



**Australian Government**

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**Royal Australian Mint**

Domestic Wholesale Terms of Trade

## DOMESTIC WHOLESALE TERMS OF TRADE

### 1. Interpretation

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#### 1.1. Definitions

In these Domestic Wholesale Terms of Trade, unless the context indicates otherwise:

<b>Applicant</b>	means the entity described as 'the Applicant' in the Mint Dealer Application
<b>Agreed Delivery Address</b>	the address for delivery or collection of the Ordered Products as nominated in an Order or subsequently agreed in writing by the parties
<b>Application for Permission to Use or Reproduce Logos and / or Australian Currency Coin Designs</b>	means the request form, as amended from time to time, which must be completed to obtain permission to use the Mint Logo or a Similar Logo or and Australian currency coin design. A copy of the Request Form is attached to the Copyright Policy
<b>Business Day</b>	in relation to the doing of an action in a place means any day other than a Saturday, Sunday or public holiday in that place
<b>Confidential Information</b>	means any information of, or provided by, the Mint to the Mint Dealer that: a. is by its nature confidential b. is designated by the Mint as confidential or c. the Mint Dealer knows or ought to know is confidential  but does not include information which: d. the Mint Dealer can demonstrate by documentary evidence was independently developed or acquired by the Mint Dealer
<b>Copyright Policy</b>	means the Mint's Wholesale Network Copyright Policy, as amended from time to time, a copy of which is available on the internet at <a href="#">WWW.....</a>
<b>Dealer Notice</b>	means a notice issued, or posted on the Mint Dealer Website, to Mint Dealers by the Mint
<b>Embargo Period</b>	means the period during which Embargoed Material is confidential and must not be disclosed or communicated to third parties
<b>Embargoed Material</b>	means Mint Material which is expressly or impliedly identified as material under embargo and which may not be disclosed or communicated to third parties

	during the Embargo Period
<b>Handling and Delivery Charges</b>	means any handling and delivery charges for Mint Products that are notified to Mint Dealers by the Mint, including those relating to packaging, freight, handling and insurance, and any credit card or other bank transaction fees
<b>Intellectual Property</b>	includes: <ul style="list-style-type: none"> <li>a. all copyright (including rights in relation to phonograms and broadcasts)</li> <li>b. all rights in relation to inventions, trademarks (including service marks) and designs and</li> <li>c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields</li> </ul> but does not include: <ul style="list-style-type: none"> <li>d. the moral rights of an author of copyright material, including the right of attribution of authorship, the right of integrity and the right not to have authorship falsely attributed</li> <li>e. the personal rights of performers or</li> <li>f. rights in relation to Confidential Information</li> </ul>
<b>Material</b>	includes the subject matter of any category of Intellectual Property rights
<b>Mint</b>	means the Commonwealth of Australia as represented by the Royal Australia Mint (ABN 45 852 104 259) and includes any department or agency of the Commonwealth of Australia which is from time to time responsible for administering these Domestic Wholesale Terms of Trade
<b>Mint Dealer</b>	means an entity approved in writing by the Mint to be an authorised retailer of Mint Products
<b>Mint Dealer Account</b>	means the account which the Mint creates for the Mint Dealer once its Mint Dealer status has been approved
<b>Mint Dealer Application</b>	means the application submitted by the Applicant to the Mint requesting to become a Mint Dealer using the form entitled "Mint Dealer Application" - which is set out at Schedule 1 and available on the internet at <a href="#">www.....</a>
<b>Mint Dealer Website</b>	means the Mint's Dealer Website that the Mint may allow a Mint Dealer or other authorised party to access for the purpose of obtaining information about Mint Dealership and Mint Products, and purchasing Mint Products (if applicable)

<b>Mint Dealer Website Terms and Conditions of Use</b>	means the terms and conditions of use relating to the Mint Dealer Website to which a Mint Dealer must agree before accessing the Mint Dealer Website, as amended from time to time. The Mint Dealer Website Terms and Conditions of Use are available on the internet at <a href="#">www.....</a>
<b>Mint Material</b>	means any Material or information of the Mint, (including without limitation Mint Product Information Sheets, Dealer Notices, Confidential Information, promotional material and images) which is provided to the Mint Dealer by the Mint or Mint Personnel or is otherwise in the possession of the Mint Dealer
<b>Mint Product</b>	means a product produced and offered for sale by the Mint
<b>Mint Product Information Sheet</b>	means an information sheet which is produced by the Mint for Mint Dealers which contains information about a Mint Product (including but not limited to the information about minimum order quantities, recommended retail price, Embargoed Material, Embargo Period, allocations or stock limitations and other information relating to a Mint Product )
<b>Mint's Logo</b>	any logo used by the Royal Australian Mint, including the Australian Coat of Arms, to identify the Royal Australian Mint
<b>Nominated Trading Name</b>	means the Mint Dealer's nominated trading names set out in the Mint Dealer Application or as otherwise subsequently approved in writing by the Mint
<b>Order</b>	means an order in writing for the purchase and supply of Mint Products placed by the Mint Dealer in accordance with these Domestic Wholesale Terms of Trade
<b>Order Confirmation</b>	means the written confirmation of the Mint's acceptance of an Order in whole or in part setting out the details of the Order accepted, including, without limitation: the quantity of Mint Products that the Mint will supply to the Mint Dealer, the amount due in respect of the Order (based on the Schedule Fees for the Ordered Products including any discounts plus any Handling and Delivery Charges), the date by which payment must be received, the Agreed Delivery Address, and the expected delivery date for the Order

