

# Terms & Conditions

This auction is presented by Grey Flannel Auctions, Inc. ("GFA"). The auction is conducted under these Terms and Conditions of Auction and applicable state and local law. Any person participating in or who registers for the auction (hereinafter "Bidder") agrees to be bound by and accept these Terms and Conditions of Auction. GFA is the final arbiter of these Terms and Conditions to the extent permitted by law. Items are sold to the highest bidder in an "AS IS" condition. Enforceability of these Terms and Conditions constitutes a legally binding contract between You and GFA. Enforceability - These Terms and Conditions constitute a legally binding contract between You and GFA. Failure to pay the below-identified Buyer's Premium shall constitute a breach of these Terms and Conditions. Governing Law; Jurisdiction and Venue - These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York. It is further acknowledged and agreed that the jurisdiction for all disputes arising under these Terms and Conditions shall in any case be Nassau County, New York and the laws of the State of New York shall apply with rights to any legal or equitable remedies. Bidder(s) and Consignor(s) submit to the personal jurisdiction of such courts and waive any claims related to the inconvenience of that forum. In any litigation between Buyer and GFA, the prevailing party shall be entitled, as part of its damages, to receive its costs and reasonable attorneys' fees.

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Grey Flannel Auctions is proud to offer in our June 9th, 2024 Auction a fantastic assortment of high-quality collectibles. To those of you who have never visited our new showroom in Scottsdale, Arizona, we warmly extend an invitation to visit us and inspect the incredible memorabilia presented in this catalog. We realize this is not always possible, and to those bidders who cannot visit our facility, you can rest assured that, in our opinion, each and every lot in this auction is genuine and authentic in all respects. Our commitment to authentication for well over two decades has earned us the reputation as "The Standard of the Industry." The lots that we offer you are not being sold as investments. They are very speculative in a financial nature and should only be bought as collectibles. They are big toys for big boys to enjoy. They are not being offered to you, the buyer, as a financial instrument, simply as a keepsake. We offer no financial warranties whatsoever. In very few instances can the provenance of game-used items and autographed items be traced to an athlete or individual, even when a letter from a team or player is provided. The following paragraphs discuss the processes used by Grey Flannel Auctions to authenticate lots in our auction. As a result of those processes, based on the information available to Grey Flannel Auctions, we are very comfortable in stating that "in our opinion" the items in our auction are authentic. However, every lot in this auction will be sold "As Is", no exceptions. (See paragraphs below in the Terms & Conditions). Our jersey authentication team is under the incredibly discerning eye of Nick Coppola, who has been collecting jerseys for over 30 years and has carefully and separately looked at every game-used jersey in this auction along with our team. All consignors have verified the game-use of their jerseys in this auction. Every lot in this auction will be accompanied by a letter of authenticity from Grey Flannel Auctions. We will note in the lot descriptions if additional letters of authenticity accompany that particular lot. We have employed the services of James Spence Authentication, who have

inspected the vast majority of autographed material unless otherwise noted. With every autographed lot, if any one of our experts was uncomfortable with an item, we removed it from the auction or made a note of the autograph authenticator's opinion in the listing. Please note that "CH" within a lot description means an expert has determined it to be of Clubhouse variety. Lots containing multiple items have been reviewed by JSA; however, the possibility for secretarial and otherwise questionable signatures may be included. An ALOA from JSA indicates an Auction Letter Of Authenticity which differs from a Full Letter Of Authenticity. Every game-used bat was inspected and approved by John Taube of PSA/DNA. It is understood that every game-used bat lot will come with a PSA/DNA letter of authenticity. A PSA/DNA Pre-Certified professional model bat is one that has been reviewed by PSA/DNA experts. The winning bidder of any professional model bat that contains this designation will be eligible for a discount if they choose to submit the bat directly to PSA/DNA. To take advantage of this special, the bat must be submitted within 30 days of the auction close with a copy of your paid receipt.

