

Terms and Conditions for "Sell By Mail" Sales to Springer's Jewelers

These terms and conditions are binding on any person who requests a Sell By Mail Kit and seeks to obtain an offer for the sale of used Merchandise to **GEO. T. SPRINGER CO. d/b/a SPRINGER'S JEWELERS**, a Maine business corporation ("Springer's"). **THE ACT OF REQUESTING A SELL BY MAIL KIT AND THE ACCEPTANCE OF ANY OFFER FROM THE SPRINGER'S INDICATES SELLER'S COMPLETE AND UNCONDITIONAL CONSENT TO AND ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE.** The formation of any contract and Seller's acceptance of any offer made by Springer's is expressly conditioned on acceptance of all these terms and conditions. **Any additional, inconsistent, or differing terms or conditions proposed by Seller are hereby rejected by Springer's.** These terms and conditions also supersede any inconsistent statements on SpringersJewelers.com or in any advertising or marketing.

1. Definitions.

- (a) "You", "your" or "Seller" refer to the person or entity who wishes to send Merchandise to Springer's to receive an offer for purchase in connection with a Transaction.
- (b) "Merchandise" means secondhand goods containing precious metals, jewelry, gemstones, other personal ornaments, or any combination thereof.
- (c) "Precious metals" means any item composed in whole or in part of gold, palladium, platinum or silver, but does not include dental gold, unrefined metal ore, an electronic product, any part of a mechanical system on a motor vehicle or gold or silver coins or bullion.
- (d) "Transaction" the process under which the Seller sends Merchandise to the Springer's in anticipation of receiving a purchase offer from the Springer's, which includes the process of accessing SpringersJewelers.com, requesting a Sell By Mail Kit, and providing Springer's with personal information required for it to buy Merchandise as a dealer in used goods in accordance with Maine law. "Transaction" also includes a sale of Merchandise by Seller to Springer's under these terms and conditions of sale.
- (e) "Springer's", "we", "our" and "us" refers to GEO. T. SPRINGER CO. d/b/a SPRINGER'S JEWELERS, a Maine business corporation and may include its affiliates, agents, directors, officers, employees, successors and assigns.

2. Initial Contact/Sell By Mail Kit.

When you request a Sell By Mail Kit, we will contact you to arrange for a time for a video conference to explain how this program works, obtain proof of your identity in accordance with Maine law, and discuss the Merchandise which you would like to send to us for an Offer. The Sell By Mail Kit will be sent to the Seller by the Company and will contain (a) Customer Return Card; (b) Packaging Materials, and (c) a Springer's generated prepaid shipping label.

3. Description of Your Merchandise.

You will receive a Customer Return Card in your Sell By Mail Kit. You are required to list and describe the Merchandise that are sending to us on the Customer Return Card and send the Card back to us along with your Merchandise. You will also be required to write your driver's license number on the Customer Return Card, and sign the Customer Return Card to certify that **under penalty of criminal liability in the State of Maine for making a false statement (17-A M.R.S.A. § 453) that you are the owner of any Merchandise that you sell to us, or that you are otherwise authorized to sell the Merchandise to us.**

4. Shipping Your Merchandise.

You have two options to ship your Merchandise to us. You may either:

- (a) Use Springer's prepaid shipping label and packaging materials that we send to you in the Sell By Mail Kit and drop your package off at a staffed United States Post Office where you must obtain a receipt. If your package weighs more than 10 pounds, or if you choose to use your own packing materials and the dimensions of your package are larger than 12"x2"x15", you must contact gold@springersjewelers.com and request approval prior to shipping your package. If you fail to receive approval for overweight and oversize packages, shipping will be at your own risk, and you will be responsible to pay return shipping costs, if applicable.
- (b) Arrange to mail and insure your package yourself. It is highly recommended that you obtain insurance, proof of delivery, and tracking services from the U.S. Post Office as Springer's will assume no responsibility for items which are lost or damaged in transit that are not shipped by using the Springer's prepaid shipping label. At this time, Springer's can only accept deliveries to its Post Office Box due to the COVID-19 pandemic. Accordingly, all shipments must be made via U.S. Mail, postage prepaid and must originate from the continental United States.

All Merchandise must be mailed to: Springer's Jewelers, P.O. Box 1196, Bath, ME 04530.

5. Loss Guarantee and Insurance.

If you send us Merchandise using the pre-paid shipping label that we provide to you, and obtain a receipt and tracking number from a staffed Post Office location, then your Merchandise will be insured while in transit from loss or damage up to the **lesser** of either the fair market value of your Merchandise as determined by us in our sole discretion or \$1,000.

