

# **PRIVATE CUSTOMERS**

## **Article 1: Foreword**

These General Terms and Conditions of Sale are governed by Articles 1125 et seq. of the French Civil Code and the French Consumer Code.

The purpose of these General Terms and Conditions of Sale is to define the rights and obligations of Monnaie de Paris and the customer. They apply without restriction or reservations to the purchases made by end customers and non-professional buyers on the two Monnaie de Paris websites: [www.monnaiedeparis.fr](http://www.monnaiedeparis.fr) and [www.monnaiedeparis.com](http://www.monnaiedeparis.com) (hereinafter, the Website).

They also apply to other types of distance selling, such as telephone sales or mail-order sales, where distance selling is defined as any sales technique that allows the buyer to order a product without being present at the point of sale.

These General Terms and Conditions of Sale cancel and replace all previous Terms and Conditions of Sale.

They take precedence over any other document, such as brochures and catalogues.

Monnaie de Paris reserves the right to adapt or modify these Terms and Conditions of Sale at any time. In case of modification, only the General Terms and Conditions of Sale in force on the day of the order shall apply.

In the case of online sales, the customer acknowledges having read and accepted, at the time of the ordering an item, these General Terms and Conditions of Sale and has the possibility of saving it at any time on a durable medium by printing or downloading them, using the functions of the Website provided for this purpose.

Before the contract is concluded by other distance selling techniques, Monnaie de Paris sends customers, at a minimum, information concerning their identity, the essential characteristics of the goods, the price and cancellation policy. Monnaie de Paris shall provide the customers, by email, after the conclusion of the contract and at the latest at the time of delivery of the goods, these General Terms and Conditions of Sale.

## **Article 2: Identification of the seller**

Sales subject to these general terms and conditions are operated by Monnaie de Paris, a public industrial and commercial establishment under the supervision of the Ministry of Economy, Finance and Industry (139 rue de Bercy - 75012 Paris), registered at the *RCS de Paris* under the number B 160 020 012, SIRET number 160 020 012 00011, whose registered office is located at 11 Quai de Conti - 75270 Paris Cedex 06 - Telephone: +33 (0) 1 40 46 56 66 – Fax +33 (0) 1 40 46 57 00 Email [vad@monnaiedeparis.fr](mailto:vad@monnaiedeparis.fr) VAT No.: FR64160020012

The distance selling service of Monnaie de Paris can be reached by phone at +33 (0) 1 40 46 59 30 or by email: [vad@monnaiedeparis.fr](mailto:vad@monnaiedeparis.fr).

## **Article 3: Order**

### **Article 3.1: Capacity of the buyers**

Only persons legally able to enter into contracts concerning the items offered by Monnaie de Paris on the Website may place an order. When placing an order, you must have the full legal capacity to adhere to these General Terms and Conditions of Sale.

When you pay by credit card, you declare that you are fully authorised to use the said card.

### **Article 3.2: Ordering**

The list of items from Monnaie de Paris proposed in the context of distance selling is available on the Website.

- Online orders

Any order made on the Website warrants the buyer's full and unreserved acceptance of these General Terms and Conditions of Sale

The main steps for ordering are described below.

To place an order online, you must create an account on the Website. In order to create this account and be identified, you must fill in all mandatory fields in the identification form available on the Website.

Once you are identified, you will be able to select the items from the offers referenced on the Website. In accordance with the applicable legal provisions, each product sheet specifies the essential characteristics of the product, its price including VAT and the delivery time.

You can, pursuant to the applicable legal provisions, visualise your order and order a summary indicating the availability of the selected product(s) and listing the essential characteristics of the products ordered and their price. You will be able to modify or cancel the selection before making any payment.

Order finalisation requires full payment of the product price. To continue and finalise the order, click on "proceed to payment".

You will be asked to read these General Terms and Conditions of Sale and must expressly accept them before validating and paying for your order. By accepting the General Terms and Conditions of Sale, you acknowledge having received all necessary information before confirming your order.

After confirming the contents of your order and having been informed that by validating your order, you agree to pay the price, you will have to choose from the means of payment proposed by Monnaie de Paris and pay.

- Ordering by phone and by mail order

You can reach the distance selling service of Monnaie de Paris by telephone at the following number: +33 (0)1 40 46 59 30 available from Monday to Friday from 9 am to 6 pm

You can choose from being redirected to the Website to order online or ordering directly by phone.

You can also order by mail by sending your order to the following address: Service de Vente à Distance - 11, quai de Conti 75270 PARIS CEDEX 06.

### **Article 3.3: Order confirmation**

- Online orders

Once your order has been validated you will receive an order number and a confirmation email acknowledging receipt of your order. This email contains a link that allows you to access, download and print these General Terms and Conditions of Sale and the accompanying cancellation form.

The items and their prices are valid as long as they are visible on the Website, within the limit of available stock.

The sale will be considered definitive once the customer has completed payment and Monnaie de Paris has sent an order confirmation by email as mentioned in the first paragraph of this Article.

