



## Terms and Conditions

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### 1. Summary

A few key points to consider before you read the full document:

#### ***Purchase of Precious Metal from ABC Bullion***

When you place an order to purchase Precious Metal from us, we quote a price for the Precious Metal.

You can accept the quoted price orally, in writing or via the Site.

When you accept the quoted price:

- the quoted price is locked in and an Invoice is issued for that price;
- you enter into a legally binding Contract with ABC Bullion at that time;
- you cannot cancel, terminate or void the Contract for change of mind; and
- payment is due within one (1) Business Day from the date the Invoice is issued and additional fees and charges will apply if you fail to pay on time.

#### ***Purchase of Precious Metal from You***

You can place an order to sell Precious Metal to us orally, in writing or via the Site;

ABC Bullion will confirm within one (1) Business Day whether it accepts the order.

If the order is accepted:

- the price for the Precious Metal is locked to the price at the time the order was placed and a Purchase Order is issued for that price;
- you enter into a legally binding Contract with ABC Bullion at that time;
- you cannot cancel, terminate or void the Contract for change of mind; and
- payment will be made within one (1) Business Day from the date processing the Purchase Order unless we advise otherwise.



### **Precious Metal Prices**

ABC Bullion updates its Precious Metals Prices every five minutes.

### **Storage of Precious Metal with ABC Bullion**

ABC Bullion offers a range of different storage services, including storage of individual bars of Precious Metal biannually assured or an interest in a shared 'pool' of Precious Metal.

### **Investment in Precious Metal**

The purchase of Precious Metal is not a financial investment. None of ABC Bullion, its directors, shareholders or employees are registered investment advisors and they do not give investment advice.

## **2. Definitions**

In these Terms and Conditions the following definitions apply unless context otherwise requires:

**ABC Bullion** means Australian Bullion Company (NSW) Pty Ltd ABN 82 002 858 602;

**ABC Bullion Gold Decumulation Plan** means the Product detailed in clause 7.7;

**ABC Bullion Gold Saver** means the Product detailed in clause 7.6;

**ABC Bullion Pool Allocated Product** means the Product detailed in clause 7.3;

**ABC Bullion Premium Product** means the Product detailed in clause 7.4;

**ABC Bullion Secure Product** means the Product detailed in clause 7.5;

**ABC Bullion Storage Service** collectively refers to ABC Bullion Premium Product, the ABC Bullion Secure Product and the ABC Bullion Pool Allocated Product;

**Account** means an account with ABC Bullion, in your name, for the purpose of facilitating any transaction or dealing with ABC Bullion, including ABC Bullion Storage Services;

**ACL** means the *Australian Consumer Law Schedule of the Competition and Consumer Act (2010)*;

**AML/CTF Law** means the *Anti-Money Laundering and Counter-Terrorism Financing Act (2006)* and the *Anti-Money Laundering and Counter-Terrorism Financing Rules (2025)*;

**AML/CTF Program** means a standard anti-money laundering and counter-terrorism financing



program for the purposes of the AML/CTF Law;

**APRA** means the Australian Prudential Regulation Authority;

**Authorised Agent** means any person you have properly authorised to act on your behalf in connection with your Account, including an Additional Operating Authority, Collection Authority or Information Authority;

**Available Funds** means cleared funds, including funds which have been made available by means of direct debit;

**Business Day** means a day in which banks and foreign exchange markets are open for business in Sydney, Australia;

**Consumer** is as defined in the ACL and, in determining if you are a consumer, the determination is made if you are a consumer under the Contract;

**Contract** means the contract evidenced by and created when we issue an Invoice or Purchase Order as set out in clause 6 of these Terms and Conditions;

**Customer** means a user of the Site and/or a person who creates an Account, places an order to purchase a Product, places an order to purchase a Service, and/or places an order to sell a Product;

**Direct Debit Account** has the meaning given by clause 7.6.2;

**Force Majeure** has the meaning given by clause 16.1;

**Identification Requirements** means the requirements set out in clause 14.1;

**Insolvency Event** means, in relation to a person, the person:

- (a) being made bankrupt;
- (b) being placed into liquidation, receivership, administration or official management;
- (c) entering into a scheme of arrangement, compromise or composition with creditors;
- (d) being or becoming unable to pay their debts as they fall due; or
- (e) any similar event occurring to the person;

**Invoice** means an invoice issued by ABC Bullion to a Customer in connection with the purchase of Products or Services by the Customer;



**Joint Account Holder** has the meaning given in clause 5.4.1;

**KYC** means “know your customer” as it relates to requirements under the AML/CTF Law;

**ML/TF** means money laundering/terrorism financing;

**PPSA** means the *Personal Property Securities Act* (2010);

**Precious Metal** means investment grade gold, silver, platinum or palladium;

**Product** means Precious Metal and any other products sold or purchased by us from time to time;

**Purchase Order** means a purchase order issued by ABC Bullion when it accepts a sell order for Precious Metal placed by the Customer;

**Related Body Corporate** has the same meaning that is ascribed to that term in section 50 of the *Corporations Act* (2001) (Cth);

**Site** means the website [abcbullion.com](http://abcbullion.com) owned and operated by ABC Bullion;

**Secured Moneys** means all purchase moneys, storage fees, interest fees, administrative fees, commission, costs, taxes, charges, payments arising on default, payments under any indemnity or other moneys owing by you to ABC Bullion pursuant to these Terms and Conditions from time to time;

**Security Interest** means a security interest as defined in the PPSA;

**Services** means any services provided by ABC Bullion including trading, storage, insurance and delivery;

**Terms and Conditions** means the terms and conditions set out herein; and

**Your Information** means relevant information about you or your entity such as your full name, date of birth, business name, residential address, business address, ABN, and your interactions with us (such as trades), copies of personal ID documents such as your driver’s licence, passport, Medicare card, bank statements, rates notices or any other documents that prove your identity or information about you that is publicly available, for example from public registers or social media.



