

FORM MUST ACCOMPANY ALL SHIPMENTS OR FAXED/EMAILED PRIOR TO PROCESSING



Union Grove, WI 53182

Tel (800) 988-0109
Fax (262) 864-4113

CUSTOMER CONTACT INFORMATION

Full name _____

Phone # _____

Business Name _____

Fax # _____

Street Address _____

E-Mail _____

City, State, Zip _____

Date _____

Assay For

(Check each that apply)

- Gold
- Silver
- Platinum/Palladium*

Low Grade Material Shipped

(Eg: bench sweeps, filings, buffs, carpet, filters, vac bags, gold filled, etc)

Material Description _____ Weight _____

Material Description _____ Weight _____

Material Description _____ Weight _____

Karat Scrap Shipped

Total Combined Weight**

Stone Removal***

10k _____

14k _____

22k _____

Unit of Measure

- DWT
- GRAMS
- OZT

12K _____

18K _____

24k _____

Silver

Platinum

Palladium

Settlement Options & Instructions

- Check (Regular) – No Charge
- Check (Overnight) - \$30.00
- Wire Transfer – No Charge
- ACH – No Charge
- 24k Casting Grain

Payable to: _____

Instructions: _____

Account Information: _____

Routing # _____ Account # _____

Bank Name _____ Name on Account _____

Account Holder Street Address _____

* Extracted combined value of Platinum/Palladium must exceed \$150 or a \$100 assay fee will apply to total settlement.

** All karat scrap received is checked-in under the combined weight. Individual karat fields are for reference purposes only.

*** Free stone removal on 5 ozt or more of jewelry that contains stones. A \$100 stone removal fee applies to shipments below 5 ozt of stone containing jewelry. All Stones are returned with 2-day Shipping unless customer requests overnight s/h at extra fee.

I acknowledge and understand the above and complete terms on reverse of this form. The Information provided above is accurate to the best of my knowledge.

(Signature)

Date

LGS REFINING TERMS AND CONDITIONS

The following sets forth the terms and conditions that LGS Refining (Low Grade Specialists, LLC) and Customers (as identified herein) agree shall apply to all transactions between them concerning the within subject matter.

1. Customer MUST provide or enclose a separate, current LGS Refining packing list with each lot shipment that includes, without limitation, a description of the contents and weights (gross, tare and net weights, and itemization of gems/stones for recovery, as applicable). LGS shall not be liable for loss or damage claimed if Customer fails to complete LGS Refining packing list in its entirety or otherwise fails to convey clearly the Materials shipped and services requested.
2. LGS reserves the right to reject and return Materials to Customer at Customer's expense.
3. Customer will ship all Materials in containers secured by an adequate security seal that ensures integrity of the Materials until they arrive at LGS premises. LGS assumes no responsibility for Materials that arrive without an intact security seal.
4. If LGS receives Materials in a container that is damaged or compromised in any way, then LGS will contact the customer in an attempt to agree upon how to handle the shipment.
 - a) LGS reserves the right to reject all or any portion of a defective shipment, in which case customer will bear for responsibility for arranging for shipment to be returned to customer.
 - b) If customer does not arrange for defective shipment to be returned or otherwise disposed within 15 business days after LGS notice to customer, then LGS will have the right to dispose of the Materials.
5. Customer represents and warrants that none of the Materials it sends to LGS 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. If Customer fails to comply with any of its obligations herein that Customer will indemnify and hold LGS harmless from all injuries, costs, suits, expenses (including without limitation attorney fees and other costs of defense), liabilities, fines, penalties, judgments, costs of settlement, losses, costs of storage/handling/disposal/decontamination, and consequential or other damages that LGS may incur as a result of such failure by Customer.
6. Customer acknowledges that handling and processing Materials by LGS, including but not limited to melting, burning, combusting and drying, may create conditions hazardous to human health.
7. Unless LGS expressly agrees otherwise, Customer will bear sole responsibility and liability for shipping its precious metal-bearing products, gem/stone-bearing products, and gems/stones (collectively, the "Materials") to LGS Refining.
8. Upon receipt of Materials from Customer, LGS will weigh the Materials ("Received Weight"). If there is a Discrepancy, larger than 0.5 ozt on Au, Pt, or Pd and larger than 10.0 ozt on Ag, between the Received Weight and the weight conveyed by Customer to LGS, then LGS will put the relevant Materials "on hold," not process them further, and contact Customer to attempt to reach an agreement regarding the agreed weight of the Materials. If LGS and Customer are unable to reach such an agreement, LGS reserves the right to return the Materials to Customer at Customer's expense.
9. If there is no Discrepancy between the Received Weight and the weight reported by Customer, then LGS will proceed without risk of liability for the discrepancy.
10. LGS obligations to Client are limited to those metals for which Client requested an assay and paid applicable assay fees, if such fees exist. LGS has no obligation to Customer regarding any other metal.
11. LGS will determine the applicable precious metal content of the Materials using the analytical method that LGS deems, in its sole discretion, to be the most effective for the involved Material. This determination by LGS shall be the determinative, agreed content for purposes of the involved transaction.
12. LGS will send to Customer a Refining Statement that will include:
 - a) Date received and settled;
 - b) The assays results;
 - c) LGS refining, treatment and assay charges, if applicable
13. The rights and obligations of LGS and Customer hereunder shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to the conflicts of law principles thereof.
14. Limitation of Liability. Customer agrees that LGS maximum, total liability to Customer for loss of, or damage to Materials while at LGS premises, or otherwise shall be limited to the a) the actual, proven, out-of-pocket loss incurred by Customer, or b) with respect to gems/ stones, the amount of fees paid by Customer to LGS for removal/recovery services, unless otherwise specifically agreed in writing. **IN NO EVENT SHALL LGS BE LIABLE FOR LOST PROFITS, DAMAGE TO REPUTATION, LOST BUSINESS OPPORTUNITY, INTEREST OR ATTORNEYS FEES, OR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.**
15. Stone Removal and Recovery. LGS intends to use its best efforts to remove and recover stones provided by Customer for such service, but Customer acknowledges and agrees that there are inherent, unavoidable risks of damage and loss associated with such removal. Customer expressly assumes all risks of damage and loss to stones as a result of their removal or recovery by LGS and agrees that liability for damage or loss shall be limited to an amount equal to that paid by Customer to LGS for its stone removal and recovery services. LGS reserves the right to remove or recover stones using the removal/recovery method that LGS deems, in its sole and absolute discretion, to be the most effective for the involved stones. LGS specifically disclaims all warranties and representations of any kind, written or oral, expressed or implied that relate to its stone removal and recovery services.

