

Grading form: Should be accompanied by this completed form and send to:

Canadian Acrylic Display, 9073-5549 QC INC.

2335 route 133

Saint-Jean-sur-Richelieu, QC

J2X 5V2

Canada

Billing Information				Shipping Infor	matio	n (only if dif	ferent from	Billing	
				information)					
Name:				Name:					
Address:				Address:					
Address Line 2 (Apt.,	Ste. #):			Address Line 2	? (Apt.,	Ste. #):			
City:	State:	Zip/Postal Code:	Country:	City:		State:	Zip/Postal	Code:	Country:
	1 I	Conta	ct Information					Shippi	ng Address
								ls:	
Telephone:		Email Address:			eBay	ID (optional)	:	(Circle	e one below)
								Home	e Business

PLEASE KEEP A COPY OF THIS COMPLETED SUBMISSION FORM FOR YOUR RECORDS. STEP 2 -COMPLETE THE SUBMISSION LIST(S) ON THE FOLLOWING PAGE(S).

For Most Packaged Items:

To be eligible for grading under either our must be factory sealed if this is how they were available at retail. If items were originally available without a tape, sticker, or cellophane seal or if boxes have an internal blister seal in addition to the tape seal, we will need to verify the contents as new and unused in order to assign a grade. Factory sealed items are not typically eligible for standard grading if they are double-taped (one piece of tape cut and a second placed over the first). While double-taping can occur at the factory, it isn't possible for us to verify the double-tape as factory applied in most cases. If your toy or video game-related item is double-taped and you wish to have it graded, it is recommended that you cut the double-taped side, verify the contents as new, and submit the item under our **Qualified Grading Scale**.*

For an action figure related toy or a video game to be eligible to receive a grade under our **Qualified Grading Scale**, packaged items must contain new or unused contents. Plastic bags inside the box should not be intentionally opened and there should be no evidence of prior assembly of any part of the item. If bags are torn open significantly, or other packaging inside the box is damaged, but all parts are still new and unused, (i.e. stickers unapplied and plastic parts still on plastic trees, etc.) CAD may, at its sole discretion, assign grades to items. These defects will be noted on the accompanying documentation CAD provides with all 'qualified' items. Unused, but tape-cut items which also have internal blister seals to house figures or other items must still retain all internal blister seals to qualify for grading under any scale.

For Catalog Mailers & Mail-Away Exclusives:

Many of these items were distributed in plain white, plain brown, or line-art boxes. While some mailer boxes may have stickers or item numbers which can display or list the contents, the outer box must be opened and contents inspected for a grade to be assigned. A sealed box is not required for mailers, but sealed mailer boxes opened at CAD receive an *uncirculated* designation. To be eligiblefor grading under our all contents must be included and in new condition. Sealed or taped bagged items should still be present in unopened bags. Dried tape is accepted at CAD's sole discretion. All original catalogs and paperwork must also be present. In certain instances, the outer packaging used for mailing the item(s), such as large plain envelopes, may not be required or included with a graded mail-away item. In the majority of instances all contents in addition to the actual mailer box are required for an item to receive a grade.

PLEASE KEEP A COPY OF THIS COMPLETED SUBMISSION FORM FOR YOUR RECORDS.

For Autographed Action Figures & Video Games:

While autographs cannot be verified as authentic in most instances, items with autographs may be graded under our **Qualified Grading Scale** without an autograph labeled or treated as a major flaw. Accompanying documentation will verify that an item is authentic and has been graded, but that the autograph cannot be verified as authentic. Under any other CAD grading scale, autographs are treated as major flaws and will have a significant impact on the grade an item receives. The only exceptions to this policy in which items may receive a grade under our **Standard Grading Scale** and be labeled as autographed, are items submitted directly by the manufacturer or event promoter licensed to offer autographed products, items which can be verified as part of a planned limited autographed release, or items in which a CAD representative has witnessed or has other direct knowledge of the autograph in question.

For select Pre-Production, Prototype & Hand-made Action Figures & Video Games:

Provided items of this type can be verified as authentic via outside authentication by CIB, a grade can be assigned under our **Qualified Grading Scale.** Accompanying documentation will also be provided in order to provide details about the materials used and type of preproduction item. Items such as wax sculpts, certain types of hardcopies, and certain other fragile pre-production items may not be eligible for grading because they cannot be safely encased in acrylic for transit.

