

TERMS AND CONDITIONS

GENERAL BUSINESS TERMS AND CONDITIONS

These terms and conditions apply to all sales made through this website. By placing an order, customers are deemed to have accepted these terms and conditions. Please read and familiarize yourself with them. For all other terms and conditions of sale, please refer to the Standard Terms and Conditions of Sale published by the Central Bank of Malta [CBM] in its website <https://www.centralbankmalta.org/products> or to the Malta Coins Distribution Centre [MCDC] Annual Coin Programme <https://www.centralbankmalta.org/coin-programme-2016>

1. Customers

By placing an order through the MCDC's website, you are guaranteeing that:

- a) You are legally capable of entering into binding contracts;
- b) You are at least 18 years old and can provide proof of age upon request.

The term "You" shall refer to the Customer and the term "Your" shall refer to the company placing an order.

2. Representation of the Products

The main characteristics of the purchasable products are being manifested on this website; however, the photographs of the products published on this website are for information purposes only. Although the MCDC endeavours to publish photographs which are as authentic as possible, they may not be identical to the actual corresponding products.

Product shades and shapes may vary and all weights and measurements are approximate.

3. Products Offered

The MCDC reserves the right to alter its range of products, prices and terms and conditions of sale without due or prior notification. The MCDC also

reserves the right to withdraw any purchasable product without due or prior notification.

4. Purchase Orders

Once an order is placed, a confirmation email will be sent to you from the MCDC confirming the order and its relative payment. Prices stipulated on this acknowledgement confirmation are final. All delivery costs are charged in addition to the product price and are included in the total cost. Any additional charges will be clearly displayed where applicable and will be included in the total cost.

5. Consumer Rights

If you are a private customer, that is, you do not operate as a business, or you are not purchasing either in part, or in whole, on behalf of your business, then you have the right to cancel your order and receive a full refund under the Consumer Rights Regulations, 2013 (Legal Notice 439 of 2013). You have 14 days from the date of receipt of the goods to cancel your order in writing by sending an email to mcdc-eshop@centralbankmalta.org after which you must return your order to the MCDC immediately, in the same condition in which you received it and at your own risk and cost. You have a legal obligation to take reasonable care of the products which you intend to return to the MCDC, whilst they are in your possession. If you fail to comply with this obligation the MCDC reserves the right to commence legal action against you for compensation.

This provision does not affect your statutory rights.

6. Returns' Policy

You may return any product for a full refund within 30 days from the date of purchase and as long as it is in an unused and original condition. A full refund of the price paid for the product/s returned will be reimbursed in accordance with our refunds policy set out below.

If you wish to return any products you must inform the MCDC in writing within 14 days from the receipt of the products, as stated in Clause 5 of these terms

and conditions. The product/s must be returned to the MCDC immediately, in the same condition in which they have been received and at your own risk and cost. You have a legal obligation to take reasonable care of the products which you intend to return to the MCDC, whilst they are in your possession. If you fail to comply with this obligation the MCDC reserves the right to commence legal action against you for compensation.

This provision does not affect your statutory rights.

The return package is to be sent to *The Malta Coins Distribution Centre, Central Bank of Malta, Castille Place, Valletta VLT 1060 Malta* and must include reference to the prior written notification and any other details in relation to the reason/s for the return of the product/s.

7. Refund Policy

If products are returned within the stipulated period and in accordance with the terms and conditions set out in our Returns' Policy, the MCDC will process the refund due as soon as possible and within 14 days from the date when written notification of the cancellation of the order is received by the MCDC. You will be responsible for the return of the product/s to the MCDC, inclusive of all postal costs and any other related costs incurred for the return of the product/s. Once the MCDC receives the returned product/s, a refund will be issued for the full price of the product/s returned, as well as, the delivery charges, [or part thereof, as may be the case], which you were charged for when the product/s ordered were originally dispatched to you. A refund will only be honoured if the returned product/s are found to be in their original condition after due inspection.

In the event that a product is being returned because it is claimed to be defective, a thorough examination of the alleged defective product will be conducted by competent personnel from the MCDC, on its receipt. A conclusion on the findings and a report on whether you are entitled to a refund will be submitted accordingly. Defective products will be refunded in full. A refund for the delivery charges, [or part thereof, as may be the case], which you were charged for when the products were originally dispatched to

you, will also be issued. The costs incurred to return defective product/s to the MCDC will also be refunded, provided that valid receipts are presented in support of the relative costs.

8. Prices and Payments

Prices of products which are inclusive of VAT are valid at the time of order.

The MCDC reserves the right to amend prices without prior notification.

Full payment by credit card or debit card must be made before products ordered can be prepared for dispatch.

This website utilises a 3D Secure Payment Gateway which gives its customers full payment security.

Since payments on this website are not processed directly by the MCDC, no liability can be accepted for any losses or costs incurred or sustained by customers who transmit credit or debit card information. See Security Policy below.

