



TERMS & CONDITIONS OF TRADE

EFFECTIVE: SEPTEMBER 2026
GOLDEN MILE JEWELLERY MANUFACTURERS P/L
24 Kingsley Close, Rowville, Victoria 3178

TERMS & CONDITIONS OF TRADE

EFFECTIVE: SEPTEMBER 2026

Definitions

In these Terms & Conditions:

“AML/CTF Laws” means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), associated Rules, regulations and other applicable anti-money laundering and counter-terrorism financing requirements, as amended from time to time.

“Australian Consumer Law” or **“ACL”** means Schedule 2 to the Competition and Consumer Act 2010 (Cth), as amended from time to time.

“Business Day” means a day other than a Saturday, Sunday or public holiday in Victoria.

“Company” or **“Golden Mile”** means Golden Mile Jewellery Manufacturers Pty Ltd ACN 059 719 345 as trustee for The Erdogan Family Trust ABN 38 634 493 046.

“Customer” means the person, company, partnership, trust or other entity placing an Order with, purchasing Products from, or maintaining an account with Golden Mile.

“Customer Error” means an error, omission, misunderstanding, incorrect measurement, incorrect specification, incorrect product selection or other mistake made by or on behalf of the Customer in connection with an Order.

“Custom Product” means any Product manufactured, altered, fabricated, assembled, sourced, engraved, modified or otherwise prepared specifically for a Customer, including a Product made or supplied according to a Customer’s nominated dimensions, gauge, width, length, weight, metal, carat, colour, fitting, clasp, finish, quantity or other specification.

“Order” means an offer by the Customer to purchase Products from Golden Mile.

“PPS Act” means the Personal Property Securities Act 2009 (Cth) and associated regulations, as amended from time to time.

“PPSR” means the Personal Property Securities Register established under the PPS Act.

“Products” means gold, silver and other precious-metal jewellery, bangles, chains, components, findings and any other goods or services ordered by the Customer from or supplied by Golden Mile.

“Quotation” means a quotation, estimate, specification or pricing proposal issued by Golden Mile.

“Terms” means these Terms & Conditions of Trade.

“Writing” includes written correspondence, email, electronic order confirmation, website communication and other electronic communications capable of being retained.

1. Application of terms

1.1

These Terms apply to all Orders, sales and supplies of Products by Golden Mile to the Customer unless otherwise agreed in Writing by Golden Mile.

1.2

By:

- (a) placing an Order;
- (b) accepting a Quotation;
- (c) requesting Golden Mile to commence manufacture or supply;
- (d) establishing or using a trading account;
- (e) confirming an Order electronically; or
- (f) accepting delivery of Products,

the Customer agrees to be bound by these Terms.

1.3

The Terms applicable to an Order are the version in effect when that Order is accepted by Golden Mile.

1.4

Golden Mile may amend these Terms from time to time.

Amended Terms will apply to Orders accepted after the amended Terms take effect.

Amendments will not retrospectively alter an Order already accepted unless:

- (a) the Customer agrees in Writing; or
- (b) the amendment is required by applicable law.

1.5

Any terms contained in a purchase order, document or communication issued by the Customer which are inconsistent with these Terms will not apply unless expressly accepted in Writing by an authorised representative of Golden Mile.

2. Orders and acceptance

2.1

An Order submitted by the Customer constitutes an offer to purchase the Products specified in that Order subject to these Terms.

2.2

Golden Mile may accept or reject an Order in whole or in part.

2.3

Acceptance of an Order may occur by:

- (a) written or electronic confirmation;
- (b) commencement of manufacture;
- (c) commencement of preparation of the Product;
- (d) ordering or allocating materials;
- (e) committing precious metal or components to the Order;
- (f) dispatching the Product; or
- (g) other conduct clearly indicating acceptance.

2.4

Golden Mile may require a deposit, part payment or full prepayment before accepting or commencing an Order.

3. Customer responsibility for orders and specifications

3.1

The Customer is responsible for carefully reviewing and confirming the accuracy and suitability of every Order before submitting or confirming it.

3.2

This responsibility includes, without limitation:

- (a) product code;
- (b) metal type;
- (c) carat;
- (d) colour;
- (e) dimensions;
- (f) chain or Product width;
- (g) gauge or thickness;
- (h) length;
- (i) quantity;
- (j) approximate or specified weight;
- (k) fittings;
- (l) clasp type;
- (m) finish;
- (n) engraving;
- (o) size;
- (p) tolerances; and
- (q) any other requested specification.

