



WINCHESTER
COIN & METALS

WINCHESTER COIN & METALS

Customer ACCOUNT TERMS AND CONDITIONS

-PLEASE RETAIN FOR YOUR RECORDS-

THIS AGREEMENT is made and entered into on this date set forth next to customer's signature on the Account Agreement by and between RETAIL METAL DEALER ("WINCHESTER COIN & METALS")

, a Florida corporation, and the Customer (s) whose signature (s) and name (s) appear on the Account Agreement.

A: This Agreement provides for the establishment of an account for Customer with **WINCHESTER COIN & METALS** for the purchase of physical precious metals and shall apply to all such transactions between Customer and **WINCHESTER COIN & METALS** .

B: **WINCHESTER COIN & METALS** is a wholesaler in precious metals. Precious metals include, but may not be limited to, silver bullion, gold bullion, silver coins, gold coins, platinum, and palladium. **WINCHESTER COIN & METALS** owns quantities of precious metals that it offers for sale to the retail public. **WINCHESTER COIN & METALS** shall be the source of all precious metals bought or sold under this Agreement.

C: It is understood and agreed that no such transaction between **WINCHESTER COIN & METALS** and Customer shall become effective until or unless each party hereto shall have fully executed this Agreement.

Now, therefore, it is understood and agreed as follows:

I. WARRANTIES AND REPRESENTATIONS:

Customer hereby warrants and represents each of the following:

A: That Customer has received, read and understands this Agreement and all prior and subsequent parts of the Account Documents, including the Risk Factors and Disclosure Statement, all of which are by this reference fully incorporated herein as though fully set forth.

B: That Customer is of legal age and capacity to enter into this Agreement, and that Customer has the financial sophistication, wherewithal, and financial ability to bear the risks of entering into physical precious metals transactions. This includes the ability to sustain losses equivalent to at least the total value of the Customer's account maintained with **WINCHESTER COIN & METALS** , which if said losses occurred, same would have nothing more than a minimal effect on customer's net worth. Customer further acknowledges that risks discussed in the Account Documents may not cover all possible risks. It shall be Customer's sole responsibility to become educated on all the risks associated with the spot precious metals market.

C: That Customer understands this is an Agreement for transactions in precious metals solely on a "spot" basis, meaning that all transactions are for the purchase or sale of precious metals immediately (consistent with the customs of the "spot" market). Thus, this Agreement specifically contemplates the delivery of physical precious metals, and Customer intends to accept, and has the ability to accept, delivery of precious metals. Any and all costs associated with the delivery of precious metals shall be the sole responsibility of Customer.

Customer further understands that, to the extent **WINCHESTER COIN & METALS** , in its sole discretion, agrees to purchase precious metals from Customer, Customer shall be responsible for facilitating immediate delivery of the precious metals to **WINCHESTER COIN & METALS** unless specifically agreed otherwise.

D: That Customer maintains discretionary authority over any and all transactions. **WINCHESTER COIN & METALS** makes no recommendation with respect to a Customer's decision to grant a third-party agent, broker, or other party authority, through a limited power of attorney or otherwise, to enter into

transactions on Customer's behalf. It shall be Customer's sole responsibility to provide **WINCHESTER COIN & METALS** with all documents and records necessary to identify all individuals with transaction authority for Customer's account. Any revocation of a limited power of attorney, or other revocation of authority, must be in writing and delivered to **WINCHESTER COIN & METALS** by fax or mail.

E: That **WINCHESTER COIN & METALS** makes no guarantee, promise, or other warranty to Customer that **WINCHESTER COIN & METALS** will honor any request to purchase or offset any quantity of precious metals from Customer. Any decision to offset or purchase Customer's precious metals holdings shall be solely in **WINCHESTER COIN & METALS**'s discretion, subject to revocation at any time before the Settlement Date.

F: That it is Customer's obligation to provide timely delivery instructions on precious metals purchases, and that in the absence of timely delivery instruction from Customer, **WINCHESTER COIN & METALS** reserves the right, in its sole discretion, to deliver, store at cost, buy back, or setoff all or any portion of precious metals owned by Customer, at Customer's risk. Nothing in the Agreement shall be read to contradict in any way, either expressly or impliedly, the terms of this paragraph.