II. Enter detailed information for all items to be included on your submission and include the desired tier codes, along with fees associated with any optional services or upgrades. Directions can be found below and entry examples can be found on Page 5's sample SUBMISSION LIST with ITEM ENTRY EXAMPLES.

Item information should be entered to the best of your ability. We will often alter or correct the way items are listed on each label. The primary purpose of this section is to provide an inventory for both CAD and for your own reference which lists the items included in a given submission. To ensure consideration in labeling any applicable variation, please be sure to include desired variation information for each item you believe to be a rare, chase, or less common variant.

Item Specific Information:

Year - refers to the year of production for packaged items, or in most cases, the year stamped into the toy for loose items.

Company – refers to the manufacturer of each item.

Series or System - refers to either the toy line or video game platform associated with each item.

Details – refers to specific information associated with your item. For example, the card-back or specific release, whether loose or bagged, and any other relevant information you'd like to include.

Name (& variation) – refers to the specific name of your toy or game, and any applicable variation that you'd like us to consider including on the label*. *While it is helpful to list a desired variation, we may not recognize every variation as valid by our standards.

Item Grading/Casing Specifics – In some cases, you may want to include special instructions if applicable. Here are some words used to provide some of the more common types of casing specifics:

- For a limited number of modern items which have additional factory clamshell packaging in addition to standard retail packaging, such as Star Wars VOTC and certain Star Wars and GI Joe exclusives, the words *in clamshell* should only be written if you would like an item graded in the plastic clamshell, and understand that it will be billed under a more expensive custom tier level.
- For action figures and dolls which have a flap designed to open and close, the word *flapopen*or*flap closed* should be used to designate how an item should be cased. Different custom tier levels may apply depending on this option which can significantly change the size of the case required. The closed flap option cannot be used for dolls such as vintage Star Wars which are designed to be displayed with the flap open. This option should only be used for items which were exclusively shipped and sold at retail with the flap closed. If no option is chosen, we will grade and case your item with the flap open, as this is by far the more displayable option.

We UV – All of our acrylic used a offers 97% UV protection

Qty	Year	Company	Series or Game System	Details / Title	Name and variation (if applicable)	more variation information
						Total Quantity of Items:

Complete the Canadian Acrylic display graded list

if you want a quote before sending you can contact us at: info@canadianacrylicdisplay.com

Please choose a method of payment below <u>TERMS AND CONDITIONS</u>

1. **DEFINITIONS.**

"CAD" means Canadian Acrylic Display, Inc., all grading divisions, its agents, insurers, members, affiliates, officers, owners, employees, and predecessors and successors in interest.

"Agreement" means the CAD Submission Form (including these terms and conditions), as originally executed by the Customer and as subsequently amended or modified in accordance with its terms.

"Claim" means all claims, demands, debts, rights, obligations, duties, suits, damages, actions and causes of action of every kind, nature and description whatsoever, known or unknown, latent or patent.

"Customer" includes any person who submits an Item for grading, and his or her predecessors or successors in interest, assigns, and heirs.

"Item" includes any action figure, doll, die-cast, other toy, video game, other collectible, or any other item, piece, or good eligible for Services.

"Services" means any material, good, or service provided by CAD to Customer including grading, casing, and authentication of an Item.

- 2. **<u>RECURRING WORDS</u>**. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) all monetary amounts are denominated in Canadian dollars, (d) neuter words should be construed to include correlative feminine and masculine words, (e) words in the singular number include words in the plural number and vice versa. Paragraph titles or captions contained in this Agreement are inserted only for convenience and reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.
- 3. <u>AUTHENTICITY</u>. By submitting Items for grading to CAD, Customer attests, under penalty of perjury, that Customer has not tampered with, resealed, touched up, or otherwise restored Items. Furthermore, Customer attests, under penalty of perjury, that Customer is unaware of any restoration having been performed on submitted Items by any other person or entity. Customer acknowledges that an intentional attempt to defraud CAD, may result in Customer being held financially liable for any damages suffered by CAD as a result of Customer's acts or omission, including, without limitation, damages to CAD's business reputation.

