



# PRECIOUS METALS SHIPPING and ACCOUNT AGREEMENT

Client Name: \_\_\_\_\_ Email : \_\_\_\_\_

Client Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

**Permission for Phone Calls:**  
As evidenced by signing my initials below (and by my signature on page 4), I hereby authorize American Bullion to telephone me at any of the number(s) provided above, regardless of whether or not my telephone number(s) appears on the "NATIONAL DO NOT CALL REGISTRY".

Initial Here: \_\_\_\_\_

Unless otherwise provided in Section 14(ii) below, you (Client) and American Bullion, Inc. (American) each agree that the terms of this Agreement shall govern all transactions (including possible future transactions) between the parties hereto that involve Precious Metals (as defined in Section 1 below).

1. Payment for Items Purchased. Within one (1) business day of Client's placement of any order with American for Precious Metals, Client must deliver funds ("Purchase Funds") adequate to cover all such items purchased. Purchase Funds may be delivered to American by wire transfer, personal check or cashiers' check. All payments should be made payable to American Bullion. If Client fails to provide the Purchase Funds within three (3) business days of Client's placement of the order, American may exercise the rights set forth in Section 3 below. Please note that all sales under this agreement are final, which means that any purchased items cannot be exchanged or returned for a refund except to the limited extent permitted under American's Refund Policy set forth in Section 11 below. The term "Precious Metals" as used in this Agreement means any precious metal, in any form, that is the subject of a transaction between American and Client, and shall include, but is not limited to, bullion bars and coins, semi-Numismatic coins and bars, and Numismatic coins and bars. The term "business day" shall mean a day other than a Saturday or Sunday or a day on which banks in the State of California are authorized or required by law to close.

2. Delivery of Items Purchased; Lost or Undelivered Orders. American shall deliver the Precious Metals specified in, and purchased by, Client's order to a suitable delivery service for delivery to Client after American verifies that the Purchase Funds provided have been processed and cleared. For payments by personal check, it may take up to ten (10) business days to so verify the Purchase Funds. Unless otherwise specified in writing at the time of Client's order, American shall cause all items of Precious Metals so purchased and paid for to be delivered to Client's address as set forth above. American alone shall determine the appropriate means of delivery to Client of Precious Metals purchased, but American shall only use reputable, nationally recognized delivery services to deliver its Precious Metals. If any items ordered by Client are lost prior to delivery or not received by Client, then Client must immediately notify American, in writing. Notice of any such alleged lost or non-delivered items should be sent to: American Bullion, Inc., Attention: Client Service, 12301 Wilshire Blvd. Ste 650 Los Angeles, CA 90025. If American verifies through its delivery service that Client's Precious Metal items were lost prior to delivery or never delivered, American shall, within sixty (60) days of such verification, in its sole discretion, either refund to Client the full purchase price for such lost or undelivered Precious Metal items or replace such items with other Precious Metals of the same denomination/type and grade. American assumes no responsibility for any order of Precious Metals that are lost after delivery to Client. American assumes no risk of loss for any Precious Metal items purchased from a Client until such items are delivered to, and accepted by, an authorized representative of American.

3. Client's Failure to Perform and IRA Processing Fee. If Client refuses to accept delivery of Precious Metal items ordered or fails to make payment when due as provided in this Agreement, American in its sole discretion, may cancel the transaction and resell such Precious Metal item on a wholesale basis. If the proceeds from such resale are less than the purchase price Client agreed to pay under this Agreement, American shall be entitled to recover from Client the difference between the resale price and such purchase price, plus any incidental damages arising from or due to such breach by Client. If the proceeds from such resale are more than such purchase price with Client, American shall be entitled to keep the excess amount as liquidated damages given that the amount of actual damages under such circumstances would be too speculative to calculate. American will charge a Gold IRA Rollover processing fee if Client either cancels or does not place metals order with American after the account is established. The fee is \$130 or 0.25% of transferred funds, whichever is greater. This fee is to cover costs of services rendered and will be deducted from the funds received from the custodian on Client's behalf.