3.3 Customer Error

Where Golden Mile manufactures or supplies a Product substantially in accordance with the specifications ordered, confirmed or approved by the Customer, but the Customer subsequently determines that another Product or different specification was required, this constitutes a **Customer Error** and is not an error by Golden Mile.

3.4

A Customer Error includes an error resulting from requirements or information supplied to the Customer by the Customer's own client or end customer.

The requirements of the Customer's client or end customer do not form part of Golden Mile's obligations unless those requirements were clearly included in the Order accepted by Golden Mile.

3.5

The Customer is responsible for Orders placed by its employees, agents or representatives whom the Customer permits, represents or reasonably appears to have authorised to place Orders.

3.6

Golden Mile is entitled to manufacture and supply according to the specifications contained in the accepted Order and is not responsible for determining whether those specifications ultimately meet the requirements of the Customer or the Customer's own client.

4. Price and precious-metal pricing

4.1

The price of Products will be:

- (a) the price agreed in Writing between Golden Mile and the Customer; or
- (b) where no price has been expressly agreed, the price shown on Golden Mile's invoice.

4.2

Unless otherwise stated, Quotations are estimates and may be based upon:

- (a) precious-metal prices;
- (b) foreign exchange rates;
- (c) material and component costs;
- (d) labour costs;
- (e) estimated Product weights;
- (f) quantities; and
- (g) other costs current when the Quotation is provided.

4.3 Precious-metal price movements

Where the price of a Product depends upon the market price of gold, silver, platinum, palladium or another precious metal, Golden Mile may calculate the price by reference to the applicable precious-metal price at the time specified in the Quotation, Order confirmation, invoice or other agreement with the Customer.

4.4 Weight variation

Where Products are manufactured or sold by weight, quoted weights are estimates unless expressly guaranteed in Writing.

Reasonable manufacturing and recognised jewellery-trade tolerances apply.

The final invoiced price may be adjusted according to the actual finished Product weight.

4.5

Golden Mile may correct a genuine clerical, calculation, pricing or invoicing error.

Where appropriate, Golden Mile may cancel or amend the original invoice and issue a corrected invoice.

4.6

Unless otherwise agreed, freight, delivery, insurance and handling may be charged separately.

4.7

Any discount, rebate, credit or special price applies only where confirmed by Golden Mile in Writing.

4.8 Repricing of overdue precious-metal invoices

Where:

- (a) the price of a Product is wholly or partly based upon the market price of gold, silver, platinum, palladium or another precious metal;
 - (b) an invoice has been issued based upon the precious-metal price applicable when the Order was priced, accepted, manufactured, supplied or invoiced;
 - (c) the invoice, or any part of it, remains unpaid after the applicable due date under the Customer's agreed trading terms; and
 - (d) the market price of the relevant precious metal has increased by **more than 3%** compared with the precious-metal price used by Golden Mile in calculating the original invoice,
- Golden Mile may, at its discretion, reprice the unpaid amount of the affected Products to reflect the increased precious-metal price.

4.9 Basis of repricing

Any repricing under clause 4.8 will:

- (a) apply only where the relevant precious-metal price has increased by more than 3%;
- (b) apply only to the unpaid portion of the affected Products;
- (c) apply only to the component of the Product price reasonably attributable to the relevant precious metal;

- (d) use substantially the same pricing methodology used when the Product was originally priced;
- (e) be calculated by reference to the applicable precious-metal price at the date Golden Mile elects to reprice the overdue amount;
- (f) take into account the relevant metal type, purity, weight and other components used in calculating the original Product price; and
- (g) remain subject to applicable law.

4.10 Measurement of 3% increase

The percentage increase will be determined by comparing:

- (a) the precious-metal market price or pricing reference used by Golden Mile when calculating the original invoice; with
- (b) the same or substantially equivalent market price or pricing reference applicable on the date of repricing.

Golden Mile will, where reasonably practicable, use the same market source, benchmark or pricing methodology for both calculations.

4.11 Revised invoice

Where Golden Mile exercises its right to reprice an overdue invoice, Golden Mile may cancel, credit, amend, adjust or replace the affected unpaid invoice and issue a revised invoice reflecting the recalculated amount. The revised invoice replaces the previous invoice to the extent of the amount repriced.

4.12 Discretion

Golden Mile is not obliged to exercise its right to reprice an overdue invoice.

