

Edward L Cummings T/As Edlins/Edlins of Canberra/Edlins Auctions/Edlins of Yass

Terms and Conditions

The follow terms and conditions comprise 2 parts (referred to as **Edlins Terms and Conditions**):

PART A: Terms and conditions common to Part B unless expressly modified by Part B;

PART B: Terms and conditions - Buying and Selling of Bullion;

You should carefully read Parts A, and B before you transact with Edward L Cummings T/As Edlins/ Edlins of Canberra/Edlins Auctions/Edlins of Yass (**EDLINS**). By transacting with Edlins you agree to the Edlins Terms and Conditions (**Agreement**).

Part A - Terms Common to Part B

1 Definitions and interpretation

1.1 Definitions

The following terms are defined terms applicable to Part A, and Part B unless expressly stated otherwise:

(a) **('AML/CTF Act')**

means: the Anti Money Laundering and Counter Terrorism Financing Act 2006 (Commonwealth);

(b) **('AML/CTF Rules')**

means: the Anti Money Laundering and Counter Terrorism Financing Rules Instrument 2007 (No.1) (Commonwealth);

(c) **Edlins (our or us)**

means: Edward L Cummings T/As Edlins / Edlins of Canberra / Edlins of Yass / Edlins Auctions;

(d) **Bullion**

means: gold, silver and other precious metals; and

(e) **Business Day**

means: a day in which banks, commodity and stock exchange markets are open for business in Canberra, Australia

(f) **Contract**

means: the contract evidenced by and created when we issue an invoice or purchase order subject to paragraph 9.2

(g) **Fees and Charges**

means: the Fees and charges applicable from time to time in relation to the Products and Services we supply;

(h) **Insolvent**

means: in relation to a party, a reference to winding up or bankruptcy of that party which includes

(1) bankruptcy,

(2) winding up,

(3) dissolution,

(4) becoming an insolvent under administration (as defined in section 9 of the Corporations Act),

(5) being placed under official management , voluntary administration or having a controller or receiver appointed (over the whole or any part of the assets of a party);

(i) **Registration Form**

means: the form that can be downloaded from our Website to register you as a customer of Edlins and includes the personal identification documents required to establish your identity;

(j) **Services**

means: in relation to Edlins, the services of buying and selling or arranging delivery of Bullion;

(k) **you or your**

means: you the customer whose details have been provided to us in the relevant Registration Form whether as an individual, company, trustee including as a trustee of a self managed super fund.

(l) **Website**

means: www.edlins.com.au

1.2 Interpretation

In this Agreement unless the context otherwise requires:

(a) words importing the singular include the plural and vice versa;

(b) headings are for convenience only and do not affect interpretation of this Agreement;

(c) the words "includes", "including" or "such as" are not words of limitation, and when introducing an example, do not limit the meaning of the words to which the example relates to examples of a similar kind;

- (d) a reference to a clause or paragraph is a reference to a clause or paragraph of this Agreement;
- (e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- (f) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (g) a reference to a document or agreement includes a reference to that document or agreement as amended or replaced from time to time;
- (h) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
- (i) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally; and
- (j) a reference to a body, whether statutory or not, is a reference to the successor of that body or the authority or body that assumes substantially the same functions as the body that previously existed;
- (k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this document.

2 Registration, collection of Personal Information and Privacy

2.1 Identification Requirements

A Registration Form may be required to verify your identity as required under AML/CTF. A Registration Form can be downloaded from our Website. If you wish to transact an amount over \$5,000 you must complete the Registration Form.

2.2 Incomplete or illegible Registration Form

If a Registration Form is incomplete or illegible Edlins will at its earliest opportunity ask you to correct the incomplete or illegible details before it can transact with you. Until such time as the form is corrected to the satisfaction of Edlins, then Edlins will be under no obligation to provide the Service requested by you.

