



HNB

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Pursuant to Article 43, paragraph 2), item (10) of the Act on the Croatian National Bank (Official Gazette 75/2008, 54/2013, 47/2020) and Article 10 of the Statute of the Croatian National Bank, the Governor of the Croatian National Bank hereby issues

GENERAL TERMS AND CONDITIONS

1 INTRODUCTORY PROVISIONS

1.1 The general terms and conditions apply to contracts on the sale of numismatics, investment gold and numismatic sets issued by the Croatian National Bank, entered into between the Croatian National Bank (hereinafter: CNB) and the buyer and constitute an integral part thereof (hereinafter: 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 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 commemorative coins in circulation and commemorative coins, entered into between the CNB and a 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 coins made of gold, silver or some other precious metal or other appropriate metal, sets of commemorative coins and souvenir gold coins (hereinafter: commemorative coins),
- gold ducats,
- Croatian dinar banknote sets, kuna banknote sets, sets of kuna and lipa coins in circulation, sets of commemorative kuna banknotes in circulation and sets of commemorative kuna and lipa coins in circulation (hereinafter: banknote and coin set)
(all previously mentioned hereinafter: numismatic item).

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

1.5 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 prices 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. Where the buyer chooses to have the numismatic items delivered, the costs of delivery include postage and depend on the quantity (weight) and value of the ordered numismatic items and 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, shipping costs are also to be paid. 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.

2.3 The CNB will post the applicable Price list on its website and at the point of sale referred to in item (3) of the General terms and conditions. The CNB will sell numismatic items at the price specified in the Price list.

3 *SALE AT THE CNB POINT OF SALE*

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

Hrvatska narodna banka

Franje Račkog 5

10000 Zagreb (hereinafter: 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) fax to number:

Fax: 01/46 10 549

c) electronic mail to the address:

e-mail address numizmatika@hnb.hr

(hereinafter: 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), where the subject of purchase is investment gold,
- e-mail address (where applicable),
- the quantity and name of the numismatic item to be purchased,
- the desired manner of delivery of the numismatic item (by post or pickup at the CNB premises at the address referred to in item (4.1) of the General terms and conditions). If the buyer, in the case 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 a complete order, 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.

A sales contract is considered entered into upon receipt by the buyer of CNB confirmation of order acceptance, together with the proforma invoice (hereinafter: distance contract).

4.4 The buyer shall pay the total price amount and, where applicable, delivery, insurance and shipping costs to the CNB account using data specified in the proforma invoice issued within ten days of the date of issue of the proforma invoice or else the distance contract will be considered terminated. Where the buyer has made a partial payment under the proforma invoice, the CNB will require from the buyer to provide the account number information (IBAN) to issue a refund for the amount received, reduced by transaction costs.

4.5 Upon receipt by the CNB of the payment from the buyer referred to in 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 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 (4.1.a) 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 authorised CNB employee, confirming the date of pickup of the numismatic item. If the buyer fails to pick up a 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 provision of the second sentence of item (4.4) of the General terms and conditions will apply, *mutatis mutandis*.

4.6 The CNB will use postal services of HP-Hrvatska pošta d.d. to deliver numismatic items and the delivery will be made under the conditions prescribed by the relevant rules of HP-Hrvatska pošta d.d.

4.7 Where in the cases referred to in item (4.5) of the General terms and conditions, the buyer refuses to accept the package or the package is returned to the CNB marked as attempted delivery or the buyer has been notified but has not received the package, the CNB will notify the 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, 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 fails to pay for these costs, the distance contract will be considered terminated, and the provision of the second sentence of item (4.4) of the General terms and conditions will apply, *mutatis mutandis*.

4.8 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.

4.9 For the reasons specified in item (4.8) 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 and on the CNB website.

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: complaint) with the CNB in accordance 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 a purchase of banknote and coin sets as a subject, without stating the reason, within 14 days of the day of receipt of the banknote and coin set (i.e. of the day of pickup at the CNB address referred to in item (4.1.a) of the General terms and conditions or of the day of delivery by post). Where different types of numismatic items are purchased in addition to banknote and coin sets, the buyer has the right to withdraw from that part of the distance contract that relates to the banknote and coin sets.

