

**DEED OF AGREEMENT
in respect of Mint Dealer Application**

The Applicant hereby agrees that its Mint Dealer Application is submitted on the following basis:

1. The Applicant represents and warrants that to the best of its information, knowledge and belief, all information provided in respect of the Mint Dealer Application (including, without limitation, Mint Dealer Application form, the Applicant details, the Applicant's trade referees form, and the Acknowledgement and Consent form) is true and correct in every particular, and is not misleading.
2. The Applicant acknowledges and agrees that:
 - a. 'Domestic Wholesale Terms of Trade' means the Royal Australian Mint Domestic Wholesale Terms of Trade, as amended from time to time, a copy of which is available on the internet at [www.....](#)
 - b. the Domestic Wholesale Terms of Trade forms part of this Deed of Agreement, and
 - c. it has read and understood the Domestic Wholesale Terms of Trade prior to submitting the Application to the Mint, and
 - d. the terms this Deed of Agreement are supplementary to the Domestic Wholesale Terms of Trade
 - e. all words and phrases used in this Deed of Agreement shall have the same meaning, if any, given to them in the Domestic Wholesale Terms of Trade
 - f. if there is any inconsistency between this Deed of Agreement, the Domestic Wholesale Terms of Trade and any other document incorporated by reference, to the extent of any such inconsistency, the order of priority will be:
 - i. the Domestic Wholesale Terms of Trade;
 - ii. any document incorporated by reference in the Domestic Wholesale Terms of Trade
 - iii. this Deed of Agreement
4. The Applicant acknowledges and agrees that if the Mint approves the Applicant as a Mint Dealer, the Applicant will be legally bound by, and must comply in all respects with, the Domestic Wholesale Terms of Trade as amended from time to time, from the date the Mint notifies the Applicant that it has been approved as a Mint Dealer.
5. The Applicant acknowledges that the Mint may notify the Applicant of changes to the Domestic Wholesale Terms of Trade at any time. The Applicant must comply with the amended Domestic Wholesale Terms of Trade within 14 days from the Mint's notification of such or such other period as specified by the Mint.
6. The Applicant acknowledges that it has read and understood the Mint Dealer Website Terms and Conditions of Use (available on the internet at www.ramint.gov.au/designs/dealers/enquiries/DomesticDocs/Mint_Dealer_Website_Terms_and_Conditions_of_Use_27012012.pdf) and the Wholesale Network Copyright Policy (available on the internet at www.ramint.gov.au/designs/dealers/enquiries/DomesticDocs/Wholesale_Network_Copyright_Policy_27012012.pdf).
7. The Applicant acknowledges and agrees that if the Mint approves the Applicant as a Mint Dealer, the Applicant must comply in all respects with:
 - a. Mint Dealer Website Terms and Conditions of Use as amended from time to time, and
 - b. Wholesale Network Copyright Policy as amended from time to timefrom the date the Mint notifies the Applicant that it has been approved as a Mint Dealer.
7. For the purposes of approval and maintenance of its Mint Dealer status, the Mint Dealer represents and warrants that:
 - a. it is a registered business or company and has an ABN; and
 - b. it is operating, or intends to operate, as one or both of the following:
 - i. a bona fide retailer of Mint Products to the general public; or

- ii. a bona fide seller of Mint Products to numismatic coin retailers.
8. The Mint Dealer will immediately inform the Mint of any change in the matters set out in clause 8 of this Deed of Agreement or disclosed under the Mint Dealer Application and acknowledges that any change to these matters or inaccuracy discovered in the Mint Dealer Application will give the Mint the right to suspend or terminate its Mint Dealer status in accordance with clause 30, 31, 32, or 33 of this Deed of Agreement.
9. The Mint Dealer consents to receive any official notices from the Mint electronically via the Mint Dealer Website from the date on which it receives access to the Mint Dealer Website, and agrees that all such electronic notices satisfy any legal requirement of the Mint to notify the Mint Dealer of any matter. The Mint shall also notify the Mint Dealer by email that the Mint has issued an official notice on the Mint Dealer Website.
10. A Mint Dealer will be taken to have accepted an Order Confirmation where the Mint Dealer has not notified the Mint in writing of its rejection of the Order Confirmation (in whole or in part):
 - a. within two (2) business days from the issuance of the Order Confirmation by the Mint; or
 - b. prior to dispatch of the Order to the Mint Dealer, whichever is the earlier.
11. Acceptance of an Order Confirmation by a Mint Dealer will constitute acceptance of the wholesale prices set out in the Order Confirmation unless otherwise agreed in writing by the Mint.
12. The Mint Dealer's liability to pay for the Ordered Products will not:
 - a. be offset, reduced or affected in any way as a result of any returns of, or credits or rebates relating to, the Ordered Products, unless otherwise agreed in writing by the Mint; or
 - b. be affected by the suspension or termination of the Mint Dealer's status as a Mint Dealer or its Mint Dealer Account, unless otherwise agreed in writing by the Mint.
13. The Mint will notify the Mint Dealer of the expected timeframe for delivery of the Ordered Products, but the Mint is under no obligation to ensure delivery by that date.
14. The Mint retains title to the Ordered Products until delivery to the Agreed Delivery Address or collection of the Ordered Products by the Mint Dealer or its duly authorised representative from the Agreed Delivery Address, whichever is the earlier, at which time, provided that payment for the Ordered Products is received by the Mint within the agreed timeframe for payment, title to the Ordered Products will be transferred to the Mint Dealer.
15. The Mint Dealer accepts the risk of loss or damage to the Ordered Products from the time that the Ordered Products are delivered or collected under clause 15 of this Deed of Agreement and will indemnify the Mint for any such loss or damage between the time of delivery or collection of the Ordered Products and the time at which title to the Ordered Products is transferred to the Mint Dealer.
16. The Mint Dealer will ensure that it has appropriate insurance coverage to compensate the Mint under clause 16 of this Deed of Agreement in the event of loss or damage to the Ordered Products unless otherwise agreed in writing by the Mint.
17. Subject to the Mint being liable to replace any Ordered Products that are lost in transit to the Agreed Delivery Address or to the Mint being liable to refund the Mint Dealer's payment to the Mint (less Handling and Delivery Charges) for the Ordered Products that are lost in transit to the Agreed Delivery Address that cannot be replaced due to lack of stock, the Mint will not otherwise be liable in any manner whatsoever for any costs incurred or losses suffered (including but not limited to loss of business profits, business interruption and loss of opportunity) arising directly or indirectly from lost deliveries of Ordered