4. Client Assumes Investment Risk; Investment Decisions. Account Executives; Related Matters. Client acknowledges and agrees that Client assumes the risk of all investment decisions regarding all Precious Metals he purchased from American and American makes no guarantee or representation regarding Client's ability to profit from any purchase or any representation regarding any tax implications of any purchase and the decision to purchase or sell Precious Metals. Any purchases from American are made subject to Client's own prudence, judgment and ultimate decision. Client agrees to hold American harmless for the performance of his/her purchase. And client understands that past performance cannot be an indicative of future results. American does not provide tax, investment, or legal advice or advisory services, and no one associated with American is authorized to provide any such advice or services. Any written or oral statements by American, its officers, agents, account executives, or other representatives relating to future events or the attributes of certain Precious Metals are opinions only. Such statements, if any, are not representations of fact. Client also acknowledges that the spot prices of precious metals do not necessarily move in tandem with the products he/she purchases. Meaning the spot price and their products' liquidation value may perform different from one another. Further, American's account executives are not licensed brokers and their knowledge of Precious Metals and the Precious Metals marketplace may vary significantly, and such executives' earnings are based on the amount of sales they may generate.

5. Holding Period; Outside Factors and Past Performance; Suggested Financial Limits. Precious Metals should be considered a long-term investment. In American's opinion, Client should be prepared to hold any Precious Metals purchased for at least a three to five year period, and preferably five to ten years, to maximize the potential for gains. Client should only invest capital that can be held for at least this estimated period of time. An investment in Precious Metals also carries capital risk. Client acknowledges that it is aware that American makes no guarantee or representation that Client will make a profit (or even avoid a loss of its capital invested) at the expiration of this or any other periods of time.

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Further, the success of an investment in Precious Metals is dependent, in part, upon outside economic forces including but not limited to supply, demand, international monetary conditions, and inflation or the expectation of inflation. The impact of these forces on the values of Precious Metals, in general or for any particular Precious Metal, cannot be predicted. Client further acknowledges that the Precious Metals market can be volatile and that Precious Metal prices may rise or fall over time. Client further acknowledges that past performance is no guarantee of future performance.

6. Investments by IRAs. American makes no representations regarding the tax consequences of holding Precious Metals as an investment in an Individual retirement account ("IRA"). Client expressly acknowledges that Client has been advised to seek independent tax advice, from a qualified professional, regarding the tax consequences of such an investment. Further, please note that holding Precious Metals as an investment in an IRA will result in additional fees charged by third parties, not American, such as depository and custodial fees that would be charged directly to the Client by such third parties.

7. Purchase Price:

(i) Precious Metals Sales. The selling price of the Precious Metals in a transaction will include American's operating margin on the transaction. The operating margin is the difference between American's approximate acquiring cost of the Precious Metals and the price Client pays. The operating margin may be subject to negotiation and may be more or less than the operating margin quoted to others in similar transactions on the same day or other trading days, or charged to the Client in prior or future transactions, due to various conditions in the precious metals markets. American's operating margin quoted to the Client for most common bullion products (American Eagle, Canadian Maple Leaf, bars, etc...) is typically four percent (4%) for cash, and seven percent (7%) for IRA purchases. This may vary by the quantity, availability and the market timing in a transaction of the precious metals. Operating margin on coins with semi-numismatic or numismatic value and rare coins (Saint Gaudens, Morgan Dollars, all other graded coins etc...) is usually twenty percent (20%) and for Proof products is twenty-three percent (23%). This also varies depending on the type, rarity and quality of the precious metal. These are approximate numbers, and represent a general range of a typical transaction. The actual operating margin on any particular transaction can be any amount mostly within, but also could be outside this range. It is Client's responsibility to verify the operating margin with their account executives before their orders are placed. Client will agree and authorize all purchases verbally and/or in writing. Authorizations include but not limited to, item, sale price and quantity. The approximate cost and the buyback price for a product may be different from each other depending on market conditions and American's inventory. A Shipping and Insurance fee will be charged for each order shipped.

(ii) Client Quotes. You may request that American provide a quote on your holdings at any time. If you request such a quote, however, please specify whether you are looking to purchase additional Precious Metals or sell your existing holdings – as American's "bid" (buy from a client) and "ask" (sell to a client) quotes will vary. American bases its quotes on a variety of factors, which are not necessarily tied or related to the prices quoted by, or factors considered by, its competitors.

