

Williams Gold & Silver LLC (WGS) Terms and Conditions

This document contains a description of general terms and conditions surrounding the transactions and services between Williams Gold & Silver LLC, a Nevada limited liability company (“Williams Gold & Silver” or (WGS) and its customers (Customer)

1. Governing laws

These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Nevada (notwithstanding the choice of law provisions of that or any other jurisdiction). Customer hereby consents to the jurisdiction of the courts of the state of Nevada and the United States District Court for the District of the state of Nevada.

2. Shipping of Materials to Williams Gold & Silver

Customer is responsible for correctly securing and sealing of its own shipments or deliveries to ensure the integrity of the contents during transit. WGS does not take responsibility for shipments that have been corrupted or damaged in the shipping or personal delivery process or that is lost, destroyed or stolen in transit. Customer must also insure their own materials as to the value known by the customer. **Customer is to use the WGS Packing Slip.** To avoid confusion the WGS Packing Slip is to be completely filled out and a copy retained by the Customer for its records prior to shipping. Any designated delivery individual must hand deliver a completed WGS Packing Slip to the WGS offices upon delivery. WGS is not responsible for any loss or damage if Customer fails to provide the information required by the WGS Packing Slip.

Customer agrees that it will not ship any material containing deleterious elements. Deleterious elements detected by WGS may be rejected and returned to Customer at Customer’s expense. Deleterious elements include but are not limited to Barium, Beryllium, Cadmium, Mercury (which is used in many mining applications) or other elements designated as such by the federal Resource Conservation and Recovery Act (RCRA) guidelines.

WGS may reject a Customer’s materials for any reason or no reason in its sole discretion, whether before or after processing. Any rejected materials will be returned to Customer at Customer’s expense. WGS will notify Customer of any such rejection so that Customer may arrange for shipment of its materials back to it. Any rejected material not claimed by Customer within 30 days after notice of rejection may be disposed of by WGS in its sole discretion at Customer’s expense.

3. Processing of Materials by Williams Gold & Silver

WGS will process material sent or delivered to it using the commonly accepted practice of melting submitted materials into a molten state using electric induction technology by which a homogenous sample will be obtained. This sample now represents the approximate content of the material submitted, will be used to conduct an assay to determine metal content. WGS will use X-Ray Fluorescence and or fire assay procedure (the latter of which will be provided by outside provider) as its primary metal content determinants. Customer must request an assay method prior to processing using the WGS Packing Slip. If Customer does not specify an assay method. WGS will use X-Ray Fluorescence. In the event of a dispute. Customer may request a mutually agreed upon outside assayer as a third party arbiter. This request must be made immediately (within two business days) after settlement is received by Customer in writing to WGS. This mutually agreed upon third party assay when completed will be considered the final settlement assay. All assay fees will be paid by Customer and be deducted by WGS from the proceeds otherwise payable to Customer.

WGS reserves the right to dispose of or maintain possession of all material submitted by Customer.

WGS obligations are limited to those metals which Customer requested refining services for in its packing slip.

WGS will maintain Customer’s sample for 10 days from the settlement date.

Customer represents and warrants that all materials sent by it to WGS have been legally obtained by the Customer and that Customer has legal title to such materials, free and clear of any liens, claims or encumbrances, and has the right to sell or swap for other materials with WGS for its processing.

4. Pricing and Settlement of Materials by Williams Gold & Silver

WGS will price precious metals in US dollars and use information of price values obtained either from the internet, other precious metals dealers or any other source WGS deems as accurate and reliable. Any prices indicated by WGS by telephone are good for that phone call only and must be acted upon at that moment in time for that transaction and are thereafter revoked and withdrawn. WGS will give Customer a Refining Services Worksheet (RSW) number at that time. All subsequent communication between WGS and Customer regarding that transaction must use the RSW provided number. Any attempted transaction or any other dealings between WGS and Customer without an accompanying RSW number is not valid.

If any errors occur in price or settlement calculations, for any reason, Customer agrees to the process that WGS will determine to rectify such error. Customer holds WGS harmless from any error in either pricing or general mathematical calculations in the pricing or settlement of Customer material.

Forward pricing is to be conducted according to terms outlined in the forward pricing section of the WGS account form.

5. Liability Limitations

Customer agrees that WGS's maximum total liability to the Customer for damage or loss of material will be limited to this Customer's reasonable insured declared value during the shipping process, or the actual amount paid by Customer for the material adjusted by market movements, whichever is lower. Market movements are defined as any price movement after the date of damage or loss that would give either party a disproportionate valuation advantage over the other party upon settlement.

In no event shall WGS be liable for any special, incidental, indirect or consequential damages any loss of profit or revenue or any expenses incurred by Customer or any third party by reason of any negligence or any breach of warranty or other obligation by WGS arising out of these Terms and Conditions or relating to the transactions contemplated herein or the subsequent sale, delivery or use of credited metals credited to Customer pursuant hereto. Customer shall not be entitled to specific performance in connection with this agreement.

