Precious Metals Delivery Detailed Rules

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Chapter 1 General Provisions

Article 1 (Purpose)
1. These Detailed Rules shall, based on the provisions of Article 3.8 of the Market Rules, prescribe matters necessary for delivery in the Precious Metals Market.

Chapter 2 Delivery of Physically Delivered Futures Transactions

Article 1-2 (Delivery of Physically Delivered Futures Transactions)
1. The delivery of Physically Delivered Futures Transactions shall be carried out as prescribed in the Market Rules and in this rules.

Article 2 (Good Delivery Material)
1. The Good Delivery Material shall be the following bars, on which the trade name or brand and the grade are engraved and shall meet the standard for quality and shape prescribed in Article 5 of Precious Metals Good Delivery Material Designation Procedure.

(1) Gold: 1,000-gram bar with a purity of 99.99% or higher that includes any of the following:
   b. Gold bars with any of the following brands: JOHNSON MATTHEY (LONDON, AUSTRALIA, CANADA, SALT LAKE CITY, HONG KONG), ENGELHARD, SWISS BANK, ARGOR S.A., ARGORHERAEUS S.A., CREDIT SUISSE, DEGUSSA, UNION BANK OF SWITZERLAND, ROYAL CANADIAN MINT, PAMP, PERTH MINT, COMPTOIR LYON ALEMAND LOUYOT, METALOR U.S.A., RAND REFINERY, GOLDEN WEST REFINING, LG METALS, ENGELHARD-CLAL(PARIS, LONDON), NAVOI MINING AND METALLURGICAL COMPLEX, UBS AG, LG-NIKKO, AGR, VALCAMBI S.A., METALOR, LS-NIKKO, ASAHI REFINING CANADA, and ASAHI REFINING USA.

(2) Silver: 30-kilo gram bar with a purity of 99.99% or higher that falls under any of the following; provided, however, that the Exchange may add other silver bars accepted as Good Delivery Material when the Exchange deems it necessary:
   b. Silver bars with any of the following brands: PENOLES, CP PERU, ASARCO AMARILLO, DEGUSSA, COMPTOIR LYON ALEMAND LOUYOT, SUNSHINE, METALOR U.S.A., KOREAZINC, CCR CANADA, ENGELHARD-CLAL(PARIS), PAMP, and VALCAMBI S.A.

(3) Platinum: 500-gram bar with a purity of 99.95% or higher that falls under any of the following; However, the Exchange may add other platinum bars accepted as Good Delivery Material when the Exchange deems it necessary:
   a. Platinum bars refined by or platinum bars the grade of which was certified by Japan
Energy Corporation, Mitsubishi Materials Corporation, Mitsu Mining & Smelting Co., Ltd., Sumitomo Metal Mining Co., Ltd., Dowa Metals & Mining Co., Ltd., Tanaka Kikinzoku Kogyo K.K., Tokuriki Honten Co., Ltd., Ishifuku Metal Industry Co., Ltd., Matsuda Sangyo Co., Ltd., Asahi Pretec Corporation or Furuya Metal Co., Ltd.; and

b. Platinum bars with any of the following brands:
CREDIT SUISSE, JOHNSON MATTHEY (UK), JOHNSON MATTHEY (U.S.A.), DEGUSSA, WESTERN PLATINUM, P.G.P., ENGELHARD (U.S.A.), ENGELHARD (LONDON), HIRAKO K.K., ALMAS, COMPTOIR LYON ALEMAND LOUYOT, ENGELHARD-CLAL (PARIS, LONDON, U.S.A.), VALCAMBI S.A., and PAMP.

(4) Palladium: 3-kilogram bar (one delivery unit may consists of two or three bars, in which case the bars shall be of the same brand and shall weigh 500 grams or more per bar) with a purity of 99.95% or higher that falls under any of the following:

a. Palladium bars refined by, or palladium bars that have been grade-certified by Japan Energy Corporation, Mitsubishi Materials Corporation, Sumitomo Metal Mining Co., Ltd., Matsuda Sangyo Co., Ltd., N.E. Chemcat Corporation, Shoei Chemical Inc., or Asahi Pretec Corporation; and
b. Palladium bars with any of the following brands:
STATE REFINERY, ENGELHARD (LONDON, PARIS), JOHNSON MATTHEY (LONDON), INCO EUROPE, COMPTOIR LYON ALEMAND LOUYOT, DEGUSSA AG, W.C. HERAEUS GMBH, WESTERN PLATINUM, ARGOR-HERAEUS S.A., METAUX PRECIEUX S.A. METALOR, VALCAMBI S.A., P.G.P., ENGELHARD-CLAL (PARIS, LONDON), KRASNOYARSK, and PAMP.

**Article 3 (Weight Tolerance of Delivery Goods)**

1. With respect to the delivery of silver, platinum, or palladium, if the weight of the delivery goods is within plus-or-minus six-percent (6%) for silver, two-percent (2%) for platinum, or fifteen-percent (15%) for palladium, of the delivery unit prescribed in the preceding article, the buyer shall accept them and settlement shall be completed at the delivery price for said weight of the delivery goods.

**Article 3-2 (Calculation of Weight of Delivery Goods)**

1. The weight shall be calculated for each delivery unit of Delivery Goods in the following manner.
   (1) For Silver, the minimum measuring unit for delivery goods shall be 1 gram. Any resulting fraction that is less than 1 gram shall be rounded off.
   (2) For Platinum, the minimum measuring unit for delivery goods shall be 0.01 gram. Any resulting fraction that is less than 0.01 gram shall be rounded off.
   (3) For Palladium, the minimum measuring unit for delivery goods shall be 0.01 gram. Any resulting fraction that is less than 0.01 gram shall be rounded off. If two or three bars consist one delivery unit, the total of two or three bars shall be calculated.