### 3. Interpretation

- 3.1. References to:
  - 3.1.1 "our" and "we" and "us" are references to the ABC Bullion;
  - 3.1.2 "you" and "your" are references to a Customer;
  - 3.1.3 a clause is a reference to a clause in these Terms and Conditions unless stated otherwise;
  - 3.1.4 a statute or a section of a statute includes all amendments to that statute or section passed in substitution for the statute or section referred to and incorporating any of its provisions;
  - 3.1.5 the singular includes the plural and the plural includes the singular; and
  - 3.1.6 a person includes a company, statutory corporation, partnership, trust, partnership, joint venture, association or body politic, and includes that person's legal personal representatives, executors, administrators, successors and permitted assigns.
- 3.2. "Including" and similar expressions are not words of limitation.
- 3.3. Where any word or phrase is defined, any other grammatical form of that word or phrase will have a corresponding meaning.
- 3.4. All monetary amounts are in Australian dollars.
- 3.5. Headings are for convenience only and do not form part of these Terms and Conditions or affect their interpretation.

### 4. Terms and Conditions

- 4.1. These Terms and Conditions apply to all dealings between you and ABC Bullion regardless of the facility, device, and/or mechanism used to facilitate the dealings.
- 4.2. These Terms and Conditions replace any agreement that currently exists between you and us and the obligations entered into under the prior arrangement will be treated as if they were entered into pursuant to these Terms and Conditions.
- 4.3. You acknowledge that by:
  - 4.3.1 creating an Account; or
  - 4.3.2 placing an order to purchase a Product; or
  - 4.3.3 placing an order to purchase a Service from ABC Bullion; or
  - 4.3.4 placing an order to sell a Product to ABC Bullion,you evidence your acceptance of these Terms and Conditions.
- 4.4. We reserve the right to vary these Terms and Conditions in our sole discretion. Any variation of these Terms and Conditions shall apply to all dealings between you and us from the day on



which the variation takes effect. These Terms and Conditions are available on the Site and the use of the Site and/or an Account is acceptance of the Terms and Conditions as varied from time to time.

## 5. Accounts

- 5.1. Unless otherwise agreed by us, you must establish an Account with us, before you can place an order to purchase or sell or enter into a Contract with us. We will notify you once your Account has been established.
- 5.2. To be eligible to create and maintain an Account you must be:
  - 5.2.1 over 18 years of age;
  - 5.2.2 residing in Australia and New Zealand; and
  - 5.2.3 satisfy our Identification Requirements.
- 5.3. You confirm that all information provided by you when you create an Account is complete and accurate. You must notify us in writing immediately if there is any change to the information provided.
- 5.4. Joint Accounts
  - 5.4.1 If two (2) or more persons are listed as Customers on an Account (**Joint Account Holders**):
    - 5.4.1.1. they are jointly and severally bound by these Terms and Conditions and may jointly and severally exercise their rights under these Terms and Conditions;
    - 5.4.1.2. they are treated as jointly and severally entitled to any Products in storage;
    - 5.4.1.3. we are entitled to act upon the instructions of any one (1) of the Joint Account Holders unless notified in writing to the contrary;
    - 5.4.1.4. any notices required to be provided under these Terms and Conditions is effective if provided to any one (1) of the Joint Account Holders; and
    - 5.4.1.5. if one Joint Account Holder dies, we will treat the storage holdings in the joint Account as being owned by the surviving Joint Account Holder(s).
- 5.5. ABC Bullion may, in its sole discretion, suspend or terminate your Account immediately if:
  - 5.5.1 you cease to be eligible for an Account (including failure to satisfy the Identification Requirements);
  - 5.5.2 moneys owing by you to ABC Bullion pursuant to these Terms and Conditions are outstanding and overdue;
  - 5.5.3 we are notified of, or have reasonable grounds to suspect, fraud or ML/TF risk;
  - 5.5.4 you suffer an Insolvency Event;
  - 5.5.5 you die or become unable to exercise your rights under these Terms and Conditions for reasons of incapacity;
  - 5.5.6 you, a director of a corporate Customer, or a trustee of a Customer which is a trust or superannuation fund has been charged with, or convicted of, a crime;
  - 5.5.7 we exercise our right to suspend or terminate an Account under clause 14.2;



- 5.5.8 you behave in an unacceptable, offensive or threatening manner or, in our reasonable opinion you are under the influence of drugs or alcohol; and/or
- 5.5.9 there is no metal in storage in the Account and the Account has been dormant for an extended period.
- 5.6. In the case of joint Accounts, clause 5.5 applies if any of the events listed therein occur in relation to any one of the Joint Account Holders.
- 5.7. ABC Bullion may, in its sole discretion, terminate your Account by giving you 30 days' written notice.