- Ordering by phone and by mail order

Once your order has been placed, Monnaie de Paris will send you a copy of these Terms and Conditions by email at the latest at the time of delivery of your product.

### **Article 4: Prices**

The prices of the items appearing on the Website are indicated in euros and include all taxes. They do not include delivery costs, which are specified elsewhere. The prices include VAT at the rate in force on the day of the order.

Items are invoiced on the basis of the rates in effect on the day of validation of your order.

The prices displayed on the various media containing offers from Monnaie de Paris, in particular paper documents such as purchase orders and leaflets, may have a limited validity period specified on said media. Please verify that the price is still in effect before placing your order.

The items remain the property of Monnaie de Paris until receipt of full payment by Monnaie de Paris.

Shipping costs are indicated when you validate your shipping method.

Orders placed on the Website with a delivery address outside of Metropolitan France, Corsica and the European Union may be subject to customs duties and dock dues payable upon delivery.

## **Article 5: Payment**

Payment for purchases on the Website can be made by credit card, PAYPAL, bank transfer or by cheque online (solely via the CHEQUEASY payment solution) at the time of the order.

Your order shipping will be made upon verification of the payment method you chose and according to your payment method following:

- Receipt of your credit card authorization or;
- Receipt and identification of your blank transfer on our bank account or;
- Receipt of your PAYPAL account debit or;
- Receipt of ONEY authorization
- Receipt and debit authorization of your cheque by our provider CHEQUEASY.

Monnaie de Paris reserves the right to refuse any delivery in case of refusal of authorisation of payment by credit card from officially accredited bodies, in case of non-payment and in case of legitimate reasons to doubt your means of payment.

### **5.1 Specific conditions about credit card paiement**

If you wish to pay by credit card, you will be asked to indicate your card number, the expiration date and the cryptogram (the last three digits on the back of your credit card) during the payment process. Monnaie de Paris accepts cards from the "CB" network, Visa, Mastercard and American Express. All orders are payable in euros. Your credit card will be debited at the time of the transaction.

Please also note that in the framework of your order, the "Fraud Expert" solution is used during processing of remote payments, and your personal data is processed by Ingenico E-Commerce Solutions SPRL, with the aim of preventing and fighting fraud (determination of a level of risk linked to a transaction, detection and management of any alerts resulting therefrom, information for merchants for decision-making by the latter, "human" verification of transactions with a certain level of risk, modelling of the score). The collection of some of your personal data is therefore mandatory for this purpose. Failing that, your transaction could be delayed or made impossible, and your order cancelled.

This data is sent to the authorised services of the Ingenico e-Commerce Solutions entities involved in this processing, to Monnaie de Paris, and to any third party whose intervention is necessary for the smooth performance of the payment process and the proposed services.

### **5.2 Specific conditions about 3 or 4 times payment by credit card**

You can choose to pay your order in 3 or 4 times by credit card from 150€ to 3,000€ purchase with our provider Oney Bank and its financing solution called "3x 4x Oney".

**Conditions:** This offer is only available for private customers (natural person of full age) living in France and owning a Visa card or a MasterCard valid until the end of the chosen funding period. Cards requiring systematic authorizations like Electron, Maestro, Nickel etc. as well as e-cards and Indigo and American Express cards are not accepted.

**Terms of subscription:** After the finalization of your order, you will have to click on the “bouton paiement en 3x 4x Oney par carte bancaire”. You will be then redirected to the 3x 4x Oney internet page, a detailed recap of your order and a personalized funding request will be displayed. They will need to be approved. You will then be asked to fill a form with your personal data or, if you already have a 3x 4x Oney account, you will have to identify with your account login data. You will review 3x 4x Oney terms and conditions you wish to subscribe to. Those terms and conditions will be provided to you in PDF so that you may read, print and register it before accepting it. You will then signify your acceptance by ticking the relevant box. You acknowledge that the “double-click” action and ticking the terms and conditions relevant box constitute your consent to contract and imply an irrevocable and unconditional acceptance of the terms and conditions.

Unless proven otherwise, Oney Bank registered data constitute proof of all the transactions between you and Oney Bank. If you chose a Oney Bank funding solution, your order information will be directly transferred to Oney Bank, that will review it to grant, manage and recover your credit.

Oney Bank retains the right to accept or refuse your 3x 4x Oney funding request.

You may withdraw from your funding request within 14 days.

**Operation:** 3 to 4 times payment by credit card allows you to pay your order as follows:

- A compulsory first contribution is debited on the day your order is confirmed to be shipped and corresponds to a third or a fourth of your order amount, to which are added fees corresponding to 1.45% of the amount of your order if you chose the 3 times payment or 2.2% of your order if you chose the 4 times payment (within a maximum limit of 10€ for a 3 times payment and 20€ for a 4 times payment);
- 2 or 3 monthly payments, corresponding each to a third or a fourth of your order amount will be collected on your account 30 days and 60 days from your first payment if you choose the 3 times payment and 30 days, 60 days and 90 days from your first payment if you choose the 4 times payment.

