

TERMS & CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

In these Terms, unless context otherwise requires:

“Account” - means an account held by Goldtrex on Your behalf for the purpose of facilitating any Transaction.

“ACL” – means the Australian Consumer Law Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

“Agreement” – means this agreement between You and Goldtrex.

“AMLCTF Act” - means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

“As Soon as Practicable” – means that Goldtrex will make reasonable attempts to act promptly, however there may be factors beyond and outside Goldtrex’s control that may affect the speed of Goldtrex's performance, including but not limited to: shipping timetables, delivery periods, location of delivery, labour strikes, public holidays, the reliance upon Third Parties, electronic failures, internet interruptions, telecommunication service providers.

“AUSTRAC” – means the Australian Transaction Reports and Analysis Centre.

“Australian Law” – refers to any current binding legislation at the time of the Agreement between You and Goldtrex.

“Authorised Agent” – means any person You have properly authorised, by written authority, to give instructions to Goldtrex on Your behalf.

“Available Funds” – means cleared funds, including funds which have been made available by means of direct debit.

“Bullion” – means gold bars, silver bars, and other precious metal bars or ingots.

“Business Day” – means a day in which banks and foreign exchange markets are open for business in Sydney, Australia.

“Business Hours” – means Monday – Friday (excluding New South Wales public holidays), between the hours of 9:00 am and 4:00 pm.

“Costs and Disbursements” – includes but are not limited to insurance costs, freight costs, delivery costs, storage costs, postage costs, courier costs, international fees, and insurance costs.

“Customer” – includes an individual, trustee, company, superannuation fund and/or any other legally recognised entity that satisfies AUSTRAC requirements. If more than one (1) person constitutes the Customer, then they are jointly and severally bound by these Terms and Goldtrex is entitled to act upon the instructions of any one of those persons unless specified otherwise in writing.

“Equifax” – means Equifax Australia Information Services and Solutions Pty Limited ABN 26 000 602 862.

“Exact Cost” – means the cost that the Customer will be charged for the purchase of Product(s). The Exact Cost may differ and be higher than the Spot Price shown on Goldtrex’s website.

“Goldtrex” – means Australian Gual Metals Pty Limited trading as Goldtrex ABN 73 145 473 285.

“Goldtrex’s Website” – means www.goldtrex.com.

“GST” – has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

“GST Act” – means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

“Identification” – means documents that legally satisfy AUSTRAC’s requirements.

“Incorrect Product” – means a Product that is different to the Product specified in the Tax Invoice supplied to You.

“Insolvent” – means, in relation to a party, a reference to winding up or bankruptcy of that party which includes: bankruptcy; winding up; dissolution; becoming an insolvent under administration (as defined in section 9 of the *Corporations Act 2001 (Cth)*); becoming placed under official management, voluntary administration or having a controller or receiver appointed (over the whole or any part of the assets of a party).

“Live Spot Price” - means the purchase price of the Product(s) as at the time the purchase order is placed by the Customer.

“Loss or Damage” – includes but are not limited to: financial loss, psychological loss, physical loss, debts to Third Parties, legal disadvantage, other disadvantage, breaking down in personal and/or business relationships.

“Online” – means the purchase of Product(s) from Goldtrex's website.

“Online Account” – means Your personal and secure online account to trade using Goldtrex's Online Store.

“Online Store” – means Goldtrex's e-commerce store located on Goldtrex's Website.

“Over the Counter” – means Customers attend Goldtrex's Sydney Office and purchase Product(s).

“Product” – means Bullions, coins, and any other precious metals and Product(s) sold or purchased by Goldtrex from time to time.

“Security Interest” – has the same meaning given under section 12 of the *Personal Property Securities Act 2009 (Cth)*,

“Shipping Costs” – includes but are not limited to: postage, courier fees, personal delivery and collection fees, and packaging and wrapping fees.

“Spot Price” – an approximate indicator of the cost of the Product and is not necessarily the exact and specific cost that the Customer will incur. The Exact Cost will be provided in the Tax Invoice forwarded to the Customer by Goldtrex.

“Sydney Office” - means Goldtrex's office located at 302 / 84 Pitt Street, Sydney, in the State of New South Wales, 2000.

“Tampered” – includes but are not limited to: scratches to the Product(s), discolouration, adjustment to the shape, size, weight of the Product(s), the appearance of inconsistent marks on the surface of the Product(s), fading, corrosive marks, heat marks, and inconsistent surfaces on the Product(s).

“Taxable Supply” – has the same meaning as in the GST Act.

“Tax Invoice” – means a document or notice provided to the Customer with the Exact Costs and Disbursements, and any GST that is outstanding to complete the sale. Tax invoice has the same meaning as in the GST Act.

“Terms” – means these Terms and Conditions.

“Third Party/Parties” – includes but are not limited to: other websites, financial institutions, corporations, and social networking organisations (e.g. Facebook, Twitter, Instagram, etc.), international and national web pages.

“Third Party Provider” – means companies and/or contractors that Goldtrex enters into agreement with to complete Identification checks.

“Time Delay” – means a delay of a non-specific time period.

“Transaction” – means the entire process involved in the Customer purchasing the Product(s), including but not limited to: committing to the purchase of the Product(s), payment of the total amount payable, and the shipping of the Product(s).

“You/Your/Yourself” – means a legally identified Customer who has satisfied AUSTRAC's 100-point Identification check and who has the capacity to make purchases from Goldtrex and enter into this Agreement with Goldtrex.

1.2 Interpretation

- (a) a reference to this Agreement or another document means this Agreement or that other document and any document which varies, supplements, replaces, assigns or novates this Agreement or that other document;
- (b) a reference to a statute or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of it;
- (c) a reference to the parties is a reference to the parties to and of this Agreement;
- (d) a reference to a gender includes a reference to each gender;
- (e) the word person includes a firm, corporation, body corporate, unincorporated association or a governmental authority;
- (f) a reference to a natural person includes a reference to successors, liquidators, trustees in bankruptcy and the like, and permitted assigns;
- (g) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (h) including and includes are not words of limitation;
- (i) a word that is derived from a defined word has a corresponding meaning;
- (j) the singular includes the plural and vice-versa;
- (k) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (l) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (m) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (n) provisions or terms of this Agreement or another deed, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
- (o) neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting; and
- (p) monetary amounts are expressed in Australian dollars.