## 6. Contracts

- 6.1. Once an Account is created, you may, from time to time, place an order to:
- 6.1.1 purchase a Product from ABC Bullion; or
  - 6.1.2 purchase a Service provided by ABC Bullion; or
  - 6.1.3 sell a Product to ABC Bullion,
- however we are not bound to accept any offer, order or inquiry received from you.
- 6.2. Purchases of Products from us.
- 6.2.1 When you place an order to purchase a Product from ABC Bullion, ABC Bullion will quote a price for that Product.
  - 6.2.2 You may accept the quoted price orally, in writing or via the Site. When you accept the quoted price:
    - 6.2.2.1. that quoted price is locked in and ABC Bullion will raise an Invoice for that price; and
    - 6.2.2.2. you enter into a Contract with ABC Bullion for the purchase of that Product in accordance with these Terms and Conditions.
- 6.3. Purchases of Services from us.
- 6.3.1 If your order to purchase a Service provided by ABC Bullion is accepted:
    - 6.3.1.1. ABC Bullion will raise an Invoice for the service fee as quoted by ABC Bullion at the time the offer was made; and
    - 6.3.1.2. you enter into a Contract with ABC Bullion in accordance with these Terms and Conditions.
- 6.4. Purchases of Products by us.
- 6.4.1 You can place an order to sell a Product to ABC Bullion orally, in writing, or via the Site.
  - 6.4.2 ABC Bullion will notify you within one (1) Business Day if it accepts the sell order. If ABC Bullion accepts the offer:
    - 6.4.2.1. the price of the Product at the time the order was placed is locked in and ABC Bullion will raise a Purchase Order for that price; and
    - 6.4.2.2. you enter into Contract with ABC Bullion for the sale of the Product in accordance with these Terms and Conditions.



- 6.5. Contracts with ABC Bullion incorporate these Terms and Conditions and are legally binding. You cannot cancel, terminate or void the Contract for change of mind. The Contract arises at the time an Invoice or Purchase Order is raised by us irrespective of the means by which the quoted price is accepted or the sell order is placed (that is, orally, in writing or via the Site).
- 6.6. Notwithstanding any other clause of these Terms and Conditions, we reserve the right to:
- 6.6.1 correct any errors which may be shown in a quote, Invoice or Purchase Order (including the price) at any time upon notice to you and you must accept the corrected Invoice or Purchase Order; and
  - 6.6.2 cancel a Contract with you (including reversing or cancelling an Invoice or Purchase Order) or suspend delivery of a Product to you, without your consent:
    - 6.6.2.1. to correct any trading or administrative errors;
    - 6.6.2.2. if moneys owing by you to ABC Bullion pursuant to these Terms and Conditions are outstanding and overdue;
    - 6.6.2.3. if we are notified of, or have reasonable grounds to suspect, fraud or ML/TF risk; and/or
    - 6.6.2.4. to exercise our rights under clause 14.2.
- 6.7. If we cancel a Contract under clause 6.6.2 we do so without any liability or recourse against ABC Bullion and, unless otherwise advised by us:
- 6.7.1 we may exit all and any positions taken by us in relation to your Contract, including any physical contracts, in which case you indemnify and will continue to indemnify us in respect of any costs and losses we may incur as a result of exiting any position; and
  - 6.7.2 where the Contract relates to a purchase by you, you must pay us the difference between the price stated on the Invoice for the Product and the current purchase back price of that Product (determined by us as at the date your default is processed).
- 6.8. If we consider it is in our reasonable interest to do so, and to the extent permitted by law, we may decline to enter into any particular dealings without explanation or advance notice. Additionally, we may decline to transact where we:
- 6.8.1 believe the transaction would result in no change of beneficial ownership; or
  - 6.8.2 believe the instructions are ambiguous, incomplete, or unclear.
- 6.9. ABC Bullion's operating policy.
- 6.9.1 ABC Bullion endeavours to deal fairly and in due turn with all orders to purchase and sell Product regardless of your instructions, source or method of delivery.
  - 6.9.2 It is the practice of ABC Bullion to deal with all orders in the sequence in which they are received, and otherwise as expeditiously as practicable.
  - 6.9.3 No Product will be released or dispatched earlier than receipt of notification by ABC Bullion from its bank of the purchase monies becoming Available Funds.
- 6.10. Title and Risk.
- 6.10.1 Title in any Product passes to you when we receive the full purchase price in Available Funds.



6.10.2 Risk in any Product passes to you on the earlier of you taking possession of the Product or when the Product leaves ABC Bullion's premises.

## 7. Products and Services

- 7.1. ABC Bullion reserves the right to suspend trading or immediate fulfillment of orders in times of high market volatility or fast-moving market conditions.
- 7.2. ABC Bullion Storage Service.
  - 7.2.1 In engaging ABC Bullion to provide ABC Bullion Storage Service you acknowledge, understand and accept that:
    - 7.2.1.1. ABC Bullion Storage Service inventory is represented by physical inventory of Precious Metal on hand and metal receivable positions held with any Related Body Corporate (in the case of the ABC Bullion Pool Allocated Product);
    - 7.2.1.2. biannually, an independent assurance practitioner verifies the existence of and reports on the physical inventory of Precious Metal in ABC Bullion Storage Service records and the report is made available on the Site; and
    - 7.2.1.3. ABC Bullion is also subject to an annual statutory audit undertaken by an independent assurance practitioner which includes standard audit procedures.
  - 7.2.2 Where ABC Bullion stores your Product and you offer to sell that Product to ABC Bullion, ABC Bullion will only purchase Product that has been verified as being held by ABC Bullion.
  - 7.2.3 If a particular brand of Product is not available at the time you enter into an agreement with ABC Bullion to provide an ABC Bullion Storage Service that Product may, at ABC Bullion's discretion, be replaced with an equivalent weight of an alternate brand of metal until such time as the branded Product ordered by you is delivered to ABC Bullion.
- 7.3. ABC Bullion Pool Allocated Product.
  - 7.3.1 ABC Bullion Pool Allocated Product enables investors to purchase a 'share' in a pool of Precious Metal held as metal positions by ABC Bullion or its Related Bodies Corporate.
  - 7.3.2 If you purchase an ABC Bullion Pool Allocated Product you can take possession of the Precious Metal at any time by converting all or part of your ABC Bullion Pool Allocated Product into Precious Metal bars or coins.
  - 7.3.3 This is known as 'barring' and incurs a small charge (the 'barring premium').
- 7.4. ABC Bullion Premium Product.
  - 7.4.1 ABC Bullion Premium Product is offered for certain Precious Metal products which are stamped with a unique bar identity number and are specifically allocated to you.
  - 7.4.2 If you purchase an ABC Bullion Premium Product and then withdraw the Precious Metal products, you will receive the exact same product that you initially purchased and placed into storage.
  - 7.4.3 We require 10 Business Days' notice to retrieve your unique Precious Metal products from storage for you to inspect or collect.