(iii) Classification of Precious Metals. Whether or not a Precious Metal item is classified by American as Bullion, semi-Numismatic or Numismatic may depend upon a number of factors, objective and subjective, that may include the age of the Precious Metal item, its condition, its rarity and the possibility of additional copies being minted or discovered, the "notoriety" of the item in light of historical events or prior owners, its country of origin, and various other factors that American believes may be relevant. So, please note that American's classification of Precious Metals is only an opinion and may change over time (e.g. if additional quantities of the item are discovered). In addition, in light of the inherent subjective nature of this classification process, other dealers or investors may classify the same Precious Metal item differently. American's prices and spreads (as previously described) are based on its classification determination.

8. Grading of Precious Metals. American may purchase Precious Metals for resale to its clients. American will rely upon the opinions of independent grading services such as Numismatic Guaranty Corporation of America, ANACS and/or the Professional Coin Grading Service, Inc. American does not guarantee that the coins it sells will achieve the same grades from any independent grading service in the future, especially since grading is a subjective process and it is not uncommon for grading services, or individual examiners within the same grading service, to reach different conclusions regarding the appropriate grade for a particular Precious Metal item, and grading standards can evolve over time.

9. Repurchases Not Guaranteed. American is prohibited under the law from guaranteeing to repurchase Precious Metal items that American sells, and American does not guarantee that it will repurchase any Precious Metal item that Client may purchase. Please note, however, that as of the date of the transmission of this Agreement, American has never refused the opportunity to repurchase Precious Metal items that a client purchased from American. If you wish to sell your Precious Metals in the future, we encourage you to first offer them to American. Should we make an offer to repurchase our Precious Metals, it is our current practice, which is subject to change at our sole discretion, to offer to repurchase Precious Metals that we commonly sell at the highest current wholesale price for such Precious Metals. Further, our repurchase offer may be raised or lowered on a daily, even hourly or more basis, depending upon various market conditions, inventory needs, and the price and availability of comparable Precious Metals. American does not guarantee that any repurchase offer we may make will equal the price that American would pay to acquire the same denomination/type and grade of Precious Metal from a wholesaler or other seller, or that any offer made will be higher or equal to what someone else might offer for the same Precious Metals.

10. American's Limited Representation/Warranty. American represents and warrants that, upon the delivery of Purchase Funds as provided herein and subject to the other terms and restrictions set forth in this Agreement, American will cause to be delivered to Client the denomination/type and grade of Precious Metals specified in Client's order, as classified and/or graded by one of the following independent grading services: Numismatic Guaranty Corporation of America, ANACS and/or the Professional Coin Grading Service, Inc., or any other independent grading service of similar standing. The only representation and warranty that American provides, and Client may rely upon in purchasing Precious Metals from or selling Precious Metals to American, is the representation previously set forth in this Section 10. Neither American, nor any of its officers, agents, employees, account executives, or other representatives is authorized to make any other representations or warranties concerning any Precious Metals that American is selling or purchasing under this Agreement.

11. American's Refund Policy.

(i). Semi-Numismatic or Numismatic Coins or Bars. Client agrees to carefully inspect each delivery of Precious Metal items it orders from American. If Client is dissatisfied with the quality of a semi-Numismatic or Numismatic coin or bar purchased from American for any reason, Client should immediately notify American in writing of such dissatisfaction.

If Client notifies American in writing of its dissatisfaction within fifteen (15) days of delivery of the semi-Numismatic or Numismatic coin or bar and further, provided, that the returned semi-Numismatic or Numismatic coin or bar has not been removed from its original holder and is returned to American in the same condition as when it was shipped by American, then under those circumstances, American shall, in its sole discretion, either (x) replace the semi-Numismatic or Numismatic coin or bar in question with any other semi-Numismatic or Numismatic coin or bar of equal or greater value or (y) return Client's Purchase Funds and void that particular transaction. If a transaction is voided, the customer will be charged the industry standard of 3% restocking fee for restocking, insurance and handling.

