


Referred by JJ

PACKING SLIP	
FROM (VENDOR'S INFORMATION)	TO
<p>full name _____</p> <p>address line 1 _____</p> <p>address line 2 _____</p> <p>City, State, Zip Code _____</p> <p>phone &amp; email _____</p>	 <p>GOLD REFINERY OF SAN DIEGO</p> <p>Gold Refinery of San Diego 5859 Mission Gorge Rd. San Diego, CA 92120 (619)516-4653 sdgoldrefinery@sdgoldrefinery.com</p>
SHIPMENT DETAILS	
<p>please check all that apply</p> <p><input type="checkbox"/> GOLD      <input type="checkbox"/> PLATINUM</p> <p><input type="checkbox"/> SILVER      <input type="checkbox"/> PALLADIUM</p>	<p>please describe what you are shipping</p> <p>_____</p>
SHIPPING INSTRUCTIONS*	
<p><i>*failure to follow these shipping instructions invalidates insurance coverage</i></p> <p>① Use the pre-paid shipping label provided by Gold Refinery of San Diego</p> <p>② Send your shipment within 7 days of receiving your label</p> <p>③ Double box all shipments. Attach 1 copy of your shipping label to the outside of the inner box. Attach 1 copy of your shipping label to the outside of the outer box. Secure the boxes with tape.</p> <p>④ OPTION A: Give your package to a FedEx Express Driver when he/she arrives as a result of a pick-up scheduled by Gold Refinery of San Diego. Make sure your pick-up driver electronically scans the label.</p> <p>OPTION B: Drop off your package at an official FedEx location, staffed by a FedEx employee who gives you a receipt. Save your drop off receipt.</p>	
VENDOR'S SIGNATURE & DATE	
<p>please sign and date this form</p> <p>X _____ / ____ / ____</p>	
SETTLEMENT INSTRUCTIONS*	
<p><i>*Default is a check by regular mail and a 10 day settlement</i></p> <p>please check for optional upgrades</p> <p><input type="checkbox"/> ACH deposit / E-check (no fee)</p> <p><input type="checkbox"/> Bank wire transfer (\$35 fee)</p> <p><input type="checkbox"/> Overnighted check by FedEx (\$35 fee)</p> <p><input type="checkbox"/> 1 Day Advanced Settlement (10% fee)</p>	
<p>please complete for ACH/WIRE (US checking accounts only)</p> <p>bank name _____</p> <p>account number _____ routing number _____</p>	
COPY OF ID*	
<p><i>*required prior to payment</i></p> <p>please check one      <input type="checkbox"/> I AM INCLUDING A COPY OF MY ID NOW</p> <p><input type="checkbox"/> I WILL TEXT OR EMAIL A COPY OF MY ID LATER</p>	
RIGHT THUMBPRINT	
<p>Provide your right thumbprint in the box to the lower right.</p> <p><b>METHOD 1:</b> Cover your right thumbpad with ink from a ball point pen. Go all the way down onto the paper, but do not push. Use gentle pressue to provide your thumbprint.</p> <p><b>METHOD 2:</b> Use a graphite pencil and scotch tape. Use the pencil to draw a 1 inch square on another page. Fill in the square with graphite. Rub more graphite from the pencil onto the square by filling it in again from another angle. Push your right thumb onto the dark square. Transfer the graphite from your thumb to this paper with the scotch tape.</p>	

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# ACKNOWLEDGEMENT & AGREEMENT

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The following sets forth the terms and conditions that San Diego Gold Exchange Inc, (herein "SDGE"), doing business as Gold Refinery of San Diego, and all of their respective affiliates, successors, subsidiaries and related entities, and Vendor (as identified herein) agree shall apply to all transactions between them concerning the mail-in program.

