

Article 1: Preamble

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

The purpose of these General Conditions of Sale is to define the rights and obligations of La Monnaie de Paris (hereafter "the Paris Mint") and purchasers. They apply, without restriction or reservation, to purchases made by consumers and non-professionals on the following two websites of the Paris Mint: www.monnaiedeparis.fr and www.monnaiedeparis.com (hereafter "the Site").

They also apply to other types of distance selling, particularly telephone sales and mail order selling, with distance selling being defined as a sales technique allowing the purchaser to order a product without being present at the place of sale.

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

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

The Paris Mint reserves the right to adapt or amend these General Conditions of Sale at any time. In the event of amendment, only the General Conditions of Sale in force on the day of the order will be applied.

As far as online sales are concerned, the customer acknowledges having noted and accepted, when placing an order for an item, these General Conditions of Sale and has, at all times, the right to save them on a durable medium by printing them off or downloading them, using the Site functions provided for that effect.

As far as other distance selling techniques are concerned, the Paris Mint shall provide the customer, before the contract is entered into, with at least the information relating to its identity, the essential characteristics of the products, their price and the right to cancel. The Paris Mint shall, after the contract has been entered into, and no later than the delivery of the item purchased, provide the customer with these General Conditions of Sale by email.

Article 2: Identification of the vendor

Sales subject to these general conditions are made by the Paris Mint, a French public industrial and commercial enterprise (établissement public industriel et commercial) under the aegis of the Ministry of the Economy, Finance and Industry (139 rue de Bercy - 75012 Paris), registered in the Paris Trade and Companies Register under number B 160 020 012, SIRET (French business registration) number 160 020 012 00011, whose registered office is located at 11 Quai de Conti – 75270 Paris Cedex 06 – Telephone: 01 40 46 56 66 – Fax 01 40 46 57 00 Email: vad@monnaiedeparis.fr VAT No.: FR64160020012

The Paris Mint's distance selling department can be contacted by telephone at 01 40 46 59 30 or by email at vad@monnaiedeparis.fr

Article 3: Order

Article 3.1: Capacity of the purchasers

Only persons legally capable of entering into contracts concerning the items offered by the Paris Mint on the Site can place an order. When placing the order, you must have full legal capacity to sign up to these General Conditions of Sale.

When paying by bank card, you state that you are fully authorised to use the said card.

Article 3.2: Placing the order

The list of the Paris Mint's items offered in respect of the distance selling can be viewed on the Site.

- Online order

Any order placed on the Site means that the purchaser signs up fully and unreservedly to these General Conditions of Sale.

The main stages of your order are described below.

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

Once you have been identified, you will be able to select the items from the references of the offers available on the Site. In accordance with the legal provisions applicable, each product information sheet details the basic characteristics of the product, its price including taxes and the delivery time.

You may, pursuant to the legal provisions applicable, display your order and a summary of it advising you if the selected product(s) is/are available and reiterating the basic characteristics of the products ordered and their price. Before any payment, you will be able to amend or cancel your selection.

The finalising of the order shall entail the full payment of the product price. To continue and finalise the ordering process you must click on "make payment".

Before any validation and payment of your order, you will also be asked to reread these General Conditions of Sale and must expressly accept them. By accepting the General Conditions of Sale, you acknowledge that you have received all of the necessary information before confirming your order.

After confirming the content of your order and being advised that, by validating your order, you undertake to pay the price, you must choose from the means of payment offered by the Paris Mint and make the payment.

- Ordering by telephone and by post

You can contact the Paris Mint's distance selling department by telephone on the following number: 01.40.46.59.30 available from Monday to Friday between 9 a.m. and 6 p.m.

You will have the option of being redirected to the Site to order online or to order directly by telephone.

You can also order by mail order by sending your order in the post to the following address: Service de Vente à Distance 11 Quai de Conti. 75270 PARIS Cedex 06

Article 3.3: Order confirmation

- Online order

Once your order is validated, a confirmation email will be sent to you acknowledging receipt of your order and an order number will be assigned to you. This email contains a link allowing you to access these General Conditions of Sale again and also the attached cancellation form, both of which can be downloaded and printed.