A decision not to exercise that right on one occasion:

- (a) does not constitute a waiver;
- (b) does not establish a precedent; and
- (c) does not prevent Golden Mile exercising the right in relation to another invoice, Customer or future transaction.

4.13 Purpose of repricing

The Customer acknowledges that precious-metal prices may fluctuate materially and that Golden Mile's pricing assumes payment will be made within the agreed trading terms.

Clauses 4.8 to 4.12 are intended to protect Golden Mile against material precious-metal price exposure arising because payment remains outstanding beyond the agreed trading terms and the relevant precious-metal price has increased by more than 3%.

The repricing provision is not intended to operate as a penalty for late payment.

5. Variations, cancellations, customer errors and returns

5.1

After an Order has been accepted by Golden Mile, the Customer may not vary or cancel that Order without Golden Mile's prior written agreement.

5.2

Golden Mile is not obliged to accept a cancellation, variation, return, exchange or request for credit arising from:

- (a) Customer Error;
- (b) change of mind;
- (c) the Customer's own client or end customer changing their mind;
- (d) the Customer subsequently requiring a different Product;
- (e) incorrect measurements or specifications;
- (f) incorrect quantity;
- (g) incorrectly ordered metal, width, gauge, length, size, fitting or finish; or
- (h) circumstances outside Golden Mile's reasonable control.

5.3 Standard products — 30% restocking and customer - error charge

Where:

- (a) Golden Mile has supplied or prepared the Product in accordance with the Customer's Order;
- (b) the Customer has made a Customer Error or subsequently wishes to cancel, return or exchange the Product; and
- (c) Golden Mile agrees in Writing to accept the cancellation, return or exchange,

Golden Mile may impose a **restocking and Customer Error charge equal to 30% of the invoiced value of the affected Products**.

5.4

The charge is intended to contribute towards Golden Mile's reasonable costs and losses including:

- (a) administration;
- (b) order processing;
- (c) inspection;
- (d) verification;
- (e) handling;
- (f) repackaging;
- (g) inventory management;
- (h) loss of sale opportunity;
- (i) precious-metal price exposure;
- (j) labour; and
- (k) other reasonable costs associated with the cancellation or return.

The amount charged will not exceed Golden Mile's reasonable costs and losses to the extent required by applicable law.

5.5 Discretionary reduction to 15%

Golden Mile may, having regard to the circumstances of an individual matter, reduce the charge under clause 5.3, including reducing the charge from **30% to 15% of the invoiced value of the affected Products**.

Any reduction:

- (a) is entirely at Golden Mile's commercial discretion;
- (b) must be confirmed in Writing;
- (c) constitutes a commercial concession;
- (d) does not constitute an admission of liability;
- (e) does not establish that the original charge was not payable;
- (f) does not establish a precedent for any other Customer or Order;
- (g) does not constitute a waiver of Golden Mile's rights; and
- (h) may be subject to conditions including immediate payment or prepayment of any replacement Order.

5.6

Unless otherwise agreed, the Customer is responsible for reasonable freight, courier, handling and third-party expenses arising from a Customer Error, cancellation, variation or return.

6. Custom and special-order products

6.1

A Custom Product includes a Product which Golden Mile:

- (a) manufactures;
- (b) alters;
- (c) modifies;
- (d) assembles;
- (e) engraves;
- (f) sources specially;
- (g) cuts or sizes;
- (h) fabricates;
- (i) produces to particular specifications; or
- (j) otherwise prepares specifically for a Customer.

6.2 No automatic cancellation or return

Custom Products are not returnable, exchangeable or cancellable because of Customer Error or change of mind unless Golden Mile expressly agrees otherwise in Writing.

6.3 Completed Custom Products

Where Golden Mile has completed or substantially completed a Custom Product in accordance with the Order and specifications provided or approved by the Customer, the **full invoiced price remains payable**, notwithstanding that:

- (a) the Customer subsequently determines that different specifications were required;
- (b) the Customer's own client no longer requires the Product;
- (c) the Customer or its client changes their mind;

- (d) the Customer made an error when ordering; or
- (e) the Customer refuses or fails to accept delivery.

6.4

Where the full invoice price for a completed Custom Product is paid, Golden Mile will make the Product available to the Customer in accordance with the applicable delivery arrangements.

6.5 Cancellation or variation during manufacture

Where Golden Mile agrees to vary or cancel a Custom Product before completion, the Customer must pay Golden Mile's reasonable costs and losses arising from the cancellation or variation.

