



Transaction Agreement
Substitute Delivery to
Authorized Facility

THIS DOCUMENT IS A LEGAL CONTRACT, SETTING FORTH THE TERMS AND CONDITIONS OF THE INVOICE, AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY. PLEASE READ IT VERY CAREFULLY.

THE CONDITIONS OF THIS AGREEMENT CONTAIN THE MUTUAL AGREEMENT TO REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ANY DISPUTES THAT MAY ARISE FROM THIS AGREEMENT, REPLACING AND WAIVING THE RIGHT TO RESOLVE THE DISPUTE IN A COURT OF LAW OR EQUITY INCLUSIVE OF JURY TRIALS OR CLASS ACTIONS SUITS.

PLACEMENT AND FULFILLMENT OF AN ORDER FOR PRODUCTS INVOLVING PRECIOUS METALS WITH SAFE HAVEN METAL LLC IS CONTINGENT ON YOUR AFFIRMATION THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THE TERMS AND CONDITIONS HEREIN. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION, COMPANY, TRUST, ENTITY OR GOVERNMENT, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ENTITY TO THESE TERMS AND CONDITIONS OF THIS AGREEMENT.

RECITALS

SAFE HAVEN METAL LLC, a California limited liability company (hereafter, "SHM") is engaged in the business of purchasing and selling Precious Metals and goods, we are not a mining company nor a Mint. SHM and you as the customer (hereafter "Customer") agree, that the terms set forth in this Transaction Agreement ("Agreement") shall govern this transaction between the Parties involving the purchase and sale of Precious Metals in any such form or quantity as designated on the Invoice.

This Agreement contains the standard terms and conditions applicable to all like purchase and sales transactions between SHM and its customers as to the type of Delivery noted in the upper right corner of this page. The specific details pertaining to the unique exact name, address, payment method, delivery dates, the details of a specific order and value of consideration exchanged, etc., is set out in the Invoice attached as page 1 of this Agreement to each specific Customer for a particular transaction. This Agreement is materially incorporated into each Invoice as referenced on the Invoice, and why this page is numbered 2.

The language used is intended to be more plain English and communicates legal ease by description of its intended meaning so that Customer understands, any non-use of legalese is not intended to not use the concept communicated by plain English, yet sometimes legalese is the only way to say something. As a result, this Agreement is a bit longer than it could have been, but with the aim that you understand all of it, not a fraction of it.

I understand that by initialing at each location where indicated herein this Agreement, that I am communicating that I have read and understood and have asked questions regarding anything I did not understand and now do understand, evidenced by my initials.

Initials _____

DEFINITIONS

I. **Definitions of particular words that appear capitalized when used herein:**¹

1. “Agreement” refers to this document in its entirety without reference to any outside materials, and sets forth the entirety of the terms and conditions binding upon the parties.
2. “**Bullion**” Platinum, gold or silver in the form of bars or other storage shapes, including coins and ingots.
3. “**Bullion Coin**” Precious metal coin traded at current bullion prices
4. “Cash Sale” or “Cash Transaction” is an industry term related to the method of payment by Customer, it does not mean literal physical paper money, but refers to the transfer of United States currency through bank to bank transactions and includes ACH transfers, wire transfers, and certified cashier’s checks. Due to Anti-Money Laundering regulations and for security for our clients, SHM DOES NOT ACCEPT ACTUAL PHYSICAL CASH NOR CREDIT CARD PAYMENTS.
5. “Customer” means the other party to this Agreement that is not SHM, it includes you, as either a person, trustee, company, LLC, corporation, government whatever the case may be.
6. “Customer’s Address” is as listed on the Invoice provided by Customer; SHM will not be shipping directly to Customer’s Address for actual physical deliver under this contract, if customer desires personal delivery then a different contract is required, this Agreement is only for Substitute Delivery as defined below.
7. “Good Funds” means the verified receipt of immediately available funds according to the applicable requirements of federal Regulation CC.
8. “Grading” is a highly detail oriented field of the evaluation, assessment and appraisal of Numismatic coins. A coin’s condition is graded on a scale of 1 to 70 by experts with specialized training using a rigid set of guidelines. Coins with a grade of 70 are considered flawless. This requires training and schooling and is done by companies that specialize in this field e.g., Professional Coin Grading Service, Inc., Numismatic Guaranty Corporation of America, and ANACAS
9. “Invoice” is the attached document titled **Invoice** that sets out the specifics as to Customer’s specific transaction and any details of the particular Precious Metal(s) involved and includes the total amount due as the Purchase Price.
10. “IRA Transactions” is an all inclusive term regarding any from of retirement savings account, inclusive of: 401(k); 403(b); 457(b); IRA (traditional, Roth, Simple, SEP); Pension plan; Tax-sheltered Annuity; and/or Thrift Savings Plan (TSP).
11. “**Mint**” A place where coins of a country are manufactured under government authority
12. “Non-IRA Transaction” is intended to exclude the named accounts in 10.
13. “**Numismatics**” The study and collecting of things that are used as money, including coins, tokens, paper bills, and medals (Learn more at numismatics.org; or American Numismatic Association money.org)
14. “Numismatic Gold” refers to collectible gold coins that hold more value than the spot or current market price of gold. The increased value is largely due to rarity, age, and other factors.