**Article 4 (Delivery Method)**

1. The delivery shall be conducted in the following manner.
   (1) With respect to delivery goods for delivery, the seller shall prepare and submit to the Exchange a Delivery Tender Notice (for the delivery of palladium, if one delivery unit consists of multiple bars, the Delivery Tender Notice shall contain a statement to that effect; the same shall apply hereinafter in these Detailed Rules) prescribed by the Exchange, by noon on the business day immediately following the last trading day of the current contract month. If there is consent of the receiving party prescribed in the proviso clause of Article 54.1 of the Market Rules, a document certifying the existence of the consent of the receiving party shall also be submitted to the Exchange.
   (2) The seller and the buyer, preferring Customized Delivery provided for in Article 15, shall prepare and submit to the Exchange a Delivery Tender Notice and Delivery Acceptance
Notice, prescribed by the Exchange, respectively, by noon on the business day immediately following the last trading day of the current contract month. Upon receipt of said Delivery Tender Notice and Delivery Acceptance Notice, the Exchange shall notify Members (meaning Members provided for in Article 6.1 of the Market Rules; the same shall apply in this Article, Article 7, Article 8, Article 9, Article 15, Article 22 and Article 26) thereof without delay.

(3) Trade Members, etc. with concurrent positions shall be both the seller and the buyer for the delivery pertaining to such concurrent positions.

(4) With respect to delivery goods other than those for which the counterparty is determined, in accordance with the provisions of Article 15.2 and Article 15.2-2, if there are two or more buyers for the portion excluding those pertaining to delivery of concurrent positions, the delivery goods to be received by each buyer shall be determined based on a lot drawing conducted by the Exchange. In this case, such lot drawing shall be conducted in accordance with the methods determined by the Exchange and at a time indicated by the Exchange, after receipt of the Delivery Tender Notice prescribed in Item 1, in the presence of the buyers pertaining to said delivery (including their agents). If any of the buyers fails to appear by the time indicated, an employee of the Exchange shall act as proxy for the absent buyer.

(5) Upon determination of the delivery goods to be received by each buyer, the Exchange shall notify the buyer and the seller pertaining to said delivery thereof, without delay.

(6) The Exchange shall notify the buyer and the seller pertaining to said delivery of the delivery payment and the amount of consumption tax (including local consumption tax; the same shall apply hereinafter), applicable thereto (the sum of the delivery payment and the amount of consumption tax applicable thereto shall be hereinafter referred to as “Delivery Payment”), by noon of the business day immediately preceding the delivery day;

(7) The buyer shall, by noon of the delivery day prescribed in Article 50 of the Market Rules, deliver the Delivery Payment to the Exchange and receive the warehouse receipt in exchange therefor from the Exchange.

(8) The seller shall deliver to the Exchange the warehouse receipt (for the delivery of palladium, if one delivery unit consists of multiple bars, the warehouse receipt shall contain a statement to that effect - the same shall apply hereinafter in these Detailed Rules) (or the Delivery Order, if the delivery is to be carried out by way of Customized Delivery pursuant to the provisions of Article 15), of the delivery goods slated for delivery by 3:00 p.m. of the business day immediately preceding the delivery day and receive the Delivery Payment at the time of delivery.

(9) In cases where the proviso clause of Article 54.1 of the Market Rules applies to the preceding two items, the term “warehouse receipt” shall be deemed to be replaced with “Delivery Order or the physical commodity.”

Article 5  (Obligation of the Seller)

1. The seller (or Customers, etc., in the case of a customer position) shall furnish precious metal bars intended for delivery to an appraiser designated by the Exchange (“approved appraiser”) for appraisal no later than six business days before the last trading day of the current contract month. A receipt for the precious metal bars will be provided from the approved appraiser.

2. The approved appraiser shall complete the appraisal of precious metal bars furnished by the seller within five business days from the date of acceptance.

3. Costs incurred for the appraisal, prescribed in the preceding two paragraphs, and other costs incidental thereto, shall be borne by the seller.

4. If precious metal bars accepted from the seller qualify as Good Delivery Material, the approved appraiser shall notify the seller to that effect without delay and transfer the precious metal bars accepted from the seller to an approved warehouse.

5. Subsequent to the case outlined in the preceding paragraph, the approved warehouse shall promptly issue a warehouse receipt to the seller, unless instructed otherwise.

6. The approved warehouse that accepts the Good Delivery Material prescribed in the
Article 6 (Loss and/or Damage after the Submission of Warehouse Receipt)

1. In cases where all, or part of the delivery goods described in a warehouse receipt, are lost or damaged for reasons not attributable to the delivery parties, after the seller has submitted the warehouse receipt to the Exchange for delivery, but before the Exchange submits it to the buyer, the loss shall be borne by the seller.

2. In the case outlined in the preceding paragraph, the seller shall, without delay, notify the Exchange of the loss or damage. In addition, the seller shall submit a warehouse receipt for substitutes for the delivery goods lost or damaged, and make delivery within five business days of the business day immediately following the date of said notification.

3. Notwithstanding the provisions of Paragraph 2, in cases where the seller is unable to supply all or part of such substitutes, the seller may refuse to supply such portion, subject to the approval of the Exchange. In this case, the Exchange shall deem the delivery to have been completed and return to the buyer the amount of the Delivery Payment corresponding to the undelivered portion of the substitutes for the delivery goods lost or damaged.

4. In the case of the above Paragraphs 2 or 3, the buyer may not refuse to receive delivery.

Article 7 (Early Delivery)

1. In cases where the seller or the buyer seeks a counterparty for Early Delivery, they shall make an application for Early Delivery during the period from the first day of the month immediately preceding the month containing the last trading day of the current contract month (to be moved down if the day falls on a holiday), to 2:30 p.m. of the third business day prior to the last trading day of the current contract month. For this purpose, either the seller or the buyer shall submit necessary documents to the Exchange; for the seller, a Delivery Tender Notice prescribed by the Exchange for delivery goods to offer for delivery, and a document indicating the last delivery day; and for the buyer, a document indicating the brand and the amount of the delivery goods to accept. If either party intends to specify the business day immediately following the application day for Early Delivery as the last delivery day, it shall submit an application to the Exchange by noon of said application day.

