

# SALE OF SCRAP GOLD AND PRECIOUS METALS

to philoro



VIEL GOLD. VIEL ZUKUNFT.

## 1. CUSTOMER DETAILS (customer name and account holder name must be identical)

CH-2024-1.1

First name

Surname

E-Mail

Telephone number

Street, house number

Postcode

City

Country

## 2. REMUNERATION (exclusively by bank transfer)

Account holder Currency  CHF  EUR

IBAN Bank name PostFinance account number

## 3. IDENTIFICATION DOCUMENT (exclusively by bank transfer)

Document type:  Identity card  Passport  Residence permit Copy is enclosed

Date of birth Place of birth Nationality

## 4. PRECIOUS METAL TEST REPORT – CONTENT INFORMATION

Type of goods	Quantity with description	Total weight [g]** <small>(to be completed by post office staff)</small>
<b>Jewellery</b> <small>(e.g. ring, necklace, earrings, bracelet, brooch, watch strap)*</small>		
<b>Bars</b>		
<b>Coins, medals</b>		

\* Pearls, stones, watches and other ornaments are melted down and not remunerated. Dental gold and silver cutlery as well as other gold or silver items are only accepted at philoro branches. Knives and silver-plated cutlery are not accepted.

\*\*The valuation is based on the weight, to be determined by a philoro employee using calibrated scales.

## 5. CERTIFICATE OF OWNERSHIP

The customer confirms that the goods listed above are his personal property and that they are neither stolen nor the result of a criminal offence. The goods are neither pledged nor subject to other third-party rights. The customer hereby declares that he is of legal age and has full legal capacity.

## 6. SHIPPING

Shipping is insured by philoro up to CHF 15'000.00 per parcel. The costs for protective packaging, express shipping, insurance, inspection and valuation of CHF 25.00 will be offset by philoro against the credit note. In the event of loss, the individual selling the goods to philoro via Swiss Post must provide suitable evidence of the loss. This includes: (1) affidavit stating that the seller actually posted and submitted the goods to Swiss Post; (2) copy of the purchase form; (3) copy of the receipt; (4) photographs of the items posted; (5) suitable proof of value (such as invoices, appraisals, expert reports).

## 7. DETERMINING THE SALES VALUE

Customers may view current prices at [www.philoro.ch/preisliste/alle](http://www.philoro.ch/preisliste/alle) and [post-altgold.philoro.ch/altgoldrechner](http://post-altgold.philoro.ch/altgoldrechner).

philoro shall examine the customer's offer to sell within five working days of receipt of the goods. philoro shall then determine the value of the goods based on the current daily precious metal price at the time of the examination (see Art. 15 GTC) and send the customer an offer via e-mail. If the customer **does not revoke this offer within 48 hours, it shall be deemed accepted and the sale confirmed**. Provided the goods inspection leads to a positive result, the offer is not cancelled and any necessary MLA (Money Laundering Act) documents are received, payment is usually made to the customer's account by bank transfer within two to five working days (see Art. 18 GTC). If the offer is rejected, the customer shall bear the cost of returning the goods. philoro tests gold, silver, platinum and palladium using various methods including four-substance analysis (X-ray fluorescence analysis). Dental gold, silver cutlery and other items containing precious metals may only be sold in philoro SCHWEIZ AG branches. Precious stones, pearls, watches and other ornaments are not accepted and will therefore be melted down.

## 8. SALES VALUE FROM CHF 15'000.00 / MLA

philoro operates as a financial intermediary in accordance with the provisions of the MLA and is therefore subject to the corresponding regulations and regulatory requirements. A copy of an authenticated identity document is required for transactions amounting to CHF 15'000.00 and upwards within 365 days. If the customer estimates the value of the goods to be over CHF 15'000.00, the customer may already enclose the required authenticated copy of the ID (yellow identification) with the consignment in order to accelerate the process. If necessary, philoro will contact the customer and obtain any outstanding documents. The authenticated copy of the identity document (yellow identification) may be obtained from the post office; the cost of CHF 25.00 is borne by the customer.

## 9. EXCLUSION OF LIABILITY

philoro accepts no liability for any inspection marks or damage caused during the inspection and therefore does not pay any compensation or damages for precious metals that have been inspected and returned to the customer.

## 10. DECLARATION OF CONSENT

The customer agrees that the precious metal will be melted down after successful inspection and processing without further notice and that the purchase therefore cannot be cancelled. The customer hereby declares that he has taken note of and understood the conditions contained in this form and philoro's General Terms and Conditions (see pages 3 - 4, or at [www.philoro.ch/agb](http://www.philoro.ch/agb)).