¹ Any defined word that is in **bold** was a definition taken directly from the U.S. Mint Glossary
<https://www.usmint.gov/learn/collecting-basics/glossary>

15. "Precious Metals" either plural or singular means, for purposes of this Agreement, any of the following Precious Metals: (palladium (Pd #46), silver (Ag #47), platinum (Pt #78), gold (Au #79)²) in any form, quality or quantity, derived from any location or Mint.
16. "Purchase Price" means the total amount listed on Invoice as all funds paid by or on behalf of Customer to SHM under this Agreement (or to another person at the request or direction of SHM), including, but not limited to, the sale price of a Precious Metal, an administrative charge or fee, assessment, deposit, dues, handling charge or fee, holding charge or fee, membership charge or fee, reservation charge or fee, or any charge, fee, or other payment made or paid in connection with the sale under this Agreement.
17. "Spot Price" is the price at which a physical commodity for immediate delivery is selling at a given time and place.
18. "Spread" is an industry term within the Precious Metals industry, that means the difference between a company's cost for the Precious Metals or goods purchased and the retail price quoted to Customer, that is known as the Spread. 10-9=1, 1 is the Spread.
19. "Substitute Delivery" means actual physical delivery of the items specified on the Invoice to: a financial institution; a depository, the warehouse receipts of which are recognized for delivery purposes for any commodity on a contract market designated by the Commodity Futures Trading Commission; or a storage facility licensed or regulated by the United States or any agency thereof. As required by California statute, Corp. Code, § 29531(b).
20. "Substitute Delivery Facility" or "Substitute Delivery Location" means any such location as specified in 19.

Any other words used herein are intended to mean their common accepted understanding, and any legal terms of art are intended to mean their common legal accepted understanding, words as defined above will be capitalized.

Initials _____

PAYMENT

II. Full Payment due within 5 days from Invoice, time is of the essence.

1. For Cash Transactions with Substitute Delivery to approved third party as specified below in paragraph 3, Customer shall ensure that payment has been made in full in Good Funds as to the amount listed in the Invoice and due to SHM within five (5) days from the date on the Invoice, regarding any unpaid balance from that which SHM required as a partial payment of the total Purchase Price before SHM was obligated to make Substitute Delivery the quantity of each Precious Metal

² Only those four above named are intended out of the: eight precious metals — gold (Au), silver (Ag), platinum (Pt), iridium (Ir), palladium (Pd), rhodium (Rh), ruthenium (Ru), and osmium (Os). A precious metal is a rare metallic element of high economic value; also known as noble metals because they resist most types of environmental and chemical attack. Only copper and precious metals are found in nature in their metallic state. All other metals are processed from minerals or ores into metals which are inherently unstable and have a tendency to revert to their more stable mineral forms.

