

# ARGEN PRECIOUS SCRAP REFINING FORM

## Complete in 3 Easy Steps



Please complete this form and return the top copy to Argen with your scrap materials. Argen does not accept hazardous materials, Amalgam or liquids. **All shipping and insurance covered by Argen. If you have questions, call 1-866-853-0774.**

### 1 Refine Coming From:

Company: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Preferred Contact: \_\_\_\_\_ Alternate Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

#### Please Complete Dealer Section

Your Dealer: \_\_\_\_\_ Account #: \_\_\_\_\_ Sales Rep: \_\_\_\_\_

New Argen Account Argen Account #: \_\_\_\_\_ Argen Rep: \_\_\_\_\_

- Do not combine. Materials may be combined in one settlement unless otherwise indicated.
- Please proceed with scrap refine and settlement, no verification call needed.

### 2 Method of Payment:

GOLD COINS:  American Eagle  Canadian Maple Leaf  1 oz. Credit Suisse  5 gr Credit Suisse  Other

ACH: ABA (Routing #): \_\_\_\_\_ Account #: \_\_\_\_\_

CHECK: Payable to: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Your signature indicates that the Company named above has delivered metal to The Argen Corporation for refining and authorizes The Argen Corporation to pay the refining settlement as indication above. Please see Terms & Conditions on reverse side of the Customer Copy for all terms, including a complete schedule of accountability and fees.

### 3



Call FedEx for Pickup: 1-800-463-3339.

