

Central Refining, LLC: Terms & Conditions

The following sets forth terms and Conditions that Central Refining, LLC and Customer (as identified herein) agreement shall apply to all transactions between them concerning the with subject matter

1. Customer shall bear sole responsibility and liability for shipping precious metal products, gem/stone bearing products, and any type of jewelry to the Central Refining location in Dallas, TX.
2. Customer will enclose a separate, current Central Refining packing list with each lot shipment that includes without limitation, a description of the contents and weights (gross, tare and net weights, and itemization of gems/stones for recovery, as applicable). If customer fails to complete Central Refining packing list in its entirety and/or fails to clearly list the materials shipped and services requested, Central Refining will not be liable for loss or damage to claims.
3. Customer agrees to ship all materials in containers secured by an adequate security seal that ensures the integrity of the materials until it arrives at the Central Refining premises in Dallas, TX. If materials arrive without proper security seal, Central Refining assumes no responsibility for damages or losses.
4. In the event that the container of materials arrives at the Central Refining premises damaged, or defective in any way, Central Refining will immediately contact the customer to attempt to agree upon how to handle the shipment. If agreement can't be met, Central Refining will ship the materials in question back to the customer at the customer's expense. After 10 days of being notified of damaged or defective materials, the customer has not arranged for the shipment to be returned, Central Refining reserves the right to dispose of the material in a way that it deems appropriate without any liability to customer.
5. Customer guarantees that all materials sent to Central Refining are not derived in any way from any activity that could be deemed criminal, illegal, illicit, or otherwise prohibited by the law.
6. Customer acknowledges that the handling of and processing of materials by Central Refining, including but not limited to melting, burning, combusting and drying, may create conditions hazardous to human health.
7. Customer agrees that before delivery of material to Central Refining, Customer will provide to Central Refining a complete and accurate statement of the nature and extent of all substances in the materials that may be considered toxic or hazardous to human health. Substances that should be listed but not be limited to are as follows: vinyl chloride, zinc, sulphur, nickel, zinc, lead, iron, selenium, antimony, acrylonitrile, asbestos, ethylene oxide, silica, tellurium, arsenic, cadmium, isocyanides, and mercury. Customer also guarantees that all material will be free of radioactivity, asbestos, beryllium and thallium.
8. Customer represents and warrants that material will be properly packaged, and labeled in accordance with the Hazardous Materials Transportation Act and other applicable rules and regulations. Customer also agrees that all packaged materials that may contain toxic or hazardous substances will be reflected with proper hazardous warnings before the materials arrival at Central Refining.
9. As a condition of doing business with Central Refining, Customer agrees that if the Customer fails to comply with any of it's obligations herein, Customer will indemnify and hold Central Refining harmless from all injuries, costs, suits, expenses, lawyer fees, liabilities, fines, penalties, judgments, costs of settlements, losses, cost of storage, disposal, decontamination, and consequential or other damages that Central Refining may incur as a result of such failure by customer.
10. Upon receipt of material from Customer, Central Refining will weigh the materials immediately. If there is a "significant discrepancy" between the received weight and the weight conveyed by the customer to Central Refining, Central Refining will put on hold any and all processes relevant to material received and immediately call customer to see if an agreed weight on the material can be met. If an agreement can't be determined, Central Refining reserves the right to return the materials at the customers' expense. If there is not a significant discrepancy between the received weight and the weight reported by the customer, Central Refining will proceed without risk of liability for the discrepancy. Significant Discrepancy shall mean:
 - a. Gold: one ounce or greater
 - b. Silver: 15 ounces or greater
 - c. Platinum: One ounce or greater
 - d. Palladium: Once ounce or greater
11. Central Refining will use its best efforts to remove and recover gems/stones when asked to do gems/stone removal and recovery. Customer acknowledges the unavoidable risks of damage and loss associated with the removal and recovery process. Central Refining specifically disclaims all warranties of any kind related too its gem/stone removal and recovery service.
12. Central Refining guarantees turnaround time on metals received as follows:
 - a. Gold: Funds will be sent to customer the same day as received by Central Refining
 - b. Silver, Platinum, and Palladium: Funds will be sent to customer within 3-5 business days of being received by Central Refining
13. Central Refining shall not be held liable for any delay or non performance caused by contingency beyond it's control including but not limited to: inclement weather, accident, fire, or any other act of God.
14. These Terms and Conditions constitute the agreement between Customer & Central Refining. These terms and conditions may only be modified with written consent of both Customer and Central Refining.
15. If any provision of these general terms and conditions is found by court to be invalid, the remaining provisions will nonetheless be valid and enforceable.