Hoffman, J. (2008) *Materials Engineering: Little-known facts about precious metals*. MachineDesign.com

purchased under this Agreement as described in the Invoice, both the amount remaining on the total Purchase Price shall be paid in Good Funds within the required time, thereafter substitute delivery of the quantity of each Precious Metal purchased shall be delivered as to all quantities listed on the Invoice within 28 calendar days from the date of the partial payment or full payment in Good Funds, which ever was earlier.

- 2. For IRA Transactions with Substitute Delivery to approved third party as specified below in paragraph 3, Customer shall ensure that payment has been made in full in Good Funds as to the amount listed in the Invoice and due to SHM within five (5) days from the date on the Invoice, for the purchase of one or more Precious Metals as required full payment in Good Funds of the Purchase Price listed on the Invoice and under which Customer receives, within 28 calendar days from the full payment in Good Funds of the Purchase Price, Substitute Delivery of the quantity of the Precious Metals.**
- 3. Substitute Delivery shall be deemed to have occurred** if, within the 28-day period, the quantity of Precious Metals purchased by the full payment is actually physically delivered (whether in specifically segregated or fungible bulk form) into the possession of a depository (other than SHM) which is either: (1) a financial institution; (2) a depository, the warehouse receipts of which are recognized for delivery purposes for any commodity on a contract market designated by the Commodity Futures Trading Commission; or (3) a storage facility licensed or regulated by the United States or any agency thereof.
- 4. Time is of the essence**³ on payments due because of the fluctuating market value of Precious Metals and the commitments made by SHM to its suppliers that are made in detrimental reliance on the representations by Client of a desire to execute a purchase through SHM.
- 5. CANCELLATION POLICY**, Customer has 24-hours to cancel this Agreement and Invoice, time is of the essence, if cancelled within 24 hours there is no penalty or hard feelings. Everyone has experienced the *what did I just do* moment, if you have that feeling, contact SHM immediately and cancel or talk it out, what ever Customer feels is needed, sometimes its just a change to the order yet other concerns may simply result in full cancellation. After 24 hours SHM will take action in reliance whereby contracts are made with SHM sources to lock in deals and acquire desired items on Invoice and fulfill our shipping commitments and obligations to not only Customer but all SHM customers.
- 6. ALL SALES FINAL. After delivery of all items on an Invoiced item, then upon delivery the sale becomes a final sale. SHM does not offer refunds or make exchanges.**
- 7. Upon Substitute Delivery**, Customer will receive an exact itemized list of all specifics of the Precious Metals Purchased as provided by our suppliers for Customer to compare to the Invoice and to keep for Customer's records. **This is a very important document, keep it in a safe location.** Upon Substitute Delivery, all

³ Time is of the essence is a legal term meaning any time period stated is a strict time period. When any specific time does not state time is of the essence the law understands it to mean reasonably within that time under the circumstances.

credentials for access to their Precious Metals will be sent separately with proof of delivery to client.

8. **Stipulated Damage and Lien Placement.** In the event that Customer fails to make full payment in Good Funds of the total Purchase Price on the Invoice prior to SHM fulfilling its obligation to make substitute delivery within 28-days, then SHM will place a lien on the Precious Metals being stored at the facility in paragraph 3.
 - i.) If Customer makes full payment on any remaining balance due from Invoice within 28-days as required by this Agreement, then SHM will immediately file paperwork with the Substitute Delivery Facility releasing the lien as satisfied in full and provide a copy to Customer, no other aspect of the following subparagraphs will have effect.
 - ii.) Because Customer is obligated to make full payment in Good Funds within 28-days, if such a failure occurs Customer is therefore in breach, in the event that Customer fails to make payment in full with Good Funds within the next 28-days for the remaining balance due, then as a stipulated damage, Customer agrees to release the Precious Metals subject to the lien to SHM so that it may be resold to SHM's vendor to cover the cost of the Precious Metals.
 - iii.) SHM is not in the business of making loans and does not extend loans to Customer, the repossession of Precious Metals subject to the lien is a Customer stipulated right of SHM for breach of full payment in Good Funds.
 - iv.) The stipulated damage amount shall be, as the total amount of the lien: the remaining unpaid balance due from Invoice plus the cost of shipping and insurance from Substitute Delivery Facility to SHM (or as reasonably elected recipient by SHM) and any restocking fee incurred by SHM; the lien will be satisfied by Precious Metals released to SHM sufficient to cover the total amount of the stipulated damage. Because the Precious Metals released under this paragraph may be of greater value than the actual amount of the lien, any overage after full satisfaction of the lien, will be returned to Customer by SHM with an itemized list of values subject to the lien and a release of the lien as satisfied will be sent to Customer and Substitute Delivery Facility.

