

General Terms and Conditions (GTC)
of Numisart GmbH (Numisart)
available at www.numisart.at

1. Applicability

- 1.1. These GTC form the basis for all legal transactions between Numisart and the client (irrespective of whether he is seller, intermediary or buyer, consumer or entrepreneur) unless expressly agreed otherwise in writing in individual cases. Mandatory statutory provisions (in particular the Austrian Consumer Protection Act) remain unaffected.
- 1.2. GTC or model contract forms of clients will not become part of the Agreement under any circumstances, unless Numisart expressly confirms their applicability in advance and in writing in each individual case.

2. Validity

- 2.1. Every client accepts these GTC by placing an order with Numisart or by commissioning Numisart for purchase, sale or brokerage. These GTC also apply in the case of an ongoing business relationship for similar transactions, ancillary and execution transactions without specific reference thereto and for follow-up orders.
- 2.2. These GTC also apply to business declarations and legal transactions that Numisart accepts from or concludes with clients via the auction platform bidr.com. If Numisart organises auctions on the platform bidr.com, these are public auctions within the meaning of the Austrian Commercial Code (UGB), the Austrian General Civil Code (ABGB) and the Austrian Trade, Commerce and Industry Regulation Act (GewO), which Numisart carries out on behalf of and for the account of consigning clients against payment of the purchase price in the specified base currency.

3. Bids / Orders / Conclusion of Agreement

- 3.1. All information about objects that Numisart provides online on its own website or on other platforms such as bidr.com, or communicates otherwise upon request, is given to the best of its knowledge and belief, can be subject to change and is non-binding. Numisart reserves the right of correction due to error. In the case of offers outside auctions, Numisart is furthermore entitled to prior sale.
- 3.2. Any participation of a client in a Numisart auction requires prior registration as a bidder on the online platform bidr.com. The client also accepts these GTC by registering to participate in a public auction of a Numisart lot on bidr.com. By placing a bid, the bidder confirms the validity of these GTC.
- 3.3. Each bid by a client is a binding offer to conclude a purchase Agreement and remains effective unless it is outbid in time or the auction ends without acceptance by Numisart. With its acceptance of the bid, Numisart accepts the offer. In the event of several bids of the same amount, the bid received first by Numisart will be accepted.
- 3.4. All estimates, bids and hammer prices are in Euro (EUR).

- 3.5. For Numisart auctions, the following minimum bidding levels are specified: up to EUR 100.00 – EUR 5.00; up to EUR 200.00 – EUR 10.00; up to EUR 300.00 – EUR 20.00; up to EUR 500.00 – EUR 25.00; up to EUR 1,000.00 – EUR 50.00; up to EUR 2,000.00 – EUR 100.00; up to EUR 3,000.00 – EUR 200.00; up to EUR 5,000.00 – EUR 250.00; up to EUR 10,000.00 – EUR 500.00; from EUR 10,000.00 – EUR 1,000.00.
- 3.6. A confirmation of receipt sent by Numisart to the client on the basis of an online order does not constitute acceptance of the order. A purchase Agreement with the client is only concluded when Numisart expressly accepts an order in writing with confirmation or by dispatching the ordered item or by accepting the Agreement as defined in paragraph 3.3. of these GTC. Prior to this, Numisart is bound neither to offers from the client nor to any offers of its own and can change and/or withdraw these at any time.

4. Terms of payment and shipping

- 4.1. Unless otherwise expressly agreed in writing in individual cases, the amount invoiced by Numisart is due immediately after the conclusion of the Agreement to the account specified. Numisart retains ownership of goods until full payment of the amount owed by the client is received.
- 4.2. Numisart states all prices net in Euro (EUR), unless expressly agreed otherwise in writing.
- 4.3. In addition to the hammer price, a buyer's premium of 22% and an insurance fee of 1%, both based on the hammer price, will be charged to the client who has won an auction. Any taxes, fees, customs duties, expenses (including bank and exchange rate charges), duties (including import duties) and any packaging and shipping costs will be borne by the client. Surcharges and fees are normally subject to differential taxation (Sec 24 Value Added Tax Act – UStG 1994).
- 4.4. Numisart is not responsible for compliance with the customs and import regulations of the destination country nor payment of customs duties and any other import fees.
- 4.5. The client is obliged to indemnify and hold Numisart exempt against all damages resulting from a violation of import regulations of the destination country and/or customs regulations. This also includes all costs of any necessary legal advice and representation for Numisart and the buyer.
- 4.6. If export licences are required for the dispatch of articles, Numisart will endeavour to assist the client in obtaining such a licence. Applications for export licences are usually approved by the competent Austrian authorities within approximately 2–4 weeks. Numisart, however, cannot influence the duration of the procedure.
- 4.7. Delivery is made to the address provided by the client to Numisart unless otherwise agreed in writing. If payment is made via PayPal, the goods will be delivered to the address provided by the client to PayPal.
- 4.8. If the delivery to the client fails, the client will bear the costs for the failed delivery attempt, unless the right of withdrawal has been effectively exercised or the client has demonstrably informed the deliverer of the impossibility of delivery at the time of the delivery attempt.