2. General

2.1 These Terms apply to purchases made by You and become the terms of the Agreement between You and Goldtrex.

2.2 You acknowledge and accept these Terms by purchasing a Product(s) and/or placing an order Online, Over the Counter, or by way of telephone; and/or by creating an Account.

2.3 All information provided by Goldtrex including information published on Goldtrex's website is indicative and for information only. Goldtrex does not warrant the accuracy of that information and You should not rely on such information.

2.4 These Terms replace any agreement that currently exists between You and Goldtrex and the obligations entered into under the prior agreement will be treated as if they were entered into pursuant to these Terms.

3. Capacity

3.1 You represent and warrant that You are over eighteen (18) years of age, are of sound mind, and have the legal right at the time of purchase, to make a decision to purchase a Product(s) and to enter into this Agreement with Goldtrex to purchase a Product(s).

3.2 In the event that You are proven not to hold the legal capacity to enter into this Agreement, Goldtrex will not be liable for any Loss or Damage suffered by You, Your estate and/or Third Parties.

4. Online Account, Identification check and collection of personal information and privacy

4.1 Opening an Online Account

4.1.1 You will be required to open an Online Account and undergo 100-point Identification check in the following circumstances:

4.1.1.1 If You are purchasing Product(s) Over the Counter in the total sum of \$5,000.00 or more in one (1) calendar day;

4.1.1.2 If You are purchasing Product(s) using Goldtrex's Online Store; and

4.1.1.3 If You are purchasing Product(s) over the telephone.

4.1.2 You will be required to provide a username and a password when opening an Online Account.

4.1.3 If You fail to successfully open an Online Account or pass the Identification check, Goldtrex will contact You at its earliest opportunity. You may attend Goldtrex's Sydney Office and provide Goldtrex with Your original Identification

documents. Facsimile or electronic copies of Identification documents will not be accepted.

- 4.1.4 You cannot make a purchase in the event that You do not successfully open an Online Account or pass the Identification check, and Goldtrex will be under no obligation to provide its services to You.

4.2 List of acceptable Identification documents

- 4.2.1 Appropriate Identification documents consists of primary photographic Identification documents and a secondary identification documents. Below sets out a checklist of acceptable documents:

Individual Customers will need to have documents in Section 1

Self-Managed Super Funds will need to have documents in Section 1 AND Section 2

Companies and Trusts will need to have documents in Section 1 AND Section 3

SECTION 1

Primary Identification Documents

You may choose one of the following:

Current Australian or Foreign Passport (must be less than 2 years expired and not cancelled)	70 Points
Birth Certificate	70 points
Australian Citizenship Certificate	70 points

Secondary Identification Documents (40/25 Points each)

You may choose more than one of the following to make up 100 points:

*Please Note: Only one (1) form of Identification from the three (3) items listed below will score 40 points. If other Identification documents are chosen from the same table, these items will score 25 points only.

For example:

Government issued Employee ID card = 40 points

Current licence Issued under Australian Law = 25 points

Pensioner Card = 25 points

Current Licence Issued under Australian Law E.g. Driver Licence
Employee ID Card issued by a Government Authority or Public Service
Social Security, Health Care or Pension Cards

Government Authority Card E.g. Government Issued NSW Photo card	25 Points
Driver Licence (International)	25 Points
EFTPOS / Credit Cards	25 Points
Bank Statement	25 Points
Medicare or Private Health Insurance Cards	25 Points
Electoral Roll records	25 Points
Utility Bill e.g. Telephone, Water etc.	25 Points
A Mortgage or other Instrument of Security held by a Financial Body	25 Points
Rates Notice	25 Points
Telephone Directory (Listed in the white pages)	25 Points
Professional Memberships, Associations, Video Cards etc.	25 Points

SECTION 2

Self-Managed Super Funds

- Documentation identifying fund name, ABN; and
- Title page and execution page of the deed.

SECTION 3

Company and Trust

- Documentation identifying company or trust name and ABN; and
- Title page and execution page of the trust deed (if applicable).

4.3 Account information

4.3.1 In opening an Online Account, You represent and warrant that:

4.3.1.1 All information and Identification provided by You in Your Online Account is complete, accurate, correct and is not misleading. Goldtrex may rely on such information and Identification unless and until You provide Goldtrex with written notice of any change(s). Such varied information will be covered by this warranty.

4.3.1.2 You will maintain and promptly update Your Online Account information to keep it true, accurate, current and complete.

4.3.2 If You provide any information and/or Identification that is untrue, inaccurate, not current or incomplete, Goldtrex may suspend or terminate Your Online

Account, terminate Your order and/or refuse any and all current and future use of Goldtrex's Website.

4.3.3 Goldtrex reserves the right to refuse acceptance of Identification documentation provided by You.

4.3.4 In the event that Goldtrex discovers that an order was not made by You, Goldtrex reserves the right to immediately cancel Your order and terminate this Agreement, without prior notice to You.

4.4 Privacy

4.4.1 Goldtrex must comply with Australian Law and is required to collect and retain the personal information required by AUSTRAC. By entering into this Agreement, You acknowledge and agree that Goldtrex may, in certain circumstances, be required to disclose such information to AUSTRAC or other appropriate authorities.

4.4.2 Goldtrex will not deliver Your Product(s) to You unless You have properly and completely provided to Goldtrex all Identification documents required by the AMLCTF Act, as governed by AUSTRAC.

4.4.3 In order to complete Your Online Identification check Goldtrex will exchange Your information with external organisations, including:

4.4.3.1 Credit reporting agencies, including Equifax;

4.4.3.2 Independent, private-sector organisations;

4.4.3.3 Government departments; and

4.4.3.4 Outsourced service providers.

By opening an Online Account and providing Your Identification to Goldtrex, You permit these external organisations to record, use, disclose Your information in accordance with their own privacy policies and legal obligations.

4.4.4 It is Your responsibility to provide all details required by these external organisations to ensure that an Identification check is satisfactorily completed.

4.4.5 You are only required to provide to Goldtrex the personal information required by AUSTRAC once, unless Your information changes.

4.5 Your responsibility in relation to the security of Your Online Account

4.5.1 You are responsible for maintaining the confidentiality of Your username and password to Your Online Account so that it cannot be accessed by third parties. You are fully responsible for all activities that occur under Your username, password, or Online Account. You are required to exercise proper care by regularly changing Your password and not using a password that can

be associated with You by reference to Your name, birth date, address or other attributes that can be readily associated with You.

