

MID-STATES RECYCLING, INC. - GENERAL TERMS AND CONDITIONS

The following terms and conditions, as well as the additional terms set forth in any other materials referenced herein or on our company website, shall apply to all dealings and transactions between Customer, as herein defined, and Mid-States Recycling, Inc. ("MSR"), and Customer hereby agrees to be bound by all such terms and conditions on each and every dealing or transaction entered into with MSR.

1. Introduction

- 1.1 This document (together with the other items referred to herein) outlines the terms upon which MSR will purchase gold or other precious metals ("Precious Metals") from the Customer.
- 1.2 The Customer should read these terms carefully before the Customer ships Precious Metals or makes arrangements to ship Precious Metals to MSR. By shipping Precious Metals to MSR, or by making arrangements to do so, the Customer agrees that he accepts these terms and that he agrees to abide by all such Terms and Conditions.

2. Definitions

- 2.1 "You" or "Customer" means the person or entity entering into an Agreement with MSR for the purchase and sale of Precious Metals.
- 2.2 "We" or "Company" or "MSR" means Mid-States Recycling, Inc.
- 2.3 "Precious Metals" means the jewelry, gold scrap, or other materials which are the subject of the Agreement for purchase and sale.

3. Warranties By Customer

Customer warrants and represents to MSR that:

- 3.1 Customer, if an individual, is at least eighteen (18) years old; and
- 3.2 Customer is the sole legal and beneficial owner of the Precious Metals, and that such Precious Metals are owned free and clear of any liens, encumbrances, claims, or other adverse rights which may affect its rights to ownership of the Precious Metals or the value of the Precious Metals, and has the legal right and authority to convey good and clear legal title to any recovered Precious Metals to MSR; and
- 3.3 Customer has paid all duties and taxes of any nature or kind for any materials shipped to or otherwise received by MSR.
- 3.4 Customer is acting on its own behalf and not as agent or representative for any other person or entity; and
- 3.5 The Precious Metals or other property herein is not from, or the result of, illegal activity in this or any other country; and
- 3.6 Customer has complied with all anti-terrorism, money laundering, and similar laws and regulations, and any transaction initiated by Customer will not cause MSR to be in violation of any such money laundering, anti-terrorism, or other applicable law of the United States or any other country; and
- 3.7 Customer has complied, or will comply with the requirements of the USA Patriot Act and has completed the Customer Account Data Sheet referred to and found on the Company's Website (www.midstatesrecycling.com).

4. Shipping and Insurance

- 4.1 Customer shall ship all Precious Metals or other materials to MSR in accordance with MSR's shipping terms. Please refer to the Company Website (www.midstatesrecycling.com) for complete shipping information and a packing list.
- 4.2 Customer warrants and represents that no hazardous materials will be or have been included in any shipment.
- 4.3 Customer alone shall bear the risk of loss or damage for all Precious Metals or other materials shipped to MSR until such materials have arrived and are accepted by MSR at its facility.
- 4.4 Customer shall at all times keep the Precious Metals or other materials adequately insured whether through its own insurance company or through the insurance and shipping arranged for Customer by MSR.
- 4.5 Customer is solely responsible for initiating and administering all claims for lost packages, Precious Metals, or other materials.
- 4.6 Customer assumes all responsibility for the proper packaging of all Precious Metals or other materials being shipped to MSR so as to secure the integrity of such materials or contents.
- 4.7 All Precious Metals or other materials shipped to MSR must be accompanied by an advice, packing list, or delivery note listing the Gross, Tare, and Net Weight as well as a description of the contents of the shipment.
- 4.8 Customer shall ensure that, prior to receipt of any shipment, MSR shall have received instructions as to the specific Precious Metals that Customer desires to be analyzed and valued. If a shipment contains Diamonds or other Gemstones, such Diamonds or other Gemstones will be retained or disposed of by MSR unless

Customer specifically clearly marks and directs MSR to return such Diamonds or Gemstones to Customer. However, MSR cannot be responsible for any damage caused in the removal of such gemstones or in the processing or testing of the Precious Metals. MSR may assess a reasonable fee for the return of the gemstones and the costs thereon. Similarly, MSR's obligations to Customer are limited to those Precious Metals for which Customer requested processing, and MSR has the right to retain or dispose of any other Precious Metals received in the manner it deems appropriate.