7.5. ABC Bullion Secure Product.

- 7.5.1 ABC Bullion Secure Product is offered for all standard Precious Metal products (but not coins that are limited mintages). The Precious Metal products that you purchase are held in storage with ABC Bullion.
- 7.5.2 If you purchase an ABC Bullion Secure Product and then withdraw the Precious Metal product, you may not get the very same Precious Metal product you bought and stored with ABC Bullion, but you will receive the same size, brand, type and quantity of Precious Metal.
- 7.5.3 We require 10 Business Days' notice to retrieve your Precious Metal products from storage for you to collect.

7.6. ABC Bullion Gold Saver.

- 7.6.1 ABC Bullion Gold Saver is a program that allows Customers to purchase ABC Bullion Pool Allocated Product automatically via direct debit.
- 7.6.2 Application to the ABC Bullion Gold Saver program requires a direct debit authority in a form required by us to automatically debit the nominated funds from your Australian bank account (**Direct Debit Account**).
- 7.6.3 In the event of direct debit dishonours, declined direct debit requests or failed payments, we reserve the right in our absolute discretion to:
  - 7.6.3.1. suspend participation in the ABC Bullion Gold Saver program; and/or
  - 7.6.3.2. impose administrative fees and charges in connection with the dishonoured or failed payments.
- 7.6.4 Precious Metal purchased by you as part of the ABC Bullion Gold Saver program is subject to these Terms and Conditions with the exceptions that:
  - 7.6.4.1. ABC Bullion will raise an Invoice for payments made by direct debit for the price of the Precious Metal quoted by ABC Bullion at 5pm on the Business Day when the payment was made (or if the direct debit was made on a non-Business Day, the next Business Day);
  - 7.6.4.2. Invoices for Precious Metal purchased via the ABC Bullion Gold Saver program cannot be offset against Purchase Orders;
  - 7.6.4.3. if we buy-back Precious Metal purchased via the ABC Bullion Gold Saver program, payments can only be made to the Direct Debit Account; and
  - 7.6.4.4. when barring ABC Bullion Pool Allocated Product purchased via the ABC Bullion Gold Saver program you will need to provide proof of bank accounts.
- 7.6.5 Cancellation of direct debit authority:
  - 7.6.5.1. ABC Bullion requires 48 hours' notice to cancel your direct debit authority; and
  - 7.6.5.2. where a direct debit has been cancelled via the Site, you should call the ABC Bullion office and email ABC Bullion to confirm the cancellation.

7.7. ABC Bullion Gold Decumulation Plan.

- 7.7.1 ABC Bullion Gold Decumulation Plan is a program that allows Customers to access regular



cashflow from their ABC Bullion Pool Allocated Product, while remaining exposed to Precious Metal prices.

7.7.2 Precious Metal purchased from you as part of the ABC Bullion Gold Decumulation Plan is subject to these Terms and Conditions with the exceptions that:

7.7.2.1. ABC Bullion will raise a Purchase Order for the price of the Precious Metal quoted by ABC Bullion at 5pm on the last Business Day of the month; and

7.7.2.2. payment of the Purchase Order will be made on the first Business Day of the following month

7.8. ABC Bullion, at its sole discretion, may introduce or amend storage conditions including ABC Bullion Storage Service conditions.

7.9. The type, nature, extent, service provider or platform of any Service, Product or facility available to you may change from time to time. In such circumstances, where we consider it reasonably necessary, ABC Bullion will provide you with notice of the change.

7.10. Neither ABC Bullion nor its directors, shareholders or its employees is a registered investment advisor and they do not give investment advice. Comments made on the Site are an expression of opinion only. While we try to explain the possible benefits of investing in Precious Metal, you should not construe comments, links or advertisements on the Site as recommendations to purchase or sell Precious Metal at any time. While ABC Bullion strives to make sure all our statements are true and accurate, we use third party data and, therefore, depend on the reliability of our own credible sources. ABC Bullion recommends you consult with your qualified investment advisor, before you make investment decisions. Please be aware that authors of material on the Site may have invested, or may from time to time invest, in the Precious Metal discussed on the Site.

## 8. Pricing, Fees and Charges

8.1. Prices published by ABC Bullion are indicative only and, subject to these Terms and Conditions:

8.1.1 for purchases from us, the pricing of your order is fixed (based on a premium over the spot price of the Precious Metal) at the time you accept the quoted price and the Invoice is raised; and

8.1.2 for purchases from you, the pricing of the order is fixed (based on a price below the spot price of the metals) at the time you place the sell order.