<b>Order Form</b>	means the order form specified by the Mint for use when placing an Order for a Mint Product, as amended from time to time. A sample Order Form is available on the internet at <a href="#">www.....</a>
<b>Ordered Product</b>	means a Mint Product which is the subject of an Order which has been accepted by the Mint in accordance with clause 3.3
<b>Order Rejection Notification</b>	means the written rejection of an Order by the Mint
<b>Personal Information</b>	has the same meaning as the term 'personal information' in the <i>Privacy Act 1988</i> (Cth)
<b>Personnel</b>	means an entity's officers, employees, agents, contractors or professional advisers
<b>Queen's Effigy</b>	means any effigy or representation of the Queen's image appearing on coins
<b>Recommended Retail Prices</b>	means the recommended retail prices for Mint Products that are notified to Mint Dealers by the Mint
<b>Schedule of Fees</b>	means the Mint's schedule of fees or charges applicable to the sale of Mint Products to Mint Dealers, as amended from time to time
<b>Similar Logo</b>	means a logo that is similar to the Mint's logo, such that it could lead a person to mistakenly believe that the Similar Logo is the Mint's Logo or that a Mint Dealer is part of, or has an official connection with, the Mint or the Commonwealth
<b>Tax Invoice</b>	means a 'tax invoice' as defined in <i>A New Tax System (Goods and Services Tax) Act 1999</i>
<b>Wholesale Discount Rates</b>	means the discount rates, as updated from time to time, which are applied to purchases of Mint Products by Mint Dealers and which vary according to the quantity of Mint Products purchased by a Mint Dealer in the immediately preceding financial year. The current rates are available on the internet at <a href="#">www.....</a>

## 1.2. Interpretation

- 1.2.1. These International Wholesale Terms of Trade form part of, and must be read in conjunction with, the Mint Dealer Application set out in Schedule 1. If there is any inconsistency between these Domestic Wholesale Terms of Trade and any other document incorporated by reference or in Schedule 1, 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) Schedule 1

- 1.2.2. In these Domestic Wholesale Terms of Trade, unless the contrary intention appears:
- a. words importing a gender include any other gender;
  - b. words in the singular include the plural and words in the plural include the singular;
  - c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
  - d. words importing a person includes a partnership and a body whether corporate or otherwise;
  - e. a reference to dollars is a reference to Australian dollars;
  - f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
  - g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
  - h. a reference to writing means any representation of words, figures or symbols, whether or not in a visible form, that is capable of being rendered in a visible form.
- 1.2.3. Any reading down or severance of a particular provision does not affect the other provisions of these Domestic Wholesale Terms of Trade.

## **2. Mint Dealer arrangement**

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### **2.1. Mint Dealer Application requirements**

- 2.1.1. A complete application for Mint Dealer status and a Mint Dealer Account must contain the following documents:
- a. Mint Dealer Application;
  - b. Applicant Details;
  - c. Applicants Trade Referees;
  - d. Acknowledgement and Consent Form;
  - e. DEED OF AGREEMENT in respect of Mint Dealer Application; and
  - f. Any other documents requested by the Mint in its absolute discretion.

### **2.2. Approval of Mint Dealer status**

- 2.2.1. If the Mint determines in its absolute discretion that the Applicant meets its requirements to become a Mint Dealer, the Mint will formally approve the Applicant's Mint Dealer status by notice in writing sent to the Applicant.

- 2.2.2. 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 (if Australian) or equivalent registration (if not located within Australia); and
  - b. it is operating, or intends to operate, as one or both of the following:
    - a. a bona fide retailer of Mint Products to the general public; or
    - b. a bona fide seller of Mint Products to numismatic coin retailers.
- 2.2.3. The Mint Dealer will immediately inform the Mint of any change in the matters set out in clause 2.2.2 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 9.
- 2.2.4. If any of the matters set out in clause 2.2.2 or the details disclosed as part of the Mint Dealer Application change at any time, the Mint Dealer must lodge a new Mint Dealer Application for approval by the Mint.
- 2.2.5. Any new Mint Dealer Application made under clause 2.3.4 must be sent in writing to the Wholesale Liaison Manager.
- 2.2.6. Mint Dealer Accounts will be suspended temporarily until changes to the Mint Dealer's status are considered.

### **2.3. Mint Dealer Account**

- 2.3.1. The Mint will create a Mint Dealer Account for the Mint Dealer after the Mint has formally approved its Mint Dealer status.
- 2.3.2. The Mint Dealer must obtain the Mint's prior approval of any trading name other than its Nominated Trading Names under which it proposes to sell Mint Products. If the Mint approves a trading name for the purposes of the Mint Dealer Account, that name becomes one of the Mint Dealer's Nominated Trading Names.
- 2.3.3. The Mint Dealer must not sell Mint Products under a trading name other than its Nominated Trading Names.
- 2.3.4. The Mint Dealer acknowledges that it will be bound by these Domestic Wholesale Terms of Trade irrespective of the Nominated Trading Name used by it.
- 2.3.5. The Mint Dealer Account will enable the Mint Dealer to order products from the Mint at the Recommended Retail Price less the assigned Wholesale Discount Rates listed for Mint Dealers on the internet at [www.....](#) (as amended from time to time) or at such other rates as may be negotiated with the Mint.

