

metals therein; and (vi) the content of the Materials and identity of any “Hazardous Substances” or “Deleterious Metals” (each as defined herein) therein.

## STANDARD REFINING AND SALES TERMS

These Standard Terms govern Gannon & Scott, Inc.’s (“G&S”) processing, refining and assaying of “Materials” (as defined herein) for the G&S customer identified in each quote or proposal provided in connection herewith (collectively, the “Quote”) as well as the sale of the precious metals therein to G&S. Such customer (“Customer”), upon providing Materials to G&S that are referenced in or are the subject of a Quote, and as a condition to G&S processing and refining the Materials and assaying and purchasing the precious metals therein, thereby agrees to be bound by these Standard Terms.

The Quote shall be accepted upon Customer providing Materials to G&S that are referenced in or subject to the applicable Quote, or when the parties’ conduct indicates such acceptance, whichever shall occur first. The transaction effected under these Standard Terms and the Quote are for or predominately for a “sale of goods” and thus are governed by the Uniform Commercial Code as adopted under the law of the jurisdiction provided for herein. G&S objects to the inclusion of any terms by Customer that are different from or additional to those set out in these Standard Terms. If Customer includes or attaches any such different or additional terms in its acceptance of any Quote, or otherwise, the same shall be of no effect and a contract shall result upon the terms, conditions and provisions as stated herein and those in the applicable Quote, without inclusion of any such different or additional terms, conditions, or provisions.

### General Provisions

1.1 Prior to Shipment and Delivery. Before providing G&S materials containing precious metals that are to be processed or refined (“Materials”), Customer shall inform G&S of: (i) the estimated gross, tare and net weights of the Materials; (ii) unless G&S is arranging for their pick-up, the carrier and method of delivery, and the expected dates of shipment and arrival of Materials; (iii) expected number and type of containers in such shipment; (iv) the identity of the precious metals in the Materials to be recovered; (v) if known, the number of fine troy ounces of recoverable precious

1.2 Identifying Materials; Representations. After receiving the Materials, G&S will provide Customer with a receipt acknowledgement having a G&S control or other identifying number. Customer shall thereafter use that number in its communications with G&S concerning the Materials. Customer shall be responsible for ensuring that, when provided to G&S, the Materials are clearly and properly identified as the Customer’s Materials. By providing the Materials to G&S, Customer warrants the accuracy and completeness of all information and warranties and representations concerning the Materials made to G&S hereunder and in any Quote, including as to their content, but in no event shall any such information as to weights be binding upon G&S. Further, by providing Materials to G&S, Customer represents and warrants to G&S that: (i) it is the owner of the Materials, or is the duly authorized agent of the owner thereof and has the full right and capacity to provide and ultimately sell and transfer the Materials to G&S, and that the same are not subject to any security interests or any other liens thereon; and (ii) all information furnished and warranties and representations made by Customer with respect to the Materials, including those set forth herein, are true, accurate and complete.

1.3 Hazardous or Deleterious Materials; Rejection of Materials. Customer shall not provide to G&S any Materials that are or may be considered toxic or hazardous to human health, including under applicable federal laws or regulations, or Materials that may cause damage, harm, or injury to individuals, including to G&S’s personnel, or to its facilities, equipment or processes, including as the Materials may be affected by heat and elements that are added thereto as part of G&S’s refining processes, or that may be environmentally hazardous (collectively, “Hazardous Substances”) without: (i) advance written notice to G&S which shall clearly identify the Hazardous Substances in the Materials; and (ii) G&S’s written approval to the same being provided. G&S may at any time in its sole discretion reject or refuse to deal or continue to deal with any Materials, including where information or a representation of the Customer concerning the same is inaccurate, incomplete or false, or where it

suspects that such Materials may contain any Hazardous Substances or "Deleterious Metals" (as defined below) and, if any such Materials have been provided, require that the same be promptly retrieved by Customer at Customer's sole expense. Pending such retrieval, G&S may handle and otherwise deal with such Materials in any manner it deems reasonable under the circumstances. In addition to its other rights concerning the same, G&S may in its sole discretion assess special handling and associated charges as a condition to receiving or dealing with Materials containing Hazardous Substance or Deleterious Metals. Without limiting the foregoing or Customer's other obligations under these Standard Terms, Customer shall, under all circumstances, first specifically inform G&S in writing, and seek and obtain its express approval in writing prior to providing to it Materials containing any of the following elements: Arsenic, Beryllium, Bismuth, Cadmium, Chromium, Iron, Mercury, Nickel, Lead, Antimony, Selenium, and Tellurium (collectively, "**Deleterious Metals**").

