

Terms and Conditions

These terms and conditions including the Privacy Policy which is incorporated by reference as if fully set forth herein shall be legally binding on all customers who access astorgalleries.com ("Our Website") or otherwise engage in a "Transaction" with us as that term is defined below and shall inure to the benefit of Astor Galleries (Company") and Company's successors and assigns AND SUPERSEDE AND REPLACE ANY INCONSISTENT STATEMENT IN ANY OF OUR MATERIALS, ADVERTISEMENTS, OR WEBSITES.

1. Definitions.

The terms "you" and "yours" refer to the person or entity offering an item(s) for purchase and/or sending any item(s) containing precious metals [gold, platinum, silver, or any combination thereof, referred to as "Merchandise"] to Company for sale and purchase, as well as accessing or using Our Websites, Request A Kit and providing us with your personal information [collectively hereinafter referred to as "Transactions"]. "We", "our", and "us" refer to Company (through any of its divisions, or affiliates) and its employees, agents, members, owners, directors, officers, successors and assigns.

2. Descriptions of Your Merchandise.

You will receive a Customer Return Form in your Request A Kit. You are welcome to list the Merchandise that you send to us on the Customer Return Form and send the Form back to us along with your Merchandise.

3. Shipping Your Merchandise.

Except for Merchandise sent to us using a Company generated pre-paid shipping label, we will have no liability for any Merchandise while in transit or otherwise in the possession or custody of any party other than us, including, without limitation, any common carrier (i.e., FedEx, UPS, USPS, etc.) or delivery service ("Carrier").

If you decide to arrange for you own shipping, you shall be solely responsible for shipping costs and any related insurance and assume any and all risk of loss for your Merchandise. You must not ship hazardous or illegal materials and your shipment must otherwise comply with applicable state and federal laws.

Weight and Size Restrictions Policy

If you use the flat rate packing materials we provide you, if it fits, it ships in the US up to 70 lbs. If you need a bigger box, or if you choose to use your own packing materials you must supply the dimensions and weight of your package and you must contact info@astorgalleries.com and request approval prior to shipping your package. If you fail to receive approval, we will have no liability for any Merchandise while in transit and you will be responsible for any return shipping costs.

4. Loss Guarantee and Insurance.

If you send us Merchandise using a Company generated pre-paid label and obtain a receipt and tracking number from a staffed USPS location or USPS driver, we guarantee your package, whether to or from the Company, against loss or damage up to the lesser of either the fair market value of your Merchandise as determined by us in our sole discretion or \$1000.

If you believe your Merchandise has been lost or damaged, you must file a claim with us within 15 days of the date the Merchandise was sent. To file a claim you must have your USPS receipt and tracking number, please email info@astorgalleries.com or call (800) 784-7876. Your Merchandise may also be insured for a higher amount. You must call us first at (800) 784-7876, receive written approval and follow all the instructions and procedures prior to shipment of your Merchandise.

In the event of a loss, we [or the insurer if it is an insured loss] will in our sole discretion, either (a) replace your Merchandise with goods of like kind, quality, and condition or (b) reimburse you up to the fair market value of the Merchandise.

5. Valuing Your Precious Metals Merchandise.

We will assess the value of your precious metals Merchandise using a calculation based on the price of the applicable precious metal (gold, silver, platinum, etc.) on the day prior to the day we process your Merchandise and a formula based on the purity and weight of the Merchandise, and any other factor that we deem to be appropriate. We do not provide written appraisals. When we receive Merchandise that is knotted and/or tangled and requires extraordinary effort to evaluate, we reserve the right to use an estimate to calculate the purity and weight of the Merchandises.

6. Accepting Our Offer.

After our determination of the amount of our offer for your Merchandise, we will notify you of the offer by sending you (a) an email, (b) USPS mail, and/or (c) provide an offer via telephone. You must accept our offer within 5 business days or, for your convenience we will deem the offer accepted and issue payment to you according to the method you selected.

7. Rejecting Our Offer.

Please call (800) 784-7876, or email us at info@astorgalleries.com to reject your offer. We will need to confirm the return address on your account to ensure the safe delivery of your items. In addition, we reserve the right to make a new offer or return your Merchandise to you in accordance with our Return Policy.

8. Return Policy: Satisfaction Guarantee.

If you reject our offer, you must call us at (800) 784-7876 or email us at info@astorgalleries.com so we may confirm your return address to ensure your items are returned to you safely and securely. We will then return your Merchandise to you via the Carrier of our choosing at our expense [unless package exceeds weight and size restrictions, see paragraph 3]. We will provide a tracking number and require a signature upon delivery. If you choose to receive your Merchandise without signature, we will not be responsible for loss or damage. Upon delivery of returned Merchandise by the Carrier as indicated by the Carrier records, the Company assumes no further liability as to the loss of the Merchandise. You must notify us immediately of any change of address. We will not be responsible for the loss of your Merchandise if the Carrier is unable to deliver to the address on file.