G: That **WINCHESTER COIN & METALS** warrants only its ability to make delivery on any accepted transaction for the purchase of precious metals. **WINCHESTER COIN & METALS** may utilize one or more sources, including its own inventory, to acquire the physical precious metals necessary to fulfill its obligations to Customer. Customer has no privity of contract with any other physical precious metal source other than **WINCHESTER COIN & METALS**. Customer agrees that Customer is neither a party nor an intended third-party beneficiary of any such agreements. **WINCHESTER COIN & METALS** shall not be under any obligation to disclose its physical precious sources to Customer or anyone acting pursuant to Customer's direction or authority.

. That Customer consents to **WINCHESTER COIN & METALS**'s ability to maintain accounts in its own interest at any financial institution, in any form of physical precious metal, currency, security, or commodity, for any purpose, including but not limited to, providing a hedge against actual or potential customer obligations.

. That Customer understands **WINCHESTER COIN & METALS** has no association or affiliation with any regulated exchange or board of trade, and that **WINCHESTER COIN & METALS**'s obligations hereunder are not otherwise guaranteed by a clearing house or other third-party. Customer understands that **WINCHESTER COIN & METALS**'s lack of any such clearing house or third-party guarantee raises the possibility of a default by **WINCHESTER COIN & METALS** of its obligations under this Agreement, which may pose a credit risk to Customer's account holdings.

II. TRANSACTIONS:

A: **ORDERS AND PURCHASE PRICE:** **WINCHESTER COIN & METALS** will attempt to execute all orders that it may, in its sole discretion, accept from Customer in accordance with Customer's instructions. However, with the exception of the instruction to deliver (provided Customer satisfies all conditions for delivery provided hereunder or which **WINCHESTER COIN & METALS** may otherwise provide), **WINCHESTER COIN & METALS** reserves the right to refuse any transaction, including, but not limited to, any buy or sell request.

B: **PRICE:** The price at which all products will be purchased by Customer from **WINCHESTER COIN & METALS** shall be the price specified by **WINCHESTER COIN & METALS** and agreed upon by Customer (or Customer's agent/independent introducing broker) at the time each order is placed. Such price, at each instance, shall conform to then existing, current price list, commission and administration fee schedules

which may be promulgated by **WINCHESTER COIN & METALS** , or which Customer has agreed to with an agent or independent introducing broker. **WINCHESTER COIN & METALS** reserves the right to modify its schedule of fees from time to time. **WINCHESTER COIN & METALS** 's offered price is normally based on the prevailing market price of precious metals, which is reflected in terms of the price per ounce. The market prices of precious metals normally, so long as a market for the metals exists, fluctuate on a continual basis due to innumerable factors that cannot be reliably or consistently predicted. The price of precious metals as set by the markets does not include fees, commissions, spreads, or other charges that may be charged by **WINCHESTER COIN & METALS** , as disclosed herein, or by any independent introducer with which Customer may have an agreement.

C: PLACING OF ORDER REQUIRED: **WINCHESTER COIN & METALS** will accept no order, written or oral, unless the same is placed by Customer himself, or by his duly authorized legal representative. Customer hereby acknowledges that all verbal communications with **WINCHESTER COIN & METALS** , including but not limited to verbal instructions to make a transaction, can be tape recorded by **WINCHESTER COIN & METALS** . Customer specifically consents to allow **WINCHESTER COIN & METALS** the use of each tape recording as evidence of the Customer's instructions, as well as the authority to so tape record the Customer's conversations with **WINCHESTER COIN & METALS** and independent brokers, whether or not disclosed by **WINCHESTER COIN & METALS** in each instance.

D: CONFIRMATION OF TRANSACTIONS: **WINCHESTER COIN & METALS** will deliver or otherwise make available electronically to Customer statements which will include all the transactions. Customer shall be required to notify **WINCHESTER COIN & METALS** of any error in any statement so received by the Customer within 10 days after delivery thereof by **WINCHESTER COIN & METALS** . All statements shall be conclusively presumed to be true and accurate in all respects if no correction is communicated by Customer to **WINCHESTER COIN & METALS** within 10 days after delivery of a statement by **WINCHESTER COIN & METALS** .

