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Pursuant to Article 43, paragraph (2), item (10) of the Act on the Croatian National Bank (“Official gazette”, no. 75/2008, 54/2013 and 47/2020) and Article 14, paragraph (1), items (2) and (10) of the Statute of the Croatian National Bank, the Governor of the Croatian National Bank hereby issues

GENERAL TERMS AND CONDITIONS

applicable to the purchase and sale of numismatics, investment gold and numismatic sets issued by the Croatian National Bank

1. INTRODUCTORY PROVISIONS

1.1. The General Terms and Conditions apply to contract on the sale of numismatics, investment gold and numismatic sets issued by the Croatian National Bank, entered into between the Croatian National Bank (hereinafter referred to as 'CNB') and the buyer and constitute an integral part thereof General Terms and Conditions).

1.2. For the purposes of these General Terms and Conditions, the term “buyer” means the consumer as defined by the act governing consumer protection.

1.3. In addition to the applying to contracts from item (1.1), these General Terms and Conditions also apply, in accordance with and in the manner prescribed in item (9) of the General Terms and Conditions, to contracts on the exchange of numismatic coins and commemorative coins concluded between the CNB and the natural or legal person wishing to exchange the said items.

1.4. For the purposes of the General Terms and Conditions, numismatics, investment gold and numismatic sets comprise:

- commemorative gold and silver kuna coins issued before 1 January 2023 by the Croatian National Bank on the occasion of commemorating a certain event or heritage (hereinafter referred to as 'commemorative gold and silver coins')
- numismatic sets of commemorative gold and silver kuna coins
- numismatic sets of kuna coins containing kuna coins that had the status of coins in circulation until 1 January 2023

- numismatic coins as determined by Article 1, item (3) of Regulation (EU) no. 651/2012 of the European Parliament and the Council of 4 July 2012 on the issuance of euro coins (OJ L 201, 27 July 2012) (hereinafter referred to as 'numismatic coins')
- numismatic sets of numismatic coins
(all previously mentioned hereinafter referred to as 'numismatic items')

1.5. An indication that an individual numismatic item is investment gold within the meaning of the provisions of the regulations governing the value added tax is given in the price list of the Croatian National Bank (hereinafter referred to as 'Price list') determining the prices for issued commemorative gold and silver kuna coins, numismatic sets of commemorative gold and silver kuna coins, numismatic sets of kuna coins, numismatic coins, and numismatic sets of numismatic coins.

1.6. Information on the seller:

HRVATSKA NARODNA BANKA
Trg hrvatskih velikana 3
10000 Zagreb
Republic of Croatia
Phone: [+385 1 45 64 555](tel:+38514564555)
e-mail address: info@hnb.hr

2. *SALE OF NUMISMATIC ITEMS*

2.1. The price and features of individual numismatic items are given in the Price List. The price of numismatic items includes the packaging.

2.2. The costs of delivery of numismatic items are not included in the price specified in the Price List. Delivery costs shall be borne by the buyer. Where the buyer chooses to have numismatic items delivered, the costs of delivery include postage and depend on the quantity (weight) and value of the ordered numismatic items, as well as the manner and place of delivery. If the manner of delivery is parcel delivery, insurance costs are also paid in addition to postage. For delivery to countries outside the European Union, the buyer shall also bear the shipping costs. The CNB will specify the exact amount of the cost of delivery, including insurance and shipping costs, where applicable, in the proforma invoice referred to in item (4.3) of the General Terms and Conditions, except in the case of purchase through the online store from item (4.1c) of these General Terms and Conditions when the stated costs are stated on the order itself.

2.3. The CNB will post the applicable Price list on its website, on the page from item (4.1c) of these General Terms and Conditions and at the point of sale referred to in the item (3) of the General Terms and Conditions. The CNB will sell numismatic items at the price specified in the Price List.

2.4. The CNB sells numismatic items at the point of sale referred to in item (3) of the General Terms and Conditions and through a means of distance communication referred to in item (4) of the General Terms and Conditions. For certain numismatic items, the CNB may determine one or more methods of sale, about which the buyers will be informed on its website.

3. *SALE AT THE CNB POINT OF SALE*

3.1. The CNB sells numismatic items at the cash desk, i.e. the point of sale at the address:

Hrvatska narodna banka

Franje Račkog 5

10000 Zagreb (hereinafter referred to as 'point of sale').

The working hours of the point of sale is Monday to Friday from 9:00 to 13:00.