(ii) Counterfeit Coin. American shall not be obliged to accept returns of any coin or coins it has sold hereunder for refund other than counterfeit coin or coins that are returned to American in their original holders within one year of purchase. Please note that in the case of counterfeit coin or coins, American's liability to Client shall be limited to, at American's sole discretion, either the (x) replacement of the counterfeit coin or coins in question or (y) return of Client's Purchase Funds and voiding of that particular transaction. Please further note that American hereby expressly disclaims any further liability to Client, including any liability for special or consequential damages or lost profits as a result of counterfeit coin or coins. Moreover, American will not be liable in any event for a replacement or refund of the Client's Purchase Funds for any coin or coins purchased by Client if more than one year has passed since the date of its original purchase regardless of when Client became aware of the possible claim.

(iii) Bullion. All bullion transactions are final unless the purchased bullion item is proven to be false by a competent authority accepted as such by both American and Client.

12. Disclaimer of Express and Implied Warranties. EXCEPT AS SET FORTH IN SECTION 11(i), THE PRECIOUS METALS SOLD BY AMERICAN PURSUANT TO THIS AGREEMENT ARE SOLD ON AN "AS IS" BASIS AND AMERICAN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.

13. No Liability for Consequential Damages; Limitation of Liability. AMERICAN SHALL NOT IN ANY EVENT HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY, OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR ARISING FROM OR RELATED TO ANY TRANSACTION COVERED BY THIS AGREEMENT, EVEN IF AMERICAN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, AMERICAN'S LIABILITY TO CLIENT FOR ANY REASON AND UPON ANY CLAIMS SHALL AT ALL TIMES BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT FOR THE PRECIOUS METALS IN DISPUTE.

14. Miscellaneous.

(i) Governing Law; Jurisdiction and Venue; Class Actions Claim. This Agreement shall be governed in all respects by the internal laws of the State of California as such laws are applied to agreements between California residents entered into and performed entirely in California, without regard to its conflict of law principals. Client acknowledges that American has its principal place of business in California and Client acknowledges and agrees that it is transacting business in the State of California. Jurisdiction and venue for any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between American and Client, shall be in Los Angeles, California, and any party making a claim against American in whatever form hereby submits to a personal jurisdiction in that forum for any and all purposes. However, if a class or purported class action is brought by or against American in connection with this Agreement or otherwise, the claim of each putative or actual class member shall be governed by the internal, substantive law of that putative or actual class member's state of domicile. (The inclusion of this provision is not an admission by American that any claim can be brought or maintained as a class action.)

(ii) Entire Agreement; Amendments by American. This Agreement constitutes the entire agreement and understanding between American and Client with respect to the matters set forth herein, and supersedes and replaces any prior or contemporaneous agreements and understandings, whether oral or written, between and among them with respect to such matters. Client shall not rely upon any statement made by or on behalf of American that is inconsistent with this Agreement. The provisions of this Agreement may be amended, modified, or waived only as provided for herein. A written waiver provided pursuant to this section shall be effective only in the specific instances and for the specific purpose for which given. No failure or delay on the part of American in the exercise of any right, power, or privilege hereunder shall operate as a waiver of any such right, power, or privilege or shall any such failure or delay preclude any other or further exercise thereof. Client hereby further agrees that American may amend this Agreement at any time, and from time to time; that American may give notice to Client of any amendment by mailing as provided in Section 14(iii) a copy of the amended Agreement, and that following such mailing, this Agreement as so amended shall govern any succeeding transactions between Client and American.

(iii) Notices. Any notice required or permitted to be given by this Agreement shall be deemed to be given when personally delivered to the recipient thereof, when mailed by certified first class mail, return receipt requested, postage prepaid, or delivered by Federal Express or other reputable delivery service (e.g., UPS, etc.) to the appropriate recipient thereof, at the recipient's respective address set forth in this Agreement, or at any other address which a party may hereafter designate by written notice to the other party.

(iv) Severability. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in full force and effect.