2.3 Privacy

Any personal and financial information collected by Edlins will be collected and stored in compliance with Australian laws and regulations. Edlins will keep your personal information private in accordance with the Australian National Privacy Principles set out in the Privacy Act 1988 (Commonwealth). Other than as required by law or as authorised by law or by you, we will not pass on, sell or swap any of your personal information and such information will be used by Edlins only for shipping and invoicing information.

3 Payments

3.1 Payments

Payments for Services can be made by using any one of the following payment methods:

- (a) direct credit to the Edlins nominated account;
- (b) Visa, and MasterCard credit cards (see us in store or call us on 02 62487859).

A surcharge may be applicable as notified from time to time on our Website;

- (c) Cheque, allowing 7 days for clearance;
- (d) cash up to a limit of \$5,000 only.

3.2 Payment by cheque

Edlins will require up to 7 business days to clear any personal, company or bank cheque before Services can be delivered to you.

3.3 Edlins are not responsible for any loss incurred using Direct Bank Deposits where you have supplied or used incorrect or incomplete Account information Edlins will not be liable for any loss or damage (including any consequential loss and damage), whether direct or indirect, that you incur as a result of any malfunction of Banking Services.

3.4 Lien granted by you for unpaid Services

- (a) You agree to grant Edlins a general lien over your Bullion and any other property provided to Edlins in respect of all fees and charges due or which become due on account of the Services provided by Edlins.
- (b) Edlins may exercise this lien at any time if an amount is owing to Edlins for a period in excess of 1 month.
- (c) In exercise of the lien Edlins may:
 - (1) remove and store your Bullion as Edlins thinks fit at your risk and your expense;
 - (2) sell all or part of your Bullion and apply the proceeds to the discharge of the lien and any costs incurred in relation to the sale of your Bullion.

4 Goods and Services Tax ('GST')

4.1 Services subject to GST

GST is payable in addition to the price of the Services (stated ex GST) and in relation to any other charges (ex GST) applicable to the provision of the Services.

4.2 You agree to pay GST

You agree to pay Edlins the GST on the GST exclusive market value of the Service or charge at the same time as the payment for the Service or charge is due and owing.

4.3 GST and GST exclusive market value

'GST' and 'GST exclusive market value' have the meaning given under A New Tax System (Goods and Services Tax) Act 1999 as amended.

5 General terms applicable to the Website

5.1 Cookies

Edlins uses cookies to allow you to communicate with our Website.

5.2 IP address

Whenever you use our Website, or any other Website, the computer on which the web pages are stored (the web server) needs to know the network address of your computer so that it can send the required web pages to your internet browser. The unique network address of your computer is called its "IP address" and is sent automatically each time you access any internet site. From a computer's IP address, it is possible to determine the general geographic location of that computer, but it does not otherwise identify the user.

5.3 Website information

Our Website may contain information, articles or links to third party Websites. The information contained on our Website is provided in good faith but no representation or warranty of any nature is made as to the completeness or accuracy of such information.

5.4 Website links

Any link to a third party website is provided for your convenience only and we make no warranty nor representation of any kind as to the security, correctness or suitability of any content appearing on third party websites. These third party websites are not under our control and you access these third party websites at your own risk. We are not responsible for any loss or damage suffered by You as a result of your use of a link provided on our website to a third party website.

5.5 Changes to Website

Edlins reserves the right to make any changes to our Website (including price changes) at any time without prior notice.

5.6 Spam Act

Edlins acknowledges and will comply with the requirements of the Spam Act 2003 (Commonwealth) in relation to commercial electronic messages. We will only send email communications to You with your consent and you are at liberty to unsubscribe from email communication at any time.

5.7 Service interruptions

Edlins will not be responsible for any loss or damage incurred by You where transmission of your instructions via email or telephone is unable to be completed or unable to take place due to the failure of any telephone, computer, other electronic or technological device.

6 Financial Disclaimer and Legal advice

6.1 No investment advice given

Edlins is not a financial services business and is not licensed or authorised to give investment advice or provide financial services. Edlins is not responsible for any investment decision made by you.