Initials _____

DELIVERY OF PRECIOUS METALS

III. Additional Aspects of Delivery of Precious Metals

1. **If Customer desires to personally receive actual physical delivery of the Precious Metals listed on the Invoice, then a different contract is required for that transaction. Note in that separate agreement for IRA Transactions, SHM will not cause delivery of items on Invoice to be shipped directly to Customer absent a specific election to do so by Customer provided in a writing to SHM that acknowledges any tax consequences that Customer may incur as a result. If tax consequences are desired to be avoided for IRA transactions then this is the correct contract.**
2. **This contract is only for Substitute Delivery for either Cash Transactions or IRA Transactions.** SHM shall cause Substitute Delivery of all Precious Metals purchased to be delivered to Customer's chosen third party approved facility described above in Part

II Paragraph 3, no later than twenty-eight (28) days after Customer has paid a partial amount towards Invoice or the full amount listed on the Invoice.

3. SHM and Customer intend to complete as much of the transaction as feasible, with as much of the desired product as possible; however, given that some items may be subject to availability the Parties contemplate methods to avoid frustration of purpose.
 - i) **Due to limited quantities**, in the event that Customer desires specific items that are difficult to locate or if in SHM's opinion may cause delay in fulfilling the entire order within 28 days of receipt of Good Funds, then SHM may elect to create two or more Invoices, separating the items that are readily available from said difficult items; then SHM at its sole discretion may elect to make multiple shipments to fulfill each Invoice within the stated time. The parties agree to construe each Invoice as an independent contract from each other; and further agree each are not to be construed together under Civil Code § 1642. As such intention is consistent with the Legislative findings, Stats. 1990 Ch. 969, p.4065.
 - ii) **In the event of nonavailability** of a rare item or item that is not yet in stock that causes SHM to not be able to fulfill its obligations on the second Invoice just referenced in sub-paragraph (i), then that Invoice will be deemed null by agreement of the parties due to frustration of purpose outside of the powers of control by the parties and Customer will receive a full refund for said Invoice. Upon said returned monies, Customer has the right at Customer's sole discretion to:
 - A) re-transfer those same funds towards the purchase of a different Precious Metal product under a new and different Invoice; or
 - B) keep the returned monies from said Invoice that has been deemed null.
 - C) In either event, when A or B is chosen then the time for performance by SHM will still be completed within twenty eight (28) days, the returned funds will be delivered to Customer using the same mode of payment made by Customer to SHM. For purposes of performance within twenty eight (28) days, return of the funds will be deemed a completed action upon initiating a wire transfer to Customer or depositing a certified cashier's check in the mail, if such action is taken with twenty eight (28) days, then it is deemed timely.
4. **Substitute Delivery for all IRA Transactions or Cash Transactions**, SHM will cause all Precious Metals and goods purchased to be delivered to the named Substitute Delivery Location, no later than twenty eight (28) days after Customer has paid the full or partial payment amount listed on the Invoice, which ever occurs first, and subject to Part II Paragraph 8. SHM shall cause delivery of the Precious Metals and goods listed on the Invoice to the named Substitute Delivery Location using SHM's standard methods for packaging and shipping such goods and use a nationally recognized reputable shipper, and insure the shipment. Once delivery is received by the named Substitute Delivery Location, Customer will be notified by SHM. Proof of Substitute Delivery will also be sent to Customer by the Substitute Delivery Facility.
5. **In the Event of a Loss During Shipment**. If a loss occurs during shipment prior to Substitute Delivery completion and SHM is not able to fulfill its obligation as to any portion of the Invoice, then SHM will file an insurance claim with the shipper. Due to unknown times involved in the shipper's investigation and payout of the insurance claim, SHM will advise Customer of the estimated times given by the insurance

