

1. General Provisions

1.1 Scope of application

These General Terms and Conditions (GTCs) of philororo EDELMETALLE GmbH apply if you are a consumer and conclude a contract with us through our online shop or in some other way through distance selling.

A consumer is a person who enters into a legal transaction, i.e. provides a declaration of intent about the relevant facts, and this transaction is not part of their business operations.

1.2 Prices

All prices are total prices and are inclusive of all taxes including VAT and levies, but not shipping costs. Details on shipping costs are available at: <https://philororo.com/help/shipping-costs>

1.3 Information on price development of precious metals

It is explicitly pointed out that precious metal prices are subject to market fluctuations, over which we have no influence, meaning that we cannot make any predictions about future price trends.

1.4 Online shop

If you want to place an order through our online shop, you can only do so if you have filled out all mandatory fields marked with *. You will receive an automated error message if entries are missing or if the order cannot be fulfilled for some other reason. You can make changes to your order before finally submitting it. You will receive supportive information directly during the order process.

Once the order process is complete, we will send you an order confirmation. However, this does not represent an acceptance of your order by us.

1.5 Information on storing order data

Your order will be stored by us and visible to registered users in the user portal of our online shop under the respective order number.

If you place an order as a guest in our online shop, the order will not be visible to you subsequently. If, once the order process is complete, you wish to access the order details again, you can do so by contacting us by phone or by email.

Other documents relating to the order process (order acknowledgement, invoice, delivery note) are stored by us and cannot be accessed through our online shop. These are provided to you by email or when the goods are shipped. If, once the order process is complete, you wish to access the documents again, you can do so by contacting us by phone or by email, specifying your name and the order number.

1.6 Information on the existence or non-existence of a right of withdrawal

1.6.1 Exclusion of the right of withdrawal

For the conclusion of distance contracts or those concluded away from business premises, Section 3 (3) (4) of the Consumer Protection Act (KSchG) in connection with Section 18 (1) (2) of the Austrian Distance Selling Act (FAGG) is referred to, where it is stipulated that consumers shall not have a right of withdrawal from contracts concerning goods or services whose prices are subject to fluctuations in the financial markets, over which the entrepreneur has no influence, and such fluctuations may occur during the withdrawal period.

Precious metal bars and precious metal coins in particular are excluded from the right of withdrawal, irrespective

of size and denomination, as are products manufactured according to customer specification. The exclusion of the right of withdrawal for these goods affects both their sale and also their purchase by us.

1.6.2 Right of withdrawal for other goods

You may withdraw from the purchase of goods other than those specified in Section 1.7.1, e.g. accessories or gift items purchased through our online shop, within 14 days without specifying a reason. In such contracts, the withdrawal period begins:

- on the day you or a third party other than the carrier and indicated by you acquires the material possession of the goods,
- if you have ordered several items as part of one purchase order, which are delivered separately, on the day you or a third party other than the carrier and indicated by you acquires the material possession of the goods delivered last,
- if goods are delivered in several partial deliveries, on the day you or a third party other than the carrier and indicated by you acquires the material possession of the last partial delivery,
- in the case of contracts pertaining to the regular delivery of goods over a specified period, on the day you or a third party other than the carrier and indicated by you acquires the material possession of the goods delivered first.

The declaration of withdrawal is not restricted to a specific form. Your declaration must clearly indicate your intention to withdraw. The template withdrawal form found in Annex I Part B of FAGG can also be used for the withdrawal. This is available online at https://www.ris.bka.gv.at/Dokumente/BgblAuth/BGBLA_2014_I_33/COO_2026_100_2_997974.pdf ("B. Muster-Widerrufsformular") and has the following structure:

„B. Muster-Widerrufsformular

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

— To: philoro EDELMETALLE GmbH, Währingerstraße 26, 1090 Wien, Telefon: +43 1 997 14 72, Fax: +43 1 997 14 72 100, E-Mail: info@philoro.com

— I/we (*) hereby give notice that I/we (*) wish to cancel my/our (*) contract of sale of the following goods (*)/for the supply of the following service (*)

— Ordered on (*)/received on (*)

— Name of the consumer(s)

— Address of the consumer(s)

— Signature of the consumer(s) (only if this form is submitted on paper)

— Date

(*) Delete as appropriate."

The following also applies to the exercise of withdrawal:

You must return the goods received to us immediately, at the latest within 14 days of submitting your declaration of withdrawal. The relevant deadline shall be met where the goods are sent within this period.

You shall bear the direct costs of returning the goods. The costs of returning the goods varies depending on the items and their value (please use the delivery costs originally paid as a guide).

1.7 Data protection notice

You provide personal data required to fulfil the contract on a voluntary basis. However, the purchase agreement cannot be concluded if you fail to provide your personal data. The necessity to collect and process personal data is based on the fulfilment of the respective purchase contract. Our data privacy statement is available here: <https://philoro.com/data-privacy>

2. Conditions of Sale

2.1 Conclusion of the contract

Offers provided by us online or through other media constitute a non-binding invitation to submit a corresponding purchase or sales offer to us.

By clicking on “Place Your Order” following completion of the order process in our online shop, you commit to fixing the price and submitting a binding offer to conclude a purchase agreement through your order. You shall be bound to your offer by us for two working days from receipt (Saturdays, Sundays, and public holidays in Austria are not regarded as working days). The statutory right of revocation (right of withdrawal) shall not be affected by this.