These may include:

- (a) manufacturing labour already performed;
- (b) design and preparation work;
- (c) administration;
- (d) materials used, ordered, allocated or committed;
- (e) precious-metal losses;
- (f) components purchased or manufactured;
- (g) refining or processing costs;
- (h) third-party charges;
- (i) freight and handling;
- (j) dismantling, recovery or reworking costs; and
- (k) any other reasonable direct costs associated with the Order.

6.6

Golden Mile will take into account any amount reasonably recoverable by reusing, refining or realising the Product or its materials so that Golden Mile does not recover the same loss twice.

6.7 Commercial settlement

Golden Mile may, at its discretion, offer a credit, reduced charge, scrap-value allowance or other commercial settlement in relation to a Custom Product.

Any such arrangement must be confirmed in Writing and does not constitute:

- (a) an admission of liability;
- (b) a waiver of Golden Mile's rights; or
- (c) a precedent for another Order.

6.8

Nothing in this section limits any right or remedy which cannot lawfully be excluded.

7. Credit and payment

7.1

Golden Mile may:

- (a) require full or partial prepayment;
- (b) require a deposit;
- (c) provide credit;
- (d) impose a credit limit; or
- (e) withdraw, suspend or vary credit terms,

having regard to Golden Mile's reasonable assessment of commercial and credit risk.

7.2

Where credit has not been approved, payment must be made in cleared funds before delivery unless otherwise agreed.

7.3

Where credit has been approved, invoices are payable:

- (a) by the date expressly agreed in Writing; or
- (b) where no date has been agreed, within 30 days of the invoice date.

7.4

Golden Mile may require payment in full before accepting, commencing or continuing future Orders where the Customer has previously failed to comply with agreed payment terms.

8. Default, interest and debt recovery

8.1

The Customer is in default where:

- (a) an amount is not paid when due;
- (b) the Customer materially breaches these Terms;
- (c) the Customer exceeds an approved credit limit and fails to rectify the position after notice;
- (d) the Customer becomes subject to insolvency, external administration, receivership or liquidation; or
- (e) Golden Mile reasonably considers that continued supply on credit presents a materially increased credit risk.

8.2 Interest

Subject to applicable law, Golden Mile may charge interest on overdue amounts at **1.5% per calendar month**, calculated from the due date until payment.

8.3 Debt-recovery costs

The Customer must reimburse Golden Mile for reasonable debt-recovery expenses actually incurred because of the Customer's failure to pay an amount properly due, including reasonable mercantile-agent fees, court costs and legal costs to the extent recoverable by law.

8.4

Following default, Golden Mile may, to the extent reasonably necessary to protect its legitimate commercial interests:

- (a) suspend further credit;
- (b) require prepayment;
- (c) suspend manufacture;
- (d) suspend delivery;
- (e) decline further Orders;
- (f) withdraw a discount expressly conditional on timely payment;
- (g) exercise rights under the PPS Act;
- (h) commence recovery proceedings; and
- (i) exercise other rights available under law.

8.5

A certificate signed by an authorised representative of Golden Mile stating an amount recorded in Golden Mile's business records as owing will be prima facie evidence of that amount, subject to contrary evidence.

9. GST

9.1

Words used in this section which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the meanings given in that Act.

9.2

Unless expressly stated otherwise, prices are exclusive of GST.

9.3

Where GST is payable on a taxable supply, the Customer must pay the applicable GST in addition to the price.

9.4

Where an adjustment event occurs, the parties will make the adjustment required by applicable GST legislation and Golden Mile will issue any required adjustment note.

10. Delivery

10.1

Delivery occurs when:

- (a) the Customer or its representative collects the Products;
- (b) Products are delivered to the Customer's nominated address; or
- (c) a carrier nominated by the Customer takes possession of the Products.

10.2

Where the Customer nominates a carrier, that carrier is treated as the Customer's agent for delivery purposes.

10.3

The Customer must ensure delivery information supplied to Golden Mile is accurate and current.

10.4

Delivery to a third party or alternative address nominated by the Customer constitutes delivery to the Customer.

10.5

Where the Customer cannot or does not accept an agreed delivery, the Customer may be responsible for reasonable storage, demurrage, redelivery and related costs.

10.6 Delivery timeframes

Manufacturing and delivery dates are estimates unless Golden Mile expressly agrees in Writing that time is of the essence.

Golden Mile will use reasonable endeavours to meet agreed or estimated timeframes but is not liable for reasonable delay caused by circumstances outside its reasonable control.