2. Upon receipt of an application for Early Delivery, the Exchange shall, without delay, seek potential counterparties by notifying Members of the contents of the documents prescribed in the preceding paragraph.

3. Members who apply for Early Delivery may not execute an offset transaction for the proposed delivery amount, cancel the application, or change the terms and conditions of the application. However, this shall not apply to the portion for which no application for acceptance has been made by the prescribed cut-off time.

4. In cases where Members, who hold offsetting positions against the positions for which Early Delivery is proposed, are willing to accept all or part of the proposed Early Delivery, they shall make an offer for acceptance. For this purpose, either the seller or the buyer shall submit necessary documents to the Exchange; for the seller, a Delivery Tender Notice prescribed by the Exchange for the delivery goods to offer for delivery; and for the buyer, a document indicating the brand and the amount of the delivery goods to accept.

5. The offer for acceptance prescribed in the preceding paragraph shall be made by 2:30 p.m. of each business day, through the business day immediately preceding the last delivery day,
as specified by the Members who apply for Early Delivery. The Exchange shall determine the counterparty sequentially according to the order of the application day for such acceptance.

In cases where there is competition among applicants with respect to the application day, the Exchange shall determine the counterparty by conducting a lot drawing on a daily basis in conformity with the provisions of Article 4.4.

6. Regarding Paragraph 1 and Paragraph 4, if the seller is a person other than the person designated by the Exchange, pursuant to the provisions of Article 5.9, the seller shall have precious metal bars slated for delivery, appraised by an approved appraiser by the day of application for Early Delivery, or the acceptance thereof.

7. Members that apply for Early Delivery, or offer for acceptance thereof, may not refuse to accept Early Delivery on the grounds that the amount to be delivered falls short of the proposed amount.

8. The day and time for an Early Delivery shall be noon of the business day immediately following the day on which the seller or the buyer of the delivery goods is determined.

9. The delivery price for Early Delivery shall be the settlement price of the first contract month, as of the day on which the seller or the buyer of the delivery goods is determined. The positions for which the delivery price has been determined shall be excluded from unrealized profit and loss calculations starting from the following Clearing Period.

10. When it is determined that Early Delivery will be conducted, the Exchange shall notify Members thereof without delay.

11. The Exchange shall notify the delivery price etc. to the seller and the buyer of said delivery by the business day immediately preceding the delivery day.

12. The buyer in Early Delivery shall, by the delivery time and day, make the Delivery Payment to the Exchange and receive the warehouse receipt in exchange therefore from the Exchange.

13. The seller in Early Delivery shall deliver to the Exchange the warehouse receipt of the delivery goods to be delivered by the delivery time and day and receive the payment of the Delivery Payment in exchange therefore from the Exchange.

14. In cases where the proviso clause of Article 54.1 of the Market Rules applies, “the warehouse receipt” in previous two paragraphs shall be deemed to be replaced with “the Delivery Order or the actual spots”.

Article 8  (Mutually Consented Early Delivery)

1. Members holding positions in the first contract month may make delivery for these positions prior to the business day immediately preceding the last trading day of the current contract month, based on mutual consent between the seller and the buyer (“mutually consented Early Delivery”); provided, however, this shall not apply to any amount for which other Members holding positions for the first contract month raise an objection.

2. Members intending to carry out a mutually consented Early Delivery shall submit to the Exchange an application form for mutually consented Early Delivery, signed jointly by the seller and the buyer, and the documents prescribed in Paragraph 1 of the preceding article, by noon of the business day immediately preceding the delivery day of said mutually consented Early Delivery.

3. In cases where other Members holding positions for the first contract month intend to raise an objection to a mutually consented Early Delivery, pursuant to the provisions of the preceding paragraph, they shall submit to the Exchange a statement of reason for the objection and the documents prescribed in Paragraph 1 of the preceding article, by 2:30 p.m. of the business day immediately preceding the delivery day of said mutually consented Early Delivery. If the Exchange judges that there is a justifiable reason for the objection, the Exchange shall require the mutually consented Early Delivery to be made for the amount calculated, by deducting the amount pertaining to said objection from the amount originally proposed for the mutually consented Early Delivery.

4. With respect to the amount that was deducted from the amount originally proposed for the mutually consented Early Delivery under the preceding paragraph, the Exchange shall deem that an application for Early Delivery, or an offer for acceptance has been made, pursuant to the provisions of the preceding article, by the applicant for said mutually consented Early Delivery, or by the Members who raised an objection to said mutually consented Early Delivery.
Delivery, and process the amount in accordance with the provisions of the same article.
5. The Exchange will not be liable for the quality of any goods for mutually consented Early Delivery. The provisions of Paragraphs 2 and 3, and 7 through 14 of the preceding article shall apply \textit{mutatis mutandis} to mutually consented Early Delivery.

Article 9 (Early Delivery for Concurrent Positions)
1. Members holding concurrent positions for the first contract month may make delivery for these positions prior to the business day immediately preceding the last trading day of the current contract month ("Early Delivery for concurrent positions").
2. The provisions of Paragraphs 3, 4, and 8 through 14 of Article 7 and Paragraph 2 of the preceding article shall apply \textit{mutatis mutandis} to Early Delivery for concurrent positions.