E: SPECIFIC QUALIFICATIONS: All transactions will relate to such specific types and quantities as **WINCHESTER COIN & METALS** and Customer shall agree at the time Customer shall place an order. **WINCHESTER COIN & METALS** makes no guarantee on the availability of any particular quantity to type of precious metals.

F: ASSIGNMENT: In the event that **WINCHESTER COIN & METALS** 's stock or assets either in whole or in part are transferred, this Agreement and the rights and obligations of **WINCHESTER COIN & METALS** pursuant thereto are assignable by **WINCHESTER COIN & METALS** to transferee without the necessity of any consent of the Customer. This Agreement and customer account shall be deemed an asset of **WINCHESTER COIN & METALS** . The rights and obligations of the parties hereto are otherwise not assignable by either party without the prior written consent of the other.

G: SUSPENSION OF THE COMPANY'S OBLIGATIONS: **WINCHESTER COIN & METALS** 's agreement to sell and/or purchase and/or deliver product to Customer or Customer's third party designate may be suspended during any period of trading restriction, suspension, or halt, or for any other reasons beyond the reasonable control of **WINCHESTER COIN & METALS** .

H: COMMISSIONS: To the extent Customer may have an agreement with an independent broker or agent on commissions to be charged for spot precious metals transactions, **WINCHESTER COIN & METALS** agrees, with Customer's consent, to collect and forward to Customer's introducing broker or agent the amount of agreed-upon commissions.

III: TERMS OF PAYMENT:

A: All purchases shall require payment by cash or cleared funds in the full amount of the agreed upon purchase price, plus any or all applicable delivery, commissions, or other fees. Such remittance shall be delivered to **WINCHESTER COIN & METALS** on or before the day of the transaction.

B: If Customer fails to make all required payments timely as described herein, then **WINCHESTER COIN & METALS** shall have the right to liquidate sufficient portions of the Customer's assets to pay for all amounts owed to **WINCHESTER COIN & METALS** to this purpose.

IV: DELIVERY OF PRODUCTS:

The Customer, when purchasing under the terms and subject to the conditions of this Agreement, have the following options of delivery available:

1) IMMEDIATE HOME DELIVERY. This option will include additional expense for delivery and handling to be negotiated upon completion of a transaction. Customer must satisfy any balance in Customer's account prior to delivery. Delivery instructions shall include a specific address, which cannot be a Post Office Box, where delivery is to be made. The Customer herein agrees to pay to **WINCHESTER COIN & METALS** any and all delivery charges.

2) STORAGE. The Customer may effect delivery through storage of purchased metals at a designated secure storage facility. Customer is solely responsible for all fees and costs of such storage. Absent specific instructions to deliver purchased precious metals, **WINCHESTER COIN & METALS** may, in its sole discretion, designate a secure storage facility of purchased precious metals. In addition to **WINCHESTER COIN & METALS**'s own vaults, or vaults **WINCHESTER COIN & METALS** is now using or may use, **WINCHESTER COIN & METALS** may use any depository to store physical precious metals on behalf of Customer.

V: FINANCING TERMS AND CONDITIONS

A: PURPOSE: The following sets forth the terms under which **WINCHESTER COIN & METALS** will, in its sole discretion, finance sums of money or lend Customer physical precious metals, and the costs and requirements of such lending, including, but not limited to, delivery to a depository, costs, fees, storage, collateral, security interest, certain risks and costs associated with each loan transaction.

B: CREDIT PURCHASES ARE DISCRETIONARY: The decision to purchase precious metals through financing (otherwise known as "on margin") and to undertake the extraordinary risks of margin purchases is entirely Customer's. Customer is under no obligation to finance any transaction. Customer understands that the use of margin dramatically increases Customer's risk, and may exaggerate Customer's loss in the value of Customer's precious metals holdings. Customer should take into serious consideration Customer's financial ability to bear the substantial risk of losing much, and possibly all, of Customer's investment in a leveraged transaction. No Customer should engage in leveraged spot precious metals transactions unless that Customer can afford to lose the entire amount of the transaction.

C: AUTHORIZATION: Financing may be made by **WINCHESTER COIN & METALS** at the oral or written request of Customer. Only Customer is authorized to request financing and direct disposition thereof until written notice of the revocation of such authority is received by **WINCHESTER COIN & METALS**. Any such advance or loan shall be conclusively presumed to have been made to, or for the benefit of, Customer when made in accordance with such requested directions and when said advance is paid or loan is made on behalf of Customer.