You may also request us to insure your Merchandise against loss or damage in an amount up to \$25,000 ("Additional Coverage"). If you wish to obtain Additional Coverage, you **must** call us first at 207-939-3960, receive written approval from us, and follow all the instructions and procedures prior to shipment of your Merchandise. We may request additional information in our sole discretion in order to authorize Additional Coverage.

Additional Coverage will only be available in the amount authorized by us in writing. We may decline to issue Additional Coverage in our sole discretion.

If you believe your Merchandise has been lost or damaged, you must file a claim with us within 15 days of the date the Merchandise was mailed. To file a claim, you must have your Post Office receipt and tracking number. Contact us at gold@springersjewelers.com or call 207-939-3960 to file a claim. If you fail to file a claim with us within 15 days of the date that the Merchandise was sent, your claim will be barred.

In the event of a loss, we (or the insurer if it is an insured loss) will in our sole discretion, either (a) replace your Merchandise with goods of like kind, quality, and condition or (b) reimburse you up to the fair market value of the Merchandise, up to \$1,000 or the amount of the Additional Coverage if authorized. **By requesting a Sell By Mail Kit, you agree that not to hold the Springer's liable for consequential, punitive, indirect, or exemplary damages and agree that our liability shall not exceed \$1,000.00**

6. Valuing Your Precious Metals Merchandise.

We will assess the value of your precious metals Merchandise using a calculation based on the London Bullion Market Association price of the applicable precious metal (gold, silver, platinum, etc.) on the day prior to the day we process your Merchandise and a formula based on the purity and weight of the Merchandise, and any other factor that we deem to be appropriate. We do not provide written appraisals. When we receive Merchandise that is knotted and/or tangled and requires extraordinary effort to evaluate, we reserve the right to use an estimate to calculate the purity and weight of the Merchandise.

Ultimately, however, the amount of an offer will depend on numerous factors, such as the condition of the Merchandise, Springer's business judgment as to resale value, the number of similar items already in Springer's inventory, etc.

7. Offer.

(a) **Acceptance.** If we are interested in buying your Merchandise, we will make you an offer for the Merchandise within 2 business days of receipt by e-mail or telephone call. If we are not interested in buying your Merchandise, we may decline to make an offer in our sole discretion. If you accept our offer, we will e-mail you a purchase agreement which you will need to sign via DocuSign. For precious metals Merchandise, our offer may only be accepted for 24 hours due to fluctuations in the commodities markets. We reserve the right to decrease our offer if it is not accepted within the 24-hour period starting at the time that the offer is sent via e-mail or communicated over the telephone. You must execute the purchase agreement and return it to us within the 24-hour period, or it will be deemed void.

(b) **Rejection.** You will need to e-mail us at Gold@SpringersJewelers.com or call 207-939-3960. If you reject our offer, we will ask you to verify your return shipping address. Any precious metals offer not accepted in 24 hours will be deemed rejected. Offers for other Merchandise not accepted within five days will be deemed rejected.

(c) **Withdrawal of Offer.** Springer's reserves the right to withdraw its offer at any time prior to Payment.

8. Return Policy; Satisfaction Guarantee

If you reject our offer, we will then return your Merchandise to you via the carrier of our choosing at our expense. We will require a signature upon delivery. If you choose to receive your Merchandise without signature, we will not be responsible for loss or damage. Upon delivery of returned Merchandise by the carrier as indicated by the carrier records, the Springer's assumes no further liability as to the loss of the Merchandise. You must notify us immediately of any change of address. We will not be responsible for the loss of your Merchandise if the carrier is unable to deliver to the address that we have on file.

If the carrier fails to deliver your Merchandise and returns it to us, we will attempt to send the Merchandise a second time. If Merchandise is returned to us a second time, we will consider it abandoned and may discard it unless you claim it within 90 days of the date that we first attempted to ship your Merchandise back to you.

If you are not 100% satisfied with your Transaction or change your mind within fifteen (15) days from the date of payment, you may rescind the Transaction by completing our rescission form and returning your Payment within fifteen (15) days of notifying us of your rescission. We will then return your Merchandise to you. If you are returning a Payment that we made to you by check, and you have deposited or otherwise negotiated our check, you must make return payment to us by cashier's check. **If you return your Payment by personal check, we reserve the right to hold your Merchandise until your personal check has cleared and our bank has received the funds.** This could in some instances take 14 days or longer from the date that it is deposited in our bank account. You grant Springer's a security interest in the Merchandise under Article 9 of the Maine Uniform Commercial Code as security for the return of the payment. Springer's will have the rights of a secured creditor under the Maine Uniform Commercial Code as to the Merchandise if your payment is returned for nonsufficient funds, your check is cancelled, or if Springer's does not otherwise receive return of the Payment within 15 days of the date of your rescission request.