Article 10 (Approved Warehouse Operator and Approved Warehouse)
1. The approved warehouse operators and approved warehouses prescribed in Article 49.1.2 of the Market Rules shall be as follows:

- **Mitsubishi Logistics Corporation, Tokyo Branch**
  Trunk Room Sales Office, Saga-cho Warehouse: 1-15-7, Saga, Koto-ku, Tokyo

- **Mitsui-Soko Co., Ltd., Kanto Branch**
  Otemachi Trunk Room Office: 1-1-3, Otemachi, Chiyoda-ku, Tokyo
  Tatsumi Office: 3-9-2, Tatsumi, Koto-ku, Tokyo

- **The Sumitomo Warehouse Co., Ltd., Tokyo Branch**
  Sumitomo Twin Building Trunk Room Sales Office: 27-1, Shinkawa 2-chome, Chuo-ku, Tokyo
  Oj Sales Office: 4-5-18, Tokai, Ota-ku, Tokyo

- **The Shibusawa Warehouse Co., Ltd., Tokyo Branch**
  Aomi Sales Office: 3-2-17, Aomi, Koto-ku, Tokyo

- **Yamatane Corporation, Kanto Branch**
  Fukagawa Sales Office: 1-1-1, Ecchujima, Koto-ku, Tokyo

- **The Keihin Co., Ltd.**
  Konan Sales Office: 3-4-20, Kaigan, Minato-ku, Tokyo

Article 11 (Approved Appraiser)
1. The approved appraisers prescribed in Article 5.1 shall be as follows:

- **JX Nippon Mining & Metals Co., Ltd.**
  : 1-1-2, Otemachi, Chiyoda-ku, Tokyo

- **Mitsubishi Materials Corporation**
  : 1-3-2, Otemachi, Chiyoda-ku, Tokyo

- **Mitsui Mining & Smelting Co., Ltd.**
  : 1-11-1, Osaki, Shinagawa-ku, Tokyo

- **Sumitomo Metal Mining Co., Ltd.**
  : 5-11-3, Shinbashi, Minato-ku, Tokyo

- **Dowa Metals & Mining Co., Ltd.**
  : 4-14-1, Sotokanda, Chiyoda-ku, Tokyo

- **Tanaka Kikinzoku Kogyo K.K.**
  : 2-7-3, Marunouchi, Chiyoda-ku, Tokyo

- **Tokuriki Honten Co., Ltd.**
  : 2-9-12, Kajicho, Chiyoda-ku, Tokyo
Ishifuku Metal Industry Co., Ltd. : 3-20-7, Uchikanda, Chiyoda-ku, Tokyo
Yokohama Metal Co., Ltd. : 3-5-2, Hashimotodai, Sagamihara-shi, Kanagawa-ken
Matsuda Sangyo Co., Ltd. : 1-26-2, Nishishinjuku, Shinjuku-ku, Tokyo

However, Tanaka Kikinzoku Kogyo K.K., Tokuriki Honten Co., Ltd., and Ishifuku Metal Industry Co., Ltd. are permitted to conduct appraisals of gold, silver, and platinum only. Yokohama Metal Co., Ltd. is permitted to conduct appraisals of silver only.

Article 12  (Delivery of Precious Metal Bars by Designated Persons)
1. The cases where a person designated by the Exchange may furnish precious metal bars to be offered for delivery directly to an approved warehouse, pursuant to the provisions of Article 5.9, shall be as prescribed in each of the following items.
   (1) The case where a manufacturer of a brand approved by the Exchange furnishes precious metal bars of its own brand:
      a. Gold
         Persons set forth in Article 2.1.1.A;
      b. Silver
         Persons set forth in Article 2.1.2.A;
      c. Platinum
         Persons set forth in Article 2.1.3.A;
      d. Palladium
         Persons set forth in Article 2.1.4.A.
   (2) In cases where a TOCOM Member who has concluded a consignment contract, or a similar contract for a brand approved by the Exchange ("Consignment Contract, etc."), and is designated by the Exchange, furnishes precious metal bars obtained directly from the manufacturer of said approved brand, without passing through the hands of a third party:
      Persons who concluded a Consignment Contract, etc. or a similar contract for a brand designated by the Exchange:
      a. Gold
      b. Silver
      c. Platinum
         Mitsubishi Materials Corporation, Sumitomo Corporation, Sojitz Corporation, Mitsui & Co., Ltd., Toyota Tsusho Corporation, Goldman Sachs Japan Co., Ltd., ICBC Standard Bank Plc., and Mitsubishi Corporation RtM Japan, Ltd.; and
      d. Palladium
   (3) In cases where a person who is designated by the Exchange to fall under any of a. through d. of the preceding item concludes a Consignment Contract with a person...
specified by the Exchange in accordance with the Operating Procedure for the Purchase of Precious Metal Bars by Designated Persons, furnishes precious metal bars obtained directly from said person.

2. With respect to delivery of gold, platinum, or palladium, precious metal bars that have passed a test conducted by an organization designated by the Exchange using weight, specific gravity, sound wave testing equipments, etc. may be furnished directly to an approved warehouse for delivery purposes, provided that a document certifying that the precious metal bars qualify as Good Delivery Material, as prescribed in Article 2, issued by any of the following Members designated by the Exchange among the manufacturers of brands approved by the Exchange, a person who concluded a Consignment Contract for a brand approved by the Exchange, and others ("Members not requiring appraisal"), is attached thereto.
   a. Gold
   b. Platinum
      Mitsubishi Materials Corporation, Mitsui Mining & Smelting Co., Ltd., Sumitomo Corporation, Sojitz Corporation, Mitsui & Co., Ltd., and Mitsubishi Corporation RtM Japan, Ltd.; and
   c. Palladium

3. Approved Persons described in the Procedure for Special Measures of Warehouse Receipt Handling who concluded a Consignment Contract, etc. for a brand designated by the Exchange may furnish directly to an approved warehouse for delivery purposes the precious metal bars obtained directly from the manufacturer of said approved brand without passing through the hands of a third party, if Approved Broker Members described in the Special Measures of Warehouse Receipt Handling will issue the warehouse receipt for such precious metal bars.