1.4 Further Representations and Indemnification. By providing Materials to G&S, Customer represents and warrants to G&S that the Materials, unless otherwise expressly and knowingly approved in writing in advance by G&S, do not contain Hazardous Substances or Deleterious Metals. Customer shall defend and does hereby indemnify and hold harmless G&S and its affiliates and each of its and their respective directors, officers, employees, agents and contractors and all of their respective successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, actions, causes of action, liabilities, losses, costs, expenses, and damages, including reasonable attorneys' fees through all levels of appeals (collectively, "**Losses**"), that are claimed, asserted, incurred or suffered by any of the Indemnified Parties that arise out of or relate, in whole or in part, to loss of life, personal injury, damage to property and any other claims or harm due or alleged to be due to any warranties or representations in these Standard Terms being untrue, inaccurate, or incomplete, including in regard to Hazardous Substances or Deleterious Metals, or both, being contained in any Materials, and from any other failings related to any instructions, other warranties, representations, notices or information given by Customer in connection with the Materials.

#### **Providing/Delivering Materials To G&S**

2.1 Packaging. Each shipment of Materials to G&S shall be properly packaged and

labeled by Customer in compliance with all applicable federal, state, and local laws, rules, and regulations. If G&S receives a container with a broken security seal, it shall inform the Customer and await its instructions prior to processing the Materials therein. Unless otherwise agreed by the parties, packing materials and containers are non-returnable, and all costs of packing materials and containers shall be the sole responsibility of Customer. G&S shall not be responsible for any loss of, or damage or destruction to, any Materials that are not properly delivered, packaged, and clearly labelled and identified, including as required under these Standard Terms.

2.2 Delivery; Freight and Other Charges and Taxes. Customer shall deliver Materials to G&S at its specified location and sufficiently prior to the end of regular hours of operations for that day there (as posted on G&S's website) to allow the Materials to be properly received by G&S personnel. G&S shall not be obligated to receive any shipment either not delivered timely or that otherwise does not comply with these and other delivery requirements it may impose, including in the applicable Quote. Unless expressly provided otherwise in the Quote, Customer shall be liable for the payment of all freight and other charges, taxes, fees, and assessments associated with the transportation and delivery of the Materials to G&S.

2.3 Risk of Loss. Unless G&S and Customer expressly agree otherwise, risk of loss as to the Materials shall remain with Customer and shall not pass to G&S until all of the Materials have been fully unloaded onto G&S's receiving dock, except if G&S arranges for the shipping of the Materials, in which case risk of loss shall pass to G&S at the time the Materials have been fully placed inside its, an armored carrier, or a common carrier's, truck or trailer.

2.4 Title. Legal title to the Materials shall remain with Customer until the "Settlement Date," as defined herein, except that in the case of any advance payment or other advance consideration made by G&S, full title to the number of ounces, including fractions thereof, of precious metal(s) in the Materials corresponding to such advance payment or consideration shall pass to G&S upon each advance Settlement Date.

#### **Receipt Of Material By G&S**

3.1 Weighing. Upon receipt of Materials at G&S's facility, G&S will count and

weigh all containers and its recording thereof shall be binding on Customer, except where G&S is aware of a variance between Customer's shipping weight, if provided, and G&S's receiving weight that is determined by G&S to be substantial and material, in which case G&S will notify the Customer of such variance and await its instruction. If Customer fails to respond timely to G&S's notice of such a variance, the weight(s) found by G&S shall be final and binding on Customer. If Customer wishes to be present or represented at G&S's weighing of the gross weight or that of the Materials, or both, it must notify G&S of that promptly after the applicable Quote is presented to it, and Customer shall be responsible for scheduling any witnessed weighing with G&S personnel. Any Customer representative appearing at G&S's facility must at all times comply with G&S's work rules, safety procedures, and directives.

