

## TERMS AND CONDITIONS FOR WHOLESALE PURCHASE OF COINS

Welcome to the Central Bank of Ireland terms and conditions of use for wholesale purchase of commemorative coins and coin sets (“**Coin(s)**”) (the “**Terms**”). These Terms apply to Customer(s) (“**you**”, “**your**”) who purchase Coins from the Central Bank of Ireland (“**Central Bank**”, “**us**”, “**we**”, “**our**”) and who use and/or access our Website. These Terms set out the conditions upon which we agree to sell Coins to you.

By using the Website, you agree to be bound by these Terms. If you do not agree to be bound by the Terms, then you should not use the Website or purchase the Coins. The following definitions are used throughout the Terms, and you should familiarise yourself with them:

“**Customer**” means a customer who purchases Coins in the course of his/her business or trade.

“**Contract**” means the contract between us and you for the sale and purchase of the Coins in accordance with the Terms.

“**Force Majeure Event**” means an event or circumstance beyond our reasonable control.

### Contact Us

The Central Bank is a body corporate which is managed and controlled by the Central Bank Commission pursuant to section 5 of the Central Bank Act 1942, as substituted by Part I of Schedule I to the Central Bank Reform Act 2010. Our address is P.O. Box 61, Sandyford, Dublin, D16 K280.

You may contact us for any reason using the following means:

**By email:** [wholesalecoins@centralbank.ie](mailto:wholesalecoins@centralbank.ie)

**By post:** Collector Coin Sales, Central Bank of Ireland, Currency Centre, Sandyford Road, Sandyford, Dublin, D16 K280

If we need to contact you, we will do so by using the contact details that you provided to us when you placed your order so it is your ongoing responsibility to ensure that we are furnished with up-to-date contact details.

### Order Process

Information on Coins available for sale can be found on our website [www.collectorcoins.ie](http://www.collectorcoins.ie).

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To purchase a coin, you must be a registered wholesaler and details of the registration process can be found on [www.collectorcoins.ie](http://www.collectorcoins.ie) under the Wholesale tab. Discounts may be made available to Customers and the value of the discount applied is dependent on certain factors including the quantity of coins purchased.

If you wish to purchase Coins, you can place an order by contacting us at [wholesalecoins@centralbank.ie](mailto:wholesalecoins@centralbank.ie) with your requested order. Your order constitutes an offer to us to buy Coins. All orders are subject to acceptance by us. Subject to availability of the Coin, we will forward you an invoice confirming receipt of your order with instructions on how to proceed with payment at which point a contract will come into existence between you and us. All orders must be paid by way of bank transfer and payment must be received in full before your order will be made available for collection. For the avoidance of doubt, payment by credit card is not acceptable. We reserve the right to refuse to sell Coins that you have ordered without giving any reason and without any liability to you. If we are unable to accept your order for any reason, we will inform you of this and we will not charge you for the Coins.

We are under no obligation to fulfil any order until we have received payment.

The Contract does not entitle the Customer to any follow-up orders.

### The Coins

The images of the Coins advertised on the Website are for illustrative purposes only. Although we have made every effort to display the colours of the Coins accurately, we cannot guarantee that they are displayed accurately on your screen. Accordingly, you acknowledge and accept that Coins, when delivered to you, may vary slightly from how they appear on the Website. We take no responsibility for any such variation.

The packaging of the Coins may vary from that shown on the Website.

### Price

The prices of the Coins as advertised on the Website are subject to change from time to time.

While we take all reasonable care to ensure that the price of the Coins as advertised is correct, it is possible that, despite our best efforts, the price of some Coins may be subject to correction. . Where the Coins' correct price at your order date is lower than our advertised price at your order date, we will charge the lower amount. If the Coins' correct price/ at your

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order date is higher than the advertised price at your order date, we will contact you to ascertain and confirm whether you want to proceed with the order.

### Availability And Collection

The availability of the Coins as advertised on the Website is subject to change from time to time.

We will endeavour to make the Coins available for collection as soon as is reasonably possible. We cannot arrange delivery of Customer orders meaning all orders must be collected by courier which must be arranged by the Customer themselves.

In relation to collection of orders, Customers must contact us via email within 10 business days of confirmation of order setting out the details of the collection arrangements. The order(s) must be collected within 28 days of the communication date. Customers acknowledge and agree that where they fail to arrange collection within the agreed timelines, the Central Bank may cancel the order and refund the cost of the order, less any reasonable administrative costs, and the Coins may be sold again.

### Complaints/Queries

If you have a query/complaint, please contact us directly and we will do our best to resolve the issue. If you are not satisfied with our response, you may wish to contact the Competition and Consumer Protection Commission, whose contact details are here: <http://ccpc.ie/>.

### Liability And Disclaimers

All Coins sold and product descriptions, information and materials posted on this Website are provided "as is" and without warranties express, implied or otherwise.

We warrant to you that Coins purchased from us are of satisfactory quality and reasonably fit for all of the purposes for which they are commonly supplied. To the fullest extent permissible by law, we disclaim all other warranties of any kind, whether express or implied, in relation to the Coins.