4. Approved Persons described in Paragraph 1 Item 2 may furnish the precious metals bars delivered directly to an approved warehouse pursuant to the provisions of Paragraph 1 Item 1 and 2 of this Article, as a good delivery if the document prescribed in the Special Measures of Warehouse Receipt Handling is attached.

Article 13 (Warehouse Receipt)
1. The warehouse receipt prescribed in Article 54.1 of the Market Rules shall include the following information and meet all requirements necessary for transfer. A warehouse receipt shall be created for each delivery unit of the same brand.
   (1) Type (product);
   (2) Number of bars;
   (3) Brand;
   (4) The amount of the delivery goods (Total weight if its consist of several bars);
   (5) Purity;
   (6) The manufacturer’s serial number;
   (7) Company providing fire insurance and term and amount of coverage;
   (8) A statement to the effect that storage costs (each storage cost if the delivery goods are consist of several bars) through the period containing the delivery day have been paid; and
   (9) A statement to the effect that property-casualty insurance has been purchased to cover any loss arising from theft (including robbery) and destruction of all, or part of the delivery goods.
Article 14  (Declared Delivery)
1. The “Listed Commodity Component Products prescribed by the Precious Metals Detailed Delivery Rules” qualifying for Declared Delivery as referred to in Article 57 of the Market Rules, shall be platinum.
2. Trade Members, etc. intending to carry out a Declared Delivery, as prescribed in Article 57 of the Market Rules, shall apply using the application form, designated by the Exchange, within the period from the first business day of the month immediately preceding the month containing the last trading day of the current contract month to 2:30 p.m. of the second business day prior to the last trading day of the current contract month.
3. In addition to those prescribed in the preceding paragraph, other matters necessary for the handling of Declared Delivery shall be prescribed by the Precious Metals Declared Delivery Procedure.

Article 15  (Customized Delivery)
1. The “Listed Commodity Component Products prescribed by the Precious Metals Delivery Detailed Rules”, qualifying for Customized Delivery, referred to in Article 58 of the Market Rules, shall be platinum.
2. The “period prescribed by the Precious Metals Detailed Delivery Rules”, referred to in Article 58 of Market Rules, shall be the period from the time a notification is made by the Exchange to Members concerning the contents of the Delivery Tender Notice and Delivery Acceptance Notice, prescribed in Article 4.1.2, to 3:30 p.m. of the day on which the counterparties are to receive the delivery goods, determined pursuant to the provisions of Article 4.1.4.
3. In addition to those prescribed in the preceding paragraph, other matters necessary for the handling of Customized Delivery, shall be prescribed by the Precious Metals Customized Delivery Procedure.

Article 15-2  (ADP)
1. “Within period prescribed by the Delivery Detailed Rules” referred to in Article 58-2 of the Market Rules shall be within the period from the end of Day session on the last trading day of the current month, until 2:00 p.m. of the day on which the counterparty to receive the delivery goods is determined pursuant to the provisions of Article 4.1.3.

Article 16  (Methods Relevant to Delivery)
1. The methods provided in Article 4, Article 7, Article 8, Article 9, Article 14, Article 15 and Article 15-2 shall be made through the electronic computer system set by the Exchange (“Delivery System”; the same shall apply hereinafter), which procedures are prescribed in the Delivery System Procedure. In such case, the approval of the seller and the buyer through the Delivery System shall be treated as “signed jointly by the seller and the buyer” prescribed in Article 8.2, in the Precious Metals Declared Delivery Procedure, in the Precious Metals Customized Delivery Procedure and in the ADP Detailed Rules.

Chapter 3  Delivery of Physical Transactions

Article 17  (Delivery of Physical Transactions)
1. The delivery of Physical Transactions shall be carried out as prescribed in the Market Rules and in this rules.

Article 18  (Good Delivery Material)
1. The Good Delivery Material for Physical Transactions prescribed in Article 17.4.1 of the
Market Rules shall be the 1,000-gram bar with a purity of 99.99% or higher that includes any of the following bars, on which the trade name or brand and the grade are engraved and shall meet the standard for quality and shape prescribed in Article 5 of Precious Metals Good Delivery Material Designation Procedure.


(2) Gold bars with any of the following brands:

JOHNSON MATTHEY (LONDON, AUSTRALIA, CANADA, SALT LAKE CITY, HONG KONG), ENGELHARD, SWISS BANK, ARGOR S.A., ARGORHERAEUS S.A., CREDIT SUISSE, DEGUSSA, UNION BANK OF SWITZERLAND, ROYAL CANADIAN MINT, PAMP, PERTH MINT, COMPTOIR LYON ALEMAND LOUYOT, METALOR U.S.A., RAND REFINERY, GOLDEN WEST REFINING, LG METALS, ENGELHARD-CLAL(PARIS, LONDON), NAVOI MINING AND METALLURGICAL COMPLEX, UBS AG, LG-NIKKO, AGR, VALCAMBI S.A., METALOR, LS-NIKKO, ASAHI REFINING CANADA, or ASAHI REFINING USA.

2. The Good Delivery Material for Physical Transactions prescribed in Article 17.4.21 of the Market Rules shall be the 100-gram bar with a purity of 99.99% or higher that includes any of the following bars, on which the trade name or brand and the grade are engraved and shall meet the standard for quality and shape prescribed in Article 5 of Precious Metals Good Delivery Material Designation Procedure.


(2) Gold bars with any of the following brands:

JOHNSON MATTHEY (LONDON, AUSTRALIA), SWISS BANK, ARGORHERAEUS S.A., CREDIT SUISSE, ROYAL CANADIAN MINT, PAMP, PERTH MINT, METALOR U.S.A., RAND REFINERY, NAVOI MINING AND METALLURGICAL COMPLEX, UBS AG, VALCAMBI S.A., METALOR, LS-NIKKO, ASAHI REFINING CANADA, or ASAHI REFINING USA.

