

SER USA, Inc. (GLOBAL PRECIOUS METALS “GPM”) – 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 <http://www.globalpm.us>, shall apply to all dealings and transactions between Customer, as herein defined, and SER USA, Inc. DBA GLOBAL PRECIOUS METALS “GPM”, and Customer hereby agrees to be bound by all such terms and conditions on each and every dealing or transaction entered into with GPM.

1. CONTROLLING PROVISIONS

1.1. This Agreement for the Sale and Purchase of Merchandise contains all of the provisions that apply to: (a) your shipment of Merchandise to us; (b) the processes for delivery, evaluation and return of Merchandise, (c) our offer to purchase your Merchandise, if we make an offer, although we have no obligation to do so; (d) your acceptance or rejection of our offer and (e) if You accept our offer, our purchase of Merchandise from You, whether any part of the transaction takes place on our website, in writing or orally. We do not accept any other terms and conditions that You may provide to us in writing or orally along with your offer and our acceptance to buy your Merchandise. Our failure to object to your terms in writing or otherwise shall not constitute our acceptance of them. You must accept all of the provisions of this Agreement without exception in order to effect a Transaction with us. YOU AGREE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT when submitting your Merchandise to us via US Postal Service or overnight carrier, whether or not You sign this Agreement.

2. DEFINITIONS

- 2.1. “You” or “Customer” means the person or entity entering into an Agreement with GPM for the purchase and sale of Precious Metals.
- 2.2. “We” or “Company” or “GPM” means SER USA, Inc. DBA GLOBAL PRECIOUS METALS
- 2.3. “Precious Metals” means the jewelry, gold scrap, or other materials which are the subject of the Agreement for purchase and sale.
- 2.4. “Jewelry” refers to the previously owned gold, platinum or silver jewelry or other precious metals which You submit to GPM.

3. WARRANTIES BY CUSTOMER:

When You use this Web Site, You represent and warrant to GPM as follows:

- 3.1. You are at least eighteen (18) years of age;
- 3.2. In order to process Your Jewelry You must provide Us with a true and correct copy of a government issued form of identification and We expressly reserve the right to delay processing of Your Jewelry until We have received such proof of identification, to Our sole satisfaction. Furthermore, if You fail to provide Us with such required information, fail to respond to any request for additional information or fail to request the return of Your Jewelry within thirty (30) days following such request, such Jewelry may be deemed abandoned. By accepting these Terms and Conditions, You waive any claims against GPM, and agree to indemnify and hold Us harmless from, any and all claims resulting from investigations by any law enforcement authorities.
- 3.3. You have good and marketable title to the Jewelry, free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever. GPM may, but shall not be required to, ask You to provide documentation or other proof of such ownership;
- 3.4. The Jewelry is not from, or the result of, illegal activity in this country or any other country,
- 3.5. Customer has complied with all anti-terrorism, money laundering, and similar laws and regulations, and any transaction initiated by Customer will not cause GPM to be in violation of any such money laundering, anti-terrorism, or other applicable law of the United States or any other country; and
- 3.6. Customer has complied, or will comply with the requirements of the USA Patriot Act.
- 3.7. The Jewelry does not contain any of the following materials or elements: Arsenic, Beryllium, Bismuth, Cadmium, Mercury, Nickel, Lead, Antimony, Selenium, Tin, Tellurium or any other poisonous or deleterious element.

4. LIMITED LIABILITY:

- 4.1. If You wish to insure the Jewelry for more than \$500.00, You may do so at Your own expense. GPM utilizes the services of United Parcel Service (“UPS”). GPM offers free shipping labels to ship the Jewelry through UPS. The tracking applications of UPS will be the sole proof that the Jewelry was shipped to and received by GPM.