16. Customer shall notify LGS in writing of alleged errors or inaccuracies in its Settlement Statement from LGS within 5 business days after receipt of the Settlement Statement. Receipt may be verbal, telephone or mail. If Customer fails to provide such notice within 5 business days, then Customer agrees that it is forever barred from bringing a claim for loss or damages relating to such error or inaccuracy.

17. Any controversy, claim, or dispute regarding the rights of LGS or Customer arising out of a transaction between them or these General Terms and Conditions shall be settled exclusively by arbitration before a single arbitrator in Wisconsin in accordance with the rules and procedures of the American Arbitration Association for commercial arbitration. Any decision rendered in such arbitration is binding on all of the parties thereto, and judgment thereon may be entered in any court of competent jurisdiction. Fees and expenses of the arbitrator and arbitration shall be divided equally between the parties.

18. LGS 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 LGS, including, but not limited to, acts of war (whether declared or not), sabotage, terrorism, riot or other act of civil disobedience, failure or delay in transportation, act of any government, agency, or subdivision thereof, including a judicial action, labor dispute, strike, accident, fire, explosion, flood, storm, or other act of God, or shortage of Materials.

19. LGS reserves the right to hold disbursement of settlement if Anti-Money Laundering Form (AML Form) is not on record. LGS maintains compliance with the US Patriot Act and as such, we do not disburse funds without prior beneficiary documentation. In the event or lack of AML Form on file, customer will be notified. Upon notification, Customer has 3 months to submit AML documentation or the transaction is considered void and no funds will be disbursed.

20. CARRIER INSURANCE: Customer must retain a copy of the shipping carrier high value signer form. The signed high value form must be signed by the shipping carrier representative and it is the responsibility of the customer to assure the forms are properly signed before relinquishing the package to any representative. A copy of the signed high value form must be readily available. Failure to provide a copy of this form upon request by LGS will void all insurance on the package.

21. These General Terms and Conditions supersede all prior agreements, terms, conditions, understanding and arrangements, and constitute the entire agreement and understanding between LGS and Customer concerning the subject matter hereof. There are no other agreements, representations, or warranties except those specifically set forth herein regarding the subject matter hereof. Customer agrees that no representations or warranties, whether express or implied, shall be binding upon LGS unless expressed in writing herein. LGS specifically disclaims all warranties and representations of any kind, written or oral, expressed or implied, that relate to LGS determination of the Materials' precious metal content or weight, LGS stone removal and recovery services, or that are not specifically asserted herein. These General Terms and Conditions may only be modified or amended by in writing and executed by LGS and Customer, and shall not be modified or amended by the terms of purchase orders, packing lists, or other documents issued unilaterally by Customer (the terms of which are specifically objected to by LGS). None of either 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 and Conditions relate.

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

LGS Refining
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