



## Terms and Conditions of Submission to MEARS Evaluation, LLC

For purposes of this agreement, "Company" refers to MEARS Evaluation, LLC, and "Customer" refers to the individual or entity submitting an item for evaluation by the Company. The terms and conditions outlined below govern the relationship between the Company and the Customer.

The Customer is advised to carefully read and understand the terms and conditions set forth herein before submitting any items to the Company for evaluation. Submission of an item constitutes the Customer's acceptance of these terms and conditions in full.

The Company reserves the right to modify or amend these terms and conditions at any time without prior notice. Any changes will be effective immediately upon being posted to the Company's website or the submission form, or otherwise communicated to the Customer. It is the Customer's responsibility to review the terms periodically for any updates or changes.

**1. Public Disclosure of Information** - During the evaluation of items, the Company may identify information it deems valuable or relevant to the public. By submitting items for evaluation, the Customer consents to the Company, at its sole discretion, disseminating such information via its website or other platforms. The Customer expressly waives any claim or cause of action against the Company arising from the disclosure of such information.

**2. Amended Evaluation** - In the event that the Company obtains new information that necessitates an amended evaluation of an item previously submitted, the Company will issue the revised evaluation at no additional cost to the original Customer. Any amended evaluation is provided without warranties or guarantees, expressed or implied, regarding accuracy, market value, or condition.

**3. Shipping and Packaging** - The Customer is responsible for packaging and shipping items in accordance with the requirements of their chosen carrier. The Company disclaims all liability for any damages incurred during transit from the Customer to its facilities. Upon receipt, if an item is found to be damaged or unsatisfactory, the Company will notify the Customer within 72 hours. The Company also disclaims any liability for damages occurring during the return shipment of items.

**4. Submission Requirements** - All submissions must be legible, complete, and accompanied by full payment. If the Company determines that the submission is incomplete, illegible, or lacks proper payment, the Customer will be notified within 72 hours. No evaluation will proceed until all deficiencies are remedied to the satisfaction of the Company.

**5. Time Frame for Evaluation** - The Company will strive to complete the evaluation or grading process within a reasonable time frame. However, any estimated time frame provided is only an estimate and is not guaranteed. The Company assumes no liability for delays or damages resulting from any failure to complete evaluations within that time frame.

**6. Processing and Shipment** - While the Company typically processes and ships orders within thirty (30) business days of receipt, delays may occur. The Customer agrees to release the Company from any liability arising from such delays, including but not limited to any consequential damages.

**7. Shipping Recommendations** - The Company strongly advises that all shipments to and from its facilities be insured and include tracking numbers. The Company disclaims any liability for loss or damage during transit, regardless of the method of shipment used. Furthermore, logistics companies or carriers engaged by the Customer do not represent the Company, and the Company will not be liable for any items while they are in transit.

**8. Inspection of Returned Items** - The Customer must inspect any items returned by the Company within 48 hours of receipt. Any claims for damages must be submitted in writing and include photographic evidence within this time frame. Failure to notify the Company within this period will result in the waiver of any claims for damage.

**9. Subjectivity of Evaluation and Grading** - The process of evaluation and grading inherently involves subjective judgments, which may change over time based on new information. The Company reserves the right to amend evaluations at any time as additional data becomes available.

**10. Limitation of Liability** - The Company assumes no liability for any evaluations provided. All evaluations are made to the best of the Company's knowledge at the time and are subject to future revision. No warranties, express or implied, are provided unless explicitly stated.

**11. Disclaimer of Warranties** - Except as expressly provided herein, the Company disclaims all warranties, express or implied, with respect to its services, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

**12. Payment and Refund Policy** - The Company will not process any item for evaluation unless payment in full at the current rate is provided with the submission. All payments are nonrefundable.

**13. Payment Authorization** - By submitting items for evaluation, the Customer authorizes the Company to charge the provided payment method for all applicable fees associated with the evaluation process. The Customer affirms that they are legally entitled to make the payment and have the authority to do so. This authorization will remain in effect until the Customer cancels the authorization in writing, subject to the Company's acknowledgment of such cancellation.