3.2 Acceptance of Materials. G&S will accept Materials that are in compliance with the requirements of these Standard Terms and that are consistent with and conform to the information and warranties and representations concerning the Materials provided to G&S, including herein and in the applicable Quote. As an alternative to rejecting non-conforming Materials, G&S reserves the right to propose modifications to the pricing of its handling, processing, and refining of such Materials from those set out in its initial Quote. If G&S rejects only a portion of the Materials as noncompliant or nonconforming, Customer shall have the option of retrieving the entirety of the Materials.

### **Processing and Refining Of Material By G&S**

4.1 Timing and Commitment of Resources. G&S will process and refine the Materials as promptly as its personnel, equipment availability, refining and laboratory commitments, and other resources will allow. Customer acknowledges and agrees that an affiliate of G&S may provide and perform services and functions set forth herein, including in connection with the receipt, processing and refining of the Materials and laboratory assays. G&S will endeavor to advise Customer through the Quote or otherwise of an estimated dates for completing its processing and refining of the Materials and settling on the content of precious metals therein. G&S shall not be bound by any such estimate, nor required to allocate any specific resources to meet any estimated date(s).

4.2 Processing; Post-Processing Weight. G&S will process and refine the Materials in a manner determined by it to be most efficient and suitable for the Materials becoming homogenized and being sampled and refined (including through thermal reduction, melting, crushing, screening and chemical processing of the same), based upon the amount, nature, composition and characteristics of the Materials and elements therein, as represented to it by Customer. Following such processing and refining G&S will weigh the Materials (the "**Post-Processing Weight**"). Slag and other extraneous by-products and material, including that generated in or added in the course of processing and refining (including materials determined by G&S to be advisable to add to create homogenization) and that are readily removable therefrom, will not be included in the Post-Processing Weight.

4.3 Representative Sample. G&S will extract from the processed and refined mix of homogenized Materials one or more samples that are representative of the entirety of the Materials and of the content and volume of precious metals therein ("**Representative Sample**"). Customer acknowledges that during the refining process a sample that has been extracted from the Materials, whether in its molten or other form or state, due to circumstances occurring during the extraction, or to the presence, composition, or concentration of elements or other matter in the Materials inhibiting or interfering with full homogenization, may occasionally not be representative of the content and volume of precious metals in the Materials. Customer further acknowledges that a sample being a Representative Sample, or not, becomes apparent only during the later assay process, as evident in disparate laboratory assay results on replicates from the sample. The determination of whether a sample is a Representative Sample, or not, shall be within the sole discretion and determination of G&S, and notwithstanding anything in these Standard Terms or a Quote to the contrary, only assay results from assays performed on Representative Samples shall be used in determining the precious metal content in the Materials. In instances in which G&S determines that a sample is not a Representative Sample, Customer agrees that G&S shall re-process, including, if applicable, re-melt, the Materials in order to obtain a Representative Sample therefrom and may take additional steps it deems prudent to ensure full homogenization. In such instances, G&S shall notify Customer of the re-melt or reprocessing date and Customer shall have the right to have a representative present to witness the same, subject to it so informing G&S timely and other provisions of

these Standard Terms concerning the presence of a representative. Customer agrees that it shall be obligated to pay G&S for its reasonable costs and expenses incurred in having to reprocess, including, if applicable, remelt, Materials where the insufficiency or failure of the initial refining, including an initial melt, was due to an incorrect or incomplete representation or information from Customer concerning the presence, amount, nature, composition or characteristic of the Materials or the elements therein.

## Settlement

5.1 Assay and Material Metal Content. G&S will perform an assay or assays on a Representative Sample for such precious metals as are listed in the applicable Quote in accordance with its customary assay practices, and will use such assay(s) result(s) to determine the precious metal content reasonably scientifically certain to be contained in the Materials (the "**Settlement Assay**"). Such percentage or proportionate content of precious metals, multiplied by the Post-Processing Weight of the Material (reduced by any samples and moisture content), will constitute the "**Material Metal Content**."

