

# ARGEN PRECIOUS SCRAP REFINING FORM



## Complete in 3 Easy Steps

Please complete this form in its entirety and return the top copy to Argen with your scrap materials. Argen does not accept hazardous materials, amalgam or liquids. All shipping and insurance is covered by Argen.

### 1 Refine Coming From:

Your Name: \_\_\_\_\_ Your Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Preferred Contact: \_\_\_\_\_ Alternate Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Dental Dealer: \_\_\_\_\_ Dealer Account #: \_\_\_\_\_ Dealer Rep: \_\_\_\_\_

New Argen Account Argen Account #: \_\_\_\_\_ Argen Rep: \_\_\_\_\_

Do not combine. Materials may be combined in one settlement unless otherwise indicated.

Doctor Signature (required)\*: \_\_\_\_\_

### 2 Method of Payment - Select One:

Check: Payable to: \_\_\_\_\_

ACH: ABA (Routing #): \_\_\_\_\_ Account #: \_\_\_\_\_

Gold Coins:  American Eagle  Canadian Maple Leaf

Mailing Address: \_\_\_\_\_

**Select One:**  Finalize my settlement, no verification call needed.

I would like to authorize settlement amount prior to receiving payment.

\*Settlements under \$1500 are auto-settled after 2 call attempts.

### 3



Call FedEx for Pickup: 1-800-463-3339.

Tracking #: \_\_\_\_\_

\*Your signature indicates that the Company named above has delivered metal to The Argen Corporation for refining and authorizes The Argen Corporation to pay the refining settlement as indication above. Please see Terms & Conditions on reverse side of the Customer Copy for all terms, including a complete schedule of accountability and fees.

The Argen Corporation • 5855 Oberlin Drive • San Diego, CA 92121 • (866) 853-0774 • [dentistrefining.com](http://dentistrefining.com)