7.2 The buyer does not have the right to withdraw from a distance contract that has commemorative coins and gold ducats as its subject, 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 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 and date of order and date of delivery of the purchased banknote and coin set to which the withdrawal from the contract relates,
- name and surname, address, telephone number and electronic mail address if the buyer has one,
- account number (IBAN) to be used by the CNB to make a refund for the amount paid

(hereinafter: 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 (4.1.a) and (4.1.c), respectively, of the General terms and conditions before expiry of the 14-day time limit of the day of receipt of the banknote and coin set.

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 banknote and coin set, i.e. either by delivering it to the CNB to the address referred to in item (4.1.a) of the General terms and conditions or by sending it by registered mail marked "*Set return*" to the address referred to in item (4.1.a) of the General terms and conditions. The buyer shall return the banknote and coin set 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 banknote and coin set 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 banknote and coin set following receipt of the returned, undamaged banknote and coin set. The CNB will pay to 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 banknote and coin set, 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 that banknote and coin set, the CNB will issue a refund to the buyer in the amount received for the sold set reduced by the amount corresponding to the percentage of the damage to the set calculated in relation to the price of the set. The CNB will not issue a refund to the buyer returning a destroyed banknote and coin set for the amount received for the sold set. 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 exchanges commemorative coins in circulation at a nominal value with natural or legal persons wishing to exchange them and accepts commemorative coins for exchange at their nominal value from natural or legal persons offering to exchange them in accordance with the provisions of item (9) of the General terms and conditions.

9.2 For the purposes of item (9) of the General terms and conditions:

- commemorative coins in circulation are coins in circulation issued by the CNB to mark historical, political, scientific, cultural, sports and other events associated with the Republic of Croatia and the world (hereinafter: commemorative coins in circulation)
- commemorative coins are coins made of gold, silver or some other precious metal or other appropriate metal that are denominated and that are primarily not intended for use in circulation (hereinafter: commemorative coins).

9.3 Commemorative coins in circulation are exchanged at nominal value at the CNB point of sale or are ordered in exchange for a nominal value through a means of distant communication referred to in item (4.1) of the General terms and conditions. Unless the provisions of items (9.3) and (9.4) of the General terms and conditions stipulate otherwise, the provisions of items (4.2) and (4.8) of the General terms and conditions apply, *mutatis mutandis*, to each order of commemorative coins in circulation made through a means of distant communication.

9.4 In view of the limited quantity of the commemorative coins in circulation issued, the CNB reserves the right to limit the number of commemorative coins in circulation that an individual may exchange. The maximum quantity of commemorative coins in circulation of an individual issue that an individual may exchange is indicated at the point of sale and on the CNB website.

9.5 As an exclusive issuer of coins in the Republic of Croatia, the CNB receives commemorative coins from persons offering them for exchange to the CNB at the nominal value (denomination) of the offered commemorative coins. Upon receipt of the commemorative coins (at the point of sale or by delivery by post), the CNB will examine the commemorative coins and in the case where a greater defect is detected, it reserves the right to refuse the exchange of commemorative coins. Commemorative coins shall be presented in full and their obverse and reverse shall be identifiable.

9.6 In the case of suspicion as to the authenticity of an offered commemorative coin, the CNB reserves the right to withhold the commemorative coin to determine its authenticity through technical analysis and refuse the exchange of commemorative coins whose authenticity has not been determined. If a technical analysis by the CNB determines that a commemorative coin is a counterfeit, the CNB will, in accordance with the regulations and pursuant to the authorisation

for the protection of kuna and lipa coins against counterfeiting prescribed in Article 76 of the Act on the Croatian National Bank, keep the offered commemorative coins for the purpose of taking further necessary action.

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

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

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

Upon receipt of commemorative coins, if there are no grounds for refusing the exchange or keeping the coins for further analysis as prescribed in Article 9.5 and 9.6 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 commemorative coins to the indicated account number.

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 commemorative coins and commemorative coins in circulation 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 or the ordered commemorative coin in circulation 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>.

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 and a contract on the exchange of commemorative coins and commemorative coins in circulations, will apply these contracts.

11.2 Any amendments to the General terms and conditions will be made in writing. The CNB will post amendments to the General terms and conditions, on the internal bulletin boards, at the point of sale and on its website no later than eight days before their entering into force.

11.3 The General terms and conditions shall enter into force on the eighth day following their posting on the internal bulletin boards of the Croatian National Bank.