4. INTERNATIONAL PAYMENT PROCESSING.

We will send you an invoice online with the Paypal payment system. You do not need to be a paypal member to use the service.

REJECTION OF SUBMITTALS. CAD reserves the right to reject any Item submitted for Services to CAD for any reason in its sole and exclusive judgment. CAD will not assign a grade to any Item which bears evidence of restoration, resealing, or other forms of tampering. In addition, any Item CAD determines to be of questionable authenticity will be refused for grading. In the event CAD determines that an Item has been tampered with and rejects the Item for grading, the fee paid by the Customer for the grading service shall not be refunded. CAD will not case an Item rejected for signs of restoration, reseals or reproduction under any circumstances.

- 5. <u>SHIPPING DAMAGE.</u> Customer must package well and ship the CAD is not liable and Customer is solely liable for loss, damage, or destruction of an Item during shipping to or from CAD. Customer's sole recourse in the event loss, damage, or destruction occurs during shipping an Item is insurance provided by the shipping carrier or shipping insurance agency (Canada post, UPS, purolator). Customer shall insure the Item for its full fair market value. The full fair market value of Item, as chosen by Customer, represents the maximum replacement value and insurance coverage associated with Item, including all grading, shipping, and other related fees applicable for Item, while in return transit to Customer. In the event of damage in return transit, CAD will request the return of damaged Item(s) in order to help Customer process insurance claim. Damaged items will not be returned to Customer if insurance claim is paid.
- INSPECTION OF ITEM. Customer shall inspect any Item shipped by CAD to Customer immediately upon receipt. Customer shall notify CAD in writing either via e-mail or written letter to the address indicated on CAD's website of any damage or discrepancy in the Item shipped by CAD to Customer within five (5) business days of receipt of the Item. Receipt of the Item is determined by the date indicated on the delivery confirmation or tracking provided by the shipping carrier.
 FAILURE TO NOTIFY CGA IN WRITING WITHIN 5 BUSINESS DAYS RESULTS IN THE WAIVER OF ANY CLAIM CUSTOMER MAY HAVE AGAINST CAD FOR THE DAMAGE OR DISCREPANCY IN THE ITEM OR SERVICES PERFORMED.
- 7. <u>TIME OF COMPLETION.</u>CAD turnaround times for Services are only suggested time frames. Actual turnaround times may be less or more than the suggested turnaround time depending on the volume of items, availability of materials, and other conditions impacting business. ALTHOUGH CAD WILL USE REASONABLE EFFORTS TO COMPLY WITH SUGGESTED TURNAROUND TIMES, CAD IS NOT LIABLE FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE FAILURE OF CAD TO PROVIDE SERVICES TO CUSTOMER WITHIN SUGGESTED TURNAROUND TIMES AND CUSTOMER WAIVES ALL SUCH CLAIMS AND RELEASES CAD FROM ANY SUCH CLAIM.
- 8. FORFEITURE OF ITEMS.Customer acknowledges that all Items submitted for grading to CAD, and subsequently left unpaid for, for a period of greater than 180 days, may be forfeited to CAD at CAD's sole discretion. CAD WILL USE REASONABLE EFFORTS TO CONTACT CUSTOMER BY TELEPHONE, EMAIL, AND AFTER 90 DAYS BY REGISTERED MAIL TO INFORM CUSTOMER OF THE POTENTIAL FORFEITURE OF ITEMS. FURTHERMORE, THE PRICING LEVEL AT THE TIME OF PAYMENT, AND NOT AT THE TIME OF SUBMITTAL, WILL BE CALCULATED TO COVER ALL GRADING, SERVICES, AND RETURN SHIPPING FEES. IN THE EVENT CUSTOMER DECIDES TO HAVE ITEMS RETURNED UNGRADED WITHIN 180 DAYS OF RECEIPT BY CAD, CUSTOMER AGREES TO BE RESPONSIBLE FOR RETURN SHIPPING CHARGES, PACKAGING CHARGES, MATERIAL CHARGES AND IF THE ITEMS HAVE BEEN AT CAD FOR MORE THAN 90 DAYS, STORAGE CHARGES.
- 9. INDEMNIFICATION, RELEASE & LIMITATION OF DAMAGES, CUSTOMER AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS CAD FROM AND AGAINST ALL CLAIMS AND DAMAGES, WHETHER ACTUAL OR CONSEQUENTIAL, INCLUDING ATTORNEY'S FEES, COSTS, AND EXPENSES, ARISING OUT OF OR RELATING TO THE AGREEMENT OR SERVICES REGARDLESS OF WHETHER THOSE CLAIMS OR DAMAGES ARE BASED IN LAW, EQUITY, TORT, WARRANTY, CONTRACT, OR FEDERAL OR STATE STATUTORY CLAIMS, INCLUDING CLAIMS ALLEGED TO BE THE RESULT OF THE NEGLIGENT ACTS OR OMISSIONS OF CAD, UNLESS OTHERWISE PROVIDED BY STATUTE. While CAD agrees to handle all items with care, customer agrees that any Claim arising out of or relating to Services performed for an individual item by CAD is limited to the dollar amount of the Services performed by CAD for the Customer for that item. CAD excludes, disclaims and is not liable to the Customer for any indirect, special, exemplary, incidental or consequential damage arising out of or relating to CAD, the Services, or any Item submitted to CAD, including lost or anticipated profit, loss of business reputation, increased business expenses, and increased overhead, even if CAD is aware of the existence of or the possibility of such damages.
- 10. **ARBITRATION**. All Claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement and the Services including Claims based in law, equity, warranty, contract, tort, administrative, or state or federal rules, ordinances, laws, or statutes, shall be decided by mandatory binding arbitration ("Arbitration") with an arbitrator mutually agreed upon by the parties, and in the event that the parties are unable to agree, then by an