You may use the 3 times payment from a 150€ order to a 3,000€ order and use the 4 times payment from a 350€ order to a 3,000€ order.

**Temporary promotional offer specific conditions:** occasionally, Monnaie de Paris may offer you a 3 or 4 times payment without additional fees.

If you choose the 3 times payment without fees: your order funding cost is 0%.

If you choose the 4 times payment without fees: your order funding cost is 0%.

Oney Bank - SA au capital de 50 741 215€ - Siège social : 40 avenue de Flandre 59170 CROIX  
- FRANCE - RCS Lille Métropole 546 380 197 - n° Orias : 07 023 261 - [www.orias.fr](http://www.orias.fr) -  
Correspondance : CS 60006 - 59 895 Lille Cedex 9 - [www.oney.fr](http://www.oney.fr)

### 5.3 Specific conditions about cheque payment

As soon as your order has been finalized, if you choose to pay by cheque, you will have to send your cheque deposit and your cheque, payable to Monnaie de Paris, to the following address:

VIAMOBIS / CHEQUEASY

25 rue Louis le Grand 75002 PARIS FRANCE

You will have to send your cheque and the printable coupon on which your order number has to be written.

If you wish to pay your order by cheque, delivery times will run from the date of the effective reception of your cheque by Chequeasy.

You are informed that any cheque payment is accepted subject to the agreement of our partner Chèque Service. Chèque Service controls cheque payments to prevent any risks due to the fraudulent use of cheque books. Information on the cheque (CMC7 stripe) are subject to an automatic data processing aim to deliver a recommendation regarding the cheque in order to ensure or warn Monnaie de Paris about the correct payment. This processing is made by Chèque service by consulting the FNCFI (the French national register of irregular cheques) of the Banque de France and using parameters set to support the decision. However, according to French law, Chèque service cannot access nor have a look at the bank account of the cheque's holder. This processing has been declared to the French Data Protection Authority (CNIL). These data are kept until the end of our contractual relationship, except specific legal dispositions. In accordance with the French "Loi informatique et liberté" dated 1978 January 6<sup>th</sup>, you have a right to access, rectify, erase and oppose the processing of your personal data by calling Chèque service customer service to the following number: + 331.40.08.65.33, or by sending an email to the following address [cheque-service@atos.net](mailto:cheque-service@atos.net).

Payment by cheque is available for telephone or mail order sales in addition to Credit card and bank wire.

Purchases made in stores require a copy of an identity document for all purchases of precious metals or money.

## **Article 6: Delivery**

The items ordered are delivered to metropolitan France, overseas departments and regions (DOM/ROM) and overseas communities (COM), to countries of the European Union and countries outside the European Union, with the exception of Lebanon and Russia.

The delivery time of your order is indicated in your order summary. In the event that the time limit is exceeded, you may send a registered letter with acknowledgement of receipt or any other durable medium such as an email to the customer service department of Monnaie de Paris requesting that the latter carry out delivery within a reasonable additional period. In the absence of delivery, you can use the same means to request that your order be cancelled. You will then be refunded the entire amount paid by automatic transfer to the bank account used for secure payment by credit card within fourteen (14) days following receipt of your letter by Monnaie de Paris. If you receive the product after cancelling, Monnaie de Paris will refund the amount paid and pay for the product's return either by sending you a COLISSIMO label or by reimbursing the cost of the return on a flat-rate basis of 9 € inclusive of taxes (nine Euros all taxes included). We kindly request that you contact the Claims Department at +33 (0) 1 40 46 55 00 or by email at [reclamation@monnaiedeparis.fr](mailto:reclamation@monnaiedeparis.fr) for more information. Monnaie de Paris may defer repayment until it has received the goods or until you have provided proof of

expedition of the goods, whichever comes earlier. To facilitate the refund, you may send your bank account information (RIB) along with your refund request. The indicative delivery times are eight days (8) for metropolitan France and ten days (10) for countries in the European Union, twelve days (12) for DROM-COM and twelve days (12) for countries outside the European Union. The exact delivery time is indicated for each order and must be considered the contractual delivery time.

In case of an order including several goods with various delivery dates, the delivery time of our order will be the one of the good with the furthest delivery date.

Orders are shipped to the mailing addresses you entered at the time of your order. They are delivered by La Poste in France, in overseas packages for the DROM-COM and in international parcels for countries outside the European Union.

Shipping costs are nine euros (9) for delivery in France and Corsica, sixteen euros (16) for delivery in the DROM-COM, thirty euros (30) for countries of the European Union and countries outside the European Union. These shipping costs are inclusive of all taxes.

An email for tracking the package will be sent to you as soon as your order leaves our premises. This email contains your package number and an Internet link that allows you to track the route to your destination.

In case of delay of delivery signalled by the customer to Monnaie de Paris, the latter will check if the order has been shipped or not. If it has been, Monnaie de Paris will request that La Poste carry out an investigation to verify whether the order has been sent or if the package has been lost or stolen. For information purposes, the time limit for inquiries are approximately 5 to 6 weeks for shipments in metropolitan France and approximately 7 to 8 weeks for other shipments.

