

**CUSTOMER ACCOUNT
TERMS AND CONDITIONS OF TRADE**

1. NATURE AND SCOPE OF TERMS OF TRADE

- 1.1 CPMG is a wholesaler of precious metals (including silver bullion, gold bullion, silver coins, gold coins, platinum and palladium)) and other goods which are hereafter referred to as "goods" and supplies associated services relating to such goods, including, without limitation, providing credit for purchases of such goods and storing such goods for its customers.
- 1.2 These terms and conditions of trade ("Terms") form a contract that applies between CPMG and the Customer in respect of precious metals and all other goods sold to or bought from the Customer by CPMG (hereafter, collectively referred to as "goods") and all related services provided by CPMG for the Customer's benefit (hereafter "services").
- 1.3 Where the Customer comprises more than one person, all obligations of the Customer acknowledges that those obligations are joint and several in respect of all persons comprising the Customer.
- 1.4 The Customer acknowledges that acceptance by CPMG of a Customer Account Application or of any request by the Customer for the provision of credit and/or purchase of goods or sale of goods from CPMG or on behalf of the Customer by CPMG constitutes acknowledgment and agreement by the Customer that all contracts between the Customer and CPMG shall be governed by these Terms.
- 1.5 From time to time, CPMG may issue updated or amended terms and conditions of trade. An order by the customer for sale and purchase of goods from CPMG or on the customer's behalf after CPMG has issued any updated or amended terms is deemed to be acceptance of such terms.
- 1.6 CPMG and the Customer may agree in writing on special terms and conditions that either vary or are additional to these Terms, otherwise these Terms will apply to all transactions between CPMG and the Customer.
- 1.7 CPMG shall be entitled to cancel all or any part of any contract or contracts with the Customer, in addition to its other remedies (including its right to recover all sums owing to it for deliveries already made), in the following circumstances:
 - (a) If any amount payable by the Purchaser to the Company are overdue; or
 - (b) If the Purchaser fails to meet any obligation under this or any other contract or obligation to the Company; or
 - (c) If the Purchaser becomes insolvent; or
 - (d) If a receiver, statutory manager or voluntary administrator is appointed in respect of the assets of the Purchaser; or
 - (e) If the Purchaser no longer carries on business or threatens to cease carrying on business; or
 - (f) If an arrangement with the Purchaser's creditors is made or likely to be made; or
 - (g) If the membership or effective control of the Purchaser is transferred or the nature of the Purchaser's business is materially altered.
 - (h) If the Purchaser makes default in taking delivery in time.

2. ORDERING AND ACCEPTANCE

- 2.1 The Customer will purchase and sell goods:
 - (a) By submitting written purchase or sale orders to CPMG on the order form provided by CPMG to the Customer or in accordance with the procedures (including entry of details electronically via website or otherwise) or any other order process required or accepted by CPMG from time to time; or
 - (b) By submitting verbal instructions to CPMG which will be tape recorded by CPMG and, for the purposes of this clause, the Customer hereby irrevocably authorises CPMG to record all conversations with the Customer and its agents for the purposes of undertaking the Customer's required transactions and to utilise such recordings as evidence of the Customers orders and instructions; and
 - (c) Each order, instruction and/or order form submitted by the Customer:
 - (i) Is subject to these Terms except as is otherwise specified by CPMG at the time of the order or separately agreed in writing by the Customer and CPMG;
 - (ii) At a minimum, must specify all of the matters on a written order form or as is otherwise requested by CPMG.

