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Opening hours:
Monday to Thursday
09h00 – 17h00
Friday: 09h00 – 13h00

#: NB-DMMYYYY

CLIENT IDENTIFICATION FORM :

ALL RELEVANT DOCUMENTATION MUST ACCOMPANY THIS APPLICATION*

INSTRUCTIONS: Please Fill out form in BLOCK LETTERS and in BLACK INK.

Section A - Company / Individual Details

1. Full Name of Company / Individual			
2. Company Registration No.			
3. Date of Registration			
4. Country of Registration			
5. Tax Identification No.			
6. Trading Articles			
7. Registered Physical Address	Street:	ZIP code:	
	City:	Country:	
8. Registered Postal Address	Street:	ZIP code:	
	City:	Country:	
9. Contact Details.	Tel # 1		Tel # 2
	Fax # 1		Cell # 1
	Email 1		Email 2
10. Website			

Section B - Company Directors

Directors Details

1. 1 st Director	Surname	Other Names
i. Name		
ii. Passport No.		
iii. Country of Issue		
iv. Expiry Date		
v. Signature		
2. 2 nd Director	Surname	Other Names
i. Name		
ii. Passport No.		
iii. Country of Issue		
iv. Expiry Date		
v. Signature		

***Section C - Authorised Signatory(ies)**

1. Name & Designation	
2. Signature	

Section D - List of Mandates

Surname	Other Names	Passport	Country of Issue
1.			
2.			

Section E - Relevant Accompanying Documentation

Checklist

1. Company Registration Documents	Certified copies of Certificate of Registration	
2. Director Details, Signatories &	Passport IDs	
3. Fees	Swift Advice for Payment	

Section F - Fee Details

1. Account Opening Fee	EUR 1 0 0 0 (refundable on 1st delivery)	Sign and seal
2. Annual Account Maintenance Fee	EUR 1 0 0 0	

Additional information:

***Application Disclaimer**

- i) Signing this form constitutes acceptance of the terms and conditions of trade and operating a metal account at EMEKO.
- ii) Annual renewal fee for Account Maintenance is EUR 1000€

For Office Use Only			
Verified By:		Date	
Approved By:		Date	
Metal Account No.		Renewal	
Metal To be	Au Pt Ag Pd	Authorized	

Additional information:

Sign and seal



General Terms and Conditions

ARTICLE 1: INTRODUCTION

ARTICLE 2: DEFINITIONS

ARTICLE 3: PROCESSING CONDITIONS

- 3.1. Unique Identification
- 3.2. Initial Intake
- 3.3. Binding Authority
- 3.4. Results
- 3.5. Counter-Assay Results
- 3.6. Related Costs
- 3.7. Validity of Documents
- 3.8. Signatories

ARTICLE 4: SALE AND RESTITUTION OF THE DELIVERED MATERIAL

- 4.1 Offer
- 4.2 Restitution
- 4.3 Pricing
- 4.4 Sale
- 4.5 Email Traffic
- 4.6 Supplier

ARTICLE 5: TITLE AND RISK OF LOSS

ARTICLE 6: DISPUTE MANAGEMENT

ARTICLE 7: FORCE MAJEURE

ARTICLE 8: INSURANCE

ARTICLE 9: JOINT DECLARATION

ARTICLE 10: ABSENCE OF TOXIC CONTENT

ARTICLE 11: ABSENCE OF TOXIC SUBSTANCES

ARTICLE 12: MISCELLANEOUS

ARTICLE 13: JURISDICTION AND APPLICABLE LAW

Article 1: Introduction

The present general terms act as a basis for the relationship between EMEKO SA. and the Supplier, unless otherwise expressly agreed in writing. Any matter not covered by these general conditions shall be settled in accordance with the applicable law. The Supplier agrees to accept these terms and conditions. Suppliers' general terms and conditions of business will not be accepted, nor will they be accepted by the acceptance of goods, the provision of services or receipt of payment.

