



SHIPPING and TRANSACTION 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 6), 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: _____

American Bullion, Inc. ("American") and the executing Customer ("Customer") agree, subject to the provisions in Section 17(b) (below) for the amendment of this Shipping and Transaction Agreement (the "Agreement"), that the following terms shall govern the pending and all future transactions and interactions (including communications) between the parties involving Precious Metals (as defined in Section 1(a), below).

1. Payment for Items Purchased:

- a. Within one (1) business day of Customer's placement of an initial order with American for Precious Metals, Customer must deliver funds ("Purchase Funds") adequate to cover all of the purchased items. The term "business day" shall have the meaning specified in California Civil Code § 2-21. The term "Precious Metals" as used in this Agreement means any precious metal, in any form, and shall include, but is not limited to, bullion coins and bars, semi-Numismatic coins and bars, and Numismatic coins and bars.
- b. Purchase Funds should be delivered to American by wire transfer, personal check or cashier's check. All payments should be made payable to American Bullion, Inc. Within one (1) business day of the Purchase Funds being cleared in American's bank account, Customer's initial order will be confirmed. The initial order may be adjusted, higher or lower, when American confirms the Customer's purchase depending on any price movement of the Precious Metals. Customer understands and agrees that the initial order is subject to adjustment after Purchase Funds are cleared and that at no time prior to the confirmation of the transaction was any price guaranteed to the Customer.
- c. With the limited exception noted in Section 12 (i.e., American's Limited Refund/Exchange Policy), **all sales under this Agreement are final.**

2. Precious Metals Pricing; Recorded Confirmations; Related (Shipping, Insurance, Processing & Handling) Fees:

a. Sales

i. The price quoted by American for Customer to purchase Precious Metals includes American's operating margin and profit on the transaction known as the "Spread." The Spread is the difference between the approximate cost for American to acquire the Precious Metals sold to Customer and the retail price paid by Customer, and includes items such as advertising, office lease expenses, employee salaries, employee commissions, and American's profit. The Spread may be subject to negotiation and may be more or less than the Spread and profit quoted to others in similar transactions on the same day or other days, or charged to the Customer in prior or future transactions. When Customer sells the Precious Metals, to make a profit on the sale, the Precious Metals must have appreciated enough in the interim to cover the original purchase price, including the Spread on the original transaction. **The Spread is not based on the spot price or American's actual acquisition cost.**

ii. The Spread varies by product category. American generally classifies its products into three categories – bullion products, numismatic products, and proof products. American's classification 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. The Customer acknowledges that American's classification of Precious Metals in this way is only an opinion and may change over time (e.g. if additional quantities of the item are discovered). American's classification system is used by American to set its prices and margins/profit, nothing more; American's classifications for this purpose are different from and **not** the equivalent of a professional grading service or professional grade, even though such organizations may consider similar factors. American's method of categorizing products may differ from the categorization methodologies used by other Precious Metals retailers.

iii. American's Spread quoted to Customer for most common bullion products is typically seven percent (7%) of the sale price for cash purchases and ten percent (10%) of the sale price for IRAs. The Spread on coins with semi-numismatic or numismatic value and rare coins is typically twenty percent (20%), and for Proof products twenty-three percent (23%). This may vary by the quantity, availability, market timing, type, rarity and quality of the Precious Metal. These are approximate numbers, and represent a general range for a typical transaction.

iv. An example helps illustrate American's pricing model: If the Spread for a bullion coin is 10% and American's ask/selling price is \$1,500 for the coin, then the Spread on the transaction is equivalent to \$150 (\$1,500 x 0.10). In order for Customer to sell the bullion coin at a profit in the future, it would need to appreciate enough to exceed the \$150 Spread (or 11.11%) in this example. The actual Spread in your transaction may be higher, lower or the same.