## **Article 7: Warranty and exchanges**

Pursuant to the legal provisions in force relative to the conformity of the product sold, Monnaie de Paris refunds or exchanges products that are defective or do not correspond to your order. The contents and methods of exercising this legal warranty are described in Articles L.217-4 et seq. of the French Consumer Code.

You have a period of two years as from delivery of the items to act. Subject to the conditions of cost foreseen in Article L. 217-9 the French Consumer Code, you may request the replacement or repair of the items. You are exempt from proof of the non-conformity of the items during the twenty-four months following their delivery. The legal warranty of conformity applies regardless of any commercial warranties.

You also benefit from the legal warranty covering hidden defects provided for in Articles 1641 et seq. of the French Civil Code. In such a case you can choose between cancellation of the sale or a reduction of the sale price in accordance with Article 1644 of the French Civil Code.

Please verify that the items delivered to you correspond to those you ordered upon receipt of your order.

Please also check the condition of the items that were ordered by and delivered to you. In case of damage, tearing or opening of the packaging of your package, please refuse the parcel or make the usual reservations on the delivery slip of La Poste and contact the customer service department of Monnaie de Paris by phone at +33 (0) 1 40 46 55 00 to indicate the reasons for refusal of the delivery. Monnaie de Paris will request that La Poste carry out an investigation to verify whether the order was delivered in good condition or not. For information purposes, the time limit for inquiries are approximately 5 to 6 weeks for shipments in metropolitan France and approximately 7 to 8 weeks for other shipments.

In all the above cases, you must return the item(s) ordered to Monnaie de Paris in their original condition. You will be reimbursed, within fourteen (14) days (from the date of receipt by Monnaie de Paris of the returned products), the total amount you paid, by automatic transfer to the bank account used for payment by credit card. Monnaie de Paris will pay the product return cost either by sending you a COLISSIMO label or by reimbursing the return costs on the basis of a flat-rate payment of 9 € TTC (nine euros all taxes included). We kindly request that you contact the Claims Department (*Service réclamations*) at + 33 (0) 1 40 46 55 00 or by email at [reclamation@monnaiedeparis.fr](mailto:reclamation@monnaiedeparis.fr) for more information. To facilitate the refund, you may send your bank account information (RIB) along with your refund request.

You may also request that the item(s) ordered be exchanged. In this case, please contact the customer service department of Monnaie de Paris to indicate your exchange request and return the item(s) ordered to Monnaie de Paris in their original condition.

It is recalled that you benefit in any case from the legal warranties mentioned above.

## **Article 8: Cancellation right**

### **Article 8.1: Cancellation right**

Pursuant to the legal provisions in force, you have the right to withdraw without giving reasons within fourteen (14) days following receipt of the ordered items.

To exercise the cancellation right, you must notify us of your decision to cancel the order by means of a statement without ambiguity (by post, fax or email) at the following address:

Monnaie de Paris

11 Quai de Conti – 75270 Paris Cedex 06 –

Fax +33 (0) 1 40 46 57 08

[reclamation@monnaiedeparis.fr](mailto:reclamation@monnaiedeparis.fr)

You can use the cancellation template attached in Annex 1 to these General Terms and Conditions of Sale. This is not mandatory.

In order for the cancellation period to be respected, you must send your letter, fax or email relative to the exercise of the cancellation right before the expiry of the deadline.



## **Article 8.2: Effects of cancellation**

In the event of cancellation, Monnaie de Paris will reimburse all payments received from you. Please contact the Claims Department at +33 (0) 1 40 46 55 00 or by email at [reclamation@monnaiedeparis.fr](mailto:reclamation@monnaiedeparis.fr) for more information. Reimbursement will take place without undue delay and in any event not later than fourteen days from the date on which Monnaie de Paris was informed of your decision to cancel the order. Monnaie de Paris will carry out the reimbursement using the same means of payment as that used for the initial transaction. This reimbursement will not incur any costs other than the abovementioned option, if any. To facilitate the refund, you may send your bank account information (RIB) along with your refund request.

In accordance with the articles L221-23 of the French Consumer Code, the return shipping costs will be at your own expense and will not be reimbursed by Monnaie de Paris.

When your order contained a gift, offered by Monnaie de Paris under conditions, and that you do not fulfil those conditions after your cancellation and return, you must return the gift at your own expense to Monnaie de Paris, with the other returned products.

Monnaie de Paris may defer reimbursement until it has received the goods or until you have provided proof of expedition of the goods, whichever comes earlier.

## **Article 8.3: Exclusion of the cancellation right for products engraved at the request of the customer**

The cancellation right does not apply for products engraved at your request, in application of the provisions of the 3<sup>rd</sup> paragraph of Article L.121-28 of the French Consumer Code, which provides that "*the cancellation right can not be exercised for contracts for the supply of goods made according to consumer specifications or which are clearly personalized*".

