

TERMS AND CONDITIONS

INTEPRETATION

"We" and "Us" – means Gold and Silver Bullion Australia Pty Ltd trading as Gold and Silver Bullion Australia, Gold Bullion Australia Pty Ltd ATF GBA Discretionary Trust and GSBA Pty Ltd.

GENERAL

This agreement applies to all dealings and transactions conducted between you (referred to as the client) and us.

Upon the commencement of this agreement, this becomes the current conditions and any previous arrangements will be treated as if they were entered into pursuant to this agreement.

TERMS AND CONDITIONS

- a. By opening an account, and/or placing an order with us, you acknowledge your acceptance of the below terms and conditions of business and this becomes a binding agreement between you and us.
- b. You accept and understand that we reserve the right to alter the terms and conditions of business from time to time. These will be updated on our website, and you are responsible to review it regularly and check for any updates.
- c. You agree to provide us with complete and correct personal information. The information that you provide us will be relied upon unless we receive an email or written advice notifying us of any other changes.
- d. You accept that in conducting dealings and transactions with us that you have the full capacity, power and authority to do so.
- e. You acknowledge that we can accept instructions from an authorised third party to act on your behalf following receiving written authorisation from you. We will continue to act on any third party's instruction until we have received written instructions from you to discontinue the third parties instructions.
- f. You agree that at all times during your dealings with us that you will be in a position to meet all of your obligations and commitments from your dealings and transactions with us.
- g. You acknowledge that we have the right to correct any trading, incorrect pricing or administrative errors. This includes reversing, and or cancelling orders without your consent.
- h. In some instances, you acknowledge that we may insist that cleared funds be received before a price can be locked in.
- i. You accept that any offers or orders accepted by you (including and not limited to verbal, telephone, over the counter and email), are FINAL and cannot be changed, cancelled or modified.
- j. You acknowledge that payment for any confirmed orders is to be paid on the same day of acceptance of an offer or order, unless otherwise agreed by us.
- k. You acknowledge, interest may be payable at a rate determined by us, on any outstanding amounts that have not been paid on the same-day as the confirmed offer or order until the date the full amount has been paid.
- l. You agree to reimburse us for any third party costs including GST relating to the recovery of final amounts owing, interest, or any other third party fees or charges levied on us in connection with your dealings and transactions.
- m. In the circumstance of overdue payments, you agree to us using your personal information to obtain a credit report from a credit reporting agency.

- n. You agree that we can appropriate any credits, payments or amounts owing to you, as we think fit, against any monies owing to us by you.
- o. You acknowledge, there may be delivery delays, and in this instance, orders will be fulfilled in order of receipts as soon as stock is received to fill these orders.
- p. You acknowledge that we do not hold storage facilities, and that we will hold any purchase for a short period of time free of charge, and that you will need to arrange to take delivery in a timely manner.
- q. You acknowledge that we do not provide financial advice, and your decision to buy and/or sell any precious metal is based on your own independent research, investment objectives and particular needs.
- r. Freight and insurance is optional, and this is a service we provide on your behalf through our nominated third party contractors. You may arrange for your own nominated courier and or nominated insurer for delivery of your purchase.
- s. Delayed delivery or failure by our nominated courier to make delivery shall not constitute non-performance by us.
- t. You acknowledge that we are not responsible for any third party services and or information we provide or make available to you. This includes third party competence, reliability, completeness or accuracy.
- u. You agree to indemnify us, our subsidiaries, respective directors, employees, contractors, and agents against all costs, including but not limited to losses, damages, actions, proceedings, claims, costs (including legal costs), demands, damages, liabilities or expenses, which may be brought against, suffered or incurred by us by a reason of a breach of this agreement.
- v. You agree to release us, our subsidiaries, 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 us.
- w. We shall not be liable for any loss arising in connection with the operation (including delays and errors) breakdowns, disruptions or malfunction of any system, device or service.
- x. We will take reasonable steps to preserve the security of your personal information. You agree to hold us harmless for breaches of security, including unauthorised access.
- y. We preserve all email correspondences, invoices and personal information as legally required and the same will be made available for access by government authorities.

PRIVACY

Gold and Silver Bullion Australia Pty Ltd trading as Gold and Silver Bullion Australia, Gold Bullion Australia Pty Ltd ATF GBS Discretionary Trust and GSBA Pty Ltd act in accordance with the National Privacy Principles in the Privacy Act 1988.

When a purchase is made, personal information (including and not limited to your full name, address and DOB) is used to open an account with us. We may also require collection individual information such as directors details (where the customer is a company).

All information collected from you is used in strict confidence. In the following instances, your personal information may be disclosed;

- If the information is requested by the government and or any of its agencies
- If the information is required by Australian law
- If the information is provided to our nominated contractors so that we can complete a transaction on your behalf or provide a service that you have requested