Article 19 (Delivery Method)

1. The delivery in Physical Transactions prescribed in Article 17.4.1 of the Market Rules shall be conducted in the following manner.

(1) With respect to delivery goods for delivery, the seller shall prepare and submit to the Exchange a Physical Transactions Delivery Tender Notice prescribed by the Exchange, by 3pm on the day such transaction has been executed. If there is consent of the receiving party prescribed in the proviso clause of Article 54.1 of the Market Rules, a document certifying the existence of the consent of the receiving party shall also be submitted to the Exchange.

(2) The Exchange shall notify the buyer and the seller pertaining to said delivery of the delivery payment by 5pm of the day such transaction has been executed.

(3) The buyer shall, by noon of the business day immediately following the day such transaction has been executed, deliver the Delivery Payment to the Exchange.

(4) The seller shall deliver to the Exchange the warehouse receipt of the delivery goods slated for delivery by 10:00 a.m. of the Delivery Day prescribed in Article 68-2 of the Market Rules and receive the Delivery Payment at the time of delivery.

(5) The buyer shall, by noon of the delivery day prescribed in Article 68-2 of the Market Rules, receive the warehouse receipt from the Exchange.

(6) In cases where the proviso clause of Article 54.1 of the Market Rules which is to be
applied mutatis mutandis in Article 68-2 applies to the preceding two items, the term “warehouse receipt” shall be deemed to be replaced with “Delivery Order”.

2. The delivery in Physical Transactions prescribed in Article 17.4.2 of the Market Rules shall be conducted in the following manner.

(1) With respect to delivery goods for delivery, the seller shall prepare and submit to the Exchange a Physical Transactions Delivery Tender Notice prescribed by the Exchange, by 3pm on the day such transaction has been executed. If there is consent of the receiving party prescribed in the proviso clause of Article 68-5.2 of the Market Rules, a document certifying the existence of the consent of the receiving party shall also be submitted to the Exchange.

(2) The Exchange shall notify the buyer and the seller pertaining to said delivery of the delivery payment by 5pm of the day such transaction has been executed.

(3) The Exchange shall give instructions to the designated warehouse for the transfer of the ownership of the delivery goods for delivery in accordance to the Physical Transactions Delivery Tender Notice by 5pm of the day such transaction has been executed.

(4) The buyer shall, by noon of the business day immediately following the day such transaction has been executed, deliver the Delivery Payment to the Exchange.

(5) The seller shall complete all the necessary arrangement to transfer of the ownership of the delivery goods for delivery by noon of the Delivery Day prescribed in Article 68-2 of the Market Rules.

(6) Notwithstanding the provision of previous item, in cases where the delivery are made with a warehouse receipt provided in the proviso clause of Article 68-5.2, the seller shall deliver the warehouse receipt of the delivery goods for delivery to the Exchange by 10a.m. of the Delivery Day prescribed in Article 68-2 of the Market Rules.

(7) The seller shall receive the Delivery Payment at the time of delivery after the arrangement prescribed in preceding two items.

(8) The buyer shall receive the delivery goods from the approved warehouse within 5 business days from noon of the Delivery Day prescribed in Article 68-2 of the Market Rules.

(9) Notwithstanding the provision of previous item, in cases where the delivery are made with a warehouse receipt provided in the proviso clause of Article 68-5.2 of the Market Rules, the buyer shall receive the warehouse receipt from the Exchange by noon of the Delivery Day prescribed in Article 68-2 of the Market Rules.

**Article 20  (Obligation of the Seller and the Buyer)**

1. The provision of Article 5 shall apply mutatis mutandis to delivery of Physical Transaction prescribed in Article 17.4.1 of the Market Rules. In such case, “the last trading day of the current contract month” shall read as “the day such transaction will be executed”.

2. In case of the delivery in Physical Transactions prescribed in Article 17.4.2 of the Market Rules, the buyer and seller shall conclude an agreement for the necessary matter with approved warehouse operator by the day such transaction will be executed.

3. In case of the delivery in Physical Transactions prescribed in Article 17.4.2 of the Market Rules, the seller shall provide the delivery goods for delivery to the approved warehouse operator by the day such transaction will be executed.

4. Notwithstanding the provision of previous two items, in cases where the delivery are made with a warehouse receipt provided in the proviso clause of Article 68-5.2, the buyer will not required to conclude an agreement with approved warehouse operator.

**Article 21  (Delivery of Precious Metal Bars to Approved Warehouse Operator)**

1. Article 12 shall apply mutatis mutandis to the delivery of precious metal bars to Approved Warehouse Operator for the Physical Transactions prescribed in Article 17.4.2 of the Market Rules.
Article 22 (Restriction of the Seller)
1. The seller of Physical Transactions prescribed in Article 17.4.2 of the Market Rules shall be a person designated by the Exchange prescribed in Article 12 in case Article 12 has applied mutatis mutandis to the delivery to designated Warehouse Operator prescribed in previous Article, or the Members who hold precious metal bars obtained at the approved warehouse from Approved Warehouse Operator in case such Approved Warehouse Operator received said precious metals bars according to Article 12 which has applied mutatis mutandis as prescribed in previous Article from a person designated by the Exchange prescribed in Article 12.
2. Notwithstanding the previous paragraph, the seller of the delivery with warehouse receipt provided in the proviso clause of Article 38-5.2 of the Market Rules shall be the one who has a warehouse receipt of the precious metal bars provided in Article 13 issued as prescribed in Article 21 by a person prescribed in previous paragraph.

Article 23 (Loss and/or Damage after the Submission of Warehouse Receipt)
1. Article 6 shall apply mutatis mutandis to the case of delivery of Physical Transactions prescribed in Article 17.4.2 of the Market Rules or delivery with a warehouse receipt provided in the proviso clause of Article 68-5.2 of the Market Rules, if all or part of the delivery goods are lost or damaged for reasons not attributable to the delivery parties after the seller has submitted the warehouse receipt to the Exchange for delivery but before the Exchange gives it to the buyer.

