

Precious Metals Refinery

Dental Refining Account Information:

BUSINESS INFORMATION

Please complete the following information and include in your shipment.

Business Name

Legal Name

Phone Number

Fax Number

Billing Address

Shipping Address

City

State/Province

Zip Code

Country

Website

CONTACT INFORMATION

Please include contact information for a manager or owner with whom we should communicate.

First Name

Last Name

Email Address

Direct Phone Number

Role at Company

Please read and sign the terms and conditions on the following page. Include all pages with your shipment.

General Terms & Conditions Apply

PMR

GENERAL TERMS & CONDITIONS

The following sets forth the terms and conditions applicable to all dealings and transactions between Customer and any of the following entities: Precious Metal Refinery, L.L.C., an Arizona Limited Liability Company, and all of its affiliates, successors, subsidiaries and related entities (collectively PMR). Customer agrees to be bound by these General Terms & Conditions.

1. **ARBITRATION.** Customer agrees that any controversy, claim or dispute between Customer and PMR arising in any way from any dealing(s) or transaction(s) between Customer and PMR or from these General Terms & Conditions shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act if applicable, or otherwise pursuant to the Arizona Arbitration Act, or as may be applicable, the Uniform Rules of Arbitration, and shall be conducted in the English language before a single arbitrator in Tucson, Arizona, in accordance with the rules and procedures of the American Arbitration Association for commercial arbitration and shall be governed by the applicable provisions of these General Terms & Conditions. Customer agrees not to pursue any claim against PMR in a representative capacity or on behalf of others, and Customer waives any right to arbitrate any controversy, claim or dispute as a party to a class arbitration. Any decision rendered in such arbitration is binding on all of the parties, and judgment may be entered in any court of competent jurisdiction. Fees and expenses of the arbitrator and arbitration shall be divided equally between the parties. Customer and PMR will each be responsible for their own attorneys fees and costs and the arbitrator has no discretion to shift attorneys fees or costs of Customer to PMR; provided, however, that in the event of default by Customer under a forward sale (as described in paragraph 20), Customer shall be responsible for all legal and other expenses incurred by PMR (including but not limited to attorneys fees and costs and any arbitration fees and costs) as a result of such default. In the event that Customer brings an action against PMR in any proceeding other than arbitration as required by these General Terms & Conditions, or unsuccessfully challenges or fails to comply with the arbitrators award, Customer shall be responsible for all legal and other expenses incurred by PMR (including but not limited to attorneys fees and costs) in compelling arbitration, enforcing this arbitration provision or defending or enforcing the arbitration award.
2. Customer will bear sole responsibility and liability for shipping any precious metal-bearing products (i.e., products containing gold, silver, palladium, or platinum group metals), gem/stone-bearing products, and gems/stones (collectively, the Material) to PMR, and Customer will arrange for all shipments to be FOB PMR, Tucson, Arizona. Customer acknowledges that PMR is not responsible for Material lost or damaged in transit, and that PMR does not insure Material sent to PMR by Customer.
3. Customer will enclose a separate PMR packing list for each lot, regardless of whether Material is shipped to or brought into a PMR location, that includes a complete description of the lots contents and weights (gross, tare and net), clearly identifies the services requested (e.g., stone removal), and states the declared value of gems/stones to be removed. PMR shall not be liable for any loss or damage claimed if Customer fails to provide the required packing list information.
4. Customer will ship all Material in containers sufficiently secured so as to ensure the integrity of the Material until the containers arrive at PMRs premises. PMR assumes no responsibility for Material that arrives in unsecured or damaged containers. If PMR receives Material that is damaged or that arrives in a container that is damaged or compromised in any way (Defective Material), then PMR will attempt to contact the Customer to determine Customers wishes regarding the return or disposal of Defective Material. PMR reserves the right to reject any Material (Rejected Material) without explanation.
5. If Customer fails to arrange at Customers expense for the return or other disposal of Rejected Material, Defective Material or other Material in PMRs possession that Customer has not agreed to sell to PMR, within thirty (30) days after the Materials receipt by PMR, then PMR will have the right to dispose of the Material in any way PMR deems appropriate at Customers expense, without PMR incurring any liability to Customer.
6. Customer represents and warrants that: (a) none of the Material it provides to PMR will originate from, relate to, further, or be involved or derived in any way from any type of activity that is criminal, illegal, illicit, or otherwise prohibited; and (b) Customer has complied with all applicable holding and reporting requirements relating to the Material.
7. Customer represents and warrants that Customer has in place a written anti-money laundering program, or is exempt from this requirement, according to the USA PATRIOT Act. Customer further represents and warrants that it is a commercial entity with experience in the precious metals industry.
8. Customer represents and warrants that, before or upon delivery of Material to PMR, Customer will provide to PMR a complete and accurate statement of the nature and extent of all substances in the Material that may be considered toxic or hazardous to human health. Such notice is required for substances including, but not limited to, cadmium, iron, lead, selenium, tellurium, zinc, antimony, sulphur, nickel, acrylonitrile, arsenic, asbestos, benzene, coke oven emissions, ethylene oxide, isocyanides, mercury, silica, and vinyl chloride. Customer further represents and warrants that all Material will be free of radioactivity, asbestos, beryllium, mercury and thallium.
9. Customer represents and warrants that all Material will be properly packaged and labeled in accordance with the Hazardous Materials Transportation Act and other applicable rules or regulations, and that each container containing Material that may be considered toxic or hazardous has appropriate hazard warnings and reflects Customers identity.
10. **Applicable Law.** The rights and obligations of PMR and Customer provided for in these General Terms & Conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona, without regard to conflicts of law principles.
11. **INDEMNITY.** AS A CONDITION OF DOING BUSINESS WITH PMR, CUSTOMER AGREES THAT IF CUSTOMER FAILS TO COMPLY WITH ANY OF ITS OBLIGATIONS HEREIN, CUSTOMER WILL INDEMNIFY AND HOLD PMRC HARMLESS FROM ANY AND ALL INJURIES, COSTS, SUITS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, EXPERT FEES, AND ALL COSTS OF DEFENSE OF SUCH CLAIMS, INCLUDING ALL LIABILITIES, CONSEQUENTIAL LOSSES, FINES, PENALTIES, JUDGMENTS, SETTLEMENTS, LOSSES, COSTS OF STORAGE/HANDLING/DISPOSAL/DECONTAMINATION, PUNITIVE OR EXEMPLARY DAMAGES, STATUTORY DAMAGES AND CLAIMS BY ANY STATE, THE U.S. GOVERNMENT OR THEIR AGENCIES, THAT PMRC MAY INCUR AS A RESULT OF SUCH FAILURE BY CUSTOMER. CUSTOMER ALSO AGREES TO INDEMNIFY AND HOLD PMRC HARMLESS FROM ALL INJURIES, COSTS, SUITS AND EXPENSES ARISING OUT OF INJURIES TO PERSONS OR LOSS, DAMAGE OR DESTRUCTION OF PROPERTY, INCLUDING PROPERTY OR MATERIAL OF CUSTOMER, IN CONNECTION WITH OR TO HAVE ARISEN OUT OF TRANSACTIONS WITH PMRC, REGARDLESS OF WHETHER CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF PMR.
12. Upon receipt of Material from Customer, PMR will weigh the Material (Received Weight). If there is a Significant Discrepancy (as defined in paragraph 13 below) between the Received Weight and the weight specified by Customer to PMR in the required packing list described in paragraph 3 above (Specified Weight), then PMR will put the relevant Material on hold, not process it further, and contact Customer to attempt to