- 2.2 Once submitted under clause 2.1, the Customer may not revoke a purchase order or sale order three (3) Business Days and once accepted by CPMG in accordance with clause 2.3, the Customer may not revoke or cancel a purchase or sale order without CPMG's prior consent which may be withheld at CPMG's sole discretion.
- 2.3 All purchase and sale orders for the goods submitted by the Customer will subject to acceptance by CPMG (in its absolute discretion) and will not become binding on CPMG until such acceptance. Any variation, waiver or cancellation of any order or any amendment to terms or conditions of the order made by the Customer shall be of no effect unless expressly accepted by CPMG.
- 2.4 CPMG reserves the right, on giving prior written notice to the Customer, to vary the price of the goods ordered by the Customer, between the date of the Customer's order and the date of acceptance by CPMG to take account of things such as (but without limitation):
- (a) Any increase in labour costs, costs of materials or any related services (including without limitation freight or delivery services, packaging services or insurance); or
 - (b) Changes in exchange rates.
- 2.5 CPMG shall deliver to the Customer written confirmation of its acceptance of each sale or purchase transaction and may do so by reflecting the activity via its internet website. The Customer shall, within three (3) Business Days hours of receipt of the confirmation from CPMG advise of any error in such confirmation or agrees it shall be deemed to be true and accurate in all respects.
- 2.6 The Customer acknowledges and agrees that CPMG is not under any duty to accept purchase or sale orders from the Customer and in no case shall accept orders from anyone other than the Customer or the Customer's authorised representatives as is more particularly set out in clause 8.1.
- 2.7 Except as may be agreed by CPMG in accordance with clause 2.3 any terms in any purchase or sale order or order form that have been inserted by the Customer that are inconsistent with or in addition to these Terms are hereby rejected by CPMG and will be deemed null and of no effect, even if CPMG accepts or acknowledges such purchase or sale order itself.
- 2.8 CPMG may cancel any purchase order or sale order accepted by CPMG, or refuse delivery of the goods under it, if the Customer:
- (a) Fails to make any payment as provided in these Terms or under the payment terms set forth in any invoice or as otherwise agreed by CPMG and the Customer;
 - (b) Fails to meet reasonable credit or financial requirements established by CPMG, including any limitations on allowable credit; or
 - (c) Otherwise fails to comply with these Terms or any other agreement; or
 - (d) CPMG has reasonable grounds to doubt the Customer's solvency; and
- Any such cancellation, refusal or delay by CPMG does not constitute a termination of any agreement with the Customer (unless CPMG so advises the Customer) or breach of any such agreement or these Terms by CPMG.

3. PRICE AND PAYMENT

- 3.1 All purchases for immediate delivery to the customer or to be held by CPMG to the Customer's account shall be paid in cash or cleared funds on or before the day of the transaction in the full amount of the purchase price advised by CPMG to the customer together with any or all applicable delivery charges, commissions, imposts and taxes.
- 3.2 Unless otherwise stated, CPMG's prices are quoted exclusive of taxes, freight and insurance charges, duties and other imposts which, if chargeable, are payable by the Customer whether they are imposed or brought into force before or after acceptance of the Customer's order.
- 3.3 Without prejudice to any other remedies which CPMG might have:
- (a) In the event of failure by the Customer to pay for goods or services in accordance with these Terms; or
 - (b) If the Customer otherwise fails to otherwise comply with these Terms; or
 - (c) If CPMG deems the Customer's credit to be unsatisfactory,

CPMG shall be entitled to cease supply of future goods to the Customer and/or cancel any current orders for purchase or sale of goods by the Customer. Upon such cancellation and without prejudice to any other remedies which CPMG might have, all credit in favour of the Customer will cease and all payments outstanding will become immediately due and payable to CPMG. CPMG may also enforce its security interest in respect of such goods in its possession and otherwise exercise in relation to the goods any of its rights whether those rights are as owner/security interest holder and/or unpaid seller or otherwise and whether those rights are conferred by common law, contract, statute or in any other way.

- 3.4 In accepting any payments from the Customer, CPMG will not be bound by any conditions or qualifications or other terms which the Customer may have attached to those payments.

4. DELIVERY

- 4.1 Delivery is deemed to be made when (at the Customer's option):
- (a) The goods arrive at the Customer's nominated address; or
 - (b) Goods are held by CPMG to the Customer's order.

- 4.2 On delivery to the Customer's nominated address:
(a) The goods are at the Customer's sole risk; and
(b) Insurance is the Customer's responsibility.
- 4.3 Unless otherwise specified in an order form that complies with clause 2.1 of these Terms, delivery of goods to the Customer's nominated address shall be CIF (Cost, Insurance Freight) and CPMG will choose the carrier, insurer and method of transportation of the goods and ensure for the full replacement value of the goods. CPMG will dispatch the Customer's order for goods in one delivery or by instalments (where CPMG accepts an order which provides for delivery by instalments). Failure to deliver any instalment will not entitle the Customer to refuse to accept delivery or any remaining instalments.
- 4.4 If the Customer requires goods to be held by CPMG to the Customer's order:
(a) The Customer agrees to pay CPMG's monthly charges immediately when due;
(b) The Customer may utilise any of CPMG's credit facilities granted to the Customer to pay amounts owing to CPMG;
(c) The Customer grants CPMG security interests in the goods on the terms set out in clause 7 of these Terms to the extent of any unpaid amounts payable to CPMG ; and
(d) The Customer may at any time request delivery of the goods to the Customer's nominated address and CPMG shall dispatch such goods in accordance with this clause provided all outstanding amounts owing by the Customer to CPMG are paid in full.

