



**SHIPPING AND ACCOUNT AGREEMENT**

**Client's Information**

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

**1. DEFINITIONS.**

- A. **PRECIOUS METALS.** The term "Precious Metals" as used in this Agreement means any precious metal, in any form, that is the subject of a transaction between RC Bullion, LLC, and Client, including, but not limited to, bullion bars and coins, semi-numismatic coins and bars, and numismatic coins and bars.
- B. **BUSINESS DAY.** The term "Business Day" as used in this Agreement means a day other than a Saturday or Sunday, or a day on which banks in the State of California are authorized or required by law to close.
- C. **PURCHASE FUNDS.** The term "Purchase Funds" as used in this Agreement means money or other financial resources used to buy Precious Metals.
- D. **IRA.** The term "IRA" as used in this Agreement stands for Individual Retirement Account.

2. **CLIENT'S INFORMATION.** Client agrees that RC Bullion, LLC, may use Client's email address and/or telephone numbers, regardless of whether such telephone numbers appear on the "National Do Not Call Registry," to contact Client about the transaction and/or other administrative purposes. RC Bullion, LLC, will not release Client's information to third parties without Client's express or implied consent.

3. **NOTICES.** Any notices required or permitted to be given by this Agreement shall be deemed to be given on the date of mailing. All notices must be mailed 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, by certified first class mail, return receipt requested, and postage prepaid, or by Federal Express or other reputable delivery services, including, but not limited to, UPS.

**4. PAYMENT FOR PRECIOUS METALS PURCHASED.**

- A. **DELIVERY OF PURCHASE FUNDS.** Within 1 (one) Business Day of Client's placement of any order with RC Bullion, LLC, for Precious Metals, Client must deliver Purchase Funds to cover all such items purchased. Purchase Funds may be delivered to RC Bullion, LLC, by wire transfer, personal check, or cashiers' check. All payment should be made payable to RC Bullion, LLC.
- B. **FAILURE TO DELIVER PURCHASE FUNDS.** If Client fails to provide the Purchase Funds within 2 (two) Business Days of Client's placement of the order, RC Bullion, LLC, at its sole discretion, may cancel the transaction and resell such Precious Metals on a wholesale basis. If the proceeds from such resale are less than the purchase price Client agreed to pay under this Agreement, RC Bullion, LLC, shall be entitled to recover from Client the difference between the resale price and such purchase price, plus any incidental damages arising from or due to such breach by Client. If the proceeds from such resale are greater than the purchase price, RC Bullion, LLC, shall be entitled to keep the excess amount as liquidated damages, given that the amount of actual damages under such circumstances would be too speculative to calculate. Client agrees that such damages are a reasonable forecast.

5. **PURCHASE PRICE.** The sale price of the Precious Metals in a transaction will include RC Bullion, LLC's operating margin on the transaction, defined as RC Bullion, LLC's approximate acquiring cost of the Precious Metals and the price Client pays. The operating margin may be subject to negotiation and may be more or less than the operating margin quoted to others in similar transactions on the same day or other trading days, or charged to the Client in prior or future transactions. RC Bullion, LLC's operating margin quoted to the Client for most common bullion products (Canadian Maple Leaf, American Eagle, bars, etc.) is typically 10% (ten) for cash and IRA purchases. This may vary by the quantity, availability, and the market timing in a transaction of the Precious Metals. Operating margin on coins with semi-numismatic or numismatic value and rare coins (Morgan Dollars, Saint Gaudens, all other graded coins, etc.) is usually 25% (twenty-five). This also varies depending on the type, rarity, and quality of the Precious Metal. These are approximate numbers, and represent a general range of a typical

transaction. The actual operating margin on any particular transaction can be any amount usually within, but also could be outside this range. It is Client's responsibility to verify the operating margin with their account executives before their orders are placed. Client will agree to and authorize all purchases verbally and/or in writing. Authorizations include, but are not limited to, item, sale price, and quantity. The approximate cost and the buyback price for a product may be different from each other depending on market conditions and RC Bullion, LLC's inventory. A shipping and insurance fee will be charged for each order shipped.