5.2 Charges. Handling, processing, refining, treatment, assay, bullion return, consignment, transfer of metal, wire transfer and other fees and charges of G&S (collectively, "**Charges**") shall be assessed based on its schedule of the same set out or incorporated in the Quote that is applicable on the date that the Materials are provided to G&S. The Charges shall be due and paid by Customer regardless of whether the Materials are sold to G&S or not. Charges shall be recouped against any payment or other consideration to be made by G&S to Customer, with Customer being paid a settlement amount that is net and after deduction of the Charges and of all other amounts and obligations owed to G&S.

5.3 Settlement Statement, Date, and Amount. G&S will notify Customer once it has completed its processing, refining, sampling and assay work on the Materials and is prepared to settle on the precious metal content in the Materials based on the Settlement Assay. It will advise Customer of its determination of the Material Metal Content and of its Charges. G&S will issue a settlement statement to Customer (the "**Settlement Statement**") setting forth the then agreed-to or intended settlement on the Material Metal Content, priced as of the market date specified therein (the "**Settlement Date**"), any metal

deductions, including for metal accountability, the Charges, any return of metal and metal credit, and the resulting net payment to Customer (collectively, the same comprising the "**Settlement**"). Customer shall become obligated to sell the Materials and G&S shall become obligated to buy them as of the day that the parties have agreed or are deemed to have agreed on what the applicable market date will be. G&S shall with reasonable promptness, after the market date, compensate the Customer for the net Settlement amount that is reflected on the Settlement Statement (the "**Settlement Amount**") as follows:

(a) G&S will issue a check for the Settlement Amount to the Customer, or make a monetary transfer thereof to a designated bank account of the Customer, as provided for in the applicable Quote or otherwise agreed to between G&S and Customer; or

(b) If prior to the Settlement Date Customer has notified G&S that it wishes to receive the Settlement Amount in the form of gold or other precious metal, G&S will transfer an amount of gold or other precious metals in ounces and fractions thereof, valued as of the Settlement Date, equivalent to the Settlement Amount to a metal account of Customer held by G&S ("**Consignment Account**") or held at a financial institution. G&S will thereafter, with reasonable promptness, make or effect such a transfer from Customer's Consignment Account as requested by Customer of G&S in reliable or confirmed email or other communications. G&S will issue a notation or statement to reflect such a transfer, as well as other activity in such an account within a reasonable period following such a transfer or activity, and will issue Consignment Account statements annually in January, reflecting the transfers and other activity in such account through the end of the prior calendar year. G&S will also provide Consignment Account statements at and within a reasonable period following Customer's request for the same. G&S reserves the right to offset against such account its fees and Charges for maintaining such account and for effecting transfers into or out from it.

5.4 Finality of Settlement Statement. Amounts and dates set out in the Settlement Statement shall be deemed final and agreed to, and G&S shall not be obligated to await any response to either the notification provided for in section 5.3 or that statement before proceeding with the Settlement set forth therein.

5.5 Instructions Left With G&S Concerning Settlement. G&S shall not be bound by any instructions or messages left with it by voice mail or email, including none concerning funds or metals being deposited into or transferred from a Consignment Account. G&S shall endeavor to respond to such instructions or messages, and to provide confirmations or modifications as to the same, by the following business day.

5.6 Payment of Invoices. Customer agrees that it shall pay any invoice for any amounts owed by it to G&S, whether under these Standard Terms, an applicable Quote, or otherwise, and not paid by being deducted in arriving at the Settlement Amount, within thirty (30) days from the date thereof. Any amounts not paid when due shall bear interest at 1 % per month. Payment shall be made to G&S without reduction, deduction or offset.

5.7 Slag and Extraneous Items. Slag and other extraneous items or materials contained in the Material or generated in the course of processing and refining by G&S will be deemed abandoned by Customer to G&S and may thereafter be processed, discarded, or disposed of by G&S, or returned by it to Customer in G&S's sole discretion, unless Customer shall provide written instructions to the contrary not later than 24 hours prior to the Materials being provided to G&S. The return of any slag and other extraneous items or materials to Customer will be at Customer's sole expense.