## **Article 9: Personal data - Confidentiality**

Personal data collected and processed by Monnaie de Paris, is the data that you deliberately give when you create your account on the form available on the "login" page and during your transactions. It can also include your IP address (address of the computer) which is automatically collected. Monnaie de Paris also collects some personal data (first name, name, electronic address) when you are connecting through social network accounts (such as Facebook connect) in accordance with your connection settings.

You agree to transmit personal data that is truthful. Monnaie de Paris shall take all appropriate measures to limit the risk of loss, deterioration or misuse of the collected data.

The information and data concerning you are necessary for the management of your order and our commercial relations and are only collected for these purposes. The data can also be used by Monnaie de Paris for reminders on abandoned transactions purposes by email. They are also processed for detecting transactions at risk, which leads to payment block. The processing of personal data is subject to a declaration to the National Commission for Data Protection and Liberties (CNIL). They are retained for a period equal to the contractual relations, unless otherwise specifically provided by law.

Monnaie de Paris may also communicate these to third parties such as its suppliers or its business partners for the proper implementation of the contract, for newsletters emailing or for commercial prospection purposes.

The mandatory data is marked as such by an explicit mention on the Website.

In accordance with the applicable French and European regulations relative to the protection of personal data, you have the right to access, rectify, oppose, oppose the processing, limit and delete your personal data, as well as provide specific instructions to Monnaie de Paris on how your personal data should be treated after your death, by making a request by email or postal mail to Monnaie de Paris at the following address: Monnaie de Paris - Déléguée à la Protection des Données (DPO) - 11 quai de Conti - 75270 Paris Cedex 06

or [donneespersonnelles@monnaiedeparis.fr](mailto:donneespersonnelles@monnaiedeparis.fr)

You also have the right to oppose use of your personal data for the purposes of receiving commercial prospection, by making a request by email or postal mail to the above addresses.

In case of payment block with your credit card, you can contact us at the following address [vad@monnaiedeparis.fr](mailto:vad@monnaiedeparis.fr) or make your payment by other means.

## **Article 10: Litigation, Force Majeure and Applicable Law**

These General Terms and Conditions of Sale are subject to French law.

In the event of a dispute, you may have recourse to a conventional mediation procedure or to any other alternative means of dispute settlement.

In accordance with the provisions of the French Consumer Code concerning the amicable settlement of disputes, Monnaie de Paris adheres to the e-commerce mediation service of FEVAD (French Federation of e-commerce and distance selling) whose contact details are as follows: 60 Rue La Boétie – 75008 Paris – <http://www.mediateurfevad.fr>. After prior written authorisation from the customers vis-à-vis Monnaie de Paris, the mediation service (*Service du médiateur*) can be seized for any consumer dispute whose settlement was not successful. To find out how to refer the case to the mediation service, click [here](#). In the event of legal action, all disputes relative to the interpretation and/or performance of the services covered by these General Terms and Conditions of Sale will be the jurisdiction of the French courts.

In the event of a dispute, you may go to the Online Dispute Resolution platform set up by the European Commission in order to undertake a contractual conciliation procedure or any other alternative method of dispute resolution.

However, neither Party may be held liable for the total or partial non-performance of its obligations if this non-performance is due to a fortuitous event or the occurrence of an element constituting force majeure as defined by case law, such as, but not limited to, flood, fire, storm, lack of raw materials, total or partial strike of transport and postal services.

In such a case the parties agree that they shall meet to discuss the situation as soon as possible in order to determine the modalities of performance of the order if the case of force majeure continues beyond a period of one month.

In the event that any of the provisions are cancelled or considered to be unenforceable to the customer by a court decision, then the remaining provisions of these General Terms and Conditions of Sale shall remain in full force.

# **PROFESSIONAL CUSTOMERS**

## **Article 1: Foreword**

These General Terms and Conditions of Sale are governed by Articles 1125 et seq. of the French Civil Code as well as by the provisions of Article L.441-6 of the French Commercial Code.

The purpose of these General Terms and Conditions of Sale is to define the rights and obligations of Monnaie de Paris and professional buyers that apply without restriction or reservations to purchases made by professional buyers on the two Monnaie de Paris websites: [www.monnaiedeparis.fr](http://www.monnaiedeparis.fr) and [www.monnaiedeparis.com](http://www.monnaiedeparis.com) (hereinafter the Website).

These General Terms and Conditions for Online Sales cancel and supersede all previous General Terms and Conditions of Online Sales.

They take precedence over any other document, such as brochures and catalogues.

Monnaie de Paris reserves the right to adapt or modify these Terms and Conditions of Sale at any time. In case of modification, only the General Terms and Conditions of Sale in force on the day of the order shall apply.

In the case of online sales, the customer acknowledges having read and accepted, at the time of the ordering an item, these General Terms and Conditions of Sale and has the possibility of saving it at any time on a durable medium by printing or downloading them, using the functions of the Website provided for this purpose.