10.7 Proof of delivery

A signed or electronically recorded proof of delivery constitutes evidence that the consignment was received. Acceptance of delivery does not, by itself, confirm that every Product has been inspected for latent defects or matters which could not reasonably have been identified on delivery.

11. Product information, dimensions, weights and images

11.1

Unless expressly agreed otherwise in Writing, photographs, illustrations, drawings, specifications, measurements, dimensions, weights, descriptions and samples are indicative and provided for identification and general guidance.

11.2

Jewellery manufacturing involves natural and manufacturing variations.

Reasonable jewellery-industry and manufacturing tolerances may apply to matters including:

- (a) dimensions;
- (b) weight;
- (c) colour;
- (d) finish;
- (e) pattern;
- (f) links;
- (g) solder joins;
- (h) fittings;
- (i) clasps;
- (j) stones; and
- (k) other characteristics.

11.3

The colour or appearance of Products displayed electronically may vary because of photography, lighting, screens and display settings.

12. Payment methods and payment processing

12.1

Golden Mile may determine the payment methods it accepts from time to time.

12.2

Golden Mile may impose a payment processing fee or surcharge only where and to the extent permitted by:

- (a) applicable law;
- (b) applicable payment-network or card-scheme rules; and
- (c) Golden Mile's agreement with its payment service provider.

12.3

Nothing in these Terms gives Golden Mile the right to impose a card surcharge where such a surcharge is prohibited.

12.4

Golden Mile may incorporate its ordinary costs of accepting payment into its general Product pricing.

13. Risk and retention of title

13.1

Risk in Products passes to the Customer on delivery.

13.2

Legal and beneficial ownership of Products remains with Golden Mile until Golden Mile receives cleared payment of:

- (a) the full amount owing for those Products; and
- (b) any other amount then due and payable by the Customer to Golden Mile,

to the extent permitted by law.

13.3

Until ownership passes, the Customer must:

- (a) hold the Products as bailee for Golden Mile;
- (b) where reasonably practicable identify them as Products supplied by Golden Mile;
- (c) take reasonable care of the Products; and
- (d) not knowingly grant an interest in the Products inconsistent with Golden Mile's rights.

13.4

Where permitted by law and subject to the PPS Act, if the Customer fails to pay amounts properly due or becomes insolvent, Golden Mile may exercise its lawful rights to recover Products in which it retains an interest.

13.5

Nothing in this section authorises entry onto premises or recovery of Products otherwise than in accordance with applicable law.

14. Personal property securities act

14.1

Terms defined in the PPS Act have the same meaning in this section unless the context requires otherwise.

14.2

The Customer acknowledges that these Terms may constitute a security agreement and that Golden Mile may have a security interest in Products supplied to the Customer and their proceeds.

14.3

Golden Mile may register a financing statement or financing change statement on the PPSR in respect of a security interest arising under these Terms, including a purchase money security interest where applicable.

14.4

The Customer must provide information and execute documents reasonably required to enable Golden Mile to register, maintain, perfect or enforce its security interest.

14.5

To the extent permitted by the PPS Act, the Customer waives any right to receive a verification statement where that right may lawfully be waived.

14.6

To the extent permitted by section 115 of the PPS Act, the parties agree that the following provisions do not apply to the extent that they may lawfully be contracted out of:

- (a) sections 95 and 96;
- (b) section 125;
- (c) section 129;
- (d) section 130 to the extent permitted;
- (e) subsection 132(4);
- (f) section 135;
- (g) section 142; and
- (h) section 143.

14.7

Nothing in this section limits any right which cannot lawfully be excluded or contracted out of.

14.8

The Customer must promptly notify Golden Mile of:

- (a) a change of legal name;
- (b) change of ABN or ACN;
- (c) change of business structure;
- (d) change of registered or principal address; or
- (e) another change reasonably relevant to a PPSR registration.

15. Disputed invoices

15.1

Where the Customer disputes an invoice, it must notify Golden Mile in Writing as soon as reasonably practicable and provide:

- (a) the amount disputed;
- (b) the reason for the dispute; and
- (c) sufficient information to enable Golden Mile to investigate.

15.2

The Customer must pay the undisputed portion of the invoice by the applicable due date.

15.3

Golden Mile will reasonably investigate a genuine invoice dispute.

15.4

Where an amount is determined to be properly payable, the Customer must pay it within seven days after receiving written notification of that determination or by the original due date, whichever is later.

