

# REFINING FORM

Fill out this form and send with your scrap.

## 1 COMPANY INFORMATION

Company Name

Contact Person

Street Address

City / State / Zip Code

Email

Phone

## 2 SCRAP INFORMATION

Please **DON'T** include AMALGAMS and scraps should not contain any **INFECTIOUS** or **BIOLOGICALLY HAZARDOUS** substances.  
Scrap at least 2oz or more is recommended.

<input type="checkbox"/> Crowns / Bridges	Weight	<input type="checkbox"/> oz	<input type="checkbox"/> gram	<input type="checkbox"/> dwt
<input type="checkbox"/> Grindings / Castings	Weight	<input type="checkbox"/> oz	<input type="checkbox"/> gram	<input type="checkbox"/> dwt
<input type="checkbox"/> Vacuum filters / Sweepings / Carpets	Weight	<input type="checkbox"/> oz	<input type="checkbox"/> gram	<input type="checkbox"/> dwt
<input type="checkbox"/> Others	Weight	<input type="checkbox"/> oz	<input type="checkbox"/> gram	<input type="checkbox"/> dwt

## 3 PAYMENT OPTION

Wire Transfer (\$25 Minimum Fee)

Name of Bank

ABA Routing #

Name of Branch

Account #

Address of Bank

Account Holder **(must be the same as Company Name or Contact Person)**

Check

Payable to **(must be the same as Company Name or Contact Person)**

Authorized Signature

## GENERAL TERMS AND CONDITIONS (DENTAL SCRAP)

1. **Basis of Agreement:** The terms and conditions herein, together with the transaction confirmation, if any, and the Refining Form (collectively this “**Agreement**”), constitute the entire agreement between Asahi Refining USA Inc. (“**Company**”) and the Customer, and shall apply to all dental scrap material received by the Company from the Customer for purposes of assaying and refining (the “**Material**”). The Customer’s email accepting the transaction confirmation, if any, or in the absence of such email, submission of the Refining Form, shall constitute the Customer’s acceptance of this Agreement. No modifications or additions shall be binding unless in writing and signed by both parties. Any term or condition contained in any order, acknowledgement, acceptance, rejection, invoice or other document issued by the Customer that is inconsistent or conflicts with the terms of this Agreement is hereby rejected by the Company and shall be null and void.

2. **Charges and Settlement:** The Customer shall pay the following charges (expressed in US Dollars):  
Refining charge: Gold \$25/toz, Palladium \$35/toz, Platinum \$35/toz, Silver \$3.50/toz  
Handling charge: \$80 per lot

Following the Company’s determination of the Payable Metal Amount (defined below), the Company shall provide the Customer with (A) an analysis report of the Payable Metal Amount, (B) a statement reflecting total refining and handling charges and Taxes (defined in Clause 5) identified at the time of the statement (collectively the “**Invoiced Amount**”), and the calculation of the amount payable to the Customer, being equal to (i) the product of the Payable Metal Amount, multiplied by the first price published by the London Bullion Market Association for the applicable Material type (Gold, Silver, Platinum or Palladium) on the collected date, multiplied by 97%, (ii) reduced by the Invoiced Amount, and (C) a payment in US Dollars for the amount described in (B). **Payable Metal Amount** means the amount of Gold, Palladium, Platinum and Silver recovered from the Material. The Company will not pay for any other metals contained in the Material. If the Customer wishes to receive physical settlement, such settlement shall be subject to such terms as the Company may require, in addition to the provisions of this Agreement.

3. **Customer Warranties:** The Customer represents and warrants as of the date of this Agreement and the settlement date that (A) it is the legal and beneficial owner of the Material free and clear of all liens, claims and encumbrances of any third parties, including without limitation, any governmental entity, lender, holder or claimed holder of a security interest, mechanics or any other lien or any other encumbrance of any type; (B) the Material is not a “hazardous waste” as defined by local, state or federal laws, regulations, ordinances, orders, rules and decrees (collectively “**Laws**”); does not contain explosive or radioactive material, asbestos, toxic gases or fumes, or elements that are damaging to the refining process; and does not contain hazardous, toxic, carcinogenic, or other deleterious materials under the Occupational Safety and Health Act (OSHA) or other applicable Laws; (C) the Material has been securely packaged; and (D) all packaging is properly sealed. Notwithstanding Clause 4, the Company shall have no responsibility for unsealed packages. The Company reserves the right to refuse any Material it believes does not conform to the requirements of this Agreement or is of insufficient value to warrant acceptance.

4. **Title, Risk of Loss:** Unless the parties have agreed to physical settlement, title to the Material will pass to and vest in the Company at the time that the Company issues the payment described in Clause 2. Risk of loss shall pass to the Company upon delivery of the Material to the Company’s designated carrier, or if the Customer is not using the Company’s designated carrier, upon delivery of the Material to the refinery.