- 2.3.6. The prices paid by Mint Dealers for Mint Products will be the Recommended Retail Prices (less the Wholesale Discount Rates as noted on the internet at [www.....](#) ) plus any Handling and Delivery Charges.
- 2.3.7. Subject to clause 2.3.8, Mint Dealers are required to make payment in advance for any Mint Products ordered from the Mint.
- 2.3.8. Upon application by a Mint Dealer, the Mint may in its absolute discretion give approval for a Mint Dealer:
- a. to have an initial credit limit of an amount to be specified by the Mint which the Mint Dealer can use to purchase Mint Products; or
  - b. to have the Mint Dealer's credit limit increased,
- provided that:
- c. the Mint Dealer acknowledges that the Mint will not ordinarily give a Mint Dealer an initial credit limit until at least one (1) year after a Mint Dealer Account is created; and
  - d. the Mint will at all times have the right to revoke or decrease the Mint Dealer's credit limit upon the giving of 14 days notice to the Mint Dealer or to refuse to accept credit, or change, at its discretion, discount rates and product allocations under this arrangement in relation to any particular Order placed by the Mint Dealer.
- 2.3.9. For the avoidance of doubt, the Mint Dealer Account:
- a. is non-transferable; and
  - b. must only be used in connection with the Nominated Trading Name.
- 2.3.10. Within 30 days from the signing of the Deed of Agreement in respect of the Mint Dealer Application or such other period as agreed between the parties, the Mint Dealer must provide an email address for receipt of notices under clause 10.8.

#### **2.4. Mint Dealer Website**

- 2.4.1. Mint Dealers may apply for access to the Mint Dealer Website by completing the online form for access to the Mint Dealer Website, details of which can be found at – [www.ramint.gov.au/dealers](#).
- 2.4.2. If access to the Mint Dealer Website is approved, the Mint will notify Mint Dealers by email of the acceptance and verify the user name and password for accessing the Mint Dealer Website.
- 2.4.3. Mint Dealers consent to receive any official notices from the Mint electronically via the Mint Dealer Website from the date on which they receive access to the Mint Dealer Website, and agree that all such electronic notices satisfy any legal requirement of the Mint to notify Mint Dealers of any matter. The Mint shall also notify Mint Dealers by email that the Mint has issued an official notice on the Mint Dealer Website.



- 2.4.4. Mint Dealers are responsible for updating their details as captured or displayed on the Mint Dealer Website and their email address for correspondence with the Mint.
- 2.4.5. In accessing and using the Mint Dealer Website, Mint Dealers agree to comply with the Royal Australian Mint Dealer Website Terms and Conditions of Use available on the internet at [www.....](#)
- 2.4.6. Mint Dealers acknowledge that:
- a. the Mint Dealer Website may not be available at all times or at all; and
  - b. the Mint may suspend or terminate access to the Mint Dealer Website where a Mint Dealer's status as a Mint Dealer or its Mint Dealer Account has been suspended or terminated in accordance with clause 9 of these Domestic Wholesale Terms of Trade,
- and in such circumstances, Mint Dealers will not have any claim for compensation whatsoever against the Mint.

### **3. Purchasing Mint Products**

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#### **3.1. Issuance of Mint Product Information Sheets**

- 3.1.1. The Mint will endeavour to issue a Mint Product Information Sheet to Mint Dealers approximately four (4) weeks prior to the general release of a Mint Product.
- 3.1.2. The Mint is not required to offer all products that it manufactures or commissions for sale to Mint Dealers.
- 3.1.3. The Mint reserves the right to sell, or have advertised for sale, Mint products before they are offered to Mint Dealers.

#### **3.2. Ordering Mint Products**

- 3.2.1. A Mint Dealer may submit an Order to the Mint for Mint Products (including those described in Mint Product Information Sheets) using the current Order Form.
- 3.2.2. All Orders for Mint Products must:
- a. be in writing using the official/approved Order Form and sent by ordinary mail, facsimile or email, or where applicable, made via the Mint Dealer Website;
  - b. be sent by a person duly authorised by the Mint Dealer to place the Order; and
  - c. clearly indicate:
    - i. the Mint Product that is being ordered by product number (where product numbers are available);
    - ii. the quantity of the Mint Product that is being ordered; and

iii. the delivery or pick up address for the Mint Products on the Order.

3.2.3. The Mint Dealer must not submit an Order on behalf of, or for the benefit of, any other party (excluding any bona fide customer of the Mint Dealer).

### **3.3. Processing of Orders**

3.3.1. The Mint Dealer must allow a minimum period of three (3) Business Days for any Order to be processed by the Mint.

3.3.2. Following receipt of an Order from the Mint Dealer, the Mint will process the Order and notify the Mint Dealer in writing through the issuance of an Order Confirmation or an Order Rejection Notification (as appropriate) of its:

- a. acceptance of the Order in its entirety;
- b. rejection of the Order in its entirety;
- c. acceptance of the Order in part; or
- d. acceptance of the Order subject to specified conditions.