6.2 General Information Relating to our Services

Any information provided on our Website is strictly for informational purposes and is not given or intended as financial or investment advice. Edlins recommends that you consult a professional financial services licensee or an authorised representative of a financial services licensee in relation to any investment decisions you make.

6.3 Investment risk

All investments involve different degrees of risk and you should ensure you have sufficient experience and knowledge to make an informed decision to purchase prior to placing any order with Edlins. We urge all customers of Edlins to obtain professional advice before proceeding with any transaction.

6.4 Legal advice

Edlins does not and will not offer legal advice. The information supplied herein is of a general nature and does not constitute Legal Advice. You should obtain professional legal or other professional advice before proceeding with any investment in Bullion offered for sale by Edlins if you consider it is of sufficient importance for you to do so.

7 Miscellaneous

7.1 Regulatory Obligations

Edlins are required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act) to verify your identity before providing you with any financial services. It is an offence under the AML/CTF Act to provide false or misleading information about your identity.

7.2 Your Information

Edlins are required under the AML/CTF Act to collect your information and to verify your identity before we can trade with you in a similar way to that which a bank or financial institution is required to collect your identification information

7.3 What Information or Documents may be needed to verify your Identity

Edlins will use the details that you have provided on your registration form to help identify you. Other documents that may be requested to confirm your identity, these may include

(a) drivers licences

- (b) birth certificates
- (c) passports
- (d) citizenship certificates
- (e) change of name certificates
- (f) marriage certificates
- (g) medicare cards
- (h) proof of age cards

7.4 Privacy

Edlins are bound by the Privacy Act (1988) (Commonwealth) our privacy Policy is available on request or on our website at www.edlins.com.au it should be read in conjunction with this document. It contains more detail in how we manage and handle your information.

7.5 Governing law

Edlins Terms and Conditions will be construed in accordance with the laws in force in the Australian Capital Territory or in New South Wales depending upon where the transaction takes place, and the parties submit to the jurisdiction of the Courts of the Australian Capital Territory or New South Wales whichever is the relevant jurisdiction.

7.6 No relationship other than as retail merchant and customer

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

7.7 Force majeure

If Edlins cannot perform any of its obligations under this Agreement as a result of any event outside of its control including without limitation act of God, government intervention, strike, military action, terrorism, war, financial crisis, and any other cause whether specifically mentioned above or otherwise that may cause Edlins to fail to perform its obligations, then Edlins will be excused from performance of its obligations and shall not be liable for such failure or delay for such time as it is affected by said event.

7.8 Phone Recordings

Edlins may record phone conversations between you and Edlins representatives. A Edlins representative will first ask for your consent before it begins recording any conversation between you and Edlins.

7.9 Amendment

Edlins may amend this Agreement at any time by publishing the amended terms on its Website. The amended terms will take effect immediately in relation to any Services provided by Edlins from the date of publication.

7.10 Entire Agreement

This Agreement comprises the entire understanding between you and Edlins in relation to the provision of the Services.

The next page is Part B

Part B: Terms and conditions - Buying and Selling of Bullion

You acknowledge and agree that the terms and conditions in Part A and Part B apply in relation to the sale and purchase of Bullion between you and Edlins.

8 Definitions

8.1 Definitions

The following are additional terms for the purposes of Part B:

(a) **Buy Lock in Order**

means an order made by you to buy Bullion from us over the counter at our premises or by telephone or email;

(b) **Sell Lock in Order**

means an order made by you to sell Bullion to us;

(c) **Third ('3rd') Party Obligations**

means the obligations entered into by Edlins making binding financial arrangements with other parties to procure the Bullion to be sold to you and the possibility that Edlins may suffer a financial loss on the re-sale of such Bullion if the "spot price" of the Bullion decreases.

