



GENERAL TERMS AND CONDITIONS

1 Scope of Application and Contracting Parties

- 1.1 The General Terms and Conditions (hereinafter referred to as “**General Terms and Conditions**”) apply to all legal transactions concluded via the online shop www.geiger-edelmetalle.ch (hereinafter referred to as “**Online Shop**”).
- 1.2 The Online Shop is operated by Geiger Edelmetalle AG, Grenzstrasse 14, 9430 St. Margrethen, registered in the Commercial Register of the Canton of St. Gallen under the company number CHE-114.998.470, (hereinafter referred to as “**Geiger Edelmetalle**”).

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- 1.3 These General Terms and Conditions also apply to all legal transactions concluded in any of the branches of Geiger Edelmetalle.
- 1.4 Geiger Edelmetalle reserves the right to change these General Terms and Conditions at any time. The version of these General Terms and Conditions, which is valid at the time of placing the order, shall be decisive in each case and cannot be unilaterally changed for this order. Any conflicting conditions of the customer or conditions deviating from these General Terms and Conditions shall not be recognised.

2 Information

- 2.1 Any images of products in advertisements, brochures, the Online Shop etc. serve as illustrations and are nonbinding.
- 2.2 The final prices stated in the Online Shop include the applicable taxes and all other price components. They are quoted in CHF and do not include the following ancillary costs.
- 2.3 Ancillary costs (e.g. shipping costs, packaging costs, cash on delivery) shall be shown separately in the order process and additionally invoiced.
- 2.4 Delivery shall take place according to the conditions and costs specified in the Online Shop under the column “Shipment”. At present you have the options of delivery by security logistics to a delivery address specified by the customer or free collection by the customer in our shop in St. Margrethen or Niederglatt. The shipping costs are CHF 14.00 for goods up to a value of CHF 10,000.00 – shipment via post). For goods with a value of over CHF 10,000.00 the shipping costs amount to CHF 90.00 via security logistics. If the value of CHF 10,000.00 is exceeded, the delivery can be divided into several packages (CHF 14.00 shipping costs per package). If a single item alone costs more than CHF 10,000, security transport must be used.
- 2.5 The date of confirmation of the order by Geiger Edelmetalle shall apply for determining the price.



3 Ordering Process and Contract Formation

- 3.1 The offers in the Online Shop are subject to confirmation and are not to be understood as binding offers. The offer to conclude a contract of sale for the items in the shopping cart is made by the customer when placing the order by completing the order page in full and subsequently clicking the “Buy now” button.
- 3.2 Receipt of an online order is acknowledged to the customer by means of an automatically generated order confirmation from Geiger Edelmetalle to the e-mail address provided by the customer. Receipt of the automatically generated order confirmation does not constitute acceptance of the customer's offer, nor does it constitute an assurance that the product can actually be delivered. It merely indicates to the customer that the order has arrived at the Online Shop.
- 3.3 If an order is placed outside of business hours (Mon - Fri 9.00 am to 5.00 pm), a price adjustment may be necessary on the morning of the next business day. Your order will then be executed by us at the first valid price (9.00 - 9.30 am).
- 3.4 After the customer has received an order confirmation by e-mail, Geiger Edelmetalle checks the order. Subsequently, the customer receives a separate e-mail with the invoice (acceptance of order) and the bank details. A contract is only concluded once the acceptance of order has been sent; subject to availability of the products from the suppliers or manufacturers.
- 3.5 The presentation of goods in the Online Shop is exclusively comprised of goods whose prices are subject to fluctuations on the financial market, over which Geiger Edelmetalle has no influence and which may occur at short notice. For this reason, the customer cannot be granted a right of revocation; Swiss law does not provide for such a right.
- 3.6 After receipt of payment, the customer will receive a confirmation of payment. As soon as the products are in stock and the money laundering documents (form A and copy of passport / ID card) required for goods valued CHF 15,000.00 or above have been received by Geiger Edelmetalle, the products are dispatched or are ready for collection at the branch, of which the customer is informed by e-mail (shipping or collection confirmation). In the event of collection from a retail shop in St. Margrethen or Niederglatt, the copy of the passport does not need to be certified; in this case presentation of the passport is sufficient.