- 4.5.2 Goldtrex will not require You to tell Goldtrex Your username and password and You should not divulge such information to anyone who calls You or asks for Your username and password who tells You they are a representative, officer or employee or agent of Goldtrex.

4.6 Unauthorised use of Your Online Account

- 4.6.1 Goldtrex is not responsible for any unauthorised use of Your Online Account. If there are transactions on Your Online Account that You have not authorised You agree to immediately notify Goldtrex immediately so that Goldtrex can put a stop on Your Online Account.

4.7 Suspension or blocking of Your Online Account

- 4.7.1 Goldtrex may, at its reasonable discretion, suspend or block access to Your Online Account on the following grounds:
 - 4.7.1.1 Security concerns it has with the use or misuse of the Online Store or Your Online Account; and
 - 4.7.1.2 Suspicion of unauthorised or fraudulent use of Your Online Account.
- 4.7.2 Goldtrex will advise You, As Soon As Practicable, of the suspension or blocking of Your Online Account.
- 4.7.3 Goldtrex will do all things reasonably necessary and within a reasonable time to reinstate Your Online Account if it is satisfied that the concerns it has for suspending or blocking Your Online Account has been rectified or addressed.
- 4.7.4 Goldtrex may, at its sole discretion, terminate, suspend or block Your access to Your Online Account, or terminate Your order, without notice, for any conduct that Goldtrex believe is in violation of any applicable law or these Terms, or is harmful to the interests of Goldtrex, another user, a third-party provider, merchant, sponsor, licensor, or service provider.
- 4.7.5 Goldtrex will not be liable for any Loss or Damage (including any consequential Loss or Damage), whether direct or indirect, that You or any third party may incur whilst Your Online Account is suspended, blocked or terminated.
- 4.7.6 You must not commence or maintain any proceedings against Goldtrex in respect of any such Loss or Damage.

4.8 Use

- 4.8.1 Any conduct by You that in Goldtrex's sole discretion restricts or inhibits any other user from using or enjoying Goldtrex's Website will not be permitted. You may view, download, and print material on Goldtrex's Website for non-commercial personal use only.
- 4.8.2 You may not publicly display, perform, transmit, list, modify reproduce, distribute, participate in the transfer or sale of, make derivative works from, upload or otherwise use any of Goldtrex's Website's content or the selection, arrangement or coordination of its content.
- 4.8.3 You may not transmit, post, or distribute anything that is obscene, libellous, abusive, vulgar, threatening, discourteous or otherwise objectionable, violates any law or rights of any party, or a virus or other harmful material.
- 4.8.4 You may not use Goldtrex's Website for trading, sales or commercial purposes other than for making purchases from Goldtrex.

4.9 Your warranties

- 4.9.1 By using the Online Store, You represent and warrant that:
 - 4.9.1.1 You are over eighteen (18) years of age;
 - 4.9.1.2 You have read and agree to be bound by these Terms;
 - 4.9.1.3 All details You enter on the Online Store are true and accurate;
 - 4.9.1.4 By transacting with Goldtrex's Online Store You are authorised to do so, whether by placing an order or making a payment; and
 - 4.9.1.5 There are sufficient funds to cover the amount charged to Your debit or credit card at the time You "checkout" from our Online Store.

4.10 Acknowledgments

- 4.10.1 You acknowledge and agree that:
 - 4.10.1.1 Goldtrex does not guarantee Goldtrex's Website's performance or availability of any of its Products;
 - 4.10.1.2 Online ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;
 - 4.10.1.3 Prices quoted on Goldtrex's Website are updated live during Goldtrex's Business Hours and are indicative only until such time as a sale is confirmed; and
 - 4.10.1.4 To the maximum extent as permitted by law, Goldtrex will not be liable for any Loss or Damage which You suffer as a result of Online ordering not being available or for delays or errors in transmitting orders.

5 Guarantee of quality of Bullion

5.1 Goldtrex guarantees the minimum purity of their Bullion to 99.99%.

5.2 This guarantee does not apply to gold coins, which holds a different percentage of Bullion content.

6 High risk

6.1 You agree and acknowledge that there are high risks associated with the purchase of Bullion and/or other Product(s), including but not limited to: financial detriment and loss, negative legal ramifications, taxation issues, and personal detriment and loss.

6.2 Goldtrex makes no assertion, provides no warranty and/or guarantee that the Bullion and/or other Product(s) will maintain the same price at the time of Your purchase.

6.3 Goldtrex makes no comment, warranty and/or guarantee in regard to the purchase of Bullion and/or other Product(s) for the purpose of investment.

7 Purchasing Product(s) from Goldtrex

7.1 You can purchase Product(s) from Goldtrex Over the Counter, by telephone and Online.

7.2 All Transactions must be paid in Australian dollars (AUD).

7.3 Over the Counter

7.3.1 There is no monetary limit for purchases Over the Counter.

7.3.2 If You are purchasing Over the Counter in the total sum of \$5,000.00 or more, You must establish an Account with Goldtrex prior to making such purchase. Goldtrex will notify You once Your Account has been established.

7.4 Telephone

7.4.1 There is no monetary limit for purchases by telephone.

7.4.2 Prior to making any purchase by way of telephone, You must establish an Account with Goldtrex. Goldtrex will notify You once Your Account has been established.

7.5 Online Store

7.5.1 There is no monetary limit for purchases made from Goldtrex's Online Store.

7.5.2 Prior to making any purchase Online, You must establish an Account with Goldtrex and acknowledge that You have read the Terms. Goldtrex will notify You in writing by way of email once Your Account has been established.

8 Fluctuating daily "Spot Prices" of Bullion

8.1 The prices published by Goldtrex Over the Counter and Online are indicative only and are subject to these Terms. The prices may or may not significantly fluctuate during each Business Day ("**Spot Prices**").

8.2 Goldtrex makes no guarantee, prediction and/or promise of whether prices will rise and/or fall.

9 Your purchase order

9.1 The purchase price of the Bullion is our Live Spot Price as at the time Your purchase order is placed.

9.2 You acknowledge and agree that there may be a difference in the Spot Price and the Live Spot Price shown in the purchase order.

9.3 You agree that You are responsible for reviewing Your purchase order and the suitability of the Product(s) for Your circumstances.

9.4 Your purchase order will include the specified charge for delivery.

9.5 You will be responsible for the payment of the exact price, and Costs and Disbursements outlined in the purchase order.

