



TERMS AND CONDITIONS
Precious Metals Refinery, L.L.C. , L.L.C., an Arizona limited liability company

The Terms and Conditions contained herein and those described on the Company's website, www.pmrbuys.com including the Privacy Policy which is incorporated by reference as if fully set forth herein (to be read in combination and referred to herein in their entirety as "The Agreement") shall be binding on each and every customer of Precious Metals Refinery, L.L.C., an Arizona limited liability company, and shall inure in the benefit of Precious Metals Refinery, L.L.C. and Precious Metals Refinery, L.L.C.'s successors and assigns. If you would like a copy of the Terms and Conditions or the Privacy Policy posted on our web site, please email info@pmrbuys.com

Requirements for Use -- By shipping your goods to us, you are agreeing to all terms and conditions set forth herein and affirming, under penalty of perjury, that the information supplied by you is true and correct and that you are at least 18 years of age and the lawful owner of the property that is the subject of your transaction with us. BECAUSE OUR SERVICES ARE GOVERNED BY THE REQUIREMENTS OF ARIZONA LAW YOU MUST PROVIDE US WITH BOTH A SWORN STATEMENT AS WELL AS A GOVERNMENT ISSUED I.D. We reserve the right to request documentation and other proof of compliance with these requirements. PLEASE NOTE THAT IN ORDER TO PROCESS YOUR JEWELRY, YOU MUST SUPPLY ALL REQUESTED PERSONAL IDENTIFICATION INFORMATION. THE FAILURE TO PROVIDE THE REQUESTED INFORMATION WILL DELAY PROCESSING OF YOUR JEWELRY AND SENDING YOU YOUR CHECK. FURTHERMORE, YOU UNDERSTAND AND AGREE THAT IF WITHIN 30 DAYS OF OUR NOTICE TO YOU OF YOUR FAILURE TO PROVIDE THE REQUIRED INFORMATION, YOU FAIL TO PROVIDE SUCH REQUIRED INFORMATION OR FAIL TO REQUEST THE RETURN OF YOUR JEWELRY, SUCH JEWELRY MAY BE RETAINED BY US AS AND FOR COMPENSATION FOR PROCESSING.

Guaranty against Loss-- Except as otherwise stated herein, Precious Metals Refinery, L.L.C. will provide insurance converge against loss of the total contents properly shipped to Precious Metals Refinery, L.L.C. in accordance with the restrictions and procedures established by Precious Metals Refinery, L.L.C. and subject to the terms and conditions herein and as described at pmrbuys.com Precious Metals Refinery, L.L.C. reserves the right in its sole discretion to reject delivery of any mail, envelope or package which appears to be damaged, opened, or tampered with and any such mail, envelope or package will be returned by the post office to the customer. Precious Metals Refinery, L.L.C., shall have no liability to any customer for any such attempted delivery or return of any such items. PLEASE INCLUDE WITH YOUR SHIPMENT A COMPLETE INVENTORY OF YOUR JEWELRY AND ITEMS. In the event your package arrives at our facilities and any items of your jewelry are missing or lost from your package and such items are not listed on the included inventory list, we will not be responsible for such lost or missing jewelry. NOTWITHSTANDING THE FOREGOING, PLEASE NOTE THAT PACKAGED SHIPPED USING DELIVERY CONFIRMATION ARE NOT COVERED BY NSURANCE UNLESS USPS CAN CONFIRM RECEIPT OF THE PACKAGE THROUGH A VERIFIED DELIVERY SCAN, AT THE USPS POSTAL FACILITY IN TUCSON, ARIZONA.

USPS TRACKING AND DELIVERY CONFIRMATION PROGRAM -- If you select USPS as your shipper you can take advantage of the USPS Tracking and Delivery Confirmation Program (the "Confirmation Program"). We prefer you use the highest standard of security with USPS Registered Mail. If you deliver your package with Delivery Confirmation to your local USPS Facility your package will be scanned into the USPS system thus providing you with proof of receipt by USPS. IF YOU DESIRE PROOF OF SHIPPING BY USPS FOR YOUR JEWELRY RETURN PACKAGE PLEASE TAKE YOUR PACKAGE TO YOUR LOCAL USPS FACILITY AND HAVE IT SCANNED INTO THE USPS SYSTEM. By using the bar coded number on your package, you can go to www.usps.com and print a receipt confirming delivery of your package at your USPS facility. If you choose to place your package in your mailbox, you can still use the bar coded number on the package, and go to www.usps.com and print a receipt confirming delivery of your package to Precious Metals Refinery, L.L.C. Please contact us at info@pmrbuys.com should you have any questions.

