



Part of the Umicore Group

IMPERIAL SMELTING & REFINING CO. OF CANADA LTD.
ESTABLISHED 1914
APPLICATION FOR CREDIT OR INCREASE
AML VERIFICATION FORM



GENERAL
Legal Company Name:
Name Business Operates as:
Address:
City: Prov/State: Postal/ZIP:
Phone: Fax: E-mail Address:
Web Site: Business Number or Other ID::
Check 1: Sole Proprietorship Partnership Corporation
Check 1: Manufacturer Retailer Both Industrial Academic Engineering Wholesaler
Ownership and or Principals:
Line of Credit Requested: Business Opened Since:
BANK: Branch:
ABA Number: Account Number:
Phone Number: Manager:

COMMERCIAL REFERENCES
Business & Contact Name Address Phone Fax
1
2
3
Products & Services intending to purchase Plate Wire Grain Tube Rings Findings Alloy Refining
Type of Transaction Terms Consignment/Toll Account
Insurance Company:

Terms: Net 30 days from Statement Date. Interest Rate: 1 1/2 % per month (18% Interest per annum) on overdue balance. Customer's signature constitutes acknowledgement and approval of our terms of sale, and authorizes whatever credit investigation is necessary to process this application.

Authorized Signature: Title:
Print Name: Date:

Imperial has adopted the principles, based on the values set by the Canadian Standards Association's Model Code for the Protection of Personal Information and Canada's Personal Information Protection and Electronic Documents Act. (see full Policy available online at https://www.imperialproducts.com/CustCarePrivacy.aspx) In providing the information above, you consent to our collection, use and disclosure to appropriate third parties of such personal information for these purposes as outlined in our Imperial Privacy Policy.



**IMPERIAL SMELTING & REFINING CO. OF CANADA LTD.  
ESTABLISHED 1914  
ANTI-MONEY LAUNDERING PROGRAM**



Imperial Smelting & Refining Co. of Canada Ltd. (Imperial) has established an Anti-Money Laundering Program (AML) in compliance with the Proceeds of Crime Terrorist Financing Act (PCMLTFA), the rules and regulations overseen by The Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC"), and other anti-money laundering obligations imposed by federal and other applicable laws in Canada.

The anti-money laundering rule includes dealers in precious metals, precious stones, and jewels. Dealers affected are defined by the rule as those who have purchased or sold \$10,000 or more in any single transaction.

Imperial falls under the definition of a "Dealer." As part of our AML policy, we will collect information on new individuals and new company owners to validate business transactions.

We thank you for your valued cooperation in eliminating fraud and unlawful business practices in our industry.

<b>President or Owner</b>					
<b>Company Name</b> (if applicable)					
<b>Address:</b>					
<b>Phone:</b>		<b>Fax:</b>		<b>E-Mail:</b>	
<b>Date:</b>					
<b>Business Number or Other ID:</b>					

**CERTIFICATION - AML**

We have or will be implementing an Anti-Money Laundering (AML) Program:

We will not institute an AML Program due to our status as an 'exempt' retailer or dealer:

**CERTIFICATION – TERMS & CONDITIONS**

I agree to the attached Terms and Conditions, which may be subject to change. The most recent version of the Terms and Conditions is available on [www.imperialproducts.com](http://www.imperialproducts.com) or [www.umicorepreciousmetals.com](http://www.umicorepreciousmetals.com).

I certify that the information provided is complete and accurate and I will provide updated information to Imperial Smelting & Refining Company of Canada Ltd. in writing in the event that any of the information provided changes.

Authorized Signature:		Title:	
Print Name:		Date:	

Please return form to: **Imperial Smelting & Refining Co. of Canada Ltd.  
Attention: Compliance Officer  
451 Denison Street,  
Markham, Ontario L3R 1B7  
Canada  
Fax # 1.800.827.4779**