3.2. At the point of sale, the CNB will accept cash payments only.

4. *SALE THROUGH A MEANS OF DISTANCE COMMUNICATION*

4.1. The buyer may place an order for numismatic items with the CNB by:

a. post to the address:

Hrvatska narodna banka

Direkcija za pohranu, obradu i opskrbu gotovim novcem

Trg hrvatskih velikana 3

10000 Zagreb

b. electronic mail to the address:

e-mail address: numizmatika@hnb.hr

c. online store for a set of coins in circulation of the Republic of Croatia, kuna and lipa, marked with the year 2022 as the year of minting:

link: <https://croatianmint.hr/trgovina/>

(hereinafter referred to as 'order').

4.2. The order shall be a binding offer made by the buyer to the CNB to enter into a purchase contract. The buyer shall provide in the order as a minimum the following information:

- name and surname
- address of domicile / normal place of residence
- OIB (personal identification number) or VAT number (for foreign buyers, if applicable), where the object of purchase is investment gold
- e-mail address (where applicable)
- the quantity and name of the numismatic item to be purchased
- desired manner of delivery of the numismatic item (by post or pick-up at the CNB premises at the address referred to in item (4.1a) of General Terms and Conditions). If the buyer, in cases of delivery by post, wishes to have the delivery to an address other than the address specified above, the buyer shall specify such delivery address.

An order that does not include the above-mentioned information will be considered incomplete and will not be considered.

4.3. Upon receipt of the complete order from item (4.1a) and item (4.1b) of the General Terms and Conditions, the CNB will, as soon as possible, but no later than within ten days of the receipt of the order, send a confirmation of order acceptance, together with a proforma invoice, indicating:

- the quantity and price per numismatic item ordered
- the cost of delivery, including insurance and shipping costs, where applicable, in accordance with item (2.2) of the General Terms and Conditions in the cases where such manner of delivery has been selected, and
- the total price amount to be paid by the buyer and where applicable, delivery, insurance, and shipping costs.

4.4. Upon conclusion of the order from item (4.1c) of the General Terms and Conditions, the buyer shall be informed by e-mail about the conclusion of the contract and at the same time the order confirmation containing the information from 4.3 of these General Terms and Conditions shall be delivered to him.

4.5. A sales contract is considered entered into upon receipt by the buyer of CNB confirmation of order acceptance, together with the proforma invoice from item (4.3) of these General Terms and Conditions if it concerns cases stated in item (4.1a) and item (4.1b) of the General Terms and Conditions, i.e. order confirmation from item (4.4) of these General Terms and

Conditions if it concerns the case stated in item (4.1c) (hereinafter referred to as 'distance contract').

4.6. In the cases referred to in items (4.1a) and (4.1b), the buyer is obliged to pay the total price amount and (where applicable) delivery, insurance and shipping costs to the CNB account using data specified in the issued proforma invoice within ten days of the date of issue of the proforma invoice or else the distance contract will be considered terminated.

4.7. In case of late payment (after the deadline), in cases where the buyer has made a partial payment under the proforma invoice or the invoice if it is a purchase from item (4.1c) and in case of overpayment, the CNB will issue a refund for the received or overpaid amount to the account number (IBAN) from which the payment was received.

4.8. Upon receipt by the CNB of the payment from the buyer referred to in item (4.6) that is, upon conclusion of the order from item (4.4) of the General Terms and Conditions, the CNB will start to prepare the delivery and will no later than ten days of the day of receipt of the payment, depending on the manner of delivery selected in in the order:

- a. dispatch the package by post to the address specified in the order and notify the buyer thereof without delay
or
- b. notify the buyer that the numismatic item is ready for pickup at the CNB at the address referred to in item (4.1a) of the General Terms and Conditions. When picking up a numismatic item at the CNB, the buyer shall sign a certificate of receipt received from an authorized CNB employee confirming the date of pickup of the numismatic item. If the buyer fails to pick up the numismatic item after expiry of 30 days of the date of notification that the numismatic item is ready for pickup, the distance contract will be considered terminated, and the provisions of item (4.7) of the General Terms and Conditions will apply, *mutatis mutandis*.