Initial Here: _____

b. Repurchases; Repurchase Not Guaranteed

American is legally prohibited from guaranteeing that it will repurchase the Precious Metals it sells, and **American does not guarantee that it will repurchase any Precious Metal(s) that Customer may purchase.** Please note, however, that as of the posting date of this Agreement on American's website (October, 2024), American has never failed to make an offer to repurchase Precious Metal items that a Customer purchased from American. Customers wishing to liquidate all or a portion of their Precious Metals holdings, whether purchased from American or not, and whether maintained in an individual retirement account or not, should contact American for a quote. When requesting a quote, please be sure to specify that you are looking to sell your existing holdings – as American's "bid" (buy from a Customer) and "ask" (sell to a Customer) 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. Should American make an offer to repurchase Customer's Precious Metals, or any of them, it is American's current practice (which American may alter at any time) to state the terms of the offer in a written proposal which Customer must then countersign and return by the deadline indicated in the written offer in order to guarantee the quoted price. Please note that any offers will be time-limited given the potential for market movement and depend on timely, satisfactory delivery of the Precious Metals to American in the promised/represented condition. If you receive an offer, but it expires before you can take action, which is noted on the purchase order, please contact American for a new written offer. Prices may be raised or lowered on a daily, even hourly or more frequent basis, depending upon various market conditions, inventory needs, and the price and availability of comparable Precious Metals. Please review the terms of any written offer carefully, as those are the terms that will govern any repurchase transaction. 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.

c. Recorded or Written Confirmations – Purchases By Customer Only.

Customer must confirm certain material terms for each sales transaction and acknowledge in writing or on American's recorded confirmation line before Customer's transaction is processed.

d. Shipping / Insurance / Processing / Handling Fee.

Shipping, Insurance, Processing and Handling Fees apply to each transaction regardless of whether the transaction is an IRA transaction or a cash purchase for physical delivery. Please consult your sales representative for details. Customer will be required to confirm the exact amount charged on outgoing shipments in writing or on American's recorded confirmation line before Customer's transaction will be processed.

3. Remedies for Customer Breach; IRA Processing Fee:

a. If Customer fails to provide the Purchase Funds within one (1) business day of Customer's placement of the order, but provides the Purchase Funds thereafter, American may, in its sole and absolute discretion, either (i) cancel the Customer's transaction or (ii) re-price the Purchase Metals at, and Customer shall pay, American's then prevailing retail price(s) as of the date Purchase Funds are received.

b. If American cancels Customer's order pursuant to Section 3(a)(i) or Customer fails to provide the Purchase Funds within a reasonable time of placing the order, as determined in American's sole and absolute discretion, then American may resell such Precious Metals on a wholesale basis. If the proceeds from such resale are less than the purchase price Customer agreed to pay under this Agreement, American shall be entitled to recover from Customer the difference between the resale price and the agreed purchase price, plus any incidental damages arising from or due to such breach by Customer.

c. In addition to any other remedy provided for herein, if Customer opens up a Precious Metals IRA account with help from American, but then either cancels or does not place the metals order with American, Customer shall pay American a Precious Metals IRA processing fee in the amount of \$250 or 0.50% of the transferred funds, whichever amount is greater. This fee is to cover some of the costs of services rendered by American and Customer agrees that such funds may and will be deducted from his/her received funds.

4. Delivery of Items Purchased:

American shall deliver the Precious Metals purchased by Customer to a suitable delivery service for delivery to Customer for cash purchases or an IRS approved depository for IRA transactions as specified at the time of order, no more than twenty-eight (28) days after American verifies that the Purchase Funds provided have been processed and cleared in its bank account, and the Customer confirmed the purchase as explained on Section 2(c) above. Also this Agreement must be completed, signed and returned to American before delivery of items. For payments by personal check, it may take up to ten (10) business days for American to so verify. If Customer's order is to be delivered to Customer directly, unless otherwise specified in writing at the time of Customer's order, American shall cause all Precious Metals purchased to be delivered to Customer's address as set forth above. American alone shall determine the appropriate means of delivery to Customer of Precious Metals purchased, and American shall only use reputable delivery services to deliver the Precious Metals.