## **REFINING STANDARD TERMS AND CONDITIONS**

THIS CONSTITUTES THE STANDARD TERMS AND CONDITIONS BY WHICH IMPERIAL SMELTING & REFINING CO. OF CANADA LTD./UMICORE PRECIOUS METALS USA LTD. ("REFINER") PERFORMS REFINING SERVICES FOR CUSTOMER(S). NO AMENDMENTS OR ADDITIONS SHALL BE BINDING ON THE REFINER UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE REFINER. IN ADDITION THE REFINER IS NOT BOUND BY ANY TERMS AND CONDITIONS OF THE CUSTOMER'S PURCHASE ORDERS OR ANY OTHER FORMS WHERE THEY ARE AT VARIANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

**1. General.** The terms and conditions set forth below shall constitute the sole, complete and exclusive agreement between Refiner and Customer and shall not be modified or waived, except by written agreement by an authorized representative of the Refiner. All other terms, conditions, warranties, acceptances or other communications between Refiner and Customer are considered null and void to the extent they conflict with the terms and conditions set forth herein.

**2. Environment, health and safety.** All material shipped to the Refiner must comply with D.O.T. and W.H.M.I.S. (for transport in Canada) and W.H.M.I.S., D.O.T. and R.T.K. (for transport in the USA) and other relevant regulations. The Customer shall not deliver material that is corrosive, explosive, flammable, radioactive, bio-hazardous, carcinogenic, hazardous, toxic or contain any of the following: chlorine, bromine, fluorine, selenium, mercury, arsenic, cadmium, tellurium, or plastic (compounds) etc. Should packaging be visibly damaged (oil or liquid soaked cardboard, tear or rip through container, cracked plastic container) when received, it will be quarantined and the customer contacted before opening to ensure contents have not been adversely affected during transit. Should a strong acidic or ammonia odour be noticed when the outer or inner package is opened, then the customer will be contacted before processing begins. All powder / dust lots are to be packaged in an inner sealed container to prevent unintended release of dust when the outer package is opened. All cost and liabilities arising out of the delivery of such material shall be the responsibility of the Customer.

**3. Warranty.** The Customer warrants that it is the sole legal beneficial owner of the material free from all liens, charges and encumbrances or other adverse rights or interests whatsoever and shall hold Refiner harmless from any and all suits, judgments or damages based upon a claim by third parties to the contrary.

**4. Delivery.** Refiner will make commercially reasonable efforts to meet the settlement date, however, such date is an estimate only and in no circumstances shall the Refiner be liable for any loss of value, direct, indirect or consequential, sustained by the customer through market fluctuations or any other cause whatsoever arising out of late settlement or trading of metal by Refiner.

**5. Conditions of Purchase/Credit and Sale.** The Customer is advised to provide written instructions to the Refiner by using the refining packing slip which is available on our websites. In case of verbal instructions the Refiner's records will be valid. Unless otherwise pre-agreed in writing standard pricing (including any applicable retentions, holding, storage, disposal, administration, handling, preparation or other charges) will apply. Pricing may be subject to change. Pricing information is available from our customer service team (contact details on our websites). The Refiner reserves the right to determine the appropriate processing, sampling and assay techniques and procedures to evaluate contents of individual lots. The Refiner reserves the right to refuse the lot for refining upon inspection and analysis of the full lot, irrespective of any previously analyzed samples. Unless otherwise pre-agreed the Refiner's sample, processing, sampling and assay techniques and procedures will be used to determine the fine metal content and settlement amounts. Unless otherwise pre-agreed the Refiner reserves the right to process all material once sampling is complete. In case the customer desires to take back the material prior to refining, the Refiner reserves the right to charge for all services provided up to that point. The Refiner reserves the right to deduct refining charges and other appropriate charges and premiums from settlement amounts and hold consignment material pending receipt of assaying, refining and other charges. Interest charges are applicable on overdue accounts. All inbound shipments are DDP Markham (Incoterms 2010). Insurance, handling, freight, duty and taxes or any other charges on shipments will be charged to the account of the sender (originator – owner) of the material, unless otherwise mutually agreed to in writing.