8.2. Prices for Precious Metal are live and updated every five minutes. The price fixed for a Product in a Contract may differ from the price of that Product at the time of payment.

8.3. All prices are subject to availability and can be withdrawn or varied without notice. Prices quoted in our office may be higher than prices quoted on the Site.



- 8.4. The price quoted at the time of submission of your order is indicative only and subject to acceptance and confirmation within the Invoice or Purchase Order we send you. We reserve the right to correct any errors that may be shown in the Invoice or Purchase Order at any time upon notice to you, including the price, and you must accept the corrected Invoice or Purchase Order. ABC Bullion takes no responsibility for any price feed errors from third party sources and reserves the right to correct or amend Invoices or Purchase Orders should external feeds be interrupted or unavailable. The price is only guaranteed once paid for in full.
- 8.5. All prices quoted exclude storage, delivery and insurance charges unless expressly included.
- 8.6. ABC Bullion, at its sole discretion, may introduce or amend storage fees, commissions, interest fees, administrative fees or other fees and charges in connection with your Account.

## 9. Payment Obligations

- 9.1. Purchases from us.
  - 9.1.1. Payment terms for purchases of Products by you under a Contract are within one (1) Business Day from the time of issue of the Invoice, unless agreed otherwise by us. Payment terms are usually set out in the Invoice we send you.
  - 9.1.2. Payment terms for Services provided by ABC Bullion are in accordance with the schedule of service fees provided by ABC Bullion.
  - 9.1.3. You must pay ABC Bullion:
    - 9.1.3.1. the full purchase price for any Product or Services as stated in the Invoice;
    - 9.1.3.2. all our commissions, fees and charges in connection with your orders and Account;
    - 9.1.3.3. any fees, taxes, other charges or extraneous costs levied by a third party on us or otherwise incurred by us in connection with an order or your Account, including charges by banks or financial institutions; and
    - 9.1.3.4. interest on any unpaid amounts at the Reserve Bank of Australia Cash Rate plus 4% per annum from the day the amount falls due until the date the amount is paid.
  - 9.1.4. You can only make payments to us using one of the following payment methods:
    - 9.1.4.1. Credit Card or Debit Card: payments are accepted up to a maximum amount (determined by ABC Bullion) per Customer per transaction, the credit card or debit card must be issued by an APRA approved financial institution and the name on that credit card or debit card must be the same as that specified in the Invoice;
    - 9.1.4.2. Cash: accepted at official ABC Bullion Branches only, up to a maximum amount (determined by ABC Bullion) per day per Customer;
    - 9.1.4.3. B-Pay;
    - 9.1.4.4. PayID; and
    - 9.1.4.5. any other payment method we determine to accept in our sole discretion.
  - 9.1.5. Payments via the internet must be made from an Australian IP address and cannot be made from behind a VPN.

- 9.1.6 ABC Bullion does not accept as payment cash deposits at bank branches. In the event such funds are received by ABC Bullion, the relevant Invoice will be deemed to have been cancelled and any funds received by ABC Bullion will be returned to the bank from which they came. You agree that it is the responsibility of the depositor to liaise with the relevant bank to arrange repayment of funds so deposited.
- 9.1.7 As a general rule, ABC Bullion does not accept third-party payments in relation to your purchase of a Product unless the reason for that method of payment is advised to ABC Bullion and accepted by ABC Bullion acting in its sole discretion.
- 9.1.8 By transacting with ABC Bullion, you acknowledge and agree that:
- 9.1.8.1. all payments made to ABC Bullion have been made to ABC Bullion by the person(s) to whom the Invoice is addressed;
  - 9.1.8.2. ABC Bullion may not be able to verify whether or not you have settled your account with ABC Bullion pursuant to a third-party payment; and
  - 9.1.8.3. to the extent that you have made a third-party payment to ABC Bullion that ABC Bullion subsequently becomes aware of, ABC Bullion reserves the right to delay delivery of a Product until the reasons for that method of payment are advised to ABC Bullion and accepted by ABC Bullion acting in its sole discretion.
- 9.1.9 You are required to provide Available Funds to pay for all costs in connection with a purchase of Product by settlement date or at any earlier time as required by ABC Bullion.
- 9.2. Purchases from you.
- 9.2.1 Payment terms for purchases by ABC Bullion under a Contract are within one (1) Business Day from the time of processing the Purchase Order unless otherwise advised by us. Payment terms are usually set out in the Purchase Order we send you.
  - 9.2.2 Payments by us will only be made by electronic funds transfer to an account at an APRA approved financial institution. The name of the account must be the same as that specified in the Purchase Order.
  - 9.2.3 Payments may take up to two (2) Business Days to clear and become Available Funds.

## 10. Availability, Delivery and Collection

- 10.1. Products purchased by you will be made available to you at the time specified on the Invoice based upon availability at the time. You acknowledge that you must take delivery or arrange for storage of the Product sold to you within thirty (30) calendar days of receipt of advice that the Product is available for collection, after which time the Product will be stored at your risk and expense.
- 10.2. Any period or date for delivery of Product or provision of Services made known to you by us or on our behalf is an estimate only and not a contractual commitment. We will use our reasonable endeavours to meet any estimated dates for delivery but will not be liable for any loss, damage or delay suffered by you or any third party for arising from late delivery or non-delivery.