Article 2: Definitions

- "Business Days": any working day that is not a Saturday or a Sunday and on which banks are open for corporate business in Brussels, Belgium.
- "Delivered Material": the metals delivered by the Supplier to EMEKO SA.
- "Client Identification Form": the form made up in two original copies at the initial client intake.
- "Receipt Form": the form made up in two original copies at the initial material intake describing the delivered material.

Article 3: Processing conditions

3.1. Unique Identification

The Delivered Material will form a complete and separate lot and cannot be merged with any other outstanding transaction. The Delivered Material should always be accompanied by a document allowing clear and transparent identification.

3.2. Initial Intake

The Delivered Material is checked and weighed at initial intake. The weight of the Delivered Material is accepted by the Supplier, save for proof of the contrary provided by the Supplier.

3.3. Binding Authority

The signed Receipt Form is binding upon the parties thereto, their assigns and successors and is signed with full authority to act.

By signing the Receipt Form, the Supplier requests and authorizes EMEKO SA. to refine the Delivered Material, unless the Supplier explicitly indicates on the Receipt Form that only an assay on a sample is to be performed.

3.4. Results

The Supplier accepts the results of the assay performed by EMEKO SA. The Supplier is entitled to have an independent counter-assay carried out, which must be requested prior to the delivery of the Delivered Material by the Supplier. The independent third party performing the counter-assay will be the Royal Belgian Mint. If the Supplier has not requested for a counter-assay as defined above, it will be presumed that the Supplier has waived his/her right to do so.

3.5. Counter-Assay Results

If the difference between the results of the assay performed by EMEKO SA. and those of the counter-assay performed by the Royal Belgian Mint is not more than 3%, the Supplier will accept the results of the assay performed by EMEKO SA.. All costs related to the counter-assay are borne by the Supplier.

3.6. Related Costs

All costs related to the processing of the Delivered Material are borne by the Supplier

3.7. Validity of Documents

Supplier and EMEKO SA. acknowledge the legal validity of documents transmitted by e-mail or telefax, all documents bearing the transmitting party's fax number or e-mail.

3.8. Signatories

Each of the parties signing the Receipt Form confirm – under penalty of perjury – that each has full legal and lawful authority to execute the Receipt Form and therefore all corresponding terms and conditions will be fully binding. The parties have – by signing the Client Identification Form – entered into a working relationship in good faith hand and each party will use its best efforts in the full spirit of co-operation.

Article 4: Sale and Restitution of the Delivered Material

4.1 Offer

After completion of the weighing, sampling and assaying operations and exchange of the assay results, EMEKO SA. may purchase the Delivered Material. Assays of gold will be performed at the latest on the Business Day following the day of EMEKO SA. Refinery's receipt of the Delivered Material. Assays of all other precious metals will be performed in a longer timeframe, depending on the nature of the metals contained in the Delivered Material. Cycle time of processing of those other metals will be clearly indicated on the Receipt Form.

Supplier and EMEKO SA. must clearly indicate on the Receipt Form whether the Supplier wishes to sell the Delivered Material after refining or whether Supplier wishes EMEKO SA. to return the refined Delivered Material. If the Supplier has not indicated as set out above, it will be presumed that EMEKO SA. may buy the refined Delivered Material. Any communication error or misunderstanding will be borne by the Supplier. By accepting an advance at the date of delivery of the Delivered Material, the Supplier accepts the sale of the Delivered Material to EMEKO SA..

4.2 Restitution

Restitution of the (refined) Delivered Material is only possible upon submission of the original Receipt Form. The Supplier is entitled to give instruction regarding the physical delivery of the (refined) Delivered Material (transport, country, etc.). All costs and risks related to the return delivery are borne by the Supplier.

4.3 Pricing

Supplier has the possibility to fix prices in advance. All fixings are done in pure gold and are based on the LBMA spot price. When clearing outstanding fixed prices, the FIFO (First In First Out) principle is applied at all times.

