

GENERAL TERMS AND CONDITIONS

Effective from: 2 September 2026

These General Terms and Conditions (hereinafter: “GTC”) apply to the services provided by BENO GOLD GmbH and to purchase, work and other contracts concluded by it. BENO GOLD GmbH is a company established under Austrian law. This English-language version of the GTC serves in particular to inform English-speaking customers and to regulate the contractual relationships of BENO GOLD GmbH.

1. Details of the Service Provider

Service Provider: BENO GOLD GmbH

Registered office: Tegetthoffstraße 8/3, 7100 Neusiedl am See, Austria

Company register number (Firmenbuchnummer): FN 678074 v

E-mail: office@benogold.at

Telephone: +43 677 6369 8125

Hereinafter: “BENO GOLD” or the “Service Provider”.

The registered activities of BENO GOLD include in particular trading in gold bars, jewellery and watches, as well as the purchase and sale of precious metals, jewellery and luxury watches. BENO GOLD may also provide goldsmithing and related services individually agreed with the customer.

2. Scope of the GTC

2.1. These GTC apply to legal relationships between BENO GOLD and its customers, in particular to the sale of investment gold and silver; the purchase of scrap gold, precious metals, jewellery and watches; the valuation of jewellery and other valuables; the production of bespoke jewellery; jewellery repair, alteration and restoration; the home jeweller service; and other individually agreed services falling within the scope of BENO GOLD’s activities.

2.2. The GTC apply both to consumers and businesses. In the case of consumer contracts, mandatory consumer protection provisions shall take precedence over any provisions of these GTC from which no deviation to the detriment of the consumer is permitted.

2.3. Terms expressly set out in an individual contract, order, acceptance document or written offer shall, in the event of any discrepancy, take precedence over the provisions of these GTC.

2.4. BENO GOLD’s services may be used in Hungary as well as in Austria. Depending on the service and the agreement of the parties, a contract between the parties may be concluded in Austria, Hungary, at a location specified by the customer, or at a distance.

3. Role of the Website

3.1. BENO GOLD’s website is not an online shop.

3.2. It is not possible to purchase products directly, pay the purchase price or automatically conclude a contract through the website.

3.3. Product, service, price and other information on the website is primarily for information purposes and does not in itself constitute a legally binding offer by BENO GOLD.

3.4. Submission of a contact or callback form on the website constitutes solely an initiation of contact. By submitting the form, the customer does not incur any obligation to purchase, sell or otherwise conclude a contract.

3.5. A contract between the parties is concluded after the terms of the relevant transaction have been agreed and the parties have made corresponding declarations of intent.

4. Contact and Offers

4.1. The customer may contact BENO GOLD in particular by telephone, e-mail, through the website contact form or during a personal consultation.

4.2. Contact alone does not create an obligation for either party to conclude a contract.

4.3. BENO GOLD may provide a preliminary valuation or an indicative offer based on information, photographs or a preliminary description provided by the customer.

4.4. Such preliminary valuation does not constitute a final purchase offer unless BENO GOLD expressly designates it as a binding offer.

4.5. Determining the final value of precious metal, jewellery or a watch may require personal inspection of the item and verification of its weight, fineness, authenticity, condition or other material characteristics.

5. Purchase of Precious Metals, Jewellery and Watches

5.1. In the event of a purchase by BENO GOLD, the customer declares that they have the right to dispose of the item offered for sale and are entitled to sell it.

5.2. The customer must inform BENO GOLD of all circumstances affecting ownership, origin or saleability of the item.

5.3. BENO GOLD is entitled to examine the authenticity, material composition, fineness, weight, condition and other relevant characteristics of the offered item.

5.4. BENO GOLD is entitled to refuse the purchase until a binding contract has been concluded between the parties.

5.5. In determining the offered purchase price, account may be taken, among other things, of the current market price, fineness, weight and condition of the relevant precious metal, and the type, brand, authenticity, resale potential and current market demand of the jewellery or watch.