9 Buy Lock in Order

9.1 Placing a Buy Lock in Order

By placing a Buy Lock in Order you acknowledge and agree:

- (a) your Buy Lock in Order is subject to availability;
- (b) the price stated for your Buy Lock in Order is based upon our "spot price";
- (c) the "spot price" cannot be varied because of 3rd Party Obligations;
- (d) other charges may be added to the final price to be paid by you including delivery and finance charges (such as any surcharge applicable to a credit card payment);
- (e) you agree to make a 10% deposit or payment in full to secure your Buy Lock in Order;
- (f) you will receive an acknowledgment of your Buy lock in Order from us including details of your purchase and the balance of the purchase price payable by you to us;
- (g) you agree to make payment of the balance of the purchase price strictly within 24 hours (or if payment is due on a public holiday or weekend then the next business day) following receipt of Edlins confirmation of your Buy Order. Payment can be made by EFT, cash or cheque or direct credit to Edlins account;

(h) Edlins retains the right to refuse any Buy Lock in Order at its sole discretion and on repayment of any money to you Edlins is discharged from any obligations it has to you.

9.2 Contract between you and Edlins

A binding contract between you and Edlins is formed on payment of the 10% deposit or such greater amount including payment in full. At this time, you assume all price exposure risk on your Buy Lock in Order.

9.3 Transfer of title and risk to you

Title in the Bullion passes to you when all of the following has occurred:

- (a) you have paid (and funds have been cleared) the whole of the balance of the purchase price specified in the Buy Lock in Order;
- (b) a tax invoice for the Bullion has been issued to you by Edlins; and
- (c) compliance with legal requirements for the verification of your identification is completed (see identification requirements in Part A of our General Terms).

10 Sell Lock in Order

10.1 Completion of Sell Registration Form

If you wish to sell your Bullion to Edlins you must complete the Edlins Sell Registration Form that can be downloaded from the Edlins Website and send the form complete with your identification documents (see Part A) to our store.

10.2 Description of Bullion to be sold

The Sell Registration Form must be completed with sufficient information for Edlins to provide you with a price that it is willing to buy the Bullion from you. You represent and warrant that the information contained in the Sell Registration Form is true and accurate and acknowledge that Edlins relies on the information provided by you when determining the price it will offer to you to buy your Bullion.

10.3 Placing a Sell Lock in Order

By placing a Sell Lock in Order you acknowledge and agree:

- (a) an offer made by Edlins to buy your Bullion is subject to physical inspection of your Bullion by an authorised representative of Edlins. If the Bullion inspected by Edlins does not meet the standard or quality of Bullion described in the Sell Registration Form then Edlins reserves the right to withdraw its offer or vary its offer to you;
- (b) an offer is made based on "spot price" and unless accepted by you at that time it is considered to be withdrawn immediately;
- (c) you may accept the price offered by Edlins by signing the Sell Registration Form and sending the form to Edlins;
- (d) payment will be made by Edlins either:

(1) to the account nominated by you in the Sell Registration Form within 24 hours (or if payment is due on a public holiday or weekend then the next business day) following confirmation by you of the price offered by Edlins. Payment will only be made to an account opened in your name and nominated by you in the Sell Order; or

(2) on such other terms as agreed to.

10.4 Warranties by You

By completing a Sell Order you warrant that:

(a) you are the legal and beneficial owner of the Bullion described in the Sell Registration Form;

(b) you have not granted any Security Interest, lien or charge over the Bullion described in the Sell Registration Form;

(c) you are not Insolvent.

10.5 Transfer of title and risk to Edlins

Title and risk in the Bullion passes to Edlins when payment is made by Edlins to your nominated account.

11 Delivery and payment

11.1 Delivery of Bullion Australia wide

Edlins will deliver your Bullion Australia wide on the basis of information supplied by you in the Buy Lock in Order and you must provide your daytime contact telephone number with the information provided by you. Unless Edlins defers delivery in accordance with clause 11.2 below, Bullion will generally be dispatched within 3 Business Days of the latter of receipt of full payment or issue of confirmation of acceptance of your Buy lock in Order.