3.3.3. The Mint may reject, or partially or conditionally accept, an Order, in its absolute discretion.

3.3.4. An Order Confirmation or an Order Rejection Notification will be issued to the Mint Dealer via the same mode of delivery as that used by the Mint Dealer when placing the Order or any other mode of delivery specified in the Order placed by the Mint Dealer provided that the form of notice is acceptable under clause 10.8.1.

3.3.5. The Mint may, but is not obliged to, provide reasons to the Mint Dealer for any rejection, or partial or conditional acceptance of the Order.

3.3.6. For the avoidance of doubt, the Mint is under no obligation to supply any Mint Products to the Mint Dealer unless the Mint Products are specified in an Order placed by the Mint Dealer and that Order is accepted by the Mint in accordance with this clause 3.3.

3.3.7. 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.

### **3.4. Payment for Orders**

3.4.1. Where the Mint accepts an Order in accordance with clause 3.3.2, it will issue the Mint Dealer with an Order Confirmation

- 3.4.2. 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.
- 3.4.3. Payments must be received in full for any amount payable over the Mint Dealer's credit limit prior to dispatch of the Ordered Products unless prior arrangements have been approved in writing by the Mint.
- 3.4.4. 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.

### **3.5. Taxes, duties and government charges**

- 3.5.1. Except as provided by this clause 3.5, the Mint Dealer must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with any Order or these Domestic Wholesale Terms of Trade.
- 3.5.2. The following terms have the meanings respectively given to them in the A New Tax System (Goods and Services Tax) Act 1999: 'consideration', 'GST', 'input tax credit', 'supply' and 'taxable supply'.
- 3.5.3. Unless otherwise indicated, the fees and all other consideration for any supply made under any Order or these Domestic Wholesale Terms of Trade is exclusive of any GST imposed on the supply.
- 3.5.4. If the Mint makes a taxable supply to the Mint Dealer under any Order or these Domestic Wholesale Terms of Trade, on receipt of a Tax Invoice from the Mint, the Mint Dealer must pay without off set an additional amount to the Mint equal to the GST imposed on the supply in question.
- 3.5.5. No party may claim from the other party under any Order or these Domestic Wholesale Terms of Trade any amount for which the first party may claim an input tax credit.

### **3.6. Method of payment**

- 3.6.1. The Mint Dealer may pay for Ordered Products in full by cash, cheque, direct debit, electronic deposit or credit card approved by the Mint. Credit card payments will incur standard fees as set by respective banking institutions from time to time for the invoiced amount.

### **3.7. Delivery of Ordered Products**

- 3.7.1. The Mint will endeavour to deliver Ordered Products to the Agreed Delivery Address within ten (10) Business Days from the date that an Order Confirmation is issued by the Mint.

- 3.7.2. The Mint will notify the Mint Dealer of the expected timeframe for delivery of the Ordered Products in accordance with clause 3.7.1, but the Mint is under no obligation to ensure delivery by that date.
- 3.7.3. The Ordered Products will be packed in standard packed quantities and will be delivered in one consignment.
- 3.7.4. If the Mint Dealer requests that Ordered Products be delivered in more than one consignment or in quantities other than the Mint's standard packed quantities the Order may be subject to an additional 'packaging and dispatch fee'.

## **4. Terms relating to Mint Products**

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### **4.1 Transfer of title and risk**

- 4.1.1 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.
- 4.1.2 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 4.1.1 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.
- 4.1.3 The Mint Dealer will ensure that it has appropriate insurance coverage to compensate the Mint under clause 4.1.2 in the event of loss or damage to the Ordered Products unless otherwise agreed in writing by the Mint.
- 4.1.4 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.

### **4.2 Limited Mint Product warranty**

- 4.2.1 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 these Domestic Wholesale Terms of Trade, 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.

4.2.2 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.

4.2.3 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.

4.2.4 The warranty set out in clause 4.2.1 and 4.2.2 is the Mint Dealer's sole remedy in respect of any Ordered Products that are damaged or defective.

4.2.5 To the maximum extent permitted by law, the Mint Dealer acknowledges and agrees that:

- a. subject to clause 4.2.1, 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 4.1.4 and 9.1.4 (a(ii)), payments made by the Mint Dealer to the Mint are not refundable unless otherwise specifically agreed in writing by the Mint.

### **4.3 Information about Mint Products**

4.3.1 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.

4.3.1 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.

#### **4.4 Exclusion of liability**

4.4.1 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 these Domestic Wholesale Terms of Trade.

## **5 Intellectual Property and Advertising**

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### **5.1.1 Advertising Mint Products**

5.1.2 The Mint Dealer must at all times:

- a. observe and abide by the instructions, requirements, directions, specifications and policies issued by the Mint in relation to advertisement and promotion of Mint Products; and
- b. adhere to any instructions issued by the Mint relating to the representation of Mint Products and reproduction and use of images of Mint Products or Commonwealth of Australia branding material.

