

# PCGS RESTORATION SUBMISSION AGREEMENT

(PLEASE WRITE LEGIBLY - PCGS WILL NOT BE RESPONSIBLE FOR INCOMPLETE OR INACCURATE ORDERS, FAILURE TO COMPLETE SUBMISSION FORM WILL DELAY ORDER.)

PCGS PO BOX 9458, Newport Beach, CA 92658 800-447-8848 • Fax: 949-567-1253 PCGS.com • info@PCGS.com

# IMPORTANT INFORMATION ABOUT RESTORATION

# NOT ALL COINS CAN BE RESTORED

Please review the following information and carefully consider whether a coin is a candidate for Restoration before submitting. **All Customers submitting coins for Restoration will be charged an evaluation fee, whether or not the submitted coin is restored.** 

# TYPES OF RESTORATION ISSUES

**TONING:** Removing unattractive toning is the most common use of Restoration, though not all toned coins may be candidates for Restoration. Coins that suffer from abnormal and unsightly toning caused by the presence of foreign or caustic substances may be restorable. Coins that have been artificially toned may be restorable, but often the artificial toning covers another problem such as cleaning or altered surfaces. Attractively toned coins will not be restored to a "white" color, as it is not appropriate for us to make all coins white and destroy natural, attractive toning.

**SPOTTING:** The other most common type of successful Restoration is the lightening or elimination of spots. Spots can usually be lightened or eliminated from silver, nickel, and clad coins. One exception is whitish "milk spotting" on modern .999 silver coins struck by the various world mints. The United States Mint has publicly acknowledged the problem of milk spots, attributing the issue to the manufacturing process of the silver planchets. Spots on gold coins are difficult to improve, and spots on copper coins can almost never be eliminated without damaging the coin.

**HAZE:** Restoration to remove haze from the surface of a coin is often quite successful. However, haze sometimes covers scratches, marks, or other surface problems, and thus removing the haze may have a negative impact on the appearance of a coin.

**WEAR:** There is no Restoration process which can reverse wear. If a coin's surfaces show wear due to normal circulation or for any other reason, the wear cannot be reversed. Wear permanently alters the condition of a coin. Any coin submitted for Restoration with the intentions of reversing wear will be returned as-is and the Customer will be assessed an evaluation fee.

**CLEANING:** There is no Restoration process for a coin that has been cleaned. When a coin is cleaned, the surface luster and original patina are removed. Often the surfaces exhibit hairlines as a result of contact with a cloth, a brush, or another medium used to clean the surfaces. Hairlines cannot be removed. Surface luster and original patina cannot be restored. Cleaned coins should not be submitted for Restoration. The coin will be reviewed and returned unchanged, and the Customer will be charged an evaluation fee.

**DAMAGE:** Coins that have been damaged will not be repaired by PCGS. This includes coins that have been scratched, scrapped, whizzed, tooled, holed, plugged, exhibit rim damage, or have been altered in any way. PCGS does not add or remove metal or in any way move metal during the Restoration process. Damaged coins cannot be restored using the non-invasive processes that are used during the PCGS Restoration process. Damaged coins that are submitted for Restoration will be returned as is and Customer will be charged an evaluation fee.

**CONCEALED PROBLEMS:** Many coins suffer from multiple problems. For example, there may be unsightly spotting or toning, but underneath the toning there is substantial surface damage. PCGS Restoration may be able to remove the toning but cannot address the surface damage. If such a coin is submitted for Restoration, at best, it will be returned in a "Genuine" holder.

#### **METALS**

Restoration processes and success depend a great deal on the metal content of a given coin. What follows here is information on the general efficacy of Restoration techniques on various types of metals.

SILVER: Restoration of silver coins can often be quite successful.

**GOLD:** Gold coins can usually be restored if the problem is haze or discoloration. Spots on gold coins usually cannot be removed.

**NICKEL:** Nickel coins can often be restored if the problem is unattractive toning, haze, or spotting; however, success rates for Restoration of nickel coins is less than that of silver coins.

**COPPER:** This is one area where Restoration seldom works. PCGS will never use any harsh techniques which effectively strip the surface of the coin, nor will we use any techniques which could change the color and surfaces of the coin. Because of this we will not attempt to restore many darkened or toned copper coins.

**CLAD:** The post-1964 clad coins can often be successfully restored depending on the problem. Success rates are similar to those of nickel coins.

