

Auction Terms and Conditions

1. Bids can be placed online at www.90sAuctions.com by registered bidders, or by phone at (224)422-2273. Phone bids will be made by proxy, by 90s Auctions, LLC staff acting on your behalf as quickly as possible.

2. A buyer's premium equal to 17% of the winning bid will be added to all lots. A \$100 winning bidder will thus be charged \$117. Any bidder who elects to pay by PayPal will also be subject to a 2% convenience charge. This fee applies only to payments made by PayPal (including credit card payments made through PayPal). Any payments made by cashier's check or money order will receive a 2% discount in the buyer's premium.

3. This auction closes using the "Dual Extension" method, with a 15minute rule for the entire auction. In order to bid on an item during the extended bidding session beginning on the date of the auction close, you must place at least one bid on that item prior to 6:00 PM Eastern on the auction closing date. If you do not bid on it by 6:00 PM Eastern on the closing date, you cannot bid on it afterward.

We apply the 15-minute rule to the entire auction beginning at 6:00 PM Eastern, with the clock resetting every 15 minutes. Bidding continues until no bids have been placed in the entire auction for a full 15-minute interval.

As long as there is at least one lot that receives a bid during a 15-minute interval, the entire auction will extend for 15 minutes. If not, the auction will close. At 10:00 PM Eastern, any item that has not received a bid for one hour (between 9:00-10:00 PM Eastern) will close without notice.

The remaining items will enter "Sudden Death," with the 15-minute rule applied to the remaining lots. NOTE: There are no exceptions to this. This auction may close without notice at any time once the Extended Bidding period begins. We do not guarantee that bidders will receive a "Fair Warning" notice before the auction closes.

4. Winning bids will be subject to additional charges for packing, shipping and insurance. We try and keep shipping fees as low and reasonable as possible.

5. SHIPPING SCHEDULE: A fee of \$15 per invoice valued up to \$750; \$25 per invoice valued between \$751 and \$5,000; \$35 per invoice valued between \$5,001 and \$10,000; \$50 per invoice valued between \$10,001 and \$50,000; and \$80 per invoice valued greater than \$50,001.

There are exceptions to this schedule in instances of shipments outside the continental US, or in the instance of large, heavy or fragile items that require special packing or shipping carrier (i.e., oversized and framed items,

large lots or graded sets), or oversized items such as bats. Lots that will have higher than expected shipping *will be identified in their descriptions*.

6. 90s Auctions, LLC charges 7.75% Illinois sales tax on purchases unless we have a valid resale certificate on file. We reserve the right to modify our sales tax policies, even mid-auction, as the laws and our responsibilities are currently changing.

7. We accept Paypal, Check or Money Order, Zelle, or wire transfer. We do not accept direct credit card payment, though you can pay by credit card through PayPal. A 2% service charge is applied to PayPal payments.

8. 90s Auctions, LLC employees CANNOT see max bids. The firm does not have access to max bids in any way. If you choose to leave a max bid, 90s Auctions, LLC will not know the amount of that bid

9. You must be a registered bidder in order to participate in the auction. Visit www.90sauctions.com and complete the bidder registration. Bidders are required to provide at least two hobby reference to register. Registrations are approved manually. If "eBay" is your hobby reference you must provide your eBay ID. By "hobby reference," we are referring to an

individual business entity, such as an auction house with whom you have done business as a buyer. All registrants must be 18 years of age. 90s Auctions, LLC reserves the right to refuse any bidder registration or any consignment, for any reason. Registering to bid means you agree to these terms and conditions.

10. We reserve the right to withdraw any item from the auction at any time during the auction, for any reason. This includes after the close of the auction, if there are issues or questions with title, authenticity, or other issues related to human or mechanical error.

11. Your bid is a contract. Once you place a bid, it cannot be retracted.

If you've got questions about how to bid, please contact us **BEFORE YOU BID**. Bidder error does not constitute a reason to retract bids, nor does a lack of understanding of the auction rules. You **MUST** read and agree to these rules prior to placing a bid. If you have a question, please ask before bidding.

12. Bid increments are as follows:

Bid Increment

\$0-49 \$5

\$50-199 \$10

\$200-499 \$25

\$500-\$999 \$50

\$1000-2499 \$100

\$2500-4999 \$250

\$5000-9999 \$500

\$10,000-34,999 \$1,000

\$35,000+ 10%

However, we will be altering the bid increments for the first auction that ends December 18. This is due to our switching service providers. Once the transition to the new platform takes place, you will see bid increases in \$25 increments up to \$999, \$50 increments \$1000-9,999, and 5% increments over \$10,000.