Our many years of experience have led us to choose all of the above experts. We believe they are the very best that exist. There is very little science to authenticating in this hobby, mostly opinion. If you disagree, we invite you to make arrangements to have your authenticator come inspect any items you are interested in before the close of the auction. Once you buy the item, you own it. No returns will be accepted as every lot is sold in "as is" condition. In our item descriptions for game-used jerseys, we do not consider replaced buttons and/or zippers as restorations. Our autograph ratings are not official grades but subjective ratings used by our copywriters. We use four descriptions of use on our game-used jerseys that are our opinions. They are light, appropriate, excellent, and outstanding. Grey Flannel Auctions cannot be held responsible for changes in the opinions of our authenticators beyond the close of the auction. In addition, Grey Flannel Auctions will not be held accountable for the opinions of authenticators other than the aforementioned. Please have an item checked before bidding if you want an opinion beyond that of our experts. All sales are final. Lots can be viewed at the Grey Flannel Auctions showroom located at 16411 N 90th Street, Suite #107, Scottsdale, Arizona during regular business hours, Monday through Friday from 9 a.m. to 4 p.m. MT. We strongly recommend that you make an appointment at least two days in advance. No appointments will be taken after Thursday, June 6, 2024.

# ONE-TIME BIDDER REGISTRATION

To bid in this auction, you will need to have a bidder I.D. You may obtain a bidder I.D. by calling (631) 288-7800 ext. 223 during our regular business hours or by registering on our website. You will be asked to give two hobby references. If you cannot supply these references, Grey Flannel Auctions may ask you questions regarding your credit. You will need to register only once. Please call to register before 4:00 p.m. EST on Thursday, June 6, 2024. After this time, we will register no more bidders without exception. Placing a bid constitutes acceptance of Grey Flannel Auctions' rules and Grey Flannel Auctions has the final say in interpreting all rules. Lots can be viewed at the Grey Flannel Auctions showroom located at 16411 N 90th Street, Suite #107, Scottsdale, Arizona during regular business hours, Monday through Friday from 9 a.m. to 4 p.m. MST. We strongly recommend that you make an appointment at least two days in advance. No appointments will be taken after Thursday, June 6, 2024.

# SUBMITTING BIDS

Bidding begins immediately by phone and online. Online bids will be accepted at www.GreyFlannelAuctions.com (the "Site") for this auction. Email and fax bids are prohibited. The auction will close for initial/open bidding at 10:00 p.m. EST on Sunday, June 9, 2024 ("initial/open bidding"). Failing to bid on an open lot before the close of initial bidding forfeits the Bidder's eligibility to bid on said open lot after the close of initial bidding. Bidders may bid on any unopened lot(s) throughout the sale. Where the Bidder is the sole bidder on a lot at the close of initial bidding, the Bidder will be declared the winning bidder. GFA reserves

the right to extend these closing procedures for any reason. Extended Bidding follows in 30-minute increments on a lot-by-lot basis after the end of Initial/Open Bidding. If you wish to bid during Extended Bidding, your initial bid on that lot must be recorded before Open Bidding closes. Bidders who do not bid on an item during Normal Bidding are not eligible to bid during Extended Bidding. Any person who has bid on a lot during Open Bidding may continue to bid until there are no more bids for 30 minutes.

## MINIMUM BID INCREASE

Ten percent (10%) minimum increase, in whole dollar amounts. There will be no exceptions. Please see "Up To Bids".

#### **BUYER'S PREMIUM**

All winning bids will have a 20% buyer's premium added to the final hammer price. All bidders must pay buyer's premiums; no exceptions.

# **BIDDING PROCEDURES**

Each lot within the auction has a minimum bid, and/or reserve designated in the online listing which need to be met for an item to sell. A small sampling of lots may have a confidential reserve. The reserve is the minimum price that a consignor will accept before their material sells, meaning a bid equal or greater than the reserve must be placed for the bid to be successful. GFA may bid on behalf of the consignor and may secure increments up to the amount of the reserve. In limited instances where Grey Flannel has a financial interest in a lot beyond our commission, we may place a bid to protect the investment. Reserves when in place will be predetermined and set within the auction before the end of the sale. These lots will be designated online by "Reserve Not Met" in its online listing 72 hours before extended bidding. GFA reserves the right to bid on any lot that it feels is below market and a sound financial investment. All items in the auction (unless an item is withdrawn) without a reserve will be sold to the highest bidder at or above the minimum bid. Anyone who does not pay for their invoice within a 7-day window from auction close is legally and personally responsible for all monies due as well as any attorney and/or court costs. All unpaid invoices 21 days after the auction has concluded are subject to a 3.5% late fee compounded monthly. If you have items that were consigned to the auction, when settling up your account, you agree that balances due can/will be offset by items purchased in the auction.