5. RISK AND LOSS IN TRANSIT

- 5.1 Risk (including, without limitation, insurance responsibility) of any loss, damage or deterioration of or to the goods shall pass to the Customer upon the delivery of goods to the Customer.
- 5.2 Claims made for damage in respect of goods lost or damaged in transit must be made against CPMG in the following manner:
(a) Prior to accepting the goods and acknowledging delivery the Customer must ensure that the complete consignment as per the delivery note has been received;
(b) In the case of damage the delivery note must be endorsed by the Customer setting out in full the reasons for non-acceptance of the goods;
- 5.3 The liability of CPMG in respect of the failure to deliver due to loss in transit or damage in transit where risk has not passed to the Customer shall be limited to paying the requisite insurance proceeds to the Customer or assigning any such claim to the Customer.
- 5.4 Risk shall pass back from the Customer to CPMG only if CPMG takes possession of the goods.

6. PURCHASE OF GOODS ON CREDIT TERMS

- 6.1 CPMG provides to selected Customers the ability to purchase goods on credit terms and will fund such purchases to a maximum of 70% of the market value held in CPMG's possession to the Customer's order in accordance with clause 4.4 of these Terms (the market value being calculated after deducting any amounts owing by the Customer to CPMG).
- 6.2 The Customer and CPMG shall agree upon the quantity and type of goods ordered by the Customer on which CPMG will provide credit terms and the price payable for those goods. Immediately upon the Customer placing an order for goods on credit, the Customer shall pay to CPMG the agreed percentage of the total market value of the Customer's purchase, which is at the date of publication of these terms, a minimum of 30% of the total market value of the goods, with CPMG providing a maximum of 70% of the market value.
- 6.3 Any credit provided by CPMG to the Customer shall be repayable in part or in full by the Customer at any time upon demand from CPMG.
- 6.4 The Customer shall obtain title of all such products purchased on credit immediately upon the initial order being accepted and the title shall be evidenced by CPMG's confirmation to the Customer. However, CPMG shall be entitled to retain possession of all goods purchased by the Customer and the Customer grants a full general and specific security interest to CPMG on the terms set out in clause 7 of these Terms over all such goods until the Customer pays for the goods in full.
- 6.5 CPMG shall be entitled to charge interest for providing credit which is charged in respect of the Customer's unpaid balance of its credit account, monthly. Unless otherwise advised by CPMG in writing, the amount charged shall be determined as follows:
(a) On all outstanding balances due to the CPMG, interest at the rate of 10% or an amount equal to the right of Chase Manhattan prime or base rate plus 4% per annum (whichever is the lesser), calculated daily;
(b) The interest will accrue from the date of inception of each transaction where the Customer's order results in a net balance due to CPMG;
(c) To determine the Customer's daily outstanding balance due to CPMG for the purposes of calculation of the interest payable, CPMG will calculate interest by starting with the outstanding balance in the Customer's account each day, adding the amount of any new balances due or any other charges incurred by the Customer on that day together with interest chargeable on interest on a compounding basis and subtracting any payments received or credits attributed to the Customer from that day. CPMG will then apply interest to the net balance due to CPMG for that day and add each day's charges to obtain the monthly interest payment payable by the Customer in terms of this agreement.

- (d) Should the Customer wish to fully repay the Customer's account, the Customer shall only be liable to pay the interest accruing to the date of payment.
 - (e) CPMG shall upon request by the Customer advise the interest rate currently in effect on the Customer's outstanding credit balance and provide a breakdown of outstanding amounts. However, it is the Customer's responsibility to request such information from CPMG and otherwise monitor and ensure all outstanding interest charges are paid in full.
- 6.6 The Customer shall ensure that the total amount owing to CPMG in the Customer's account shall not become 85% more of the total market value of the products held by CPMG to the Customer's account.
- 6.7 CPMG will use its best endeavours to provide warnings to the Customer that its required percentage interest in such goods has reduced CPMG is neither responsible nor required to provide such warnings or make such demand and shall not be liable for any failure to do so whatsoever. It is the responsibility of the Customer to monitor the values of the Customer's product and to communicate with CPMG and for the Customer to otherwise make the Customer aware of its/his/her equity levels.
- 6.8 Should CPMG notify the Customer that it is in breach of clause 6.6, the Customer shall immediately take the necessary steps and/or provide the necessary instructions to CPMG to restore its interest in the goods purchased on credit so it retains a paid up interest in the goods to a minimum of 20% of the total market value of those goods. This may be accomplished by the following methods:
- (a) Providing additional product (either fully paid for or on further credit terms);
 - (b) Reduction of the amounts outstanding to CPMG; or
 - (c) Ordering the sale of all or part of the existing goods held to the Customer's account.
- 6.9 The Customer acknowledges and agrees that:
- (a) If CPMG should make demand for payment by the Customer in accordance with clause 6.3 and should payment not be made by the Customer within 24 hours of such demand (including any further interest incurred in that time); or
 - (b) Should the Customer be in breach these Terms; or
 - (c) Should the total amount owing to CPMG by the Customer be more than 85% or more of the total market value of the products held by CPMG to the Customer's account; then