If the carrier fails to deliver your Merchandise and returns it to us, we will consider it abandoned and discard it unless you claim it within 90 days of the date we first attempted to mail your Merchandise back to you.

If you are not 100% satisfied with your Transaction or change your mind within three [3] days from the date of payment, you may rescind the Transaction by completing our rescission form and returning your Payment within five [5] days of notifying us of your rescission. We will then return your merchandise to you. To take advantage of this Satisfaction Guarantee, you must contact the customer support team via email at info@astorgalleries.com or by calling (800) 784-7876 within three [3] days of the date Payment is issued.

9. Payment.

You can select one of the following methods of payment for your Merchandise ["Payment"]:

- Company Check
- PayPal™

After your acceptance of our offer, we will issue Payment to you within two [2] business days in accordance with the Payment method you selected. If you did not select a method or if you provide us with incorrect or incomplete Payment information, we will issue the Payment by Company check, before we issue Payment for your items, we may verify the personal and payment information submitted through a national provider of personal identification verification services. If we are not able to verify your information, we may ask you for additional information or documentation, which may delay Payment.

Please note that you are responsible for any third-party transaction fees relating to any Payments made by us to you or if you select to send money back to us. This includes, but is not limited to, fees associated with ACH payments, PayPal transfers and other similar payment methods. It is your responsibility to determine and accept any such third-party fees prior to requesting your method of Payment. Additional Requirements may apply depending on Payment method.

10. Referral Program.

If you refer a friend or family member to the Company, we will pay you 5% of the accepted offer amount (up to \$250) on their first Transaction with us. Payouts will be awarded 14 days after the referred customer has accepted their payment from us. You can refer multiple customers, but we will payout only once per new customer referred. Referrals involving existing customers, i.e., customers that have previously transacted business with the Company, are not eligible for payouts.

11. Limitations on Promotions.

Promotions and bonuses are only redeemable once per customer per Transaction and may not be combined. Promotion benefits will not be awarded unless your Merchandise contains precious metal value.

12. Electronic Communication and Signature.

You consent to receive communications electronically from the Company, Specifically, you agree and consent to be contacted by us, our agents, employees, and affiliates through the use of email, instant messaging or live chat, and/or telephone calls and/or SMS/MMS text messages to your cellular, home or work numbers, as well as any other telephone number you have provided to us, including the use of automatic telephone dialing systems, autodialers, or an artificial or prerecorded voice. You may unsubscribe to our marketing emails at any time, however, you may not opt out of Transaction

related emails. Telephone conversations with our employees, agents and independent contractors may be monitored and/or recorded.

If you have provided us with an email address, you agree that any notices required by applicable federal or state law may be delivered electronically, to the extent permitted by law. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirements that such communications be in writing. For purposes of a Transaction, you agree that by clicking or selecting a button or icon on Our Website, relating to any agreement, acknowledgment, consent, terms, disclosures or these terms and conditions, such selection constitutes your signature, acceptance and agreement as if actually signed by you in writing.

13. Limitation of Liability.

BY AGREEING TO THESE TERMS AND CONDITIONS AND/OR ENGAGING IN A TRANSACTION WITH US, YOU AGREE AND UNDERSTAND THAT THE LEGAL LIMIT OF OUR LIABILITY TO YOU FOR ANY CLAIM, LAWSUIT, ACTION, DISPUTE, CONTROVERSY OR OTHER MATTER YOU MAY ASSERT AGAINST US FOR LOST, DAMAGED, OR DESTROYED MERCHANDISE SHALL NOT EXCEED THE LESSER OF THE FAIR MARKET VALUE OF YOUR MERCHANDISE AS DETERMINED BY US OR \$1,000 PER TRANSACTION. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE LIABLE FOR (A) ANY MONETARY, INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE, OR OTHER SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST INCOME, REVENUE, PROFIT OR OPPORTUNITY, WHETHER OR NOT FORESEEABLE AND HOWEVER ARISING AND WHETHER BASED IN CONTRACT, EQUITY, TORT, STATUTE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; OR (B) CLAIMS, DEMANDS, OR ACTIONS FOR ANY SUBROGATION CLAIM BROUGHT BY YOUR INSURANCE CARRIER, AND YOU EXPRESSLY AND SPECIFICALLY WAIVE ANY SUBROGATION CLAIM ON YOUR BEHALF AS WELL AS ON BEHALF OF YOUR INSURANCE CARRIER. WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATION OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT ARE NOT EXPRESSLY STATED HEREIN. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE DISCLAIM ALL, AND WILL NOT HAVE NOR ASSUME ANY LIABILITY, WHETHER ARISING IN CONNECTION WITH A TRANSACTION, THE USE OF OUR SERVICE, OUR WEBSITE(S) OR ANY MATERIALS PROVIDED BY US, THE LOSS OF ANY MERCHANDISE, OR FOR ANY OTHER REASON, INCLUDING, WITHOUT LIMITATION, OUR OWN INTENTIONAL, ACCIDENTAL OR NEGLIGENT ACTS OR OMISSIONS.