- 4.9. Numisart sends the goods at the expense of the client as standard by DHL Express. The costs amount to EUR 10.00 within Austria, EUR 25.00 within the EU and EUR 40.00 outside the EU – all countries.

Alternatively, shipping by Austrian Post (registered mail with tracking-number) can be chosen during the online check-out process. The costs amount to EUR 5.00 within Austria, EUR 15.00 within the EU and EUR 25.00 outside the EU – all countries (shipping outside the EU with Austrian Post up to a maximum value of EUR 1,000.00).

5. Payment methods

- 5.1. Numisart accepts payment by bank transfer (all bank charges are to be borne by the client), but also via PayPal (Europe) (PayPal charges 3.8% for transfers within the EU and 5% for payments from third countries). The respective method of payment is chosen by the client during the online check-out process. Numisart reserves the right to refuse PayPal payments in individual cases for objective reasons. PayPal payments are subject to PayPal's terms of use, which are available at: <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>, or – if the client does not have a PayPal account – at: <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

6. Liability and warranty

- 6.1. Descriptions of objects are made to the best of Numisart's knowledge and belief and are based on the preservation classifications customary in the art and coin trade. Numisart, however, only owes a personal assessment, which neither justifies a liability for defects nor expert liability.
- 6.2. If delivered objects show obvious defects, which may include transport damage, clients must notify Numisart about these defects as soon as possible. If the client is an entrepreneur, defects must be reported immediately upon delivery.
- 6.3. Numisart is only liable for damages caused by Numisart or third parties attributable to Numisart intentionally or through gross negligence. This does not apply to damages to body or health (personal injury).
- 6.4. Liability for the culpable breach of essential contractual obligations remains unaffected, however, liability is limited to foreseeable, contract-typical damages.

7. Consumers' right of withdrawal and dispute resolution

- 7.1. If the client is consumer according to of Sec 1 Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG), they are entitled to withdraw from the purchase Agreement within 14 days by written declaration to Numisart without giving reasons (cf. Sec 11 Act on Distance Contracts and Off-Premises Contracts – FAGG). Numisart provides a withdrawal form for this purpose available at www.numisart.at.
- 7.2. The withdrawal period begins on the day on which the consumer or a third party not acting as a carrier named by the consumer takes possession of the goods or, if the consumer has ordered several goods as part of a single order which are

delivered separately, on the day on which the client or a third party not acting as a carrier named by the client takes possession of the last goods delivered.

- 7.3. All goods must be returned within 14 days of receipt at the cost and responsibility of the withdrawing party. The goods must be in the same condition as sent by Numisart, without alteration or damage. Numisart accepts no responsibility for goods returned uninsured. Refunds are limited to the amount of the purchase price of the goods.
- 7.4. The European Commission provides a platform for online dispute resolution (ODR), available at <http://ec.europa.eu/consumers/odr/>. Consumers can use this platform for dispute settlement. Our email address is: info@numisart.at.

8. Applicable law, place of jurisdiction, miscellaneous

- 8.1. Austrian substantive law applies to the exclusion of the provisions of private international law and the UN Convention on Contracts for the International Sale of Goods.
- 8.2. The exclusive place of jurisdiction is the court having subject-matter jurisdiction for 1010 Vienna.
- 8.3. The contractual language is German.
- 8.4. The total or partial invalidity of individual provisions does not affect the remaining validity of the Agreement and these GTC. The statutory provision applies in place of the invalid provision.

November 2023