4 Payment

- 4.1 Payment options
- 4.1.1 Payment of the purchase price is currently made in advance (prepayment) or in cash at the branch.
- 4.1.2 In the case of prepayment, Geiger Edelmetalle shall state the invoice amount and the bank details in the acceptance of order e-mail. The invoice amount is due immediately for bank transfer.
- 4.2 Default of payment
- 4.2.1 Geiger Edelmetalle charges an administration fee of CHF 5.00 for the 2nd reminder and CHF 20.00 for the 3rd reminder.
- 4.2.2 If the customer does not pay the costs of cash on delivery, Geiger Edelmetalle charges an administration fee of CHF 20.00.

5 Retention of Title

- 5.1 Ordered products shall remain the property of Geiger Edelmetalle until full payment has been received. Geiger Edelmetalle is entitled to make a corresponding entry in the retention of title register. Prior to transfer of ownership, pledging, transfer by way of security, processing or transformation shall not be permitted without the express consent of Geiger Edelmetalle.

6 Changes to the Order or Cancellation

- 6.1 The presentation of goods in the Online Shop is exclusively comprised of products whose prices are subject to fluctuations on the financial market, over which Geiger Edelmetalle has no influence and which may occur at short notice. For this reason, the customer cannot be granted a right of revocation; Swiss law does not provide for such a right.
- 6.2 Placement of an order shall oblige the customer to accept the products. However, Geiger Edelmetalle may accept subsequent changes or cancellations of customer orders at its own discretion and charge an administration fee of 20% of the cancelled order value, but at least CHF 60.00, as well as any loss in value of the cancelled products since their order.

7 Delivery Date

- 7.1 Delays in delivery may occur due to production or delivery bottlenecks. All information regarding availability and delivery time is therefore subject to change without notice. Any claims due to delay in delivery shall be excluded.

8 Delivery / Collection from Branch

- 8.1 All delivery and collection options stated in the Online Shop under “Ordering Process” in the subcategories “Shipment” and “Collection” are available to the customer for the products.
- 8.2 In the case of collection by the customer, the place of performance shall be our shop in St. Margrethen or Niederglatt. Delivery shall be made exclusively to the agreed address, either by personal delivery to the customer himself/herself or to a person authorised to receive the goods by written power of attorney. No deliveries to a post office box or automated parcel terminal (“Packstation”).
- 8.3 The order will be delivered by Swiss Post or a renowned Swiss transport company (security logistics). On the day the order is dispatched, the customer receives an automatic e-mail from Swiss Post or the transport company. This e-mail contains a link with which the consignment can be tracked.
- 8.4 If, during the agreed delivery times or during the delivery times customary for delivery by security logistics (Monday to Friday 8.00 am to 5.00 pm), no person authorised to receive the goods (see section 8.2 above) is found at the delivery address stated by the customer, then the forwarding company used shall leave a written notification with further comments and information, in particular regarding the date of a new delivery attempt and the possibility of establishing contact for the purpose of arranging another date.
- 8.5 If the customer does not accept the ordered products even in the event of a new delivery attempt and if the product is returned by the forwarding company used, Geiger Edelmetalle can cancel the contract and charge the customer the delivery costs incurred and an administration fee of 20% of the order value, but at least CHF 60.00, as well as any loss in value of the ordered products. In the event of a new delivery, Geiger Edelmetalle will charge an administration fee of CHF 60.00 on top of the additional delivery costs incurred.

- 8.6 If the customer does not pick up the products ordered to a branch (branch collection) within 30 days of the date on which they are ready for collection in the branch, Geiger Edelmetalle may charge a fee for storage in safety deposit boxes.

9 Liability and Disclaimer of Liability

Liability is governed by the applicable statutory provisions. However, in no event shall Geiger Edelmetalle be liable for (i) slight negligence, (ii) indirect and consequential damage and loss of profit, (iii) unrealized savings, (iv) damage due to delay in delivery, and (v) any acts or omissions of the auxiliary persons of Geiger Edelmetalle or any dealer, whether contractual or noncontractual.

10 Data Protection

The personal data collected and the purposes for which it is used can be found in the privacy policy. The privacy policy under Data Privacy Statement is an integral part of these General Terms and Conditions. By accepting these General Terms and Conditions, the customer automatically also agrees to the Data Privacy Statement.

11 Choice of Law and Place of Jurisdiction

- 11.1 All legal relationships between Geiger Edelmetalle and its customers are subject to material Swiss law. The Vienna Convention shall not be applicable.
- 11.2 The place of jurisdiction shall be St. Margrethen. Geiger Edelmetalle is also entitled to sue the customer at another competent court. This shall be subject to the mandatory legal places of jurisdiction.

Effective date: February 2023