# SALES TAX

All State of New York and Arizona residents must pay sales tax. Since each county is different, the appropriate tax will be included in your final invoice. New York and Arizona dealers: if you have a resale number, please make sure that we have it on file or you will be charged sales tax. In accordance with the most recent changes made to sales tax regulation throughout the United States (i.e. Wayfair), new sales tax policies will continue to be implemented that may affect some buyers who would not usually have a sales tax requirement. Bidders with any invoice totaling \$100,000 or more who take delivery in states or districts that comply with Wayfair must pay applicable sales tax. Currently, there are 45 states, along with the District of Columbia that require the collection and submission of sales tax. In addition, if your transaction or multiple transactions does not meet the threshold above your invoice may still be subject to sales tax if the threshold has been met at GFA by purchases in the jurisdiction you are taking delivery in within any one year. Sales tax is based on the rate in the jurisdiction at which the purchased item or items are being received.

## UP TO BIDS

An "up to" or "max" bid is simply the highest dollar amount that you would empower Grey Flannel Auctions to bid on your behalf for a particular lot. Grey Flannel Auctions strongly encourages you as the bidder to place up to bids. This is the easiest and most efficient way to ensure that you get the best possible chance to win your desired auction lot. Up to bids are kept in the strictest confidence. Bidders may place up to bids on any item, meaning the designated item will be bid on that person's behalf, automatically raising it to the next increment when needed. If the same up-to-bid is placed on a lot by two or more bidders, the bidder who placed the up-to-bid first will have priority to that bid amount and be the current high bidder.

## PREMIER LOTS & CALL BACK SERVICE

Grey Flannel Auctions' Premier Lots for this sale are identified in this sale by the "PREMIER LOT" logo. You must be registered in advance with our credit department before bidding on these items. Our credit department must be satisfied with the bidder's ability to pay. Once approval to bid is granted, you may bid on any Premier Lot up to the amount of your approved line of credit.

Grey Flannel Auctions will provide a Call Back Service for this auction's Premier Lots only. To receive this service, you must be a registered Premier Bidder and bid on that item before 4:00 p.m. EST on Friday, June 7th, and request a Call Back at that time. There is no Call Back Service available on non-premier lots. We strongly recommend that those bidders (of non-Premier Lots) place "Up To" bids and check our website for the current high bids.

# DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, GFA 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, WITH RESPECT TO PROPERTY PURCHASED THROUGH GFA. GFA MAKES NO GUARANTEES, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT THE SERVICE PROVIDED BY THE SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DOES GFA MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. No advice or information, whether oral or written, obtained by the user from GFA through the service shall create any warranty not expressly made herein. GFA LOA'S ARE ONLY ISSUED TO THE ORIGINAL PURCHASER. GFA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS OR BIDDERS. If GFA determines, in its sole discretion, that technical difficulties, fraud or unforeseen events compromise the integrity or viability of the auction, GFA reserves the right to void the bids at issue, and/or terminate the relevant portion of the auction, including the entire auction, and/or modify the auction. GFA does not assume responsibility for third parties' failure to act in accordance with these Terms & Conditions pertaining to the running of the auction. No advice or information, whether oral or written, obtained by the user from GFA through the service shall create any warranty not expressly made herein. GFA LOA'S ARE ONLY ISSUED TO THE ORIGINAL PURCHASER. GFA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS OR BIDDERS. Grey Flannel Auctions is not responsible for computer or human error(s), which may result in any customer dissatisfaction. We reserve the right to accept or reject any bids or bidders. The term "Photo-Matched" in this sale is used when an item has been matched to a photograph of the player using that said item and/or the item has been researched extensively to specific photos and it cannot be argued that it is not the specific item. It is understood that this is just the opinion of our authenticators and is not a guarantee that the item is the identical item depicted in the photo. Only items that have been