Without prejudice to any other rights or remedies CPMG may have, CPMG may immediately exercise its security interest and sell or otherwise realise all goods held by it to the Customer's order and first apply all such proceeds to reduce the amounts owing to CPMG by the Customer.

- 6.10 Notwithstanding the foregoing, CPMG reserves the right to alter, change or otherwise modify its currently available credit terms at any time without prior notice to the Customer.

7. SECURITY - PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

- 7.1 The Customer grants to CPMG a specific security interest in the goods purchased and the proceeds of the goods securing the purchase money for the goods and a general security interest over all the customer's goods in the possession of CPMG and their proceeds. The Customer will, if CPMG requests, sign any documents (including any new agreements), provide all necessary information and do anything else required by CPMG to ensure that CPMG's security interest is a perfected security interest. For the avoidance of doubt, the customer acknowledges that while title may pass to the Customer in respect of any goods not delivered to the Customer, CPMG retains absolute right to possession of such goods and their proceeds until the goods are paid for in full by the Customer.
- 7.2 The Customer will not enter into any security agreement that permits any other person to register any security interest in respect of the goods or the proceeds.
- 7.3 If the goods are for the Customer's business use or still held by the Customer pending any onsale to its customers, the Customer agrees, to the extent Part 9 of the PPSA applies, that it will have no rights under Part 9 (Enforcement) of the PPSA. For example, but without limitation:
- (a) The Customer will have no rights under sections 114(1)(a) (to receive a notice of sale), section 117(1)(c) (relating to distribution of surplus), and section 133 (reinstating the agreement);
 - (b) The Customer waives its rights under section 116 (to receive statement of account), section 119 (to recover surplus) and sections 120(2) and 121 (to receive notice of any proposal to retain the goods and object to any proposal).
- 7.4 The Customer waives its right under the PPSA to receive a copy of any verification statement or financing change statement.
- 7.5 The Customer agrees that where CPMG has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.
- 7.6 For the purpose of this clause:
- (a) "PPSA" means the Personal Property Securities Act 1999; and
 - (b) The expressions "personal property", "purchase money security interest", "security agreement", "security interest", "perfected security interest", "verification statement" and "financing change statement" have the meanings given to them under, or in the context of the PPSA.

8. THE CUSTOMER'S COVENANTS AND WARRANTIES

- 8.1 The Customer acknowledges and agrees:
- (a) Any persons advised by the Customer to CPMG as being the principals, employees, agents, attorneys, brokers, legal representatives or other authorised representatives that have authority to act on behalf of the Customer (hereafter "Agents") shall have full authority to instruct CPMG and bind the Customer and CPMG shall be entitled to rely on that authority and take instructions from that person as though they are the Customer until the Customer formerly advises CPMG in writing that that Agents authority has been revoked;
 - (b) The Customer shall be fully responsible and liable for all acts and omissions of its Agents and CPMG shall not be entitled to enquire about the Agent's authority or otherwise question the Agent's instructions or have any liability whatsoever in respect of carrying out an Agents instruction.
 - (c) The Customer is relying on their own judgment and not any representations or recommendations made by CPMG or any of its principals, employees, contractors or agents and without limiting the foregoing, it is aware that, as with any investment, the prices of precious metal change daily and there are no guarantees that the price they are purchased for will ever be exceeded in order to provide the opportunity of a higher selling price.

