

Terms and Conditions

The terms and conditions below are legally binding on you as a customer of **GoldPurchasers.com (GPC)** and inure to the benefit of GoldPurchasers.com and its successors and assigns.

Requirements For Use

You must be at least eighteen (18) years of age to send **GPC** your gold, jewelry or other property or to otherwise conduct business with **GPC**. In addition, you must be (and by sending property to **GPC**, you represent and warrant that you are) the actual legal owner of any and all gold, jewelry and other property sold or attempted to be sold to **GPC** and acting on your own behalf and not as the agent or representative of another person. **GPC** may request documentation or other proof of compliance with these requirements.

Guaranty Against Loss / Limitations of Liability

If there is a loss of the contents that you properly shipped to **GPC** in accordance with the instructions and procedures set forth on the **GPC** web site, **GPC** will guaranty you against such loss subject to these terms and conditions.

GPC's liability under such loss guaranty or otherwise will be limited to one-third (1/3) of the value of the lost contents or One Hundred (\$100.00) Dollars, whichever is less.

If you believe your gold, jewelry or other property is worth more than \$100.00, we recommend that you insure your shipment for more at your own expense using any carrier you choose.

In addition, if you do not provide **GPC** with an original sales slip or appraisal (issued prior to the shipment to **GPC**) for the lost contents, the value of your contents will be liquidation value, and **GPC's** liability will be limited to Thirty-Three (\$33.00) Dollars. If you provide an original sales slip or such appraisal, the value of your contents will be based on such sales slip or appraisal, and **GPC's** liability will be limited to One Hundred (\$100.00) Dollars.

You expressly acknowledge and agree that if you do not provide a sales slip or appraisal that was issued prior to the contents being submitted to **GPC**, **GPC's** determination of value shall be conclusive and binding.

Without limiting the foregoing, this guaranty will apply only to property shipped in the packaging supplied by **GPC**. **GPC** reserves the right, in its sole discretion, to reject delivery of any mail, envelope or package that appears damaged, opened or tampered with, and any such rejected mail, envelope or package will be returned to you via U.S. Mail. **GPC** will have no liability to you for any such attempted delivery or return of any such items.

Except as expressly provided in these terms and conditions, GPC will have no liability to you whatsoever, whether arising in connection with your use of the GoldPurchaser.com™ Web site, loss of gold, jewelry or other property or for any other reason, including, without limitation, GPC's own acts or omissions. In no event will GPC's liability to you exceed One-Hundred Dollars (\$100.00). GPC will not be liable to you for any damages, including but not limited to, incidental, consequential, punitive, loss of profit or opportunity, other than as expressly set forth in these terms and conditions.

Claims Procedures

In order to receive a loss guaranty payment or other remuneration from **GPC**, you must submit a claim to **GPC** on the claim form provided by **GPC**. Such forms are available on request. You may submit a claim form any time after at least sixty (60) days after the date of mailing. **GPC** will not accept or process your claim form unless it is fully and accurately completed, signed and delivered to **GPC** in accordance with the instructions on the claim form. You must submit all supporting documentation with the completed and signed claim form. Failure to comply with these requirements will constitute a waiver by you, and result in the denial by **GPC** of, your claim.

Binding Effect

These terms and conditions, including, without limitation, the limitations of liability, will be binding on you and all third parties, including, but not limited to, your successors, assigns, insurance carriers and any other individual or entity asserting any right or claim relating to your transaction with **GPC**. In no event will **GPC** be liable to any third party, including any insurance carrier. **GPC** will not be liable for any subrogation claim brought by your insurance carrier, and, by submitting any property to **GPC**, you expressly and specifically waive any such subrogation claim on your behalf as well as on the behalf of your insurance carrier.

Oral Offers

You may request **GPC** to provide a telephone or e-mail quote for your items after such items have arrived at **GPC's** processing facility. Such offers may, at the discretion of **GPC**, be recorded. Upon your acceptance, oral or written, of such quote, you will be legally bound by such transaction, payment will be issued by **GPC** within twenty four (24) hours and you will not have the opportunity to return your check and receive your items back from **GPC**.

Return Insurance Liability Limitation

GPC will insure any item returned to you with a value, as determined by **GPC** in its sole discretion, of \$15.00 or more at the amount of two (2) times such value (regardless of whether and in what amount it was insured for when mailed by you). **GPC** will not insure any item with a value of less than \$15.00. **GPC** will, in its sole discretion, choose the return carrier, insurance and receipt verification method for each transaction. Except for such insurance obligation, **GPC** will have no liability whatsoever in connection with the return of any item to you.

Choice of Law, Waiver, and Claims

These terms and conditions, and all transactions, will be governed by the laws of the State of Michigan without regard to its conflict of law provisions. **GPC**'s failure to exercise or enforce any right or provision of these terms and conditions will not be deemed to be a waiver of such right or provision. If any of these terms and conditions 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 as reflected in the provision, and the other terms and conditions will remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use or otherwise with **GPC** 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 Michigan. **GPC** will be entitled to reimbursement for any and all costs incurred by it in defending any civil action filed or attempted to be filed in any jurisdiction outside of the State of Michigan, including but not limited to, attorney's fees incurred by **GPC**.

The GoldPurchasers.com Guarantee On Scrap Gold Jewelry

If for any reason you do not wish to cash the check we send you, and would like your items back, simply return the check so that it arrives at the Post Office Box indicated on the top left portion of the check within ten (10) days of the date on the check . If you are concerned that your returned check will not arrive back to us in time, please call 1-989-631-3160 to speak to one of our customer service representatives and to give us notice so that we may pull your goods in advance of receiving your check. After receiving your check, **GPC** will return your items within 10 business days. **GPC** will do so without any charge to you. The shipment back to you is guaranteed* against loss.

Non-gold items sent to **GPC** will be returned to you at a fee of \$15 upon receipt of your check and request.