Article 24 (Approved Warehouse Operator and Approved Warehouse)
1. Article 10 shall apply mutatis mutandis to the approved warehouse operators and approved warehouse prescribed in Article 49.1.2 of the Market Rules when Article 68.2 of the Market Rules applies mutatis mutandis to the delivery of Physical Transactions prescribed in Article 17.4.1.
2. The approved warehouse operators and approved warehouses prescribed in Article 49.1.2 of the Market Rules which applied mutatis mutandis to Article 68.2 of the Market Rules that relates to the delivery of Physical Transactions prescribed in Article 17.4.2 of the Market Rules shall be as follows:
   - The Sumitomo Warehouse Co., Ltd., Tokyo Branch
     Sumitomo Twin Building Trunk Room Sales Office
     : 2-27-1, Shinkawa, Chuo-ku, Tokyo
   - Oi Sales Office
     : 4-5-18, Tokai, Ota-ku, Tokyo

Article 25 (Application)
1. Article 11 shall apply mutatis mutandis to the approved appraiser prescribed in Article 5.1 for the delivery of Physical Transaction prescribed in Article 17.4.2 of the Market Rules in case Article 20.1 will be applied.
2. Article 12 shall apply mutatis mutandis to the delivery of precious metals bar by a person designated by the Exchange prescribed in Article 5.9 for the delivery of Physical Transaction prescribed in Article 17.4.1 of the Market Rules in case Article 20.1 applied.
3. Article 13 shall apply mutatis mutandis to the delivery with a warehouse receipt provided in the proviso clause of Article 68-5.2 of the Market Rules or a warehouse receipt prescribed in Article 54.1 of the Market Rules that Article 68-5.1 applies mutatis mutandis to.

Chapter 4  Delivery of Cash-settled Rolling-Spot Futures Transactions

Article 26 (Delivery of Cash-settled Rolling-Spot Futures Transactions)
1. The delivery of Cash-settled Rolling-Spot Futures Transactions shall be carried out as prescribed in the Market Rules and in this rules.

2. Members holding positions of Cash-settled Rolling-Spot Futures may settle these positions by the delivery based on request from both seller and the buyer (“Delivery on Request”).

**Article 27  (Good Delivery Material)**

1. The Good Delivery Material shall be as prescribed in following items.
   (1) Article 18.2 shall apply mutatis mutandis to the Good Delivery Material of gold.
   (2) Article 2.1.3 shall apply mutatis mutandis to the Good Delivery Material of platinum.

**Article 28  (Weight Tolerance of Delivery Goods)**

1. Article 3 shall apply mutatis mutandis to the weight tolerance of Delivery Goods.

**Article 29  (Calculation of Weight of Delivery Goods)**

1. Article 3-2 shall apply mutatis mutandis to the calculation of the weight of Delivery Goods.

**Article 30  (Delivery Method)**

1. Article 19.2 shall apply mutatis mutandis to the delivery method. In such case, “the day such transaction has been executed” shall read as “the day such request has been made”, “a Physical Transactions Delivery Tender Notice” shall read as “Delivery on Request Tender Notice”, and “Article 68-2 of the Market Rules” shall read as “Article 63-3-3 of the Market Rules”.

2. The position for Delivery on Request shall be excluded from the roll-over process.

**Article 31  (Restriction of the Seller)**

1. Article 22 shall apply mutatis mutandis to the seller of the delivery.

**Article 32  (Obligation of the Seller and the Buyer)**

1. The provision of Article 20.2 and Article 20.3 shall apply mutatis mutandis to the obligation of the seller and the buyer. In such case, “the day such transaction will be executed” shall read as “the day such request will be made”.

**Article 33  (Approved Warehouse Operator and Approved Warehouse)**

1. The approved warehouse operator and approved warehouse prescribed in Article 49.1.2 of the Market Rules that applies mutatis mutandis to Article 63-3-2.2 of the Market Rules shall be the approved warehouse operator and approved warehouse prescribed in Article 24.2.

**Article 34  (Customized Delivery)**

1. The “Listed Commodity Component Products prescribed by the Precious Metals Delivery Detailed Rules”, qualifying for Customized Delivery, referred to in Article 63-3-7 of the Market Rules, shall be gold.

2. The “period prescribed by the Precious Metals Delivery Detailed Rules”, referred to in Article 63-3-7 of Market Rules, shall be by 3:30p.m. on the day Delivery on Request has been made.

3. In addition to those prescribed in the preceding paragraph, other matters necessary for the handling of Customized Delivery, shall be prescribed by the Precious Metals Customized Delivery Procedure.
Chapter 5  Miscellaneous Provisions

Article 35  (Revision or Abolition)
1. Revision or abolition to these Detailed Rules shall be approved by the President & CEO.
Supplementary Provisions
These Detailed Rules shall be in effect as of December 1, 2008.

Supplementary Provisions
Revisions to Article 1 (Purpose), Article 4 (Delivery Method), Article 7 (Early Delivery) through Article 10 (Approved Warehouse Operator and Approved Warehouse), Article 12 (Delivery of Precious Metal Bars by Designated Persons), Article 14 (Declared Delivery), and Article 15 (Customized Delivery) shall be in effect as of May 7, 2009.

Supplementary Provisions
Article 1
Revisions to Article 2.1(Good Delivery Material) Item A shall be in effect as of June 3, 2009 and applied to the delivery of June 2009 contract month (except Early Delivery) and subsequent contract months.

Article 2
Newly established and Revisions to Article 10 (Approved Warehouse Operator and Approved Warehouse) shall be in effect as of June 3, 2009 and the deletion to Article 10 shall be in effect as of June 30, 2009.