5.1.3 The Mint Dealer must not engage in any act, or allow any act within its control to be done, which does or will, in the reasonable opinion of the Mint's executive or the responsible Minister, in any way harm, impair or adversely affect, the reputation of the Commonwealth, Mint or the Mint Products.

5.1.4 Subject to clause 5.1.5, the Mint Dealer must not disclose or communicate Embargoed Material provided by the Mint to any third party (including members of the public) during the Embargo Period, including for the purposes of advertising Mint Products.

5.1.5 The Embargo Period will be stated on Embargoed Material or will otherwise be notified to the Mint Dealer by the Mint.

5.1.6 The Mint Dealer may provide details of Embargoed Material to another party:

- a. solely for the purposes of organising the printing of advertising material relating to the Embargoed Material provided that the other party gives a written undertaking that they will keep the Embargoed Material confidential until the end of the Embargo Period; or

- b. with the prior written permission of the Mint and subject to such conditions or restrictions as the Mint considers appropriate in its absolute discretion.

**5.2 Use of the Mint Logo, Similar Logo, Australian currency coin design or the Queen's Effigy**

- 5.2.1 Subject to clause 5.2.2, the Mint Dealer must not use the Mint Logo or a Similar Logo, an Australian currency coin design or the Queen's Effigy in any circumstances without the prior written permission of the Mint, which permission may be subject to such conditions as the Mint considers appropriate in its absolute discretion.
- 5.2.2 Notwithstanding clause 5.2.1, the Mint shall not be obliged to provide permission under 5.2.1 and may not be able to do so where copyright in the Mint Logo, Similar Logo, Australian currency coin design or the Queen's Effigy is owned and/or administered by a party other than the Mint or the Commonwealth.
- 5.2.3 If the Mint Dealer wishes to use the Mint Logo, Similar Logo, Australian currency coin design or the Queen's Effigy, it must complete an Application for Permission to Use or Reproduce Logos and/or Australian Currency Coin Designs available on the internet at [www.....](http://www.....).
- 5.2.4 The Mint may approve or reject a request to use the Mint Logo or a Similar Logo or Australian currency coin design in its absolute discretion and subject to any terms and conditions it sees fit.
- 5.2.5 If the Mint considers that:
  - a. the Mint Dealer is using the Mint Logo, a Similar Logo, an Australian currency design or the Queen's Effigy in circumstances where there is no existing approval given for its use; or
  - b. a third party to which the Mint Dealer supplies Mint Products is using the Mint Logo, a Similar Logo, an Australian currency design or the Queen's Effigy in circumstances where there is no existing approval given for its use,the Mint may require that the Mint Dealer immediately cease, or cause the third party to cease, using that logo, Australian currency design or the Queen's Effigy or cease supplying Mint Products to that third party (as applicable) by giving notice to the Mint Dealer.
- 5.2.6 On receipt of the notice in 5.2.5 (without prejudice to any other rights the Mint may have) the Mint Dealer must if directed by the Mint:
  - a. cease to use that logo, Australian currency design and/or the Queen's Effigy and destroy all material bearing them that is in its possession, power or control;

- b. take all reasonable steps to retract material bearing that logo, Australian currency design and/or the Queen's Effigy and to destroy all such retracted material;
- c. cease to supply Mint Products to the relevant third party (as applicable);  
or
- d. undertake any other remedial acts as directed by the Mint.

5.2.7 If the Mint considers that:

- a. the Mint Dealer is using the Mint's Logo, a Similar Logo, an Australian currency design or the Queen's Effigy in contravention of any condition attached to an approval given by the Mint for its use; or
- b. a third party to which the Mint Dealer supplies Mint Products is using the Mint's Logo, a Similar Logo, an Australian currency design or the Queen's Effigy in contravention of any condition attached to an approval given by the Mint for its use,

the Mint may require that the Mint Dealer immediately cease that contravention or cease supplying Mint Products to that third party (as applicable) by giving notice to the Mint Dealer. On receipt of that notice (without prejudice to any other rights the Mint may have) the Mint Dealer must cease that contravention and take all reasonable steps required by the Mint to remedy the effects of the contravention or cease to supply Mint Products to that third party (as applicable) or undertake any such remedial acts as reasonably directed by the Mint.

### **5.3 Use of Mint Material**

5.3.1 Subject to clause 5.3.2, if the Mint provides Mint Material to the Mint Dealer, including for the purposes of assisting the Mint Dealer with advertising and promotion of Mint Products, the Mint Dealer must not use the Mint Material in a manner that is inconsistent with these Domestic Wholesale Terms of Trade, the Wholesale Network Copyright Policy and any specific conditions which are notified to it by the Mint.

5.3.2 The Mint Dealer must not:

- a. alter the Mint Material or use it in any form of advertisement or promotion of Mint Products without the prior written permission of the Mint; or
- b. use the Mint Material in a manner which is, or may be, misleading or deceptive.

### **5.4 Accuracy**

5.4.1 Without limiting any other obligation the Mint Dealer has under these Domestic Wholesale Terms or Trade or at law, the Mint Dealer must not



publish any information in relation to Mint Products, policies or procedures that is inaccurate or misleading.