4.9. For the delivery of numismatic items in the case of (4.1a) and (4.1b), the CNB will use postal services of HP-Hrvatska pošta d.d., and in the case of (4.1c), postal services of delivery services GLS Croatia d.o.o. and DHL International d.o.o., and the delivery will be made under the conditions prescribed by the relevant rules of HP-Hrvatska pošta d.d., GLS Croatia d.o.o. or DHL International d.o.o. For domestic deliveries in the case of (4.1a) and (4.1b), the CNB will use postal services of HP-Hrvatska pošta d.d. and in the case of (4.1c), the CNB will use the postal services of GLS Croatia d.o.o. For deliveries abroad in the case of (4.1a) and (4.1b), the CNB will use postal services of HP-Hrvatska pošta d.d. and in the case of (4.1c), the CNB will use postal services of DHL International d.o.o.

4.10. Where in the cases referred to in item (4.8a) of the General Terms and Conditions, the buyer refuses to accept the package or the package is returned to the CNB marked as an attempted delivery or the buyer has been notified but has not received the package, the CNB will notify buyer thereof and warn him that he is obligated to bear the costs of failed delivery. The CNB will deliver to the buyer a new proforma invoice for delivery from item (4.1a) and item (4.1b) of the General Terms and Conditions, that is, inform the buyer about the date of repeated delivery from item (4.1c) of the General Terms and Conditions, indicating the cost of repeated delivery and notify the buyer that it will repeat delivery only upon payment by the buyer of the cost of repeated delivery. In the case of a failed delivery of the proforma invoice to the buyer or if the buyer within fourteen days of the day of issue of the (new) proforma invoice for the costs of repeated delivery from item (4.1a) and item (4.1b) of the General Terms and Conditions, fails to pay for these costs, that is, if within fourteen days of the notification of the date of repeated delivery from item (4.1c) of the General Terms and Conditions, fails to pay for the costs of repeated delivery, the distance contract will be considered terminated, and the provisions of item (4.7) of the General Terms and Conditions will apply, *mutatis mutandis*.

4.11. In view of the limited quantity of the numismatic items issued, the CNB reserves the right to reject an order, i.e. reject entering into a sales contract if it does not have sufficient quantity of numismatic items in stock available. In such a case the CNB will notify the buyer without delay about order rejection and offer to the buyer another (similar) numismatic item or a smaller quantity of numismatic items. If the buyer accepts the CNB's offer, the CNB will take further steps in accordance with item (4.3) of the General Terms and Conditions.

4.12. Except for the reasons stated in item (4.11) of the General Terms and Conditions, the CNB reserves the right to limit the number of numismatic items a buyer can order or purchase. The maximum quantity of numismatic items a buyer can order or purchase is indicated at the point of sale, on the CNB website and on the websites from item (4.1) of the General Terms and Conditions.

5. *CNB Responsibility for contract execution*

5.1. The CNB is responsible for any material defects of numismatic items in accordance with the law governing civil obligations.

5.2. By way of derogation from item (5.1) of the General Terms and Conditions, the responsibility of the CNB for any damage that might arise for the buyer as a result of violation

of the sales contract, is limited to the amount of the price of one or more numismatic items that are the subject of an individual sales contract, unless the damage is the result of intentional conduct or gross negligence on the part of the CNB.

6. *FILING WRITTEN COMPLAINTS AND DISPUTE RESOLUTION*

6.1. A buyer may file a written complaint (hereinafter referred to as 'complaint') with the CNB in accordance with the with the act governing consumer protection.

6.2. If the buyer and the CNB fail to resolve the dispute relating to the complaint amicably, the buyer will be authorised to initiate an alternative dispute resolution procedure before an authorised body for alternative resolution of consumer disputes. The list of bodies appointed by the competent ministry for the execution of alternative consumer dispute resolution in the Republic of Croatia and notified to the European Commission is available at European Commission website at <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>.

7. *RIGHT OF WITHDRAWAL FROM A DISTANCE CONTRACT*

7.1. The buyer has the right to withdraw from a distance contract that has purchase of a numismatic set of kuna coins, numismatic coins or a numismatic set of numismatic coins as a subject, provided that they are not made of precious materials, without stating the reason, within 14 days of the day of receipt thereof (i.e. of the day of pickup at the CNB address referred to in item (4.1a) of the General Terms and Conditions or of the day of delivery by post). Where different types of numismatic items are purchased, the buyer has the right to withdraw from that part of the distance contract that relates only to the to the numismatic set of kuna coins, i.e. numismatic coins or numismatic set of numismatic coins that are not made of precious materials.