company and keep Customer apprised of the process, when SHM receives the payout on the insurance claim, SHM will contact client and advise client of its options to proceed. Customer will be fully refunded the full amount of any unfulfilled portion of the Invoice; Customer may elect to purchase the same, different or similar product from SHM, with a new Invoice, or simply keep the funds or cause them to be refunded to their IRA account if permissible, SHM is not responsible for any fees or taxes incurred for the latter two elections, but if Customer is able to advise of anticipated losses from its IRA account, then SHM will make good faith efforts to include that in the loss claim.

6. **Delivery Fulfills SHM's Obligations.** Once delivery has been made to the Substitute Delivery Location, then SHM's obligations as to the items delivered from the Invoice have been fulfilled. SHM assumes no liability after delivery for that aspect of the Invoice and Customer acknowledges that SHM is released from any liability upon such delivery. To the extent possible, if Customer suffers loss at time of delivery, to a reasonable extent SHM will assist in obtaining verification from shipper of the signature, a statement from the personnel involved in delivery, any photographs or other evidence that may be helpful to Customer. Customer is advised to immediately notify law enforcement and request a report be made as well as immediately notify SHM of the event so that SHM can contact shipper and provide Customer and law enforcement with any information to assist Customer.
7. **Force Majeure** Neither SHM nor Customer shall be liable for any failure or delay in its or their performance under this Agreement due to any cause beyond its or their respective reasonable control, including acts of war, terrorism, acts of God, earthquake, flood, pandemic, epidemic, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet including, but not limited to, any disruption, failure and/or error in or of SHM's internal computer systems, or any disruption, failure and/or error in or of any third-party Internet service providers as SHM may use from time to time.
8. This Part III, whenever relevant, is subject to any lien obligation imposed under Part II, Paragraph 8.

Initials _____

CONSIDERATION OF PRODUCTS AND SERVICES; FEES

IV. Products, Grading, Buy Back Policy, Services, and Fees

1. **The Consideration due Client from Products**, as to the product described in the Invoice, aspects of Precious Metals cause them to have differing values, things such as purity, year produced, condition, production Mint, country of origin, design features, etc., all have an effect on the fair market Numismatic value of the item purchased. Therefore if Customer desires something specific, Customer must notify SHM at the time that the Invoice is being prepared and must be reflected on the Invoice when Customer accepts the Invoice; SHM will make every effort to include all specific requests on the Invoice but it is the Customer's ultimate responsibility to make sure their desired specificity is reflected on the Invoice. Absent such specificity, SHM will fulfill the requested items on Invoice with the product that is available. Meaning that if, for example, Customer desires 50 American Eagle gold coins, then SHM will fulfill that

order with any available year, Mint and conditioned coins available so long as they are American Eagle gold coins. When the order is fulfilled by SHM's vendor a specific list of the exact years, conditions, mints, etc. may be provided to SHM and in turn will be sent to Customer for record keeping.