9.6 You are bound by these Terms once You issue Your purchase order.

10 Payment of Your purchase order

10.1 In order to complete Your purchase order, You must pay the total amount payable, which is based on the information provided by You in Your purchase order.

10.2 On receipt of the whole of the monies specified in the purchase order, a Tax Invoice for the Product(s) ordered will be issued to You by Goldtrex As Soon as Practicable.

10.3 Goldtrex may, at any time prior to issuing to You the Tax Invoice, refuse Your order for any reason.

10.4 In the event that a clerical error occurs on Your Tax Invoice, Goldtrex may, without attracting any type of detriment or liability, adjust the Tax Invoice to ensure that the error is rectified.

10.5 Regardless of circumstances, foreseen and unforeseen, You are required to pay the total amount payable, together with any additional Costs and Disbursements that may arise as a result of Your Agreement to purchase Product(s) from Goldtrex Online.

10.6 Online purchasing does not diminish Your obligations as a Customer in this Agreement.

10.7 An Agreement is established between You and Goldtrex as soon as You place a purchase order and it is an express condition of this Agreement that You cannot alter, rescind, cancel or withdraw Your order.

11 Payments

11.1 Goldtrex accepts the following payment methods:

11.1.1 Cash – A daily limit may apply from time to time as notified on Goldtrex's Website.

11.1.2 Eftpos/credit card – The eftpos/credit card must be in the name of the Customer. There is a 2.5% credit card surcharge on purchases made from Goldtrex's Online Store and a 1.5% credit card surcharge on purchases made Over the Counter and by telephone. Goldtrex do not accept American Express.

11.1.3 Direct funds transfer to Goldtrex's nominated bank account – You must, on making such funds transfer, immediately provide to Goldtrex, by way of email, a receipt confirmation number in order to enable Goldtrex to verify receipt of Your payment. Goldtrex will not release or dispatch any Product(s) unless Goldtrex has been notified by its bank that the purchase monies paid by You have become Available Funds.

11.1.4 BPay.

11.1.5 POLi payment system.

12 Collection in person

12.1 You are solely responsible for the collection of the Product(s) You purchase.

12.2 Goldtrex will not release or dispatch any Product(s) until Goldtrex is satisfied that Your Online Account is complete, all Customer Identification requirements have been completed, and Goldtrex is notified by its bank that the purchase monies paid by You have become Available Funds.

12.3 Product(s) can only be collected in person by You on production of satisfactory Identification, or by Your Authorised Agent with Your prior written authority upon production of satisfactory Identification by the Authorised Agent.

12.4 Goldtrex is entitled to rely on instructions received from Your Authorised Agent until Goldtrex receives written notice from You that such appointment has been revoked.

12.5 Product(s) purchased must be collected within fourteen (14) days of receipt of advice from Goldtrex that the Product(s) is available for collection, after which the Product(s) will be stored at Your own risk and expense.

12.6 Goldtrex reserves the right to introduce and/or amend storage fees and/or storage conditions.

13 Delivery and shipping

13.1 You are solely responsible for making necessary arrangements for the delivery/shipping of the Product(s) to You.

13.2 Goldtrex will not release or dispatch any Product(s) until Goldtrex is notified by its bank that the purchase monies paid by You have become Available Funds.

13.3 Orders containing more than one item may receive more than one tracking number and may be delivered at different times.

13.4 Goldtrex do not deliver any Product(s) during weekends and public holidays. You must allow an extra 2 – 3 days for dispatch for orders made on weekends and public holidays.

13.5 You may, at the time of purchase, request Goldtrex to make arrangements in delivering the Product(s) to You. This must be paid in full prior to the delivery of Your Product(s). Delivery costs may change and vary according to the shipping destination and the size and weight of the Product(s). An accurate shipping quote will be provided to You upon request.

13.6 International deliveries can be arranged and a quote will be provided to You upon request. All costs and charges including but not limited to overseas customs duties, foreign taxes or any other costs associated with international deliveries are payable by You. Custom restrictions may also apply.

13.7 You are not entitled to terminate this Agreement on the basis of Your belief that the Shipping Costs for the Product(s) is too expensive.

13.8 If You instruct Goldtrex to organise shipping of the Product(s) to You, Goldtrex is not responsible for the Product(s) once it is packed and leaves Goldtrex's physical control.

14 Increased Shipping Costs

14.1 Whilst confirmed Shipping Costs for Your order will be included in Your purchase price, Goldtrex reserves the right to increase these confirmed Shipping Costs on the Terms set out below. If confirmed Shipping Costs are increased, Goldtrex will notify You accordingly.

14.2 You are responsible for any such increase in the cost of the confirmed Shipping Costs.

14.3 You will not be entitled to cancel Your order if there is any increase in any Shipping Costs and Goldtrex assumes no responsibility for any increase in Shipping Costs if:

14.3.1 The information supplied by You is not accurate; or

14.3.2 The costs of shipping subsequently increase by reason of increases in the cost of materials and/or labour and/or the costs charged to Goldtrex by Third Party suppliers and/or for any factor outside the control of Goldtrex; or

14.3.3 Goldtrex decides to change the shipping arrangement due to unsatisfactory security risks (see clause 17); or

14.3.4 Shipping arrangements are changed by Goldtrex for insurance purposes.

14.4 If You are notified by Goldtrex of any increase in Shipping Costs:

14.4.1 You may, prior to the Product(s) being shipped, advise Goldtrex in writing that You will make Your own delivery arrangements. You must make alternative arrangements for the collection of the Product(s) from Goldtrex's Sydney Office at Your own cost and risk.

14.4.2 Upon receipt of Your written notification to make alternative arrangements for the collection of the Product(s), Goldtrex will adjust its Tax Invoice for the Product(s) by the amount of the previously invoiced Shipping Costs. If the alternative arrangements involve some costs to Goldtrex, then any adjustment will reflect the expense that Goldtrex will incur as a result of You making alternative arrangements.

15 Delay in delivery

15.1 Once Goldtrex is satisfied that Your Online Account is complete, all Customer Identification requirements have been completed, and Goldtrex is notified by its bank that the total amount payable by You have become Available Funds, Goldtrex will order the Product(s) As Soon as Practicable.

15.2 Goldtrex will deal with all orders in the sequence in which they are received and otherwise As Soon as Practicable.

15.3 Any period or date for delivery of Product(s) stated by Goldtrex is an estimate only and not a contractual commitment.