Offers of items and the price for them are valid as long as they are visible on the Site, up to the limit of the available stock.

The sale will only be deemed finalised after the customer has completed the payment procedures and the Paris Mint has confirmed the order by the email mentioned in the first paragraph of this Article.

- Ordering by telephone and by post

Following your order, the Paris Mint will, no later than the moment of delivery of your product, send you, by email, a copy of these General Conditions of Sale.

Article 4: Prices

The price of the items appearing on the Site are shown in euros and include taxes, but exclude delivery costs which are also detailed. The prices include the VAT prevailing on the day of the order.

The items will be invoiced on the basis of the prices in force on the day that your order is validated.

The prices shown on the various media containing offers from the Paris Mint, particularly anything in hard copy format, such as the purchase order and leaflets, may have a limited period of validity stated on the medium. Before placing an order, you should check that the price is still in force.

The items remain the property of the Paris Mint until it has fully collected the price

The amount of the delivery costs is indicated when your method of shipment is validated.

Orders recorded on the Site and for which the delivery address is located outside of metropolitan France and Corsica and in countries outside of the European Union may possibly be subject to customs duties and dock dues payable on delivery.

Article 5: Payment

Payment for purchases made on the Site is by bank card or by PAYPAL at the time of ordering. When paying for your items, you should indicate your card number, its expiry date and security code (the last three digits located on the back of your bank card). The Paris Mint accepts "Carte Bleue", Visa, MasterCard and American Express cards. All orders are payable in euros. Your bank card is debited at the time of the transaction.

The transaction is secure. The confidentiality of the banking information that you send is ensured by the Payline server that encrypts your bank card number.

Furthermore, we hereby inform you, in connection with your order, of the use of the "Fraud Expert" solution in addition to the processing of card not present payments. Your personal data is processed by Ingenico e-Commerce Solutions SPRL being the controller, for the purpose of preventing and combating fraud (determining risk levels associated with transactions, detecting and managing any resulting alerts, informing merchants to allow them to take decisions, "human" reviews of transactions with a specified level of risk, modelling of the score).

The collection of certain of your personal data is a mandatory requirement for this purpose. Without this data, your transaction could be delayed or rendered impossible and your order cancelled.

This data is intended for the authorised departments of the Ingenico e-Commerce Solutions entities involved in such processing, and for the merchant, as well as for any third party whose involvement is required to ensure the smooth operation of the payment process and the functioning of the services offered

Your order will be shipped after verification of your payment method and receipt of the authorisation to debit your card.

The Paris Mint reserves the right to refuse any delivery if officially accredited organisations refuse to authorise a bank card payment, in the event of non-payment and if there are legitimate reasons to doubt your payment method.

As far as telephone and mail order sales are concerned, you have the same means of payment as for purchases made on the Site and you can also pay by cheque.

Regarding store sales, for each purchase of precious metals gold or silver a copy of an official form of identification will be asked.

Article 6: Delivery

Ordered items are delivered to metropolitan France, French overseas departments and territories, countries of the European Union and other countries outside of the European Union, except for Lebanon and Russia.

The delivery time for your order is stated in your order summary. If the stated delivery time is exceeded, you can, by sending a registered letter with acknowledgement of receipt, or any other durable medium such as an email, to the Paris Mint's Customer Service Department, ask the Paris Mint to make the delivery within a reasonable additional time frame. In the absence of delivery, you can, in the same forms as above, request the cancellation of your order. You will then be reimbursed for the full amount that you paid by automatic transfer into the bank account used for the secure payment by bank card within fourteen (14) days of the Paris Mint receiving your mail. If you receive the product after having cancelled your order, the Paris Mint will reimburse the item and will pay for the return of the product either by sending you a COLISSIMO label or by reimbursing you for the return costs based on a single one-off payment of € 9 (nine euros) including taxes. Please contact the Claims Department by phoning 01.40.46.55.00 or by email at reclamation@monnaiedepartis.fr for more information. The Paris Mint may defer reimbursement until it has received the product or until you have provided proof that it has been shipped, whichever of these events comes first. To facilitate reimbursement, you can send a bank account identification document (RIB) with your request for reimbursement.