Our liability in connection with any Coins purchased from us is strictly limited to the purchase price of that Coin or Coins. This does not affect your statutory rights or your cancellation rights.

## Intellectual Property Rights

**The data and information displayed on the Website is public. Reproduction is authorised provided the source is acknowledged and prior written permission has been obtained from the Central Bank and the owner/provider of information. Users should contact the Central Bank for details of the appropriate licence required to permit the use of notices published on the Website.**

**Users are prohibited from using (including reproduction or scraping information for onward transmission to third parties) information on the Website for commercial purposes.**

We do not accept responsibility for and shall not be liable, either in contract or in tort, for any direct, incidental, consequential, indirect loss or any other losses, costs, expenses or damage of any kind caused as a result of using the Website in any respect including but not limited to:

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- non-availability of the Website;
  - accuracy, suitability, and completeness or otherwise of the information and data contained on the Website;
  - any errors in transmission or downloading documentation from the Website;
  - breach of the Terms of Use by a Customer;
  - external url links;
  - loss of data or information;
  - non-functioning or malfunctioning of the Website or technical issues otherwise occurring in connection therewith
    - loss of profits, sales, business, or revenue;
    - business interruption;
    - loss of anticipated savings;
    - loss of business opportunity, goodwill or reputation.

We have taken all reasonable care to compile information and material on our Website.

Our website is established in Ireland in accordance with the laws of Ireland and will be governed by the laws of that country. When you use the website, you accept that your use of the website and any information on the website will also be governed by the laws of Ireland and if any claim or dispute arises from your use of the website or any information on it, you agree that the Irish Courts will have exclusive jurisdiction over all such claims or disputes.

### Risk And Title

Coins ordered by you will be at your risk from the time of despatch. Ownership of the Coins will pass to you when we receive full payment of all sums due in respect of your order.

### General Refund And Returns Policy

You have the right to a refund or replacement if the Coins (i) do not match, in all material terms, their description or (ii) are not of merchantable quality, unless the defects were specifically drawn to your attention before the Contract was made, or you examined the Coins before the Contract was made.

You do not have a right to a refund or replacement if (i) you have broken or damaged the Coins or (ii) you have changed your mind after receipt of the Coins and it is more than 14 days since the Coins were collected by you or on your behalf from the Central Bank.

If the capsule or blister containing the Coin has been opened, the Coin cannot be returned to us and money will not be refunded.

If you have a right a refund or replacement, we will (i) refund to you all payments received from you without undue delay or (ii) arrange for a replacement to be sent to you. Please contact us to request a refund or a replacement.

### General

We have the right to revise and amend these Terms from time to time by posting revised Terms on the Website.

We shall not be liable for any failure to perform any of our obligations under these Terms which is caused by circumstances beyond our reasonable control including, but not limited to, any Force Majeure Event.

Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

By agreeing to these Terms you shall be deemed also to have read, understood and agreed to the following policies which also apply to your use of the Website: (i) [Privacy Policy](#) and (ii) [Cookie Statement](#).

These Terms and any matter connected with any order placed through the Website shall be construed in accordance with the laws of Ireland and you agree to submit to the exclusive jurisdiction of the Irish Courts in respect of same.

## Site Content

Documentation or images on this site may not be amended, altered or modified in any way. Documentation on this site may not be reproduced without the consent of the Central Bank and the owner/provider of the documentation concerned.

Users agree not to use the Website to:

- impersonate any person or entity (including, but not limited to Central Bank officials) or falsely state or otherwise misrepresent affiliation with a person or entity or provide false information;
- Not to link any other website to this website without obtaining our prior written consent;
- upload, post or otherwise transmit any unsolicited or unauthorised advertising, promotional matter, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; and
- upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.



## Copyright

The material featured on this site is subject to the Copyright and Related Rights Act 2000. The material may be downloaded to file or printer for personal use only. When this material is being issued to others, the source including the URL and copyright status must be acknowledged.

The permission to reproduce Central Bank of Ireland copyright material does not extend to any material on this site, which may be the property of a third party. Authorisation to reproduce such material must be obtained from the copyright holders concerned

## Privacy Statement

We keep the details you provide confidential and will use them to process your order. From time to time we may keep you informed of information about other products and services that may be of interest to you. If you wish to receive information about other products and services that may be of interest to you, please join our email newsletter, details of which can be found on our website.

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Any personally identifiable data about you which we collect will be treated by us in accordance with applicable data protection laws.

This statement relates to our privacy practices in connection with this Website. We are not responsible for the content or privacy practices of other websites. Any external links to other websites are clearly identifiable as such.

For general web browsing no personal information is revealed to us, although certain statistical information is available to us via our Internet service provider. This information may include the following:

- The logical address of the server you are using
- The top level domain name from which you access the internet (for example, .ie, .com, .org etc.)
- The type of browser you are using
- The date and time you access our site
- The internet address used to link to our site

Some of the above information is used to create summary statistics which allow us to assess the number of visitors to our site, identify what pages are accessed most frequently and generally, help us to make our site more user friendly.

No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

We may disclose your identity to relevant parties to aid any investigation.

You warrant that the information you enter on this site is accurate and you indemnify us in respect of any damage or legal costs arising out of any action taken against us in respect of the material posted by you.