- 10.3. If we cannot complete the Services by any estimated date, we will complete the Services within a reasonable time.
- 10.4. When we agree to arrange delivery, transport, insurance or storage of Product on your behalf, we do so as your agent and to the maximum extent permitted by law, without liability.
- 10.5. ABC Bullion is not responsible to you or any person claiming through you for any loss or damage to the Product in transit caused by any event of any kind or by any person (whether or not ABC Bullion is legally responsible for the actions of that person).
- 10.6. ABC Bullion will provide you with such assistance as is reasonably necessary to institute claims against a carrier for loss of or damage to Products in transit so long as you have paid for insurance and:
  - 10.6.1 you have notified ABC Bullion and the carrier in writing immediately after the loss is discovered by you or, in case of damage, on receipt of Product; and
  - 10.6.2 served a claim for compensation on the carrier within five (5) days of the date of discovery of loss or date of receipt of the Product.

## 11. Your Other Commitments

- 11.1. You warrant that all information provided by you in your Account application is complete, accurate and correct and is not misleading. We will rely on that information unless and until we receive written notice of any change signed by you. Any such varied information will be covered by this warranty.
- 11.2. You agree and warrant that you will notify ABC Bullion immediately of any errors or omissions in our records with respect to your details or Account, all changes must be received in writing or via email.
- 11.3. You warrant that you have full capacity, power and are otherwise properly authorised to enter into obligations and exercise rights pursuant to these Terms and Conditions. If you are the trustee of a trust or a superannuation fund you further warrant that any transaction is for the benefit of the trust or superannuation fund and that you have the right to be fully indemnified out of trust assets or the superannuation fund for obligations incurred in any transaction.
- 11.4. You represent that at all times during your dealings with us you will be in a position to meet all your commitments and obligations arising from these dealings.
- 11.5. ABC Bullion does not give personalised advice or make personalised recommendations. You warrant that before transacting with us you have assessed and evaluated the proposed transaction in the light of your personal financial situation, investment objectives and particular needs.



11.6. Your instructions.

11.6.1 All instructions are subject to the law and these Terms and Conditions.

11.6.2 It is your responsibility to ensure that all instructions given to ABC Bullion (whether by you or an Authorised Agent) are in accordance with the law and these Terms and Conditions.

11.6.3 ABC Bullion is entitled to rely on instructions from any Authorised Agent that you appoint until it has actual notice in writing from you that such appointment has been revoked.

## 12. Security and Default

12.1. As security for the due and punctual payment of the Secured Moneys, you grant ABC Bullion a Security Interest in all Products held by ABC Bullion on your behalf.

12.2. Non-payment of any moneys owing by you to us in accordance with these Terms and Conditions within the time specified will result in a default by you.

12.3. In the event of any default by you in the fulfillment of any of your obligations to us (including default in paying Secured Moneys within the time specified):

12.3.1 you must pay us a default administrative fee of \$300 + GST for, and at the time of, each default; and

12.3.2 you must compensate and indemnify us (including our subsidiaries, and their respective directors, employees, contractors, and agents) in respect of any and all losses, claims and expenses incurred by us as a result of your default.

12.4. Without limiting the generality of clause 12.3:

12.4.1 in the event of any default by you, we may exit all and any positions taken by us in relation to your Contract, including any physical contracts, in which case you indemnify and will continue to indemnify us in respect of any costs and losses we may incur as a result of exiting any position;

12.4.2 if you default in payment of an Invoice for a Product (which includes termination or cancellation of a Contract by you) you must pay us the difference between the price stated on the Invoice for the Product and the current purchase back price of that Product (determined by us as at the date your default is processed);

12.4.3 if you default in payment of an Invoice in connection with ABC Bullion Premium Product and/or ABC Bullion Secure Product and the amount remains outstanding for over ninety (90) days, ABC Bullion may convert some or all of your ABC Bullion Premium Product and/or ABC Bullion Secure Product into an equivalent weight of ABC Bullion Pool Allocated Product; and

12.4.4 in the event of any default by you, we may refuse to accept or fulfil any further orders from you for Products or Services and we may elect to cancel a relevant Invoice (in which case any funds received by ABC Bullion will be returned to the bank from which they came).



12.5. If you default in payment of Secured Moneys:

12.5.1 we may call on the Security Interest granted by you pursuant to these Terms and Conditions and seize and dispose of some or all of the Products held by ABC Bullion on your behalf pursuant to Chapter 4 of the PPSA; and

12.5.2 you irrevocably authorise us to:

12.5.2.1. debit your Account in respect of the amount of the outstanding Secured Moneys;

12.5.2.2. appropriate any credits, payments, and other receipts from you or from your Account in such manner and order as we think fit against the outstanding Secured Moneys;

12.5.2.3. offset amounts owing by us to you pursuant to a Purchase Order against the outstanding Secured Moneys; and

12.5.2.4. purchase back some or all of your Product at the current purchase back price (as determined by us as at the date your default is processed) and offset the current purchase back price against the outstanding Secured Moneys.

12.6. In connection with the establishment of these arrangements and the collection of overdue payments, you authorise us to supply relevant information contained in your application form and other records to a credit reporting agency and to obtain credit reports about you from any credit reporting agency.

### 13. Liability – Limitations and Exclusions

13.1. Nothing in these Terms and Conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any state or federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified. If you are a Consumer nothing in these Terms and Conditions restricts, limits, or modifies your rights or remedies against us for failure of a statutory guarantee under the ACL.

13.2. The limitations and exclusions in this clause 13 apply in addition to those otherwise stated in these Terms and Conditions.