- 4.2. If you prove that we breached this agreement or are liable to you under any theory of law or equity, you agree that our sole and exclusive liability to you for any claims or actions arising under or in connection with this agreement, under any legal or equitable theory, shall not exceed the lesser of our offer to you for the merchandise or \$500 per transaction. You agree that we will not be liable for (a) incidental, special, indirect, consequential, or punitive damages, loss of profit, loss of opportunity, or any other speculative damages; (b) claims, demands, or actions for subrogation brought by your insurance carrier, and you expressly and specifically waive any subrogation claims on your behalf as well as on behalf of your insurance carrier.
- 4.3. NO WARRANTIES. We make (a) no warranties, express, statutory or implied to you or any third party and expressly disclaim any warranties of fitness for purpose or merchantability and (b) no representations regarding any recovery from or the content of the merchandise.
- 4.4. Customer agrees that no representations or warranties, whether express or implied, shall be binding upon GPM unless expressed in writing herein. GPM specifically disclaims and Customer acknowledges and accepts that GPM 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 GPM's determination of the Precious Metals content or weight of any product received by GPM, or any other aspect of Customer's dealings or transactions with GPM.

5. SHIPPING AND INSURANCE

- 5.1. Customer shall ship all Precious Metals or other materials to GPM in accordance with GPM's shipping terms. Please refer to the Company Website (<http://www.globalpm.us>) for complete shipping information.
- 5.2. Customer warrants and represents that no hazardous materials will be or have been included in any shipment.
- 5.3. Customer alone shall bear the risk of loss or damage for all Precious Metals or other materials shipped to GPM until such materials have arrived and are accepted by GPM at its facility.
- 5.4. 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 GPM.
- 5.5. Customer is solely responsible for initiating and administrating all claims for lost packages, Precious Metals, or other materials.
- 5.6. Customer assumes all responsibility for the proper packaging of all Precious Metals or other materials being shipped to GPM so as to secure the integrity of such materials or contents.
- 5.7. All Precious Metals or other materials shipped to GPM must be accompanied by an advice and packing list.
- 5.8. SELF-SHIPPING OPTION. You can choose to ship Your Merchandise at your own risk and expense. If You decide not to use the shipping method provided by us, You agree to pay your own costs for all inbound shipping expenses, including insurance for your Merchandise for full value with the shipper, arrange for package tracking, and waive any and all claims against us for any loss or damage to the Merchandise during transit. If You fail to insure your Merchandise under this Self Ship Option, You are solely responsible for the loss or damage of any Merchandise. We have no liability to You for Merchandise that is stolen, lost, missing, destroyed or damaged during shipment and we do not assume any liability.

6. PROCESSING AND PRICING

- 6.1. We reserve the right in our sole discretion to do any of the following: (a) accept all or a portion of the Merchandise and evaluate it; (b) reject all or some of the Merchandise; (c) decide not to make any Offer; (d) make an offer that we, in our sole judgment, deem appropriate. (e) if we reject all or some of the Merchandise or decide not to make any Offer, the rejected Merchandise will be returned to You via UPS at your expense.
- 6.2. Upon receipt of the Precious Metals from Customer, GPM will process all or a portion of such product to determine the pure content of such product for pricing. GPM purchases the Jewelry for processing, melting and/or refining and not for resale.
- 6.3. OFFER. After our Processing of your Merchandise, we will notify You by email, letter or telephone call if we elect to purchase your Merchandise; we generally expect to notify You about an Offer or our decision to decline to provide an offer to You within five (5) Business Days after our acceptance of your Merchandise. If you reject our offer during the Acceptance Period, we expect to return your merchandise to You within 10 Business Days after the end of the Acceptance Period. You must accept

or decline our Offer before the Acceptance Period expires by emailing us or calling us during our Business Hours. If You have not notified us of such rejection within the Acceptance Period, then You will be deemed to have accepted our Offer.

