



**INVESTGOLD STANDARD TERMS & CONDITIONS (inv/std/t&c/091001)**

These standard terms and conditions apply to and bind all suppliers and clients dealing with Investgold. A copy of this document is available at [www.investgold.co.za](http://www.investgold.co.za), will be made available on request, has been attached to the Golden Mile Plan (GMP) Terms and Conditions as well as the Co-Ownership Plan agreement and forms part of those arrangements as well. The client acknowledges that these terms and conditions vary from time to time and that Investgold has expressly reserved the right to effect changes to these, their standard conditions of doing business and to publish the changes from time to time. Furthermore by completing and submitting the applicable application form for the GMP or Co-Ownership Plan to Investgold the client agrees to be bound to these conditions as varied from time to time.

When ordering and/or booking stock, when payments are made and/or when stock is being collected/delivered/couriered, these Standard Terms and Conditions must be acknowledged, observed and adhered to.

Both clients and suppliers are required to confirm by fax, mail or email to **Investgold** or by initialing a copy hereof or signing acceptance of a Quotation, Proforma Invoice, Tax Invoice or Purchase Order that they are bound by these arrangements before any clearance will be given on any type of payment and/or before any stock may be collected/delivered/couriered or sold to or by **Investgold**.

With regard to the **GMP or Co-Ownership contracts** or agreements, in the event of the **Investgold** Standard Terms & Conditions (as stipulated/laid out in this document) conflicting with the provisions of the GMP or Co-Ownership Plan Terms and Conditions, the latter (GMP or Co-Ownership Plan) terms and conditions will apply to and bind the parties.

**Krugerrands:**

- Note that a **1.2% cash deposit fee** is payable by a client when paying for Krugerrands by means of direct cash deposits into **Investgold's** bank account whether or not the cash deposit fee was added to a Quotation, Proforma invoice, Tax invoice, etc. Such fee must be paid before the Krugerrands are dispatched.
- Krugerrands may **not** be purchased on a **credit card** unless permission was obtained in writing from **Investgold** management.
- Payments for Krugerrand must be received before the expiry date and time by which the price was fixed. If proof of payment is not received by **Investgold** by such expiry time **Investgold** reserves the right to increase the price and notify the client accordingly by sending an amended invoice for payment before the Krugerrands are dispatched to the client.

**Investgold bank account payments:**

- Investgold's** banking details are:  
**ABSA Current Acc # 4052432095, B/Code 632005**
- In making any payment the **quotation number** as well as the client's **surname and initials must be used as the reference** on the deposit slip. **Investgold** will not be held liable for any losses or delays in dispatching coins/medallions for any reason should such information not be provided.
- After a payment has been made, please fax or email (1) **proof of payment** together with quoted **quotation number** and **surname** as reference and (2) **signed invoice/order/quotation**.

National Tel: **0861 BULLION**

Web: **www.investgold.co.za**

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Gauteng: Unit F16, Pinewood Square, 33 Riley Road, Woodmead, Jhb / Tel: 011 234 1626 / Fax: 011 234 1642 / support@investgold.co.za

Western Cape: 2<sup>nd</sup> Floor Church Corner, Church Street, George, 6529 / Tel: 044 874 1096 / Fax: 044 874 0151 / reception@investgold.co.za

- (3) A copy of a client's green RSA ID must be e-mailed, not faxed, to **Investgold** for all payments made into **Investgold's** bank account.

**Credit/debit card payments** (if permitted by management):

- Krugerrands** may not be purchased on a credit/debit card.
- No** credit/debit card transaction will be permitted without providing a **landline** of such client's place of work. A broker must be able to **verify** such number.
- Original **credit/debit card** and **green ID** must be produced when products are collected.
- (1) Complete the **Credit/Debit Card Checklist** (2) read **Investgold Standard Terms & Conditions** and sign **invoice/order** on acceptance of such Terms & Conditions and (3) **fax or e-mail** mentioned documentation to **Investgold**.
- (4) Scan your **ID**, (5) scan **both sides** of your credit/debit card and (6) if purchases exceed R5,000 scan your **municipal Rates & Taxes or levy account** verifying your residence address and (6) **e-mail**, not fax, such documentation to **Investgold**. (No faxes will be accepted)
- No** credit/debit card transactions will be permitted for or on behalf of **businesses**.
- Clearance on transactions done via **Amex** (American Express) or **Diners** debit/credit cards is a minimum of 12 months. Such coins purchased may not be collected or sold during this period.