7.2. The buyer does not have the right to withdraw from a distance contract that has commemorative gold and silver coins, and numismatic coins or a numismatic set of numismatic coins as its subject, if they are made of precious materials, since their price depends on changes in the financial market outside CNB influence and which may take place during the time the buyer has the right to withdraw from the contract.

7.3. The buyer shall notify the CNB of his decision to withdraw from a distance contract referred to in item (7.1) of the General Terms and Conditions using the CNB statement of

withdrawal form (available on the CNB website or the website from item (4.1c)) or by sending a written notification in other form that shall contain:

- an unequivocal statement setting out his decision to withdraw from the contract
- the quantity, name, number and date of the order, proforma invoice or invoice number in the case from item (4.1c) and the payment amount and the date of receipt of the purchased numismatic item from item (7.1) of the General Terms and Conditions to which the withdrawal from the contract relates
- name and surname, address, telephone number and electronic mail address if the buyer has one and
- account number (IBAN) to be used by the CNB to make a refund for the amount paid (hereinafter referred to as 'statement of withdrawal').

7.4. The buyer shall send the statement of withdrawal to the CNB by post or electronic mail to the address specified in item (4.1a) and (4.1b) respectively of the General Terms and Conditions and on the form of the statement of withdrawal before the expiry of the period of the 14-day time limit of the date of receipt of the numismatic item from item (7.1) of the General Terms and Conditions.

7.5. Upon receipt by the CNB of the statement of withdrawal, the CNB will notify the buyer of the receipt of the statement of withdrawal and of the manner in which the buyer may return the numismatic item from item (7.1) of the General Terms and Conditions either by delivering it to the CNB to the address referred to in item (4.1a) of the General Terms and Conditions or by sending it by registered mail marked "Numismatic items return" to the address referred to in item (4.1a) of the General Terms and Conditions. The buyer shall return the numismatic item from item (7.1) of the General Terms and Conditions without delay and no later than within seven days of the day of receipt of the notification on the manner of return. The buyer is responsible for the costs of return.

7.6. The buyer is responsible for each reduction in the value of the numismatic item from item (7.1) of the General Terms and Conditions that is the result of its handling, except that which is necessary to determine its nature, features and functionality.

7.7. The CNB will issue a refund to the buyer in the amount received for the sold numismatic item from item (7.1) of the General Terms and Conditions following receipt of the returned, undamaged numismatic item, and no later than 10 days of the day of receipt of the returned, undamaged numismatic item. The CNB will pay the buyer the price amount received to the account specified by the buyer in the statement of withdrawal referred to in item (7.3) of the General Terms and Conditions. If the buyer returns a damaged numismatic item referred to in item (7.1) of the General Terms and Conditions, and it follows from the nature and scope of

the damage that it is not the result of the handling necessary to determine the nature, features and functionality of the numismatic article, the CNB will issue a refund to the buyer in the amount received for the sold numismatic item no later than 30 days after receiving the damaged numismatic item, reduced by the amount corresponding to the percentage of damage to the numismatic item calculated in relation to the price of the numismatic item. If the buyer returns the damaged numismatic item referred to in item (7.1) of the General Terms and Conditions, the CNB reserves the right to reject a refund, in which case it will not issue a refund to the buyer for the amount received for the sold numismatic item and it will inform the buyer on the manners of collecting the damaged numismatic item, no later than 10 working days after receiving the damaged numismatic item referred to in item (7.1) of the General Terms and Conditions. The CNB will inform the buyer in advance of any compensations to be made pursuant to this item.

8. *ONLINE DISPUTE RESOLUTION PLATFORM*

8.1. For an alternative resolution of disputes arising from distance contracts entered into pursuant to an order submitted by electronic mail, the buyer may use a platform for online resolution of consumer disputes available at the following link: <https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase>.