To fulfil the requirements of the MLA, philoro obtains information on the beneficial owner and politically exposed person. A negative answer does not rule out the transaction, rather it merely requires further clarification. philoro will contact the customer to this end.

I hereby declare that I am the beneficial owner.

I hereby declare that neither I nor any person close to me are politically exposed persons\*\*\*.

If not, explanation:

Place, date:

Customer signature:

### Postage details

Customer transaction:



2 050002 918603

ID no. of valuables bag

1.

2.

Location code

Date stamp and signature



\*\*\* A politically exposed person (PEP) is a natural person who holds or has held important public office, including (but not limited to) middle or lower ranking officials: Heads of state, heads of government, ministers, deputy ministers and secretaries of state; members of parliament or members of similar legislative bodies; members of the governing bodies of political parties; members of supreme courts, constitutional courts or other high courts against whose decisions, except in exceptional circumstances, there is no longer a right of appeal; members of courts of auditors or the governing bodies of central banks; ambassadors, chargés d'affaires and high-ranking officers of the armed forces; members of the administrative, management or supervisory bodies of state-owned companies; directors, deputy directors and members of the governing body or a similar function at an international organisation. Family members of the PEP include spouses or children or equivalent individuals or parents. Known related parties of the PEP are natural persons who are known to be joint beneficial owners of legal entities or legal arrangements with a PEP or have other close business relationships with a PEP, or natural persons who are the sole beneficial owner of a legal entity or legal arrangement that is known to be established de facto in a PEP's favour.

## GENERAL TERMS AND CONDITIONS

### I. General provisions

#### § 1 General, scope of application

(1) The following provisions (hereinafter referred to as the "General Terms and Conditions") shall apply as an agreed part of the contract for all business relationships and legal transactions with consumers and businesspeople (hereinafter referred to as "customers") and philoro Schweiz AG (hereinafter referred to as "philoro"), unless expressly agreed otherwise in writing. The version of the General Terms and Conditions valid at the time the contract is concluded shall be authoritative. The General Terms and Conditions contain detailed regulations on the business relationship established with the customer and the legal transactions that are concluded (purchases by us and sales by us). They can be accessed via our website ([www.philoro.ch](http://www.philoro.ch)), clicking the button "General terms and conditions", and printed out and saved by the customer. In addition, the General Terms and Conditions are sent to the customer by email as a PDF file together with the order confirmation when an online purchase or sale is made. When precious metals are bought or sold at a philoro branch (over-the-counter transaction), the General Terms and Conditions are available and can be viewed by the customer. On request, philoro will print out the General Terms and Conditions for the customer.

(2) Philoro objects to any provisions in the customer's general terms and conditions. The customer's general terms and conditions shall therefore not become part of the contract, even if their existence is known of, unless otherwise agreed in writing. By concluding the contract, the customer accepts this provision. The operator of the precious metal shop and your contractual partner for all legal transactions concluded is:

#### philoro Schweiz AG

Represented by the President of the Board of Directors,

Mr Christian Brenner

St. Gallerstrasse 7, 9300 Wittenbach Switzerland

Commercial register number CH32030823616

VAT number CHE-157.251.534 MWST

If you have any questions, requests, concerns or complaints, please contact us using the contact form provided on our website ([www.philoro.ch](http://www.philoro.ch)) or by email to [info@philoro.ch](mailto:info@philoro.ch)

(3) The General Terms and Conditions are written in German and, as of 1 January 2024, also in English, French and Italian. In the event of contradictions, the German version shall take precedence.

#### § 2 Prohibition of assignment and pledging

The assignment or pledging of claims or rights held by the customer against philoro shall be prohibited without philoro's consent, unless the customer can prove a justified interest in the assignment or pledging.

#### § 3 Offsetting

The customer shall only have a right to offset a claim if this claim has been recognised by declaratory judgement or is undisputed.

### II. Terms of sale

#### § 4 Conclusion of contract

(1) The presentation of goods in philoro's precious metal shop is not a binding sales offer; rather, it represents a non-binding invitation to the customer to submit a corresponding purchase offer (order) to philoro.

(2) The customer can only submit the purchase offer by filling in an order form on the internet platform [www.philoro.ch/shop](http://www.philoro.ch/shop), provided by philoro. In the latter case, the customer is shown all data again before submitting the purchase offer and can correct it if necessary.

