

MEARS Authentication, LLC Terms and Conditions

1. During the course of evaluating various items, MEARS Authentication, LLC may come upon information regarding items submitted for evaluation that MEARS Authentication, LLC believes should be disseminated to the general public through its website. Customer, by this submission, agrees that MEARS Authentication, LLC may at its sole discretion make said information available to the public as indicated. Customer hereby waives any cause of action that it may have against MEARS Authentication, LLC for the dissemination of said information.
2. If MEARS Authentication, LLC becomes aware of new information that will result in an amended evaluation of an item previously submitted, MEARS Authentication, LLC will issue said amended evaluation at no extra cost to the individual who is the original submitter.
3. Any submission sent to MEARS Authentication, LLC must be packaged and shipped in accordance with requirements of the shipper that submitter uses to forward the items to MEARS Authentication, LLC. MEARS Authentication, LLC specifically disclaims any liability for damages that may be incurred during the shipment of the items from the submitter to MEARS Authentication, LLC. If any item received by MEARS Authentication, LLC is in a damaged or otherwise unsatisfactory condition, MEARS Authentication, LLC will notify submitter within 72 hours of receipt of said item. MEARS Authentication, LLC specifically disclaims any liability for damages that may be incurred during the course of the shipment.
4. All submissions must be legible and complete. If MEARS Authentication, LLC, in its sole discretion, determined that a form is not complete, not legible, or that payment in full is not received, it will notify submitter in writing within 72 hours of receipt, and no evaluation will proceed until all corrections required by MEARS Authentication, LLC have been made.
5. MEARS Authentication, LLC will make all efforts to authenticate or grade any submissions within a reasonable time frame. MEARS Authentication, LLC assumes no liability for damages relating to failure to certify, grade, and return submissions outside of said reasonable time frame.
6. It is anticipated that MEARS Authentication, LLC will process and ship orders within thirty (30) business days of receipt of said items at MEARS Authentication, LLC facilities, however, from time to time circumstances may occur which result in a delay in processing orders. Submitter releases MEARS Authentication, LLC from any liability for damages whatsoever that may result from said delay.
7. MEARS Authentication, LLC strongly suggests that shipper use tracking numbers and insure any items that are shipped to MEARS Authentication, LLC. MEARS Authentication, LLC does not assume any liability for any damage or loss incurred in transit to and from our facilities.
8. Submitters must examine any shipment received from MEARS Authentication, LLC within 48 hours of receipt. If there is any damage to any item submitted to MEARS Authentication, LLC, MEARS Authentication, LLC must be notified in writing within said time frame.
9. Authentication and grading involve individual judgments that are to some degree subjective and may change overtime depending on information that may become available to MEARS Authentication, LLC.
10. MEARS Authentication, LLC assumes no liability or implied for any evaluation that it makes.
11. MEARS Authentication, LLC will not evaluate any item that is received by it unless payment in full at the current MEARS Authentication, LLC rate is accompanied with the submission. Any payment made is nonrefundable.
12. MEARS Authentication, LLC denies any and all warranties or liability for its service, express or implied, unless specifically noted herein.
13. MEARS Authentication, LLC reserves the right not to grade or authenticate any item submitted. In that event, MEARS Authentication, LLC will refund any moneys forwarded to MEARS Authentication, LLC, but MEARS Authentication, LLC will not pay for any shipping costs incurred by submitter.
14. MEARS Authentication, LLC will make all reasonable attempts to ensure an item's care while in its possession. If an item is damaged while in the possession of MEARS Authentication, LLC, customer will be compensated at an amount set by MEARS Authentication, LLC at its sole discretion.
15. This document is composed of two pages and the terms of this agreement represent the final agreement of the parties and cannot be modified without the express written consent of the parties.
16. Any controversies or claims arising out of this contract shall be adjudicated within the Circuit Court of Milwaukee County, State of Wisconsin. In addition to any statutory costs and fees that could be awarded pursuant to the laws of said jurisdiction, submitter assumes responsibility for the payment of all reasonable attorneys fees incurred by MEARS Authentication, LLC in the defense of any litigation arising out of this contract.
17. A complete listing of Submission information including Evaluation Fees, Grading Criteria, Evaluation Policies, FAQ's, Submissions, Insurance and Rules and Policies can be found on the MEARS Authentication, LLC homepage at www.mearsonline.com.
18. I am submitting this item with full disclosure of its origin, history and condition with respect to use, wear, or alterations. I am not knowingly offering or representing something as game used that I purchased as game issued, team issued, altered, restored, or a retail/promotional offering without full disclosure. I understand that through the course of the evaluation performed by MEARS Authentication, LLC, I may be asked about the source of the item and history of ownership. MEARS Authentication, LLC reserves the right to no longer accept items from me or those that I have a business association with based on the submission of problematic items. In certain cases, MEARS Authentication, LLC reserves the right to turn the item and any and all information pertaining to it over to a law enforcement agency that has proper jurisdiction.

All information vital to the history/provenance, originality, authenticity, presence of alterations, and degree of wear or lack of therefore, should be presented to the evaluators at MEARS Authentication, LLC at the time of the authentication. In instances where this information is withheld or omitted at the initial time of evaluation and presented to MEARS Authentication, LLC at a later date, this information will be included in an amended LOO which will be updated at www.mearsonline.com. This new information will be included in the comment section of each letter and new information may affect a previously assigned grade. In these instances, MEARS Authentication, LLC is not responsible for any change of value this updated information may cause with respects to market values.
19. All images, recorded measurements & data, copies of provenance, supporting documentation and photographs, color plates, grading results, and any other information gathered and archived during the process of evaluation is sole property of MEARS Authentication, LLC. Information gathered will be included in the MEARS Authentication, LLC jersey and bat trade index and become a part of the permanent MEARS Authentication, LLC database. This will include items deemed as "unable to authenticate." Use of any portions of MEARS Authentication, LLC images and information is strictly prohibited without express written consent.



MEARS Authentication, LLC recommends that your item be placed in a shipping tube (bats in a bat tube). Pack the item securely within the tube with bubble wrap, packing peanuts, etc. in order to prevent shifting and possible damage during transit. Place the secured item within a box and once again secure it. Customers must place the submission form inside the box before sealing and should also keep a copy for their records. Completely seal the outside of the box shut with a post-office accepted tape and shake slightly to ensure everything is packed securely and shifting will not occur during shipping. Send the package out via any common carrier, including but not limited to U.S. Postal Service, UPS, Fed Ex, Airborne, etc.