14. Indemnification.

You agree to and will indemnify, defend and hold us harmless from and against any and all claims, lawsuits, investigations, disputes, controversies, judgments, liabilities, obligations and damages relating to or arising out of any (A) Transactions with us, (B) any noncompliance with these Terms and Conditions, or (C) the title to, ownership of or lien on any Merchandise offered for sale, sold or purported or arranged to be sold by you to us.

15. Ownership of Merchandise

You agree and warrant that (2) you are at least eighteen (18) years of age; (2) you have good and marketable title to the Merchandise you send to us; (3) you have full authority to sell and transfer said Merchandise; (4) you are the actual legal owner of any and all Merchandise offered to be sold to us; (5) you are acting on your own behalf, and not as another's agent or representative; (6) the Merchandise is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever; (7) your description of the Merchandise in the shipping materials you provide to us (if any) is accurate and complete; (8) your possession of the Merchandise is not from, or the result of, illegal activity in this country or any other country; (9) any Transaction initiated by you will not cause or result in violation of any anti-money laundering, anti-terrorism, or other applicable law of the U.S., any state or any foreign country by you or us; and (10) you will provide any documentation and/or information reasonably requested by us in connection with or related to you, the foregoing, the Merchandise or the Transaction.

16. Compliance with State and Federal Regulations.

The Company is licensed in the State of New York and is governed by New York law, including without limitation, Chapter 296 §§ 296-6 et seq, New York law requires us to obtain, record and, under certain circumstances, verify certain personal information from you in order to process or engage in any Transaction with you. Such information includes your name, address, telephone number, email address, driver's license number or other government-issued identification number and other identifying information provided by you is true and correct and that you are the lawful owner of the Merchandise with absolute authority to sell the Merchandise.

COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO TERMINATE A TRANSACTION. IF WE TERMINATE THE TRANSACTION, WE WILL SHIP YOUR MERCHANDISE BACK TO YOU WITHIN 5 BUSINESS DAYS VIA THE SHIPPING METHOD OF OUR CHOICE.

In addition, we have an anti-money laundering compliance program under the USA PATRIOT Act and are required to report certain types of transactions to the IRS and/or the U.S. Department of Treasury. Such reporting obligations may include but are not limited to IRS Form 1099-B Form 8300, or Suspicious Activity Reports. You may be asked for information to help us comply with our AML program and/or applicable reporting requirements and are required to do so in order to complete and Transaction.

We reserve the right to disclose your personally identifiable information upon request by a law enforcement and/or governmental agency, as required by law or when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order or legal process.

17. Miscellaneous.

Any time frame set forth above may be extended in our discretion with or without notice to you in the event that we encounter technical difficulties concerning Our Website or otherwise, or encounter any other delays attributable to acts of God, including but not limited to fires, hurricanes, and other weather events.

Headings in these Terms and Conditions are for convenience only and shall not be used to interpret or construe that same. The invalidity, in whole or in part, of any provision of these Terms and Conditions shall not affect the validity of the remainder of the provisions of the Terms and Conditions.

18. Governing Law.

All transactions and services with Company shall be deemed to occur in the State of New York and regulated thereby, regardless of where you may reside, be situated or access Our Website. The Transactions, services and all claims or causes of actions shall be governed, construed and enforced in accordance with New York law and applicable federal law, in accordance with the laws of the State of New York without reference to or application of New York's conflict of law principles.

19. Waiver of Jury Trial; Choice of Forum.

IF ANY CLAIM, ACTION OR LAWSUIT ARISES BETWEEN YOU AND THE COMPANY, YOU EXPRESSLY (A) WAIVE YOUR RIGHT TO A JURY TRIAL; AND (B) CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF EITHER THE STATE OR FEDERAL COURTS LOCATED IN ALBANY, NEW YORK and you expressly agree that any such Court has personal jurisdiction over you. You waive all defenses of lack of personal jurisdiction and forum non-conveniens.

Company reserves the right to modify, alter or update these terms at any time. Such modifications shall be effective immediately upon posting. By continuing to use Our Website after we have posted such modifications or updates, you agree to be bound by the terms as revised.