13.3. Except as stated in these Terms and Conditions or any written warranty statement provided in relation to our Products or Services:

13.3.1 Contracts do not include by implication any other term, condition, or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Product or Services or any contractual remedy for their failure;

13.3.2 we are not liable to you or any third party in any way for any loss, damage or liability incurred by you or any third party:

- 13.3.2.1. arising under or in any way connected with any transactions or dealings with us, contemplated or actual;
- 13.3.2.2. arising from late delivery or non-delivery; or
- 13.3.2.3. arising in connection with the operation (including delays and errors), breakdowns, disruption to, or malfunction of any system, device or service;
- 13.3.3 we are not liable to you or any third party for any damage or loss to Products in transit caused by any event of any kind or by any person (whether or not we are legally responsible for the actions of that person); and
- 13.3.4 we are not responsible for the reliability, completeness, or accuracy of any third-party information we provide or make available to you.
- 13.4. You assume all risk and liability for loss, damage, injury to persons or your property, or property belonging to a third person, arising out of the use, possession of or dealings with any of the Products sold by us, (including changes in your financial situation).
- 13.5. If you on-supply Products to a Consumer, subject to these Terms and Conditions:
- 13.5.1 if the Product is not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of our liability to you howsoever arising under or in connection with the sale, use of, trading, storage or any other dealing with the Product or our Services by you or any third party; and
- 13.5.2 otherwise, payment of any amount required under section 274 of the ACL is the absolute limit of our liability to you howsoever arising under or in connection with the sale, use of, trading, storage or any other dealing with the Product or our Services by you or any third party.
- 13.6. If you use up or transform Products in the course of trade and, when you supply your own goods to a Consumer the Products are no longer "goods" as defined in the ACL, then we will not be liable to you or the Consumer in any way arising under or in connection with the sale, use of, storage or any other dealings with the goods or Product by you or any third party.
- 13.7. You acknowledge that:
- 13.7.1 you have not relied on any service involving skill and judgement, or on any advice, recommendation, information, or assistance provided by us in relation to Products or Services or their use or application; and
- 13.7.2 you have not made known, either expressly or by implication, to us any purpose for which you require the Products or Services and you have the sole responsibility of satisfying yourself that the Products or Services are suitable for your use.
- 13.8. You agree to release ABC Bullion, its subsidiaries, and their respective directors, employees, contractors and agents from any obligation or liability with respect to any loss, whether direct or consequential, that you suffer or incur in connection with your business dealings with ABC Bullion.

## 14. Regulatory Obligations

### 14.1. Identification Requirements.

- 14.1.1 Under the AML/CTF Law we are required to collect Your Information and to verify your identity before transacting with you and at other times as determined in accordance with our ongoing due diligence obligations under the AML/CTF Law.
- 14.1.2 It is an offence under the AML/CTF Act to provide false or misleading information about your identity.
- 14.1.3 Your identity may be verified electronically or through document-based verification. We must obtain express and informed consent from you prior to making a verification request; this consent can be indicated online or on the phone. By creating an Account and/or providing Your Information, you consent to:
  - 14.1.3.1. your identity being verified electronically; and
  - 14.1.3.2. Your Information being disclosed to our selected identity verification KYC suppliers who will match it against public and government sources, and against personal information held by them.
- 14.1.4 KYC suppliers are obligated to use Your Information for identity verification only and must keep Your Information confidential. This identity verification process may involve the use of vetted external organisations which may have their own privacy policies in place.
- 14.1.5 You may contact the external listed organisations in clause 14.1.7 for further information regarding how Your Information is used.
- 14.1.6 ABC Bullion will use the details you have provided to electronically verify your identity. We may request additional information, such as a driver's license and/or your passport details as and when required.
- 14.1.7 The KYC suppliers used to match Your Information and identity include to:
  - 14.1.7.1. Trulioo: [www.trulioo.com](http://www.trulioo.com)
  - 14.1.7.2. Document Verification Service: [www.dvs.gov.au](http://www.dvs.gov.au)
  - 14.1.7.3. Equifax: [www.equifax.com](http://www.equifax.com)
  - 14.1.7.4. GBG: [www.gbg-greenid.com/](http://www.gbg-greenid.com/)
- 14.1.8 The documents used to match Your Information and identity may include birth certificates, certificates of registration by descent, change of name certificates, citizenship certificates, driver licences, ImmiCards, marriage certificates; Medicare cards, Passports and Visas.
- 14.1.9 In order to complete your identification, we will exchange Your Information with external organisations, including:
  - 14.1.9.1. credit reporting agencies;
  - 14.1.9.2. independent, private-sector organisations;
  - 14.1.9.3. government departments; and
  - 14.1.9.4. outsourced service providers who co-ordinate the electronic identification process and who may conduct additional matches against public or proprietary databases.
- 14.1.10 By proceeding with creating an Account, you permit these external organisations to record, use and disclose Your Information in accordance with their own privacy policies and legal obligations.



14.1.11 Neither ABC Bullion nor its out-sourced service providers will access records held about you by these external organisations other than for the purpose of matching Your Information you have provided.

14.1.12 If we are unable to verify your identity electronically, ABC Bullion will advise you.

#### 14.2. ML/TF Risk Assessment.

14.2.1 In accordance with the AML/CTF Law, ABC Bullion is required to assess each Customer individually in line with its AML/CTF Program and the ML/TF risk factors set out in the AML/CTF Law.