## **6 Confidential Information**

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### **6.1 Confidential Information not to be disclosed**

6.1.1 Subject to clauses 5.1.5 and 6.3, the Mint Dealer must not, without the prior written consent of the Mint, disclose any Confidential Information to a third party.

6.1.2 The Mint may impose any conditions it considers appropriate if giving consent under this clause 6.1 and the Mint Dealer agrees to comply with the conditions.

### **6.2 Written undertakings**

6.2.1 The Mint Dealer agrees, on request by the Mint, to arrange for its Personnel who have or may have access to the Mint's Confidential Information to give a written undertaking in a form acceptable to the Mint relating to the use and non-disclosure of the Mint's Confidential Information within a reasonable period from such request.

### **6.3 Exceptions to obligations**

6.3.1 The obligations of the Mint Dealer under this clause 6 will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by the Mint Dealer to its Personnel solely in order to comply with obligations, or to exercise rights, under these Domestic Wholesale Terms of Trade;
- b. is disclosed to the Mint Dealer's internal management Personnel, solely to enable effective management or auditing of activities related to these Domestic Wholesale Terms of Trade;
- c. is authorised or required by law to be disclosed; or
- d. is in the public domain otherwise than due to a breach of these Domestic Wholesale Terms of Trade.

6.3.2 If the Mint Dealer discloses Confidential Information to another person pursuant to clause 6.3.1a or 6.3.1b, the Mint Dealer must notify the receiving person that the information is confidential and not provide the information unless the receiving person agrees to keep the information confidential.

### **6.4 No reduction in privacy obligations**

6.4.1 This clause 6 does not detract from any of the Mint Dealer's obligations under the Privacy Act 1988 (Cth).

## **7 Indemnity**

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### **7.1 Mint Dealer to Indemnify the Mint**

- 7.1.1 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:
- d. a breach by the Mint Dealer of these Domestic Wholesale Terms of Trade; or
  - e. an act or omission involving fault on the part of the Mint Dealer or its Personnel in connection with Mint Products, Mint Material or these Domestic Wholesale Terms of Trade.
- 7.1.2 The Mint Dealer's liability to indemnify the Mint under clause 7.1 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.
- 7.1.3 The right of the Mint to be indemnified under this clause 7 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.

## **8 Dispute resolution**

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### **8.1 Procedure for dispute resolution**

- 8.1.1 The parties agree that a dispute arising under these Domestic Wholesale Terms of Trade will be dealt with as follows:
- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
  - b. within five (5) Business Days each party will nominate a representative who is either the CEO, Director or senior manager of that party;
  - c. the representatives will try to settle the dispute by direct negotiation between them;
  - d. failing settlement within a further ten (10) Business Days, the parties may agree to refer the dispute to an independent third person with power:

- A. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
- B. to mediate and recommend some form of non-binding resolution;
- e. if the parties agree to refer the dispute to an independent third person, but cannot agree within five Business Days as to which independent third person, the independent third person will be the person nominated by the Institute of Arbitrators & Mediators Australia;
- f. the parties will cooperate fully with any process instigated under clause 8.1.1d in order to achieve a speedy resolution; and
- g. if a resolution is not reached within a further twenty (20) Business Days, either party may commence legal proceedings.

## **8.2 Costs**

- 8.2.1 Each party will bear its own costs of complying with this clause 8, and the parties must bear equally the cost of any third person engaged in accordance with clause 8.1.1.

## **8.3 Exemption**

- 8.3.1 This clause 8 does not apply to:
- a. action by the Mint under or purportedly under clause 9; or
  - b. legal proceedings by either party seeking urgent interlocutory relief.

## **9 Suspension or termination of Mint Dealer status**

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### **9.1 Suspension or termination**

- 9.1.1 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 these Domestic Wholesale Terms of Trade;
  - b. the Mint Dealer fails to comply with any relevant policies, instructions or directions of the Mint in accordance with these 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 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; 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.
- 9.1.2 If the Mint suspends the Mint Dealer’s status as a Mint Dealer and its Mint Dealer Account under clause 9.1.1, 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.
- 9.1.3 If the Mint terminates the Mint Dealer’s status as a Mint Dealer and its Dealer Account under clause 9.1.1, the termination will be effective immediately upon valid notice.
- 9.1.4 As a result of any suspension or termination under clause 9.1.1:
- 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);
  - b. any licences granted by the Mint in favour of the Mint Dealer are automatically revoked, unless otherwise agreed in writing by the Mint;
  - c. the Mint may suspend or terminate access to the Mint Dealer Website including cancelling any corresponding user names and passwords; and
  - d. 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.

9.1.5 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 this clause 9.1.

## **10 General provisions**

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### **10.1 Audit and Access**

10.1.1 Subject to clause 10.1.2, the Mint Dealer agrees:

- a. to give the Mint, or any persons authorised in writing by the Mint, reasonable access to premises occupied by the Mint Dealer during normal business hours; and
- b. to permit those persons to inspect and take copies of any Material directly relevant to the Mint Dealer's compliance with these Domestic Wholesale Terms of Trade or any associated directions, permissions or policies of the Mint.

