

# General Terms and conditions for the auctions of Münzenhandlung Erwin Dietrich AG

Only the German version applies. The English version is a translation and is intended for informational purposes only.

## **§ 1 Introduction**

1. By using the website of Münzenhandlung Erwin Dietrich AG (hereinafter called „ED AG“) the user accepts the following General Terms and Conditions (GTC).

2. ED AG reserves the right to amend the GTC at any time without giving a reason. The revised GTC will be published on the website and come into effect upon publication.

## **§ 2 Use of the website**

1. Any action or manipulation that affects the website of ED AG is prohibited. This includes in particular:

a. The use of appliances, mechanisms or software that could affect the proper functioning of the website

b. Any actions that could cause unacceptable or excessive strain on the ED AG infrastructure

c. Blocking, deleting, overwriting or modifying any content generated by the ED AG website or disturbing its proper functioning in any way ED AG

2. The contents of the ED AG website may not be copied, distributed, used or duplicated in any way without prior permission from ED AG.

3. ED AG reserves the right to restrict or cancel the use of the website without giving reasons.

4. Each user is personally responsible for keeping his/her password and other account information confidential. ED AG

accepts no liability for consequences caused by the misuse of an access account.

### **§ 3 Terms of auction**

Auction bidding is in Swiss francs (CHF). For information purpose, prices are shown in some places on the website in foreign currencies (e.g. USD, EUR and GBP), too. They are approximate values and we cannot guarantee their correctness.

2. The lot is sold to the highest bidder when the closing date and time has been reached and the bidder is obliged to accept it. The electronic clock on the website shows the official closing date and time for each lot.

3. Bidders who want to participate in the auction have to register at [www.numismatik.ch](http://www.numismatik.ch) before the auction. One can see the auction without registering but one cannot place any bids.

4. ED AG reserves the right to reject any bid without giving a reason, to determine the opening price, to set bidding increments, to vary the order of the auction, to reopen bidding for lots in the case of ambiguities, to withdraw any lot, to bid on behalf of ED AG or on behalf of the consignor, and to permit the consignor to bid for his/her own lots.

The minimum bid increments are:

1-99 CHF ⇒ 5 CHF

100-249 CHF ⇒ 10 CHF

250-499 CHF ⇒ 20 CHF

500-999 CHF ⇒ 50 CHF

1'000-2'499 CHF ⇒ 100 CHF

2'500-4'999 CHF ⇒ 200 CHF

5'000-9'999 CHF ⇒ 500 CHF

10'000-19'999 CHF ⇒ 1'000 CHF

20'000-49'999 CHF ⇒ 2'000 CHF

from 50'000 CHF ⇒ 5'000 CHF

5. Every bidder commits himself/herself personally for the purchases he/she has made. He/she cannot claim to have acted on behalf of a third party.

6. A commission of 15 % will be levied on the hammer price. Swiss statutory value added tax shall be levied at a rate of 7.7% on the total stated in the auction invoice (i.e. hammer price plus the buyer's premium and any shipping costs or insurance premiums) for all coins except state-minted gold coins and for all medals, banknotes, stocks and bonds, decorations, antiques, etc.

No value added tax shall be levied on state-minted gold coins and the associated buyer's premium.

No Swiss value added tax shall be levied where the auction lots are shipped by the auctioneer to a foreign country. Buyers resident outside Switzerland who collect the auction lots purchased in Zurich shall be charged Swiss value added tax.

7. Payment is to be made in total in Swiss francs (CHF) and is due within ten days after the auction. Payments have to be in cash, by bank transfer or PayPal. Bank transfers from foreign countries are subject to a fee of CHF 10 (Europe) and CHF 20 (other countries) and for PayPal the fee is 4,4%. Late payments will incur a monthly default interest of 1%.

**Requirements for PayPal payments:**

Amounts up to a maximum of CHF 500 can be paid with PayPal. Bidder and PayPal account owner must match. When paying via PayPal, the goods will be sent only to the shipping address stored in PayPal.

The auction item remains the property of the consignor until the auction invoice has been paid in full.

A shipping flat rate for postage, packaging, handling and insurance will be charged.

Switzerland = 10 CHF

Foreign country = 40 CHF

8. In the event full payment is not made within 60 days of the auction date, ED AG reserves the right to rescind the purchase agreement and to resell the item. The original purchaser must pay for the cost of such an auction and also pay any difference between the resale price and the previously successful bid. He is not entitled to any higher proceeds.

9. In principle, the auction lots are only handed over or shipped after full payment of the auction invoice. Costs incurred abroad, such as customs duties and taxes, as well as the associated shipping costs and insurance charges, are borne solely by the buyer.