## 6. DELIVERY OF PRECIOUS METALS.

- A. **DELIVERY REQUIREMENTS.** After RC Bullion, LLC, verifies that the Purchase Funds provided have been processed and cleared, RC Bullion, LLC, shall deliver the Precious Metals specified in, and purchased by, Client's order to a suitable delivery service for delivery to Client. For payments by personal check, it may take up to 10 (ten) Business Days for verification. RC Bullion, LLC, alone shall determine the appropriate means to deliver to Client Precious Metals purchased, but RC Bullion, LLC, shall use only reputable and nationally recognized delivery services to deliver the Precious Metals.
- B. **LOCATION OF DELIVERY.** Unless otherwise specified in writing at the time of Client's order, RC Bullion, LLC, shall cause all items of Precious Metals so purchased and paid for to be delivered to Client's address as set forth in this Agreement.
- C. **UNDELIVERED PRECIOUS METALS.** If any Precious Metals ordered by Client are lost prior to delivery or are not received by Client, then Client must immediately send written notice to RC Bullion, LLC, 9663 Santa Monica Blvd. Suite 499, Beverly Hills, CA 90210. If RC Bullion, LLC, verifies through its delivery service that Client's Precious Metals were lost prior to delivery or never delivered, RC Bullion, LLC, shall in its sole discretion, within 60 (sixty) days of such verification, either refund to Client the full purchase price or replace the lost or undelivered items with Precious Metals of the same denomination/type and grade.
- D. **CLIENT'S FAILURE TO ACCEPT DELIVERY OF PRECIOUS METALS.** If Client refuses to accept delivery of Precious Metals ordered, RC Bullion, LLC, at its sole discretion, may cancel the transaction and resell such Precious Metals on a wholesale basis. If the proceeds from such resale are less than the purchase price Client agreed to pay under this Agreement, RC Bullion, LLC, shall be entitled to recover from Client the difference between the resale price and such purchase price, plus any incidental damages arising from or due to such breach by Client. If the proceeds from such resale are greater than the purchase price, RC Bullion, LLC, shall be entitled to keep the excess amount as liquidated damages, given that the amount of actual damages under such circumstances would be too speculative to calculate. Client agrees that such damages are a reasonable forecast.
- E. **POST-DELIVERY OF PRECIOUS METALS.** RC Bullion, LLC, assumes no responsibility for any order of Precious Metals that are lost after delivery to Client.
- F. **RC BULLION'S LIMITED WARRANTY.** RC Bullion, LLC, represents and warrants that, upon the delivery of Purchase Funds as provided herein and subject to the other provisions provided herein, RC Bullion, LLC, will facilitate delivery to Client of the denomination/type and grade of Precious Metals specified in Client's order, as classified and/or graded by one of the following independent grading services: Numismatic Guaranty Corporation of America, ANACS, Professional Coin Grading Service, Inc., and/or any independent grading service of similar standing. This is the only warranty that RC Bullion, LLC, provides and that Client may rely upon in purchasing Precious Metals from or selling Precious Metals to RC Bullion, LLC. Neither RC Bullion, LLC, nor any of its officers, agents, employees, account executives, or other representatives is authorized to make any other warranties concerning any Precious Metals that RC Bullion, LLC, is selling or purchasing under this Agreement.
- G. **PRECIOUS METALS PURCHASED FROM CLIENT.** RC Bullion, LLC, assumes no risk of loss for any Precious Metals items purchased from Client unless such items are delivered to, and accepted by, an authorized representative of RC Bullion.

## 7. REFUND POLICY.

All sales under this Agreement are final, which means that any purchased items cannot be exchanged or returned for a refund, except as follows:

- A. **COLLECTIBLE OR NUMISMATIC COINS OR BARS.** Client agrees to carefully inspect each delivery of Precious Metals items that Client orders from RC Bullion, LLC. If Client is dissatisfied with the quality of a Collectible or Numismatic coin or bar for any reason, Client should immediately send written notice to RC Bullion, LLC, 9663 Santa Monica Blvd. Suite 499, Beverly Hills, CA 90210. If Client notifies RC Bullion, LLC, in writing of its dissatisfaction and returns the Collectible or Numismatic coin or bar in question within 15 (fifteen) days of delivery of such item(s), then RC Bullion, LLC, in its sole discretion, will either replace the Collectible or Numismatic coin or bar with any other Collectible or Numismatic coin or bar of equal or greater value, or RC Bullion, LLC, will return Client's Purchase Funds and void that particular transaction. This provision, however, is contingent on the returned Collectible or Numismatic coin or bar not being removed from his original holder and being in the same condition as when it was shipped by RC Bullion, LLC. If a transaction is voided, RC Bullion, LLC, may charge Client a 1% (one) restocking fee for restocking, insurance, and handling.
- B. **COUNTERFEIT COINS.** RC Bullion, LLC, shall not be obliged to accept returns of any coins it has sold hereunder for refund other than counterfeit coins that are returned to RC Bullion, LLC, in their original holders within 6 (six) months of purchase. RC Bullion, LLC's liability to Client shall be limited to, at RC Bullion, LLC's sole discretion, either the replacement of the coins or the return of Client's Purchase Funds plus the voiding of that particular transaction. RC Bullion, LLC, hereby expressly disclaims any further liability to Client as a result of the purchase of the counterfeit coin, including, but not limited to, any liability for special or consequential damages or lost profits. RC Bullion, LLC, is not liable in any event for a replacement or refund of Client's Purchase Funds for any counterfeit coins purchased by Client more than 6 (six) months after the original purchase, regardless of when Client became aware of the possible claim.
- C. **BULLION.** All bullion transactions are final unless the purchased bullion item is proven to be false by a competent authority accepted as such by both RC Bullion, LLC, and Client.