10.1.2 The rights referred to in clause 10.1.1 are subject to:

- a. the Mint providing reasonable prior notice of at least 2 Business Days to the Mint Dealer;
- b. the Mint's compliance with the Mint Dealer's reasonable security procedures; and
- c. the Mint observing the confidentiality of the Material inspected and obtained. If appropriate, the Mint will execute of a deed of confidentiality relating to non-disclosure of the Mint Dealer's confidential information.

10.1.3 Without in any way affecting the statutory powers of the Auditor-General under the Auditor-General Act 1997 (Cth), and subject to the provisions of that Act, the Auditor-General is a person authorised for the purposes of this clause 10.1.

### **10.2 Provision of information, liaison and notification**

10.2.1 The Mint Dealer agrees to cooperate with, and comply with directions of, the Mint as reasonably required by the Mint from time to time in connection with these Domestic Wholesale Terms of Trade.

### **10.3 Relationship of the parties**

10.3.1 The Mint Dealer is not by virtue of these Domestic Wholesale Terms of Trade or any Order (whether accepted, partially accepted or otherwise) an officer, employee, partner or agent of the Mint, nor does the Mint Dealer have any power or authority to bind or represent the Mint.

- 10.3.2 The Mint Dealer agrees:
- a. not to misrepresent its relationship with the Mint;
  - b. not to falsely represent or imply that the Mint endorses, approves, or is in any way affiliated with, the Mint Dealer;
  - c. not to represent that any goods or products other than Mint Products are associated with, or approved, recommended or in any other way endorsed by, the Mint; and
  - d. not to otherwise misrepresent any matter relating to a Mint Product or engage in any conduct that is or might reasonably be false, misleading or deceptive.

10.3.3 If the Mint believes that the Mint Dealer has (or there is a reasonable risk that it has) infringed its obligations under clause 10.3.2, the Mint may (without prejudice to any other rights it may have) require the Mint Dealer to take such reasonable steps as it notifies to the Mint Dealer to correct any possible misrepresentation. The Mint Dealer will promptly implement the Mint's requirements after notice of them.

#### **10.4 Waiver**

10.4.1 A failure or delay by the Mint or the Mint Dealer to exercise any right or remedy it holds under these Domestic Wholesale Terms of Trade or at law does not operate as a waiver of that right.

10.4.2 A single or partial exercise by the Mint or the Mint Dealer of any right or remedy it holds under these Domestic Wholesale Terms of Trade or at law does not prevent the Mint from exercising the right again or to the extent it has not fully exercised the right.

#### **10.5 Variation**

10.5.1 The Mint may vary these Domestic Wholesale Terms of Trade at any time by at least 14 days' notice in writing to Mint Dealers. Valid notice for the purpose of this clause 10.5.1 may include without limitation notices appearing on the Mint Dealer Website or notices sent to individual Mint Dealers.

10.5.2 Where the Mint considers in its absolute discretion that any changes to the Domestic Wholesale Terms of Trade are significant, it will endeavour to circulate the proposed changes to Mint Dealers for comment at least 14 days prior to formally giving effect to those changes.

#### **10.6 Assignment and novation**

10.6.1 The Mint Dealer cannot assign its obligations, and agrees not to assign its rights, under these Domestic Wholesale Terms of Trade without the Mint's prior written approval.

10.6.2 The Mint Dealer agrees to consult the Mint before entering negotiations with any other person regarding any arrangement that might require novation of these Domestic Wholesale Terms of Trade.

## **10.7 Survival**

10.7.1 Unless the contrary intention appears, the expiry or earlier termination of these Domestic Wholesale Terms of Trade will not affect the continued operation of any provision relating to:

- a. Confidential Information;
- b. audit and access;
- c. indemnity,

or any other provision which expressly or by implication from its nature is intended to continue.

## **10.8 Notices**

10.8.1 Any notice, request or other communication to be given or served pursuant to these Domestic Wholesale Terms of Trade will be effective if it is in writing and is either:

- a. forwarded to the address indicated in the Mint Dealer Application form, or as otherwise notified by the parties; or
- b. transmitted electronically via the Mint Dealer Website in accordance with clause 2.4.3.

10.8.2 A notice, request or other communication is deemed to be effected:

- a. if delivered by hand – upon delivery to the relevant address;
- b. if sent by pre-paid air post – upon expiration of 2 business days after the date upon which it was sent;
- c. if transmitted by email to the email address of the recipient, when the email message enters an information system accessible to the recipient;
- d. if transmitted by facsimile machine to the facsimile address of the recipient, upon receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient;
- e. if transmitted electronically via the Mint Dealer Website – on the date of the day on which the Mint Dealer accesses the Mint Dealer Website during the period in which the notice is published on it.

10.8.3 A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day.

## **10.9 Governing law and jurisdiction**

10.9.1 These Domestic Wholesale Terms of Trade are to be interpreted in accordance with the laws applicable in the Australian Capital Territory and

the parties submit to the non-exclusive jurisdiction of the courts of that Territory.