5. Lost or Undelivered Orders:

American uses nationally recognized delivery services and insures all shipments. Nevertheless, if any items ordered by Customer are lost prior to delivery, incomplete, or not received by Customer, then Customer must immediately notify American by telephone and then in writing. Notice of any such alleged lost or non-delivered items should be sent to:

American Bullion, Inc. Attention: Customer Service, 12301 Wilshire Blvd., Suite 305, Los Angeles, CA 90025 - Tel: (800) 531-6525

If American verifies through its delivery service that Customer's Precious Metals were lost prior to delivery or never delivered, American shall, within sixty (60) days of such verification, in its sole and absolute discretion, either refund to the Customer the full purchase price for such lost or undelivered Precious Metals or replace such items with other Precious Metals of the same denomination/type and, if applicable, professional grade. American assumes no responsibility for any Precious Metals lost **after** delivery to Customer. American assumes no responsibility for any Precious Metal items **purchased from** a Customer until such items are delivered to, and accepted under a recorded camera by, an authorized representative of American.

6. Customer Assumes All Investment Risk; Customer Makes All Investment Decisions, Sales Representative Compensation; Related Disclosures:

The following disclosures are important. PLEASE READ THEM CAREFULLY.

a. Purchases and sales of Precious Metals involve considerable risk that should be carefully evaluated by the Customer. Market prices are at times volatile and unpredictable and may be affected by a variety of factors including, among others, general economic conditions, political events, monetary policy, currency fluctuations, fluctuations in production, supply and demand, speculative activity and the degree of concern people have about these matters. It is impossible to forecast accurately how or to what degree these or other factors will affect Precious Metals prices in general or in relation to any particular type of Precious Metal or coin. Moreover, the spot prices for Precious Metals (which are frequently quoted on the internet and in other media) do not necessarily move in tandem (i.e., in the same direction or to the same degree) with all forms of Precious Metals that contain that base metal, including various forms sold by American. The fact that one form of a Precious Metal appreciates (or depreciates), even significantly, does not mean that all or any other forms of Precious Metal containing the same base metal will appreciate (or depreciate) in similar fashion or at all. **Finally, past performance is no guarantee of future results.**

b. Customer is responsible for all investment decisions concerning Precious Metals purchased from or sold to American Bullion, including the decision to purchase or sell, in what form (bullion, proof, numismatic precious metals), in what amounts, what percentage of investment funds, with what funds, at what price, and on what date. Any purchases from or sales to American are based on Customer's research and made subject to Customer's own prudence and judgment. It is Customer's responsibility to do his/her research and due diligence before authorizing any purchase or sell order. **Customer assumes the risk of all investment decisions.**

c. American makes no guarantee or representation regarding Customer's ability to profit (or avoid loss) from any purchase from or sale to American.

d. **American does not provide tax, investment, 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, employees, or other representatives relating to potential future events or the attributes of certain Precious Metals are **opinions only**. Such statements, if any, are not representations of fact.

e. **American's sales representatives are not licensed securities brokers, investment advisers, or tax advisers.** Their knowledge of Precious Metals and the Precious Metals marketplace varies significantly, and their earnings are based, at least in part, on the amount of sales they generate. In addition, from time to time, American's sales representatives may receive other compensation tied to sales activity.

7. No Fiduciary Relationship:

No fiduciary relationship exists between American and Customer.