11.2 When delivery may be delayed

Edlins may delay the delivery of the Bullion if:

(a) Edlins are not satisfied on reasonable grounds with the details of your identity contained in your Registration Form; or

(b) shipping times are delayed beyond the control of Edlins.

(c) the Bullion is on back order.

11.3 Delivery Buying Bullion

Once Edlins is satisfied that all identification requirements have been completed, Edlins will generally dispatch the Bullion within 3 Business Days after the balance of the purchase price has been paid and Edlins will not be liable for any loss or damage directly suffered by you arising directly or indirectly from any delay in delivery of the Bullion associated with your identification requirements.

11.6 Back order delay

If your Bullion is on back order, you will either be advised or notified of any back order delay:

- (a) when you are lodging your Buy Lock in Order or alternatively
- (b) when you receive confirmation of the Buy Lock in Order.

Delivery of Bullion on back order may be further delayed for reasons beyond the control of Edlins. Edlins is not liable for any loss or damage directly suffered by you arising directly or indirectly from any delay in delivery of Bullion on back order.

11.7 Edlins is not liable for back order delays and shipping times

Because back orders and shipping times are beyond the control of Edlins and are subject to supplier and production delays, which may vary on a case by case basis:

- (a) Edlins will not be liable for any loss or damage directly suffered by You arising directly or indirectly from any delay in delivery of Bullion; and
- (b) you are not entitled to terminate any agreement to buy Bullion from Edlins because of any back order or shipping delay that has not been directly and solely caused by Edlins.

11.8 Changes to shipping costs

Whilst confirmed shipping costs for your order will be included in your purchase price, Edlins is entitled to increase these confirmed shipping costs on the terms set out below. If confirmed shipping costs are increased, then Edlins will notify you of the increase.

11.9 Responsibility for payment of increased shipping costs

Given the ongoing 3rd Party Obligations and because Edlins cannot control delivery costs in the circumstances set out below:

- (a) you are not entitled to cancel your order if there is any increase in any shipping cost, and Edlins is not responsible for any increase in delivery cost if:
 - (1) the information supplied by You is not accurate, or
 - (2) the cost of shipping subsequently increases by reason of increases in the cost of materials and/or labour and/or the costs charged to Edlins by third party suppliers and/or for any factor outside the control of Edlins, or
 - (3) Edlins decides to change the shipping arrangements because of unsatisfactory security risks (see below), or
 - (4) shipping arrangements are changed by Edlins for insurance purposes (see below); and
- (b) you are solely responsible for any such increase in the cost of the confirmed shipping costs.

11.10 Changed delivery arrangements if there is a security risk

Edlins may change the shipping arrangements to ensure secure delivery at your cost if:

- (a) you have placed a large order, the value of which exceeds the insurable value of such an order on a single shipment/delivery basis; or
- (b) if edlins reasonably believes that the specified area for delivery of the Bullion is a high risk, remote or unsafe delivery location.

11.11 Insurance of Bullion

The delivery of Bullion pursuant to a Buy Order will be insured on a single shipment/delivery basis for a maximum value not exceeding \$20,000 (Twenty Thousand Dollars). As such, if your order is valued at more than \$20,000 Edlins will, at your cost, ship your Bullion in two or more parcels to ensure that the Bullion is insured.

11.12 You can make your own Delivery arrangements

If any notified increase in shipping costs is unacceptable to you, then you must immediately:

- (a) advise Edlins that you will make your own delivery arrangements; and
- (b) at your own cost and risk make alternative arrangements for the collection of the Bullion from the premises of Edlins. Such alternative arrangements must be made directly by telephone with Edlins and confirmed by either you or by Edlins by email or in writing. Additional Identification may be required when any change of delivery arrangements is requested.