9. LIMITATION OF WARRANTY/LIABILITY

- 9.1 The Customer acknowledges that it acquires the goods primarily for its own business use and/or investment purposes and all guarantees and remedies in the Consumer Guarantees Act 1993 are excluded. The Customer further agrees that the conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or implied by the common law will not apply and are expressly excluded from these Terms.
- 9.2 The Customer must rely upon its own judgment as to the nature, quality and condition of the goods supplied by CPMG and as to their sufficiency for any use or purpose and the Customer acknowledges that CPMG is under no duty to ascertain the suitability of the goods for any purpose whatsoever and that no such representation has been made by CPMG.
- 9.3 CPMG warrants that while goods will comply with their description and specification however, except for any express written warranty in these Terms or otherwise provided to the Customer, CPMG provides no other warranty, expressed or implied, including any implied warranty of quality, merchantability or fitness for purpose or otherwise and any warranties expressed or implied by law or statute, in respect of the goods are excluded to the extent that such law or statutes permits exclusion.
- 9.4 Subject to clause 9.4 of these Terms, the parties acknowledge and agree that in no event will CPMG or its officers, principals, employees, contractors or agents have any liability to the Customer arising out of or connection with these Terms or the use or performance of any goods and without limiting the foregoing, the parties agree that CPMG shall not in any case whatsoever be liable for:
- (a) Any special, incidental, indirect, punitive or consequential Damages; loss of profit, revenue, goodwill, use or the costs of procuring substitute goods.
 - (b) Damages exceeding, in the aggregate, the value of the payments actually received by CPMG from the Customer under these Terms in the preceding 12 months; or
 - (c) Damages in respect of any claim made:
 - (i) more than six months from the date the Customer becomes aware of the circumstances leading to that claim; or
 - (ii) more that 12 months after the relevant cause of action arise.

10. INDEMNITY

- 10.1 The Customer indemnifies CPMG from and against all liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis whether incurred by or awarded against a party) including those associated with any third party claim, and whether arising under contract, tort (including negligence) or otherwise shall CPMG or its directors, principals, employees, contractors or agents sustains or incurs (directly or indirectly) arising out of or resulting from:
- (a) Any breach of these Terms by the Customer or inaccurate information provided by the Customer to CPMG;
 - (b) Any contravention of applicable laws or regulations by the Customer, including export and import control laws;
 - (c) Any claim by any third party arising from any act or omission of the Customer in connection with these Terms (whether negligent or not), including:
 - (i) The Customer's use, marketing, distribution or other activities by the Customer under these terms or otherwise in relation to the goods; or
 - (ii) Any misrepresentations, warranty or agreement, express or implied made by the Customer with respect to the CPMG, the supplier or the manufacturer of or the goods;
 - (d) Without limiting the preceding clauses any negligent, wilful, reckless or unlawful act or omission of, or any intentional misconduct by the Customer in connection with these Terms; or
 - (e) Any claim by the Customer, to the extent that such claim is beyond the scope of CPMG's liability to the Customer under these Terms.

11. INFORMATION AND PRIVACY ACT 1993

- (a) The Customer acknowledges and agrees that CPMG is authorised to make approaches to any credit reporting agency to obtain a report about the creditworthiness of either or both of the Customer or any guarantor/s.

- (b) The Customer authorises CPMG to engage in the exchange of information with a credit reporting agency or with other such parties as are necessary to give effect to these Terms and to the ongoing relationship between the parties.
- (c) The Customer acknowledges that the information referred to in the previous clause may include information about the creditworthiness, credit standing, credit history, credit capacity, and credit providers of the Customer and that the Customer authorises collection of this information by CPMG and waives any rights they have (that are capable of waiver) under the Privacy Act 1993 in respect of this information.
- (d) CPMG and the Customer acknowledges they understand that the Customer has rights under the Privacy Act 1993, to access and correct any information held about the Customer by the CPMG.

12. FORCE MAJEURE

- 12.1 If CPMG is rendered unable, wholly or in part, by force majeure to carry out its obligations under these Terms, then it shall give to the Customer prompt written notice of the force majeure with reasonably full particulars concerning it and upon providing such notice CPMG's obligations that are affected by the force majeure shall be suspended for the period in which the force majeure extends.