(v) Arbitrations; Time Limit: CUSTOMER UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT CUSTOMER IS AGREEING FOR HIMSELF/HERSELF, AND FOR CUSTOMER'S SUCCESSORS, ASSIGNS, HEIRS AND/OR ANY PARTY ACTING ON CUSTOMER'S BEHALF, THAT ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, OR ANY OTHER DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF ANY INTERACTION BETWEEN AMERICAN AND CUSTOMER, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL AND SHALL BE DETERMINED BY ARBITRATION IN LOS ANGELES, CALIFORNIA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES PURSUANT TO ITS

COMPREHENSIVE ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY IS MORE THAN \$250,000) OR ITS STREAMLINED ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY IS LESS THAN OR EQUAL TO \$250,000). IF THE ARBITRATION IS A CLASS ARBITRATION, THE AGGREGATE AMOUNT, OF THE PURPORTED CLAIMS OF ALL PUTATIVE CLASS MEMBERS, SHALL BE USED TO DETERMINE WHICH RULES APPLY. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD COMPENSATORY DAMAGES TO THE PREVAILING PARTY, BUT THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO AWARD PUNITIVE DAMAGES, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR SPECULATIVE DAMAGES TO EITHER PARTY.

IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

(vi) Force Majeure. American shall not be liable for any loss caused directly or indirectly by any exchange or market ruling, government restriction, any "force majeure" event (e.g. Acts of God, fire, war, terrorism, earthquake, flood, embargo, sabotage, explosion, bank failure, insurrections or civil commotions, riots, general internet or wireless communication or power failure, failure and/or error in or of American's internal computer systems, labor shortage or dispute, or governmental act), or any other cause beyond the reasonable control of American.

(vii) Descriptive Headings. The headings used in this Agreements are descriptive only and for the convenience of identifying the provisions hereof, and are not determinative of the meaning or effect of any of the provisions of this Agreement.

(viii) Counterparts. This Agreement may be executed in counterparts, and each counterpart of this Agreement executed by one or more of the parties hereto shall be deemed an original of this Agreement, and it shall not be necessary in proving this Agreement to produce or account for more than one such counterpart. This Agreement and any agreements appended hereto or executed in connection with this Agreement may be signed and transmitted by facsimile, and any copy with a facsimile signature will be deemed a valid signature hereto or thereto and shall be deemed binding on the parties as if it were an original signature.

(ix) No Construction Against Draftsman. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement or any portion thereof to be drafted.

(x) Terminology. As used in this Agreement: (a) words of any gender shall mean and include as necessary corresponding neuter words or words of the masculine or feminine gender and (b) words in the singular shall mean and include as necessary the plural and vice versa.

**AS EVIDENCED BY MY SIGNATURE BELOW, I HEREBY ACKNOWLEDGE THAT I READ, UNDERSTOOD AND HEREBY AGREE TO ALL OF THE TERMS SET FORTH IN THIS AGREEMENT.**

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BANK WIRE INSTRUCTIONS**

**BANK : Wells Fargo, 2444 Wilshire Blvd. Santa Monica, CA 90403**  
**ABA NUMBER : 121000248**  
**ACCOUNT NUMBER : 3829905946 - American Bullion, Inc.**

**If sending check, please make it payable to American Bullion, Inc.**

**Ownership and Limitations on Use of Website and Materials**

The sole owner of the American Bullion Precious Metals Shipping and Account Agreement documents (collectively, the "Account Documents") as well as the website ([www.americanbullion.com](http://www.americanbullion.com)), its related sister sites (such websites, collectively, the "website"), and all their contents is American Bullion, Inc. The contents of the Account Documents and/or website includes, without limitation, the text, graphics, images, logos, button icons, and audio and visual materials contained or set forth therein.

Accordingly, you are only authorized to visit, view and to retain a single copy of pages of the Account Documents or the website solely for your own individual personal, noncommercial use, and you shall not duplicate, download, copy, publish, modify or otherwise distribute or exploit any of the Account Documents or any material on the website for any purpose other than for your own individual, noncommercial use unless otherwise specifically authorized by us. Further, you may not "frame" or "mirror" (such as through the use of any html code) any content from the website onto any other website.

All Terms and Conditions in this agreement are subject to change without notice.