15.5

Failure to dispute an invoice within 30 days may be taken into account as evidence that its price and quantities were accepted but does not prevent:

- (a) correction of a genuine error;
- (b) a claim concerning a latent defect; or
- (c) exercise of a right which cannot lawfully be excluded.

16. Inspection, claims and returns

16.1

The Customer must inspect Products as soon as reasonably practicable after delivery.

16.2

The Customer should notify Golden Mile in Writing within seven days after delivery of any:

- (a) shortage;
- (b) incorrect Product;
- (c) readily apparent incorrect specification;
- (d) visible transit damage; or
- (e) other discrepancy reasonably capable of identification by inspection.

16.3

Failure to notify Golden Mile within seven days may be taken into account when determining when or how a discrepancy occurred but does not extinguish a right concerning:

- (a) a latent defect which could not reasonably have been identified within that period; or
- (b) a statutory right which cannot lawfully be excluded.

16.4

Products must not be returned without prior authorisation from Golden Mile.

16.5

Golden Mile may reasonably inspect and verify returned Products before providing a credit, repair, replacement or other remedy.

16.6

Where a return results from an error by Golden Mile, a proven defect for which Golden Mile is responsible, or another matter for which Golden Mile is legally responsible, Golden Mile will bear reasonable authorised return costs where required by law or agreed in Writing.

16.7

Where a return results from Customer Error, change of mind or another matter for which the Customer is responsible, return freight and associated expenses are payable by the Customer.

16.8 Precious-metal Products unsuitable for restocking

Where Golden Mile voluntarily agrees to accept a precious-metal Product which cannot reasonably be returned to ordinary inventory for resale, Golden Mile may:

- (a) refine, scrap or recover the precious-metal content; and
- (b) provide an agreed credit having regard to recoverable precious-metal value,

less applicable charges permitted by these Terms.

Where reasonably practicable, Golden Mile will advise the Customer of the proposed treatment before processing the Product.

17. Warranties

17.1

Unless otherwise expressly agreed, the Customer acknowledges that Products are acquired primarily for re-supply or use in the course of the Customer's jewellery business.

17.2

Where Golden Mile provides an express warranty, that warranty is in addition to rights which cannot lawfully be excluded.

17.3

Where a warranty card or written warranty period is provided with a Product, the applicable warranty period is the period specified in that document.

17.4

Subject to applicable law, Golden Mile's voluntary workmanship warranty applies to defects arising from defective materials or workmanship for which Golden Mile is responsible.

17.5

A voluntary warranty does not cover damage or deterioration caused by:

- (a) normal wear and tear;
- (b) misuse;
- (c) accident;
- (d) neglect;
- (e) improper storage;
- (f) unauthorised alterations or repairs;
- (g) failure to follow care instructions;
- (h) exposure to inappropriate chemicals or environments;
- (i) damage occurring after risk has passed to the Customer and not caused by Golden Mile;
- (j) reasonable manufacturing or trade tolerances; or
- (k) inherent characteristics of the materials used.

17.6

Where Golden Mile accepts a valid warranty claim it may, subject to applicable law:

- (a) repair the Product;
- (b) replace the Product; or
- (c) provide another remedy required or permitted by law.

18. Australian consumer law and statutory rights

18.1

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which cannot lawfully be excluded, restricted or modified.

18.2

The application of the Australian Consumer Law depends upon the circumstances of the particular supply, including the nature, price and purpose of the acquisition.

18.3

Where applicable law permits Golden Mile's liability for failure to comply with a statutory guarantee to be limited, Golden Mile's liability is limited, at Golden Mile's option and to the extent permitted by law:

For goods:

- (a) replacement of the goods;
- (b) supply of equivalent goods;
- (c) repair of the goods;
- (d) payment of the cost of replacing the goods or acquiring equivalent goods; or
- (e) payment of the cost of having the goods repaired.

For services:

- (f) supplying the services again; or
- (g) payment of the cost of having the services supplied again.

18.4

Clause 18.3 does not apply where relying upon that limitation would not be fair or reasonable or where the limitation is otherwise prohibited by law.

19. Limitation of liability

19.1

This section is subject to section 18 and to liabilities which cannot lawfully be excluded or limited.

19.2

To the maximum extent permitted by law, Golden Mile is not liable for indirect, special or consequential loss which was not reasonably foreseeable when the relevant contract was entered into.

19.3

Without limiting clause 19.2, Golden Mile is not responsible for loss arising solely from:

- (a) inaccurate information or specifications supplied by the Customer;
- (b) Customer Error;
- (c) misuse or unauthorised alteration of a Product;
- (d) failure to follow Product-care instructions;
- (e) events outside Golden Mile's reasonable control; or
- (f) the actions of a carrier nominated by the Customer,

except to the extent Golden Mile caused or contributed to the loss or liability cannot lawfully be excluded.