13. DISPUTE RESOLUTION

- 13.1 Either party may give the other party notice of any dispute arising in respect of, or in connection with, these Terms ("Dispute").
- 13.2 In the event of a notice being given pursuant to clause 13.1 above, then the parties must:
 - (a) Meet at senior management level to discuss the Dispute and make a genuine effort to resolve the Dispute;
 - (b) If no resolution of the Dispute has occurred within ten (10) Business Days from the date of the giving of the notice in accordance with clause 13.1 above, then either party may require the other party to attend a mediation of the Dispute ("Mediation Request").
- 13.3 In the event of a Mediation Request the parties must:
 - (a) Make any such Mediation Request in writing; and
 - (b) Agree upon the mediator.
- 13.4 If the parties cannot agree on a mediator within ten (10) Business Days from the date of any Mediation Request, then the mediator will be appointed by the President from time to time of the Auckland District Law Society or its successor organisation.
- 13.5 If the Dispute is not resolved by mediation within twenty (20) Business Days after the appointment of a mediator, then the Dispute may be referred to arbitration by either party ("Arbitration Request"). In the event of an Arbitration Request:
 - (a) The arbitration will be by a single arbitrator, who will be agreed upon by the parties;
 - (b) If the parties cannot agree upon an arbitrator within ten (10) Business Days from the date of any Arbitration Request, then the arbitrator will be appointed by the President of the Auckland District Law Society from time to time or its successor organisation;
 - (c) Articles 4 and 5 of Schedule 2 of the Arbitration Act 1996 ("Arbitration Act") will not apply to any dispute and the arbitration will be conducted in accordance with the Arbitration Act.
- 13.6 Notwithstanding anything in this clause 11 or the Arbitration Act, the decision of the arbitrator will be final and binding and neither party may commence court proceedings in relation to any Dispute arising out of or in connection with these Terms that is the subject of a notice under clause 11.1 at any time.

14. TERM AND TERMINATION

- 14.1 This agreement may be terminated by either party upon written notice, without cause, provided however that such termination shall in no way affect the rights or obligations of CPMG and the Customer with respect of any purchase or sale which remains uncompleted or any other obligation incurred prior to termination.

15. EXECUTION

- 15.1 The Customer accepts these Terms by any signed Acknowledgement to CPMG, including signature of the Customer Account Application or by placing an order with CPMG in terms of clause 1.4 and any signing by the Customer and/or the Customer's authorised representative shall be binding upon the Customer, whether the representation of the relevant signature appears on an electronically scanned document or facsimile document forwarded to CPMG by the Customer or its authorised representative.
- 15.2 CPMG shall accept the Customer's offer to enter into an agreement in accordance with clause 1.4 and any acknowledgement by CPMG that it has accepted the Customer's order or Customer Account Application shall constitute valid and binding obligations between the parties.

16. GENERAL

- 16.1 These Terms constitute the entire understanding and agreement by the parties relating to the matters dealt with in it and supersedes and extinguishes all prior agreements, statements, representations and understandings whether verbal or written given by or made between both parties relating to the matters dealt with in this Agreement. [or, and shall govern all matters between CPMG and the Customer from the date these Terms are accepted as set out in clause 1.4.

- 16.2 To be effective, any waiver of any or all of the terms and conditions in any agreement the Customer has with CPMG must be in writing and Failure by CPMG to enforce any of the terms and conditions shall not be deemed to be a waiver of any of the rights or obligations CPMG has under these Terms.
- 16.3 The Customer may not assign all or any of its rights or obligations under these Terms without the prior written consent of CPMG.
- 16.4 CPMG is not bound, unless otherwise stated in these terms, by any error or omission on any invoice, order form or other document or statement issued by CPMG.
- 16.5 Where CPMG has rights and remedies at law or otherwise in addition to the rights set out in these Terms, those rights and remedies will continue to apply.
- 16.6 If any of these Terms or part thereof are held to be invalid, illegal, unenforceable or void for any reason or reasons, all of the remaining Terms (or part thereof) shall remain in full force and effect.
- 16.7 These Terms are governed by the law of New Zealand and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand.

17. DEFINITIONS AND INTERPRETATION

In interpreting these Terms:

“Business Day” means any day not being a Saturday or Sunday or statutory holiday in Auckland, New Zealand.

“CIF” means Cost, Insurance and freight sale terms as defined by the Incoterms published by the International Chamber of Commerce and as may be modified by these Terms.

“Damages” means all liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis) whether incurred by or awarded against a party) including those associated with any third party claim, and whether arising under contract, tort (including negligence) or otherwise.

“Force Majeure” means and includes an act of God, strike, lockout or other industrial disturbance, act of a public enemy, war blockade, public riot, lightning, fire, storm, flood, explosion, governmental action or governmental delay restraint or inaction, unavailability of equipment or product, and any other cause whatsoever that is not reasonably within the control of CPMG.

References to statutes or Acts are New Zealand statutes.

COMMONWEALTH PRECIOUS METALS GROUP CONTACT DETAILS:

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