

# SHIPPING INSURANCE AND ACCOUNT AGREEMENT

_____	
<b>Customer's Name</b>	
_____	Storage Account <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Street Address</b>	
_____	( )
<b>City / State / Zip</b>	<b>Daytime Phone</b>

In consideration of this and future transaction(s) between Certified Gold Exchange, Inc. (CGE), an "S" corporation based in Texas and Customer, Customer represents that Customer's name and address are as indicated above and agrees as follows:

- 1. Dispute Resolution:** CGE has never been sued or had arbitration in 31 years of business. CGE encourages Customers to contact us immediately with any issues. If we do not agree on the solution, CGE and Customer agree to resolve all matters by mandatory, binding arbitration with Alternative Resolution Center (ARC) low-cost program via phone or online meetings for client convenience. CGE and the Customer agree to abide by this contract and the ARC arbitration decision. If any additional legal proceedings are necessary, the Customer consents that the sole jurisdiction venue shall be held in Texas only.
- 2. Delivery:** Your purchase will be shipped between seven (7) and ten (10) business days after CGE has received full payment. For payments by check, this will occur when the check clears our bank. CGE will choose the method of delivery and fully insure all orders. If the event items purchased from CGE are lost in transit from CGE to Customer, CGE will either refund the full purchase price or replace the items with identical ones when attention is brought to CGE within sixty (60) days of shipping or after investigation.
- 3. Customer Remedies:** CGE has never had a claim of counterfeit products. If a claim of counterfeit or damaged items is made, it must be within thirty (30) days of receiving your purchase. If a claim is verified by any nationally recognized, third-party dealer, a full exchange will be made. CGE will either refund the full purchase price or replace the item(s) at our choice. CGE has never refused to buy back at the current market rate when clients have sold in the past and is willing to consider buy-backs in the future, and in fact, encourages Customers to come to CGE first. However, we are prohibited CGE from guaranteeing that it will repurchase any item.
- 4. Risk:** The Customer assumes the risk of all decisions regarding all purchased items. CGE makes no guarantee or representation regarding the Customer's ability to profit from any purchase or any representation regarding tax implications of any purchase. Under no circumstances shall CGE or its employees be held liable for any direct or indirect damages arising from a Customer's purchase. There are no managed accounts at CGE, and the Customer alone decides what items to buy and when to buy or sell them. The footer (bottom) of every page on our website has a list of precious metals investment risks.
- 5. Purchase Price:** Mark-up from our wholesale purchase price (what we paid) to client's retail price on both bullion and rare or collector items will be between 6.5% and 17.5%, but never exceed that. Buy/sell spread: CGE is a large volume discounter and will check the other 6 major online discounters on the day of client purchase and beat the others' selling price automatically. Read CGE's full policy and price match plus guarantee and a list of the online discount sellers we agree to beat at <https://certifiedgoldexchange.com/price-guarantee-terms-and-conditions/>. CGE is a market beater, not a market maker. Customers agree CGE cannot control the buy/sell spreads of other firms or the precious metals market.
- 6. Holding Period:** Bullion and all metals should be considered a long-term hold. Customers should be prepared to hold their purchases for at least three (3) to five (5) years and should not invest more than twenty (20) percent of their available capital in these items. We cannot guarantee that holding precious metals long-term will result in a profit. Because of the volatility and unpredictability of this market, precious metals are not suitable investments for anyone seeking current income.
- 7. Permission to Contact:** By signing this agreement, you hereby expressly authorize only Certified Gold Exchange, Inc. to telephone you at the number(s) provided above, irrespective of whether or not your telephone number appears in the national "Do Not Call" registry. The Customer may demand no further contact at any time. You also agree that we can record and save all calls. We only contact parties that have first contacted us with interest in our products or services.
- 8. Cancellation:** All sales are final. However, once payment has been received, there are no cancellations but, you can ask to sell your metals back onto the open market at any time, and CGE will always search out the highest buy price from major US dealers and attempt to beat that price. Any cancellation of any item before payment is received is subject to a 6% fee plus any market fluctuations from the time the order was confirmed.
- 9. CGE Not Investment Advisers:** Customer agrees that they are buying physical assets, not a registered investment product. You understand that CGE staff only deal in the buying and selling of precious metals. Our staff is not qualified to offer and does not offer any investment advice. Customers agree to hold harmless CGE and its staff for any loss resulting in their purchasing decisions. Past performance is never a solid indicator of future appreciation.
- 10. Miscellaneous:** Unless the parties agree otherwise in writing, the terms of this Account Agreement, as set forth above, shall govern the initial and any additional transactions between CGE and the Customer. If any provision of this Agreement is determined to be unenforceable, it shall be considered severed while the remaining terms of the Agreement remain in force.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I AM OF SOUND BODY & MIND, AND I HAVE READ, DO UNDERSTAND AND DO AGREE TO THE TERMS OF THIS AGREEMENT:**

DATE: \_\_\_\_\_ CUSTOMER'S SIGNATURE: \_\_\_\_\_