## **Article 2: Identification of the seller**

Sales subject to these General Terms and Conditions are operated by Monnaie de Paris, a public industrial and commercial establishment under the supervision of the Ministry of Economy, Finance and Industry (139 rue de Bercy - 75012 Paris), registered at the *RCS de Paris* under the number B 160 020 012, SIRET number 160 020 012 00011, whose registered office is at 11 Quai de Conti - 75270 Paris Cedex 06 - Telephone: +33 (0) 1 40 46 56 66 – Fax +33 (0) 1 40 46 57 00 Email [vad@monnaiedeparis.fr](mailto:vad@monnaiedeparis.fr) VAT No.: FR64160020012

The distance selling service of Monnaie de Paris can be reached by phone on +33 (0) 1 40 46 59 30 or by email: [vad@monnaiedeparis.fr](mailto:vad@monnaiedeparis.fr).

## **Article 3: Order**

### **Article 3.1: Capacity of the customer**

Only persons legally able to enter into contracts concerning the items offered by Monnaie de Paris on the Website may place an order. When placing an order, you must have the full legal capacity to adhere to these General Terms and Conditions of Sale. When you pay by credit card, you declare that you are fully authorised to use the said card.

## **Article 3.2: Ordering**

The list of items from Monnaie de Paris proposed in the context of distance selling is available on the Website.

Any order made on the Website warrants the buyer's full and unreserved acceptance of these General Terms and Conditions of Sale

The main steps for ordering are described below.

To place an order online, you must create an account on the Website. In order to create this account and be identified, you must fill in all mandatory fields in the identification form available on the Website.

Once you are identified, you will be able to select the items from the offers referenced on the Website. In accordance with the applicable legal provisions, each product sheet specifies the essential characteristics of the product, its price including VAT and the delivery time.

You can, pursuant to the applicable legal provisions, visualise your order and order a summary indicating the availability of the selected product(s) and listing the essential characteristics of the products ordered and their price. You will be able to modify or cancel the selection before making any payment.

Order finalisation requires full payment of the product price. To continue and finalise the order, click on "proceed to payment".

You will be asked to read these General Terms and Conditions of Sale and must expressly accept them before validating and paying for your order. By accepting the General Terms and Conditions of Sale, you acknowledge having received all necessary information before confirming your order. After confirming the contents of your order and having been informed that by validating your order, you agree to pay the price, you will have to choose from the means of payment proposed by Monnaie de Paris and pay.

## **Article 3.3: Order confirmation**

Once your order has been validated you will receive an order number and a confirmation email acknowledging your order. This email contains a link allowing you to access these General Terms and Conditions of Sale, which can be downloaded and printed.

The items and their prices are valid as long as they are visible on the Website, within the limit of available stock.

The sale will be considered definitive once the customer has completed payment and Monnaie de Paris has sent an order confirmation by email as mentioned in the first paragraph of this Article.

## **Article 4: Prices**

The prices of the items appearing on the Website are indicated in euros and include all taxes. They do not include delivery costs, which are specified elsewhere. The prices include VAT at the rate in force on the day of the order.

Items are invoiced on the basis of the rates in effect on the day of validation of your order.

The items remain the property of Monnaie de Paris until receipt of full payment by Monnaie de Paris.

It is expressly agreed that the transfer of ownership of the products sold is subject to full payment of the price in principal and other charges on the agreed date. Payment is deemed to have been made only upon effective receipt of the sums by Monnaie de Paris. In the exceptional case where delivery takes place before full payment of the price, the products are in the custody of the buyer who must bear the risks they are subject to or cause for any reason whatsoever, even in case of force majeure, a fortuitous event, or if caused by a third party.

In the event that these products are processed or resold, Monnaie de Paris reserves the right to claim the price. In the event of collective proceedings, safeguard, receivership, or court-ordered liquidation of the customer, Monnaie de Paris reserves the right to claim the products delivered in accordance with the provisions of Article L.624-9 et seq. of the French Commercial Code. Notwithstanding anything to the contrary, this retention of title clause is enforceable against the customer and its creditors. The customer expressly accepts the terms, even if its own terms and conditions of purchase contain a contrary provision, which it then declares to renounce in its relationship with Monnaie de Paris. In the event of the application of this retention of title clause, the sums paid by the buyer remain acquired by Monnaie de Paris.

Shipping costs are indicated when you validate your shipping method.

Orders placed on the Website with a delivery address outside of Metropolitan France, Corsica and the European Union may be subject to customs duties and dock dues payable upon delivery.

## **Article 5: Payment**

Payment for purchases on the Website can be made by credit card or PAYPAL or by bank transfer or by cheque online (solely via the CHEQUEASY payment solution) at the time of the order.

Your order shipping will be made upon verification of the payment method you chose and according to your payment method following:

- Receipt of your credit card authorization or;
- Receipt and identification of your blank transfer on our bank account or;
- Receipt of your PAYPAL account debit or;
- Receipt of ONEY authorization
- Receipt and debit authorization of your cheque by our provider CHEQUEASY.

