

## BEST-IN-CLASS SUBMISSION TERMS AND CONDITIONS

Best-In-Class (B-I-C) is a service of Heritage Numismatic Auctions, Inc. (HNAI). Customer agrees that any submissions to B-I-C are subject to these Terms and Conditions, as well as to any other documents or instructions referenced herein.

1. Customer and B-I-C shall agree on a valuation of Customer's submitted item prior to submission, but Customer understands and agrees that the valuation is subject to B-I-C's physical inspection of the item.
2. Customer represents and warrants that all submitted items, and any packaging or documents accompanying them, are authentic, that Customer owns the items free and clear of claims by any other persons, and that Customer has full authority to submit the items and agree to these Terms and Conditions without notice to, or consent of, any other person. Customer agrees to indemnify and hold harmless B-I-C in the event of any breach or alleged breach of these representations and warranties.
3. Unless otherwise directed by HA, Customer must obtain insurance for shipping submitted items to HA, and understands and agrees that risk of loss remains on Customer until HA receives the items. Customer must follow any shipping instructions given by HA.
4. Customer agrees that \$100 of B-I-C's fee is NON-REFUNDABLE once the submitted item is received by B-I-C, and that additional charges will apply for items certified as Best-in-Class.
5. Customer understands and agrees that Best-in-Class certification involves subjective judgments and professional opinions, which can change from time to time and are subject to changes in available knowledge and discovery of new items comparable to the one submitted. B-I-C does not guarantee that any submitted item will be certified as Best-in-Class, or that an item which fails certification will not be certified if submitted at a later time.
6. If B-I-C determines that Customer's submitted item was lost or damaged while in B-I-C's possession, B-I-C will compensate Customer based upon the agreed value established prior to submission. B-I-C may file a claim with its insurance carrier, with which Customer agrees to cooperate. IN NO EVENT SHALL B-I-C's LIABILITY EXCEED THE AMOUNTS SET FORTH IN THIS SECTION, OR INCLUDE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. Except as expressly set forth herein, B-I-C disclaims any and all warranties, express or implied, (including the warranty of merchantability and the warranty of fitness for a particular purpose) regarding B-I-C's service.

8. Customer understands and agrees that B-I-C may compile, retain and display data regarding each item submitted to B-I-C, including, but not limited to, data relating to the item, its submission by Customer, and any documentation submitted or referenced as part of the submission, and may take, maintain and display digital or other types of photographs, images or reproductions of each such item. In consideration for the authentication services being provided by B-I-C, Customer hereby authorizes B-I-C (i) to compile and maintain such data with respect to each item submitted hereunder for authentication; and (ii) to take, or cause to be taken, one or more images of each such item, and further agrees that B-I-C will own such data and images and may use and exploit same for commercial and any other purposes, as B-I-C in its sole discretion deems appropriate, including, but not limited to, the display of same in or on any media.
9. Customer agrees to the placement of a sticker or any other designation used by B-I-C on in any location determined by B-I-C in B-I-C's sole discretion whether on Customer's item or otherwise, and further agrees not to remove or relocate any B-I-C sticker, understanding and agreeing that doing so will void B-I-C's certification of the item.
10. Payment for B-I-C initial review (\$100) is due upon submission except as otherwise expressly agreed by B-I-C in writing, and additional charges shall be due and payable upon certification and before items are return shipped to Customer. In the event of any unpaid balance, Customer agrees that B-I-C shall be entitled to charge Customer interest at the higher of 1 ½% per month or the highest rate permitted by law, and that B-I-C shall have a security interest on any property of Customer's in the possession of B-I-C or any affiliate thereof to secure Customer's payment obligation hereunder.
11. These Terms and Conditions are governed by Texas law for all purposes, without regard to conflicts of laws principles. Customer consent to personal jurisdiction in the state and federal courts of Dallas, County Texas with respect to any proceeding arising from or relating to Customer's submission to B-I-C, that those courts shall have exclusive jurisdiction of any such proceeding, and that the prevailing party shall be entitled to an award of its attorney's fees, costs and expenses.
12. These Terms and Conditions constitute the entire agreement between B-I-C and Customer, and supersede all prior agreements and understandings (written or oral) relating to Customer's submission of items to B-I-C. If any term or provision of these Terms and Conditions is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any of the other of the terms or provisions.