



Regulations governing Consignment Stock and Metal Accounts

Argor-Heraeus SA, Via Moree 14, 6850 Mendrisio (AHSA)

A – Metal accounts regulations

1. Validity metal account regulations

The regulations governing metal accounts apply to all precious metals (Au, Ag, Pt, Pd), which are administered in account form by Argor-Heraeus SA (hereinafter AHSA).

2. Precious metals weight accounts

The weight accounts are kept in grams or troy ounces of fine weight.

3. Account holder's entitlement

The precious metal deposits of the single account holders are not stored separately. The account holder owns jointly with AHSA said metal which is part of the global stock present at AHSA and corresponds to the relative amount of metal on the specific account compared to the global stock of the other account holders .

The account holder may claim delivery of the quantity of metal shown on his account, given the observance of AHSA's retention of title. For physical deliveries the customer is charged with manufacturing costs. Place of delivery is Mendrisio. By arrangement, AHSA will deliver the metal to another destination at the expense and risk of the account holder, provided this is practicable and in compliance with the laws in force at the desired delivery point.

4. Duty to observe due care on the part of AHSA

AHSA undertakes to keep, register and manage the assets of the account holder with the same care as it does its own assets.

5. Type of accounts

Following account types are held:

- (Bank) metal accounts
- Industrial weight accounts

Industrial weight accounts cannot bear a negative balance. In order to avoid such situation, the customer entitles AHSA to compensate eventual differences automatically through the (bank) metal account.

6. Right of retention

AHSA retains title to the metal of all precious metal or consignment stocks of the Customer, whether booked on an account or not. The title of retention covers existing or future commitments with AHSA, as well as negative balances on precious metals accounts, unpaid delivery invoices or other contractual rights competing to AHSA ('debtor statements').

AHSA is entitled to exploit the right of retention, if the Customer hasn't balanced within the due terms his debtor statements. In this case the negative balance of available metal stock is invoiced, sold to third parties or purchased at the daily quotation by AHSA. The equivalent serves to balance open invoices or to cover other guaranteed commitments of the customer. Reserve funds are formed for other not fallen due, latent or suspensive conditional rights, within the sphere of the foreseeable amounts including the relative costs.

7. Interest/overdrafts

No credit interest is paid on metal accounts. Overdrafts are only permitted on bank metal accounts as part of an explicit credit agreement.

8. Fees, taxes and other duties

All taxes (e.g. VAT) and other duties in connection with the physical delivery of precious metals and the maintaining of precious metal weight accounts shall be borne by the account holder.

9. Precious metals weight account statements

The balance of the precious metal weight accounts are recorded on periodic statements sent to the account holder. Differences have to be communicated in writing to AHSA within 10 days, otherwise the reported balance shall apply.



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10. *Exclusive subject of right*

For all matters concerning the precious metal accounts, the Customer's right of disposal as well as AHSA's right of retention, AHSA is entitled to follow exclusively the instructions of the account holder without having to respect legal ties to third parties of the latter. Deposits which are made on behalf of the Customer by third parties, are considered as deposits of the Customer.

11. *General terms and Conditions*

The General Terms and Conditions prevail upon the present regulations, which shall supplement the provisions of the General Terms and Conditions. In case of incongruency between the different versions of these regulations, the German version shall overrule.

12. *Changes of the Metal account regulations*

AHSA reserves the right to make changes to these regulations at any time. Such changes shall be communicated to the account holder in writing or in another suitable manner one month before becoming effective.



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B - Consignment Stock Regulations

13. Validity Consignment Stock regulations

The Consignment Stock Regulations shall apply to the safekeeping of all precious metals (Au, Ag, Pt, Pd) which are stored in physical form at Argor-Heraeus SA (hereinafter AHSA).

14. Consignment Stock

The consignment stock accounts are kept in grams or troy ounces of fine weight and number of pieces. Warranty deliveries are registered according to the Customer's indications with the mention "weight, number, fine weight as per declaration, not verified"

15. Duty to observe due care on the part of AHSA

AHSA undertakes to keep, register and manage the consignment stock assets of the account holder with the same care as it does its own assets.

16. Consignment Stock Account holder's entitlement

The precious metal stock of the individual account holders is stored separately and inventory can be made anytime during normal business hours. Delivery place for withdrawals from the consignment stock account is Mendrisio. By arrangement, AHSA will deliver the metal to another destination at the expense and risk of the account holder, provided this is practicable and in compliance with the laws in force at the desired delivery point.

17. Right of retention

AHSA retains title to the metal of all precious metal accounts of the Customer, whether booked in a deposit or not. The title of retention covers existing or future commitments with AHSA, as well as negative balances on precious metals accounts, unpaid delivery invoices or other contractual rights competing to AHSA ('debtor statements').

AHSA is entitled to exploit the right of retention, if the Customer has not balanced within the due terms his debtor statements. For this purpose the material subject to right of retention is

melted. The melted amount is invoiced according to the existing negative balance, sold to third parties or purchased at the daily quotation by AHSA. The equivalent serves to balance open invoices or to cover other guaranteed commitments of the customer. Reserve funds are formed for other not fallen due, latent or suspensive conditional rights, within the sphere of the foreseeable amounts including the relative costs.

18. Fees, taxes and other duties

All taxes (e.g. VAT) and other duties in connection with the physical delivery of precious metals and the maintaining of consignment stock accounts shall be borne by the account holder.

19. Statements

The balance of the consignment stock accounts are recorded on periodic statements sent to the account holder. Differences have to be communicated in writing to AHSA within 10 days, otherwise the reported balance shall apply.

20. Exclusive subject of right

For all matters concerning the precious metal accounts, the Customer's right of disposal as well as AHSA's right of retention, AHSA is entitled to follow exclusively the instructions of the account holder without having to respect legal ties to third parties of the latter.

21. General Terms of Delivery

The General Terms of Delivery prevail upon the present regulations, which shall supplement the provisions of the General Terms of Delivery. In case of incongruency between the different versions of these regulations, the German version shall overrule.

22. Changes of the Consignment Stock account regulations

AHSA reserves the right to make changes to these regulations at any time. Such changes shall be communicated to the account holder in writing or in another suitable manner one month before becoming effective.

Mendrisio, December 2003