**SCHEDULE 1**



**Australian Government**  
**Royal Australian Mint**

**MINT DEALER APPLICATION**  
**Application to become an authorised dealer of coins produced by the Royal Australian Mint Application Form**

This application ('Application') to become an authorised dealer of coins produced by the Royal Australian Mint ('Mint Dealer') is made by:

<b>Applicant</b> (full name of legal entity, ABN or ACN (if applicable), and other relevant registration details):  ('the Applicant')	
<b>Physical Address:</b>	<b>Postcode:</b>
<b>Address to appear on the Mint Website:</b>	<b>Postcode:</b>
<b>Nominated Trading Names</b> (i.e. the names that the Mint Dealer will use to trade in the Mint Products):  <b>NB</b> - Applicant must provide details of all such trading names for approval by the Mint prior to use in connection with Mint Products.	
<b>Website of the Applicant:</b>	
<b>Contact Officer and Address for Notice</b>  <b>Name of Officer:</b>  <b>Physical Address:</b>  <b>Postal Address:</b>  <b>Telephone:</b>	

**Fax:**

**Email (mandatory):**

to, and in favour of:

**Commonwealth of Australia** as represented by the **Royal Australian Mint**,  
ABN 45 852 104 259 ('the Mint')

This Application consists of the duly completed forms as noted in clause 2.1.1.f of the Mint's Domestic Wholesale Terms of Trade, including, without limitation, the forms entitled:

1. Mint Dealer Application;
2. Applicant details ;
3. Applicant's trade referees form ;
4. Acknowledgement and consent ; and
5. Deed of Agreement in respect of Mint Dealer Application ;

These documents should be submitted to the Mint at the following address:

Wholesale Department  
Royal Australian Mint  
Denison Street  
Deakin  
ACT 2600

The Domestic Wholesale Terms of Trade are available on the internet at [www.....](#) and must be read before submitting this Application.

Applicants who are current Mint Dealers and who have previously provided details of trade references to the Mint are not required to supply Applicant's Trade Referees Form with their Applications.

## APPLICANT DETAILS

<b>Applicant history</b>	Date the Applicant commenced trading:
<b>Details of current contact officers</b>	
<b>Details of Company or Business Registration</b>	
<b>Address for forwarding accounts</b>	
<b>Applicant Bank Account</b>	Account Name: Account Number: BSB: Bank: Branch Name / Address:
<b>Details and Evidence of the Applicant's Insurance Cover (inc building and contents)</b>	(the Applicant should attach evidence of its insurance)
<b>Trading history</b>	

**Comments in Support of this Application (e.g. Evidence of Bona Fide Intention and Capacity to retail coins produced by the Mint)**

## APPLICANT'S TRADE REFEREES FORM

Please name three trade referees (if possible) who are able to be contacted by the Mint in support of this Mint Dealer Application.

Applicants that are current Mint Dealers and that have previously provided details of trade references to the Mint are not required to supply this information with their Applications.

<b>REFEREES</b>	
<b>Trade Referee 1</b>	Name: Address:  Telephone number: Email address: Name of contact person/s:
<b>Trade Referee 2</b>	Name: Address:  Telephone number: Email address: Name of contact person/s:
<b>Trade Referee 3</b>	Name: Address:  Telephone number: Email address: Name of contact person/s:

***Mint use only – Applicant to LEAVE BLANK***

Marketing Officer:	
Date:	

**Mint use only – Applicant to LEAVE BLANK**

**Trade Reference 1**

Name:	
Amount:	
Trading Term:	
Comments	

**Trade Reference 2**

Name:	
Amount:	
Trading Term:	
Comments	

**Trade Reference 3**

Name:		
Amount:		
Trading Term:		
Comments		
Business Registration Checked	Status Current - Yes / No	

\_\_\_\_\_ Account Recommended / Account Not Recommended \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGEMENT AND CONSENT**

1. The Applicant consents to the Mint contacting its trade referees listed in the Applicant's Trade Referees Form submitted with this Application in order to determine whether the Applicant should be approved for the purposes of becoming a Mint Dealer.
2. The Applicant acknowledges that the Mint may make its own independent inquiries to verify the accuracy of the information supplied in connection with this Application and hereby consents to the release of the Applicant's information held by third parties to the Mint for these purposes.
3. The Applicant acknowledges that until the Mint notifies the Applicant in writing that it has approved the Applicant as being a Mint Dealer there is no agreement between the Mint and the Applicant that the Applicant may become a Mint Dealer.
4. The Applicant consents to the Mint using and disclosing the information provided in connection with this Application for purposes relating to:
  - the Mint's assessment of whether the Applicant should be approved to become a Mint Dealer;
  - whether Mint Dealer status should continue; and
  - any other purpose relating to this Application and/or the Domestic Wholesale Terms of Trade.
5. The Applicant consents to the Mint placing details of the Applicant's applicable address set out in the Mint Dealer Application on the Mint's Website.

SIGNED BY AND ON BEHALF OF .....[insert Applicant's name]  
by its duly authorised representative:

.....  
Signature

.....  
Name and position of representative

.....  
Date

**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.....](#)) and the Wholesale Network Copyright Policy (available on the internet at [www.....](#)).
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 time from the date the Mint notifies the Applicant that it has been approved as a Mint Dealer.
8. 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.



9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.

33. 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.
34. 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.
35. 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\*

\_\_\_\_\_  
*Signature of Director\**

\_\_\_\_\_  
Name of Director/Secretary\*\*

\_\_\_\_\_  
*Signature of Director/Secretary\*\**

In the presence of:

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Name and title of witness

*Signature of witness*

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