(3) The submission of the order form by the customer by clicking on the button "Order and Commit to Payment" shall constitute a binding offer to philoro to conclude a purchase contract, to which philoro shall remain bound for three working days. Following this binding customer offer, Philoro shall send the customer an email confirming receipt of the order by Philoro and containing the contents of the order form that are relevant to the respective purchase (automated order confirmation). This automated order confirmation shall also not constitute acceptance of the customer's offer by philoro, but rather merely inform the customer that his or her order has been received by philoro. A binding contract between the customer and philoro shall only be concluded if philoro accepts the customer's offer within a

period of three working days. Acceptance of the customer's offer by philoro may be made by means of a separate declaration in text form (order confirmation or sending of the invoice), e.g. by email. The declaration of acceptance by philoro can also be made in another form or by telephone. In the event that philoro does not separately declare acceptance of the customer's offer, a contract shall not be concluded. Once philoro has received the invoice amount and the documents required under anti-money-laundering regulations (amounts of CHF 15'000 or more, including cumulative transactions: form to be completed and certified copy of passport), the goods shall be dispatched or held ready for collection (sending of a dispatch or pick-up confirmation), depending on the agreement.

(4) philoro's product presentations shall not constitute a purchase recommendation in the sense of investment advice. It is hereby explicitly noted that precious metal prices are subject to market fluctuation and that philoro cannot predict future price developments.

#### § 5 Revocation

(1) The customer shall have no right of revocation for products that have prices that are subject to fluctuation in the financial market, over which philoro has no influence and that may occur at short notice.

(2) Making an order shall oblige the customer to accept the products. Subsequent changes or cancellations of orders by the customer can be accepted by philoro at its own discretion. If philoro has already acquired the precious metals on the basis of the customer's order, the customer shall compensate for any loss in price and/or value of the precious metals between the day of the order and the day on which the transaction is reversed and pay an additional handling fee of CHF 60.00.

#### § 6 Delivery restriction

The following delivery restrictions shall apply:

If a product is not immediately available, the expected delivery time shall be indicated in the product description. The presentation of goods in philoro's precious metal shop is aimed exclusively at customers who have their place of residence or business in one of the following countries or areas and can provide a delivery address for them: Switzerland, Liechtenstein

#### § 7 Prices, delivery costs, trading hours

(1) The prices for sales transactions in Swiss francs or euros (at the corresponding daily exchange rate of the SNB) valid at the time of receipt of the customer's order by philoro, including the respective statutory VAT, shall be deemed agreed unless otherwise arranged.

(2) The customer shall bear the delivery costs for the goods ordered by him or her in accordance with the following overview. Shipping within Switzerland and Liechtenstein:

Order value from	Order value up to	Total price
0	1'500 CHF	9.90 CHF
1'501 CHF	5'000 CHF	15.00 CHF
5'001 CHF	20'000 CHF	20.00 CHF
20'001 CHF	50'000 CHF	29.00 CHF
50'001 CHF	and above	no delivery costs

The overview of delivery costs can also be found on the philoro website by clicking on the "Delivery and delivery costs" button ([philoro.ch](http://www.philoro.ch)). At the customer's request, the delivery costs can also be communicated to the customer in another form (e.g. by email). When using the order form in our online shop ([www.philoro.ch](http://www.philoro.ch)), the customer shall be shown the delivery costs again before finally sending the order.

(3) There shall be no restrictions with regard to trading hours. Accordingly, purchase offers can be submitted at any time at the current prices at that time.

#### § 8 Payment, due date, default

(1) Payment for the goods shall be made in advance by bank transfer in Swiss francs or euros (at the corresponding daily exchange rate of the SNB) or by cash payment in Swiss francs or euros (at the corresponding daily exchange rate of the SNB) if the goods are collected by the customer.

(2) The invoice amount shall be due for payment without deduction immediately after conclusion of the contract. Payment of

the total invoice amount shall be made within 5 days (to philoro's bank account) of conclusion of the contract. The date of receipt of payment by philoro shall be authoritative for meeting the deadline.

(3) The legal transaction between the customer and philoro shall be a fixed-date transaction. Accordingly, philoro shall not need to send a reminder or set a grace period. Should philoro nevertheless send a payment demand, a reminder fee of CHF 20 shall be due for each demand.