TOP COPY: RETURN TO ARGEN WITH SCRAP MIDDLE COPY: KEEP FOR YOUR RECORDS BOTTOM COPY: SALES REP

# ARGEN REFINING GENERAL TERMS AND CONDITIONS

- GENERAL:** These terms and conditions and the applicable online rates, Argen General Terms and Conditions, the Argen Scrap Refining Settlement Record, and any other written document provided by The Argen Corporation setting forth the scope of refining to be conducted constitute the entire agreement (collectively, the "Agreement") between The Argen Corporation (the "Company") and the customer ("Customer") (Company and Customer may hereinafter be referred to individually as "Party" or collectively as "Parties"), and shall apply to all material listed below in Paragraph 6 received by the Company from the Customer for purposes of assay and refining, including all Material Types listed below ("Material"). No modifications or additional terms or conditions shall apply unless they are in writing and signed by both Parties. For the purpose of venue and jurisdiction, this Agreement shall be deemed made and entered into in San Diego, California.
- TITLE TO MATERIAL:** Title to the Material shall pass to and vest in to the Company at the time that the Customer accepts the settlement amount and/or payment is sent from the Company to the Customer.
- CUSTOMER REPRESENTATIONS AND WARRANTIES:** The Customer warrants (A) that it owns all right, title, and interest in and to the Material free of all liens and third party claims; (B) that the Material is not "hazardous waste" as defined by state and federal law and does not contain hazardous, toxic, carcinogenic, or other deleterious materials under the Occupational Safety and Health Act (OSHA) or other applicable laws; and (C) the Material shipping package(s) are properly sealed. THE COMPANY DOES NOT ASSUME ANY RESPONSIBILITY FOR UNSEALED SHIPMENTS.
- INDEMNIFICATION:** The Customer shall indemnify, defend and hold Company harmless from any and all claims, suits, penalties, fines, losses, liabilities, damages and judgments in connection with the Material or any breach of the representations and warranties of this Agreement, and any claim by third parties involving any right, title or interest in or to the Material, including the costs of suit and reasonable attorneys' fees and expenses.
- SHIPPING & INSURANCE:** The Company will be responsible for the transportation charge and insurance of the package only under the following conditions: (A) The carrier is FedEx and the Company's (Argen's) FedEx account is used; (B) The Company (Argen in San Diego, CA USA) is the recipient; (C) The Customer has retained a copy of the FedEx Shipper Receipt Number; (D) The Customer has retained a copy of the Scrap Material Return Form with the Material Type(s) fields completed; and (E) the package has been entered into the FedEx computer system by a FedEx employee. The value of the insurance will be determined by multiplying the weight of each Material Type by the average value of similar material type paid out within the last 30 days of the date of shipment.
- MATERIAL TYPES:** The Company reserves the right to combine the following Materials (collectively, the "Material Types") received per shipment, unless otherwise specified in writing by the Customer: (A) Dental Lab Material - Dental Ingots, Buttons, Solder, Wire, Shot, Flash, Sprues, Gold Foil, Mixed Platinum Foil, Mixed Palladium Foil, Grindings, Dust, Paper Vacuum Bags (bags that contain Aluminum Oxide see Dental Aluminum Oxide), Remakes of Dental Crowns, Bridges, Partials. Dental Lab Material is received from Dental Laboratories. (B) Dental Foils - Clean Palladium foil, Clean Platinum foil; (C) Dental Lab Sweeps - Fiber Vacuum Bags, Clothes, Rags, Carpets (rubber-backed carpets will require extra processing time), Metal Vacuum Filters, Dental Aluminum Oxide; (D) Dental Ware - Extracted Crowns, Bridges, Partials specifically received from Dental Practices; (E) Jewelry - Jewelry, Rings, Necklaces, Bracelets, Charms, Watches, etc. Unless otherwise specified, Jewelry will be combined with other Material Types received. If specified to process separately, a minimum fee will be applied; (F) Silver Material - Silver jewelry, cutlery, silver plated material, etc.; (G) Dental Aluminum Oxide - Aluminum oxide material received from dental laboratories; (H) Coins - gold, platinum, palladium, and silver coins; (I) Other Material - other material not defined by above Material Types.
- RIGHT TO REJECT MATERIAL:** The Company reserves the right to reject some or all of the Material for any reason whatsoever, including, without limitation, if it deems the Material to be dangerous, magnetic, or of insufficient value to warrant acceptance.
- RECEIVED WEIGHT:** Received Weight is the weight of the material to be assayed after removal of containers, bags, and any other packaging.
- PROCESSED WEIGHT:** Processed Weight is the remaining metal content of the Material after incinerating to burn away non-metal components.
- ASSAY PERCENTAGE:** The Assay Percentage of the Material is the percentage of each precious metal found to be contained in the Processed Weight.
- ACCOUNTABILITY RATE:** The applicable Accountability Rate for the Material shall be published on your account. The then-current Accountability Rates may be found by logging in to your account at [www.argen.com/refining/rates](http://www.argen.com/refining/rates) (or can be obtained by calling the Company at 800-255-5524).
- PAYABLE QUANTITY:** The Payable Quantity of the Material is the Processed Weight (in DW) multiplied by the Assay Percentage, multiplied by the Accountability Rate for each of Gold, Platinum, Palladium and Silver. The Company will not pay for any other metals contained in the material.
- PRECIOUS METAL VALUE:** The Precious Metal Value of the Material for gold, platinum, and palladium shall be determined by multiplying the Payable Quantity for these metals by the second London Fix for these metals on the Pricing Date, and the Precious Metal Value for silver shall be determined by multiplying the Payable Quantity of the silver by the London Fix for silver on the Pricing Date.
