

## Terms and Conditions

The terms and conditions contained herein shall be binding on every customer of Ice Buys Gold (hereinafter "Company") and shall inure to the benefit of Company, its successors and assigns.

**Requirements for use:** Every customer must be at least twenty-one (21) years of age in order to sell jewelry, precious metals or other items, and must be the legal owner of all property sold or attempted to be sold. Every customer must be acting on his or her own behalf and not as the agent for another person. Company may, but shall not be obligated to, request documentation or other proof of compliance with these requirements. Customer agrees to and will indemnify and hold harmless Company, its owners, agents, successors and assigns, from and against any and all claims, suits, investigations, judgments, liabilities, obligations and damages relating to or arising out of the title to, ownership of or lien on any item sold or arranged to be sold by customer to Company. Under the USA Patriot Act, customer may be asked for information to permit Company to comply with such Act, and customer agrees to provide such information. By shipping goods to Company, the customer is agreeing to all terms and conditions set forth herein.

**Guaranty Against Loss:** Company will guaranty against loss of the total contents of packages properly shipped to Company in accordance with the instructions and procedures established by Company and subject to these terms and conditions. Company, in its exclusive discretion, reserves the right to reject delivery of any package, container, envelope or mail which appears to be opened, damaged or tampered with, and any such items will be returned by the post office to the customer. Company will have no liability to any customer for any such attempted delivery or for the return of such items.

**Limitation of Liability:** This limitation of liability shall be binding on every customer and any third party, including but not limited to customer's successors, assigns, insurance carriers and any other individual or entity asserting any right or claim relating to customer's transaction with Company. Company will have no liability for any item while in transit or otherwise in the possession, custody or under the control of any party other than Company, including without limitation, any common carrier, customs authority or postal or delivery service. Customer bears the risk of loss until Company acknowledges receipt and verification of the contents of customer's item(s). In no event will Company be liable for any damages for the loss or destruction of property in its possession for any reason, including negligence, except as stated herein. In no event will Company be liable to any third party, including without limitation any insurance carrier. Company will not be liable for any subrogation claim brought by the customer's insurance carrier, and customer expressly waives any such claim. Company's liability shall be expressly and specifically limited to the LEAST of the following sums:

1. One-third (1/3) of the appraised value if, and only if, the appraisal submitted by customer was conducted and issued prior to the shipment of the item to Company, or
2. The liquidation value placed on the item by Company in its sole discretion, or
3. One Hundred Dollars (\$100.00)

Customer expressly acknowledges and agrees that if there is no appraisal which was issued prior to the shipment to Company, the liquidation value placed by Company on the item will be conclusive and binding, and in no event will Company's liability exceed One Hundred Dollars (\$100.00). Company 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. By shipping item(s) to Company, customer expressly accepts this limitation of liability.

If customer believes the property being shipped is worth more than \$100.00, Company recommends that customer insure the shipment for the value of customer's choice at customer's expense using any carrier selected by customer.

**Verbal Offers:** Customer may request Company to provide a telephone or email quote for the items received by Company. Verbal offers may, at the discretion of Company, be recorded. Upon a verbal acceptance by customer of the telephone or email offer, payment will be issued by Company within twenty four (24) hours of such acceptance, and the twelve (12) day holding period guaranty referenced below (within which customer may return the check for a return of items) will no longer apply to the transaction.

**Return Insurance Liabilities:** If an item is returned to a customer, Company will insure the item for no more than the amount offered by Company regardless of the amount for which customer insured it when it was sent to Company, unless notified by fax or email by customer prior to return shipment and customer agrees to pay for any extra insurance requested. Company in its sole discretion may choose the method of return shipment, insurance and receipt verification method for each transaction.

**Choice of Law, Waiver and Claims:** The Agreement and transaction shall be governed by the laws of the State of Maryland without regard to its conflict of laws provisions. Failure by Company to exercise or enforce any right or provision of the Agreement will not be deemed to be a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions, and the other provision of the Agreement shall remain in full force and effect. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to services by company must be filed within one (1) year after such claim or cause of action arose, or be forever barred. Any such claim or cause of action must be filed in the State of Maryland. Company shall be entitled to reimbursement for any and all costs (including reasonable attorneys fees) incurred in defending any civil action filed or attempted to be filed in any jurisdiction other than the State of Maryland.

**Return of Items:** If customer wants to cancel the sale due to a change of mind or dissatisfaction with the amount of payment, notice must be sent to Company immediately and must be received by telephone or fax within TWELVE (12) DAYS of the date the check was mailed to customer. If no such notice is given by customer, items will be sent to the refinery. This time limitation cannot be waived. The check must be returned to Company prior to items being returned to customer. Company will not be liable for any loss or damage of any kind if the time limitations are not strictly followed. A shipping and handling charge will apply for items returned to customer.

**Waiting Period for a Claim:** A customer who wishes to submit a claim to Company MUST NOTIFY THE COMPANY IMMEDIATELY TO REQUEST A CLAIM FORM. In order to be processed, the claim form and any necessary attachments must be fully and accurately completed, signed and mailed to Company in accordance with the claim form instructions. The customer must submit any and all supporting documentation with the completed and signed claim form. Failure to properly complete, sign and mail/have delivered the claim for WITH PROOF THAT THE ITEMS WERE DELIVERED TO COMPANY will result in denial of the claim. There is a 30 day waiting period from the time the claim is received by Company for the claim to be processed.