5.6. Precious metal market prices may change continuously. A previous or preliminary offer shall therefore be valid only for the period specified in that offer.

6. Investment Gold and Silver

6.1. The price of investment gold and silver may change depending on international precious metal prices, exchange rates, supplier conditions, premiums and other market factors.

6.2. Prices shown on the website or in preliminary communications are indicative unless the relevant communication expressly states otherwise.

6.3. The contractual purchase price is the price actually agreed and accepted with the customer for the relevant transaction.

6.4. BENO GOLD accepts no liability for market changes in precious metal prices following conclusion of the contract.

6.5. General information provided by BENO GOLD regarding precious metals does not constitute personalised investment, financial or tax advice. The customer makes investment decisions based on their own assessment.

7. Bespoke Jewellery

- 7.1. Bespoke jewellery is produced on the basis of specifications, size, materials, design, stones and other characteristics agreed in advance with the customer.
- 7.2. Before production begins, BENO GOLD may provide a quotation and/or require a deposit.
- 7.3. Minor professionally justified variations may occur during bespoke production, particularly in the case of handmade jewellery or jewellery containing natural materials.
- 7.4. Variations in colour, structure, pattern or other natural characteristics of natural gemstones, pearls and other natural materials do not in themselves constitute a defect.

8. Jewellery Repair, Restoration and Alteration

- 8.1. Before repair or alteration, BENO GOLD may inspect the condition of the item.
- 8.2. Old, used or previously repaired jewellery may contain material defects or structural problems that cannot be identified in advance and only become apparent during the work.
- 8.3. If an unforeseen circumstance arises during the work that materially changes the work required or its cost, BENO GOLD shall, where possible, consult with the customer.
- 8.4. BENO GOLD shall not be liable for pre-existing defects, damage or material weaknesses not caused by BENO GOLD's activities. Mandatory statutory liability rules remain unaffected.

9. Home Jeweller and On-site Services

- 9.1. By prior arrangement, BENO GOLD may provide a home jeweller service or other on-site services in Austria and Hungary and, by individual agreement, at other locations.
- 9.2. The place of service may in particular be the customer's residence, place of stay, workplace or another location agreed in advance by the parties.
- 9.3. On-site services may include in particular the presentation of jewellery and watches; valuations; purchases or preparation for purchases; goldsmith consultations; acceptance of items for repair or bespoke production; sale of products; and other services agreed in advance.
- 9.4. BENO GOLD shall inform the customer in advance of any call-out fee.
- 9.5. Where a contract with a consumer is concluded away from business premises or at a distance, the consumer shall receive the pre-contractual information and contract confirmation required by applicable law and, where the statutory conditions are met, shall have a right of withdrawal.

10. Prices and Payment

- 10.1. Prices and fees applicable to the relevant transaction are individually agreed by the parties.
- 10.2. Depending on the nature of the transaction, BENO GOLD is entitled to require a deposit or full advance payment.
- 10.3. The customer shall be informed of the available payment methods before conclusion of the relevant transaction.
- 10.4. Unless otherwise agreed, payment becomes due at the time specified in the contract, offer or invoice.

11. Retention of Title

- 11.1. Products sold by BENO GOLD shall remain the property of BENO GOLD until the purchase price has been paid in full, unless otherwise agreed by the parties.

12. Consumer Right of Withdrawal

12.1. Where a contract with a consumer is concluded at a distance or away from business premises, the applicable consumer protection rules shall apply, including, where Austrian law applies, in particular the Austrian Distance and Off-Premises Transactions Act (Fern- und Auswärtsgeschäfte-Gesetz – FAGG).

12.2. Unless a statutory exception applies, consumers generally have a 14-day right of withdrawal in respect of such contracts. BENO GOLD shall provide separate information required by the rules applicable to the relevant transaction before the contract is concluded.

12.3. In cases specified by law, the right of withdrawal does not exist or may expire if the statutory conditions are met. This may apply in particular to goods manufactured according to the customer's specifications or clearly personalised, and to certain transactions whose price depends on fluctuations in financial markets.