Compliance with foreign customs and exchange regulation etc. is the responsibility of the buyer. ED AG expressly disclaims responsibility for any consequences that may arise from contravention of such regulations. Buyers are encouraged to keep their address information up to date on the website. ED AG assumes no liability for deliveries that cannot be carried out due to incorrect or insufficient address details.

10. There is a guarantee for the authenticity of the coins. All identifications and descriptions of the items in the online catalogue are put together in all conscience. Justified complaints have to be sent in within eight days after receipt of the coin(s). Coins that have been encapsulated ('slabbed') by a grading company may not be returned for any reason, if they have been removed from the encapsulation ('slab'). Multiple lots are sold as is without any return possibility.

11. The objects which come under the hammer are auctioned on behalf of a third party or are the property of ED AG. The buyer (successful bidder) has no entitlement to know the identity of

the consignor and agrees that ED AG may also receive a commission from the consignor.

#### **§ 4 Data protection**

1. All personal data are treated by ED AG as being highly confidential. In particular, no data will be handed over to third parties.

2. In case of legal provisions, an official regulation or investigation proceeding, however, ED AG is empowered to provide the relevant data to the relevant authorities.

3. Every user of the ED AG website agrees that ED AG user data, in connection with the use of the ED AG website with the help of electronic aids, is collected, processed and used in particular in order to organise the website and its presentation in view of the assumed needs of the users, and to ensure the security of the website. This concerns, in particular, the user's browser type, operating system and screen resolution etc.

#### **§ 5 Exclusion of liability**

1. ED AG seeks to provide perfect quality services and to maintain a functioning website within the scope of personal and financial possibilities.

2. ED AG is only liable for direct damage caused by an intentional or grossly negligent act. ED AG is not liable for direct damage caused by minor culpability for any legal reason, under reserve of obligatory mandatory provisions. Any liability for indirect or consequential damage - no matter for what legal reason - is totally and explicitly excluded.

3. ED AG is not liable for any temporary non-availability of the website, the malfunction of single or all of the website functions. In particular, no liability is accepted for

technical problems whereby bids are not accepted or are delayed or are processed in a faulty manner.

4. The ED AG website may be temporarily out of order or only partially usable due to maintenance work or other reasons without leading to any additional liability towards users or consignors.

5. The liability for financial losses and consequential damages is excluded, as far as legally permissible.

6. In particular, ED AG will not be liable for damage caused to users, consignors or third parties by other users, consignors or third parties by misuse of the ED AG website.

7. ED AG does not guarantee the actuality, correctness, legality, completeness or quality of the contents of websites linked to the ED AG website and excludes any liability in this connection.

## **§ 6 Applicable law and place of jurisdiction**

The contractual relationship between the parties is subject in all facets to Swiss law. The place of fulfilment is the office of ED AG in 8001 Zurich, Switzerland, and the exclusive place of jurisdiction is Zurich, Switzerland.

# Cancellation right

## **§ 1 Cancellation policy**

Right of return: Unless otherwise stated (lot sold as seen, no return), you can return the goods received within 14 working days without giving any reason by sending them back. The period begins with receipt of the goods and this instruction at the earliest. Only in the case of goods that cannot be sent by

parcel (e.g. bulky goods) can you also request a return in writing, e.g. explain by letter, fax or email. Timely dispatch of the goods or the return request is sufficient to meet the deadline.

The return or the return request must be sent to:

Erwin Dietrich AG

Werdmühleplatz 4

8001 Zurich

Tel: + 41 44 212 30 12

Fax: + 41 44 221 32 55

Email: [info@numismatik.ch](mailto:info@numismatik.ch)

Consequences of the return: In the event of an effective return, the services received by both parties must be returned and any benefits (e.g. advantages of use) surrendered. In case of deterioration of the goods, compensation can be claimed. This does not apply if the deterioration of the goods is solely due to their inspection - as would have been customary in a shop. Incidentally, you can avoid the obligation to pay compensation by not using the goods like an owner and by avoiding anything that may impair their value.

You can cancel your contractual declaration within 14 days without giving reasons in writing (e.g. letter, fax, e-mail) or - if the goods are at your disposal before the period ends - by returning the goods. The period begins after receipt of this instruction in writing, but not before receipt of the goods by the recipient (in the case of recurrent delivery of similar goods not before receipt of the first partial delivery) and also not before fulfilment of our information obligations in accordance with Article 246 § 2 in conjunction with § 1 para. 1, 2 EGBGB as well as our obligations according to § 312g para. 1 sentence 1 BGB in conjunction with Article 246 § 3 EGBGB. To maintain the cancellation period, the timely dispatch of the revocation or the goods is sufficient. The revocation must be sent to:

Münzenhandlung Erwin Dietrich AG  
Werdmühleplatz 4  
8001 Zürich  
Schweiz

Zurich, August 2020