4.4 Sale

The value of the Delivered Material is calculated based on recovered net metal content and based on the price agreed between EMEKO SA. and the Supplier on the date of delivery of the returned metals, unless otherwise indicated on the Receipt Form. In this case the value will be based on the price agreed between EMEKO SA. and the Supplier on the date of sale. The value of the Delivered Material will be paid within three (3) Business Days after final assay under deduction of all pending charges due and a possible advance as indicated on the Receipt Form. The sales invoice must clearly indicate the unique ID of the Delivered Material.

4.5 Email Traffic

Emails sent between EMEKO SA. and the Supplier, as identified by the email address stated on the Client Identification Form, serve as proof of subject matter of the transaction concerned.

4.6 Supplier

The Supplier is entitled to appoint third parties who are mandated to receive disbursements or restitutions of precious metals by EMEKO SA.. The identity of these third parties must be clearly indicated in the contracts between the Supplier and the third parties. Any disbursement or restitution to such parties discharges EMEKO SA. from any liability towards the Supplier.

Article 5: Title and risk of loss

Title to and risk of loss of the Delivered Material will remain with the Supplier throughout the entire process. Title to and risk of loss of the Delivered Material will only pass to EMEKO SA. upon the date the Supplier accepts the offer of EMEKO SA. to retain or sell returnable metals for an amount equivalent to the total amount due by the Supplier. The Supplier declares that the Delivered Material is the property of the Supplier who has good and valid title thereto and that the Delivered Material is free of any mortgage, pledge, security interests, options, liens, claims, charges, contractual commitments or other encumbrances, whether existing or potential. The Supplier will provide EMEKO SA. with any proof thereof if asked to do so.

Article 6: Dispute Management

Supplier and EMEKO SA. agree to make every effort for solving possible disputes arising from the execution of the Receipt Form in an amicable manner and will resort to litigations only after such efforts have failed.

Article 7: Force Majeure

No party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster, war, invasion, act of foreign enemies, hostilities – whether war is declared or not – rebellion, revolution or civil war, insurrection, military or usurped power of confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption of failure of electricity or of telephone service). In such event, any party asserting Force Majeure as an excuse will have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

Article 8: Insurance

The Supplier will, at his own expense, obtain and pay for any insurance with a first class underwriter of good reputation to cover the value of the Delivered Material. The insurance will be taken against all risks including strike, riot and war risks and be in effect from door-to-door.

Article 9: Joint Declaration

EMEKO SA. and Supplier each declare that the Delivered Material offered for sale, and the origin of the funds used for purchasing the Delivered Material, do NOT contravene: the Drug Trafficking Offenses Act 1986, The Criminal Act 1988, The Prevention of Terrorism (Temporary Provisions) Act 1989, The Criminal Justice (International Co-Operation) Act 1990, The Criminal Justice Act 1993, and the Money Laundering Regulations 1993, or any other illegal or criminal activity. And accordingly each party signing the Receipt Form indemnifies each other against any such allegation, which may or may not be made in the future.

Article 10: Absence of precious content

Should the assay reveal that the Delivered Material does not contain any or very few precious metals; the Supplier will bear all costs for any customs formalities, as well as the costs for destruction or return of the Delivered Material. EMEKO SA. is entitled to require a security as it sees fit from the Supplier to cover the expenses mentioned above.

Article 11: Absence of Toxic Substances

The Supplier commits to strongly confirm that the Delivered Material does not contain toxic substances. If the Supplier disregards to disclose the existence of toxic substances in the Delivered Material, he will be held liable for all caused adverse effects.

Article 12: Miscellaneous

In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect. The failure to enforce, or the waiver of a breach by EMEKO SA. of any provision contained herein shall not constitute a waiver of any other breach or of such provision.

Article 13: Jurisdiction and Applicable Law

These general terms and conditions as well as any relationship or agreement between parties shall be governed by and construed in accordance with Belgian law, excluding the Belgian law of conflict of laws. All disputes which may arise between parties belong to the exclusive jurisdiction of the courts in Antwerp, Belgium.

I have read and understood the General Conditions.

Location: _____ /...../...../.....
Signature (read and approved)

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