#### **Advances By G&S**

6.1 Discretionary; Limitations and Holdbacks. Customer may request an advance or a provisional settlement on the Materials prior to Settlement. G&S shall have no obligation to provide any such advance or provisional settlement. If G&S chooses to make any advance or provisional settlement, it shall have the right to assess and be paid in full for all of its actual and projected Charges at that time and for its fees and charges in connection therewith, including interest, and to impose such holdbacks, reserves and other conditions for its financial security in respect to the same as it deems appropriate in its sole discretion, with any such advance or provisional settlement being net of and after first deducting for all of the foregoing. Further, G&S may choose to limit advance payment to Customer to metal, money, or to all of or a portion of the value in Customer's Consignment Account, all subject to such fees and Charges therefor as G&S deems appropriate, as partial compensation for the Materials.

6.2 Provisional Only. Any such advance or provisional settlement shall be deemed in all circumstances to be based only upon preliminary or projected determinations of G&S at that time and shall not be binding on it or construed as any acknowledgement or agreement by it as to the actual precious metal content of the Materials. In the event of any over-advance, and regardless of who may be responsible therefor, Customer shall pay or otherwise satisfy the same, including any deficit that may have resulted therefrom, within two (2) business days after having been advised that such an over-advance occurred.

#### **6.3 WARRANTIES DISCLAIMER**

(a) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM AND SHALL NOT APPLY TO THE TRANSACTIONS PERFORMED UNDER THESE STANDARD TERMS OR A QUOTE.

(b) LIMITATION OF LIABILITY. G&S'S SOLE LIABILITY FOR DAMAGES IN CONNECTION WITH ANY CLAIM OR DISPUTE, WHETHER BASED ON CONTRACT, TORT, WARRANTY OR OTHER LEGAL THEORY SHALL BE LIMITED TO G&S'S CHARGES, IF ANY, PAID BY CUSTOMER UNDER THESE STANDARD TERMS AND ANY APPLICABLE QUOTE. IN NO EVENT SHALL G&S, ITS AFFILIATES OR ITS OR THEIR REPRESENTATIVES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, MULTIPLE, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR FOR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE STANDARD TERMS, A QUOTE, OR ANY TRANSACTION CONTEMPLATED HEREIN BETWEEN G&S AND CUSTOMER, INCLUDING ANY SUBSEQUENT SALE, DELIVERY, OR USE OF METALS CREDITED OR DELIVERED TO CUSTOMER, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, REGARDLESS OF: (A) WHETHER ANY SUCH DAMAGES WERE FORESEEABLE; OR (B) WHETHER OR NOT G&S WAS ADVISED OR

AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES.

### **Compliance With Laws; Anticorruption And Antibribery**

7.1 Origin of Materials. Customer represents and warrants to G&S, and shall be deemed to continue to represent and warrant to G&S as to all Materials provided by it to G&S, that no Materials provided to G&S have originated in or been generated from any illegal activity of any nature, and that it is in compliance with all laws, ordinances, codes, rules, regulations, standards, orders, decrees and other requirements of all governmental, regulatory, administrative and judicial entities and bodies relating or applicable to the Materials, including as to the source thereof and of any potential rights or claims in respect thereto. Customer acknowledges that G&S required that it provide "Know Your Customer" and "Anti-Money Laundering" information to G&S as a pre-condition to entering into any agreement with it under which G&S would process and refine any Materials, and Customer does hereby submit to, authorizes, and agrees to cooperate with, any and all background authorizations and any other inquiries as G&S may undertake in connection with its Know-Your-Customer and Anti-Money Laundering compliance protocols. Customer further represents and warrants that no Materials originated in the Democratic Republic of Congo or an adjoining country and all Materials are "conflict free" as defined in section 1502 of the Dodd-Frank Act.

7.2 Bribery and Anti-Corruption. In connection with any transaction with G&S, Customer agrees that it shall not seek to obtain or retain business, or to gain any advantage, by making or offering to make any payment of money or by providing or offering to provide anything of value, directly or indirectly, to: (i) any government official; or (ii) any non-governmental person, in either case with the intent that such official or person will perform their duties or responsibilities improperly. Customer warrants that it has and will continue to comply with the anticorruption laws and anti-bribery laws of any country having jurisdiction over Customer and as to any transaction involving the Materials, and will in all cases comply with the U.S. Foreign Corrupt Practices Act and any applicable like acts, including the U.K. Bribery Act.