**6. Payment.** Payment of all invoices is due in full within 30 days of the statement, which is issued on the last day of the month for all services during that month. Overdue accounts are subject to a late payment charge at prevailing interest rates. Any claim concerning invoice amounts shall be made within ten (10) business days from the date of receipt of invoice by Buyer, or shall be deemed void. If at any time Seller becomes insecure about Customer's ability to perform under this contract, Refiner may in writing demand from customer adequate assurance of customer's ability to perform, and Refiner may, at Refiner's option, suspend delivery of services until Refiner has received such assurance from Customer in writing, or may require cash or other security before delivery of services to Customer. In addition to any other legal remedy, if Customer fails to fulfill the terms of payment or is in default with respect to any other term, Refiner may, at its option, cancel all further deliveries of services to Customer. Customer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Refiner in the collection of any sum due by Customer to Refiner.

**7. Limitation of Liability.** IN NO EVENT SHALL REFINER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER ARISING IN WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, ABSOLUTE LIABILITY, ACTUAL OR IMPUTED TORT, PATENT INFRINGEMENT OR OTHERWISE) including, but not limited to, loss of profits or revenue, loss of use of the item(s) delivered, loss of use of fine metal or cash/cheque (monies) received, cost of capital, or claims of clients of the Customer for such other damages, whether on account of any nonconformance or defect in any items furnished hereunder or delays in delivery thereof or services performed thereon or any other nonconformance by Refiner. Refiner's liability on any claim, whether in contract, negligence, actual or imputed, strict liability, absolute liability, tort or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, inspection, operation or use of any items covered by or furnished under this contract shall in no case exceed the aggregate refining charges actually paid by the Customer to the Refiner in regard to the material or metals which give rise to this claim.

**8. Force Majeure.** The Refiner is not liable for loss from causes beyond its reasonable control. This includes actions by any provincial, federal, state or local government or any department or agency thereof; acts of God, natural disasters, fires, strikes, lockouts, embargoes, wars, riots, shortages in materials and labour, transportation, utilities and other critical materials and services. In the event of a delay due to these reasons, the date of delivery may be extended by a similar amount of time that is reasonable to compensate for the delay.

**9. Applicable Law.** All contracts and these terms and conditions shall be governed by and construed under the laws of the State of North Carolina without regard to its conflicts of laws principles. Buyer and Seller agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any lawsuit arising in connection with a contract or these terms and conditions must be brought in the state or federal court sitting in Wake County, North Carolina.

**10. Updates.** These terms and conditions are valid as of June 9, 2011 and may be subject to change. Up to date information can be found on our websites [www.imperialproducts.com](http://www.imperialproducts.com) and [www.umicorepreciousmetals.com](http://www.umicorepreciousmetals.com).

# PRODUCT TERMS AND CONDITIONS OF SALE

**1. Entire Agreement.** The terms and conditions (collectively "Terms") set forth herein govern the sale of the products by Imperial Smelting and Refining Company of Canada Ltd. and/or Umicore Precious Metals USA Ltd. (the "Seller") (the "Products") and any written or verbal sales contract by the Seller for the Sale of Products ("Contract") is expressly made conditional on Buyer's assent to these Terms to the exclusion of all other terms. Contracts, together with these Terms, constitute the sole, entire and exclusive agreement between Buyer and Seller for the sale of the Products and supersedes all prior discussions, proposals, negotiations, representations and agreements. Seller objects to and will not be bound by any additional, different or inconsistent terms in Buyer's purchase order or other documents from Buyer, and shipment or delivery pursuant to a purchase order of Buyer that contains additional, different or inconsistent terms does not constitute acceptance of such terms. No terms, conditions, understandings or agreements purporting to waive, modify, or vary these Terms will be binding unless made in accordance with section 14 below.

**2. Prices.** The price of the Products is based on actual weights, precious metal content of materials and on e of the following precious metal markets, unless otherwise agreed to between Buyer and Seller, plus surcharges: (i) account customers (custom and Ready-Stock™): precious metal markets in effect on the next business day after the order is shipped (ii) C.O.D. customers: (a) custom orders: precious metal markets in effect on the business day the order is shipped, (b) Ready-Stock™: precious metal market in effect at the time of order entry. The price of the Products includes charges for manufacturing, alloying, processing, set-up, engineering, packaging and any other directly attributed costs and profit allowances. The price of the Products is subject to change to the price in effect at the time of each delivery of Products (as specified in section 4 below). Any sales or other tax or duty which Seller may be required to collect or pay upon the sale of Products will be added to the price of the Products and will be paid by Buyer.