To take advantage of this Satisfaction Guarantee, you must contact the customer support team via email at Gold@SpringersJewelers.com or by calling 207-939-3960 within 15 calendar days of the date Payment is issued.

9. Payment

You can select one of the following methods of payment for your Merchandise ("Payment"):

- **Check**
- **PayPal™**
- **Credit on Springer's Account**

After your acceptance of our offer, we will issue Payment to you within one (1) business day in accordance with the Payment method you selected. If you did not select a Payment method or if you provide us with incorrect or incomplete Payment information, we will issue the Payment by Springer's check. Before we issue Payment for your Merchandise, we may verify the personal and payment information submitted through a national provider of personal identification verification services. If we are not able to verify your information, we may ask you for additional information or documentation, which may delay Payment.

Please note that you are responsible for any third-party transaction fees relating to any Payments made by us to you or if you elect to send Payment back to us. This includes, but is not limited to, fees associated with PayPal transfers and other similar payment methods, and bank fees for insufficient funds. It is your responsibility to determine and accept any such third-party fees prior to requesting your method of Payment. Additional Requirements may apply depending on Payment method.

10. Electronic Communication and Signature.

You consent to receive communications electronically from Springer's. Specifically, you agree and consent to be contacted by us, our agents, employees, and affiliates through the use of email, instant messaging or live chat, and/or telephone calls and/or SMS/MMS text messages to your cellular, home or work numbers, as well as any other telephone number you have provided to us. You may unsubscribe to our marketing emails at any time; however, you may not opt out of Transaction related emails. Telephone conversations with our employees, agents and independent contractors may be monitored and/or recorded.

If you have provided us an email address, you agree that any notices required by applicable federal or state law may be delivered electronically, to the extent permitted by law. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. For purposes of a Transaction, you agree that by clicking on or selecting a button or icon on SpringersJewelers.com relating to any agreement, acknowledgment, consent, terms, disclosures or these terms and conditions, such selection constitutes your signature, acceptance and agreement as if actually signed by you in writing.

11. Privacy Policy.

Our privacy policy is available at www.springersjewelers.com/pages/privacy-policy and is incorporated herein by reference.

12. Limitation of Liability.

BY AGREEING TO THESE TERMS AND CONDITIONS AND/OR ENGAGING IN A TRANSACTION WITH US, YOU AGREE AND UNDERSTAND THAT THE LEGAL LIMIT OF OUR LIABILITY TO YOU FOR ANY CLAIM, LAWSUIT, ACTION, DISPUTE, CONTROVERSY OR OTHER MATTER YOU MAY ASSERT AGAINST US FOR LOST, DAMAGED, OR DESTROYED MERCHANDISE SHALL NOT EXCEED THE LESSER OF THE FAIR MARKET VALUE OF YOUR MERCHANDISE AS DETERMINED BY US OR \$1,000 PER TRANSACTION. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE LIABLE FOR (A) ANY MONETARY, INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE, OR OTHER SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST INCOME, REVENUE, PROFIT OR OPPORTUNITY, WHETHER OR NOT FORESEEABLE AND HOWEVER ARISING AND WHETHER BASED IN CONTRACT, EQUITY, TORT, STATUTE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; OR (B) CLAIMS, DEMANDS, OR ACTIONS FOR ANY SUBROGATION CLAIM BROUGHT BY YOUR INSURANCE CARRIER, AND YOU EXPRESSLY AND SPECIFICALLY WAIVE ANY SUBROGATION CLAIM ON YOUR BEHALF AS WELL AS ON BEHALF OF YOUR INSURANCE CARRIER. WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT ARE NOT EXPRESSLY STATED HEREIN. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE DISCLAIM ALL, AND WILL NOT HAVE NOR ASSUME ANY LIABILITY, WHETHER ARISING IN CONNECTION WITH A TRANSACTION, THE USE OF OUR SERVICE, OUR WEBSITE(S) OR ANY MATERIALS PROVIDED BY US, THE LOSS OF ANY MERCHANDISE, OR FOR ANY OTHER REASON, INCLUDING, WITHOUT LIMITATION, OUR OWN INTENTIONAL, ACCIDENTAL OR NEGLIGENT ACTS OR OMISSIONS.

13. Indemnification.

You agree to and will indemnify, defend us with counsel of Our choice, and hold us harmless from and against any and all claims, lawsuits, investigations, disputes, controversies, judgments, liabilities, obligations and damages relating to or arising out of any (A) Transactions with us, (B) any noncompliance with these Terms and Conditions, or (C) the title to, ownership of or lien on any Merchandise offered for sale, sold or purported or arranged to be sold by you to us.