Monnaie de Paris reserves the right to refuse any delivery in case of refusal of authorisation of payment by credit card from officially accredited bodies, in case of non-payment and in case of legitimate reasons to doubt your means of payment.

### **5.1 Specific conditions about credit card paiement**

If you wish to pay by credit card, you will be asked to indicate your card number, the expiration date and the cryptogram (the last three digits on the back of your credit card) during the payment process. Monnaie de Paris accepts cards from the “CB” network, Visa, Mastercard and American

Express. All orders are payable in euros. Your credit card will be debited at the time of the transaction.

Any delay in payment of invoices issued by Monnaie de Paris as from the due date will give rise to the application of late payment interest equal to three times the legal interest rate in force on the invoice issue date, without the necessity of a reminder, pursuant to Article L.441-6 of the French Commercial Code.

Any non-performance by the customer, in full or part, of its obligation to pay or any delay in payment will also result in the payment of liquidated damages for collection costs equal to 40 euros, fixed by Article D 441-5 of the French Commercial Code. When collection costs incurred are greater than the amount of the liquidated damages, Monnaie de Paris may request additional compensation upon justification.

Please also note that in the case of payments made by credit card in the framework of your order, the "Fraud Expert" solution is used during processing of remote payments, and your personal data is processed by Ingenico E-Commerce Solutions SPRL, with the aim of preventing and fighting fraud (determination of a level of risk linked to a transaction, detection and management of any alerts resulting therefrom, information for merchants for decision-making by the latter, "human" verification of transactions with a certain level of risk, modelling of the score). The collection of some of your personal data is therefore mandatory for this purpose. Failing that, your transaction could be delayed or made impossible, and your order cancelled.

This data is sent to the authorised services of the Ingenico e-Commerce Solutions entities involved in this processing, to Monnaie de Paris, and to any third party whose intervention is necessary for the smooth performance of the payment process and the proposed services.

## **5.2 Specific conditions about cheque payment**

Regarding CHEQUEASY, as soon as your order has been finalized, you will have to send your cheque deposit and your cheque, payable to Monnaie de Paris, to the following address:

VIAMOBIS / CHEQUEASY

25 rue Louis le Grand

75002 PARIS FRANCE

You will have to send your cheque and the printable coupon on which your order number has to be written.

If you wish to pay your order by cheque, delivery times will run from the date of the effective reception of your cheque by Chequeasy.

You are informed that any cheque payment is accepted subject to the agreement of our partner Chèque Service. Chèque Service controls cheque payments to prevent any risks due to the fraudulent use of cheque books. Information on the cheque (CMC7 stripe) are subject to an automatic data processing aim to deliver a recommendation regarding the cheque in order to ensure or warn Monnaie de Paris about the correct payment. This processing is made by Chèque service by consulting the FNCFI (the French national register of irregular cheques) of the Banque de France and using parameters set to support the decision. However, according to French law, Chèque service cannot access nor have a look at the

bank account of the cheque's holder. This processing has been declared to the French Data Protection Authority (CNIL). These data are kept until the end of our contractual relationship, except specific legal dispositions. In accordance with the French "Loi informatique et liberté" dated 1978 January 6<sup>th</sup>, you have a right to access, rectify, erase and oppose the processing of your personal data by calling Chèque service customer service to the following number: + 331.40.08.65.33, or by sending an email to the following address [cheque-service@atos.net](mailto:cheque-service@atos.net).

## **Article 6: Delivery**

The items ordered are delivered to metropolitan France, overseas departments and regions (DOM/ROM) and overseas communities (COM), to countries of the European Union and countries outside the European Union, with the exception of Lebanon and Russia.

The delivery time of your order is indicated in your order summary. Delivery times are eight days (8) for metropolitan France and ten days (10) for the countries of the European Union, twelve days (12) for DROM-COM and twelve days (12) for countries outside the European Union, with the exception of personalised products for which the delivery period is fifteen days (15). The aforementioned delivery times are strictly indicative. Monnaie de Paris is released from its obligation to deliver in all cases of fortuitous events or force majeure. Delays in delivery cannot give rise to damages, reductions in prices, withholding of funds, modification or cancellation of orders in progress.

In case of an order including several goods with various delivery dates, the delivery time of our order will be the one of the good with the furthest delivery date.

Orders are shipped to the mailing addresses you entered at the time of your order. They are delivered by La Poste in France, in overseas packages for the DROM-COM and in international parcels for countries outside the European Union.

Shipping costs are nine euros (9) for delivery in France and Corsica, sixteen euros (16) for delivery in the DROM-COM, thirty euros (30) for countries of the European Union and countries outside the European Union. These shipping costs are inclusive of all taxes.

An email for tracking the package will be sent to you as soon as your order leaves our premises. This email contains your package number and an Internet link that allows you to track the route to your destination.

In case of delay of delivery signalled by the customer to Monnaie de Paris, the latter will check if the order has been shipped or not. If it has been, Monnaie de Paris will request that La Poste carry out an investigation to verify whether the order has been sent or if the package has been lost or stolen. For information purposes, the time limit for inquiries are approximately 5 to 6 weeks for shipments in metropolitan France and approximately 7 to 8 weeks for other shipments.