D: PAYMENT: Immediately upon placing an order, Customer shall pay to **WINCHESTER COIN & METALS** a minimum of Twenty (20%) Percent of the total market value of the Customer's purchase, subject to **WINCHESTER COIN & METALS**'s discretion either to increase or decrease the percentage payment amount required. Customer may pay up to One Hundred (100%) Percent of the total market value of the physical metal. **WINCHESTER COIN & METALS** reserves the right to alter, change, or otherwise modify these requirements at any time without notice.

E: CREDIT FEE

The credit fee, which might also be referred to as finance charge, is the dollar amount that the credit, i.e., the balance due **WINCHESTER COIN & METALS**, will cost Customer.

The CREDIT FEE RATE is a variable rate, which may change daily. In computing your monthly charges, **WINCHESTER COIN & METALS** will apply the CREDIT FEE RATE for each day of the month (the daily periodic rate), to your daily outstanding balance due. To learn the rate currently in effect on your outstanding credit balance, contact **WINCHESTER COIN & METALS**.

The amount of the CREDIT FEE CHARGE will be the Chase Manhattan Prime or Base Rate **plus** 5½ % APR.

To determine your daily outstanding balance due **WINCHESTER COIN & METALS**, start with opening balance for the day, add the amount of any new balances due, or other changes incurred on that day, and subtract any payments received or credits attributed to that day. **WINCHESTER COIN & METALS** will then multiply the net balance due by the daily periodic rate and add each day's charges.

The ANNUAL PERCENTAGE RATE ("APR") is the total CREDIT FEE CHARGE expressed as a yearly rate. Because the Chase Manhattan Prime or Base Rate may change daily, it is not possible to state an ANNUAL PERCENTAGE RATE in this Agreement, but your monthly statement will show what your ANNUAL PERCENTAGE RATE would be if your credit fee charges for the rest of the year duplicated those for the period reflected in the monthly statement. If the Chase Manhattan Prime or Base Rate throughout the entire year is 6%, the ANNUAL PERCENTAGE RATE would be 11½%.

F: EQUITY: Should the total credit balances due to **WINCHESTER COIN & METALS** in the Customer's account become 90% or more of the market value of the products held in the Customer's account, the Customer must immediately take the following necessary steps to restore the equity in the account to a minimum of 16%. This may be accomplished by the following methods:

- 1) Purchase of additional product (either fully paid for or on credit term);
- 2) Reduction of credit balance due to **WINCHESTER COIN & METALS**;
- 3) Partial or complete liquidation.

G: EQUITY REQUIREMENTS: Customer agrees to keep his obligations at all times fully secured, to the satisfaction of **WINCHESTER COIN & METALS**, and to make additional cash payments to his or her account or deposit additional property as security if necessary, should the value of the physical precious metal at any time suffer a decline or for any reason be at any time insufficient to secure such obligations to the satisfaction of **WINCHESTER COIN & METALS**. Loans of physical precious metal must be secured by cash deposits, the value of which at all times must exceed the prevailing market value of the precious metals loaned by **WINCHESTER COIN & METALS** to Customer.

Customer anticipates being called upon from time to time by **WINCHESTER COIN & METALS** to reduce his or her outstanding loan balance and/or to deposit additional funds as security. If such a request is not responded to with the designated payment within the time specified (which may be as short as 24 hours), the property pledged as security may be sold by **WINCHESTER COIN & METALS** and the proceeds applied to the repayment of amounts owed to it. **WINCHESTER COIN & METALS** also has the right to affect such a transaction without making, or before the deadline for response to, a request for the reduction of the outstanding balance due **WINCHESTER COIN & METALS** or an increase in Customer's security deposit with **WINCHESTER COIN & METALS** if at any time **WINCHESTER COIN & METALS** deems the collateral securing the obligations of Customer to **WINCHESTER COIN & METALS** to be inadequate.

H: SATISFACTION OF OBLIGATIONS: Customer shall at any time upon demand from **WINCHESTER COIN & METALS**, whether made orally or in writing, discharge all obligations owed to **WINCHESTER COIN & METALS** hereunder, including but not limited to liquidating part or all quantities of physical precious metals as **WINCHESTER COIN & METALS**, in its sole discretion, may demand.