9. *SPECIAL PROVISIONS GOVERNING EXCHANGES*

9.1. The CNB shall exchange commemorative coins with natural or legal persons wishing to exchange them at nominal value. Within the meaning of item (9) of these General Terms and Conditions, 'commemorative coins' shall have the meaning as defined in Article 1, item (2) of Regulation (EU) No 651/2012 of the European Parliament and of the Council of 4 July 2012 on the issuance of euro coins (OJ L 201, 27. 7. 2012).

9.2. Commemorative coins shall be exchanged at the point of sale.

9.3. The CNB only exchanges numismatic coins issued by the CNB from natural and legal persons offering to exchange them at the nominal value (denomination) of the offered numismatic coin. Upon the receipt of the numismatic coin (at the point of sale or by delivery by post), the CNB will examine the numismatic coin and in the case where a greater defect is detected, it reserves the right to refuse the exchange the numismatic coin. Numismatic coins shall be presented in full and their obverse and reverse shall be identifiable.

9.4. In the case of suspicion as to the authenticity of the offered numismatic coins, the CNB reserves the right to withhold them to determine their authenticity through technical analysis and refuse the exchange numismatic coins whose authenticity has not been determined. If a technical analysis by the CNB determines that a numismatic coin is counterfeit, the CNB will, in accordance with the regulations, keep the offered numismatic coins for the purpose of taking further necessary actions.

9.5. The CNB will pay to a person exchanging numismatic coins at the point of sale the amount of the nominal value of the exchanged numismatic coins in cash upon receipt by the CNB of the numismatic coins and possession thereof.

9.6. A person exchanging the numismatic coins by dispatching a package by post to the address referred to in item (4.1a) of the General Terms and Conditions, shall notify the following information to the CNB in order to enable CNB to pay him the amount of the nominal value of the returned numismatic coins:

- name and surname
- address and
- the number of the account (IBAN) the person wishes to have the payment made into.

9.7. Upon receipt of the numismatic coins, if there are no grounds for refusing the exchange or keeping the numismatic coins for further analysis as prescribed in Articles 9.1 and 9.2 of the General Terms and Conditions, the CNB will without delay and no later than within ten working days of the day of receipt, pay the amount of the nominal value of the numismatic coins to the indicated account number.

9.8. Considering the limited amounts of issued commemorative coins, the CNB reserves the right to limit the number of commemorative coins that may be received in exchange by a single person. The maximum amount of commemorative coins of a particular issue that a person may receive in exchange is specified at the point of sale and on the CNB website.

9.9. To eliminate any ambiguity, the provisions of items (5) to (8) of the General Terms and Conditions do not apply to contracts entered into pursuant to the provisions of item (9) of the General Terms and Conditions.

10. PERSONAL DATA PROCESSING

10.1. The CNB will process the personal data it collects in relation to the sale of numismatic items or exchange of numismatic coins for the purpose of exercising the rights and obligations under the sales contract (e.g. delivery of a numismatic item to the buyer, buyers' exercise of the right of the buyer to withdraw from a distance contract, etc.).

10.2. Personal data will be available to CNB employees on a need to know basis only. The CNB will make available the personal data required for the delivery of the purchased numismatic item to a postal service provider and insurance and shipping services providers, where applicable, in the cases where such manner of delivery has been selected.

10.3. The CNB will keep the personal data collected in relation to the execution of the contract that is subject to the General Terms and Conditions for eleven years following the end of the business year to which the business books in which the relevant documents are entered relate to (the year when the contract was entered into) in accordance with the legally prescribed time limits for keeping bookkeeping records, after which they will be deleted, i.e. destroyed. For more information on personal data processing and the rights of buyers in relation to personal data processing, see <https://www.hnb.hr/zastita-osobnih-podataka>.

10.4. The CNB will oblige its commercial representatives to act in accordance with this item and in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as well as other applicable regulations governing the personal data protection.

11. FINAL PROVISIONS

11.1. The General Terms and Conditions in force on the date of entering into a contract between the CNB and the buyer on the sale of a numismatic item will apply to the said contract.

11.2. These General Terms and Conditions, as well as all future amendments to the General Terms and Conditions, will be made in writing and published on the CNB's internal bulletin boards, at all points of sale, on the CNB website and on the website referred to in item (4.1) of the General Terms and Conditions.

11.3. General Terms and Conditions of 20 February 2023 shall cease to have effect by virtue of the entry into force of these General Terms and Conditions.

11.4. These General Terms and Conditions shall enter into force on 15 September 2023.