(4) If the invoice amount has not been credited to philoro's bank account within 5 days, philoro shall initiate compulsory enforcement and thus debt collection without any further reminder. Enforcement shall be carried out by philoro itself or by an external debt collection agency. All costs of enforcement such as debt collection fees, collection costs, court fees, lawyers' fees, etc. shall be paid additionally by the customer.

#### § 9 Passing of risk, delivery, compensation for damages

(1) The risk of accidental loss and deterioration of the goods (risk of sunk costs) shall be transferred from philoro to the customer on handover or, in the case of a sale with delivery, as soon as the goods have been delivered to the forwarding agent, carrier or other person or organisation designated to carry out the delivery or the customer has defaulted on acceptance. If acceptance of the goods is refused, the goods shall be deemed to have been handed over and delivered at the time of refusal.

(2) If the customer defaults on acceptance of the goods ordered by him or her or culpably violates other duties to cooperate, philoro shall be entitled to demand lump sum compensation amounting to 10% of the respective purchase price. The compensation shall be set at a higher or lower amount if philoro can prove that the loss is greater or the customer can prove that the loss is smaller.

(3) Should the delivery of the goods ordered by the customer not be possible immediately due to unforeseeable delivery delays or similar circumstances and the corresponding goods are therefore not yet in stock, the purchase contract arising upon conclusion of the order shall nevertheless be deemed to be legally binding and valid.

(4) If market conditions require it, philoro shall be authorised to make partial deliveries at any time and at its own discretion.

(5) Philoro shall only deliver precious metals using reputable logistics companies or cash/valuables-in-transit companies. Philoro shall guarantee complete insurance of the dispatched goods through its partners for valuables logistics.

(6) When specifying the delivery address, valid residential and company addresses shall be given where it is possible for a direct delivery to the person specified in the order process or a person authorised with a written authorisation letter. For security reasons, philoro shall reserve the right not to define the day or exact time of delivery. On the philoro website, only a possible delivery time shall be stated for each product.

(7) Philoro shall offer the following options for taking possession of the goods: collection from a branch, delivery (subject to a charge) or storage in a philoro safe deposit box (subject to a charge). If the customer agrees to storage in a philoro safe deposit box, the separate general terms and conditions for storage in a philoro safe deposit box shall be observed in addition to these General Terms and Conditions. If the customer agrees to collect the goods from a branch and does not collect them within 5 working days of being notified of their availability by philoro, philoro shall be entitled to charge the customer storage and warehousing costs.

#### § 10 Retention of title

The goods shall remain the property of philoro until full payment has been made by the customer.

#### § 11 Warranty

Any warranty shall hereby be deemed void. Accordingly, the customer shall not be entitled to cancellation, price reduction or replacement delivery.

#### § 12 Limitation of liability

(1) Philoro shall not be liable for (i) slight and medium negligence, (ii) indirect and consequential damages and loss of profit, (iii) unrealised savings and (iv) loss resulting from delays in delivery.

(2) In other cases, philoro shall be liable - unless otherwise stipulated in paragraph 3 - only in the event of a breach of a

contractual obligation, the fulfilment of which is essential for the proper performance of the contract in the first place and the adherence to which the customer may regularly rely on, and limited to compensation for foreseeable and typical loss. In all other cases, our liability shall be excluded, notwithstanding the provision in paragraph 3.

(3) philoro's liability for loss arising from injury to life, limb or health and under the Swiss Product Liability Act remains unaffected by the above limitations and exclusions of liability.

(4) The same shall apply to breaches of duty by third parties for whose fault philoro is responsible in accordance with the statutory provisions (vicarious agents).

### § 13. Anti-money-laundering regulations

(1) As a financial intermediary within the meaning of the Swiss Anti-Money Laundering Act (AMLA), philoro is subject to this law's relevant provisions (including the fulfilment of due diligence obligations, such as the ascertainment and verification of the customer's identity on the basis of an official photo ID, the determination of the beneficial owner, clarification obligations, documentation obligations and reporting obligations in the event of a suspicion of money laundering) and is affiliated with a self-regulation organisation (PolyReg) which is subject to the jurisdiction of the Swiss Financial Market Supervisory Authority (FINMA). In particular, philoro must comply with the following requirements.

(2) If one or more transactions that appear to be linked reach the amount of CHF 15'000 or if there are suspicions of possible money laundering or terrorist financing, the customer shall be obliged to identify himself or herself by means of an official photo ID valid at the time the business relationship is entered into. In addition, the customer shall be obliged to complete and sign form A for the determination of the beneficial owner and form K for the determination of the controlling owner(s) as well as form P for the determination of any PEP status truthfully and in full. If the business relationship is established by correspondence, i.e. without the customer appearing in person, the customer shall provide philoro with a copy of an identification document that has had its authenticity confirmed.