19.4

Nothing in these Terms excludes liability for fraud, wilful misconduct or another liability which cannot lawfully be excluded.

20. Set-off

20.1

Subject to rights which cannot lawfully be excluded, the Customer may not deduct or set off a disputed or unrelated claim against an amount which is otherwise properly due and payable to Golden Mile.

20.2

This section does not prevent exercise of a statutory right of set-off which cannot lawfully be excluded.

21. Anti-money laundering and customer identification

21.1

Golden Mile may undertake steps reasonably necessary to comply with applicable AML/CTF Laws and other obligations relating to financial crime, fraud, sanctions and customer identification.

21.2

Where required or reasonably necessary for compliance, Golden Mile may request information or documentation concerning:

- (a) the Customer's identity;
- (b) directors, trustees, partners or authorised representatives;
- (c) beneficial ownership and control;
- (d) the purpose and nature of a transaction or business relationship;
- (e) source of funds;
- (f) source of wealth;
- (g) payment methods; and
- (h) other information reasonably required by applicable law.

21.3

The Customer must provide information Golden Mile is lawfully required to obtain before Golden Mile provides a regulated service.

21.4

Subject to applicable law, Golden Mile may delay, suspend, refuse or terminate a transaction where reasonably necessary to comply with:

- (a) AML/CTF Laws;
- (b) sanctions legislation;
- (c) court orders;
- (d) regulatory directions; or
- (e) other applicable legal requirements.

21.5

Golden Mile may make reports and disclosures to AUSTRAC, law-enforcement agencies, regulators or other authorities where required or permitted by law.

21.6

Golden Mile is not required to disclose information to the Customer where disclosure is prohibited by law.

22. Privacy

22.1

Golden Mile collects, uses, stores and discloses personal information in accordance with:

- (a) applicable privacy legislation;
- (b) applicable AML/CTF Laws; and
- (c) Golden Mile's Privacy Policy.

22.2

Personal information may be collected for purposes including:

- (a) processing Orders;
- (b) account administration;
- (c) credit assessment;
- (d) delivery;
- (e) debt recovery;
- (f) fraud prevention;
- (g) customer identification and verification;
- (h) AML/CTF compliance;
- (i) sanctions screening;
- (j) regulatory and legal compliance; and
- (k) general business administration.

22.3

Where permitted or required by law, information may be disclosed to:

- (a) credit-reporting and commercial credit organisations;
- (b) financial institutions;
- (c) payment processors;
- (d) freight and logistics providers;

- (e) professional advisers;
- (f) insurers;
- (g) debt-recovery providers;
- (h) AUSTRAC;
- (i) regulators;
- (j) law-enforcement authorities; and
- (k) service providers reasonably required to operate Golden Mile's business.

22.4

Golden Mile's current Privacy Policy is available on its website or by contacting Golden Mile.

23. Force majeure

23.1

Golden Mile is not liable for failure or delay in performing an obligation, other than an obligation which the law requires to be performed, to the extent performance is prevented or materially delayed by circumstances outside Golden Mile's reasonable control.

23.2

Such circumstances may include:

- (a) fire;
- (b) flood;
- (c) storm or natural disaster;
- (d) epidemic or pandemic;
- (e) war or terrorism;
- (f) civil disturbance;
- (g) industrial action;
- (h) transport disruption;
- (i) utility failure;
- (j) government action;
- (k) embargoes or sanctions;
- (l) interruption to international supply chains;
- (m) inability of suppliers to provide necessary materials despite reasonable efforts;
- (n) significant disruption to precious-metal supply; and
- (o) other comparable circumstances outside Golden Mile's reasonable control.

23.3

Golden Mile will use reasonable endeavours to minimise the effects of such circumstances.

24. Waiver and commercial concessions

24.1

A failure or delay by Golden Mile in exercising a contractual right does not constitute a waiver of that right.

24.2

A waiver is effective only where confirmed in Writing.

24.3

A concession made in relation to one Customer, invoice, dispute or Order does not require Golden Mile to make the same concession on another occasion.

24.4

Without limitation, a decision by Golden Mile to:

- (a) reduce a 30% restocking or Customer Error charge to 15% or another amount;
- (b) extend payment time;
- (c) waive interest;
- (d) decline to reprice an overdue precious-metal invoice; or
- (e) provide a credit or settlement,

does not establish a precedent or continuing entitlement.