**14. Right to Reject Submissions** - The Company reserves the right to reject any item for grading or evaluation for any reason whatsoever. The Company shall bear no legal repercussions for such rejection. In the event an item is rejected, any payments made will be refunded, excluding any shipping or handling costs incurred by the Customer.

**15. Care of Items** - The Company will take reasonable care of all items while in its possession. However, insurance for the submitted item is the sole responsibility of the Customer. If an item is damaged while in the custody of the Company, compensation will be provided based on the sole discretion of the Company.

**16. Liability for Errors** - In the event of an error in evaluation, the Company's liability is strictly limited to the amount paid for the evaluation process. The Company will not be held liable for any inaccuracies in evaluation or any consequential damages that may arise as a result. Furthermore, the Company will not be held liable for any damages or disputes arising from third-party or sequential transactions involving the item after its evaluation. The Company's liability is limited exclusively to the direct relationship between the Company and the original Customer, in the amount of the evaluation.

**17. Third-Party Transactions and Liability** - The Company shall not be held liable for any claims, disputes, or damages arising from third-party transactions involving an item after its evaluation. The Company's responsibility is limited to the evaluation process, and any subsequent sale, transfer, or representation of the item is the sole responsibility of the Customer. The Company does not assume any liability for third-party reliance on its evaluation.

**18. Dispute Resolution and Legal Venue** - All disputes or claims arising from this contract shall be resolved exclusively in the Circuit Court of Milwaukee County, Wisconsin. In addition to any statutory costs and fees, the Customer agrees to pay all reasonable attorneys' fees incurred by the Company in defending any legal action.

**19. Submission Information** - A comprehensive list of submission guidelines, including evaluation fees, grading criteria, policies, and FAQs, is available on the Company's website at [www.mearsonline.com](http://www.mearsonline.com).

**20. Disclosure of Item History and Condition** - By submitting an item, the Customer affirms full disclosure of its origin, history, condition, and any known modifications, including but not limited to game-used, game-issued, team-issued, altered, restored, or retail/promotional offerings. The Customer confirms that they are not knowingly offering or representing an item as game-used when it was purchased as game-issued, team-issued, altered, restored, or a retail/promotional offering without full disclosure. The Customer understands that during the evaluation, the Company may inquire about the source and ownership history of the item. The Company may also contact third parties to verify authenticity and gather additional information as needed. The Company reserves the right to reject future submissions from any individual or entity associated with fraudulent or misrepresented items. In certain cases, items and related information may be turned over to law enforcement.

**21. Fraudulent Submissions** - The Company reserves the right to pursue legal action against any Customer who knowingly submits fraudulent items with the intent to deceive the Company or damage its reputation. If the Company determines that an item was submitted under fraudulent pretenses to harm the Company, the Company is entitled to take appropriate legal measures to protect its reputation and interests, including seeking damages for any resulting harm.

**22. Ownership and Use of Evaluation Materials** - All images, measurements, provenance records, supporting documents, grading results, and other materials collected during the evaluation process are the exclusive property of the Company. This information, including items that are deemed unauthentic, will be archived in the Company's database. The Company reserves the right to use these materials for marketing purposes and may profit from the database and any other items related to the evaluation process. Unauthorized use of these materials is strictly prohibited.

**23. Abandoned Property** - Any item that has been evaluated or has been rejected for evaluation by the Company that is not picked up, or requested for shipment for which shipping costs are not paid within thirty (30) days of notification to the Customer, will be considered abandoned. The Company reserves the right to assume ownership of such items, and the Customer waives any further claim to said items. The Company reserves the right to dispose of or sell the item in question in any matter it may choose.

**24. Entire Agreement** - This document constitutes the final and complete agreement between the parties. Any modifications must be made in writing and signed by both parties to be enforceable.

If the Customer has any questions or requires clarification regarding these terms and conditions, they are encouraged to contact MEARS Evaluation, LLC directly.



### PACKAGING YOUR ITEM

MEARS Evaluation, 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.