### **Taxes And Customs Duties**

### 8.1 Customer Responsibility.

Customer shall be solely responsible for the payment of all federal, state, municipal or other government excise, sales, VAT, use, occupational or like taxes, tariffs, customs, duties and importing fees in all transactions with G&S, and it shall and does hereby indemnify and holds G&S harmless from and against any liability and obligations, including any interest, penalties or costs incurred, levied, demanded or assessed on G&S at any time in respect of Customer's failure to account for or to pay for any federal, state, municipal or other government excise, sales, VAT, use, occupational or like taxes, tariffs, customs, duties or importing fees relating to the Materials.

### **Indemnification**

9.1 In addition to what is otherwise provided for in these Standard Terms or a Quote, Customer shall and does hereby further protect, defend, indemnify, and hold G&S and all other of the Indemnified Parties harmless from and against any and all Losses asserted against, or incurred or suffered by any of the Indemnified Parties which directly or indirectly arise out of or relate in whole or in part to the negligence, recklessness, or willful or other misconduct of Customer in connection with its entry into, conduct, or performance of its obligations under these Standard Terms or under any Quote.

### **Security Interest; Right of Recoupment and Setoff**

10.1 Customer hereby grants to G&S a security interest in all Materials provided by it to G&S, including in the precious metals therein, that are the subject of any Quote, and in all other personal property of Customer now owned or hereafter acquired, including all such property in the possession, custody or control of G&S, to secure all obligations and liabilities of every kind and nature by Customer to G&S, now owed or hereafter arising, whether pursuant to these Standard Terms or otherwise, and, in addition to all rights under applicable law, G&S shall have all of the enforcement and other rights of a secured party under the Uniform Commercial Code as adopted under the law of the jurisdiction provided for herein with respect thereto. Customer authorizes G&S to undertake all actions, if any, as may be required for its security interest granted hereby to be perfected and to remain continuously perfected. G&S shall have the automatic right at all times, without prior notice, to exercise a right of recoupment and further to set off any obligation or liability (whether to pay money or to credit, deliver, or transfer precious

metals or otherwise) of G&S to Customer, including in respect to any Consignment Account, against any obligation or liability of Customer to G&S, and, in furtherance thereof, to convert precious metal to money or money to precious metal at market value at the date of such recoupment or set off.

### **Force Majeure**

11.1 If performance by G&S is prevented, interrupted, hindered, delayed or rendered unduly expensive because of a force majeure, G&S shall have the right to defer its performance under these Standard Terms and under any Quote for as long as such force majeure shall continue. Events of force majeure shall include fire, war, riot, acts of God, an epidemic, pandemic, extreme weather event, labor dispute or interruption, disruptions of transportation or plant operations, government action, order or regulation, or lack of energy or other resources. If the duration of the force majeure or its effect exceeds a period of thirty (30) days, and the parties cannot agree upon a new performance schedule, then performance under these Standard Terms will become cancellable by either party upon notice to the other.

### **Termination**

12.1 G&S may terminate its obligations hereunder and under any Quote in the event that:

(a) Customer fails to perform as required hereunder or under any applicable Quote and such failure continues for more than ten (10) days after notice of such failure was furnished in the manner provided herein;

(b) a representation, warranty, or other statement made by Customer to G&S shall have been incorrect in any material respect when made, including as to the content of the Materials or their being at variance from what G&S was informed, or if any such representation, warranty, or other statement becomes known at a later point to be so incorrect and is not promptly corrected thereafter;

(c) if Customer shall (i) make an assignment for the benefit of creditors; (ii) file or be subject to a petition under any bankruptcy, receivership or insolvency law; (iii) apply for or be subject to the appointment of a custodian for any of its property or business; or (iv) fail to pay its debts as they become due; or

(d) with or without cause, upon thirty (30) days written notice to Customer.