Products.

18. If Ordered Products received by a Mint Dealer are defective or damaged upon delivery by the Mint, the Mint Dealer may return the Ordered Products to the Mint within a timeframe agreed by the Mint, and must notify the Mint in writing of the defective or damaged Ordered Products as soon as reasonably possible after the Mint Dealer is aware of such defective or damaged products provided however that such notification must not occur any later than 12 months from delivery of the Ordered Products to the Mint Dealer. The Mint Dealer must comply with any reasonable requests by the Mint for further information in relation to the defective or damaged Ordered Products. Mint expressly excludes any liability for consequential loss, incidental or indirect damages (including but not limited to damages for loss of business profits, business interruption and loss of opportunity) due to a defect of the product or resulting from returned products that cannot be replaced due to lack of stock. Where the law precludes such exclusion and implies certain conditions and warranties into this Deed of Agreement, the liability of the Mint for breach of such condition or warranty shall be limited, to the amount paid by the Mint Dealer in respect of the Ordered Product that is affected.
19. If the Mint accepts that the Ordered Products are defective or damaged upon delivery by Mint and the Mint Dealer returns those Ordered Products to the Mint, the Mint will:
 - a. if the Mint has existing stock suitable for replacement – replace the Ordered Products that are affected or otherwise – credit the account of the Mint Dealer for the amount paid by the Mint Dealer in respect of the Ordered Products that are affected; or
 - b. send replacement components if the core item is not damaged or defective, at which time title to those Ordered Products is transferred to the Mint.
20. If the Mint accepts that the Ordered Products are defective or damaged upon delivery by the Mint, the Mint Dealer must bear the cost of returning the affected Ordered Products and pay the Mint for any Handling and Delivery Charges associated with the replacement of the affected Ordered Products.
21. The warranty set out in clause 19 and 20 of this Deed of Agreement is the Mint Dealer's sole remedy in respect of any Ordered Products that are damaged or defective.
22. To the maximum extent permitted by law, the Mint Dealer acknowledges and agrees that:
 - a. subject to clause 19 of this Deed of Agreement, all Ordered Products purchased by the Mint Dealer are purchased on a 'no returns' basis and without warranties of any kind, either express or implied (including but not limited to warranties of merchantability or fitness for a particular purpose); and
 - b. subject to clause 18 and 33 (a(ii)), payments made by the Mint Dealer to the Mint are not refundable unless otherwise specifically agreed in writing by the Mint.
23. While the Mint will endeavour to ensure that information provided to the Mint Dealer in relation to Mint Products (including without limitation the Mint Product Information Sheets, Dealer Notices, Schedule of Fees, Wholesale Discount Rates, the Order Form and the Mint's promotional material) is accurate and current, the Mint makes no representations and gives no warranties that such information is accurate, complete, reliable, current, error free or appropriate for any particular purpose.
24. The Mint Dealer acknowledges and agrees that any information provided to it by the Mint in connection with Mint Products is subject to change without notice and that such information may change before the acceptance of an Order by the Mint.
25. To the maximum extent permitted by law, the Mint will not be liable to the Mint Dealer whether in contract, tort, equity or otherwise, for any loss, liability, cost, damage or injury of any kind whatsoever incurred or suffered by the Mint Dealer arising directly or indirectly from or in connection with a Mint Product, an Order, the Schedule of Fees, the Wholesale Discount Rates, Mint Product Information Sheets, Dealer Notices, the Mint's promotional

material or the Domestic Wholesale Terms of Trade.