"Photo-Matched" by Grey Flannel Auctions, its affiliates, or by third-party authenticators (as discussed below) shall carry that express designation. Items without such express designation have not been "Photo-Matched" by Grey Flannel Auctions, its affiliates, or by a third-party authenticator and are not represented by Grey Flannel Auctions to be "Photo-Matched" or verified. Bidder expressly recognizes, acknowledges, and agrees that Grey Flannel Auctions is not responsible for, does not endorse, and has not independently verified the validity or accuracy of any third-party authenticators included in the item descriptions, and makes no representations regarding the validity of any third-party authenticator's determination that an item has been "Photo-Matched." Bidder further recognizes, acknowledges, and agrees, to waive, release, and relinguish Grey Flannel Auctions, and its affiliates, including, but not limited to Photo Matching & Grading, Inc., from any liability, claims, or causes of action relating to the negligence, errors, omissions, mistake, misrepresentations, or misconduct of any such third-party authenticators. Bidder recognizes, acknowledges, and agrees that, prior to bidding, it is solely responsible for conducting its own due diligence and verifying the value and provenance of any item. GFA and the Consignor make no representations or warranties, express or implied, as to whether the purchaser acquires any copyrights, including but not limited to, any reproduction rights in any property. GFA and the Consignor are not responsible for errors and omissions in the printed catalog, online catalog, or any supplemental material, or in regards to the failure of the auction program/software to execute any bids on behalf of the bidder.NO TAMPERING; RIGHT TO CANCEL; MODIFY

## STOCK & INTEREST LOTS

Stock lots are owned by GFA or one of its affiliates. All other lots are consignment items owned by others and consigned to GFA for sale pursuant to this auction. Stock lots in this auction are: TBD Interest lots are those lots on which GFA has advanced monies to the lot owner before the auction. Interest lots in this auction are: TBD

#### **INVOICES/PAYMENT & SHIPPING**

Invoices will be emailed to all winning bidders in the days following the conclusion of the auction. Payment in full of each item won is due immediately upon receipt of your auction invoice. Please do not call to see if you won a particular lot. All Auction results will be posted on our website (www.GreyFlannelAuctions.com) soon after the conclusion of the auction. The prices set forth on the invoice will include the 20% buyer's premium. Failure to pay any invoice in full within fourteen days will constitute a breach of this Agreement and will subject the successful bidder to personal liability. Furthermore, a 3.5% late fee will accrue each month until payment is made in full. Partial payments will not be returned or reimbursed in the event that the successful bidder fails to make any outstanding payments and GFA will be entitled to seek all legal and equitable remedies against a successful bidder who fails to make payment in full under the terms of this Agreement. If GFA commences an action to enforce the terms of this Agreement against a successful bidder, GFA, if successful, shall be entitled to recover all reasonable attorneys' fees and costs related to such an action.

Cashier's check, money order, or bank transfers are the preferred method of payment. These payment methods will allow us to process and ship your item(s) as quickly as possible. Payment by personal or company check will be held for a minimum of 10 business days from the date it is deposited to clear—there will be zero exceptions, please do not ask. Although funds may have cleared your bank, good funds are not guaranteed by our bank for ten business days from the date of deposit. No special payment arrangements are available without previous approval by our credit department. Grey Flannel Auctions DOES NOT accept credit cards or PayPal as payment methods.

The buyer is responsible for all shipping, packaging, freight, crating, and insurance costs. Most lots will be shipped via FedEx and USPS. This cost will be reflected on your auction invoice. If you need expedited shipping, please call when you receive your invoice before making payment so we can make the appropriate

shipping adjustments. All international orders will be processed in the full invoice amount, with no exceptions. The buyer is responsible for all duty and customs charges. Grey Flannel Auctions does not ship the larger auction lots from our location. The safe arrival of your item(s) is very important to us so we use a professional packing company to prepare your item to ship. Therefore, on certain lots, there will be a shipping charge that includes a packing fee as well as a FedEx charge. The packing fee is set by our outside vendor, so you pay us what we pay them. For example, if you buy a lot of large framed pieces, the packing fee will be approximately \$125 plus the FedEx charges. Grey Flannel Auctions is not in business to make a profit on shipping; we would just like to recoup our costs in shipping and packaging your items as best as possible. Any item may be picked up in person at our office after the funds are cleared. However, out-of-state residents will be required to pay New York State & Arizona sales tax. Please call ahead to make arrangements.