LIMITATION OF LIABILITY -- This limitation of liability shall be binding on each and every customer and any third party, including, but not limited to, the customer and the customer's successors, assigns, insurance carriers and any other individual or entity asserting any right or claim relating to customer's transaction with Precious Metals Refinery, L.L.C. In no event shall Precious Metals Refinery, L.L.C. be liable for any damages from the loss or destruction of property in its possession for any reason, including negligence, except as stated herein. In no event shall Precious Metals Refinery, L.L.C. be liable to any third party, including any insurance carrier. Precious Metals Refinery, L.L.C., shall not be liable for any subrogation claim brought by the customer's insurance carrier, and, by submitting an Item to Precious Metals Refinery, L.L.C., customer expressly and specifically waives any such subrogation claim on his or her behalf as well as on the behalf of his or her insurance carrier. Precious Metals Refinery, L.L.C.'s, liability is and shall be expressly and specifically limited to the LEAST of the following sums: 1. The liquidation value placed on the total contents by Precious Metals Refinery, L.L.C., in Precious Metals Refinery, L.L.C., sole discretion; 2. One-third (1/3) of the appraised value of the contents according to an appraisal submitted by a customer/seller to Precious Metals Refinery, L.L.C., which appraisal was issued prior to the shipment of the item to Precious Metals Refinery, L.L.C.; and 3. The sum of TEN Thousand (\$10,000.00) Dollars. The Customer/Seller expressly acknowledges and agrees that if there is no appraisal which was issued prior to the contents being submitted to Precious Metals Refinery, L.L.C., Precious Metals Refinery, L.L.C. 's liquidated value shall be conclusive and binding and further, that in no event shall Precious Metals Refinery, L.L.C. , L.L.C. 's liability exceed TEN Thousand (\$10,000.00) Dollars. Precious Metals Refinery, L.L.C. shall not be liable to anyone for any damages, including but not limited to, incidental, consequential, punitive, loss of profit or opportunity, other than as set forth herein above. By submitting the items, customer explicitly and expressly accepts this limitation of liability. **IF YOU BELIEVE YOUR GOLD JEWELRY OR OTHER PROPERTY IS WORTH MORE THAN \$10,000.00. WE RECOMMEND THAT YOU INSURE YOUR SHIPMENT AT YOUR OWN EXPENSE USING ANY CARRIER YOU CHOOSE.**

Return Insurance Liabilities (Other Than Non-Precious Items see below)-When we ship your Jewelry (excluding Non-Precious Items) back to you, it is insured for up to \$10,00,000. If your Jewelry is lost in the mail, we will pay you the amount that we offer you for your Jewelry up to \$100,000. subject to any other restrictions or limitations contained in the Agreement or on this Site. Customer must notify Precious Metals Refinery, L.L.C., via email prior to the return shipment that they wish to purchase additional insurance and that the customer agrees to pay for any extra insurance requested. Precious Metals Refinery, L.L.C. shall, in its sole discretion, choose the return carrier, insurance and receipt verification method for each transaction. Please note there is no insurance coverage for Non-Precious items.

Jurisdiction, Forum, and Venue--You agree that our services shall be deemed solely based in the State of Arizona; and (ii) we shall be deemed a passive web site and our services do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than the State of Arizona. You and we agree to submit all disputes between us to the exclusive jurisdiction of the state and federal courts located in Tucson, Arizona. Each party shall reimburse the other party for any and all costs incurred by the party in defending such foregoing civil action filed or attempted to be filed by the other party in any jurisdiction outside of Tucson, Arizona, including but not limited to attorney's fees, except for an injunctive action regarding a breach or threatened breach of any provision of this Agreement by you.

MATERIAL RETURN --If you change your mind about selling your material or are dissatisfied with the amount of the payment you received, you must notify us immediately. If we do not hear from you by email or a certified letter **within TEN (10) DAYS of the date on the check we mailed to you, your material will be processed. You must return the check before we will return your material. This time limitation cannot be waived for any reason. Precious Metals Refinery, L.L.C., will not be responsible for any loss or damage of any kind if the time limitations are not strictly followed. You must return your check to us within 14 days of the date upon which you notified us that you were rejecting our offer. This 14-day period cannot be altered for any reason, and we will not be responsible for any loss or damage of any kind to your Jewelry. If we do not receive your check within this period of time, the Jewelry will be processed and we will no longer be able to return it to you. Upon our receipt of your check within 14 days we will return the Jewelry to you. All Jewelry (excludes Non-Precious items) will be shipped back to you via UPS signature required and insured for no more than the amount we offer you (regardless of what you insure the Jewelry for when you mail it to us), unless you notify us by phone or by email that you agree to pay for the additional insurance you request.**

110% Price Match Guarantee--If you receive a higher, itemized valid written offer from a nationally televised mail-in gold buyer or diamond buyer (who does not own or operate or is not affiliated with any retail location and who buys precious materials exclusively for its melt value or diamonds for their wholesale value) within 30 days of the date of our check in connection to our offer to purchase the same specific jewelry, we will match that offer plus pay you an amount equal to 10% of the other offer (the "110% Price-Match Guarantee"). You must notify us of the other higher offer no later than 30 days after the date of our invoice to you. The 110% Price-Match Guarantee does not alter or extend our 10 day return policy. We reserve the right to request you provide us the original written offer you received so we can verify the validity and terms of the other offer. Please contact us at info@pmrbuys.com if you have any questions.