15.4 Goldtrex will use reasonable endeavours to meet any estimated dates for delivery of the Product(s) but will not be liable for any Loss or Damage suffered by You or any third party for failure to meet any estimated dates.

15.5 If Your Product(s) is on back order, You will either be directly advised by Goldtrex or notified by Goldtrex's Website.

15.6 Delivery of Product(s) on back order may be further delayed by reasons beyond the control of Goldtrex.

15.7 Goldtrex will not be liable for any Loss or Damage suffered by You or any third party, arising directly or indirectly from:

15.7.1 Any delay in delivery of the Product(s) on back order;

15.7.2 Any delay in delivery of the Product(s) associated with Customer Identification requirements; and

15.7.3 Any other reason(s) that may arise in supplying the Product(s) to You.

15.8 You are not entitled to terminate this Agreement as a result of any back order or shipping delay that has not been directly and solely caused by Goldtrex.

16 Changed delivery arrangements due to security risk

16.1 In the event that You instruct Goldtrex to organise shipping of the Product(s) to You, Goldtrex may change the shipping arrangements to ensure secure delivery at Your cost if:

16.1.1 You have placed a large order, the value of which exceeds the insurable value of such an order on a single shipment/delivery basis; or

16.1.2 If Goldtrex reasonably believes that the specified area for delivery of the Product(s) is a high risk and/or unsafe delivery location.

16.2 You are not entitled to terminate this Agreement as a result of any change to delivery arrangements due to security risk.

17 Wrong delivery

17.1 Goldtrex will not be liable for wrongful delivery of Product(s) to You if:

- 17.1.1 The Product(s) is collected by a person using misleading or fraudulent Identification or fraudulent written authority for collection at Your nominated delivery address;
- 17.1.2 You have provided incorrect delivery details;
- 17.1.3 A third party signs for delivery of the Product(s) at the delivery address provided using misleading or fraudulent Identification; or
- 17.1.4 You amend or vary any delivery instructions that Goldtrex has provided to the specified delivery carrier.

18 Non-delivery or part delivery

- 18.1 In the unlikely event that You do not receive Your Product(s) within ten (10) Business Days from the date of delivery, You must immediately telephone and notify Goldtrex. Goldtrex will investigate the alleged omission and seek to rectify the situation As Soon as Practicable.
- 18.2 In the unlikely event that You only receive part of Your Product(s), You must immediately telephone and notify Goldtrex within twenty four (24) hours of delivery. Goldtrex will investigate the alleged omission and seek to rectify the situation As Soon as Practicable. In the event that it is confirmed by Goldtrex that there has been an error in supplying the ordered Product(s) to You, Goldtrex will provide You with the remaining Product(s) that are due to You As Soon as Practicable.
- 18.3 In the event that shipping is required, there may be a delay in Goldtrex forwarding the remaining Product(s) to You.
- 18.4 Goldtrex is not liable for any Loss or Damage that You may suffer as a result of Your delay or failure to contact Goldtrex.
- 18.5 Goldtrex is not liable for any Loss or Damage that You may suffer as a result of the time period that it takes the relevant shipping company or courier to deliver the Product(s) to You.

19 Insurance

- 19.1 You are responsible for making necessary arrangements in respect of insuring the Product(s) You purchase from Goldtrex.

19.2 You acknowledge and agree to insure all Products You purchase from Goldtrex at Your own cost, except for Product(s) collected from Goldtrex's Sydney Office.

19.3 You agree to protect and indemnify Yourself for any loss, liability and/or detriment that You may suffer in relation to the shipping and delivery of Your Product(s).

19.4 You may request Goldtrex to make arrangements in respect of insuring the Product(s) You purchase. This must be paid in full prior to the shipping of Your Product(s). Insurance costs may change and vary according to the shipping destination and the size and weight of Your purchase. An accurate insurance quote can either be provided at the time of, or after placing Your order.

19.5 You are not entitled to terminate this Agreement on the basis of Your belief that the cost of insuring the Product(s) is too expensive.

20 Storage and fees

20.1 Goldtrex offers its registered Customers a secure storage service. In order to use this service, You must complete and sign a storage contract. This service is only available to Customers who physically attends Goldtrex's Sydney Office and is not available for Online or over-the-phone sales.

20.2 Goldtrex will only store precious metals with 99.99% purity.

20.3 The storage fee payable will equate to one per cent (1%) of the value of Your item(s), payable per quarter. There is a minimum storage fee in the sum of \$60.00 plus GST per quarter. Yearly or quarterly payments may be made.

20.4 The storage fee will be payable within seven (7) days from the date of the invoice. Any late payment will incur a late payment fee of \$15.00 plus GST.

20.5 Goldtrex do not suggest storing precious metals with a value of under \$25,000.00, as Goldtrex's minimum quarterly fee is \$60.00 plus GST. Please see e.g. below:

John would like to store 2 x 100g Goldtrex's gold bar. At the time he purchased the bars, they were worth \$5,500.00 each, with the total value of \$11,000.00.

Therefore 1% of \$11,000.00 is \$110.00, divided by 4 (each quarter) = \$27.50.

However, Goldtrex's minimum storage fee per quarter is \$60.00 plus GST. So, although John is only storing \$11,000.00 worth of items, his fee per quarter would automatically be in the amount of \$60.00 plus GST not \$27.50.

- 20.6 Goldtrex will provide You with a security bag which has a secure serial number seal. The bag is a plastic envelope which can only be opened by breaking the seal or by cutting or destroying the bag. The cost of each bag is \$30.00. Bag dimensions are: W: 230 mm x L: 160 mm.
- 20.7 You may access your item(s) any time, provided You give Goldtrex 24 hours' notice. Goldtrex will provide You with unlimited access to Your item(s). Each time You access Your item(s) you must complete an access form and pay a \$30.00 plus GST access fee as a new security bag will need to be allocated to You.
- 20.8 You acknowledge and agree that:
- 20.8.1 Goldtrex may hand over custody and possession of your item(s) to a Third Party storage provider; and
 - 20.8.2 Goldtrex shall be entitled to retain Your item(s) by way of lien until all costs, disbursements, interest and other moneys due and owing to Goldtrex have been paid. Goldtrex will not release Your item(s) to You until You pay all fees and charges due and owing to Goldtrex.
- 20.9 You represent and warrant that:
- 20.9.1 You are the legal and beneficial owner of the item(s).
 - 20.9.2 You have not granted any Security Interest, lien or charge over the item(s).
- 20.10 Goldtrex agrees to exercise due care and diligence in the storage of your item(s). Subject to clause 37 of these Terms, Goldtrex agrees to replace Your

item(s) in the event that your item(s) is lost, damaged or destroyed whilst in the custody and possession of Goldtrex.