5. **Taxes, Compliance:** The Customer shall pay all customs, excise and export duties, stamp duties, income taxes attributable to the payment issued under Clause 2, any sales, value added (VAT) or goods and services tax, and any other taxes, duties or charges under applicable Laws payable in connection with this Agreement (“**Taxes**”). The Customer shall comply with all Laws, including without limitation Laws relating to environmental matters and anti-money laundering, anti-terrorism and anti-corruption. The Company reserves the right to ask for information about the Customer’s background and business activities to ascertain its compliance with Laws.

6. **Indemnity:** The Customer shall indemnify and hold harmless the Company and its officers, directors, employees and agents from and against any and all actions, proceedings, losses, claims, costs, damages and/or expenses (including, without limitation, reasonable attorneys’ fees) (collectively “**Losses**”) whatsoever in respect of (A) death, personal injury or damage to property attributable to any defects or health hazards in the Material or any false or misleading information supplied by the Customer concerning the Material; (B) failure by the Customer to comply with any of its other obligations under this Agreement; or (C) the Customer’s representations or warranties being untrue in any respect. The provisions of this Clause 6 shall survive termination of this Agreement.

7. **Shipping:** The Company will be responsible for the transportation costs for Material to be assayed and refined under this Agreement only if the following conditions are satisfied: (A) the Company’s designated carrier is used; (B) the Company is the designated recipient of the Material; (C) the Customer has retained a copy of the Shipper Receipt Number; (D) if imported into the United States, the Customer has supplied the Company with the full and correct documentation for such importation; and (E) the Customer has retained a copy of the Refining Form with the Material Type(s) and Approximate Weight fields completed. The Customer shall be responsible for any other transportation costs.

8. **Limits of Liability:** The Company shall have no liability for (A) Material before risk of loss has passed to it as described in Clause 4, or (B) loss of profit (whether direct or indirect) or any indirect, special, contingent or consequential damages or losses (whether for loss of business, loss of contracts, depletion of goodwill, losses arising from market fluctuations or otherwise). In no event shall the Company’s liability exceed the refining and handling charges described in Clause 2. The Company shall have the right, at any time and without notice, to set off or withhold delivery of any payment or metal due to the Customer until all amounts due from the Customer to the Company have been paid. The provisions of this Clause 8 shall survive termination of this Agreement.

9. **Force Majeure:** If during the normal course of the Company’s operations, work on the Customer’s Material is interrupted, hindered or delayed as a result of an event of force majeure, the Company shall have the right to postpone its performance under this Agreement for as long as such force majeure continues. Force majeure shall include but not be limited to war, acts of God, fires, labor disputes, sabotages, terrorism, explosions, disruptions of transportation or plant operations, government action, order or regulation, or lack of energy or raw materials. If the duration of the event of force majeure exceeds a period of thirty (30) days, and the parties cannot agree upon a new performance schedule, then either party may cancel this Agreement upon written notice to the other party.

10. **Governing Law, Arbitration:** The rights and obligations of the Company and the Customer hereunder shall be governed by the laws of the State of Utah. The parties hereby exclude the application of the United Nations Convention in Agreements for the International Sale of Goods. If any controversy or claim arises under this Agreement, it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by a single arbitrator appointed in accordance with such rules, with use of any available rules for a streamlined process. The arbitrator shall be empowered to make orders for interim relief on the application of either party, which shall in all cases be final and binding on the parties. The place of the arbitration shall be Salt Lake City, Utah. The language of the arbitrator shall be English. The provisions of this Clause 10 shall survive termination of this Agreement.

11. **Miscellaneous:** The waiver by either party of any breach of a provision of this Agreement shall not prevent the subsequent enforcement of that provision or be deemed a waiver of any subsequent breach of that or another provision. There are no third party beneficiaries of this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture, or other business relationship between the parties.

# SENDING YOUR PRECIOUS METAL SCRAPS

## 1 COMPLETE THE REFINING FORM

Simply fill in your contact information, precious metal details, and payment preferences.

(We recommend only sending scraps that **exceed two ounces** so as to cover all assay and treatment charges).

## 2 FILL CONTAINER

Set scraps in the container provided, seal with security tape, and place in the bag. If shipment is large such as filters, carpets, sweeps etc., please put them in double plastic bags and ship in FedEx box (obtained from FedEx).

## 3 MAIL PACKAGE

Affix pre-paid, pre-printed FedEx label on the FedEx box or reuse the white box, place the container containing your precious metal scraps inside the box and drop off at your nearest FedEx location.

## 4 SEND EMAIL

Send an email with your FedEx tracking number to Osamu at [dental@asahirefining.com](mailto:dental@asahirefining.com) after mailing.

# GETTING PAID

1

Upon receipt of your package, it takes **approximately 4 weeks** to assay the precious metal scraps.

2

We send the precise analysis report and statement directly to you via email for review.

3

Sign the statement, PDF, and send back via email or fax (949-872-2774).

4

We wire payment by check or wire transfer to your bank account.

# TERMS FOR REFINING

	USD	Unit
1. ASSAY AND TREATMENT CHARGE	80.00	lot

2. REFINING CHARGE	Au	25.00	toz
	Pd	35.00	toz
	Ag	3.50	toz
	Pt	35.00	toz

### 3. METAL PRICING

3% less than the London market AM fixing on the collected date