PLEASE KEEP A COPY OF THIS COMPLETED SUBMISSION FORM FOR YOUR RECORDS.

arbitrator selected in accordance with the Arbitration Rules. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator will have the authority to determine entitlement to prevailing party attorney's fees, costs, and expenses under this Agreement. CAD and Customer agree that all arbitration hearings, depositions, and appearances shall be held or occur in Saint-Jean-sur-Richelieu, Québec

CAD and Customer agree that all aspects of the Arbitration shall remain confidential and CAD and Customer shall not discuss, publicize or disclose any facts pertaining to the Arbitration to any person. Notwithstanding the above, CAD and Customer may disclose said information to their attorneys, accountants, or as required to prosecute or defend Claims made in the Arbitration. CAD and Customer further agree to use their best efforts to prevent any publicity or disclosure of the facts, terms, and/or surrounding circumstances of the Arbitration and to take reasonable steps to instruct those to whom disclosure is allowed under this Agreement that its terms are confidential and must not be disclosed.

- 11. **INTEGRATION CLAUSE.** This Agreement constitutes the sole and entire agreement between the parties. No agent or representative of CAD is authorized to make any oral representation or promise on behalf of CAD other than those contained herein. Any changes to the CAD Submission Form must be made and acknowledged by duly authorized representatives of both parties in writing. No waiver of any breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision.
- 12. <u>USE OF PHOTOGRAPHS</u>. Customer agrees that CAD may take photographs, pictures, and video images of any Item submitted by Customer, including digital depictions thereof, for use on CAD's website, advertisements, promotional material, catalogs, archives, and for any other use CAD deems necessary. Customer agrees that CAD is the sole and proprietary owner of said photographs, pictures, and video images.
- 13. <u>WAIVER OF SUBROGATION</u>. CUSTOMER WAIVES ALL RIGHTS AGAINST CAD FOR CLAIMS TO THE EXTENT THOSE CLAIMS ARE COVERED BY INSURANCE OF ANY KIND.
- 14. <u>NO THIRD PARTY BENEFICIARIES</u>. This Agreement is intended to benefit only the parties hereto. Nothing in this Agreement is intended to create rights in any third party beneficiary.
- 15. <u>ACTS OF GOD</u>. CGA shall not be liable for any damage, whether actual or consequential, or Claim arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, fires, weather conditions, strikes, war or other causes beyond CGA's reasonable control.
- 16. <u>WAIVER OF JURY TRIAL</u>. EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.
- 17. <u>WARRANTY.</u> THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 18. **SEVERABILITY.** Each provision of this Agreement is severable from every other provision, and if any provision or part of a provision is unenforceable, the remainder of the Agreement will remain valid and enforceable. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement.
- 19. <u>GOVERNING LAW AND VENUE</u>. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Quebec. All duties and obligations of the parties pursuant to this Agreement are performed in Saint-Jean-sur-Richelieut County, Quebec. The parties hereby irrevocably consent and submit to the exclusive jurisdiction and venue of any state or federal court of Saint-Jean-sur-Richelieu County, Quebec over any suit, action, or proceeding arising out of or relating to this Agreement and hereby waive any objection they may now or hereafter have to the venue of such suit, action, or proceeding.
- 20. <u>ATTORNEY'S FEES</u>. The losing party in any legal or equitable action arising out of or relating to this Agreement including appellate, arbitration, collection and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.
- 21. <u>ACKNOWLEDGEMENT</u>. The undersigned has read, understands, acknowledges, and agrees to each of the provisions of this Agreement. The undersignedisat least 18 years of age.