The total cost of your order comprises of, the cost of the product/s purchased; VAT where applicable; insurance, if availed of and all related delivery charges.

By completing the process for an online order you are confirming that you are authorised to make use of the credit card or debit card being utilised for the transaction at hand.

Notwithstanding the above, all credit cards and debit cards are subject to validation checks and authorisation by the payment card issuer. If, for any reason, the issuer of the payment card refuses to authorise payment to the MCDC, the MCDC will not be liable for any delay, or for the non-delivery of the product/s ordered.

9. Delivery

Your order will be dispatched within 14 days from the purchase confirmation. However, the MCDC will not be held liable for any extraordinary events beyond its control which may hinder dispatch within the stipulated time-frame.

The MCDC will not be held liable for any failure to perform, or for any delay to perform any of its contractual obligations toward its customers, caused by events outside its control.

The MCDC will make every reasonable effort to inform its customers of any extraordinary events which may hinder the execution of its standard services.

10. Insurance

Purchases of €250 and over have to be insured at an additional cost. Insurance cover for purchases below this amount is optional.

11. Risk and Title

The MCDC is not responsible for any consignment once it has left its premises.

Notwithstanding the contents of these general terms and conditions, under no circumstance shall it be understood that the sale of a product also constitutes the assignment of any entitlement pertaining to the Central Bank of Malta in relation to the intellectual property rights of any of its products, past, present or future, which sale is covered by these general terms and conditions.

The Central Bank of Malta shall maintain full ownership of any intellectual property rights on any product sold which is covered by these general terms and conditions; it shall also reserve the right to resort to legal action against any person, or entity, in breach of such rights.

12. Limitation of Liability

The MCDC shall not be liable to pay any compensation to any of its customers, other than the refunds as detailed in these general terms and conditions. In particular but without limitation, the MCDC shall not be liable for any loss of profit, damage to goodwill, any indirect or consequential loss or damage arising from any damage, defect, negligence or any other failing on the MCDC's part, unless:

- a) The customer has expressly made the MCDC aware beforehand in writing of the nature and extent of the

loss or damage which the customer may suffer in such a circumstance;

and

- b) The MCDC expressly confirms in writing acceptance of liability for the consequential loss borne by the customer.

The MCDC's liability for losses, which its customers may suffer as a result of any agreements or obligations which are breached, are strictly limited to the purchase price of its product/s.

13. Security and Privacy Policy

The MCDC takes the online security of its customers very seriously.

The MCDC's electronic department is committed to respecting and protecting the privacy rights of its website customers and visitors. The MCDC's solid commitment is reflected in its privacy policy statement. The policy and procedures of the privacy policy are described in detail below.

14. Personal Information Protection

The MCDC's policy is to respect the privacy of its users and the personal character of the electronic communication. Users provide certain data, such as, their name, address and email address when they register, this in order for their transactions to be supported and completed through the website, as well as, to enable them to benefit from other services, such as, their order history, etc. The MCDC will not distribute any personal data of its website users for marketing purposes, without the prior consent of its users. The personal data of a user will only be utilised for the promotion of services and/or products related solely to the CBM's and the MCDC's website.

15. Automatically Registered Information

The webserver automatically registers some information which enables the MCDC's electronic department to administer the website, to diagnose any problems and to collect vaster demographic information. The information registered is of an anonymous nature and includes domain names and/or IP

addresses of the browsers that visit the website, the date and time of the visit and other non-personally defining information.

16. Governing Law

These general terms and conditions shall be governed by and construed in accordance with Maltese Law and the parties shall submit to the exclusive jurisdiction of the Maltese Courts.

Should you have any queries or complaints kindly email these to mcdc-eshop@centralbankmalta.org

17. General

The MCDC reserves the right to:

- Modify or withdraw, temporarily or permanently, this website or part thereof, with or without prior or subsequent notice; users of this website hereby confirm that the MCDC shall not be held liable by its users and/or any third party for any cancellations or modifications to this website.
- Change the terms and conditions from time to time. The continued use of the website, in whole or in part, shall signify that its users are in acceptance of such changes. It is the users' responsibility to check on a regular basis and to determine whether the terms and conditions have been changed. If users are in disagreement with any changes to the terms and conditions, then they must immediately desist from making further use of the website.

The MCDC reserves the right to withdraw or add any products from/to this website at any time and/or withdraw or add any material or content from/to this website.

The MCDC may refuse to process a transaction and shall not be obligated to give a reason, or explanation; similarly, the MCDC may also

refuse to provide a service to anyone at any time. Providing a service shall be at the sole discretion of the MCDC.

The MCDC shall not be liable to any of its users, or any third party for withdrawing any product from this website, regardless of whether the product has been withdrawn from the website because it has been sold out or not. The MCDC shall also not be liable to any of its users, or any third party for withdrawing, editing, or modifying any materials, or content on this website; or for refusing to process a transaction, or for invalidating, suspending or terminating any transaction after processing has begun, or has been completed, as may be the case.