11.13 Adjustment to delivery cost

On notification of your alternative arrangements for collection of the Bullion, Edlins will adjust the purchase price of your Bullion by the amount of any shipping costs invoiced to you that you no longer require. If the new arrangements involve some cost to Edlins, then any adjustment will reflect the expense that Edlins will incur as a result of you making your own arrangements.

11.14 Collection of the Bullion in person by You

Bullion can only be collected in person:

- (a) by you on production of satisfactory identification; or
- (b) by your agent with your prior written express authority upon production of satisfactory identification by the agent.

11.15 When Edlins will not be liable for wrong delivery

Edlins recommends that you take personal delivery of the Bullion because Edlins will not be liable for wrongful delivery of the Bullion if:

- (a) the Bullion is collected by a person using misleading or fraudulent identification or fraudulent written authority for collection at your nominated delivery address;
- (b) you provide incorrect delivery details;
- (c) a third party signs for delivery of the Bullion at the delivery address provided using misleading or fraudulent identification; or
- (d) you amend or vary any delivery instructions that Edlins has provided to the specified delivery carrier.

11.16 Insurance ceases 2 days after first delivery attempt

Edlins has in place complimentary insurance for loss or damage to your Bullion in the event delivery of your Bullion to your nominated address is not made on the first occasion delivery is attempted. Such insurance expires at the end of the second business day immediately following notification given to you by Edlins or the courier engaged by Edlins of the first attempted delivery. Notification is given by leaving a delivery note at the nominated address and/or by emailing you. For the avoidance of doubt you assume all risk of loss or damage to your Bullion from the second business day after notification is given to you of first attempted delivery. .

11.17 When you must make your own insurance arrangements

You agree to insure your Bullion for its Replacement Value when title passes to you.

11.18 Charges for Uncollected Bullion

Edlins reserves the right to charge you a storage fee for Bullion purchased and paid for by you that has not been collected within 14 days of notice given to you by Edlins that the Bullion is available for collection.

12 Refund and exchange policy

12.1 When Edlins will exchange the goods

If any Bullion delivered by Edlins is not in accordance with the Bullion described in your Buy Order then:

- (a) provided Edlins is notified within three (3) Business Days (or such extended time period that is agreed to by senior management via email or by phone) of the nature and extent of the discrepancy; and
- (b) provided at your cost, you expeditiously return such Bullion to the Canberra Office of Edlins, together with appropriate evidence of its purchase by You (if required by Edlins); then
- (c) subject to clause 12.4 below, Edlins will, within 3 Business Days of the Bullion being returned to Canberra (but subject to paragraphs 12.3 to 12.8 below), supply to you Bullion in accordance with your Buy Lock in Order and refund any return delivery cost incurred by you.

12.2 You bear risk (including insurance risk) until Bullion is returned
Until the return of such Bullion to Edlins:

- (a) you continue to bear the risk and title in such Bullion;
- (b) Edlins is not responsible for any item that is lost in the return shipment to Edlins (and Edlins recommends that you take out insurance as Edlins does not provide return transit insurance); and
- (c) it is your responsibility to ensure that the returned items are adequately packaged so that they are not damaged during return transit as Edlins will not accept delivery of any damaged Bullion.

12.3 When Edlins will not provide a refund
No refund will be provided by Edlins:

- (a) if you change your mind in respect of the Bullion;
- (b) if you have made a wrong decision in respect of the Bullion;
- (c) if you wish to purchase a different product instead of the Bullion;
- (d) if the price of the Bullion changes after your Buy Order is confirmed;
- (e) if you find the Bullion for sale elsewhere at a lower price.

12.4 Edlins may decide to refund rather than exchange
Provided Edlins refunds the whole of the monies paid by you (including any return delivery cost) within 3 Business Days of receipt by Edlins of such returned Bullion, Edlins may, in its absolute discretion, decline to exchange the returned Bullion with the Bullion specified in your Buy Lock in Order.

