



**Birmingham
Auctioneers**

Since 1983

User Agreement

USER AGREEMENT THE FOLLOWING SETS FORTH THE TERMS ON WHICH BIRMINGHAM AUCTIONEERS OFFERS ACCESS TO OUR SERVICE. USE OF THIS SERVICE CONSTITUTES USER'S AGREEMENT WITH THE TERMS AND CONDITIONS AS DESCRIBED. WE RESERVE THE RIGHT TO MODIFY OR CHANGE THESE CONDITIONS AT ANY TIME.

AUCTION BIDDING PROCEDURES & RULES

- 1) REGISTRATION** All bidders, must register to receive a User ID and Password in order to bid online. You can register online by clicking on the "Register" link found on various pages throughout our web site. You may also register by phone. Once registered, your User ID and Password will be valid for all future BIRMINGHAM AUCTIONEERS sales. Registration by phone is available between 10:00 AM and 5:00 PM, EST Monday through Friday. Internet registration is available 24 hours, however, final credit approval may take up to 72 hours to complete. Accordingly, bidders need to register PRIOR to the closing date. Bidder registration on the auction closing date will be at the discretion of BIRMINGHAM AUCTIONEERS management and will be limited on a case-by-case basis. Any restrictions on the amounts new bidders may bid will be made at the discretion of the auction management. New bidders may be asked to provide credit card information as guarantee of payment.
- 2) BIDDING** Bidding begins immediately upon the launch of the auction on our web site. Preliminary bidding will end at 9:00 PM Eastern Time on the auction closing date. To bid on a lot after 9:00 PM Eastern Time you must have placed a bid on that lot prior to 9:00 PM Eastern Time. Thus, if you are the only bidder on a lot at 9:00 PM Eastern Time on the auction closing date, the auction software will disallow additional bidding for that lot and you will be declared the winner. Bidding prior to 9:00 PM, Eastern Time as well as after 9:00 PM, Eastern Time (the latter regulated by the Lot-By-Lot 15Minute Rule), may occur in any of the following ways:

 - a) **Online Bidding** - Online bidding for registered users who have obtained a User ID and Password is available 24 hours, 7 days a week. Beginning at 9:00 PM Eastern Time on the auction closing date, bidding will be extended in accordance with the terms of the "Lot-By-Lot 15-Minute Rule". After 9:00 PM Eastern Time, LOTS CLOSE INDIVIDUALLY! Every lot is given its own 15:00 min clock and the lot-by-lot countdown starts at the 9:00 PM Eastern Time. Place a bid on a lot,

and the individual lot clock will reset to 15:00 min. When any clock counts down to 0:00, that lot will close and not allow further bidding.

- b) Telephone Bidding - Telephone bids will be accepted between 9:00 AM and 5:00 PM, Eastern Time, 7 days a week, except for the auction closing date when bidding will continue until 9:00 PM Eastern Time and then for an indeterminate period in accordance with the "LotBy-Lot 15Minute Rule." For each item in the auction there is a "Minimum Bid," the price below which the lot will not be sold.

3) Bidding increases will be accepted on the following schedule:

Current Bid	Increment
\$1 - \$10	\$1
\$11 - \$50	\$3.00
\$51 - \$100	\$5.00
\$101 - \$250	\$10.00
\$251 - \$1000	\$25.00
\$1001 - \$2500	\$50.00
\$2501+	\$100.00

- 4) An 18% buyer's premium will be added to all winning bids. For example, the winner of a lot selling for a high bid of \$1000 will be billed \$1180 (plus shipping charges and sales tax, if applicable) If you want to pick up your winnings live, arrangements for pickup must be made before auction close. We will try to accommodate pick up at our live sales as well as shows at which we will be appearing if they occur within one week of the end of the auction. You can also pick up at our offices by appointment again within one week of auction close.
- 5) By placing an "Auto Bid" you are BIRMINGHAM AUCTIONEERS to bid competitively on your behalf, up to but not over your specified limit. "Auto Bids" must be calculated in 10% increments and do not include the buyer's premium. Your confidential "Auto Bid" will be implemented incrementally, only if necessary, to the dollar amount authorized and no further.
- 6) **BID STATUS NOTIFICATION** When a bidder is outbid by telephone or Internet bid, an email will be sent notifying that bidder that they have been topped. Notification as such is intended to provide bidders in the timeliest manner possible with information regarding their bids' changed status. This outbid notice is simply offered as an additional service, and should not be relied upon when determining whether you remain the high bidder on any lot.
- 7) Inquiries concerning condition are strongly advised. Internet pictures should NOT be used to determine condition or grade as in some instances pictures have been cropped or enlarged in order to provide the best possible representation of an item within the scale restrictions of the medium.

We will be happy to provide detailed telephone descriptions and as much additional information as is needed for the potential bidder to make an informed decision. Telephone inquiries regarding condition as well as viewing appointments must be made prior to the auction closing date. Due to the heavy volume of calls on the auction closing date, condition inquiries will NOT be considered on the auction closing date.