I: DELIVERY REQUIREMENTS: Physical precious metal products purchased through financing will be held by **WINCHESTER COIN & METALS** in a secure storage facility of **WINCHESTER COIN & METALS**'s choosing, quantities of which shall be evidenced by **WINCHESTER COIN & METALS**'S statement to the customer. Customer may demand delivery only upon full satisfaction of all outstanding loan amounts, costs, and fees.

During such times as the Customer's product remains in the Customer's credit account with outstanding balances due **WINCHESTER COIN & METALS**, and until valid delivery instructions are provided by Customer, Customer grants **WINCHESTER COIN & METALS** the right of full and equal offset of product and balances due **WINCHESTER COIN & METALS** where, in **WINCHESTER COIN & METALS**'s opinion, it is necessary and appropriate.

J: WARNING: Equity calls will be issued to the Customer by **WINCHESTER COIN & METALS**, either orally or in writing. However, **WINCHESTER COIN & METALS** is neither responsible nor required to make such demand. It is the responsibility of the Customer to monitor the markets on Customer's product and to communicate with **WINCHESTER COIN & METALS** and to be aware of his/her equity levels. Failure to restore the equity in the Customer's account to the minimum then required time by **WINCHESTER COIN & METALS**, (currently 16%) within 24 hours of achieving 7% equity or less, may result in partial or total liquidation of the Customer's account.

IV: NO AGENCY WITH BROKERS

Any person or firm other than **WINCHESTER COIN & METALS** that may have solicited and/or introduced Customer to **WINCHESTER COIN & METALS**, or that acts or at any time has acted as Customer's introducing broker or agent, is an independent company and has no authority to speak for, act on behalf of, or bind **WINCHESTER COIN & METALS**. Customer understands that **WINCHESTER COIN & METALS** has no affiliation, ownership, control, or principal/agent relationship with any such broker or agent. Customer understands that **WINCHESTER COIN & METALS** may have a contractual relationship with one

or more introducing brokers. However, **WINCHESTER COIN & METALS** in no way vouches or assumes responsibility for the accuracy of any information, research, recommendation, advice, promise, purported guarantee, or statement of any kind provided to Customer by an introducing broker or any other person not directly employed by **WINCHESTER COIN & METALS**. Customer agrees to hold **WINCHESTER COIN & METALS** harmless and to indemnify **WINCHESTER COIN & METALS** for any and all disputes between Customer and an introducing broker or agent of Customer, including, but not limited to, disputes referring or relating to solicitations, advice, or recommendations on spot precious metals transactions.

VI: TERM OF AGREEMENT

This Agreement may be terminated by **WINCHESTER COIN & METALS** at any time for any reason. Customer may terminate the Agreement and close its account by written notice only delivered to **WINCHESTER COIN & METALS**, with an express revocation, if applicable, of any and all Power of Attorney or grants of discretionary control over the Account. Such termination shall in no way affect the rights or obligations of the parties, including but not limited to instructions on the delivery of precious metals, with respect to any pending or uncompleted transaction.

VII: JOINT ACCOUNT

In the event that this Agreement is executed by more than one Customer, having joint or several rights in or to the physical precious metals which may be purchased or sold hereunder, or with respect to this Agreement, Customer has agreed, individually and collectively, that each has the right, power and authority to purchase the physical precious metals on behalf of both of them and to take whatever action that may be necessary or appropriate to this Agreement or under any agreement entered into with respect to the purchase or sale of through **WINCHESTER COIN & METALS** as if each of them alone were the Customer of records with respect thereto. The actions of anyone of them shall bind all. Customer herein agrees to save, hold harmless and indemnify **WINCHESTER COIN & METALS**, its affiliates or assigns, from any actions, taken or refrained from by **WINCHESTER COIN & METALS**, its affiliates or assigns, in reliance upon this representation, whether said representation was made orally or in writing, notwithstanding the foregoing, the liability or each Customer as a result of any transactions entered into pursuant hereto shall be joint and several.

VIII: CASH DEPOSITS:

Customer may, from time to time, deposit funds in his account at **WINCHESTER COIN & METALS** to be used for a future transaction. Customer understands and acknowledges that **WINCHESTER COIN & METALS** will not discretionarily apply such funds to prevent equity calls or forced liquidations of existing positions.