21 Breach and consequences of Your breach

21.1 Breach

21.1.1 In the event that You breach this Agreement by:

21.1.1.1 Cancelling or purporting to cancel Your order;

21.1.1.2 Failing to pay the total amount payable by not providing Available Funds within twenty-four (24) hours because:

21.1.1.2.1 Of Your death or insolvency;

21.1.1.2.2 You travel overseas or interstate;

21.1.1.2.3 Any malfunction of banking systems;

21.1.1.2.4 Any malfunction of payment systems;

21.1.1.2.5 Any Third Party interference and/or delay;

21.1.1.2.6 You terminate or suspend Your order; or

21.1.1.2.7 Any other reason, without the prior written consent of Goldtrex,

then such action will constitute a breach of this Agreement by You, and Goldtrex will have the sole discretion to decide whether or not to allow this Agreement to continue.

21.2 Consequences of Your breach

21.2.1 In the event that Goldtrex allows this Agreement to continue, You will be required to pay for Goldtrex's administration charges, fees, Costs and Disbursements that Goldtrex incurs as a result of Your breach, together with interest on any unpaid amounts at the Reserve Bank of Australia Cash Rate plus ten per cent (10%) per annum from the day the amount falls due until the date the amount is actually paid. Such expenses and interest must be paid by You prior to the supply of the Product(s) to You.

21.2.2 In the event that Goldtrex decides to terminate this Agreement as a result of Your breach:

21.2.2.1 You will immediately forfeit any monies paid by You towards Your order;

21.2.2.2 Goldtrex reserves the right to resell the Product(s) immediately or at a time of its choice. If the re-sale price of the Product(s) results in Goldtrex making a significant market loss that exceeds the amount that

You have forfeited (“**Significant Market Loss**”), then You are required to indemnify Goldtrex for any Significant Market Loss that Goldtrex may incur as a consequence of Your breach.

21.2.2.3 You authorise Goldtrex to debit Your Account (including Your credit card account) in respect of the Significant Market Loss.

21.2.2.4 You will compensate and indemnify Goldtrex (including its subsidiaries, and their respective directors, employees, contractors and agents) in respect of any and all losses, claims and expenses incurred by Goldtrex as a result of Your default.

21.2.2.5 Goldtrex reserves the right to legally pursue You for the full outstanding amount, together with any Loss or Damage, and expense that Goldtrex may incur as a result of Your breach of the Agreement. Goldtrex reserves the right to terminate, suspend, or block Your access to Your Account and/or refuse to sell its Product(s) to You in the future.

22 Title and risk

22.1 Title and risk in the Product(s) pass to You when:

22.1.1 A Tax Invoice for the Product(s) has been issued to You by Goldtrex;

22.1.2 You have paid the whole of the balance of the purchase price specified in the Tax Invoice and Goldtrex receives Available Funds; and

22.1.3 You have complied with the legal requirements for the verification of Your Identification.

22.2 You assume all risks and liabilities for Loss or Damage, injury to person(s) or Your property, or property belonging to a third person, arising out of the use, possession of or dealings with any of the Product(s) sold by Goldtrex, including changes in Your financial situation.

23 Refund and exchange policy

23.1 Refund

23.1.1 Goldtrex will not provide a refund under any circumstances.

23.1.2 Any Product(s) returned to Goldtrex as a result of Your refusal or unavailability to accept delivery will remain Your responsibility and at Your cost, and will not be accepted as a reason for return of Product(s) under any circumstances.

23.2 Exchange

23.2.1 In the event that You receive an Incorrect Product:

23.2.1.1 You must notify Goldtrex in writing within twenty-four (24) hours of having received the Incorrect Product. Goldtrex will contact You As Soon as Practicable and notify You of how to return the Incorrect Product together with the Tax Invoice to Goldtrex's Sydney Office.

23.2.1.2 Upon receipt of the Incorrect Product, Goldtrex will supply to You the Product(s) in accordance with Your Tax Invoice and refund any return delivery cost incurred by You As Soon as Practicable and upon receipt of a copy of an invoice confirming the delivery cost paid by You.

23.2.2 Until the return of the Incorrect Product to Goldtrex:

23.2.2.1 You continue to bear the risk and title in the Incorrect Product;

23.2.2.2 Goldtrex is not responsible for the Incorrect Product in the event that it is lost in the return shipment to Goldtrex; and

23.2.2.3 It is Your responsibility to ensure that the Incorrect Product is adequately packaged so that it is not damaged during return transit.

23.2.3 In the event that the Incorrect Product has been Tampered and/or is damaged, Goldtrex will not accept its delivery and will not provide any further Product(s) to You. You will be responsible for the return Shipping Costs of the Incorrect Product to You and the Incorrect Product will not be returned until the Shipping Costs are first received by Goldtrex.

24 Selling Your item(s)

24.1 If You wish to sell Your coin(s) or Bullion(s) to Goldtrex, You must:

24.1.1 Produce the physical item(s) to Goldtrex's Sydney Office for inspection;

24.1.2 Provide Goldtrex with a current original photographic Identification document, for example an Australian or Foreign Passport, driver licence (refer to Section 1 of clause 4.2 of these Terms);

24.1.3 Complete a Sell Form which sets out:

24.1.3.1 A detail description of the item(s), including quantity; and

24.1.3.2 Your personal details including Your full name, current residential address, telephone number, email and signature.

24.1.4 Sign a Letter of Confirmation confirming that You are the rightful owner of the relevant item(s) and that such item(s) meets the required standards including the minimum purity of 99.99% of any gold, silver bar or coin.