- 8) Costs for packaging, shipping and insurance will be added to all invoices. Absolutely NO lots will be shipped until full payment is received and cleared. Please allow up to 2 weeks to receive your shipment after your payment funds have properly cleared our bank account. We do not ship partial orders.
- 9) Auction results can be obtained by using one of the various "Search" or "View" features on our auction web site. Winning bidders and sellers will be notified of the results of an auction via email immediately after the auction closes. Invoices are usually mailed within 72 hours after the close of an auction.
- 10) Invoices are payable upon receipt with payment due no later than one week from date of invoice. Payments may be made by cash, personal check, money order, credit card or Paypal. All Paypal payments must be made "goods and services" and do not receive the cash discount. All personal checks AND money orders will be held for 10 days before merchandise is approved for shipment, checks and money orders also do NOT receive the cash discount off of the buyer's premium. If you have items that were consigned to the auction, when settling up your account, you agree that balances due can be offset by items purchased in the auction.
- 11) **RETURN POLICY** Collecting sports memorabilia is a hobby, not an exact science. BIRMINGHAM AUCTIONEERS goes to great lengths to research items in our auctions, but the information presented cannot be guaranteed. Therefore, we accept returns only in the case of a major error in our description. We must be notified within 24 hours of your receipt of the item. Due to the fact that items are received on consignment, and consignors are paid shortly after payment is received for said item, BIRMINGHAM AUCTIONEERS cannot accept returns or offer refunds after this 24 hour period. BIRMINGHAM AUCTIONEERS strives to present only 100% authentic items in our auctions. We are very selective in the third party authenticators that we trust. However, where an item comes with a third party certificate of authenticity, BIRMINGHAM AUCTIONEERS is only representing that that particular third party authenticator has deemed the item authentic. BIRMINGHAM AUCTIONEERS is not and cannot be held liable for a differing opinion from any other third party authenticator. Where an item is offered without a certificate of authenticity, it is the bidder's sole responsibility to ensure the items authentication PRIOR to bidding. BIRMINGHAM AUCTIONEERS will make any such item or lot available for review and inspection, and will gladly provide additional pictures and information upon request.
- 12) We reserve the right to accept or refuse a bid by any bidder for any reason.

13) Registrant agrees to automatically receive email notifications relating to the auction, or auction announcements.

14) We are not responsible for any inaccuracies or omissions contained within this website.

Placing a bid constitutes acceptance of the above terms.

LAW These Terms of Service shall be governed by and construed in accordance with the laws of the state of PENNSYLVANIA. All Registered Users of the BIRMINGHAM AUCTIONEERS website, as well as bidders or consignors to any auction agrees to submit to the exclusive jurisdiction of Carbon County, PENNSYLVANIA. It is further agreed that the State Courts of PENNSYLVANIA are the exclusive place of jurisdiction. If any provision(s) of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. If that cannot reasonably be done, such provision shall be severable, and may be stricken without change to remainder of this agreement. This Auction Site's failure to exercise or enforce any rights or provisions of these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by this Auction Site in writing. User and this Auction Site agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in these Terms of Service are provided for reference purposes only and have no legal or contractual significance

DESCRIPTION OF SERVICE

BIRMINGHAM AUCTIONEERS provides its users with an Internet auction service for the purpose of buying and selling personal property. Users agree to provide certain current, complete, and accurate information about themselves and to maintain and update this information as required to keep it current, complete and accurate. All information requested on original sign up shall be referred to as registration data ("Registration Data"). Furthermore, user grants this Auction Site the right to disclose to third parties certain Registration Data about User and Service membership in the aggregate; however, such disclosures will exclude user's name, mailing address, email address, account and phone number, unless: (1) User expressly directs this Auction Site to disclose such information, or (2) this Auction Site is required to disclose such information by any applicable law or legal process served on this Auction Site.

MODIFICATIONS TO TERMS OF SERVICE

This Auction Site may change these Terms of Service from time to time. User's continued use of the Service constitutes both: (1) their acknowledgment of these Terms of Service and any modifications; and (2) User's agreement to abide and be bound by these Terms of Service and modifications.

MODIFICATIONS TO SERVICE

This Auction Site reserves the right to modify or discontinue the Service with or without notice to user. This Auction Site shall not be liable to users or any third party should this Auction Site exercise its right to modify or discontinue the Service.

TERMINATION

Should user object to any of these Terms of Service or any subsequent modifications thereto or become dissatisfied with the Service in any way, user's only recourse is to: (1) discontinue use of the Service; (2) terminate Service membership; and (3) notify this Auction Site of termination.

USER ELIGIBILITY

Our services are available exclusively to individuals able to form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors. Furthermore, this Auction Site reserves the right to refuse service to anyone for any reason whatsoever.

REGISTRATION & ACCOUNT SECURITY

Users agree to provide true and accurate information about themselves in the registration form. If any information provided by user is incomplete or inaccurate, this Auction Site retains the right to terminate user's membership and rights to use the Service. As part of their registration, users will receive a User ID and Password. Users are encouraged to keep their User ID and Passwords private because the foregoing data is the only information needed for purchasing power. Users are responsible for the confidentiality of their User ID and Password as well as for any and all activities that occur under their user ID and password-protected account. User agrees to immediately notify this Auction Site of any unauthorized use of their User ID or Password or any other breach of security known to user.