reach agreement regarding the weight of the Material. If PMR and Customer are unable to reach agreement, PMR reserves the right to return the Material to Customer at Customer's expense. If there is not a Significant Discrepancy between Received Weight and the Specified Weight, or if Customer agrees that PMR can proceed regardless of a Significant Discrepancy, then PMR will proceed without any liability for any discrepancy between the Received Weight and the Specified Weight.

13. Significant Discrepancy shall mean: (a) for gold, a discrepancy of one ounce or greater; (b) for silver, a discrepancy of 15 ounces or greater; (c) for platinum, a discrepancy of one ounce or greater; (d) for palladium, a discrepancy of one ounce or greater.

14. PMR will determine the precious metal content of the Material using the analytical method that PMR selects in its sole and absolute discretion (the Precious Metal Content). The analytical methods that PMR may utilize include, but are not limited to, X-Ray Fluorescence Spectroscopy (XRF), Inductively Coupled Plasma (ICP) Mass Spectrometry, and Fire Assay. As a condition to any sale of precious metal to PMR, Customer accepts and agrees with PMR's determination of Precious Metal Content regardless of the analytical method utilized. PMR's determination of Precious Metal Content shall be the agreed upon content for purposes of Customer's transaction(s) with PMR.

15. PMR's obligations to Customer are limited to those metals for which Customer requested a Precious Metal Content determination according to the methods set forth in paragraph 14 above, and paid applicable assay fees, if any. PMR has no obligation to Customer regarding any other metal and reserves the right to dispose of or maintain such metals as PMR sees fit.

16. PMR will provide to Customer a statement setting forth the price PMR is offering to Customer for Customer's Material based on (1) PMR's Precious Metal Content determination as set forth above in paragraph 14, and (2) a spot price reasonably determined by PMR in its sole and absolute discretion. PMR's prices do not include any taxes. Customer is solely responsible for all taxes that may apply to transactions with PMR. PMR's spot price is subject to change without notice unless locked in by Customer as a forward sale in accordance with paragraph 20.

17. If a typographical, mathematical or other error is made in the calculation of the price offered or payment to the Customer for the Customer's Material, Customer agrees to take all steps requested by PMR to rectify the error. Customer further agrees to indemnify and hold PMR harmless from and against all damages or liability arising from any such error.

18. Gem/Stone Removal and Recovery. Customer acknowledges and agrees that there are inherent, unavoidable risks of damage and loss associated with the removal and recovery of gems and stones. PMR reserves the right to remove or recover gems/stones using the removal/recovery method that PMR selects in its sole and absolute discretion. Customer agrees that any damage to or loss of gems/stones is subject to the LIMITATION OF LIABILITY set forth below in paragraph 26.

