release (see point 9.2.2.8). A new Gold Depot Agreement can only be concluded after the previous gold deposit account has been completely closed.

9.3. Gold Reserve Agreement

9.3.1. Unless otherwise expressly agreed, the Gold Reserve Agreement is concluded for an indefinite period.

9.3.2. The Customer may terminate the Gold Reserve Agreement at any time. Ordinary termination of the Gold Reserve Agreement by Münze Österreich AG shall take effect on the second *trading day* following the 15th of the month in which the notice of termination was delivered. A *trading day* is any day on which banks are open in both Vienna and London and trading in gold is possible via the London Bullion Market Association (LBMA).

9.3.3. In the event of termination, the Customer has the following options

9.3.3.1. Entitlement to payment of the equivalent value of gold holdings: All terminations of Gold Reserve Agreements received by Münze Österreich AG by the 15th of a month will be settled on the second *trading day* following the 15th of that month. A *trading day* is any day on which banks are open in both Vienna and London and gold can be traded via the London Bullion Market Association (LBMA). Settlement is based on the LBMA reference price AM in EUR published on that day, which is issued by *The London Bullion Market Association, 1-2 Royal Exchange Buildings, Royal Exchange, London, EC3V 3LF*, and published at <http://www.lbma.org.uk/precious-metal-prices#/>, among other places. The equivalent value, including any cash balance on the customer's account, is due 14 days after the 15th of the month following the delivery of the notice of termination and will be transferred to the customer's account to be specified. The Customer will receive a statement;

9.3.3.2. Entitlement to delivery of the gold holdings in physical gold: The gold will be available for collection by the Customer at the business premises of Münze Österreich AG at the earliest on the seventh *trading day* following the 15th of the month in which the notice of termination was delivered. A *trading day* is any day on which banks are open in both Vienna and London and gold can be traded via the London Bullion Market Association (LBMA). The gold intended for delivery will remain available for collection for one month from the earliest possible date determined in this way. At the same time as the delivery of the gold, (1) a handling fee in accordance with the Gold Reserve Agreement and (2) the statutory value added tax applicable to the delivery of the gold are due for payment. Points 6.4.3 to 6.4.4 (collection by customers) and 6.4.5 (default) as well as **Fehler! Verweisquelle konnte nicht gefunden werden.** (statutory lien) apply mutatis mutandis.

9.3.4. If the Customer does not make a selection when notice of termination is given, and in the event of termination by Münze Österreich AG, the transaction shall be processed in accordance with point 9.3.3.1.

9.3.5. Both contracting parties are entitled to terminate the contractual relationship with immediate effect for good cause. Good cause shall include, in particular, a breach of these General Terms and Conditions.

- 9.3.6. The contract shall not be terminated upon the death of the customer. In the event that several legal successors enter into the Gold Reserve Agreement, Münze Österreich AG shall exercise its ordinary right of termination. Münze Österreich AG will only provide information about the Gold Reserve Agreement to persons who are legally entitled to do so or who have been granted power of attorney in accordance with the provisions of 6.4 (collection at the business premises) and will only pay out credit balances to such persons.
- 9.3.7. In the event of the Customer losing the necessary legal capacity, only an adult representative or a person with power of attorney may represent the Customer vis-à-vis Münze Österreich AG, whereby these persons must be verifiably registered in the Austrian Central Register of Representatives in order to be legally authorised to represent the customer.
- 9.3.8. If the Customer has purchased a Precious Metal Investment Product in accordance with the provisions of the specific contract documents, the transfer of this Precious Metal Investment Product to their gold deposit requires a valid Gold Depot Agreement between the Customer and Münze Österreich AG at the time of purchase of the Precious Metal Investment Product. If there is no valid Gold Depot Agreement between the Customer and Münze Österreich AG at the time of purchase, the purchased Precious Metal Investment Product will be made available for collection at the business premises of Münze Österreich AG. In this case, the provisions of section 6.4 apply.

10. Applicable law and place of jurisdiction

10.1.1. Austrian law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), according to the following standard:

10.1.1.1. If a Customer has their habitual residence in a member state of the European Union or the European Economic Area, this choice of law shall only apply insofar as it does not deprive the Customer of the protection afforded to them by mandatory provisions of the law of their country of habitual residence.

10.1.1.2. Austrian law applies to contracts with customers who have their habitual residence outside the European Union or the European Economic Area, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.1.2. For all disputes arising from or in connection with this contract, Vienna (Austria) is agreed as the place of jurisdiction, insofar as this is legally permissible. Mandatory legal

places of jurisdiction for consumers remain unaffected. Customers with their habitual residence in a member state of the European Union or the European Economic Area may also bring disputes before the courts of their habitual residence, at their discretion, and disputes against such consumers may only be brought there.