## Procedures:

1. Vendor initiates shipment procedure by emailing or texting a picture of items for sale. In the e-message the Vendor should state a value for the shipment if the Vendor has an estimated value in mind, and an ideal pick-up time for a FedEx driver to pick-up the package.
2. SDGE will email a response. Attached to the email will be a pre-paid FedEx label. Vendor must follow all shipping procedures exactly or else shipping insurance will not be valid (see 3, 4, and 5, below). In the body of the email from SDGE along with the attached shipping label, SDGE will state a dollar amount in US dollars. The dollar amount is the amount of insurance coverage that SDGE will pay for, to cover the shipment while it is in transit to SDGE. If the Vendor requires coverage above the dollar amount stated by SDGE, Vendor must not send the package to SDGE.
3. Vendor must send the package within 7 days. After 7 days SDGE will cancel the label such that it will no longer be valid within the FedEx computer system.
4. Vendor must double-box all shipments. Vendor must secure both boxes with tape and attach shipping labels to the outside of both boxes.
5. To ship the package, Vendor has 2 options. Vendor can give the package to a FedEx Express Driver, but Vendor must make sure that the FedEx Express Driver electronically scans the package into the FedEx computer system at pick-up. Alternatively, Vendor may drop off the package at an official FedEx location, staffed by a FedEx employee, who gives the Vendor a printed receipt, which Vendor must save. The shipping insurance starts when the package shows as accepted in the FedEx system.
6. After arrival SDGE will open and assess the package and its contents under video surveillance. SDGE will make the video available to Vendor to view online for a period of 30 days from the date of opening. SDGE will operate in a timely manner and open and assess packages as soon as time allows. At the time of assessment, the live precious metals spot market prices will be updated, noted, and applied to the Payment Schedule (see "Payment Schedule") to determine the Vendor's exact payout amount in US Dollars.
7. Vendor will be paid by Vendor's payment method of choice as indicated by Vendor on the packing slip. The default payment method will be a check by mail sent payable to the Vendor at the Vendor's address. Vendor's name and address will be provided by Vendor on the official SDGE packing slip. Payments by e-check, and bank wire transfer will be made available to the Vendor, and must be requested in-writing whereby Vendor provides bank name, bank account number, and bank routing number. Payments can only be made to bank accounts based in the United States. SDGE will mail payment or provide payment by e-check without charging an extra payment fee. Payment by wire transfer will cost Vendor \$35. Payment by overnight check via FedEx will cost Vendor \$35.
8. In shipping material to SDGE, Vendor represents and warrants that Vendor is the owner of the material, or is the duly authorized agent of the owner of the material, and has the right and capacity to transfer ownership of the material to SDGE free of all liens and encumbrances. By the act of shipping material to SDGE, Vendor transfers full legal title to the material to SDGE, in exchange for compensation in accordance with the Payment Schedule (see "Payment Schedule").
9. The attached Payment Schedule (see "Payment Schedule") will govern any compensation due to the Vendor.
10. SDGE shall have the right, at any time and without notice, to set off any obligation of SDGE to Vendor against any obligation of Vendor to SDGE.

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11. Vendor will not mail hazardous or dangerous material to SDGE (see Deleterious Elements).
12. If Vendor is selling loose coins, or Commercial Grade Bullion, a thumbprint is not required. If Vendor is selling anything other than loose coins, or Commercial Grade Bullion, Vendor must provide a legible right thumbprint.
13. Vendor must provide a copy of a valid identification that meets SDGE's requirements. ID's accepted by SDGE are:
- \*a) Identification issued by the United States Federal Government (Passport, etc.)
  - \*b) Driver's License Issued by any US State or Canada
  - \*c) Identification Card issued by any US State
- \*SDGE accepts valid non-expired ID's. SDGE also accepts expired ID's given they were issued within the last 5 years (as indicated by "issue date" on the ID).
14. Vendor will not mail material to SDGE, without first obtaining a shipping label from SDGE. To request a shipping label Vendor must first provide a picture of Vendor's material. Vendor shall not mail material to SDGE without first obtaining SDGE's approval to send the material, after SDGE has had the opportunity to review the picture.
15. On the packing slip Vendor may choose to request an advance settlement. Vendors may request advance settlements on all shipments. While most requests for advance settlements will be agreed to by SDGE, SDGE will accept or decline the request at its sole discretion. For example, if material is best assessed by certain more lengthy analytical methods, SDGE may at its sole discretion refuse to provide a settlement advance, and apply the standard settlement time to the transaction.

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## PAYMENT SCHEDULE

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Vendor will be paid on 1 metal per item. SDGE will pick the 1 metal to value the item that results in the maximum payout. SDGE pays for Gold, Silver, Platinum, and Palladium. See various payment schedules below. Any metals tainted with hazardous metals (see section titled Deleterious Elements) will not qualify for the highest paying payment schedules, instead they will be paid according to the last payment schedule below. All fees are paid by Vendor. Fees will be automatically deducted from payment to Vendor.

### PAYMENT SCHEDULE GOLD

Percent by weight	Accountability	Assessment Fee – per item
40.0% or greater	<b>99%</b>	\$5
33.0% to 39.999%	75%	\$5
25% to 32.999%	50%	\$5
0% to 24.999%	0%	\$5

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## PAYMENT SCHEDULE SILVER

Percent by weight	Accountability	Assessment Fee – per item
90.0% or greater	90%	\$5
80.0% to 89.999%	70%	\$5
70% to 79.999%	50%	\$5
0% to 69.999%	0%	\$5

## PAYMENT SCHEDULE PLATINUM AND PALLADIUM

Percent by weight	Accountability	Assessment Fee – per item
90.0% or greater	90%	\$15
80.0% to 89.999%	70%	\$15
70% to 79.999%	50%	\$15
0% to 69.999%	0%	\$15

## PAYMENT SCHEDULE GOLD/SILVER/PLATINUM/PALLADIUM TAINTED WITH DELETERIOUS ELEMENTS

Percent by weight (metal of highest value )	Accountability	Assessment Fee – per item
Gold 40% or greater AG/PT/PD 80% or greater	50%	\$15
Gold 0% to 39.999% AG/PT/PD 0% to 79.999%	0%	\$15

### Settlement Fee:

Standard Settlement time: \$0

Advanced Settlement time: 10%

Insured shipping fee: Actual cost (varies - TBD by SDGE)

Refining fee: \$200

### Payment Fee:

Standard payment, Check By Regular Mail: \$0

ACH Deposit / E-check: \$0

Bank Wire Transfer: \$35

Overnighted check by FedEx: \$35

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## DELETERIOUS ELEMENTS

Multiple elements when present above certain levels may cause harm to refining personnel, refining equipment, and/or be environmentally hazardous. Vendor is responsible to not mail hazardous or dangerous material to SDGE.