**General:**

- Please note the **expiry date/time** on your invoice/order (*Prices valid until*). Payments made after the referred date and time will **not be accepted**, unless approval was granted by **Investgold** management in writing.
- Investgold** reserves the right to change any price on any invoice/order at any time and will not be held liable for any type of loss of income nor any type of loss due to the increase - or decrease of the price quoted.
- Invoices/orders may **not be cancelled** and payments/stock will not be refunded or returned after invoices/orders have been accepted by the client and/or after payments are made for any reason. Any type of refund or cancellation request is subject to a **15% handling fee** and entirely at the discretion of **Investgold**.
- It is **Investgold's** goal to ensure that all products sold to clients increase in value substantially, but **Investgold** assumes **no liability** whatsoever for any poor performance in any product that it sold.
- Investgold** does and will purchase gold coins/medallions from its clients. Such price will be negotiated between client and **Investgold** and failure in reaching an agreement on price might result in a client selling their coins/medallions to whichever interested buyer they can find / that is available.
- No verbal or written guarantees made by **Investgold** personnel may be accepted by clients unless signed by **Investgold's Chief Executive Officer, Gerrit Schwartz**.
- Investgold** does not advise clients on income tax, import – or export duties, capital gains, tax or any other investments related topics of any kind and makes no representations as to it's expertise in this regard.
- Any client who receives any advice regarding tax or investments from **Investgold** employees or any broker with whom **Investgold** does business is asked to notify **Investgold** management immediately in writing. No representations that may be made by any such employee shall bind **Investgold** and the client agrees that no claims shall arise against **Investgold** based on any such representations and the client is holding **Investgold** harmless in respect of any such claims. Moreover in the case of foreign client's it is their responsibility to ensure that they comply with the laws of the country in which they reside in so far as the purchase and importation of the products are concerned.
- Investgold** and any of its personnel are not authorized financial services providers and do not deal with or sell financial products as envisaged in the Financial Advisory and Intermediary Services (FAIS) Act. Coins or medallions are not financial products as envisaged in FAIS. **Investgold** personnel are not financial planners and do not furnish advice or act as intermediaries as envisages in FAIS.
- Investgold** will ensure that all stock purchased by a client through the **Co-Ownership Plan** is fully insured by a reputable insurance company.
- GMP funds** may be used for purchases in the **Co-Ownership Plan**.
- All stock held in **safekeeping** on behalf of a client by **Investgold** free of charge, Co-Ownership Plan stock excluded, will be at the risk of the client. **Investgold** will however do everything in its powers to ensure the safety of all safekeeping stock. **Investgold** will not be held liable for any loss or damage due to circumstances out of its control.
- Clients are **liable** for any **additional costs** (international banking fees, courier & insurance fees, custom duties) which may be incurred by **Investgold** and such are payable by the client to **Investgold** on demand.
- Investgold** reserves the right to change any **delivery/collection/courier date** it may have indicated to a client at any time at its sole discretion.

- Clients must familiarize themselves with changes to **Investgold's Standard Terms & Conditions** which are amended from time to time. The latest Standard Terms & Conditions are available on request and on [www.investgold.co.za](http://www.investgold.co.za).

#### Clearance periods:

- 10-21 day clearance period for **Cheque** payments. (Bank guaranteed cheques included)
- 2-14 day clearance period for **EFT** payments.
- 2-60 day clearance period for **Credit/debit card** payments.
- Investgold** reserves the right to extend clearance periods without any notice. Large amounts can/might take longer to clear.
- Clients agree to these clearance periods unless other time periods have been agreed in writing by **Investgold's** duly authorized management.