- REFINING PROCESS FEE:** For all Material Types received, the applicable refining process fee ("Refining Process Fee") shall be the rate published on your account (at [www.argen.com/refining/rates](http://www.argen.com/refining/rates)), or can be obtained by calling the Company at 800-255-5524 multiplied by the subtotal of Precious Metal Value. The Company reserves the right to charge a minimum Refining Process Fee of \$75.00 per lot. Any materials with a Precious Metal Value Subtotal of less than \$75.00 will be negated by the Refining Process Fee and no payment shall be due to the Customer.
- TREATMENT FEES (all prices in USD):** Additional Treatment Fees will be applied to the following Material Types: (A) Dental Lab Sweeps will incur a Treatment Fee of \$0.25 per avdp. ounce of the gross Received Weight; (B) Dental Aluminum Oxide and Dental Carpets will incur a Treatment Fee of \$10.00 per pound of the gross Received Weight; (C) Other Materials may incur an additional treatment based on the type of material received.
- SETTLEMENT AMOUNT:** Settlement amount is equal to the Precious Metal Value less the Refining Process Fee and any Treatment Fees.
- SETTLEMENT DATE:** Unless the Company notifies the Customer otherwise the settlement date for all Materials shall be after the Company determines the precious metal content.
- PRICING DATE:** Unless the Company notifies the Customer otherwise, the Pricing Date for all Material shall be the Settlement Date.
- PAYMENT OPTIONS:** The Customer may select from the following forms of payment: (A) Check; (B) ACH (electronic credit to bank account); (C) Wire Transfer; (D) Coins (valued by applying the Company's standard pricing for coins on the settlement date); (E) Dental or Jewelry Alloys (based upon the Company's standard pricing for the specific alloy selected by the Customer); or (F) Credit to the Customer's account. Payment will be effected within five (5) business days from the settlement date. A service charge for wire transfers or overnight mailing of a check will be billable to Customer, and shall be automatically deducted from the payment made to Customer. Once customer selects payment option, subsequent changes will be charged a \$25.00 processing fee which shall be automatically deducted from the payment made to Customer.
- LIMITATION OF LIABILITY:** Under no circumstances shall the Company be liable for incidental, consequential, punitive, special, or exemplary damages of any kind. The maximum liability of the company shall not be in excess of the Refining Process Fee charged by the Company.
- RIGHT OF SET-OFF:** The Company shall have the right, at any time and without notice, to set off any liability or obligation of the Customer to the Company.
- FORCE MAJEURE:** If during the normal course of the Company's operations, work on the Customer's Material is interrupted, hindered or delayed as a result of a force majeure, the Company shall have the right to postpone its performance under this Agreement for as long as such force majeure continues. Force majeure shall include but is not be limited to re, war, acts of God, fires, labor disputes, sabotage, terrorism, explosions, disruptions of transportation or plant operations, government action, order or regulation, or lack of energy or raw materials. If the duration of the force majeure exceeds a period of thirty (30) days, and the parties cannot agree upon a new performance schedule, then either party may cancel the contract upon written notice to the other party.
- ATTORNEY FEES:** If any legal action or any motion or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or most prevailing Party or parties shall be entitled to recover reasonable attorney fees and other costs and expenses incurred in that action or proceeding in addition to any other relief to which it or they may be entitled, including those attorney fees and other costs and expenses incurred in enforcing any judgment obtained in that action or proceeding.
- SEVERABILITY:** If any provision of this Agreement is to be held invalid or unenforceable, in whole or in part, by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement shall be construed to remain fully valid, enforceable and binding on the parties in all respects as if such invalid or unenforceable provision were omitted. Any court of final jurisdiction will have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the intention of the Parties.
- ENTIRE AGREEMENT, MODIFICATIONS and WAIVER:** This Agreement constitutes the entire agreement between the Parties with respect to such terms as are included herein and the Parties acknowledge that they have not executed this instrument in reliance on any promise or representation or warranty not contained herein. This Agreement supersedes and replaces all prior settlement negotiations and/or proposed settlements. This Agreement may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. The Argen Refining Terms and Conditions and Argen Standard Terms and Conditions are available at [www.argen.com](http://www.argen.com), and it is the responsibility of the Customer to review for any changes or updates. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The Company may amend, modify or alter the terms of this Agreement upon at least thirty (30) days' prior written notice to Customer.
- COUNTERPARTS AND FAX OR ELECTRONIC TRANSMISSIONS:** This Agreement may be executed in counterpart and exchanged by electronic mail or facsimile, and all original or facsimile counterparts, when taken together, shall be valid as one instrument as though signed in original on a single page.
- AUTHORIZATION:** Any party signing this Agreement on behalf of an entity or other than themselves, hereby represents and warrants that such party has authority to sign on behalf of the indicated entity. The parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof and that they sign the same freely and voluntarily.
- APPLICABLE LAW; VENUE; ARBITRATION:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Any dispute, claim or controversy 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, shall be determined by arbitration in the City of San Diego, County of San Diego, State of California before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The arbitrator shall award reasonable attorneys' fees to the most prevailing Party in the arbitration. 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.