



Australian Government

Royal Australian Mint

Retail Terms and Conditions of Trade

For the sale of Royal Australian Mint Investment Product(s)

As at October 2022

In 2020, the Royal Australian Mint added a new business line – Investment Product(s) - to its range of minted Product(s) for sale. Customers should read these Terms and Conditions carefully as Investment Product(s) differ in nature, pricing and conditions of sale from other Mint Product(s).

1. Who may purchase Investment Product?

Individuals may purchase Investment Product(s) on a retail basis. For purchases of \$5,000 or more, individuals must satisfy identification and verification requirements under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

Sole traders, a company or a person buying on behalf of/as part of a partnership, trust, incorporated association etc. may also purchase Investment Product(s) as a retail customer. For purchases of \$5,000 or more, purchasers must supply details of the organisation and relevant individual(s) in the organisation for identification and verification as required under Australian law.

The Mint reserves the right to request that any customer seeking to purchase Investment Product(s) satisfy the identification and verification requirements. Failure to provide the requested information may result in the Mint's refusal to supply Investment Product(s) to the customer.

In order for the Mint to meet its anti-money laundering and counter-terrorism financing (AML/CTF) obligations, the customer acknowledges and agrees (despite any other provision of these Terms) that:

- a) transactions may be delayed, blocked or refused where the Mint has reasonable grounds to believe that they breach Australian law or the law of any other country;
- b) the Mint may from time to time require additional information from you in relation to these terms and conditions to assist us in meeting our regulatory compliance obligations;
- c) where legally obliged to do so, the Mint may disclose information gathered in connection with these terms and conditions to regulatory and/or law enforcement agencies; and
- d) the customer must not initiate, engage in or effect a transaction that may be in breach of Australian law (or law of any other country).

The customer agrees to notify the Mint of any past, current or known proposed regulatory action undertaken/ to be undertaken against them by the Australian Transaction Reports and Analysis Centre (AUSTRAC) or an equivalent non-Australian AML/CTF regulator whether in relation to your purchase of Mint Products or other AML/CTF issues.

In addition, customers agree to notify the Mint of any material change in circumstances which may have an AML/CTF consequence, including but not limited to a change in ownership, a change in beneficial ownership, or a change in director or other officeholder.

Each customer must have an Australian address to which the Investment Product(s) will be delivered as the Mint will not ship Investment Product(s) outside Australia regardless of whether the customer is an Australian citizen or not. Customers wishing to purchase Investment Product(s) for shipping to a non-Australian address should be directed to the Mint's authorised international distributors, a list of which is published on the Mint's website: <https://www.ramint.gov.au/international-distributors>.

2. Prices

Prices of Investment Product(s); manufactured and offered for sale by the Mint; are based predominantly on the value of their precious metal content, typically gold or silver, plus a *premium*. Mint Investment Product(s) are GST-free and customers do not pay GST on top of the purchase price.

Precious metal content is priced according to the international spot price for gold or silver applied at the time the Investment Product(s) are purchased. The customer agrees to the price when placing the order. For this reason, telephone calls with Mint customers are recorded when precious metal prices are agreed. The prices are further confirmed when Sales Order Acknowledgements are sent to customers.

The *premium* is a minimal price mark-up by the Mint to cover the cost of fabrication and sale and is in addition to the metal price.

All prices are in Australian dollars. The monetary values referred to in this document are also Australian dollars.

3. How to purchase a Mint Investment Product

- Call the Mint's Contact Centre (1300 652 020) and indicate that you are interested in purchasing an Investment Product.
- You will be transferred to an Investment Product salesperson who will be able to clarify any questions you may have regarding sales, identification or verification.
- The call will be recorded so that the metal price may be confirmed at the point of order and as proof of the sale.
- Please note that a binding sales agreement is made once you place an order based on the agreed metal price. From the moment the order is placed, you assume all benefits / risks of metal price movements.
- If the Mint has advised you to provide identification, please proceed to **Identification and Verification (5)**. Upon completion of verification, the Mint will contact you in relation to **Payment (4)** and **Delivery (6)**.
- If the Mint has confirmed that identification is not required, please pay for your purchase in accordance with the terms at **Payment (4)** and the Mint will deliver the goods in accordance with **Delivery (6)**.

4. Payment

- Visa, MasterCard and Amex cards issued in the name of the customer may be accepted as payment. Credit Card payments will be processed at the time of purchase.
- Cheques, money orders and other forms of payment are not accepted.
- Part payments or instalment payments are not accepted.
- All orders must be paid for in full and, where required, an Application Form and certified identification documents must be received and approved by the Mint before the Investment Product(s) leave the Mint.

5. Identification and Verification

- Request an identification form from the Contact Centre (1 300 652 020) or eshop@ramint.gov.au to be posted or e-mailed to you.
- Complete the Application Form and provide a minimum of 100 points of identification.
- Take the original documents and copies of the documents to a Justice of the Peace or an authorised person from the following list to certify the copies as “True Copies”: <https://www.ag.gov.au/legal-system/statutory-declarations/who-can-witness-your-statutory-declaration>.
- Sign the Application Form and have your signature witnessed by the authorised person.
- Return the Application Form and copies of certified documents to Royal Australian Mint, Locked Bag 31, Kingston ACT 2604 or by email to eshop@ramint.gov.au.

6. Delivery

A fee of \$10.00 is charged for each delivery of Investment Product(s) regardless of quantity or value.

The Mint endeavours to dispatch Investment Product(s) within 10-14 business days from the placement of the order via telephone.

Delivery of Mint Product, including Investment Product(s), is by Registered Post. For deliveries to an address other than a PO Box, the customer will be asked to sign for the parcel. If the customer is not present for delivery, the parcel will be taken to a local Post Office for collection. The Mint strictly advises customers to **not** authorise Australia Post and other couriers to leave their parcel(s) shipped from the Mint in a ‘safe place’. If the ‘Safe Drop’ or ‘leave in a safe place’ option has been selected by the customer, loss or theft of, or damage to, the parcel will be the sole responsibility of the customer.

In the event of the customer refusing delivery, or not collecting the parcel from the Post Office within Australia Post’s stipulated collection timeframe, this will result in the return of the parcel to the sender (the Mint).

The items in the parcel will not be accepted as a return under any circumstances.

7. Warranty and Returned Goods Policy

The Mint warrants that Product(s) will comply in all material respects with the product specifications advertised and will be free from material defects.

The customer is entitled to a replacement or refund for the **major failure** of a product (see the Mint’s Warranty & Returned Goods Policy at <https://eshop.ramint.gov.au/warranty-returned-goods-policy>).

Investment Product(s) are excluded for return or refund for “change of mind.”

8. Other

Purchase of Investment Product(s) will not count towards a Mint Legends member's annual spend.

As stated on Legends Gift Vouchers, gift vouchers cannot be used as payment for Investment Product(s).

The images of Investment Product(s) on the Mint's website are for illustration purposes only. Product colours may vary slightly when viewed on different devices and settings and may not be exact representations of the actual product.

Disclaimer: *The Mint and its management and employees are not registered investment advisors and do not give investment or financial advice. During a sales call, we may explain the benefits of the Mint's Investment Product(s) but at no time should these comments be taken as a recommendation in relation to purchasing or selling of Investment Product(s).*

The Mint reserves the right to modify prices and terms in relation to Investment Product(s) and to communicate any changes through the Mint's website www.ramint.gov.au.