8. American Does Not Provide Financial Advice; Holding Period; Diversification:

a. **American does not provide investment advice; all investment decisions are made by the Customer based on the specifics of his or her financial situation and own research and judgment regarding investment alternatives. In American's opinion, however, Precious Metals should be considered a long-term investment. The transaction costs involved with purchasing Precious Metals can be difficult, if not impossible, to recoup if the investment is liquidated before sufficient time passes for the investment to appreciate. Investors who are looking to rapidly profit or liquidate their investment shortly after purchase would be wise to consider alternative investments.** While, again, Customer must make his or her own investment decisions, including the timeframe as to which they wish to hold their purchase, American is most interested in selling to customers who view Precious Metals as a long-term investment. **In American's opinion, Customer should be prepared to hold their investment in Precious Metals for five to ten years or more.** As noted above, Precious Metal prices can be volatile and unpredictable, and past performance is no guarantee of future results. American makes no guarantee or representation that Customer will make a profit (or avoid a loss) on Customer's investment at the expiration of this or any other period of time.

b. American does not provide investment advice; all investment decisions are made by the Customer based on the specifics of his or her financial situation and own research and judgment regarding investment alternatives. In American's opinion, however, Customer should not invest all or even the majority of their investable funds in Precious Metals. Customer must decide what percentage is right for him/her and in what form (bullion, proof, numismatic precious metals), given their investment portfolio, objectives, and views on the relative appreciation potential of different investment products. Customer should consult a qualified financial advisor regarding diversification. American cannot provide and is not providing investment advice on this or any other financial topic.

9. Individual Retirement Accounts ("IRA"):

a. American makes no representations regarding the tax consequences of holding Precious Metals in general or in specific types (bullion, proof) as an investment in an IRA. Customer is advised to seek independent tax advice, from a qualified professional, regarding any tax questions, issues, or consequences related to such investments.

b. To purchase Precious Metals for placement in an IRA, Customer must establish an appropriate account at an appropriate financial institution. These institutions, which are not affiliated with American, will charge fees to Customer to establish and maintain such an account. These fees will be charged directly to Customer and are not part of any price quoted by American.

c. Customer hereby authorizes American to view Customer's account holdings (through the depository's website), as needed, to provide account valuations, price quotes for buy-backs, or other financial information to Customer regarding his or her Precious Metals portfolio. American will **not** view Customer's account holdings or use such information for any other purpose.

10. Professional Grading of Precious Metals:

American sells professionally graded Precious Metals as well as ungraded Precious Metals. If you have any question as to whether the Precious

Metals you are purchasing are graded or not graded, ask your sales representative. If American offers and Customer purchases a professionally graded Precious Metal, the grade will be clearly specified in writing or noted on the recorded confirmation line at the time of purchase. When American sells professionally graded coins, American relies upon the opinions of independent grading services such as Numismatic Guaranty Corporation of America (NGC), ANACS and/or the Professional Coin Grading Service, Inc (PCGS). American does not, itself, professionally grade coins. Moreover, American does not guarantee that the graded Precious Metals it sells will achieve the same professional grade from any independent grading service in the future, particularly as grading is a subjective process, 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.

11. 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 Customer the denomination/type and grade of Precious Metals specified in Customer's order. **If, but only if, Customer purchased professionally graded Precious Metals**, and subject to the limitations specified in Section 10, American further represents and warrants that such items have received the specified grade from 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 representations and warranty specified in this Section 11 are the only representations and warranty that American provides, and Customer may rely upon in purchasing Precious Metals from or selling Precious Metals to American. Neither American, nor any of its officers, agents, employees, sales representatives, or other representatives are authorized to make any other representations or warranties concerning any Precious Metals that American is selling or purchasing under this Agreement.

12. American's LIMITED Refund/Exchange Policy:

a. Customers accepting personal delivery agree to carefully inspect each delivery of Precious Metal items immediately upon receipt.
b. With the following exception **all sales are FINAL**: If Customer is dissatisfied for any reason with the quality of a Precious Metal purchased from American and classified by American as **semi-Numismatic or Numismatic**, then Customer should immediately notify American by calling the management over the phone and in writing of such dissatisfaction. If Customer so notifies American and returns the semi-Numismatic or Numismatic coin or bar in question within fifteen (15) days of delivery, and further provided that the returned item 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 American shall, in its sole and absolute discretion, either (i) 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 (ii) return Customer's Purchase Funds and void that particular transaction. If a transaction is voided, the Customer may, in American's sole discretion, be charged a 3% restocking fee for restocking, insurance and handling.

13. DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES:

EXCEPT AS SET FORTH IN SECTION 11, 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.

14. 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 WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, AMERICAN'S LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CLAIMS SHALL AT ALL TIMES BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRECIOUS METALS IN DISPUTE.

15. DISPUTE RESOLUTION; GOVERNING LAW:

a. Pre-Arbitration Notification:

This Agreement provides for final, binding arbitration of all disputed claims (discussed immediately below). American and Customer agree, however, that it would be advantageous to discuss and hopefully resolve any disputes before arbitration proceedings or any other proceedings authorized herein are initiated. In the event of a dispute, the claimant whether American or Customer shall send a registered letter to the other side briefly summarizing the claim and the request for relief. If American is the claimant, the registered letter shall be sent, via email or mail, to the Customer at the email address or postal address provided at the time of the transaction. If Customer is the claimant, the registered letter shall be sent to American Bullion, Inc., Attention: Customer Service, 12301 Wilshire Blvd., Suite 305, Los Angeles, CA 90025. If the dispute is not resolved within sixty (60) days after the letter is received, the claimant may proceed to initiate arbitration proceedings or any other proceedings authorized herein.

b. Agreement to Arbitrate Disputes; Individual Arbitrations Only

ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO ANY INTERACTION OR TRANSACTION BETWEEN CUSTOMER AND AMERICAN, INCLUDING BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY OF THIS AGREEMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OR ENFORCEABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT AND BE DETERMINED BY ARBITRATION IN LOS ANGELES, CALIFORNIA, BEFORE ONE ARBITRATOR.

NOTWITHSTANDING THE IMMEDIATELY PRECEDING SENTENCE, IF THE LOS ANGELES, CALIFORNIA VENUE PROVISION THEREIN STATED WOULD RENDER THIS AGREEMENT TO ARBITRATE UNCONSCIONABLE OR OTHERWISE UNENFORCEABLE, THEN SUCH PROVISION SHALL BE AMENDED *NUNC PRO TUNC* TO ALLOW THE ARBITRATION TO BE HEARD IN THE APPROPRIATE AVAILABLE VENUE NEAREST TO THE STATE OF RESIDENCE OF THE CUSTOMER. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS

PURSUANT TO JAMS' COMPREHENSIVE ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY EXCEEDS \$250,000), OR JAMS' STREAMLINED ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY IS LESS THAN OR EQUAL TO \$250,000). AMERICAN WILL BEAR ONLY THE COST OF THE CASE MANAGEMENT AND PROFESSIONAL FEES FOR THE ARBITRATOR(S) SERVICES.

JAMS CONSUMER STANDARDS WILL NOT APPLY BECAUSE YOU ARE NOT ACQUIRING OUR PRODUCT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

CUSTOMER AND AMERICAN WAIVE THEIR RIGHTS, IF ANY, TO BRING ANY CLAIM THAT IS SUBJECT TO THIS ARBITRATION PROVISION AS A CLASS ACTION, CLASS ARBITRATION OR OTHERWISE ON A REPRESENTATIVE BASIS. CUSTOMER AND AMERICAN FURTHER AGREE THAT THE ARBITRATOR SHALL NOT HAVE THE POWER TO JOIN OR CONSOLIDATE MULTIPLE ARBITRATION CLAIMS OR PROCEEDINGS AGAINST THE SAME PARTY. IF THIS PROVISION (PRECLUDING CLASS OR OTHER CONSOLIDATED CLAIMS) IS DECLARED UNENFORCEABLE FOR ANY REASON, THEN THE REMAINDER OF THE PARTIES' AGREEMENT TO ARBITRATE SET FORTH IN THIS SECTION 15(b) SHALL REMAIN IN FULL FORCE AND EFFECT.