### **Miscellaneous**

13.1 **Integration; Conflict.** These Standard Terms and any applicable Quote shall be the complete statement of the agreement between G&S and Customer regarding all aspects of handling, processing, and refining of the Materials and the return, payment and other considerations exchanged between the parties with regard thereto, and the same shall supersede all prior discussions, proposals, quotations, estimates of precious metal content or value, negotiations, and representations between G&S and Customer in respect thereto. In any actual conflict between the terms, conditions or provisions of these Standard Terms and those of any applicable Quote, those of the Quote shall govern and control. The terms, conditions and provisions of a later-issued Quote concerning the Materials, including as to Charges, shall supersede and govern and control over those of an earlier Quote concerning the same Materials.

13.2 **Partial Invalidity.** If any term or provision of these Standard Terms or any applicable Quote is determined to be invalid, illegal or unenforceable by a court or competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Standard Terms or such Quote. Upon any such determination, the parties shall negotiate in good faith to modify these Standard Terms or such Quote, as the case may be, so as to effect the original intent of the parties as fully and closely as possible in a mutually acceptable manner in order that the transaction as originally contemplated shall be consummated to the fullest extent possible.

13.3 **No Waiver; Remedies Cumulative.** No failure to exercise and no delay in exercising any right or asserting any claim hereunder or under any Quote shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof, or the exercise of any other right. The rights and remedies of the parties are cumulative, not exclusive, and no party shall not be deemed to have selected any specific remedy to the exclusion of any other remedy(ies).

13.4 **No Assignment.** Customer may not assign or otherwise transfer any Quote without the written consent of G&S.

**13.5 Applicable Law and Jurisdiction.**

These Standard Terms and all claims, actions and matters arising under or relating to it and any Quote shall be governed by and construed in accordance with the law of the State of Rhode Island, without regard to its conflict of laws provisions. The parties agree to submit to the exclusive jurisdiction and venue of the courts within the State of Rhode Island in connection with any such claims and actions, and in regard to any matters and issues concerning the interpretation and enforcement of these Standard Terms and of any Quote.

**13.6 Counterparts; E-signatures.**

Signatures on a Quote, if and when required, may be made in any form or combination thereof, including as ink signatures, including those that are scanned and emailed, e-signatures, secure e-signatures, and digital signatures.

**13.7 Currency.** All monetary payments to be made hereunder shall be made in lawful currency of the United States of America in immediately available funds.

**13.8 Attorneys' Fees.** In all disputes and as to all claims arising under or related to these Standard Terms or any Quote, the party who has substantially prevailed over the other party shall be entitled to receive, and the party who has not substantially prevailed shall be obligated to pay, all of the reasonable attorneys' fees, and other costs and expenses incurred in connection therewith by the substantially prevailing party, including through all levels of appeal.

**13.9 Notice.** Notice provided for hereunder shall be: (i) delivered by personal delivery to the primary business office of the other party and to the attention of a responsible person at that office; (ii) mailed by certified mail, return receipt requested and at the same time by first-class mail, postage prepaid to such office and to the attention of such a person; (iii) mailed through a reputable overnight express courier such as Federal Express, UPS or DHL (charges prepaid) for next business day delivery to such office and to the attention of such a person; or (iv) provided by email to a responsible person for the other party. Notice by personal delivery will be conclusively deemed to have been received the next business day after delivery; by certified mail will be conclusively deemed to have been received by the second business day after the date of mailing; by a reputable overnight express courier will be conclusively deemed to have been received the next business day after delivery; and by email the next

business day after indication or confirmation of the receipt of such email by the other party.

**13.10 Captions.** The captions in these Standard Terms are for convenience only and do not define, limit or describe the scope or intent of any provisions or sections hereof.

**13.11 Construction of Words.** The word "including" is not intended to be and shall not be construed as a word of limitation, and whether expressed so or not, or consistently so, shall be read as stating "including, but not limited to." Unless expressly provided otherwise, the words "herein," "hereunder," "hereto" and like terms mean the entirety of these Standard Terms and not only the provision, section, paragraph, or sentence in which such word appears. "Its" and "their" shall also be deemed to refer to natural individuals; a reference to one gender shall be deemed to be to both; and the singular number shall include the plural, and vice versa.