The indicative delivery times are eight (8) days for metropolitan France and ten (10) days for countries in the European Union, ten (10) days for French overseas departments and territories and twelve (12) days for other countries outside of the European Union. For each order, the exact delivery time is indicated and must be considered the contractual delivery time.

Orders are shipped to the postal addresses mentioned when you place your order. They are delivered, for France, by La Poste (the French mail service), for French overseas departments and territories in "Overseas" packages and, for other destinations outside of the European Union, in "international" packages.

Shipping costs are nine (9) euros for delivery in France and Corsica, sixteen (16) euros for delivery in French overseas departments and territories, thirty (30) euros for countries in the European Union and for other destinations outside of the European Union. These shipping costs include taxes.

A follow-up email will be sent to you when your order leaves our premises. This e-mail will contain your package number and an internet link which will enable you to track the package to its destination.

In the event of a delay in delivery reported to the Paris Mint by the customer, the Paris Mint will check if the order has been shipped or not. If it has been shipped, the Paris Mint will ask La Poste to carry out an investigation to check whether the ordered product has indeed been forwarded, or if the parcel has been lost or stolen. For information purposes, the investigation time frames are approximately 5 to 6 weeks for shipments in metropolitan France and approximately 7 to 8 weeks for other shipments.

Article 7: Warranty and exchange

In accordance with the legal provisions in force relating to compliance of the product sold, the Paris Mint will reimburse or exchange defective products or products not corresponding to your order. The content and the procedures for exercising this legal warranty are described by Articles L.217-4 et seq. of the French Consumer Code.

You have a period of two years from delivery of the items to take action. Subject to the cost conditions laid down in Article L. 217-9 of the French Consumer Code, you can ask for the items to be replaced or repaired. You do not have to prove the existence of the lack of compliance of the items during the first twenty-four months after delivery. The legal warranty of compliance applies irrespective of any trade warranties that may be granted.

You also have the legal warranty against hidden defects laid down in Articles 1641 et seq. of the French Civil Code. In the event of a hidden defect, you can choose between cancelling the sale or a reduction in the sale price in accordance with Article 1644 of the French Civil Code.

On receipt of your order you should check that the items that have been delivered to you correspond to what you have ordered.

You should also check the condition of the items which you have ordered and which have been delivered to you. In the event of damage, tearing or if the packaging of your parcel has been opened, you should refuse the parcel or make the customary reservations on La Poste's delivery note and contact the Paris Mint's Customer Service Department by telephone on 01 40 46 55 00 to advise the reasons for your refusal of delivery. The Paris Mint will ask La Poste to carry out an investigation to check whether the order was delivered in good condition or not. For information purposes, the investigation time frames are approximately 5 to 6 weeks for shipments in metropolitan France and approximately 7 to 8 weeks for other shipments.

In all of the above-mentioned cases, you must return the item(s) ordered to the Paris Mint in their original condition. You will be reimbursed, within a period of fourteen (14) days (from the date of the Paris Mint receiving the returned products), for all of the sum that you have paid, by automatic transfer into the bank account used for the secure payment by bank card. The Paris Mint will pay for the return of the product either by sending you a COLISSIMO label or by reimbursing you for the return costs based on a single one-off payment of € 9 (nine euros) including taxes. Please contact the Claims Department by phoning 01.40.46.55.00 or by email

at reclamation@monnaiedeparis.fr for more information. To facilitate reimbursement, you can send a bank account identification document (RIB) with your request for reimbursement.

You can also ask for the item(s) ordered to be exchanged. In such a case, you should contact the Paris Mint's Customer Service Department to request the exchange and you must return the items(s) ordered to the Paris Mint, in their original condition.

You are reminded that you have the benefit, in any event, of the legal warranties mentioned above.

Article 8: Right to cancel

8.1 Right to cancel

In accordance with the legal provisions in force, you have the right to cancel, without giving a reason, within a period of fourteen (14) days from receipt of the items ordered.