Tracking #: \_\_\_\_\_

# GENERAL TERMS AND CONDITIONS FOR UNITED STATES

- GENERAL:** These terms and conditions constitute the entire agreement between The Argen Corporation and its affiliates (the "Company") and the Customer, and shall apply to all Material received by the Company from the Customer for purposes of assay and refining, including all Material Types listed below (the "Material"). For the purpose of venue and jurisdiction, this agreement shall be deemed made and entered into in San Diego, California.
- ACCOUNTABILITY RATE:** The Payable Metal Content of the Material shall be 68.5% of the assayed amount for gold, platinum, palladium, and silver. The Company will not pay for any other metals contained in the material.
- REFINING PROCESS FEE (all prices in USD):** The refining process fee shall be 10% of the Payable Metal Content (see Accountability Rate above). The Company reserves the right to charge a minimum refining process fee of \$35.00 per lot. **By combining the Accountability Rate and Refining Process Fee, the total amount charged per refining lot will equal approximately 38% of the amount received.**
- TITLE TO MATERIAL:** Title to the Material will pass to and vest in the Company at the time that the Customer accepts the settlement amount and/or payment is sent from the Company to the Customer.
- MATERIAL TYPES:** Dental Ware - Extracted Crowns, Bridges, Partials specifically received from Dental Practices. The Accountability Rate and Refining Fee Process above relate to this Material Type. Please contact Argen for Terms & Conditions relating to other material types not mentioned above.
- CUSTOMER REPRESENTATIONS AND WARRANTIES:** The Customer warrants (A) that it owns all right, title, and interest in and to the Material free of all liens and third party claims; (B) that the Material is not "hazardous waste" as defined by state and federal law and does not contain hazardous, toxic, carcinogenic, or other deleterious materials under the Occupational Safety and Health Act (OSHA) or other applicable laws; and (C) the package(s) are properly sealed. **THE COMPANY DOES NOT ASSUME ANY RESPONSIBILITY FOR UNSEALED SHIPMENTS.**
- INDEMNIFICATION:** The Customer shall indemnify, defend and hold Company harmless from any and all claims, suits, penalties, fines, losses, liabilities, damages and judgments in connection with the Material or any breach of the representations and warranties of this Agreement, and any claim by third parties involving any right, title or interest in or to the Material, including the costs of suit and reasonable attorneys' fees and expenses.
- SHIPPING & INSURANCE:** The Company will be responsible for the transportation charge and insurance of the package under the following conditions: (A) The Company's Express Carrier account is used; (B) The Company (Argen in San Diego, CA USA) is the recipient; (C) The Customer has retained a copy of the Shipper Receipt Number; (D) The Customer has retained a copy of the Scrap Material Return Form with the Material Type(s) and Approximate Weight fields completed; and (E) the package has been entered into the Express Carrier's computer system by an employee of said Carrier. The value of the insurance claim will be determined by multiplying the weight of each Material Type by the average value of similar material type paid out within the last 30 days of the date of shipment.
- SETTLEMENT DATE:** Unless the Company notifies the Customer otherwise the settlement date for all Materials shall be after the Company determines the precious metal content.
- SETTLEMENT AMOUNT:** The settlement amount for gold, platinum, and palladium shall be determined by multiplying the payable metal content of the material for these metals by the second London Fix on the settlement date, and the settlement amount for silver shall be determined by multiplying the payable metal content of the Material for silver by the London Fix for silver on the settlement date.
- PAYMENT OPTIONS:** The Customer may select from the following forms of payment: (A) Check; (B) ACH (electronic credit to bank account); (C) Wire Transfer; (D) Gold Coins (valued by applying the Company's standard pricing for coins on the settlement date). Payment will be effected within five (5) business days from the settlement date. A service charge for wire transfers or overnight mailing of a check will be billable to Customer, and shall be automatically deducted from the payment made to Customer.
- RIGHT TO REJECT MATERIAL:** The Company reserves the right to reject Material for any reason whatsoever, including, without limitation, if it deems the Material to be dangerous or of insufficient value to warrant acceptance.
- ASSAY:** The assay will be conducted utilizing an Inductively Coupled Plasma Optical Emission Spectrometry except for lots where another accepted analytical method is more appropriate.
- LIMITATION OF LIABILITY:** Under no circumstances shall the Company be liable for incidental, consequential, punitive, special, or exemplary damages of any kind. The maximum liability of the company shall not be in excess of the refining fee charged by the Company.
- RIGHT OF SET-OFF:** The Company shall have the right, at any time and without notice, to set off any liability or obligation of the Customer to the Company.
- FORCE MAJEURE:** If during the normal course of the Company's operations, work on the Customer's Material is interrupted, hindered or delayed as a result of a force majeure, the Company shall have the right to postpone its performance under this Agreement for as long as such force majeure continues. Force majeure shall include but not be limited to war, acts of God, fires, labor disputes, sabotages, terrorism, explosions, disruptions of transportation or plant operations, government action, order or regulation, or lack of energy or raw materials. If the duration of the force majeure exceeds a period of thirty (30) days, and the parties cannot agree upon a new performance schedule, then either party may cancel the contract upon written notice to the other party.
- ATTORNEY FEES:** If any legal action or any motion or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees and other costs and expenses incurred in that action or proceeding in addition to any other relief to which it or they may be entitled, including those attorney fees and other costs and expenses incurred in enforcing any judgment obtained in that action or proceeding.
- SEVERABILITY:** If any provision of this Agreement is to be held invalid or unenforceable, in whole or in part, by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement shall be construed to remain fully valid, enforceable and binding on the parties in all respects as if such invalid or unenforceable provision were omitted. Any court of final jurisdiction will have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the intention of the Parties.
- ENTIRE AGREEMENT, MODIFICATIONS and WAIVER:** This Agreement constitutes the entire agreement between the parties with respect to such terms as are included herein and the parties acknowledge that they have not executed this instrument in reliance on any promise or representation or warranty not contained herein. This Agreement supersedes and replaces all prior settlement negotiations and/or proposed settlements. This Agreement may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. The Company may amend, modify or alter the terms of this Agreement without notice, at the sole discretion of the Company. It is the customer's responsibility, before sending in material, to review Company's then current general T&C's, including Company's stated accountability and refining fees, by contacting the Company or checking the Company's website. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
- COUNTERPARTS AND FAX OR ELECTRONIC TRANSMISSIONS:** This Agreement may be executed in counterparts and exchanged by electronic mail or facsimile, and all original or facsimile counterparts, when taken together, shall be valid as one instrument as though signed in original on a single page.
- AUTHORIZATION:** Any party signing this Agreement on behalf of an entity or other than themselves, hereby represents and warrants that such party has authority to sign on behalf of the indicated entity. The parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof and that they sign the same freely and voluntarily.
- APPLICABLE LAW; VENUE; ARBITRATION:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the City of San Diego, County of San Diego, State of California before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.