

Found Money Form

Name: _____ Date: _____

Address: _____

Phone #: _____ Number of Pieces Shipped: _____

Mark One:

Email Bid: _____ Call with Bid: _____ Send Check: _____

"Found Money" Bag Guarantee

The terms and conditions below are legally binding on you as a user of the "Found Money" Bag website, "Found Money" bag and/or a customer of Mark Peter's Diamond Designs (MPDD) and insure to and insure to the benefit of MPDD and its successors and assigns.

Requirements For Use:

You must be twenty-one (21) years of age in order to use "Found Money" Bag, send MPDD your gold, jewelry or other property or to otherwise conduct business with MPDD. In addition, you must be (and, by using "Found Money" Bag or sending property to MPDD, you represent and warrant that you are the actual legal owner of any and all gold, jewelry and other property sold or attempted to be sold to MPDD and acting on your own behalf and not as the agent or representative of another person. MPDD may request documentation or other proof of compliance with these requirements.

Guarantee Against Loss / Limitations of Liability:

If there is a loss of the contents of "Found Money" Bag that you properly shipped to MPDD in accordance with the instructions and procedures set forth on the www.MarkPetersDiamondDesigns.com web site or this "Found Money" Bag, MPDD will guarantee you against such loss subject to these terms and conditions. MPDD's liability under such loss guarantee or otherwise will be limited to one third (1/3) of the value of the lost contents or One Hundred Dollars (\$), whichever is less.

If you believe that your gold, jewelry or other property is worth more than \$100.00, we recommend that you insure your shipment for more at your own expense using any carrier you choose.

In addition, if you do not provide MPDD with an original sales slip or appraisal (issued prior to the shipment to MPDD) for the lost contents, the value of your contents will be liquidation value, and MPDD's liability will be limited to Thirty-three Dollars (\$33.00). If you provide an original sales slip or such appraisal, the value of your contents will be based on such sales slip or appraisal, and MPDD's liability will be limited to One Hundred Dollars (\$100.00). You expressly acknowledge and agree that if you do not provide a sales slip or appraisal that was issued prior to the contents being submitted to MPDD, MPDD's determination of values shall be conclusive and binding.

Without limiting the foregoing, this guarantee will apply to properly shipped in the "Found Money" Bag packaging supplied by MPDD. MPDD reserves the right, in its sole discretion, to reject delivery of any mail, envelope or package that appears damaged, opened or tampered with, and any such rejected mail, envelope or package will be returned to you via U.S. Mail. MPDD will have no liability to you for any such attempted delivery or return of any such items. Except as expressly provided in these terms and conditions, MPDD will have no liability to you whatsoever, whether arising in connection with your use of the "Found Money" Bag, loss of gold, jewelry or other property or for any other reason, including, without limitation, MPDD's own acts or omissions. In no event will MPDD's liability to you exceed One Hundred Dollars (\$100.00). MPDD will not be liable to you for any damages, including but not limited to, incidental, consequential, punitive, loss of profit or opportunity, other than as expressly set forth in these terms and conditions.

Claim Procedures

In order to receive a loss guarantee payment or other remuneration from MPDD, you must submit a claim to MPDD on the claim form provided by MPDD. Such forms are available on request. You may submit a claim form any time after at least sixty (60) days after the date of mailing your "Found Money" Bag. MPDD will not accept or process your claim form unless it is fully and accurately completed, signed and delivered to MPDD in accordance with the instructions on the claim form. You must submit all supporting documentation with the completed and signed claim form. Failure to comply with these requirements will constitute a waiver by you, and result in the denial by MPDD of your claim.

Binding Effect

These terms and conditions including, without limitation, the limitations of liability, will be binding on you and all third parties, including but not limited to your successors, assigns, insurance carriers and any other individual or entity asserting any right or claim relating to your transaction with MPDD. In no event will MPDD be liable to any third party, including any insurance carrier. MPDD will not be liable for any subrogation claim brought by your insurance carrier, and, by submitting any property or "Found Money" Bag to MPDD, you expressly and specifically waive any such subrogation claim on your behalf as well as on the behalf of your insurance carrier.

Oral Offers

You may request MPDD to provide a telephone or e-mail quote for your items after such items have arrived at MPDD processing facility. Such offers may, at the discretion of MPDD, be recorded. Upon your acceptance, oral or written, of such quote, you will be legally bound by such transaction, payment will be issued by MPDD within twenty-four (24) hours and you will not have the opportunity to return your check and receive your items back from MPDD.

Return Insurance Limited Liability

MPDD will insure any item returned to you with a value, as determined by MPDD in its sole discretion, of \$15.00 or more at the amount of two (2) times such value (regardless of whether and in what amount it was insured for when mailed by you). MPDD will not insure any item with a value less than \$15.00. MPDD will, in its sole discretion, choose the return carrier, insurance, and receipt verification method for each transaction. Except for such insurance obligation, MPDD will have no liability whatsoever in connection with the return of any item to you.

These terms and conditions, and all "Found Money" Bag transactions, will be governed by the laws of the Commonwealth of Illinois without regard to its conflict of law provisions. MPDD's failure to exercise or enforce any right or provision of these terms and conditions will not be deemed to be a waiver of such right or provision. If any of these terms and conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and the other terms and conditions will remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the "Found Money" Bag or otherwise with MPDD must be filed within one (1) year after such claim or cause of action arose or forever be barred. Any such claim or cause of action must be filed with the Commonwealth of Illinois. MPDD will be entitled to reimbursement for any and all costs incurred by it in defending any civil action filed or attempted to be filed in any jurisdiction outside of the Commonwealth of Illinois, including but not limited to, attorney's fees incurred by MPDD.

Signature: _____ Date: _____

22K _____; 18K _____; 14K _____; 10K _____; SS _____; GF _____.