13. "Max" or "Ceiling" bids can be placed on any lot. They must conform to the proper bidding increment based on a lot's high bid at the time such a bid is placed. In the event of a tie between bids, the earlier bid received will be recognized as the winning bid. If a bidder places a "straight" bid equal to a "max" bid left by someone earlier, the "max" bid will be considered the winner.

14. **Consignors may not bid on their own materials.** 90s

Auctions, LLC reserves the right to cancel any bid should we believe that bid was made by a consignor, or representative of a consignor, bidding on his/her own materials. We reserve the right to decline consignments for the same reason, at any point before, during, or even after the auction, if we believe a consignor or his proxy is placing bids on his lots. We take this rule extremely seriously and will enforce it.

15. Our auction software generates electronic bid confirmations and outbid notices electronically and automatically. 90s Auctions, LLC cannot guarantee that you will receive the emails or text messages. We recommend checking the status of your bids on the website during the course of the auction.

17. Unsold or unpaid lots may be sold privately or re-auctioned at the discretion of the consignor. Should 90s Auctions, LLC pay the consignor for an unpaid lot, 90s Auctions, LLC will own this item and can re-sell it in a future auction.

18. If, for any reason, our auction is interrupted during bidding due to unforeseen technical errors, 90s Auctions may choose to extend bidding beyond the stated closing date or time. This decision is at the discretion of

90s Auctions, LLC, and by bidding in our auction, you agree to this. If any bidder experiences a problem bidding, they should contact us at josh@90sAuctions.com, or call our office immediately.

19. Payment must be received on all winning bids within 14 calendar days of notification of items won. We appreciate prompt payment so that consignors in turn receive their proceeds. Notifications and invoices are sent by email. This is how 90s Auctions notifies a winning bidder. It is your responsibility to check your account to see if you are a winning bidder. Any bidder not paid in full within 14 days of notification may have future bidding and consigning privileges revoked and will be subject to legal action.

20. Payments by check or money order should be made to 90s Auctions, LLC. 900 W. Jackson Blvd., Suite 7 East, Chicago, IL 60607. We try to ship as quickly as possible.

All personal checks are held for 7 days. We understand this is a oneweek delay and understand that collectors want their cards as soon as possible. This is why we offer a 2% discount on the Buyer's Premium for those who pay by check or money order.

24. All items are purchased "AS IS" and may not be returned for any reason. No returns are permitted.

25. 90s Auctions, LLC makes every attempt to describe each item in as accurately as possible with as much detail as possible with clear and high resolution images.

26. 90s Auctions, LLC utilize the card grading service of PSA, BGS and SGC. In the event game worn jerseys, game used bats or other memorabilia is sold, 90s Auctions LLC will use have those items authenticated by MEARS, MEIGREY or PSA. As such 90s Auctions accepts no responsibility for the opinion of a third-party grader or authenticator.

27. 90s Auctions, LLC does not warrant or guarantee any item authenticated or graded by a third party. Graded and/or authenticated items are sold "as is."

28. Bidders and consignors agree, by participating in the auction, that 90s Auctions, LLC shall not in any way be liable for any defect (either patent or latent) or controversy pertaining to or arising from any encapsulated collectible. In any such instance, the buyer's remedy, if any, shall be solely against the authentication or grading company certifying the collectible. All graded cards are sold "as is" with no exceptions.

31. You as a bidder agree to defend, indemnify, and hold 90s Auctions, LLC., and our service provider Create Auction LLC. harmless from

all liabilities, claims, and expenses, including attorneys' fees that may arise from your use or misuse of this Website or a breach of these Terms.

32. Autographs. 90s Auctions, LLC utilizes the autograph authentication services of PSA/DNA, exclusively. We do recognize the LOAs of Beckett, Major League Baseball, The National Football League, the National Hockey League, and the National Basketball League, and its individual players and SGC Authentic, and occasionally sell items authenticated by those companies.

33. Framed items: 90s Auctions, LLC does not examine framed materials outside the frame, and it is possible that there are issues underneath the frame that are not taken into account when assessing grade. Framed items are sold "as is."

34. Any person who registers for the auction agrees to be bound by these terms and conditions and accepts them freely. Anyone who places a bid agrees to personally guarantee payment on any winning bid.

35. CHOICE OF LAW: These terms and conditions shall be enforced in accordance of the law of the State of Illinois. Any claims arising from this auction shall be brought in the appropriate court in the State of Illinois, Cook County. In the event 90s Auctions, LLC is the prevailing party in any such

claim, bidders in this auction agree 90s Auctions, LLC shall be entitled to the recovery of all attorney fees and costs.

36. 90s Auctions, LLC reserve the right to amend these rules at any time, for any reason, without notification.

37. 90s Auctions will NEVER sell your contact information. We do not store credit card information on our servers.

Thank you for reading and agreeing to these terms and conditions.
Enjoy the auction.

Last Updated: 12/10/22