12.4. If, in the case of a service, the consumer expressly requests BENO GOLD to begin performance before expiry of the 14-day withdrawal period, BENO GOLD may require the separate declaration prescribed by law. In the case of a fully performed service, the right of withdrawal may expire if the statutory requirements are met.

12.5. In the case of consumer contracts concluded away from business premises, BENO GOLD shall provide the required contractual and withdrawal information in the form prescribed by law.

13. Statutory Warranty and Any Voluntary Guarantee

13.1. Products sold and services provided by BENO GOLD are subject to the mandatory statutory warranty provisions applicable to the relevant legal relationship.

13.2. In consumer contracts, the consumer's statutory warranty rights shall not be restricted by these GTC.

13.3. Any additional voluntary guarantee provided by BENO GOLD does not affect the consumer's statutory warranty rights.

14. Liability

14.1. BENO GOLD shall be liable for damage caused by it in accordance with applicable law.

14.2. In relation to consumers, BENO GOLD's liability may only be limited to the extent permitted by mandatory law.

14.3. BENO GOLD shall not be liable for market losses resulting from changes in precious metal, jewellery or watch prices or exchange rates outside BENO GOLD's control.

14.4. Market, investment or precious-metal-related information on the website and in general communications is provided for information purposes only.

15. Customer's Duty to Cooperate

15.1. The customer must provide true and accurate information necessary for performance of the contract and inform BENO GOLD of all circumstances that may materially affect performance of the service, the origin, ownership, valuation or lawful saleability of an item.

16. Data Protection

16.1. BENO GOLD processes customers' personal data in accordance with applicable data protection legislation, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR/DSGVO), as well as applicable Austrian data protection provisions.

16.2. Detailed rules governing data processing are set out in BENO GOLD's separate Privacy Policy.

17. Complaints

17.1. Customers may submit complaints using the following contact details:

BENO GOLD GmbH

E-mail: office@benogold.at

Telephone: +36 70 940 5274

Postal address: Tegetthoffstraße 8/3, 7100 Neusiedl am See, Austria

17.2. BENO GOLD endeavours to investigate and resolve complaints as quickly as possible.

18. Governing Law

18.1. The contractual relationship between BENO GOLD and the customer shall be governed by the law of the Republic of Austria, subject to the rules of private international law and directly applicable European Union law. In international sales between businesses, the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded to the extent that the parties may validly agree to such exclusion.

18.2. Where the customer is a consumer, this choice of law shall not have the result of depriving the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence, from which the parties may not derogate by agreement, where such protection applies under the European Union rules of private international law.

18.3. Accordingly, in the case of a consumer habitually resident in Hungary, the choice of Austrian law does not affect mandatory consumer protection rights granted to the consumer under Hungarian law insofar as those provisions apply to the relevant contract.

18.4. The geographical place where the contract is concluded or performed does not in itself exclude the application of rights granted to the consumer under mandatory law.

19. Jurisdiction

19.1. In legal relationships with businesses, the jurisdiction of the Austrian court competent for BENO GOLD's registered office may be agreed, insofar as permitted by applicable law.

19.2. In relation to consumers, mandatory European Union and national rules on jurisdiction and venue shall apply. These GTC do not restrict the consumer's ability to seek judicial remedies under such rules.

20. Amendments to the GTC

20.1. BENO GOLD is entitled to amend these GTC with effect for the future. Amendments shall not affect contracts already concluded before the amendment takes effect unless the parties separately agree otherwise or mandatory law provides otherwise.

21. Final Provisions

21.1. If any provision of these GTC is invalid or unenforceable, this shall not automatically affect the validity of the remaining provisions, unless otherwise provided by law.

21.2. These GTC have been prepared in English.

21.3. BENO GOLD's contractual relationships are governed jointly by the individual agreement relating to the relevant transaction, these GTC and the applicable laws.

BENO GOLD GmbH

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