(3) In the case of business relationships and transactions with increased risk, philoro is obliged by the applicable AMLA provisions to clarify and document the background of the business relationship and the transaction in a particular way. These special clarification obligations of philoro that must be complied with in the event of an increased money laundering risk include in particular the clarification of (i) the origin of the assets involved, (ii) the origin of the assets of the customer and the beneficial owner, (iii) the professional or business activity of the customer and the beneficial owner and (iv) the financial situation of the customer and the beneficial owner. The customer undertakes to provide this information in full and truthfully on form B, provided by philoro, and, if necessary, to provide supporting evidence for the information with appropriate documents such as a tax return and tax charge statement, proof of inheritance or similar.

(4) Due to the applicable AMLA provisions, philoro may only carry out transactions once the identification of the customer, the determination of the beneficial owner and any further clarification obligations according to (3) have been completed by philoro. Accordingly, philoro cannot initiate any transactions until the customer has sent philoro all information, forms and any other documents requested by philoro and philoro has checked their plausibility.

## III. Terms and conditions for purchases

### § 14 General, scope of application

The following terms and conditions for purchases by philoro shall apply to all legal transactions and services in connection with the purchase of goods by philoro from customers. In this case, the customer shall be the seller.

Philoro buys the following alloys according to their fineness: Gold, Silver, Platinum, Palladium. philoro shall determine the weight of the goods provided by the customer for the purpose of selling by using calibrated gold scales. philoro does not purchase gold-plated or silver-plated precious metal goods.

### § 15 Conclusion of contract

(1) Offers (of purchase prices) made by philoro on the internet or any other medium shall represent a non-binding invitation to the customer to submit a sale offer to philoro. The precious metals gold, silver, platinum and palladium, as mentioned in section 14, can be offered for sale to philoro.

(2) The customer shall submit a binding offer for the conclusion of a sale contract in the precious metal shop by clicking

on the "Order and Commit to Payment" button. At the same time, by submitting the sale offer, the customer declares that he or she is the full owner of the goods offered for sale or is authorised to sell them and, if necessary, shall provide philoro with appropriate evidence to prove this. The customer shall also prove his or her identity by enclosing a (authenticated) copy of his or her ID and a corresponding purchase form. The customer shall then send the goods to the relevant philoro branch or bring them directly to one of the branches in person. In the case of a sale with delivery, the customer shall bear the costs of delivery and the transport risk unless the "insured delivery by philoro" option was expressly selected during the ordering process. In both cases, the customer shall bear the risk for correct and appropriate packaging of the precious metals to be sold and shall send them to philoro by registered mail. Philoro shall not accept any liability whatsoever for damage of any kind that is incurred by the parcel on the way to the philoro branch. Defective consignments shall not be accepted by philoro and shall be returned to the customer at his or her expense.

(3) philoro shall be entitled to accept the customer's sale offer after checking the goods received from the customer, within five working days at the latest. The purchase confirmation from philoro shall be sent by email to the email address provided by the customer, with the rate and thus the price at the time of completion of the goods inspection being applicable. If the customer does not receive a confirmation of purchase from philoro within the aforementioned period, the customer's sale offer shall be deemed not to have been accepted by philoro.

(4) If goods are sent to philoro without a prior written sale offer, the consignment shall be regarded as a sale offer. Settlement and payment of the invoice amount shall be deemed acceptance of the offer. With regard to the acceptance of the sale offer by philoro, section 15(3) shall apply accordingly.

(5) If the customer appears spontaneously at a philoro branch for the purpose of selling precious metals, the contract shall be concluded at the time of the customer's signature on the final credit note. By signing the contract, the customer explicitly acknowledges that there is no right of revocation. The amount to be paid out shall be transferred by philoro to the customer's bank account by bank transfer or paid out directly in cash. The first and last name of the customer and the account holder must be identical for bank transfers.

Cash payments shall only be made if the amount to be paid out is below the exemption limit of CHF 15,000 and the cash on hand allows a cash payment of the given amount. Cash disbursements in euros shall only be possible at the branch at Pelikanstrasse 6/8 in 8001 Zurich.

(6) The customer shall assure that all information provided by him or her when submitting the sale offer or registering in the precious metal shop or when submitting the sale offer on site (e.g. name, address, email address, bank details, etc.) is truthful. Changes shall be communicated to philoro immediately.

