



Toy Graders Association, LTD.

## #3: TGA Disclaimer

TOY GRADERS ASSOCIATION, LTD.  
TERMS AND CONDITIONS

**Payment.** In the event payment in full is not received from Customer as agreed upon, Toy Graders Association, Ltd. may charge interest at the rate of fifteen percent (15%) on any unpaid balance annually from the date payment became due to the date payment is received. Customer shall be responsible for all costs of collection incurred by Toy Graders Association, including any attorney's fees.

**Shipping Damage.** Toy Graders Association, Ltd. is not liable for loss, damage or destruction of any kind of any item provided for its services. Customer may, at Customer's own expense, purchase insurance provided by the shipping carrier. Such insurance shall be subject to the shipping carrier's own terms and conditions. Toy Graders Association, Ltd. shall not be liable for any claim brought against such insurance carrier nor shall Toy Graders Association, Ltd. be a party to any dispute between Customer and the shipping carrier or the shipping carrier's insurance carrier.

**Completion of Services.** Timeframes provided by Toy Graders Association, Ltd. are provided as estimates only. Actual completion of services by Toy Graders Association, Ltd. may take more or less time than estimated. Although Toy Graders Association, Ltd. will use reasonable efforts to complete services within any estimated timeframe provided, Toy Graders Association, Ltd. shall not be liable for any damages caused by services taking longer than estimated.

**Complete Terms and Conditions.** No representations. No waiver. These Terms and Conditions contain all of the terms and conditions governing services provided by Toy Graders Association, Ltd. No representations, whether written or oral, shall be relied on by Customer unless specifically contained herein. No waiver by Toy Graders Association, Ltd. of any of these Terms and Conditions shall be construed as a waiver of any other term and/or condition or of the same term and/or condition in the future.

**Photographs, images, etc.** Customer agrees that Toy Graders Association, Ltd. may take photographs and/or video images of any item submitted by Customer, including but not limited to digital depictions, for use by Toy Graders Association, Ltd. on its website, in advertising and/or promotional materials, or for any other reasonable use. Customer agrees that Toy Graders Association, Ltd. is the sole owner of any such photographs, video images and/or digital depictions.

**Indemnification and Hold Harmless.** Customer agrees to indemnify, defend and hold harmless Toy Graders Association, Ltd. from and against any and all claims, demands, lawsuits, and/or damages, including attorneys' fees and costs, arising out of or relating to services provided by Toy Graders Association, Ltd. unless Toy Graders Association, Ltd. is found to have caused damage to Customer's item maliciously and/or willfully. In the event Toy Graders Association, Ltd. is found to have damaged Customer's item maliciously and /or willfully, Toy Graders Association, Ltd's liability shall be limited to the damage so caused by Toy Graders Association, Ltd. In no event shall Toy Graders Association, Ltd. be liable for any indirect, special, exemplary, incidental or consequential damages arising out of services provided by Toy Graders Association, Ltd.

**Arbitration.** All disputes arising out of services provided by Toy Graders Association, Ltd. shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The prevailing party in any dispute with Toy Graders Association, Ltd. shall be entitled to attorney's fees and costs, which the arbitrator shall have the authority to award. All arbitration shall be held in Hartford, Connecticut.

**Severability.** In the event any of these Terms and Conditions are rendered unenforceable, the remainder of these Terms and Conditions shall remain valid, enforceable and in full force and effect.

**Governing Law.** These Terms and Conditions shall be governed by Connecticut law.

**Acknowledgement.** By signing below, Customer acknowledges that Customer is at least eighteen (18) years of age and has read and hereby agrees to each and every provision contained in these Terms and Conditions.

\_\_\_\_\_  
Name Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date