12.5 Any surcharge applied for a credit card payment as per the latest merchant agreements with providers is non-refundable in any circumstance.

13 Breach by You or Edlins and consequences

13.1 Breach by you

If after the issue by Edlins to You of a Buy Lock in Order acknowledgment, you:

- (a) cancel or purport to cancel your Buy Lock in Order;
- (b) fail to pay on time the whole of your payment obligations specified in any Buy Lock in Order, for any reason including:
 - (1) your death or Insolvency;

(2) terminate, cancel or suspend the operation of this agreement without the prior written consent of Edlins,

then such action will constitute a repudiation of this agreement by you and Edlins will immediately terminate this agreement by written notice to you.

13.2 Consequences of breach by you

Any termination of this agreement by Edlins because of your breach will cause Edlins loss, damage and expense and you are required to indemnify Edlins from any loss, damage and expense suffered by it arising from your breach.

13.3 Forfeiture of your 10% deposit and your further obligations on breach

On termination of this agreement by Edlins as a consequence of your breach:

(1) your 10% deposit will be immediately forfeited and retained by Edlins to compensate Edlins (in whole or in part) for any loss, damage and expense suffered by Edlins in relation to:

(2) any administration costs, finance costs and further expenses incurred by Edlins relating to your Buy Order including:

(a) making arrangements for the sale and delivery of the Bullion to You, and

(b) in disposing of the Bullion that Edlins acquired on receipt of your Buy Order.

(3) any financial loss (excluding any **Significant Market Loss** see below) that Edlins may suffer by the immediate disposal of the Bullion acquired by edlins on receipt of your Buy Lock in Order;

(4) any other financial loss including:

(a) any opportunity cost incurred by Edlins on the money it expended in acquiring the Bullion;

(b) any interest cost incurred by Edlins in funding the acquisition of such Bullion; and

(c) damages for the lost profit or gain which Edlins would have made on the sale of Bullion had You not breached this agreement;

(5) in addition, you are required to indemnify Edlins for any Significant Market Loss that Edlins may incur as a consequence of your breach as described below.

13.4 Significant Market Loss

Because of its 3rd Party Obligations, Edlins will promptly re-sell the Bullion it acquired in respect of your Buy Lock in Order. If the re-sale price of such Bullion results in Edlins making a significant market loss that exceeds the 10% deposit that You have forfeited ("Significant Market Loss"), then:

(a) you will be responsible for the payment to Edlins of the amount by which any such Significant Market Loss exceeds your 10% forfeited deposit; and

(b) you agree and authorise Edlins to pay to itself by deduction from your credit card such amount and if the charge by Edlins to your credit card does not result in the payment of funds to Edlins of such amount then such amount will become immediately due and payable as a debt by You to Edlins.

13.5 Edlins is not responsible for the following matters
Edlins is not responsible to You:

(a) for back order delay or for any increase in shipping costs as set out in clause 11.7 above; or

(b) for any loss that You incur for non-delivery of the Bullion in circumstances where the provisions in clause 11.15 apply.

13.6 Breach of this agreement by Edlins
Except as permitted by this agreement, if Edlins fails:

(a) to dispatch ordered Bullion within 10 Business Days;

(b) to deliver the Bullion in accordance with this agreement; or

(c) to comply with its refund and exchange policy; and

(d) does not rectify any such failure within 10 days of the receipt of any written notice by you requiring the rectification,

then Edlins will be in breach of this agreement.

13.7 Limited liability of Edlins to compensate

Any liability of Edlins under this agreement for breach will be limited to the value of the Bullion specified in the Buy Order and Edlins is not liable for any other expense. In particular Edlins is not responsible for any consequential, exemplary or indirect loss, damages or expense that you have or may suffer or incur.

13.8 Termination by mutual agreement

This agreement can be terminated in writing signed by both parties on such terms as both parties may agree. Any termination of this agreement with the consent of Edlins must be signed by senior management of Edlins.