14.2.2 If we become aware of any circumstances that may impact our ML/TF risk assessment in relation to a Customer, we reserve the right, in our absolute discretion, to immediately

14.2.2.1. suspend or terminate that Customer's Account;

14.2.2.2. suspend delivery of any Product to that Customer; and/or

14.2.2.3. cancel a Contract with that Customer (including reversing or cancelling an Invoice or Purchase Order) at no cost and with no recourse to ABC Bullion.

14.2.3 You agree to promptly inform us of any changes in circumstances that may lead to a higher ML/TF risk assessment.

#### 14.3. Privacy.

14.3.1 ABC Bullion and entities controlled by it are bound by the Australian Privacy Principles (or APP's) and the *Privacy Act* (1988).

14.3.2 The ABC Bullion Privacy Policy is available on the Site or upon request from any ABC Bullion office and should be read in conjunction with these Terms and Conditions. It contains further details about our information collection and handling practices including information about:

14.3.2.1. other ways we may collect, use or exchange Your Information;

14.3.2.2. how you may access and seek correction of Your Information; and

14.3.2.3. how to make a complaint about a breach of your privacy rights and our complaint handling procedure.

14.3.3 You authorise us to record any telephone conversation(s) between you and us, with or without an audible tone warning device.

### 15. Site Use

15.1. Material on the Site may be generalised or summarised for the purpose of convenience and may have details omitted that could be significant to particular persons, or in a particular context.

15.2. Except as provided in these Terms and Conditions, any information provided by us, including information posted on the Site, is indicative and for information only. We do not warrant the accuracy of that information and you should not rely on that information.

15.3. You should verify the relevance of the information on the Site for your own business or personal



needs. It is not intended to be nor should it be relied on as a substitute for legal or other professional advice.

- 15.4. Images are for illustration purposes only. Products supplied may vary in finish, including colour tone, surface texture and shape. Image quality may also vary when viewed on different browsers and mobile devices.
- 15.5. Material on the Site is for non-commercial personal use only. All material, including internet pages, graphics, documents and videos, is protected by copyright law. Copyright resides with ABC Bullion. No part may be reproduced or re-used for any commercial purposes without our written permission. ABC Bullion and the ABC Bullion tablet logo are registered Trademarks of Australian Bullion Company (NSW) Pty Ltd.
- 15.6. Any link or links on the Site to an external site is provided for your convenience only. ABC Bullion does not control or monitor any other websites and is not responsible for the content or opinions that might be on them. We are not responsible for examining or evaluating the content or accuracy of such websites and we make no warranties or representations, and will not have any liability or responsibility for, any material on other websites or your interactions with those websites.
- 15.7. Security.
- 15.7.1 While ABC Bullion endeavours to provide a secure internet environment, you should note that there are inherent risks associated with transmission of information via the internet. ABC Bullion provides alternate methods to obtain and provide information for those who do not wish to use public networks such as the internet. These include direct contact via telephone, facsimile or post.
- 15.7.2 ABC Bullion has implemented what is considered appropriate security features for the Site, but it and the underlying systems may be subject to attack from unauthorised persons.
- 15.8. You agree to provide accurate, true and current information about yourself and maintain that information. You are responsible for maintaining the confidentiality of your password and Account information and the activities conducted on or through your Account. You agree to notify us immediately of any unauthorised use of your password or any breach of security.
- 15.9. ABC Bullion cannot guarantee to provide continuous or uninterrupted access to the Site. ABC Bullion also cannot guarantee the Site or software downloaded from it will be free from computer viruses.

## 16. General

- 16.1. Force Majeure.
- 16.1.1 Subject to clause 16.1.2, where a party is unable, wholly or in part, to carry out any obligation under these Terms and Conditions or a Contract by reason of an act of God, strike, lockout

or other interference with work, war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental or quasi-governmental restraint, expropriation prohibition intervention direct or embargo, unavailability or delay in availability of equipment or transport, inability or delay in obtaining governmental or quasi-governmental approvals consents permits licenses authorities or allocations, and any other cause whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of the party affected (**Force Majeure**), and that party:

- 16.1.1.1. gives the other party prompt notice of that Force Majeure with reasonably full particulars thereof, and insofar as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and
- 16.1.1.2. uses all possible diligence to remove that Force Majeure as quickly as possible, that obligation is suspended so far as it is affected by Force Majeure during the continuance of the event.

16.1.2 Any:

- 16.1.2.1. obligation to pay money is never excused by Force Majeure; and
- 16.1.2.2. requirement that any Force Majeure must be removed with all possible due diligence does not require the settlement of strikes, lockouts or other labour disputes, or claims or demands by any government on Terms and Conditions contrary to the wishes of the party affected.

16.2. Notice: Any notice, request, demand or other communication may be sent to your postal or, email address last notified to us and the notice, request, demand or other communication shall be taken to have been received by you if sent by prepaid letter on the Business Day following posting and if sent by facsimile or other electronic means.

16.3. Assignment: You must not assign any rights arising under these Terms and Conditions without the prior written consent of ABC Bullion. ABC Bullion may assign any rights without notice to you.

16.4. Severance: If the whole or any part of a provision of these Terms and Conditions is or shall become void, unenforceable or illegal, the remainder of these Terms and Conditions shall have full force and effect. The parties agree that in such a case, the provision held void unenforceable or illegal shall be replaced by such provision that in its commercial and legal context is most similar to the provision held void, unenforceable or illegal.

16.5. Governing Law and Jurisdiction: These Terms and Conditions are governed by the laws in force in New South Wales, Australia and the Customer agrees to place to the exclusive jurisdiction of the courts of that jurisdiction.