**3. Payment.** Following each delivery of Products, Seller shall submit invoices to Buyer stating amounts due. Unless otherwise specified in the Contract, payment of all invoices is due in full within 30 days of the statement, which is issued on the last day of the month for all shipments during that month. Overdue accounts are subject to a late payment charge at prevailing interest rates. Any claim concerning invoice amounts shall be made within ten (10) business days from the date of receipt of invoice by Buyer, or shall be deemed void. If at any time Seller becomes insecure about Buyer's ability to perform under this Contract, Seller may in writing demand from Buyer adequate assurance of Buyer's ability to perform, and Seller may, at Seller's option, suspend delivery of Products until Seller has received such assurance from Buyer in writing, or may require cash or other security before delivery of Products to Buyer. In addition to any other legal remedy, if Buyer fails to fulfill the terms of payment or is in default with respect to any other Term, Seller may, at its option, cancel all further deliveries of Products to Buyer. Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum due Seller from Buyer.

**4. Delivery, Shipment, and Packing.** Unless otherwise agreed in writing, all Products shall be sold and delivered DDP Delivery Duty Paid (Incoterms 2010) Buyer's factory. Title and risk of loss shall pass to Buyer simultaneously with delivery. Seller shall pack and mark the Products according to its standard procedures for domestic and/or export delivery. Should Seller be unable to meet the delivery schedule specified, Seller shall notify Buyer and shall have no liability to Buyer therefore. Buyer assumes all risk and liability for, and hereby agrees to indemnify Seller from and against, all losses, liabilities, damages and claims whatsoever (whether for personal injury, property damage or otherwise), arising out of the transportation, unloading, storage, handling or use of any Products after title passes to Buyer.

**5. Warranty Terms.** All Products are warranted to the original Buyer only at the time of delivery to conform to drawings and specifications mutually agreed upon in writing. Seller's sole obligation, and Buyer's exclusive remedy under the Contract is for Seller, at Seller's option, to repair or replace defective Products or refund Buyer's purchase price for any Product which fails to meet this warranty. This warranty does not apply to Products (i) which have been subjected to misuse, negligence, accident, or improper maintenance, installation, or application; (ii) which have been repaired or altered without Seller's prior written consent; or (iii) which, based on Seller's examination, do not disclose to Seller's satisfaction non-conformance to this warranty. This warranty expires thirty (30) days after the date of delivery of the warranted Products. Before returning any Product covered by this warranty, Buyer must obtain a return authorization from Seller, which will be valid for thirty (30) days from the date of Seller's issuance, provided that Seller receives the returned Product within the 30-day period. Buyer must prepay all freight, however, Seller will issue Buyer a credit for all reasonable freight for the foregoing purpose where Seller determines that nonconforming Product has been delivered. All risk of loss and damage to any item returned to the Seller under this Section 5. shall remain with the Buyer until receipt of the item by the Seller.

SELLER DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS, WHETHER ARISING BY OPERATION OF LAW, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**6. LIMITATION OF LIABILITY.** The total liability of Seller with respect to the Products or otherwise arising in connection with the Contract, whether such liability is based on contract, warranty, negligence, strict liability, or otherwise, shall not exceed the purchase price of the Products in respect of which any claim is made. SELLER WILL IN NO EVENT BE LIABLE FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING

OUT OF THE DELIVERY, NON-DELIVERY, SALE, RESALE, OR USE OF THE PRODUCTS, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. The Seller will make commercially reasonable efforts to meet the delivery date, however, such date is an estimate only and in no circumstances shall the Seller be liable for any loss of value, direct, indirect or consequential, sustained by the Buyer through market fluctuations or any other cause whatsoever arising out of late delivery or trading of metal by the Seller.

**7. Product Changes.** Seller agrees to notify Buyer of relevant changes in the design or specifications of Products, or of any decision to discontinue Products during the period covered by the Contract. Seller shall have no liability to Buyer for any costs, lost profits, or other damages resulting from any such design or specification change or Product discontinuance. If Buyer desires Product changes, Buyer shall submit a written request to Seller for consideration. Within a reasonable period thereafter, Seller shall notify Buyer of its acceptance or rejection of Buyer's request. If accepted, Seller shall provide Buyer with its charges for the Product change and a proposed implementation date.