14. Ownership of Merchandise.

You agree and warrant that (1) you are at least eighteen (18) years of age; (2) you have good and marketable title to the Merchandise you send to us; (3) you have full authority to sell and transfer said Merchandise; (4) you are the actual legal owner of any and all Merchandise offered to be sold to us; (5) you are acting on your own behalf, and not as another's agent or representative; (6) the Merchandise is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever; (7) your description of the Merchandise in the shipping materials you provide to us is accurate and complete; (8) your possession of the Merchandise is not from, or the result of, illegal activity in this country or any other country; (9) any Transaction initiated by you will not cause or result in violation of any anti-money laundering, anti-terrorism, or other applicable law of the U.S., any state or any foreign country by you or us; (10) you will

provide any documentation and/or information reasonably requested by us in connection with or related to you, the foregoing, the Merchandise or the Transaction.

15. Compliance with State and Federal Regulations.

The Springer's is licensed in the State of Maine and by the City of Bath, Maine as a dealer in secondhand merchandise and precious metals. Springer's governed by Maine law, including without limitation, 30-A M.R.S.A. § 3972(2), which requires us to obtain, record and, under certain circumstances, verify certain personal information from you in order to process or engage in any Transaction with you. Such information includes your name, address, telephone number, email address, driver's license number and issuing state or other government issued ID number.

SPRINGER'S RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO TERMINATE A TRANSACTION FOR ANY REASON WHATSOEVER. IF WE TERMINATE THE TRANSACTION, WE WILL SHIP YOUR MERCHANDISE BACK TO YOUR WITHIN 3 BUSINESS DAYS VIA THE SHIPPING METHOD OF OUR CHOICE.

In addition, the USA PATRIOT Act may require us to report certain types of transactions to the IRS and/or the U.S. Department of Treasury. Such reporting obligations may include but are not limited to IRS Form 1099-B, Form 8300, or Suspicious Activity Reports. You may be asked for information to help us comply with applicable reporting requirements and are required to do so in order to complete any Transaction.

We reserve the right to disclose your personally identifiable information upon request by a law enforcement and/or governmental agency, as required by law or when we believe that disclosure is necessary to protect our rights. Your personally identifiable information may also be disclosed in compliance with a subpoena, court order or other legal process.

16. Seller's Warranty to Springer's.

The Seller represents and warrants to Springer's that any Merchandise is, to the best of Seller's knowledge, authentic, and reasonably comports with the description provided by the Seller. Seller will not send Springer's replicas of any item in violation of the trademark or rights holder (for example, a "knock-off" "clone" or a replica of a ROLEX® watch).

17. Miscellaneous.

Any time frame set forth above may be extended in our discretion with or without notice to you in the event that we encounter technical difficulties concerning Our Website or otherwise, or encounter any other delays attributable to acts of God, including but not limited to fires, hurricanes, and other weather events.

Headings in these Terms and Conditions are for convenience only and shall not be used to interpret or construe the same. The invalidity, in whole or in part, of any provision of these Terms and Conditions shall not affect the validity of the remainder of the provisions of the Terms and Conditions.

Only persons and entities located in the Continental United States of America are eligible to be a Seller.

18. Governing Law.

All transactions and services between you and Springer's shall be deemed to occur in the State of Maine, U.S.A. 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 Maine law and applicable federal law, in accordance with the laws of the State of Maine without reference to or application of Maine's conflict of law principles.

19. WAIVER OF JURY TRIAL/JURISDICTION.

IF ANY CLAIM, ACTION OR LAWSUIT ARISES BETWEEN YOU AND THE COMPANY, YOU EXPRESSLY (A) WAIVE YOUR RIGHT TO A JURY TRIAL; AND (B) CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF EITHER THE STATE OR FEDERAL COURTS LOCATED IN CUMBERLAND COUNTY, MAINE and you expressly agree that any such Court has personal jurisdiction over you. You waive all defenses of lack of personal jurisdiction and forum non-conveniens.

SPRINGER'S DOES NOT CONSENT TO THE PERSONAL JURISDICTION OF ANY COURT OUTSIDE OF THE STATE OF MAINE. YOU AGREE NOT TO FILE SUIT AGAINST SPRINGER'S IN ANY COURT LOCATED OUTSIDE OF CUMBERLAND COUNTY, MAINE.

20. AMENDMENTS.

Springer's reserves the right to modify these Terms and Conditions at any time without notice. Such modifications will be effective upon posting.