- 6.4. ACCEPTANCE/REJECTION. If You decline our Offer within the Acceptance Period, then we will ship your Merchandise to You at the address You provided in the packing list accompanying your Merchandise. We will return the Merchandise via UPS shipping and insuring your Merchandise for up to the amount we offered. We are not responsible for any claims of loss or damage above the amount we offered for your returned Merchandise.
- 6.5. 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.
- 6.6. Customer shall notify GPM in writing within 10 days after receipt of the offer from GPM 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 GPM for loss or damage of any nature or kind relating to such transactions, claim, or controversy.
- 6.7. METHOD OF PAYMENT. If You have not affirmatively selected one of the payment methods described on our website, You will receive our check in the amount of the Offer by regular US Postal Service. You should select one of the following methods of payments for your Merchandise on the packing list or when You make your electronic submission to us. You can also find Descriptions of these methods on our website.
 - 6.7.1. GLOBAL PRECIOUS METALS Company check sent via Parcel Service ("UPS");
 - 6.7.2. GLOBAL PRECIOUS METALS Company check sent via FedEx® Overnight shipping with the fee deducted from the payment of our purchase Company Check;
 - 6.7.3. Wire Transfer;
 - 6.7.4. If You fail to select a method of payment, then You will receive a company check via UPS.
- 6.8. AMOUNT OF PAYMENT. You may decide to receive the full Offer via the payment method selected or You may decide to donate a part or the full amount of the Offer to a non-profit organization listed on our website (<http://www.globalpm.us>).
 - 6.8.1. If You decide to donate part of the offer, You may select one of the options on the

shipping slip. If You decide to donate part of the Offer you may choose one of the following options: \$10, \$50, \$100 or 10%, 25%, 50%

- 6.9. RESPONSIBILITY FOR KNOWLEDGE OF PAYMENT METHOD. It is your responsibility to understand the terms and conditions of the method of payment that You select in addition to the charges, if any, that your bank or broker may charge. We do not accept any responsibility or liability if You have not given us the correct bank/brokerage account routing and account information.

7. ELECTRONIC SIGNATURE.

- 7.1. For purposes of the transaction, you hereby agree to the use of electronic signatures, receipt of notices by e-mail, use of electronic contracts, and to accept these terms and conditions by electronic means. You also agree that clicking the submit box at the end of GPM's form constitutes your electronic signature.
- 7.2. If You do not accept the terms and conditions of this Agreement, You should not ship any Merchandise to us.

8. MISCELLANEOUS

- 8.1. 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 Florida.
- 8.2. ACCURACY OF RECORDS. You affirm that each of the email address, physical address, and telephone numbers ("Contact Information") You have provided are accurate and complete and agree that You have the sole responsibility to provide us with any current or updated Contact Information. We assume no liability for your failing to provide accurate, complete and current Contact Information to us.
- 8.3. All references to days shall refer to business days. Saturdays, Sundays, and federal legal holidays are not included as business days, and if the expiration of any time frame set forth above falls on a Saturday, Sunday or federal legal holiday, performance will be due on the next business day. All business days will begin at 9:00 a.m. and end at 5:00 p.m. EST on the appropriate day.
- 8.4. Notwithstanding any other provision herein to the contrary, We reserve the right to suspend or enlarge any time frame specified above, and/or request additional documents or information from You, in order to comply with any applicable local, state, or federal law, ordinance, or regulation. Furthermore, any time frame set forth above may

be suspended or extended in Our discretion with or without notice to You.

- 8.5. GPM 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 (<http://www.globalpm.us>). Therefore the Customer should check these Terms and Conditions each time it intends to enter into a transaction with GPM 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.
- 8.6. You agree to indemnify and hold Us, Our officers, managers, governors and employees and Our subsidiaries, affiliates and licensees and their respective officers, agents, partners and employees, harmless from any loss, liability, claim or demand, including attorneys' fees and costs, made by any third party due to or arising out of Your submission of the Jewelry to Us or Your Use of GPM Web Site, and/or due to Your violation of these Terms and Conditions and/or arising from a

breach of these Terms and Conditions and/or any breach of Your representations and warranties set forth above.

- 8.7. You agree that each provision of these Terms and Conditions is intended to be construed to be enforceable to the fullest extent possible. If any provision or part of a provision of these Terms and Conditions is held to be unlawful, void, or unenforceable, that provision or part of the provision shall be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of any remaining provisions.

9. CONTACT INFORMATION

- 9.1. If you have any questions regarding our terms and conditions, please contact us at:
SER USA, Inc.
10796 Pines Boulevard, Suite 204 A
Pembroke Pines, FL 33026
Phone: 305 674 9609
Email: contact@globalpm.us
<http://www.globalpm.us>

By clicking Submit on the GPM Transaction form or by submitting Your Merchandise to us, You agree to all of the terms and conditions set forth in this Agreement without any modification by You.