The following elements should never be sent to SDGE: Pm, Sm, Eu, Gd, Tb, Dy, Ho, Er, Tm, Yb, Lu, Ac, Pa, U, Np, Pu, Cm, Bk, Cf, Es, Fm, Md, Lr. By delivering these elements to SDGE Vendor forfeits items containing these elements and Vendor will be liable to pay disposal fees as determined by SDGE.

The following elements are considered acceptable provided the tolerance levels below are adhered to:

ELEMENT(S)	TOLERANCE
Ar (Argon), Be (Beryllium), Bi (Bismuth), Br (Bromine), Cd (Cadmium), Cl (Chlorine), F (Fluorine), Se (Selenium), Te (Tellerium)	<.010%
As (Arsenic), Cr (Chromium), Sb (Antimony), Sn (Tin)	<.100%
Hg (Mercury), I (Iodine), Tl (Thallium)	<.001%
Ni (Nickel), Sn (Tin), Zn (Zinc)	<15.000%
Pb (Lead)	<.500%

\*If Vendor's material contains elements in the above chart, in amounts exceeding the indicated tolerance levels, Vendor's material will be considered tainted with Deleterious Elements. See PAYMENT SCHEDULE GOLD/SILVER/PLATINUM/PALLADIUM TAINTED WITH DELETERIOUS ELEMENTS.

## GENERAL TERMS & CONDITIONS:

1. Vendor represents and warrants that none of the Materials it sends to SDGE 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.
2. SDGE will determine the applicable precious metal weight, purity, and content of the materials mailed in by Vendor, using the analytical method that SDGE deems, in its sole discretion, to be the most effective for the involved material. This determination by SDGE shall be the determinative, agreed weight, purity, and content for purposes of the involved transaction. SDGE may use rounding and estimation as it sees fit.
3. The rights and obligations of SDGE and Vendor hereunder shall be governed by, construed, and enforced in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof. Any lawsuits must be filed in San Diego, California, USA.
4. Limitation of Liability. Vendor agrees that SDGE's maximum, total liability to Customer under these General Terms and Conditions and otherwise shall be limited. IN NO EVENT SHALL SDGE BE LIABLE FOR LOST PROFITS, DAMAGE TO REPUTATION, LOST BUSINESS OPPORTUNITY, INTEREST OR ATTORNEYS' FEES, OR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES. Vendor holds SDGE harmless and waives liability of SDGE, its owners, agents, and employees.
5. SDGE 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 SDGE, including, but not limited to, acts of war (declared or not), sabotage, terrorism, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government, agency, or subdivision thereof, including a judicial action, labor dispute, strike, accident, fire, explosion, flood, virus, health pandemic, storm, or other act of God, or shortage of materials.

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6. These General Terms and Conditions supersede all prior agreements, terms, conditions, understanding and arrangements, and constitute the entire agreement and understanding between SDGE and Vendor concerning the subject matter hereof. There are no other agreements, representations, or warranties except those specifically set forth herein regarding the subject matter hereof. Vendor agrees that no representations or warranties, whether express or implied, shall be binding upon SDGE unless expressed in writing herein. SDGE specifically disclaims all warranties and representations of any kind, written or oral, expressed or implied, that relate to SDGE's determination of the Materials' precious metal content or weight, or that are not specifically asserted herein. These General Terms and Conditions may only be modified or amended by written instrument duly executed by SDGE and Vendor, and shall not be modified or amended by the terms of purchase orders, packing lists, or other documents issued unilaterally by Vendor (the terms of which are specifically objected to by SDGE). 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.

7. 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.

8. The individual signing this agreement pledges under penalty of perjury that he/she, if signing on behalf of an entity, has the authority to sign, and act on behalf of the entity.

9. If Vendor files suit against SDGE, Vendor will be liable to pay for SDGE's court costs, lost income, interest, and attorneys' fees if the court deems it appropriate.

10. Vendor must be a US resident with a physical address in the USA.

11. During shipment your items are fully insured by IFS In4sure for the dollar amount stated by SDGE given you follow the shipping instructions provided by SDGE. IFS In4sure provides trusted insurance, in close collaboration with its shipping partner FedEx, through Wexler IJB Insurance Brokers, and underwritten by Lloyds of London.

12. My signature below acknowledges that I have read this entire agreement, understand it, and agree to be fully legally bound by it. Further, I have no questions or objections to anything contained in this agreement.

	X 	
Print Name (Vendor)	Signature	Date

_____	X _____	_____
Print Name (Vendor)	Signature	Date

Vendor(s) certifies under penalty of perjury that: to my knowledge and belief the information on the packing slip is true and complete and I am the owner, or have the authority of the owner, to sell the property, and the items being shipped are not derived from criminal activity. Vendor agrees to the procedures, terms, conditions and all aspects of this agreement.