## **Article 7: Warranty and exchanges**

You also benefit from the legal warranty covering hidden defects provided for in Articles 1641 et seq. of the French Civil Code. In such a case you can choose between the cancellation of the sale or a reduction of the sale price in accordance with Article 1644 of the French Civil Code.

Please verify that the items delivered to you correspond to those you ordered upon receipt of your order.

Please also check the condition of the items that were ordered by and delivered to you. In case of damage, tearing or opening of the packaging of your package, please refuse the parcel or make the usual reservations on the delivery slip of La Poste and contact the customer service department of Monnaie de Paris by phone at +33 (0) 1 40 46 55 00 to indicate the reasons for refusal of the delivery. Monnaie de Paris will request that La Poste carry out an investigation to verify whether the order was delivered in good condition or not. For information purposes, the time limit for inquiries are approximately 5 to 6 weeks for shipments in metropolitan France and approximately 7 to 8 weeks for other shipments.

In this case, you must return the item(s) ordered to Monnaie de Paris in their original condition. You will be reimbursed, within fourteen (14) days (from the date of receipt by Monnaie de Paris of the returned products), the total amount you paid, by automatic transfer to the bank account used for payment by credit card. Monnaie de Paris will pay the product return cost either by sending you a COLISSIMO label or by reimbursing the return costs on the basis of a flat-rate payment of 9 € TTC (nine euros all taxes included). Please contact the Claims Department (*service réclamation*) at +33 (0)1 40 46 55 00 or by email at [reclamation@monnaiedeparis.fr](mailto:reclamation@monnaiedeparis.fr) for further information. To facilitate the reimbursement, you may send your bank account information (RIB) along with your reimbursement request.

You may also request that the item(s) ordered be exchanged. In this case, please contact the customer service department of Monnaie de Paris to indicate your exchange request and return the item(s) ordered to Monnaie de Paris in their original condition.

It is recalled that you benefit in any case from the legal warranties mentioned above.

## **Article 8: Personal data - Confidentiality**

Personal data collected and processed by Monnaie de Paris, is that which you voluntarily transmit when you create your account on the form available on the page “login” and during your transactions, as well as the IP address (address of the computer) automatically collected. Monnaie de Paris also collects some personal data (first name, name, electronic address) when you are connecting through social network accounts (such as Facebook connect) in accordance with your connection settings.

You agree to transmit personal data that is truthful. Monnaie de Paris shall take all appropriate measures to limit the risk of loss, deterioration or misuse of the data collected.

The information and data concerning you are necessary for the management of your order and our commercial relations and are collected for these purposes. The data can also be used by Monnaie de Paris for reminders on abandoned transactions purposes by email. They are also processed for

detecting transactions at risk, which leads to payment block. The processing of personal data is subject to a declaration to the National Commission for Data Protection and Liberties (CNIL).

They are retained for a period equal to that of the contractual relations, unless otherwise specifically provided by law.

Monnaie de Paris may also communicate these to third parties such as its suppliers or its business partners for the proper implementation of the contract, for newsletters emailing or for commercial prospection purposes.

The mandatory data is marked as such by an explicit mention on the Website.

In accordance with the applicable French and European regulations protection relative to the protection of personal data, you have the right to access, rectify, oppose, oppose the processing, limit and delete your personal data, as well as provide specific instructions to Monnaie de Paris on how your personal data should be treated after your death, by making a request by email or postal mail to Monnaie de Paris at the following address: Monnaie de Paris - Délégué à la Protection des Données (DPO) - 11 quai de Conti - 75270 Paris Cedex 06 or [donneespersonnelles@monnaiedeparis.fr](mailto:donneespersonnelles@monnaiedeparis.fr)

You also have the right to oppose use of your personal data for the purposes of receiving commercial prospection, by making a request by email or postal mail to the above addresses.

In case of payment block with your credit card, you can contact us at the following address [vad@monnaiedeparis.fr](mailto:vad@monnaiedeparis.fr) or make your payment by other means.

## **Article 9: Litigation, Force Majeure and Applicable Law**

These General Terms and Conditions of Sale are subject to French law.

Disputes relative to these orders as well as to the interpretation and/or performance of the present terms and conditions of sale will be the competence of the Commercial Court of Paris to which jurisdiction is attributed.

However, neither Party may be held liable for the total or partial non-performance of its obligations if this non-performance is due to a fortuitous event or the occurrence of an element constituting force majeure as defined by case law, such as, but not limited to, flood, fire, storm, lack of raw materials, total or partial strike of transport and postal services.

In such a case, the parties agree that they shall meet to discuss the situation as soon as possible in order to determine the modalities of performance of the order if the case of force majeure continues beyond a period of one month.

In the event that any of the provisions are cancelled or considered to be unenforceable to the customer by a court decision, then the remaining provisions of these General Terms and Conditions of Sale shall remain in full force.

