



Fill Out Form & Email to :
upscalecards@yahoo.com

SUBMISSION FORM

CARD INFORMATION							
#	Sport	Qty.	Year	Set Name (Fleer, Donruss, Etc.)	Card#	Player Name	Declared Value
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
TOTAL QTY.							

Use this column to determine return insurance

PERSONAL INFORMATION		
Ship to: (Please Print Clearly)	UCG Employee Use Only	Ship Via:
Name:	Raw Card Review	<input type="checkbox"/> Priority Overnight
Address:	Encapsulation	<input type="checkbox"/> 2 Day
Please check one: <input type="checkbox"/> Residential <input type="checkbox"/> Business		<input type="checkbox"/> Express saver
City:	Date Received:	<input type="checkbox"/> Ground
State: Zip:	Received By:	<input type="checkbox"/> My FedEx Account #
Phone:		_____
E-mail:		<input type="checkbox"/> International Shipping

PAYMENT INFORMATION	CALCULATING YOUR TOTAL PAYMENT TO UCG
PAYMENT OPTIONS: ___ Check/Money Order (Please DO NOT send cash) ___ Visa ___ MC ___ AX ___ Disc. Card #: _____ Exp. Date: _____ CVC _____ Name: _____ Signature: _____ Signature / Name _____ Date _____ <small>I HAVE READ AND AGREE TO THE UCG GRADING TERMS AND CONDITIONS ON THE REVERSE SIDE.</small>	1. Total # of cards: _____ 2. Grading Fee Per Card \$ _____ 3. Line 1 X 2 for total grading fee \$ _____ 4. Return insurance (see Table) \$ _____ 5. Return postage (see Table) \$ _____ Total (add lines 3, 4 & 5) \$ _____ <input type="checkbox"/> Decline Required Delivery Signature Decline Slab If Altered Promotion Code _____ <small>PLEASE ENTER COUPON CODE ABOVE</small>



SUBMISSION RULES AND INSTRUCTIONS

SHIPPING RATES

Grading Prices	DAYS	PRICES
Express	5 Days	\$22 Per Card
Fast	7 Days	\$15 Per Card
Economy	10 Days	\$8 Per Card up to 49 Cards
Bulk	15 Days	\$5 Per Card 50 or more Cards

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is \$5

- At this time, UCG Grading Services accepts and grades most all licensed cards up to 3.5 inches by 2.5 inches. Only "pack pulled" licensed autographed or personalized cards will be accepted.
- UCG will not grade items which bear evidence of trimming, recoloring, restoration or any other form of tampering, or are of questionable authenticity, and Customer agrees not to knowingly submit any such items. Customer agrees that in the event UCG rejects any items for grading, UCG shall not refund the amount paid by Customer because the determination to reject an item requires a review by UCG's graders and authenticators. Customer represents and warrants that he/she has no knowledge and no reasonable basis to believe that any item submitted for grading has been altered in any way or is not genuine.
- All submissions must be addressed to UCG Grading Services, 2611 West Delaware st Evansville Indiana 47712. Improperly addressed shipments are not subject to turnaround time guarantees. Cards should be sent in oversized (3.25" x 5") semi-rigid holders (such as a Card Saver I). "Penny sleeves" should also be used in conjunction with the oversized semi-rigid holders. UCG will not be responsible for any damages incurred by the use of any holders.
- Please PRINT your name and account number (if you have one) in the upper right corner of the submission form. If you do not have an account number, one will be assigned to you.
- Please fill in your name, address, phone and e-mail where indicated.
- Note your return shipping method of choice in the "SHIPPING" section. Standard shipping will be via Federal Express unless otherwise marked.
- List all cards you are submitting with player name, year, sport, card manufacturer and card number, and your declared value. You may use additional forms to list more cards, but please choose only one service level per submission form.
- Payment options: Visa, Mastercard, PayPal, money order and personal check. Choose your preferred form of payment. All payments must be in U.S. funds. Returned checks will be assessed a \$25.00 fee.
- Be sure to include return insurance and ship to address. Send to the attention of "UCG Grading Services". All cards must be sent insured - UCG will not be responsible for uninsured packages. Owner's declared value is used for determining insurance cost of the return shipment and the maximum amount that can be claimed for damage or loss in shipment for any card or cards. If a claim is necessary at any point, the value of each card will be based upon the actual market value not to exceed the insured value the customer assigned to the card.
- Failure to completely and accurately fill out the submission form may result in delayed turnaround times or additional charges. If you have questions, visit our web site at www.upscaletradingcards.com or e-mail us at Upscalecards@yahoo.com.
- In no event shall UCG have liability to Customer for incidental, indirect, or consequential damages due to UCG's failure to grade and/or authenticate any items within any timeframe, and Customer waives all rights to seek incidental, indirect, or consequential damages against UCG. All turnaround time frames are estimates and refer to business days, which shall not include holidays or days that the UCG office is closed.
- Grading involves individual judgments that are subjective and require the exercise of professional opinion, which can change from time to time. Therefore, UCG makes no warranty or representation and shall have no liability whatsoever to Customer for the grade assigned by UCG to any item. Amount paid to UCG is NON-REFUNDABLE once the item begins the authentication and/or grading process.
- All fees and amounts charged by UCG are subject to change in UCG's sole and absolute discretion. Unless otherwise provided in writing, all services or products provided by UCG shall be billed at the prices prevailing at the time the services or products are provided to Customer.