24.2 You represent and warrant that:

- 24.2.1 All information contained in the Sell Form and all Identification provided by You is complete, accurate, correct and is not misleading. Goldtrex may rely on such information and Identification unless and until You provide Goldtrex with written notice of any change(s). Such varied information will be covered by this warranty.
- 24.2.2 You are the legal and beneficial owner of the relevant item(s).
- 24.2.3 You have not granted any Security Interest, lien or charge over the relevant item(s).
- 24.2.4 You are not Insolvent.
- 24.3 By offering to sell Your item(s), You acknowledge and agree that:
- 24.3.1 Goldtrex relies on the detailed description and quantity of the item(s) provided by You in the Sell Form, as well as the information provided by You in the Letter of Confirmation when determining the price it will offer to You to buy Your item(s).
- 24.3.2 An offer made by Goldtrex to buy Your item(s) is subject to physical inspection of Your item by Goldtrex.
- 24.3.3 If the item(s) inspected does not meet the standard or quality of item(s) described in the Letter of Confirmation then Goldtrex reserves the right to withdraw or vary its offer to You.
- 24.3.4 If Your product is not approved by the London Bullion Market, Goldtrex may subject Your product to further testing in order to verify that it meets the required standard. If the item(s) does not meet the required standard or quality then Goldtrex reserves the right to withdraw or vary its offer to You.
- 24.3.5 It is at Goldtrex's sole discretion to buy Your item(s).
- 24.3.6 Payment will be made by Goldtrex to Your nominated bank account within twenty-four (24) hours (or if payment is due on a weekend or public holiday then the next Business Day) following confirmation of Your acceptance of the price offered by Goldtrex. Payment will only be made to a bank account opened in Your name and nominated by You. Any fees, taxes and/or charges associated with Your bank account incurred as a result of the transaction shall be borne by You. Goldtrex shall not be held liable for any delays in the funds reaching Your bank account. Under no circumstances will Goldtrex pay for Your item(s) by way of cash.

25 Mutual Agreement to terminate the Agreement

25.1 This Agreement may be terminated in writing by consent of both parties. Any termination by Goldtrex must be signed by a legally authorised director of Goldtrex.

25.2 In the event that termination by consent occurs, Goldtrex may still require You to bear liability for any Loss or Damage suffered by Goldtrex.

26 Change of details

26.1 You are required to notify Goldtrex in writing of any change(s) to Your delivery address and/or any other personal details that have been used when making Your order together with updated Identification documents, within two (2) days of changing Your address and/or any other personal details.

26.2 Goldtrex will not be liable for any Loss or Damage that You may suffer as a result of Your failure to provide Your correct details for delivery; and/or comply with all necessary requirements that the shipping, courier or delivery firm may have in order to ensure that Your order reaches You safely.

27 Suspension of Online purchases

27.1 Goldtrex reserves the right to suspend trading or fulfil orders in times of high market volatility or fast-moving market conditions.

27.2 In the event that Goldtrex decides to pause Online selling and Your payment is processed by a Third Party and/or there is a Time Delay in communicating the pausing of trade to You, Goldtrex has the absolute discretion not to issue a Tax Invoice to You and to provide a full refund of any monies paid by You.

27.3 Goldtrex is not liable for any Loss or Damage (including any consequential Loss or Damage), whether direct or indirect, that You may incur as a result of the actions, omissions and/or delay of Third Party banking and financial providers.

27.4 You must not commence or maintain any proceedings against Goldtrex in respect of any such Loss or Damage.

28 Computer, internet, website interruptions

28.1 Goldtrex will not be liable for any Loss or Damage suffered by You (including delays and errors) as a result of any breakdowns, interruptions to or malfunctions of Goldtrex's servers, Website, and any of Goldtrex's operating systems including telephone, computers, and other electronic or technological device including the provision of Third Party services to Goldtrex's Website including Goldtrex's Live Spot Price data.

28.2 You bear the liability for any Loss or Damage that You may suffer as a result of any interruption of Your own computer, electronic operating equipment, telephone provider, internet provider and/or any other Third Party, service, system or device involved in the Transaction process required to initiate and complete the Agreement between You and Goldtrex.

29 Secure payment facility

29.1 Goldtrex will treat payments strictly confidential. Goldtrex's Website uses POLi payment system, which is a Third Party service hosted on a Third Party website. You acknowledge and agree to use POLi payment system at Your own risk.

29.2 Goldtrex's Website allows Customers to pay via Eftpos and credit card using Stripe, which is a Third Party service hosted on a Third Party website. You acknowledge and agree to use Stripe at Your own risk.

29.3 The security, functionality and content of the POLi payment system and Stripe are not under Goldtrex's control and Goldtrex is not responsible for any lapse in security through the use of the POLi payment system or Stripe.

30 Website links

30.1 Goldtrex's Website may contain information, articles or links to Third Party websites. The information contained on Goldtrex's Website is provided in good faith but no representation or warranty of any nature is made as to the completeness or accuracy of such information.

30.2 Goldtrex is not responsible for the security, correctness, suitability, reliability, completeness or accuracy of any Third Party information Goldtrex provides or makes available to You, including websites that may be linked to Goldtrex's website.

30.3 In the event that You review Goldtrex's website and see links, articles, audio visual links, recorded film clips and/or any other information from Third Parties that express ideas and opinions, You understand and acknowledge that these are not the ideas, warranties, guarantees, undertakings and/or recommendations of Goldtrex.

30.4 These Third Party websites are not under the control of Goldtrex and You acknowledge and agree to access these Third Party websites at Your own risk.

30.5 Goldtrex is not responsible for any Loss or Damage suffered by You (including computer viruses) as a result of Your use of a link provided on Goldtrex's website to a Third Party website.

31 Changes to Website and Terms, and administrative errors

31.1 Goldtrex reserves the right to change, alter, delete and/or add new terms to this Agreement and Goldtrex's website (including the price of Bullion) from time to time, without prior notice.

31.2 Any such changes will be published in the terms and conditions on Goldtrex's Website As Soon as Practicable and shall apply to all dealings between You and Goldtrex from the day on which the change takes effect.

31.3 Goldtrex reserves the right to correct any trading or administrative errors without Your consent and without liability or recourse against Goldtrex.

32 Notice

32.1 Any notice, request, demand or other communication may be sent to Your postal or electronic address last notified to Goldtrex and such 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 email on the day it is sent.

33 Assignment

33.1 You must not assign any Agreement without Goldtrex's prior written consent.

33.2 Goldtrex reserves the right to assign any Agreement without notice to You.

34 Appropriate laws

34.1 This Agreement will be construed in accordance with the laws in force in New South Wales and the parties submit to the jurisdiction of New South Wales.

34.2 You agree to submit to the non-exclusive jurisdiction of the New South Wales courts to resolve any dispute that may arise under the Terms of this Agreement.