2. **Grading of Precious Metals** is not the business engaged in by SHM, that evaluation of the specific qualities noted in definitions to determine the approximate fair market value of a specific Numismatic Precious Metal or Bullion is left to professional companies noted in definitions. Like most appraisal processes the opinions may vary but it gives a general sense of value beyond its raw material or even fair market value. SHM is not a Grading service, and warrant no exact value of the Precious Metals in Numismatic form that are listed on the Invoice. SHM relies on the opinions of experts in this field when evaluating the amounts listed on Invoice.
3. **BUY BACK POLICY.** SHM is prohibited under the law from guaranteeing to repurchase Precious Metals that SHM sells, and SHM does not guarantee that it will repurchase any Precious Metal item that Client may purchase; what SHM extends is the possible availability as a buyer at a later date. If and when Customer desires to liquidate, simply call SHM and let SHM know you are ready for SHM to exchange for cash the Precious Metals purchased from us subject to the following procedure that must occur:
 - i.) Customer ships the Precious Metals products originally purchased from SHM for inspection because the buy back offer is only for the exact items purchased from us, inclusive of exact condition; and
 - ii.) the cash value of buy back will be at or near Spot Price at the time when we have examined the product to ensure it passes inspection (which is at our or our designated inspector's sole good faith discretion as to current condition compared to documented condition when originally purchased);
 - iii.) a new agreement is then presented by SHM to Customer reflecting Spot Price and conditions quantities much like this Invoice; the offer is valid for 24 hours after inspection approval and new agreement sent;
 - iv.) once signed and returned to SHM the money is then released to you within 72 hours; if Customer rejects the offer then Customer must pay for return shipping costs and the product will be returned to Customer.
 - v.) **There is no fee on buy back, as that fee is part of the initial purchase Agreement** with us as a part of our consideration to be available for your needs at a later date, consistent with this paragraph 3.
4. **The Consideration due Client from SHM Services**, as noted there is no fee on buy back and is incorporated as part of the fee from this Invoice's purchase agreement because there is more involved than the mere transaction of exchanging cash for Precious Metals. SHM endeavors to tailor to each client's needs and goals as well as fears and concerns, which cannot be done without time and attention, time is money. SHM must first evaluate Customer's immediate and long term personal goals and desires as well as fears and concerns; but because those change over time, recalibration must occur, which is why SHM offers annual portfolio review; if questions come up a personal account manager is assigned so that the SHM member that knows Customer can serve the needs without starting at square one; and SHM is available to Customer within 24-hours of notice if not available right then. Such attention and care takes time; and additionally requires all that goes into a company to provide, including salaries and

profits. All of these aspects of course have multiple derivative aspects and does not encompass a complete catalog. Then there is the time spent on Customer when not directly interacting, which includes but not limited to researching available products, contacting our sources to put together the specific requests on the Invoice, orchestrating the sale, money transfers and shipping (which is more involved than fulfilling an Amazon order.) If this is an IRA transaction then a great deal more paperwork and communications and coordination is involved and required.

5. **Our Fees for above Consideration** are determined within the below fixed catalog but must be evaluated on a case by case Invoice because of the inherent intrinsic qualities of desired products as well as the other main factor as the total amount of the purchase. For example one Customer may only care about Bullion and another may only desire a specific year and condition for Numismatic Precious Metals, the amount of time involved in each may vary depending on availability and the total amount desired by Customer to apply towards acquisition, all affecting the ultimate quantity purchased; a million dollars in rare Numismatic takes significantly more time than a million dollars in Bullion. The costs of shipping and insuring are also directly a result of these variables. For all of the above reason each Invoice may require more or less time, and SHM honestly evaluates the ease or complexity involved to arrive at a reasonable compensation for that Invoice's demands.

Bottomline: less time is less money.

That evaluation will fall within and is guided by the following set standards that are listed below and is reflected on the Invoice as part of the Purchase Price

6. **Our Spread ranges.** All IRA Transactions are up to 25% maximum and all Cash Transactions are up to 17% maximum. PERIOD. Unless your transaction was complicated it will not be at the maximum range.

Initials _____

THE LAWYER PART

DISPUTE RESOLUTION; ARBITRATION OF DISPUTES; CLASS ACTION WAIVER.

V. Arbitration Mutual Assent and Mutual Waiver

1. This section sets out the binding, individual arbitration agreement and class waiver. This means that, subject to limited exceptions, any claim must be arbitrated on an individual basis pursuant to the terms set forth below; claims of different persons cannot be combined or aggregated, and both Customer and SHM understand and contemplate in advance that the expenses and uncertainty of litigation lead to a mutual waiver of the right to file a lawsuit in court and to have a jury or judge decide any dispute; instead both Customer and SHM agree to submit any claim to private arbitration. Please read this section carefully.
2. This Agreement shall be governed in accordance with the laws of the State of California, USA, excluding its conflict of law principles, Choice of Law elected as California. Any action or proceeding in connection with this Agreement shall be brought before either the Judicial Arbitration and Mediation Services (JAMS) or American Arbitration Association (AAA), both located in Los Angeles County, California. Both Parties hereby consent to the personal jurisdiction of said venue

and waive any claim for lack thereof. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