JUDGMENT ON ANY AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

CUSTOMER AND AMERICAN ACKNOWLEDGE THAT BY AGREEING TO THIS ARBITRATION PROVISION THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL. CUSTOMER AND AMERICAN FURTHER ACKNOWLEDGE THAT THEY ARE WAIVING THEIR RIGHT TO BRING ANY CLAIM ON A CLASS OR REPRESENTATIVE BASIS.

THIS ARBITRATION PROVISION SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

Customer may elect to opt out (exclude him- or herself) from the class action waiver specified in this Agreement by doing the following. Within fifteen (15) days of Customer's transaction, Customer must send a letter to American Bullion, Inc., Attention: Customer Service, 12301 Wilshire Blvd., Suite 305, Los Angeles, CA 90025, that specifies (1) your name, (2) your account or transaction number, (3) your mailing address, and (4) your request to be excluded from the class action waiver specified in this Agreement. All other terms of this Agreement shall continue to apply to Customer. You are not required to send the letter by confirmed mail or return receipt requested, but it is recommended that you do so. Customer's request to be excluded will only be effective and enforceable if Customer can prove that the request was postmarked within the applicable 15-day deadline.

c. *Small Claims Court Option*

Notwithstanding anything else herein to the contrary, provided claimant has satisfied the provisions of Section 15(a), Customer or American may pursue an individual claim against the other through a small claims court action, providing the amount at issue is less than (i) \$10,000 or (ii) the applicable jurisdiction limit of the small claims court, **whichever is lower**.

d. *Choice of Law*

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. Customer acknowledges that American has its principal place of business in California and Customer acknowledges and agrees that Customer is transacting business in the State of California. **Notwithstanding the immediately foregoing sentence, the enforceability of the parties' agreement to arbitrate, as specified in Section 15, shall be governed by and interpreted exclusively under the Federal Arbitration Act.**

16. *Limitation on Time to Bring Any Claim:*

Except where the law prescribes a shorter applicable statute of limitation, or prohibits shortening the otherwise applicable longer statute of limitations, any claim or legal action of any kind arising in connection with or relating in any way to purchases from or sales to American, or any other conduct of American, **must be brought within one year** after the purchase or sale or other event giving rise to the claim or legal action. Notwithstanding the immediately preceding sentence, if the statute of limitations applicable to the claim has a "discovery rule," whereby accrual of the claim is deferred, which is applicable to one or more claims, then the one-year (or shorter, if applicable) limitation period specified herein shall begin running from the date of accrual for such claim or claims as determined by such law. If this clause is determined to be unenforceable as to any particular claim or claims under applicable law, it shall remain fully enforceable as to all other claims.

17. *Miscellaneous:*

a. *Entire Agreement*

This Agreement constitutes the entire agreement and understanding between American and Customer with respect to the matters set forth herein, and supersedes and replaces any prior or contemporaneous agreements and understandings, whether oral or written, between or among them with respect to such matters. Customer 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 17 shall be effective only in the specific instances and for the specific purpose for which it is 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.

b. Amendments by American.

Customer hereby further agrees that American may amend this Agreement at any time, and from time to time; that American may give notice to Customer of any amendment by mailing a copy of the amended Agreement to customer, and that following such mailing, this Agreement as so amended shall govern any succeeding transactions between Customer and American.

c. 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, postage prepaid, or when delivered by UPS or other reputable delivery service (e.g., Federal Express. 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.

d. 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.

e. Force Majeure.

American shall not be liable for any loss caused directly or indirectly by any government 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.

f. 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.

g. 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 electronically, by facsimile, or any other generally accepted method for signifying agreement, and such signature shall be deemed binding on the parties as if it were an original wet-ink signature.

h. 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.

i. 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 : US BANK - 800 Nicollet Mall Minneapolis, MN 55402
ABA NUMBER : 122235821
ACCOUNT NUMBER : 157536388463- American Bullion, Inc

All funds must be payable to American Bullion, Inc.

Ownership and Limitations on Use of Website and Materials

The sole owner of the American Bullion Shipping and Transaction Agreement documents (collectively, the "Account Documents") as well as the website (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.