5. Processing and Pricing

- 5.1 Upon receipt of the Precious Metals from Customer, MSR will process (melt and assay) all or a portion of such product to determine the pure content of such product for pricing. Sampling methods will be determined by MSR unless other mutually agreed arrangements have been previously established with the Customer. Analytical methods utilizing Wet Chemical, Fire Assay, and /or Instrument will be used to determine the actual precious metal content in a sample. MSR will determine which analytical method will provide the highest level of accuracy to achieve the proper results for both parties. It is understood and agreed to by customers utilizing the MSR Express service, providing expedited settlement, a 0.300% deduction to the average XRF reading will be applied.
- 5.2 In the event of relevant weight variations between the actual received weight and the Customer's documented weight, MSR will immediately contact the Customer to determine if there is an explanation for the cause of the difference. In the event that a reasonable explanation cannot be determined, the weight received by MSR will govern, or the Customer may request the immediate return of the material, at their expense. Requests to return material must also be provided in writing by the Customer within 24 hours of identification of the weight difference.
- 5.3 Representation (Witnessing) is welcome by a company representative or a public representative as designated by the Customer, and approved by MSR for the weighing, processing and sampling of their material. Arrangements for representation must be scheduled in advance with MSR for the purpose of vetting as well as planning the melting schedule to accommodate such requests. All representatives will be provided with documentation summarizing all weight and sample information for all melts witnessed.
- 5.4 Unless arranged for in writing in advance, and agreed to by all parties involved, all material processed by MSR is assumed to be immediately released by the Customer for further processing by MSR for recovery of the fine metal contents. It is understood that Customer has no claim to any material that is in process at MSR.
- 5.5 Samples drawn will be assayed to determine the precious metal contents. Where the Customer has used representation, Customer has the option to exercise an Assay Exchange by reporting its Assay results simultaneous with MSR's results. Splitting limits will be set appropriate to the quality and type of material involved. This could also involve applying a dollar value threshold to determine if an exchange is within the pre-determined splitting limits. Settlement will be based on the mean of the two results. If however the two assays exchanged are outside the pre-determined splitting limits, either party has the option to request going to Umpire for a third party analysis. The Customer has the option to select which umpire to use from the list of approved assayers by MSR. After the Umpire has reported their results, the Settlement will be made on the median assay of the three, and the cost of the Umpire will be borne by the party whose result is further from the Umpire's result. In the event that the Umpire's result is the exact mean of the other two results, the costs will be borne equally by both parties.
- 5.6 MSR' payments and charges are determined by the appropriate Refining Schedule for the type of material being processed and/or purchased. Most Refining Schedules are published on MSR's literature or on the company website (www.midstatesrecycling.com). Customized Refining Schedules are available as well. In the event that there are no Refining Schedules previously published or agreed upon in advance with a Customer, MSR will make the final determination of the appropriate Refining Terms.
- 5.7 The following percentages listed below will represent the minimum payable content for all refining lots and material unless otherwise specified:

Gold:	0.10%
Silver:	0.10%
Platinum/Palladium/Rhodium:	0.10%
Copper:	50.00%

MID-STATES RECYCLING, INC. - GENERAL TERMS AND CONDITIONS

- 5.8 Payments to Customers will be made as a "Net" value after the deduction of all treatment, refining, shipping and insurance charges have been deducted, unless other arrangements have been previously agreed upon with Customer.
- 5.9 The Settlement Time quoted on Refining Schedules is understood by all parties to be nothing more than an "outturn forecast" and is not a guaranteed date of completion for pricing and payment. MSR has no liability for any loss of value through market fluctuations or any other cause arising out of late completion by MSR. Early Settlement, if arranged and agreed upon, will be available upon the completion of processing and assaying of the material. The Customer acknowledges and agrees that, in the event of an early settlement, Customer will no longer have any claim, right, title, or ownership in or to the material that remains in the refining process at the time of the early settlement. MSR may charge Customer an interest charge for the dollar value of the settlement. This charge will be calculated at a fair market interest rate for the number of days that payment is made ahead of the normal settlement period for that material type.
- 5.10 Customer shall notify MSR in writing within 10 days after receipt of the Settlement Statement from MSR of any controversy, claim or dispute arising out of any transactions herein. If Customer fails to provide such notice within this 10-day period, Customer shall be forever barred from bringing any claim against MSR for loss or damage of any nature or kind relating to such transactions, claim, or controversy.