You will receive an automated order confirmation from us after you send us the offer. This confirmation contains the contents of your offer relevant to the respective purchase or sale. The order confirmation does not represent an acceptance of your offer by us.

The contract shall then become legally binding and effective if we accept your offer verbally, by telephone, or in writing (also includes email or transmission of an order acknowledgement or invoice) within a period of two working days.

2.2 Terms of payment

Goods shall be paid for in advance. The invoice amount shall be due upon acceptance of your offer and must be paid by you within five days. Unless you select “Payment in the store” during the order process, payment must be made through final and unconditional credit on our account. You are required to issue a transfer order on the due date in the case of bank transfers.

2.3 Default and withdrawal from contract

If you do not pay the invoice amount within the period specified under Section 2.2 (“Terms of payment”), you will be in default without further notice.

In the event of default, statutory default interest of 4% per year shall apply.

If you are in default of payment, we shall be entitled to withdraw from the contract even without prior setting of a grace period. If we decide to withdraw from the contract and you are deemed to be at fault, we shall be entitled to assert claims for compensation. Such claims shall be based on losses suffered by us, from the time the purchase agreement was concluded, due to a change in prices having kept available the goods ordered by you.

If the shipment is delayed at your request, the risk shall be transferred to you from the point in time that we were ready to ship. The risk shall also be transferred to you if you are in default of payment.

2.4 Dispatch

Unless agreed otherwise, we shall dispatch the goods ordered by you at the latest within five working days following receipt of the purchase amount in our bank account.

We shall indicate any differences in delivery terms on the respective product page in our online shop.

You shall bear the costs for dispatching the goods. Shipping costs are available on our website <https://philoro.com/help/shipping-costs>. Details on shipping costs are also shown to you before your offer is sent.

If we send the goods, the risk for the loss of or damage to the goods shall only be transferred to you once the goods

are delivered to you or to a third party other than the carrier and indicated by you. If you conclude the contract of carriage yourself without utilizing a selection option proposed by us, the risk shall then be transferred to the carrier upon handover of the goods.

2.5 Partial deliveries

For insurance reasons, we may make partial deliveries if you purchase several goods and the total price exceeds €10,000. Under no circumstances may we deliver to you different sizes, specifications, or weight compositions.

2.6 Retention of title

The goods shall remain our property until payment has been made in full.

2.7 Warranty and contact details for complaints

Statutory warranty provisions shall apply. In the case of moveable goods, the warranty period shall be two years from delivery or handover.

Complaints based on statutory warranty claims or other complaints can be made using the contact details contained in the "Imprint" section of our site (<https://philoros.at/impressum>).

2.8 Money laundering and counterterrorism

For cash transactions from an equivalent of €10,000, we are obliged to identify our contracting partners as well as any economic beneficiaries. If you fail to meet this obligation, we shall be compelled to reject the transaction.

If, over the course of the business relationship, changes are made to the data you communicated to us in relation to the exercise of anti-money laundering duties of care, you shall be obliged to inform us of such changes without delay (for example, a change of beneficial owner).

3. PURCHASE CONDITIONS

3.1 General, scope of application

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

3.2 Conclusion of the contract

You can submit an offer to us to purchase goods from you through our online shop. For this purpose, you select one or more products that you want to sell to us and complete the purchase process in our online shop. By clicking on "Buy Now", you commit to fixing the price at which you want to sell us the goods and send your offer to us.

You shall be bound to your offer by us for two working days from receipt (Saturdays, Sundays and public holidays in Austria are not regarded as working days).

You assure us that the item you want to sell us matches the product selected by you in our online shop and does not have any defects (minor signs of usage do not count as defects).

By submitting the sales order, you declare that you have full and unencumbered title to the goods being offered for sale, have the right to sell said goods, and can provide evidence of this with supporting documents, if needed.

You will receive an automated order confirmation from us after you send us the sales offer. This confirmation contains the relevant contents of your offer. The confirmation does not represent an acceptance of your offer by us.

The contract shall then become legally binding and effective if we accept your offer verbally, by telephone, or in writing (also includes email or transmission of an order acknowledgement or invoice) within the period of two working days specified above).

3.3 Delivery or forwarding of goods to us

Depending on the option selected by you in our online shop during the purchase process, you shall either hand over the goods that you want to sell at one of our branches or send them to us by post. The goods must be delivered or shipped to us within five working days. In terms of dispatch, handing over the goods to the carrier on the last day of the deadline shall suffice. You shall bear the costs and risk for dispatch or delivery.

3.4 Terms of payment

If the goods provided to us match your offer and do not have any defects, we shall transfer the purchase price to your account within one week or pay this amount in cash at the branch specified by you based on a separate agreement.

If the goods provided to us do not match your offer and contain defects, we shall contact you immediately to discuss the next course of action.

4. FINAL PROVISIONS

4.1 Choice of law

Austrian substantive law, with the exception of its conflict-of-law rules, shall apply to contracts concluded on the basis of these GTCs, including all aspects of their conclusion, validity, and assertion. Moreover, the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Complaints can be sent directly to info@philoros.com. You may also make use of the EU's online dispute resolution platform: <http://ec.europa.eu/odr>.

4.2 Place of jurisdiction

The general place of jurisdiction in Austria provided for by law in case of legal actions of a consumer or against a consumer regarding agreements with us shall remain the same even if the consumer, after conclusion of the agreement, transfers their domicile abroad and Austrian court decisions are enforceable in that country.