Return of Non-Precious (No Value) Items--**WE WILL NOT PAY YOU FOR ITEMS OF JEWELRY DETERMINED TO CONTAIN MINIMAL OR NO IDENTIFIABLE PRECIOUS METAL ("NON-PRECIOUS ITEMS"). HOWEVER, WE WILL RETURN SUCH ITEMS DEEMED TO BE NON-PRECIOUS ITEMS TO YOU BUT ONLY IF YOU NOTIFY US EITHER BY EMAIL OR BY PHONE, NO LATER THAN 10 DAYS FROM THE DATE OF OUR LETTER TO YOU INDICATING YOUR JEWELRY CONSISTED OF NON-PRECIOUS ITEMS ("NON-PRECIOUS ITEMS LETTER") OR THE DATE OF OUR INVOICE TO YOU STATING THAT SOME OF YOUR JEWELRY CONSISTED OF NON-PRECIOUS ITEMS. IN THE EVENT YOU DO NOT NOTIFY US EITHER BY EMAIL OR BY PHONE WITHIN 10 DAYS OF THE DATE OF OUR NON-PRECIOUS ITEMS LETTER OR THE DATE OF OUR INVOICE, YOUR NON-PRECIOUS ITEMS WILL NOT BE RETURNED TO YOU AND WILL BE DISPOSED OF BY US.** This 10-day return period cannot be altered for any reason. We will not be responsible for any loss or damage of any kind if you do not contact us within this 10-day period for return of your Non-Precious Items. If you request return of your Non-Precious (No Value) items, they will be shipped to you via UPS with Delivery Confirmation. Packages containing No Value items are not covered by insurance. Should you desire to have your package delivered via UPS signature required OR if you want your package insured you must notify us by phone or by email that you agree to pay for the shipping costs or insurance you request and you must remit payment to us prior to shipment.

Submitting a Claim for Lost Jewelry Shipped UPS- If you wish to submit a claim to us for lost jewelry sent USPS, you must immediately contact us at info@pmrbuys.com and request a claim form. YOU MUST FULLY COMPLETE THE FORM, SIGN THE FORM, ATTACH A COPY OF YOUR VALID STATE OR GOVERNMENT ISSUED IDENTIFICATION CARD AND MAIL IT TO US AT PRECIOUS METALS REFINERY, L.L.C. , 7069 E Tanque Verde Road Tucson AZ 85715 WITHIN 60 DAYS FROM THE DATE YOU RECEIVED NOTICE THAT YOUR JEWELRY WAS LOST ("60 DAY NOTICE PERIOD"). You must include all supporting documents with the completed, signed form. Failure to properly complete, sign and return the claim form along with a valid State or Government Issued Identification card within the 60 Day Notice Period shall render your claim void. In addition, if you fail to provide sufficient proof that the Jewelry was mailed to us your claim may be denied. There is a 30 day waiting period for processing any claim.

Jewelry Lost When You Ship Your Jewelry to Us through USPS- Claim Process

PLEASE NOTE THAT CLAIMS RECEIVED AFTER THE EXPIRATION OF 90 DAYS FROM THE DATE OF THE LAST VERIFIABLE USPS SCAN ON YOUR JEWELRY RETURN PACK ARE VOID. There is a twenty (20) day waiting period before you may file a claim with Precious Metals Refinery, L.L.C., for non-delivery of package shipped domestic via the

United States Post Office. If you wish to submit a claim to us for lost Jewelry, you must immediately contact us at info@pmrbuys.com and request a claim form. You must fully complete the form, sign the form, attach a copy of your valid state or government issued identification card and mail it to us at Precious Metals Refinery, L.L.C., 7069 E. Tanque Verde Road, Tucson AZ 85715 within 60 days from the date you initially notified us that your jewelry was lost or missing ("60 Day Notice Period"). You must include all supporting documents with the complete, signed form. Failure to properly complete, sign and return the claim form along with a valid State or Government issued Identification card within the 60 Day Notice Period shall render your claim void. In addition, if you fail to provide sufficient proof that the Jewelry was mailed to us your claim may be denied.

ONCE YOU HAVE MADE A CLAIM FOR LOST JEWELRY SHIPPED THROUGH USPS OR UPS, WE REQUIRE YOU TO PURCHASE YOUR OWN INSURANCE FOR ANY FUTURE JEWELRY YOU SHIP TO US, AS WE WILL NOT PROVIDE INSURANCE FOR YOUR JEWELRY. ONLY ONE CLAIM IS PERMITTED PER CUSTOMER OR HOUSEHOLD. MULTIPLE CLAIMS BY THE SAME CUSTOMER OR HOUSEHOLD ARE VOID AND WILL BE DENIED.

MARKETING- Unless you opt out at the point of collection of your personally-identifying Information we may email you about products and services that we believe may be of interest to you. We may also provide email information to third parties, so that those third parties may directly contact you about additional products and services. If you wish to opt-out of receiving emails from us or from third parties you may opt-out at the point of your personally-identifying information or follow the instructions at the bottom of each email.