To exercise the right to cancel, you must notify the address below of your decision to cancel by means of an unambiguous statement (by post, fax or email):

Monnaie de Paris
11, quai de Conti – 75270 Paris cedex 06
Fax 01 40 46 57 08
reclamation@monnaiedeparis.fr

You can use the cancellation form template attached in appendix 1 of these General Conditions of Sale. This is not compulsory.

For the cancellation period to be complied with, you only have to send your letter, fax or email relating to the exercising of the right to cancel before the period has expired.

8.2 Effects of the cancellation

Should you cancel, the Paris Mint will reimburse you for all payments received and will pay for the return of the product either by sending you a COLISSIMO label or by reimbursing you for the shipping costs based on a single one-off payment of € 9 (nine euros) including taxes, (except for additional expenses that may arise should you choose to return the product using a shipping method other than the standard shipping method offered by the Paris Mint). Please contact the Claims Department by phoning 01.40.46.55.00 or by email at reclamation@monnaiedeparis.fr for more information. This reimbursement will occur without undue delay and, in any event, no later than fourteen days from the day that the Paris Mint has been advised of your decision to cancel. The reimbursement will be made by the Paris Mint using the same payment method as the one that you used for the initial transaction. You will not incur any expenses for the reimbursement other than the scenario mentioned above, if applicable. To facilitate reimbursement, you can send a bank account identification document (RIB) with your request for reimbursement.

The Paris Mint may defer reimbursement until it has received the product or until you have provided proof that it has been shipped, whichever of these events comes first.

8.3 Exclusion of the right to cancel for products engraved at the customer's request

For products engraved at your request, the right to cancel does not apply pursuant to the application of the provisions of Article L.121-28, point 3 of the French Consumer Code which provides that the right to cancel cannot be exercised for contracts for the supply of products made to the consumer's specifications or clearly personalised".

Article 9: Personal data – confidentiality

The personal data collected by the Paris Mint, responsible for the processing, is the data that you provide voluntarily when you create your account.

The only item of data collected automatically by the Paris Mint is the IP address (the computer's address).

You undertake to provide correct personal data. The Paris Mint uses all appropriate measures to limit the risks of loss, impairment or improper use of the data collected.

The information and data concerning you is needed to manage your order and our commercial relations and is collected for these purposes. The processing of personal data is subject to a declaration to the CNIL (French Data Protection Authority). Personal data are collected for a term equal to the duration of the contractual relationship unless otherwise provided by applicable law.

The Paris Mint can also pass on personal data to third parties such as its service providers or its trading partners.

The mandatory data is indicated as such by a specific reference on the Site.

In accordance with the French Data Protection Act of 6 January 1978 and the provisions relating to the protection of personal data, you have a right to access, correct, object to, and erase personal data concerning you by submitting a request to do so by email or post to the Paris Mint at the following address: Monnaie de Paris - Service Ventes à distance - 11 quai de Conti - 75270 Paris Cedex 06.

or: contactcnil@monnaiedeparis.fr

Article 10: Disputes, force majeure, governing law

These General Conditions of Sale are subject to French law.

In the event of a dispute, you have the option of using a conventional mediation procedure or any other alternative method of settling disputes.

Monnaie de Paris is a member of the French E-commerce and distance selling Federation (FEVAD) and its E-commerce mediation department (*60 rue La Boétie – 75008 PARIS - FRANCE – relationconso@fevad.com*).

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.

In the event of legal action, any dispute relating to the interpretation and/or the performance of the service provisions mentioned in these General Conditions of Sale will fall under the French jurisdiction.

However, neither party may be held liable for the total or partial failure to perform his/her/its obligations, if such non-performance is due to unforeseeable circumstances or the occurrence of an event constituting force majeure, as defined by the jurisprudence of the courts, including, but not limited to flood, fire, storm, the lack of raw materials, total or partial transport or postal service strikes.

In such a case, the parties agree that they must consult each other as quickly as possible to determine the arrangements for fulfilling the order if the force majeure case lasts more than one month.

Should any of the provisions be cancelled or deemed not binding on the customer by a court decision, all of the other provisions of these General Conditions of Sale will remain in force.