19. Notice of Customer Complaints. Customer must notify PMR in writing within 10 days after receipt of its statement or payment (whichever is sooner) of any controversy, claim, or dispute arising out of the transaction(s) between Customer and PMR. If Customer fails to provide such written notice within 10 days, then Customer agrees that it is forever barred from bringing a claim for loss, damage, or other relief relating to such controversy, claim or dispute.

20. Forward sales of Material (i.e., sales at a predetermined, locked-in price) from Customer to PMR are binding agreements. If Customer fails to deliver such forward-sold Material to PMR within 5 business days after the lock-in date, then Customer shall owe and pay to PMR the difference between the locked-in price and any higher spot price (as set forth in paragraph 16 above) within 10 business days after the lock-in date.

Customer grants to PMR a lien, security interest, and right of set off as security for these and any other liabilities and obligations of Customer to PMR upon all of Customer's open accounts, pool accounts, and other Customer Materials in PMR's possession, custody or control.

21. Force Majeure. PMR shall not be liable for any delay or non-performance caused, in whole or in part, by the occurrence of any contingency beyond the control of PMR, including but not limited to acts of war (whether declared or not), sabotage, terrorism, insurrection, civil disobedience, failure or delay in transportation, act of government, agency, or subdivision thereof, labor dispute, strike, accident, fire, flood, explosion, acts of God, or shortage of materials.

22. These General Terms & Conditions supersede any prior agreements, terms, conditions, understandings and arrangements between PMR and Customer, and constitute the entire agreement and understanding between PMR and Customer concerning the subject matter hereof. There are no other agreements, representations, or warranties regarding this subject matter except those specifically set forth herein. These General Terms & Conditions may only be modified or amended by written instrument duly executed by PMR and Customer, and shall not be modified or amended by the terms of purchase orders, packing lists, or other documents issued unilaterally by Customer. Neither party's rights or obligations hereunder shall be assigned by either party without the prior written consent of the other, except to its successor-in-interest by operation of law or to the transferee of all or substantially all of the party's assets or business to which these General Terms & Conditions relate. Any third party beneficiaries are prohibited from attempting to enforce these General Terms & Conditions against PMR.

23. If any provision of these General Terms & Conditions is found by a court of competent jurisdiction or an arbitrator to be wholly or partly invalid, the remaining provisions will nonetheless be valid and enforceable.

24. The waiver by PMR of any Customer breach of these General Terms & Conditions, or forbearance of PMR to enforce its rights hereunder, shall not operate or be construed as a waiver of any subsequent breach by Customer or a waiver of other rights of PMR.

25. As a condition to entering into any transaction with PMR, Customer authorizes PMR to make such credit, criminal, and other background investigations of Customer as PMR deems appropriate for compliance with the USA PATRIOT Act or otherwise. Customer agrees to provide PMR with the information required to make the aforesaid investigations, such as Social Security or Federal Employer Identification numbers.

26. LIMITATION OF LIABILITY. IN ADDITION TO THE INDEMNITY OBLIGATIONS SET FORTH IN PARAGRAPH 11, CUSTOMER AGREES THAT PMR'S MAXIMUM, TOTAL LIABILITY TO CUSTOMER FOR LOSS OF OR DAMAGE TO MATERIAL, SHALL BE LIMITED TO THE LESSER OF: A) THE CUSTOMER'S DECLARED TOTAL VALUE OF MATERIAL FOR SHIPPING PURPOSES, B) THE ACTUAL, PROVEN AMOUNT PAID BY CUSTOMER FOR THE MATERIAL, OR C) WITH RESPECT TO GEMS/STONES, THE AMOUNT OF FEES PAID BY CUSTOMER TO PMR FOR REMOVAL/RECOVERY SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE GENERAL TERMS & CONDITIONS, IN NO EVENT SHALL PMR BE LIABLE FOR ACTUAL DAMAGES, LOST PROFITS, DAMAGE TO REPUTATION, LOST BUSINESS OPPORTUNITY, INTEREST, ATTORNEYS FEES, OR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.

27. Customer will promptly provide written notice to PMR of any changes to the ownership of Customer's business within fifteen (15) days of such change.

28. DISCLAIMER OF WARRANTIES. CUSTOMER AGREES THAT NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, SHALL BE BINDING UPON PMR UNLESS EXPRESSED IN WRITING HEREIN. PMR SPECIFICALLY DISCLAIMS AND CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT PMR DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND REPRESENTATIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE, THAT RELATE TO PMR'S DETERMINATION OF MATERIALS' PRECIOUS METAL CONTENT OR

WEIGHT, TO PMRS GEM/STONE REMOVAL AND RECOVERY SERVICES, TO ANY FORWARD CONTRACT ENTERED INTO BY PMR, ANY SERVICES PROVIDED BY PMR, OR ANY OTHER ASPECT OF CUSTOMERS DEALINGS OR TRANSACTIONS WITH PMR.

Business Name

Manager or Owner Signature

Date