I acknowledge that I have carefully read and agree to CAD's complete terms and conditions as outlined above.

Signature	Printed Name	Date			
 gal reasons the above and below areas for signatures must be printed and signed by hand and will not be accounted with digital signatures at					

For legal reasons the above and below areas for signatures must be printed and signed by hand and will not be accepted with digital signatures at this time EXTENDED TERMS AND CONDITIONS*

RELEASE OF LIABILITY. Customer acknowledges that in the event that CAD determines an Item's original factory seal to be double-taped, with the bottom tape layer cut, or questionable in authenticity for any other reason, Customer automatically instructs CAD to cut the Item's tape seal, inspect the Item's contents, and if the Item's contents can be verified as new, CAD will change the scale used for grading from the originally specified scale to the Qualified Grading Scale. Customer acknowledges that the contents may not be unused, and understands that if this is the case, the item will be returned un-graded, and will be cased only if Customer has specified that option on the submission list section of this submission form. CAD will make a reasonable effort to open every Item with care, but Customer agrees not to hold CAD liable for any damage caused by opening Items, nor will Customer hold CAD liable for the potential discovery that an Item contains used contents or contents which otherwise deem an Item ineligible for grading under the Qualified Grading Scale as determined by CAD.

I acknowledge that I have carefully read and agree to CAD's extended terms and conditions as outlined above.

PLEASE KEEP A COPY OF THIS COMPLETED SUBMISSION FORM FOR YOUR RECORDS.

Printed Name

Date

Please include any special instructions in the space provided below. These instructions may include specific casing instructions, specific grading or labeling instructions, specific billing or shipping instructions, or anything else you'd like CAD to take into account when processing, grading, casing, or shipping your submission back to you.

Special Instructions:

PACKAGE YOUR ITEMS FOR SHIPMENT TO CGA

Recommended method for packaging your items for submission to CAD

- 1. Carefully wrap each item in 1-2 layers of bubble wrap, or use protective cases designed specifically for your item(s) when available. For items with box flaps, a piece of cardboard or similar hard material should be placed behind the item box to support the flap before wrapping the item in bubble wrap.
- Place bubble-wrapped item(s) in a large enough box to allow for 3" of padding on every side of the item. Fill in all additional space with sufficient packaging material (packaging peanuts, etc.) to keep the item(s) stationary. <u>Do not overfill the box with packaging material this can damage the item by causing a plastic window to collapse, etc.</u>NOTE: For all high value items, CAD recommends double-boxing (placing a box containing the item in a larger outer shipping box).
- 3. Enclose your completed submission form and payment / payment information when applicable.
- 4. Secure your box with packaging tape and send it fully insured to CAD's address located on the first page of this submission form.

Disclaimer: While CAD believes the recommended packaging methods summarized above to be sufficient in most cases, damage can still occur in transit. No packaging method or shipping service is perfect and CAD is not liable for any damage which may occur. Since CAD is not familiar with the condition of any items prior to their receipt, a customer will only be notified and inbound packaging materials kept for an insurance claim, if there is clear and evident damage to the outside shipping box, which will be determined at CAD's sole discretion.