## 8. REPURCHASES POLICY.

- A. **REPURCHASES NOT GUARANTEED.** In accordance with California law, RC Bullion, LLC, does not guarantee the repurchase of Precious Metals that RC Bullion, LLC, sells. It is, however, RC Bullion, LLC's policy to offer its Clients a repurchase price, subject to market conditions and fluctuations. Further, RC Bullion, LLC's repurchase offer 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. RC Bullion, LLC, does not guarantee that any repurchase offer will equal the price that RC Bullion, LLC, 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. Clients are not required to sell the Precious Metals back to RC Bullion, LLC, and are encouraged to seek the highest price for their metals on the open market, Internet, or through other reputable dealers.
- B. **REPURCHASE REQUIREMENTS.** Precious Metals are a long-term investment strategy with a recommended holding period of 3-5 (three to five) years, or longer. To discourage short-term trading and speculation, RC Bullion, LLC, generally does not offer a repurchase price, unless Client's metals have been held for a minimum of 3 (three) years. The buyer may, however, sell at any time on the open market and holds RC Bullion, LLC, harmless for any transaction unrelated to RC Bullion, LLC.

## 9. INVESTMENT RISKS & DECISIONS.

- A. **INVESTMENT RISKS.** Client acknowledges that purchases and sales of Precious Metals involve considerable risk. Market prices are at times volatile and may be affected by a variety of factors including, among others, general economic conditions, political events, monetary policies of various countries, fluctuations in production and demand, stock-piles, 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 prices. Client acknowledges and agrees that Client assumes the risk of all investment decisions regarding any and all Precious Metals the Client purchases from RC Bullion, LLC, and RC Bullion, LLC, makes no guarantee or representation regarding Client's ability to profit (or avoid loss) from any purchase or any representation regarding any tax implications of any purchase and the decision to purchase or sell Precious Metals. Any purchases from RC Bullion, LLC, are made subject to Client's own prudence, judgment, and ultimate decision. Client expressly acknowledges and agrees to hold RC Bullion, LLC, harmless for any damages arising out of the performance of this Agreement.
- B. **PAST PERFORMANCE.** Client understands that past performance cannot be an indicative of future results.
- C. **SPOT PRICES.** Client acknowledges that the spot prices of Precious Metals do not necessarily move in tandem with the products that Client purchases, meaning that the spot price and the liquidation value of the Precious Metals purchased by the Client under this Agreement may perform differently from one another.
- D. **NO ADVICE TO CLIENT.** RC Bullion, LLC, does not provide tax, investment, or legal advice or advisory services, and no one associated with RC Bullion, LLC, is authorized to provide any such advice or services. Any written or oral statements by RC Bullion, LLC, its officers, agents, account executives, or other representatives relating to future events or the attributes of certain Precious Metals are opinions only. Such statements, if any, are not representations of fact, or express or implied warranties. Further, RC Bullion, LLC's account executives are not licensed brokers and their knowledge of Precious Metals and the Precious Metals marketplace may vary significantly, and such executives' earnings are based on the amount of sales they generate.
10. **CLIENT QUOTES.** Client may request that RC Bullion, LLC, provide a quote on Client's Precious Metals holdings at any time. Because RC Bullion, LLC's "bid" (buy from a client) and "ask" (sell to a client) quotes vary, if Client requests such a quote, Client must specify whether Client looks to purchase additional Precious Metals or to sell existing holdings. RC Bullion, LLC, 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.
11. **CLASSIFICATION OF PRECIOUS METALS.** Whether or not a Precious Metal item is classified by RC Bullion, LLC, as Bullion, semi-numismatic, or numismatic may depend upon a number of factors, objective and subjective. Such factors 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 RC Bullion, LLC, believes may be relevant. Client acknowledges that RC Bullion, LLC's classification of Precious Metals is only an opinion and may change over time (e.g. if additional quantities of the item are discovered). In addition, in light of the inherent subjective nature of this classification process, other dealers or investors may classify the same Precious Metal item differently. RC Bullion, LLC's prices and spreads are based on its classification determination.
12. **GRADING OF PRECIOUS METALS.** RC Bullion, LLC, may purchase Precious Metals for resale to its clients. RC Bullion, LLC, will rely upon the opinions of independent grading services, such as Numismatic Guaranty Corporation of America, ANACS, and/or the Professional Coin Grading Service, Inc. RC Bullion, LLC, does not guarantee that the coins it sells will achieve the same grades from any independent grading service in the future, especially since grading is a subjective process and 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.
13. **DISCLAIMER OF WARRANTIES.** Except as set forth in Section 7 ("Refund Policy"), the Precious Metals sold pursuant to this Agreement by RC Bullion, LLC, are sold on an "as is" basis. RC Bullion, LLC, makes no warranties, express or implied, and specifically disclaims any