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14. After the submission and grading of an item by UCG, new information may arise or become available that was unavailable at the time a grade was assigned by UCG to any item. UCG shall have no liability to Customer, and UCG shall be under no obligation to change a grade assigned to an item (unless such an item is re-submitted for grading).

15. Clerical errors can occur in connection with the grading, review, or reholding of an item submitted to UCG. Customer's sole and exclusive remedy is to allow UCG to correct the clerical error, and reholder the item at UCG's sole cost and expense.

16. UCG will exercise reasonable care in handling items submitted for grading and/or authentication, review, or reholding. However, if Customer's item was lost or damaged while in UCG's possession, Customer will be compensated based upon the fair market value of the item as determined by UCG standard procedures which may include filing a claim with our insurance carrier. The declared value you stated on the front of this form is for estimating the insurance coverage only, and the fair market value of the item may be less than your declared value. IN NO EVENT SHALL THE TOTAL LIABILITY OF UCG, ITS AFFILIATES OR ANY OF UCG'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUBSIDIARIES, DIVISIONS, SUCCESSORS, SUPPLIERS, DISTRIBUTORS, AFFILIATES, VENDORS, CONTRACTORS, REPRESENTATIVES OR SERVICE PROVIDERS EXCEED THE GREATER OF: (I) THE FEES PAID TO UCG FOR GRADING AND/OR AUTHENTICATION OF AN ITEM, OR (II) THE NET PROCEEDS OF INSURANCE (LESS ANY DEDUCTIBLE PAID BY UCG). Such compensation shall be Customer's exclusive remedy for any loss or damage. UCG OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES, NOR SHALL UCG OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON ALLEGED NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY THEORY OTHER THAN THE LIMITED LIABILITY STATED HEREIN, EVEN IF ADVISED OF THE POSSIBILITY OF SAME.

17. Customer acknowledges and agrees that UCG's owners and employees shall be permitted to submit items for grading without limitation. Furthermore, UCG's owners and employees may buy, sell, and trade UCG graded items without limitation.

18. Customer is required to inspect all items immediately upon receipt and UCG disclaims any liability for discrepancies or errors, including, but not limited to, errors in the description of the item unless reported to UCG within ve (5) business days of Customer's receipt of the item(s). Customer agrees to return any incorrectly described item to UCG upon request for correction and agrees to indemnify and hold UCG harmless from any and all losses and/or claims caused by the circulation or sale of incorrectly described items.

19. UCG shall have no liability whatsoever to Customer, or any third party for whom Customer may be acting, related to any damage to any item resulting from the breaking open of an UCG holder or third-party holder, or for any damage to any item that occurred while the card was not in the custody or control of UCG including, but not limited to, loss or damage to items while being shipped to UCG, or while being shipped by UCG to Customer.

20. Customer agrees that it will notify UCG if the Customer knowingly submits an item encapsulated within a case, holder or other protective outer layer that is broken, tampered with, or otherwise defective in any manner. If UCG receives from Customer a case, holder or other protective outer layer that is broken, tampered with, or defective in any matter, regardless of whether or not the Customer knew the case/holder was broken, then UCG shall have no liability whatsoever to Customer, or any third party for whom Customer may be acting, for any further or additional damage that may occur to the case/holder or the item contained therein if UCG opens or otherwise removes the broken or defective case/holder.

21. In the event UCG, in UCG's sole and absolute opinion, determines that an item within an UCG holder is fraudulent, tampered with, or is not accurately described, then UCG is authorized, without further notice to Customer, to remove the item from the holder. In addition, if an item has been previously graded by UCG and placed in a holder, and such item is subsequently damaged, then UCG reserves the right to remove the item from its holder, and is under no obligation to re-grade such an item.

22. Customer acknowledges and agrees to exercise reasonable care with regard to any item graded and further acknowledges and agrees items in an UCG holder can be damaged and/or destroyed if reasonable care is not exercised (e.g. holders are not waterproof or UV-resistant).