#### DISCLAIMER

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# DESCRIPTION OF SERVICE

greyflannelauctions.com (the "Site") is provided by Grey Flannel Auctions, Inc. ("GFA"). User expressly agrees that use of this Site is at User's sole risk. The Site is provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permissible by applicable law, GFA expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to the implied warranty of merchantability, fitness for a particular purpose, and non-infringement, concerning property purchased through GFA. GFA makes no guarantees, warranties or representations, express or implied, that the Service provided by the Site will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor does GFA make any

warranty as to the results that may be obtained from the use of the Site or as to the accuracy or reliability of any information obtained through the Site or that defects in the software will be corrected. No advice or information, whether oral or written, obtained by a user from GFA through the service shall create any warranty not expressly made herein.

NO RETURN POLICY: ALL LOTS ARE SOLD AS IS. ALL SALES ARE FINAL. NO RETURNS. ALL LOTS ARE SOLD AS IS. ALL SALES ARE FINAL. NO RETURNS. Every lot in this auction has been viewed by a minimum of two hobby experts. If you want your expert to view items, we welcome them to make an appointment before the auction. In the unlikely event of a return, Grey Flannel Auctions is limited to the hammer price and buyer's premium only. No amount above that will ever be returned for any reason. Some of our auction items are already framed. Without removing the frame, it is impossible to know the condition of the areas not seen. Therefore, Grey Flannel Auctions does not assume responsibility for the condition of areas hidden by the framing or matting on these specific items. For this reason, our catalog descriptions on these auction items are written extremely carefully, paying acute attention to detail. All framed items are shipped "AS IS" and Grey Flannel Auctions is not responsible for damage to the frame. In very few instances can the provenance of game-used items and autographed items be traced to an athlete or individual, even when a letter from a team or player is provided. The following paragraphs discuss the processes used by Grey Flannel Auctions to authenticate lots in our auction. As a result of those processes, based on the information available to Grey Flannel Auctions, we are very comfortable in stating that "in our opinion" the items in our auction are authentic. However, every lot in this auction will be sold "As Is," with no exceptions. (See paragraphs below in the Terms & Conditions). Our jersey authentication team is under the incredibly discerning eye of Nick Coppola, who has been collecting jerseys for over 30 years and has carefully and separately looked at every game-used jersey in this auction along with our team. All consignors have verified the game-use of their jerseys in this auction. Every lot in this auction will be accompanied by a letter of authenticity from Grey Flannel Auctions. We will note in the lot descriptions if additional letters of authenticity accompany that particular lot. We have employed the services of James Spence Authentication, who have inspected the vast majority of autographed material unless otherwise noted. With every autographed lot, if any one of our experts was uncomfortable with an item, we removed it from the auction or made a note of the autograph authenticator's opinion in the listing. Please note that "CH" within a lot description means an expert has determined it to be of Clubhouse variety. Lots containing multiple items have been reviewed by JSA; however, the possibility for secretarial and otherwise guestionable signatures may be included. An ALOA from JSA indicates an Auction Letter Of Authenticity which differs from a Full Letter Of Authenticity. Every game-used bat was inspected and approved by John Taube of PSA/DNA. It is understood that every game-used bat lot will come with a PSA/DNA letter of authenticity. A PSA/DNA Pre-Certified professional model bat has been reviewed by PSA/DNA experts. The winning bidder of any professional model bat that contains this designation will be eligible for a discount if they choose to submit the bat directly to PSA/DNA. To take advantage of this special, the bat must be submitted within 30 days of the auction close with a copy of your paid receipt. (Also see Disclaimer of Warranties).

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