25. Assignment

25.1

The Customer must not assign its rights or obligations relating to an accepted Order without Golden Mile's prior written consent, such consent not to be unreasonably withheld where the proposed assignment does not materially prejudice Golden Mile's legitimate interests.

25.2

Golden Mile may assign or transfer its rights or obligations:

- (a) as part of a genuine sale, restructure or transfer of its business;
- (b) to a related entity; or
- (c) where the assignment does not materially reduce the Customer's contractual rights.

26. Sale or disposal of customer's business

26.1

Where the Customer sells, transfers or otherwise disposes of its business, the Customer must promptly notify Golden Mile in Writing and provide the effective date of the change.

26.2

The Customer remains responsible for Orders placed on its account before Golden Mile receives effective notice of the change, except where the Customer establishes that an Order was unauthorised and Golden Mile knew or reasonably should have known it was unauthorised.

27. Notices

27.1

A notice under these Terms may be given:

- (a) personally;
- (b) by post; or
- (c) by email to the most recent email address notified by the receiving party.

27.2

An email notice will be taken to have been received when it enters the recipient's information system unless the sender receives notification that delivery has failed.

27.3

This section does not alter mandatory legal requirements applying to service of court documents or other formal documents.

28. Severability

28.1

If a provision of these Terms is illegal, void or unenforceable, that provision will, where reasonably possible, be read down to the extent necessary to make it valid and enforceable.

28.2

If the provision cannot reasonably be read down, it will be severed without affecting the remaining provisions.

29. Entire agreement

29.1

These Terms together with:

- (a) the applicable Order;
- (b) any accepted Quotation;
- (c) any written specifications; and
- (d) another document expressly incorporated by agreement,

constitute the agreement between Golden Mile and the Customer concerning that Order.

29.2

Nothing in this section excludes liability for misleading or deceptive conduct or any liability which cannot lawfully be excluded.

30. Governing law and jurisdiction

30.1

These Terms and contracts between Golden Mile and the Customer are governed by the laws of Victoria, Australia.

30.2

The parties submit to the non-exclusive jurisdiction of the courts and tribunals of Victoria and courts competent to hear appeals from them.

30.3

A contract formed under these Terms will be regarded as having been entered into at Golden Mile's place of business unless applicable law requires otherwise.

31. Interpretation

31.1

Headings are for convenience only and do not affect interpretation.

31.2

Words importing the singular include the plural and vice versa.

31.3

References to legislation include amendments, replacements and subordinate legislation.

31.4

The words "including", "includes" and similar expressions do not limit the matters which follow them.

31.5

Where an obligation is imposed on two or more persons, that obligation binds them jointly and severally to the extent permitted by law.

32. Customer acknowledgement

By submitting or confirming an Order after having reasonable access to these Terms, the Customer acknowledges that:

- (a) it has had an opportunity to review these Terms;
- (b) it is responsible for checking the accuracy of its Order and specifications before confirmation;
- (c) Golden Mile is entitled to rely upon the specifications supplied or approved by the Customer;
- (d) a Product manufactured in accordance with those specifications does not become Golden Mile's responsibility merely because the Customer subsequently determines that a different Product or specification was required;
- (e) Custom Products may involve substantial labour, precious metal and other materials immediately after an Order is accepted;
- (f) completed Custom Products manufactured substantially in accordance with the Customer's Order remain payable in full subject to applicable law;
- (g) Customer Errors involving standard Products may result in the **30% restocking and Customer Error charge** described in these Terms;
- (h) any reduction of that charge to **15% or another amount is a discretionary commercial concession by Golden Mile;**
- (i) precious-metal prices fluctuate and overdue invoices involving precious metals may be repriced where the applicable precious-metal price has increased by **more than 3%** in accordance with section 4;
- (j) manufacturing weights, dimensions and characteristics may be subject to reasonable jewellery-industry tolerances; and
- (k) these Terms remain subject to applicable laws and do not exclude rights which cannot lawfully be excluded.

GOLDEN MILE JEWELLERY MANUFACTURERS PTY LTD

ACN 059 719 345

as trustee for

THE ERDOGAN FAMILY TRUST

ABN 38 634 493 046

24 Kingsley Close, Rowville VIC 3178 Australia

Telephone: (03) 9753 3977

Email: accounts@goldenmile.com.au

Terms & Conditions of Trade — September 2026