(7) In the event that philoro accepts the sale offer without the goods having already been dispatched by the customer to the relevant philoro branch, the customer shall send the goods to philoro at his or her own expense and risk within five working days of the sale offer being accepted.

### § 16 Revocation

The customer shall be aware that he or she has no right of revocation. There shall also explicitly not be a right of revocation for products whose prices are subject to fluctuation in the financial market. philoro shall be entitled to charge processing fees of CHF 60.00 in the event of a refusal on the part of the customer. Should these in turn not be paid by the customer, philoro shall proceed in accordance with section 8(4).

### § 17 Prices, logistics costs, trading hours

(1) The prices for purchase transactions in CHF or EUR (at the corresponding average exchange rate of the day according to the SNB) valid at the time the sale offer is received by philoro shall be deemed agreed.

(2) The goods offered by the customer shall be collected at the customer's expense. Logistics options and the associated costs are published on the philoro website at [www.philoro.ch](http://www.philoro.ch). The customer shall also have the right to arrange the delivery of the goods himself or herself. In this case, the customer shall bear the delivery costs and at the same time the delivery risk.

(3) The usual trading hours shall apply, which can be viewed on the philoro website at [www.philoro.ch](http://www.philoro.ch). For offers received during these trading hours, the respective philoro price lists shall

apply. If offers are submitted outside trading hours, the current price at the beginning of the following trading day shall apply.

(4) In cases pursuant to section 15(4) (delivery of goods without prior sale offer), the prices at the time of receipt of the goods at philoro shall be the binding basis for the payment amount.

(5) If the quality inspection of the goods by philoro produces a negative result, the goods shall be returned to the customer at the customer's expense.

### § 18 Terms of payment

(1) The purchase price to be paid by philoro shall only be due for payment after receipt and inspection of the goods with a positive result (in particular for authenticity, completeness and reusable condition). Philoro shall inspect the goods within a reasonable period of time, generally within ten working days of receipt of the goods.

(2) If the sales offer is accepted after receipt of the goods and inspection of the goods with a positive result, philoro shall transfer the purchase price to the bank account specified by the customer within three to five working days after completion of the inspection.

### § 19 Stolen and counterfeit goods

(1) Before concluding the purchase, the customer shall sign a declaration of ownership of the precious metal goods being sold, confirming that he or she is the legal owner of the precious metal goods intended for sale. If philoro suspects that this declaration of ownership was signed by the customer in contradiction to better knowledge held by the customer, philoro shall assume that the goods are the result of a criminal offence and consequently need to inform the police.

(2) Should it transpire during philoro's inspection of the goods that the precious metals put to sale by the customer are counterfeit, philoro shall withhold the goods and contact the police.

### § 20 Anti-money-laundering provisions

The Swiss guidelines on combating money laundering and terrorist financing under section 13 shall apply.

## IV. Final provisions

### § 21 Copyrights

philoro holds the copyright to all images, films and texts published on the philoro website. Use of the images, films and texts is not permitted without our express consent.

### § 21 Data protection notice

philoro collects, processes and uses the personal data of customers, and in particular their contact details, for processing their order, including their email address if the customer provides this. Philoro may use information (e.g. a score value) from external service providers for a credit check to help it make a decision. The information also includes information about the customer's address.

### § 23 Online provisions

(1) The customer shall warrant that, after registering on the philoro website, he or she will treat his account and password confidentially and will do his or her best to prevent unauthorised use of his or her account on his or her computer. In the event (or even with mere suspicion) of misuse of his or her account, the customer shall inform philoro immediately.

(2) Philoro shall grant the customer the limited right to use his or her account on the philoro website for his or her own purposes. Any commercial/industrial usage shall be excluded from this. Downloads, copies or reproduction of any kind or any other use of the website and the goods depicted on it are only permitted with the consent of philoro and with reference to the source.

(3) The General Terms and Conditions may be amended and/or supplemented by philoro at any time. Supplements and amendments shall be communicated to the customer in writing or in a similarly appropriate manner.

### § 22 Choice of law, venue, severability

(1) Swiss law shall apply, with the exclusion of the UN Convention on Contracts for the International Sale of Goods. Venue shall be in St. Gallen. If the customer has his or her habitual residence in another country at the time of the order, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.

(2) If one or more provisions of these General Terms and Conditions are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of these General Terms and Conditions.