6. Arbitration

Customer agrees that any dispute, claim or controversy arising from, relating to or occurring from any business activity between customer and WGS in any way will be resolved by binding arbitration pursuant to the Federal Arbitration Act. This action will take place before a single arbitrator in the city of Las Vegas, Nevada according to the procedures of the AMS for commercial arbitration. All decisions handed down by such arbitration is binding on all parties. Judgment on the arbitrator's decision may be entered in any court of competent jurisdiction. Fees for the arbiter shall be split equally between the parties. WGS and Customer will be responsible for their own legal fees. Notwithstanding the foregoing, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs. **This mandatory, final and binding arbitration agreement constitutes a mandatory alternative dispute resolution proceeding, is in lieu of traditional court proceedings, is without a right to a jury or to a court trial or to appeal, and all such and other differing court proceeding rights including, but not limited to, a jury and appeal are accordingly waived.**

7. Indemnification

Customer agrees that if for any reason Customer fails to act within its obligations described within these Terms and Conditions or breaches any of its representations and warranties set forth herein, Customer will indemnify defend and hold harmless WGS its affiliates, and its and their respective directors, officers, employees and agents from all losses and damages, liabilities, costs and expenses (including attorneys' fees and costs) of any kind or nature whatsoever that WGS may incur from such failure to act or breach by Customer or as a result of Customer's violation of any local, state or federal law, rules or regulations concerning the possession or shipping of the Materials.

8. Disclaimer of Warranties

Customer agrees that there are NO WARRANTIES, express or implied, made WGS unless expressed in writing in these Terms and Conditions. CUSTOMER HEREBY ACKNOWLEDGES THAT NEITHER WGS NOR ANYONE ACTING ON ITS

BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION, OR PROMISE THAT CREATES AN EXPRESS WARRANTY.

9. Compliance with Laws

Customer represents and warrants to WGS that customer is in compliance with all laws, ordinances, codes, rules and regulations, standards, decrees and other requirements of all governmental, regulatory, administrative or judicial entities applicable to the materials.

Customer also represents and warrants that its transactions with WGS will not cause WGS to be in violation of any anti-money laundering, anti-bribery or anti-terrorism law or regulation

10. Force Majeure

Any delay in or any failure of performance by WGS shall not constitute a default or give rise to any claim or demand for damages if as to the extent such failure is caused by acts beyond its reasonable control including but not limited to any transportation failure or delay, act of God or acts of Customer.

11. Breach

In the event of a breach of any provision hereof, WGS shall have the right to cancel and terminate this agreement by giving notice to Customer. Customer covenants and agrees that in the event any legal action is instituted by WGS with respect hereto in which WGS is the prevailing party, Customer shall pay to WGS the costs and expenses incurred by WGS in connection therewith, including reasonable attorney's fees.

12. Fees and Charges

Fees and charges imposed by WGS shall be at the option and the sole discretion of WGS. These fees and service charges are and will be subject to change due to some, but not necessarily all, prevailing market conditions. Current information regarding fees and charges can be obtained by contacting David Williams at WGS (david@williamsgs.com). Advance notice of changes in fees and charges will be given to Customer and WGS will strive to give at least 5 days prior written notice thereof to Customer.

13. Customer Disputes

Any customer dispute or claim of loss or disagreement by customer must be received in writing by WGS no later than 10 business days from date of settlement. Customer acknowledges that failure to act within the 10 business day period prohibits further action by Customer against WGS for any claims arising from such dispute.

14. Miscellaneous

These Terms and Conditions set forth the entirety of any purchase or sale transaction between WGS and Customer or any of its affiliates, and supersede all negotiations, promises, prior document and/or agreements not set forth in writing in these Terms and Conditions, Customer expressly so agrees and waives any rights to contrary, whether by law or industry custom. There are no other agreements, representations, or warranties regarding this subject matter except those specifically set forth herein. These Terms and Conditions shall not be modified or amended by the terms of purchase orders, packing lists, or other documents issued unilaterally by Customer. No provision of these Terms and Conditions shall inure to the benefit of any third person so as to constitute such person a third-party beneficiary hereto or give rise to any cause of action by any such person. Customer, by engaging in business with WGS or Customer, affirms it has read, understands and agrees to all of these Terms and Conditions.

Each and every provision of any applicable law, regulation and/or clause which is required by any applicable law or regulation to be inserted in these Terms and Conditions shall forthwith be automatically amended to make such insertion.

Any provision of these Terms and Conditions which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. Any provisions hereof may be reformed to the extent necessary to make it enforceable.

Customer authorizes WGS to make such background checks, including, but not limited to, credit and criminal background checks, as WGS may deem necessary or appropriate in its business judgment.

Customer agrees to notify WGS may deem necessary or appropriate in its business judgment.

Customer agrees to notify WGS of any ownership changes of customers business within 10 business days of such change.

WGS AND CUSTOMER EACH WAIVE ANY RIGHT THEY MAY OTHERWISE HAVE AND AGREE NOT TO BRING CLAIMS AGAINST EACH OTHER AS PART OF OR TO PARTICIPATE IN ANY CLASS ACTION AND AGREE THAT EACH MAY ONLY PROCEED AGAINST THE OTHER IN AN INDIVIDUAL CAPACITY.

WGS retains the right to change, modify or alter its Terms and Conditions at any time. The Terms and Conditions of Sales as posted on WGS's website on the date that an RSW number is issued shall apply to the material and transaction subject to such RSW number. Posting of a changed, modified or altered Terms and Conditions on WGS's website shall constitute notice to Customer of such changes, modification or alterations.