

SELLER'S AGREEMENT

This Seller's Agreement (herein referred to as "Agreement") details the terms and conditions of Metal Man's cash for gold by mail service. Please read the entire document. If you agree to all of these terms and conditions, sign and date at the end.

The following terminology applies to this Agreement. "Seller", "You", and "Your" refers to you, the person reading and signing this Agreement. "Metal Man", "We", and "Our" refers to Metal Man and its officers. "Package" refers to the package you mail us. "Property" and "Items" refers to the items in the package. "Offer" refers to our offer of payment for your items. Any use of any of this terminology in the singular or plural, capitalized or not, are taken as interchangeable and as referring to the same.

SELLER QUALIFICATIONS

Sellers must be at least 21 (twenty-one) years of age. In addition, sellers must be the sole and rightful owners of the property with full authority to sell or transfer ownership of the items. Any seller who is acting as an agent or representative to an estate, trust, third party seller, or ownership group of any kind must provide full legal proof of authority to transfer ownership of the items.

TIMELINE

This timeline begins when your package arrives at our mailing address. First, we will confirm receipt of your package, by email, within 1 (one) business day of its arrival. Next, we will email our best offer to you within 1 (one) additional business day. Finally, we will process your payment as soon as you approve the offer. Otherwise, if we do not receive a response, we will process your payment on the 5th (fifth) business day after the offer was sent.

PREPARING THE PACKAGE

Follow our packing instructions to help ensure safe conveyance of your entire package. Note that we use a dedicated mailing address for this service, which is different than our normal business address: Stephen Ratay, 206 South Wilson Street #333, Rock Hill, SC 29731. (The free label we provide is pre-paid and pre-addressed.)

INVENTORY LIST

Complete an Inventory List for each package that you send us. List and describe each item in the package. We will compare the actual package contents with your Inventory List. If an item you listed is missing from your package, we will mention this in the offer. If an item in your package is not listed, we will process it along with the rest of your items.

RECEIVING

The entire receiving process is recorded on video for legal purposes. We carefully open each package and examine all items contained therein. Meanwhile, each item is cross-checked with the Inventory List. We remove nonvaluables and calculate our best offer for all of the valuable pieces.

NONVALUABLES

The examination will reveal any "nonvaluables"--items that are gold-plated or silver-plated or composed mostly of non-precious metals. If we find nonvaluables among your package contents, we will mention this in the offer. Generally, when you accept the offer, nonvaluables are discarded.

However, we can return nonvaluables to you, as a courtesy. First, you must mark this option on your Inventory List. Second, you must pay the return shipping cost for a USPS Priority Mail flat-rate box. We will deduct the shipping cost from your payment, or send an invoice. If an invoice is not paid within 3 business days, items will be returned to you in an uninsured padded envelope.

THE OFFER

We will email an offer to you within 2 (two) business days of receiving your package. The stated price will be our only and best offer. We never haggle, for the reasons explained in the FAQ section of our website (<http://CallMetalMan.com/faq>). Please use the "reply" function in your email program to either approve or decline the offer. All sales are final.

APPROVING THE OFFER

We will process your payment as soon as you approve the offer by email. If we do not receive a reply within 4 (four) business days, we will process your payment on the 5th (fifth) business day after the offer was sent.

DECLINING THE OFFER

We will initiate the return process as soon as you decline the offer by email. If we do not receive a reply within 4 (four) business days, we will process your payment on the 5th (fifth) business day after the offer was sent.

CONTACTING THE SELLER

We communicate with sellers by email; it creates a trackable timeline for your convenience and an electronic paper trail for legal purposes. (Call us anytime with questions.) However, we can notify you of our offer by phone too. If you mark this option on your Inventory List, we'll call you between 9am and 5pm EST on the same day that we email the offer. After 3 (three) failed attempts to reach you, if you do not contact us first, we will process your payment on the 5th (fifth) business day after the offer was sent.

PAYMENT

You can receive an instant payment via Paypal, but you must have a Paypal account, and it must be associated with the same "Contact Email Address" you provide on the Inventory List. If you do not meet these criteria or prefer not to use Paypal, we will send a business check to the address you provide on the Inventory List. In that case, your check will be sent via USPS first class mail on the same day that you approve the offer or on the 5th (fifth) business day after the offer was sent.

RETURNS

If you decline the offer by email within 4 (four) business days, we will email an invoice to you for the return shipping cost, to include insurance for an estimated value. We do not pay to return items to sellers, but we do not charge unnecessary fees to return items to sellers either. If you pay the invoice within 2 (two) business days, we will re-pack your items in a USPS Priority Mail flat-rate box and deposit the package in the mail by the end of the next business day. If an invoice is not paid within 2 (two) business days, items will be mailed on the 3rd (third) business day in an uninsured padded envelope. Re-packaging will be recorded on video for legal purposes.

LOSS OR DAMAGE

Metal Man will not be liable for loss or damage that occurs while your package is in transit. Any package we return to you, if you have paid the return shipping invoice, is insured for the estimated value of the items it contains. Insurance claims should be handled directly with the insurer. In case a package is lost or damaged, we will provide any information that the insurer requires of us, in order to assist your claim.

We handle all items carefully. However, some items incur incidental or accidental damage during our handling. The examination may require that we scratch or file one or more of your items in order to test its purity. Items may become entangled and break when we try to untangle them. These are just a couple of examples. Metal Man will not be liable for any damage sustained to any item while in our possession.

JURISDICTION

All transactions and services shall be deemed to occur in the State of South Carolina and be 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 the laws of the State of South Carolina and applicable federal law.

A completed Seller's Agreement must accompany your package. We require this information and your signature before we can make our services available to you. Without a signed copy of this Agreement, Metal Man does not agree to anything and accepts no liability for your items.

Name: _____

Signature: _____ Date: _____

By signing this Seller's Agreement I am stating that I am at least 21 years of age, the sole and rightful owner of the property with full authority to sell or transfer ownership of the items, and that I have read and accept these terms and conditions. I am entering into a contract with Metal Man, governed by these terms and conditions.