26. The Mint Dealer indemnifies the Mint from and against any:
 - a. cost or liability incurred by the Mint (including without limitation the cost of corrective advertising);
 - b. loss of or damage to property of the Mint; or
 - c. loss or expense incurred by the Mint in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Mint, arising directly or indirectly from either:
 - i. a breach by the Mint Dealer of the Domestic Wholesale Terms of Trade; or
 - ii. an act or omission involving fault on the part of the Mint Dealer or its Personnel in connection with Mint Products, Mint Material or the Domestic Wholesale Terms of Trade.
27. The Mint Dealer's liability to indemnify the Mint under clause 27 of this Deed of Agreement will be reduced proportionately to the extent that any act or omission involving fault on the part of the Mint or its Personnel contributed to the relevant cost, liability, loss, damage or expense.
28. The right of the Mint to be indemnified under clause 27 and 28 of this Deed of Agreement is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Mint is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.
29. The Mint may at its discretion suspend or terminate the Mint Dealer's status as a Mint Dealer and its Mint Dealer Account by notice in writing to the Mint Dealer if:
 - a. the Mint Dealer breaches any provision of the Domestic Wholesale Terms of Trade or this Deed of Agreement;
 - b. the Mint Dealer fails to comply with any relevant policies, instructions or directions of the Mint in accordance with the Domestic Wholesale Terms of Trade;
 - c. the Mint Dealer fails to pay an amount due to the Mint by the relevant date;
 - d. the Mint Dealer:
 - i. *being a corporation* – comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001* (Cth) or equivalent law, or has an order made against it for the purpose of placing it under external administration; or
 - ii. *being an individual* – becomes bankrupt or enters into a scheme of arrangement with creditors.
 - e. the Mint Dealer, in the Mint's reasonable opinion, engages in any act, or allows any act within its control to be done, which does or will in any way harm, impair or adversely affect the reputation of the Mint or the Mint Products;
 - f. the Mint considers, in its absolute discretion, that the Mint Dealer's status as Mint Dealer and the continued operation of its Mint Dealer Account is not in the best interests of the Mint or the Commonwealth of Australia; or
 - g. policy or machinery of Australian government changes necessitate the suspension or termination of the Mint Dealer's status as a Mint Dealer and its Mint Dealer Account.
30. If the Mint suspends the Mint Dealer's status as a Mint Dealer and its Mint Dealer Account under clause 30 of this Deed of Agreement, the suspension will be effective immediately for the period specified in the notice given to the Mint Dealer under that clause and may be subject to conditions notified in writing by the Mint to the Mint Dealer.
31. If the Mint terminates the Mint Dealer's status as a Mint Dealer and its dealer Account under clause 30, the termination will be effective immediately upon valid notice.
32. As a result of any suspension or termination under clause 30 of this Deed of Agreement:
 - a. the Mint may:
 - i. refuse to accept any Orders made by the Mint Dealer; and

- ii. cancel delivery of any Ordered Products for which payment has not been received in full by the Mint and refund any partial payment received from the Mint Dealer (less any handling or administration fees or out of pocket expenses or fees incurred by the Mint)
 - iii. automatically revoke any licences granted by the Mint in favour of the Mint Dealer, unless otherwise agreed in writing by the Mint;
 - iv. suspend or terminate access to the Mint Dealer Website including cancelling any corresponding user names and passwords; and
- b. the Mint Dealer must:
- i. if directed by the Mint, return any Mint Material to the Mint, within a timeframe specified by the Mint;
 - ii. if directed by the Mint, destroy any material containing the Mint Material, within a timeframe specified by the Mint;
 - iii. if directed by the Mint, retract or recall all advertising material that expressly or impliedly represents that the Mint Dealer has Mint Dealer status;
 - iv. not represent either directly or indirectly that the Mint Dealer has Mint Dealer status; and
 - v. comply with any reasonable directions of the Mint.
33. The Mint Dealer will not be entitled to any compensation whatsoever if the Mint exercises its rights to suspend or terminate the Mint Dealer's status as a Mint Dealer and the Mint Dealer Account under clause 30, 31, 32 or 33 of this Deed of Agreement.
34. Subject to any contrary term in the Domestic Wholesale Terms of Trade or this Deed of Amendment, the Applicant agrees that:
- a. it may terminate this Deed by giving no less than 14 days prior written notice to the Mint; and
 - b. the Mint may terminate this Deed by giving no less than 90 days prior written notice to the Applicant.

EXECUTED as a Deed on: _____ day of _____ 20.....

SIGNED, SEALED AND DELIVERED for and on behalf of :

[full name and ACN of company] : _____

in accordance with section 127 of the Corporations Act 2001 by:

 Name of Director*
 Director*

Signature of

 Name of Director/Secretary**

*Signature of Director/Secretary***

In the presence of:

Name and title of witness

Signature of witness

* Add '(Sole)' if a sole director /trader company and delete the Director / Secretary signature block
** Delete whichever is not applicable.