USER CONDUCT

User is solely responsible for the contents of his or her transmissions through the Service. Use of the Service is subject to all applicable local, state, national and international laws and regulations. Attempts to gain unauthorized access to other computer systems are prohibited. This Auction Site may, at its sole discretion, immediately terminate Service should user's conduct fail to conform to these Terms of Service and User Agreement.

OTHER LIMITATIONS

This Auction Site retains the right, at our sole discretion, to determine whether or not a user's conduct is consistent with the letter and spirit of this Agreement. This Auction Site reserves the right to terminate service if a user's conduct is found to be inconsistent with these Terms of Service and User Agreement.

BIDDING AND BUYING

BIRMINGHAM AUCTIONEERS has the right to establish general practices and limits concerning users' bidding privileges and procedures. A user who has entered the highest accepted bid at the end of an auction is obligated to complete the transaction. Once entered, bids are NOT retractable. This Auction Site and its host are not responsible for bids not being processed or not being accepted due to technical difficulties. Moreover, bid manipulation of any kind is expressly forbidden. A seller is prohibited from placing bids or arranging to have bids placed on behalf of seller, seller's agent or assigns. No shill bidding is allowed.

Buyers are prohibited from communicating with each other with the purpose of manipulating the final purchase price of an item. Please note that it is a violation of law to make bids in a false name or with an invalid payment method, even if our software initially accepts such a bid. Be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us, which can be used by law enforcement officials to identify you. Do not test our auctions with false bids. This puts you at substantial personal legal risk. Fraudulent bidders will be prosecuted to the fullest extent of the law. Currently, both the FBI and the US Secret Service are responsible for investigating all Internet fraud cases.

SERVICE INTERRUPTION

BIRMINGHAM AUCTIONEERS and its host are not responsible for the interruption of service for any reason. In this regard, BIRMINGHAM AUCTIONEERS and its host are not responsible for lost bids – to either the bidder or the consignor/seller. User hereby agrees that lost bids, lost information, service failure and the like are not the responsibility of BIRMINGHAM AUCTIONEERS. Until such time that BIRMINGHAM AUCTIONEERS receives verified payment funds for an item, BIRMINGHAM AUCTIONEERS is not responsible or liable for the completion of any transaction for any reason. Additionally, BIRMINGHAM AUCTIONEERS may choose to cancel any lot or the entire auction for any reason or no reason at all.

NON-PAYMENT BY HIGH BIDDER

BIRMINGHAM AUCTIONEERS is not responsible for non-payment by the high bidder, and is not responsible to offer any such item to any other bidders. In its discretion, BIRMINGHAM AUCTIONEERS may offer to relist such item in a subsequent auction.

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

As operated by BIRMINGHAM AUCTIONEERS, this auction Service, is provided to you under the foregoing Terms of Service and any operating rules or policies that may be published by this Auction Site. The Terms of Service comprise the entire agreement between User and this Auction Site and supersede all prior agreements between the parties, regarding the subject matter contained herein. By participating in the registration process, you are indicating your agreement to be bound by all of these Terms of Service.

DISCLAIMER OF WARRANTIES

IN ADDITION TO THE WARRANTIES AND DISCLAIMERS SET FORTH ABOVE, USER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT USER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS" AND "AS AVAILABLE" BASIS. THIS AUCTION SITE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BIRMINGHAM AUCTIONEERS MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES BIRMINGHAM AUCTIONEERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE

SERVICE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. BIRMINGHAM AUCTIONEERS MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM BIRMINGHAM AUCTIONEERS OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. HOWEVER, USER HEREBY AGREES THAT THIS SECTION AND THE ENTIRETY OF THIS DOCUMENT SHALL BE INTERPRETED BASED ON THE LAWS OF PENNSYLVANIA. LIMITATION OF LIABILITY BIRMINGHAM AUCTIONEERS OR ITS HOST SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR RESULTING FROM ANY GOODS OR SERVICES PURCHASE OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO, OR ALTERATION OF MEMBER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF BIRMINGHAM AUCTIONEERS OR ITS HOST HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NO RESALE OR COMMERCIAL USE.

USE OF THE SERVICE

Use of this Service is personal to Member. Member agrees not to resell or make any commercial use of the Service, without the express written consent of Create Auction LLC. Without limiting any other remedies, this Auction Site may terminate your account if you are found (by conviction, settlement, insurance or escrow investigation, or otherwise) to have engaged in fraudulent activity in connection with our site.

INDEMNIFICATION

User agrees to indemnify and hold BIRMINGHAM AUCTIONEERS, its parents, subsidiaries, affiliates, officers and employees, and likewise the host, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of their use of the Service, a breach of this User Agreement, or the infringement by user, or other user of the Service using registered user's computer, of any intellectual property or other right of any person or entity.