6. Hedging

- 6.1 MSR requires that all Customers who desire to price or hedge metal, for the purpose of both purchasing and selling metal, must agree to the following Metal Pricing and Hedging terms.
- 6.2 Customers providing instructions to either sell or purchase metal to/from MSR, whether written or verbal, acknowledge that they have entered into a legal and binding Agreement (Contract) to either make or take delivery of the commodity indicated.
- 6.3 MSR agrees to purchase/sell said commodity to/from Customer at the specified price and quantity agreed upon at the time of the Agreement, whether written or verbal. Customers will normally be provided a Hedge Confirmation either electronically, or by mail upon execution of the Commodity Trade (Contract). However, the lack of an electronic or hard written copy of a Hedge Confirmation does not release either party from their obligation to perform against said commitment.
- 6.4 Customers pricing or hedging metal in advance of shipping are expected to deliver those commodities within 10 days from the contract date of the hedge, unless other arrangements have been agreed to by MSR. It is completely up to the discretion of MSR to determine if a hedge that has not been delivered against is considered "stale". MSR will provide written notification to the Customer that committed to the hedge, such notice designating the final date that delivery against the contracted quantity of the "stale" hedge is to be made, or MSR will reverse the hedge at the current price that day and invoice Customer for the difference in the prices of the contract quantity.
- 6.5 Customer will be expected to submit payment for the invoice within 5 business days of the invoice date. Customer hereby grants to MSR a lien, security interest, and right of set off as security for these or any other liabilities and obligations of Customer to MSR upon all of Customer's accounts or materials in MSR's possession, custody or control. Additionally Customer agrees to reimburse MSR for all fees and costs, including any legal fees incurred. In the collection of these debts.
- 6.6 Customer, or the party signing or initialing this Agreement on behalf of Customer, by initialing in the space set forth at the end of this Section 6, acknowledges: (i) that Customer has read the terms set forth in this Section 6, (ii) that Customer fully understands all obligations as stated herein, and (iii) represents that the signator is authorized to execute this Agreement and legally bind the Customer to the terms of this Agreement.
{Initials: }

7. Miscellaneous

- 7.1 These Terms and Conditions and the rights and obligations of the parties hereunder shall be governed, construed and enforced in accordance with the laws of the state of Illinois, and all parties hereto agree and hereby submit to the exclusive jurisdiction of the laws and courts of Cook County, Illinois.
- 7.2 Customer hereby indemnifies and holds MSR, and its shareholders, officers, directors, agents, and employees harmless from any and all claims or demands made by third parties due to or arising out of any action by Customer in violation of or contrary

to these Terms and Conditions, or any infringement by Customer of any intellectual property or other right of any third party or entity.

- 7.3 MSR may update these Terms and Conditions from time to time and such changes shall become effective from the date upon which they are posted on the Company Website. Therefore the Customer should check these Terms and Conditions each time it intends to enter into a transaction with MSR and each time Customer revisits the Company Website as Customer agrees to be bound by any such changes by its acknowledgement that Customer has read and understands such Terms and Conditions.
- 7.4 A person or entity that is not a party to these Terms and Conditions or the transaction hereunder shall not have any rights under or in connection with it.
- 7.5 No failure or delay by MSR to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 7.6 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 7.7 MSR 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 MSR including, but not limited to, acts of war (whether declared or not), sabotage, terrorism, civil disobedience, failure or delay in transportation, act of government, agency, or subdivision thereof, labor dispute, strike, accident, fire, flood, explosion, acts of God, or shortage of materials.
- 7.8 These Terms and Conditions supersede any prior agreements, terms, conditions, understandings and arrangements between MSR and Customer, and constitute the entire agreement and understanding between MSR and Customer concerning the subject matter hereof.
- 7.9 The rights or obligations of either party hereunder shall not be assigned without the prior written consent of the other. Any third party beneficiaries are prohibited from attempting to enforce these Terms and Conditions against MSR.
- 7.10 Customer agrees that no representations or warranties, whether express or implied, shall be binding upon MSR unless expressed in writing herein. MSR specifically disclaims and Customer acknowledges and accepts that MSR disclaims all warranties, conditions, guarantees and representations of any kind, written or oral, express or implied, including but not limited to any warranties of good and workmanlike performance, merchantability, fitness for a particular purpose, or any warranties arising that relate to MSR's determination of the Precious Metals content or weight of any product received by MSR, to MSR's gemstone removal and recovery services, or any other aspect of Customer's dealings or transactions with MSR.

Acknowledgment and Agreement

Customer, by the signature below of its duly authorized representative, represents that Customer has read, understands, consents to and agrees to be bound by all of the MSR General Terms and Conditions as set forth above.

Customer

Printed Name of Authorized Representative Title

Signature of Authorized Representative Date

Please mail executed form back to Mid-States, or fax back to (847) 298-3910.
Mid-States Recycling, Inc. 1841 Busse Hwy. Des Plaines, IL 60016