34.3 Nothing in these Terms 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 to the sale of goods or supply of services which cannot be excluded, restricted or modified.

35 Disclaimer and advice

35.1 All information provided by Goldtrex including information published on Goldtrex's Website is intended solely for Customers purchasing Product(s) for personal purpose(s). Goldtrex does not express a professional or other opinion in regard to the advantages of the purchase of Product(s) for investment or other purposes.

35.2 Goldtrex will not provide You with education or specialist knowledge about the purchase of Product(s) for investment, superannuation and/or any other financial purpose.

35.3 You represent and warrant that before transacting with Goldtrex, You have assessed and evaluated the proposed Transaction in light of Your personal financial situation, investment objectives and particular needs.

35.4 It is an express term of this Agreement that Goldtrex does not make any warranties, guarantees, financial and/or other claims or assertions in regard to the impact of the purchase of Product(s) on You and Your individual situation.

35.5 Unless otherwise expressly stated, this Agreement does 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(s) or any contractual remedy for their failure.

35.6 It is Your responsibility to make all the necessary enquiries, including but not limited to: taxation enquiries, storage enquiries, delivery enquiries, insurance enquiries, legal enquiries and/or any other enquiries that are relevant to You and Your individual situation.

35.7 Goldtrex recommends that every Customer seek independent financial, legal and specialist advice in regard to their specific circumstances and their intention to purchase Product(s).

36 No relationship other than as retail merchant and Customer

36.1 Goldtrex, as a retail merchant, does not have any relationship with You other than that as between a retail merchant and You as the Customer. Without limiting the former the relationships excluded are: between employee and employer; between agent and principal; between franchisee and franchisor; or as joint venturers.

37 Force majeure

37.1 Goldtrex shall not be liable to You for any failure or delay to perform its contractual obligations if such delay or failure to comply with the Agreement arises from any unforeseeable circumstances beyond Goldtrex's reasonable control, including but not limited to: restricted availability of Product(s) of required quality, act of God, fire, lightning, floods, earthquakes, natural disasters, mechanical or electrical failure, labour disputes, lockout, epidemic, rationing, shortages, rebellion, revolution, malicious damage, sabotage, civil unrest, utility failures, war or act of war (whether declared or not), acts of terrorism, riot, embargoes and any actions or inactions of any government or Third Party in Australia and/or outside of Australia.

38 GST

38.1 If GST is or becomes payable on a Taxable Supply (as defined in the GST Act) made under or in connection with this Agreement, the Customer providing consideration for that Taxable Supply must pay an additional amount equal to the GST payable on the Taxable Supply.

38.2 You must pay an additional amount equal to the GST payable for the shipping, packaging and/or postage and delivery costs that are incurred in Your purchase.

39 Privacy policy

39.1 Any personal and financial information collected by Goldtrex will be collected and stored in compliance with Australian Laws and regulations. Goldtrex will keep Your personal information private in accordance with the National Privacy Principles set out in the *Privacy Act 1988* (Cth).

39.2 Other than as required and/or authorised by law or Yourself, Goldtrex will not pass on, sell or swap any of Your personal information. Circumstances in which Goldtrex may release private information under Australian Law includes but are not limited to:

39.2.1 Provision of written consent by You to Goldtrex to release private information to an agent and/or a Third Party;

39.2.2 Goldtrex's reporting obligations under the AMLCTF Act;

39.2.3 Where Goldtrex is required by law, legal subpoena and/or other type of legal document and/or court order; and

39.2.4 To assist with AUSTRAC requirements.

39.3 As permitted by law, Goldtrex may engage a Third Party host provider to enable Goldtrex to provide its services to You. You consent to the release of Your personal details (which includes but are not be limited to: Your name, address, telephone number) to Third Parties who Goldtrex may need to liaise with for the purpose of providing those services, for example to enable the delivery, shipping and tracking of Your purchases to You.

39.4 You agree to indemnify Goldtrex and its directors, employees and contractors from any Loss or Damage, detriment, or misadventure that You may suffer in the event that a Third Party contractor or company, including but not limited to Equifax, misuses and/or releases Your private details and/or information provided to it to other sources.

39.5 By using the online Identification process with Equifax or an alternate Third Party Provider to complete the 100 point Identification check, You agree to allow Goldtrex to obtain copies and details of all private information, details and materials that You have given to Equifax or the Third Party Provider.

40 Copyright

40.1 Copyright law protects all images, web pages, web designs, interactive tools that have been designed by Goldtrex, colour combinations used to promote Goldtrex, written material, interactive forms, social media sites designed for Goldtrex, audio visual videos, film clips and/or any other intellectual property that has been designed by Goldtrex.

40.2 Written permission must be sought to reproduce any of these materials.

41 Indemnity and Release

41.1 You agree to indemnify Goldtrex and any subsidiaries owned by them including but not limited to their employees, directors, third party agents, lawyers, specialist advisers and contractors against all costs including but not limited to: any type of Loss or Damage, actions, proceedings, claims, costs (including legal costs), expenses, demands, and/or liabilities which may be brought against, suffered or incurred by Goldtrex by reason of a breach of this Agreement.

41.2 You agree that Goldtrex and any subsidiaries owned by them including but not limited to their employees, directors, third party agents, lawyers, specialist advisers and contractors are released from any liability and/or obligation that may arise in regard to any type of Loss or Damage, whether direct or indirect or consequential, or that arises as a consequence of Your dealings with Goldtrex, except to the extent of liability imposed by the ACL.

41.3 In the event that Goldtrex is found to be at fault, the maximum liability of Goldtrex to You is limited to the price that You paid for the Product(s). Goldtrex will not, under any circumstances, be liable to You for any Loss or Damage including but not limited to: direct, indirect, consequential, incidental, special, punitive, or exemplary arising from any provision of the Terms.

42 Variation

42.1 Goldtrex reserves the right to vary this Agreement and any variation shall apply to all dealings between You and Goldtrex from the day on which the variation takes effect.

43 Severance

43.1 You agree that if a term and/or provision of this Agreement is, or becomes void, illegal, unenforceable or invalid, then the remainder of this Agreement will still be legally binding and have full effect and full force under the relevant State and Federal laws.

43.2 You agree that a void, illegal, unenforceable or invalid provision may be replaced by an alternate provision that is legally binding and reflects the commercial intentions of the provision that was void, illegal, unenforceable or invalid.