**8. Patents.** Seller shall defend and indemnify Buyer against any claims or liabilities based on alleged patent infringement by reason of the sale or normal use of Products, provided Seller is promptly notified in writing of such claim of infringement and given full authority for the defense of such action. If Products are to be prepared or manufactured according to Buyer's specifications, Buyer shall defend and indemnify Seller against any claims or liabilities for patent or trademark infringement on account of Seller's preparation, manufacture and sale of such Products.

**9. Technical information.** Neither Buyer nor Seller shall assert any claim against the other with respect to any technical information which has been or may hereafter be disclosed to the other in connection with the sale of Products, except claims for patent infringement as provided in section 8 above.

**10. Government Approvals.** Seller and Buyer, respectively, shall be responsible for compliance with and for obtaining such approvals and/or permits as may be required under national, state/provincial, and local laws, ordinances, regulations, and rules as may be applicable to the performance of their respective responsibilities and obligations under the Contract.

**11. Force Majeure** Any delay or failure of Seller to perform its obligations under the Contract shall be excused to the extent such delay or failure is caused by an event or occurrence beyond Seller's reasonable control, such as, by way of example and not limitation, acts of God, acts of any governmental authority (whether valid or invalid), fires, floods, severe weather, explosions, riots, natural disasters, wars, sabotage, terrorism, embargoes, labour problems (including lockouts, strikes, and slowdowns) at Seller's facility or its source plants' or suppliers' facilities, or inability to obtain or delay in obtaining power, material, equipment, transportation or other critical materials and services.

**12. Assignment.** Neither Buyer nor Seller may assign any of its rights or obligations under the Contract without first obtaining the written consent of the other; provided, however, that Seller has the right to assign any of its rights or obligations under the Contract to any divisions, subsidiaries or affiliates.

**13. Governing Law.** All Contracts shall be governed by and construed under the laws of the State of North Carolina without regard to its conflicts of laws principles. Buyer and Seller agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. Any lawsuit arising in connection with a Contract must be brought in the state or federal court sitting in Wake County, North Carolina.

**14. Amendments.** No amendment or modification to the Contract shall be binding upon either party unless it is in writing and is signed by both parties.

**15. Severability.** If any provision of this Contract is held to be invalid or unenforceable, that provision shall be valid and enforceable to the maximum extent permissible and the remaining provisions of the Contract shall be given full force and effect. Section headings here are for convenience of reference only and shall not affect the construction or interpretation of these Terms.

**16. Waiver.** Either party's failure to insist on strict compliance with any provision of the Contract in any instance shall not be deemed a waiver of that party's right to insist on strict compliance in any other instance. If an action by either party requires the consent or approval of the other, such consent or approval on any one occasion shall not be deemed consent or approval on a subsequent occasion or to any other action.

**17. Cancellation.** The Contract may not be cancelled by Buyer in whole or in part without Seller's written consent and payment to Seller of a sum sufficient to cover (a) the price in effect at time of delivery for all Products delivered, and the price in effect at time of cancellation for all Products ready for delivery; (b) the costs of work-in-process and raw materials incurred by Seller, its subcontractors or suppliers; and (c) the costs associated with development and engineering of the Products, including, but not limited to, tooling, facilitation, foreign exchange, and interest, to the extent such costs are properly allocable or apportionable under generally accepted accounting principles. Within one hundred twenty (120) days from a notice of cancellation by Buyer, Seller shall submit documentation of the prices and costs described in (a), (b), and (c) above sufficient to permit Buyer's audit. Buyer shall have thirty (30) days in which to audit Seller's documentation and to request in writing any additional information from Seller reasonably necessary to support Seller's costs. Within ten (10) days after receiving the additional information, if any, requested of Seller, Buyer shall pay Seller in accordance with this section 17.

**18. Updates.** These Terms are valid as of 2 June 2011 and are subject to change. Updates are available on our websites [www.imperialproducts.com](http://www.imperialproducts.com) and [www.umicorepreciousmetals.com](http://www.umicorepreciousmetals.com).