23. Except as expressly set forth herein to the contrary, UCG DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, REGARDING UCG'S GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

24. If any items are being submitted on behalf of a third party, Customer represents and warrants that such third party has agreed and accepted this Agreement and has signed a duplicate copy hereof where indicated. Customer agrees to provide that third party signed copy to UCG at any time upon its request. UCG shall not be required to complete any work until Customer provides a copy of the executed third party Agreement.

25. Customer agrees to indemnify, defend and hold UCG and (as applicable) its parent, subsidiaries, aliates, ocers, directors, agents, and employees, harmless from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of or related to the submission of an item to UCG, related to the grade assigned by UCG, any services or products provided by UCG to Customer. Customer's breach of this Agreement or the documents it incorporates by reference, or customer's violation of any law or the rights of a third party. This indemnification will survive termination.

26. This Agreement is governed by and construed in accordance with the substantive laws of the State of Michigan, without regard to conflicts of laws principles. The parties hereby consent to personal jurisdiction of the courts of the State of Michigan with respect to any legal action to enforce the terms and conditions of this Agreement or otherwise arising under or with respect to this Agreement, and agree that venue for all such actions shall be in Oakland County, Michigan.

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27. UCG reserves the right to not perform services requested by the customer for any reason, including items being too fragile to handle or encapsulate, items being of a type that UCG does not wish to grade or any other reason. If customer wishes to have a fragile item encapsulated and UCG agrees to perform the services requested, customer must agree to sign a waiver of liability prior to UCG starting the agreed to service.

28. Customer agrees (a) to pay to UCG all pricing and other charges when due; (b) that any delinquent balances shall accrue interest at the rate of 10% per year until paid (or, if less, the maximum interest rate permitted by applicable law); and (c) that UCG shall have a security interest in the items submitted, as well as in any other property of Customer in the possession of UCG or its aliates (collectively, the "Property"), to secure payment thereof. Customer hereby grants to UCG an assignment of and lien against the Property in the amount of any pricing and other charges due and payable pursuant to the terms of this Agreement. Customer hereby authorizes UCG to le, at any time on or after the date such pricing totals and other charges become due, appropriate uniform commercial code nancing statements in such jurisdictions and oces as UCG deems necessary in connection with the perfection of a security interest in the Property.

29. UCG shall have no liability whatsoever to Customer, or any third party for whom Customer may be acting, (i) for any personal injury or (ii) any damage to any item, or otherwise, resulting from the breaking open of a UCG item holder, or for any damage to any item that UCG can reasonably demonstrate occurred while the item was not in the custody or control of UCG including, but not limited to, loss or damage to items while being shipped to UCG, or while being shipped by UCG to Customer by a method selected and paid for by Customer.

30. In the ordinary course of its grading operations, UCG (i) compiles data regarding each item submitted for grading, including, but not limited to, data relating to the identity, production, condition and grade of the item (the "Data"); and (ii) may take, or have taken, one or more digital or other types of photographs, images or reproductions of each such item (collectively, the "Images"). In consideration for the grading services being provided by UCG, Customer, on behalf of itself and any third party for whom Customer may be acting, hereby authorizes UCG (i) to compile and maintain such Data with respect to each item submitted hereunder for grading; and (ii) to take, or cause to be taken, one or more Images of each such item, and further agrees that UCG will be the owner of such Data and all such Images and that UCG may use and exploit such Data and the Images for commercial and any other purposes, as UCG in its sole discretion deems appropriate, including, but not limited to, the publication and republication or reproduction in or on any media, of such Data and Images. Without limiting the generality of the foregoing, Customer, on behalf of itself and any third party for whom Customer may be acting with respect to this agreement, unconditionally and irrevocably transfers, conveys and assigns to UCG any and all current and any hereafter acquired rights, title and interests (including, without limitation, rights in copyright, patent, trade secret and trademark) that Customer or any such third party may have in or to the Data and the Images (on whatever media or in whatever form such Images may be reproduced or published).

31. The terms and provisions in this Agreement and the Customer Agreement, if applicable, constitute the entire agreement of UCG and Customer (and any third party for whom Customer may be acting) regarding, and supersede all prior agreements and understandings (written or oral) between or among such parties relating to, the subject matter hereof. If it is determined that there are any inconsistencies between this Agreement and the Customer Agreement, then this Agreement shall control. If any term or provision of this Agreement is determined, by a final and non-appealable ruling or order of a court of competent jurisdiction, to be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not affect the validity or enforceability of any of the other terms or provisions of this agreement. Each party shall execute and deliver such additional documents and instruments as any other party may request to better evidence or effectuate the agreements contained herein, including the assignment of rights set forth in Section 11, and procedures, and further agree that UCG is entitled to rely upon and benet from those terms and procedures.



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