IX: GRANT OF SECURITY INTEREST:

In consideration of any accommodation given to Customer by **WINCHESTER COIN & METALS** and as security for the satisfaction of all obligations now or hereafter existing, including any obligations assigned to **WINCHESTER COIN & METALS**, Customer hereby grants to **WINCHESTER COIN & METALS** a general lien and security interest in: 1) all physical precious metals belonging to Customer and held for Customer by **WINCHESTER COIN & METALS** or any bailee or bailees used by **WINCHESTER COIN & METALS** as

depositories; 2) All precious metals or contractual rights in which Customer has an interest which shall hereafter be delivered to or come into the possession, custody or control of Bank or **WINCHESTER COIN & METALS** in any manner or for any purpose; 3) All cash deposited with **WINCHESTER COIN & METALS** . All such property shall be subject to a general lien and security interest for the discharge of all obligations of the Customer to **WINCHESTER COIN & METALS** .

X: TAXES

Customer is solely responsible for all applicable federal, state, or local taxes imposed.

XI: ARBITRATION:

The parties agree that any and all disputes arising out of or relating to any relationships, transactions, rights, duties, and/or obligations under this Agreement shall be submitted to binding arbitration and not a court of law. In making this agreement to arbitrate, the parties specifically waive a trial by jury. The venue for such arbitration shall be mandatory and exclusive in Miami-Dade County, Florida, without regard to conflict of law considerations. Florida law shall govern the arbitration, as well as the confirmation, and any challenges thereto, of the arbitration award. All parties agree that any arbitration award entered shall be binding and convertible to a State of Florida judgment subject to the laws of the State of Florida. The parties accordingly waive their right to any other remedy, or to proceed with any court actions. The parties further waive any objection to personal jurisdiction and venue in Florida.

XI: GOVERNING LAW AND VENUE:

This account and the activities contemplated hereunder shall be governed by the substantive and procedural laws of the State of Florida without respect to Florida conflict of law rules. Venue of any dispute resolution shall likewise be in Miami-Dade County, the State of Florida without respect to Florida conflict of law rules.

XII: ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XIII: NOTICES

All written notices served by either party hereunder shall be sent by certified mail, return receipt requested, or by telegraph or telefax communication. All notices served by Customer shall be sent to **WINCHESTER COIN & METALS** at the address set forth herein. All notices served by **WINCHESTER COIN & METALS** shall be sent to the Customer address provided by the Customer herein, or to such other address Customer shall specify in writing.

MISCELLANEOUS

MODIFICATION. The terms of this Agreement including all sub-parts shall not be modified or amended except by the written agreement of the parties.

NON- WAIVER. Any failure to delay by **WINCHESTER COIN & METALS** in exercising any right, power or remedy hereunder shall not operate as a waiver, and no single or partial exercise of any right, power or remedy by **WINCHESTER COIN & METALS** hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

C: SEVERABILITY. Nothing contained in this Agreement shall be constructed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation. Contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the then existing statute, law, ordinance or regulation. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid, or otherwise unenforceable, the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect. If any arbitration deems any provision hereof (other than for the payment of money) unreasonable, said arbitration may declare a reasonable modification thereof and this Agreement shall be valid and enforceable and the parties hereto agree to be found to be bound by and perform the same as thus modified.

D: TITLES. The titles and subtitles of the various sections and paragraphs of this Agreement are inserted for convenience of the parties and shall not be deemed to affect the meaning of construction of any terms, provisions, and conditions of this Agreement.

E: FORCE MAEJURE. If **WINCHESTER COIN & METALS** is rendered unable, wholly or in part, by force majeure to carry out its obligation under this Agreement, then it shall give to the Customer prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of **WINCHESTER COIN & METALS** giving notice, so far as it is affected by the force majeure, shall be suspended during, but no longer than the continuance of the force majeure. The term "force majeure" as herein employed, shall mean as act of God, strike lockout, or other industrial disturbance, act of the public enemy, war blockade, public riot, lightening, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment or product, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of **WINCHESTER COIN & METALS** .

X _____
Signature of Customer or Authorized signer

Date

X _____
Signature of Customer or Authorized signer

Date