warranty of merchantability and/or fitness for a particular use.

14. **INVESTMENT BY IRAS.** RC Bullion, LLC, makes no representations regarding the tax consequences of holding Precious Metals as an investment in an IRA. Client expressly acknowledges that Client has been advised to seek independent tax advice from a qualified professional regarding the tax consequences of such an investment. Further, holding Precious Metals as an investment in an IRA will result in additional fees charged by Third Parties, such as depositary and custodial fees, which would be charged directly to the Client by such Third Parties. There are no written requirements or proven methods regarding how much or what percentage of Client's retirement accounts should be invested in Precious Metals. Client is entitled to transfer or rollover any portion of Client's exiting IRA or former 401(K) into a Precious Metals IRA pertaining to Client's financial needs.
15. **FORCE MAJEURE.** RC Bullion, LLC, shall not be liable for any loss caused directly or indirectly by any exchange or market ruling, government restriction, or any "force majeure" event, including, but not limited to, 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 RC Bullion, LLC's internal computer systems, labor shortage or dispute, governmental acts, or any other cause beyond the reasonable control of RC Bullion, LLC.
16. **LIMITATION OF LIABILITY.** RC Bullion, LLC, shall not in any event, notwithstanding any fault, negligence, or strict liability, have any obligation or liability, whether in tort, contract, warranty, or otherwise, for any indirect, incidental, special, or consequential damages sustained from, arising from, or related to any transaction covered by this Agreement, even if RC Bullion, LLC, was advised of the possibility of such damages. RC Bullion, LLC's liability to Client for any reason and upon any claims shall at all times be limited to the amount actually paid by Client for the Precious Metals in dispute.
17. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California, regardless of the time, manner, or location of delivery or receipt of acceptance of this Agreement.
18. **ARBITRATION.** Any matters of dispute and/or all claims arising from this Agreement will be held in a private court of arbitration. Any and all claims will be brought in an individual or entity capacity, and not as a class member. Further, Client hereby submits to personal jurisdiction in Los Angeles, California, for any dispute, claim, or controversy arising out of or related to this Agreement.
19. **CONFIDENTIALITY OF CLAIMS.** Any dispute, testimony, and documents produced, or outcome of the arbitration, shall remain confidential. Any breach of this confidentiality clause shall entitle the non-breaching party to seek injunctive relief and/or compensatory damages from the arbitration panel or any court having competent jurisdiction.
20. **ENTIRE AGREEMENT.** This Agreement contains the entire, integrated agreement of the parties, and there are no other contradictory promises or conditions in any other agreement, whether oral or written.
21. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
22. **REASONABLENESS.** Client has carefully read and considered the individual and expressly written paragraphs in this Agreement and, by having done so, agrees that the restrictions set forth herein are fair and reasonable, and are reasonably required for the protection of RC Bullion, LLC's business interests.
23. **WAIVER.** No waiver of any provision of this Agreement shall be valid, unless the waiver is in writing and signed by the party against whom such waiver is sought to be enforced. Moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement.

**AS EVIDENCED BY MY SIGNATURE BELOW, I HEREBY ACKNOWLEDGE THAT I READ, UNDERSTOOD, AND AGREE TO ALL OF THE TERMS SET FORTH IN THIS AGREEMENT.**

**Client's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_