Supplementary Provisions
Revisions to Article 12.1.2 (Delivery of Precious Metal Bars by Designated Persons) Item C shall be in effect as of July 31, 2009.

Supplementary Provisions
Revisions to Article 4.2 (Delivery Method) shall be in effect as of October 8, 2009 when Article 87 of the Market Rule been effective.

Supplementary Provisions
Article 1
Revisions to Article 2.1(Good Delivery Material) Item A, 2.2 Item A, 2.3 Item A, and 2.4 Item A shall be in effect as of November 19, 2009 and applied to the delivery of December 2009 contract month (except Early Delivery carry out in November 2009) and subsequent contract months.

Article 2
Revisions to Article 10 (Approved Warehouse Operator and Approved Warehouse) and Article 11 (Approved Appraiser) shall be in effect as of November 19, 2009.

Supplementary Provisions
Revisions to Article 12.1.2 (Delivery of Precious metal Bars by Designated Persons) Item B shall be in effect as of February 25, 2010.

Supplementary Provisions
Article 1
Revisions to Article 2 (Good Delivery Material) shall be in effect as of September 30, 2010 and applied to the delivery of October 2010 contract month (except Early Delivery carry out in September 2010) and subsequent contract months.

Article 2
Revisions to Article 11 (Approved Appraiser) and Article 12 (Delivery of Precious metal Bars by Designated Persons) shall be in effect as of September 30, 2010.

Supplementary Provisions
Revisions to Article 2 (Good Delivery Material) shall be in effect as of November 22, 2010 and applied to the delivery of December 2010 contract month (except Early Delivery) and subsequent contract months.
Supplementary Provisions
Newly established to Article 10 (Approved Warehouse Operator and Approved Warehouse) shall be in effect as of May 2, 2011 and the deletion to Article 10 shall be in effect as of May 16, 2011.

Supplementary Provisions
Revisions to Article 2 (Good Delivery Material), Article 12 (Delivery of Precious Metal Bars by Designated Persons) and Article 13 (Warehouse Receipt) and the newly established to Article 3-2 (Calculation of Weight of Delivery Goods) shall be in effect as of May 15, 2012.

Supplementary Provisions
Revisions to Article 12 (Delivery of Precious Metal Bars by Designated Persons) shall be in effect as of April 1, 2013. However, a warehouse receipt issued before April 1 shall be treated in the previous manner.

Supplementary Provisions
Revision to Article 4 (Delivery method), Article 5 (Obligation of the Seller), Article 7 (Early Delivery), Article 8 (Mutually Consented Early Delivery) and Article 9 (Early Delivery for Concurrent Positions) shall be in effect as of March 31, 2014.

Supplementary Provisions
Revisions to Article 2 (Good Delivery Material) shall be in effect as of November 20, 2014 and applied to the delivery of December 2014 contract month (except Early Delivery carry out in November 2014) and subsequent contract months.

Supplementary Provisions
Revisions to Article 12 (Delivery of Precious Metal Bars by Designated Persons) shall be in effect as of February 16, 2015 and applied to the delivery of April 2015 contract month (except Early Delivery carry out in March 2015) and subsequent contract months.

Supplementary Provisions
Revisions to Article 2 (Good Delivery Material) shall be in effect as of May 12, 2016 and applied to the delivery of June 2016 contract month (except Early Delivery carry out in May 2016) and subsequent contract months.

Supplementary Provisions
Revisions to Article 12 (Delivery of Precious Metal Bars by Designated Persons) shall be in effect as of June 16, 2016 and applied to the delivery of August 2016 contract month (except Early Delivery carry out in July 2016) and subsequent contract months.

Supplementary Provisions
Newly established the name of Chapter 1 (General Provisions), the name of Chapter 2 (Delivery of Physically Delivered Futures Transactions), Article 1-2 (Delivery of Physically Delivered Futures Transactions), the name of Chapter 3 (Delivery of Physical Transactions), the name of Chapter 4 (Delivery of Cash-settled Rolling-spot Futures Transactions) and the name of Chapter 5 (Miscellaneous Provisions), and revisions to Article 2 (Good Delivery Material), Article 11 (Approved Appraiser) and Article 17 (Revision or Abolition) shall be in effect as of July 25, 2016.

Supplementary Provisions
Revisions to Article 4 (Delivery Method), Article 5 (Obligation of the Seller), Article 7 (Early Delivery), Article 8 (Mutually Consented Early Delivery), Article 9 (Early Delivery for Concurrent Positions), Article 14 (Declared Delivery), Article 15 (Customized Delivery), Article 22 (Restriction of the Seller), Article 26 (Delivery of Cash-settled Rolling-spot Futures Transactions) and Article 32 (Customized Delivery) shall be in effect as of October 31, 2016.
Supplementary Provisions
Newly established Article 15-2 (ADP) and the revisions to Article 4 (Delivery Method) and Article 16 (Methods Relevant to Delivery) shall be in effect as of March 3, 2017 and applied to the delivery of April 2017 contract month and subsequent contract months.

Supplementary Provisions
Newly established Article 28 (Weight Tolerance of Delivery Goods) and Article 29 (Calculation of Weight of Delivery Goods), and the revisions to Article 2 (Good Delivery Material), Article 4 (Delivery Method), Article 27 (Good Delivery Material), Article 28 (Delivery Method), Article 29 (Restriction of the Seller), Article 30 (Obligation of the Seller and the Buyer), Article 31 (Approved Warehouse Operator and Approved Warehouse), Article 32 (Customized Delivery) and Article 33 (Revision or Abolition) shall be in effect as of March 21, 2017.

Supplementary Provisions
Revisions to Article 2 (Good Delivery Material) and Article 12 (Delivery of Precious Metal Bars by Designated Persons) shall be in effect as of May 8, 2017.