3. If arbitration shall be administered by JAMS then its arbitration rules govern. These rules may be found at <https://www.jamsadr.com/adr-rules-procedures/>
If arbitration shall be administered by AAA then its arbitration rules govern. These rules may be found at <https://www.adr.org/Rules> also <https://www.adr.org/Support>
4. If it would be a financial or other hardship for Customer to participate in an arbitration in Los Angeles, the Arbitrator has the authority to hold the hearing, or any part thereof, electronically or telephonically and to permit Customer to attend via videoconference, Zoom, Skype, Facetime, telephonic or similar virtual participation.
5. Prior to initiating arbitration, any party hereto asserting any claim of cause for action and remedy, shall send a written statement to the other party describing with reasonable particularity the dispute and the relief requested as a demand. The parties shall attempt in good faith to resolve any such dispute promptly via direct communication and negotiations (between the parties and retained counsel, if any) over a period of fifteen (15) days or longer if it is reasonably necessary under the circumstances.
6. If an accord cannot be reached and a lawful claim is felt still unremedied then either party may proceed as set out in the agreed upon path above, both sides shall bear their own attorney fees.

Initials _____

VI. Usual Legal Boilerplate Inclusions

1. **NO IMPLIED WAIVER.** The Parties agree that non-action regarding an actionable right is not a waiver of claim to that right unless said waiver is in writing, signed by the waiving Party, and delivered to the other Party.
2. **NOTICE.** Unless otherwise specifically stated in this Agreement, any notice or other communication required under this Agreement shall be tendered in writing and be deemed delivered upon the earlier of: receipt by the other Party; or one business day after deposit with a commercial carrier for next business day delivery to the address indicated on the Invoice for Customer and SHM of this Agreement or at such other address as such Party may designate in writing with advance notice of any changes in accordance with this paragraph. SHM notices may be sent to by email at contact@safehavenmetal.com or by mail at Safe Haven Metal LLC, 1000 Town Center Dr. Suite 300, Oxnard, CA 93036.
3. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties regarding the subject matters contained herein. Any prior agreements, commitments or negotiations concerning the subject matters herein are superseded. There will be no amendment, modification or waiver under this Agreement except by written agreement signed by the Parties which specifically references this Agreement.
4. **HEADINGS.** The headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of the provisions contained therein.
5. **FACSIMILE/ELECTRONIC SIGNATURES.** This Agreement may be executed by a Party's signature transmitted by facsimile or electronically, and copies of this Agreement executed and delivered by means of facsimile or electronic signatures will have the same force and effect as copies hereof executed and delivered with original signatures.

6. **COUNTERPARTS.** This Agreement may be executed in two or more counterpart signature pages, each of which will be deemed an original, but all of which together will constitute one and the same instrument, if an original version is lost, then a copy is deemed a sufficient substitute.
7. **ASSIGNMENT** Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld. Any such assignment without prior consent shall be null and void.
8. **DELEGATION** Customer understands and consents to SHM employ of third parties to perform necessary aspects to fulfill its obligations to Customer, when reasonably necessary SHM will delegate what is deemed necessary to timely deliver the product as contracted for to Customer.
9. **BINDING EFFECT** This Agreement shall be binding on both parties and shall inure to the benefit or detriment of the parties' their heirs and assigns or otherwise as a part of the mutual exchange of promises.
10. **SEVERABILITY.** Should any portion of this Agreement be deemed invalid or unenforceable by an authority of competent jurisdiction, then said portion shall be changed and interpreted so as to best accomplish the objectives of the Parties; and if it cannot, shall be severed here from with the remaining portions of Agreement continuing with full force and effect as if the severed or altered portion never existed.

Initials _____

IN WITNESS WHEREOF the Parties have freely and voluntarily executed, by duly authorized representatives, with intent to be bound hereby, this Agreement as of the date that the Invoice was received absent any objection communicated as set forth above, and do mutually so bind evidenced by signature below.

CUSTOMER:

Printed Name

Signature

Date

SAFE HAVEN METAL LLC

Safe Haven Metal LLC
by

Signature