#### Collecting/delivering of stock:

- No stock may be collected **by a client** without proper appointments made in writing with its broker and **Investgold's** management.
- A valid **RSA ID, signed quotation, Tax invoice & Proof of payment** must be produced whenever stock is collected.
- No **3rd party collections** will be permitted unless otherwise approved by **Investgold** management. In such cases a (1) **written consent** of the client authorizing a 3<sup>rd</sup> party & (2) **color copy of the client's RSA ID** must be e-mailed to **Investgold** in advance. This original authorization must be produced by the 3<sup>rd</sup> party collector on day of collection and must be accompanied by a **police certified color copy** of the client's RSA ID and an **original green RSA ID** of the 3<sup>rd</sup> party collector.
- Clients must notify **Investgold 5 working days** in advance, in writing, before any coins held in safe keeping may be collected. A **RSA ID, signed quotation, Tax invoice, Proof of payment & Safe keeping certificate** must be provided to collect or sell coins held in **Safe keeping**.
- Stock not collected/delivered within **7 days** after clearance of payment will automatically be moved to the **safekeeping** vault and become part thereof with the applicable procedures that need to be followed before release.

#### Insured Courier services and risk:

- Clients must ensure they pay the necessary courier and insurance charges. Charges must be determined as per replacement value of stock couriered and not at value of stock at date of purchase. **Investgold** takes no responsibility for stock being underinsured due to a client's negligence or client paying insufficient insurance fee of less than **0.6%** of the replacement value of a parcel before delivery.
- When a parcel is to be couriered to a client, please provide **Investgold** management with a physical delivery address and contact telephone numbers.
- Investgold** uses hand-to-hand couriers, thus the package will only be delivered to the client and not to Postal Boxes.
- For security reasons, no parcels will be dispatched on Fridays nor any day preceding a public holiday.
- It is the client's responsibility to ensure that any importing/exporting of coins is legal in the country of residence. (Foreign clients)
- When a parcel is couriered from a client to **Investgold**, it is the client's responsibility to ensure that the products are (1) packaged properly and (2) insured by the courier service and that such insurance reflects on the waybill of the courier service. If **Investgold** receives a parcel containing damaged packaging, or the product(s) have been damaged in any way, **Investgold** reserves the right to alter the purchase price accordingly or return the product(s) to the client, in which case the client will be held liable for all courier and insurance charges incurred by **Investgold** and such charges must/will be paid by the client in advance.
- Transport of a product(s) is at the risk of the client. Clients are responsible for all Courier & insurance charges. Any claim arising from loss or damage of parcels will be between the client and the courier service **Investgold** used to courier such parcels.

#### Stock Purchases from clients:

- Prices quoted on products that **Investgold** purchase from a client will only be confirmed once the products are received and examined by **Investgold's** authorized stock controller. The final price will then be determined and will be honored once agreed in writing between the client and **Investgold**.
- Investgold** disavows liability for any costs that may arise as a result of coins being sent to **Investgold** for inspection and then being rejected by **Investgold** for any reason whatsoever.
- Prices quoted on Stock Purchases from clients are applicable to complete, undamaged products that are in mint condition.
- Prices of Krugerrands and other products that are based on the Gold Price / US Dollar exchange rate that are couriered or delivered to **Investgold** will only be confirmed on the day of receipt of the products by **Investgold**.

- ❑ Payment to clients who wish to be paid via Electronic Banking Transfer (EFT) can take up to five (5) working days to reflect in the client's bank account and the client agrees to this arrangement.

**Advance Payments: (Applicable to client's who wish to pay for products which have not arrived / been minted / issued yet)**

- ❑ **Investgold** does not pay interest or offer a financial service of any kind whatsoever, and as such, will not be held liable for the loss of interest or income on the client's behalf.
- ❑ No delivery date on any product can be guaranteed. Clients should take note that external factors beyond **Investgold's** control can influence the availability and delivery date of products.
- ❑ Prices quoted on SA MINT products can only be confirmed once stock has been received by **Investgold**. Where a full or partial payment was made by a client in advance, such client will be liable to settle the difference between amount paid and the latest price quoted by Investgold on availability of products. **Investgold** has no control over SA MINT price increases.
- ❑ If a product which a client has already paid for cannot be delivered nor issued at original quoted price, the client's money will be refunded in full. **Investgold** shall not be liable for any interest and/or income that a client may have lost in this process.
- ❑ A refund can take up to 60 days, depending on payment and account type or any other reason considered reasonable fair by **Investgold** management.
- ❑ **Investgold** reserves the right to distribute stock as it deems fit.