#### RESTORATION CANDIDATES

The coins that have the best results from the PCGS Restoration service are:

**Silver coins with unattractive toning** - It is usually rather easy for professional experts to remove unattractive toning from silver coins, and it has been a market-accepted practice for decades. Removing toning usually does not affect a coin's surface and is many times undetectable to even expert eyes.

**Gold, silver, nickel, and clad coins with haze** - Many coins develop a hazy look over time, and occasionally coin doctors will artificially haze a coin to deceptively enhance its appearance. It is usually very easy to remove haze from coins.

**Brilliant proof gold coins** - The appearance of brilliant proof gold coins that have haze or discoloration can often be improved with Restoration techniques.

**Spotted nickel, silver, and clad coins** - Spots can usually be removed from nickel, silver, and clad coins, provided the spots have not corroded the surfaces of the coin. Spots usually cannot be removed from gold and copper coins.

#### **RESTORATION TIPS**

Restoration works in many cases and can generally produce wonderful results on coins. However, there is no guarantee that Restoration will increase the value or result in a higher grade for a coin.

Here are a few points to consider before submitting coins to PCGS Restoration:

Make sure the coin's value merits the Restoration fee- An inexpensive coin might have a lower value than the Restoration fee for that piece. PCGS Restoration cannot transform a \$20 coin into a \$500 coin. Unless the fee-to-value ratio is not a concern, coins should be submitted to PCGS Restoration only if they are worth at least \$100.

**Do not expect miracles** - PCGS Restoration can enhance the value of many coins, but it cannot make a worn coin new, reverse a cleaning on a cleaned coin, or turn an MS62 into an MS67. Some Customers have even submitted counterfeit coins for Restoration - we can't make a counterfeit coin genuine!

**Remember that Restoration doesn't always work** - Sometimes the outcome will be very positive, sometimes the Restoration results are neutral, sometimes the outcome

will result in a more negative appearance for a coin. And sometimes we cannot provide Restoration service. However, we do require an evaluation fee on all submissions regardless of their final dispositions.

Read the above information carefully and only submit coins to PCGS Restoration that fit the criteria listed above.

#### ADDITIONAL INFORMATION

**GENUINE OPTION** - All coins submitted are subject to being deemed as Genuine (not gradable). PCGS may determine the coin's condition has been permanently altered either by man-made actions or through environmental causes. Select one of the two options for Genuine Service. Only one option is allowed per form. For additional information please visit PCGS.com/Grades.

SECTION 6 - You must initial your acknowledgement of the PCGS Restoration Service fees. Failure to initial this section will delay the processing of your order. You must initial your acknowledgement that PCGS Restoration Service is for raw or PCGS-graded coins only. Coins in other third-party holders may be submitted only if you authorize PCGS to remove the coin(s) from their holder following the initial evaluation of the coin(s). You acknowledge coins removed from other third-party holders do not qualify for a grade guarantee. You indemnify PCGS from any damage that may be done to the coin(s) during this process. You also acknowledge that some coins may have problems that are not apparent until removed from their holder. Failure to initial this section will delay the processing of your order.

Tokens and Medals can also be submitted for PCGS Restoration but before submitting, please verify PCGS will certify such token or medal by visiting PCGS.com/Tokensandmedals.

#### **DOMESTIC SHIPPING & INSURANCE RATE CHART**

	TOTAL DECLARED VALUE									
Number of Coins	\$1 - \$1,000	\$1,001 - \$5,000	\$5,001 - \$15,000	\$15,001 - \$25,000	\$25,001 - \$50,000	\$50,001 - \$75,000	\$75,001 - \$100,000	\$100,001 - \$150,000	\$150,001 - \$200,000	
1 - 4	\$27.00	\$33.00	\$41.00	\$46.00	\$62.00	\$67.59	\$74.25	\$109.95	\$155.10	
5 - 25	\$32.00	\$38.00	\$46.00	\$53.00	\$71.00	\$76.35	\$81.60	\$120.45	\$176.00	
26+	add .25 per coin	add .25 per coin	add .25 per coin	add .25 per coin	add .50 per coin	add .50 per coin	add .50 per coin	add .50 per coin	add .50 per coin	

For packages over \$200,000, please call Customer Service.

# INTERNATIONAL SHIPPING & INSURANCE RATE CHART - \$100,000 MAXIMUM

NUMBER OF COINS	CANADA	EUROPE	ALL OTHER COUNTRIES		
1-10 coins	\$59.40	\$65.84	\$77.94		
11-20 coins	\$63.35	\$70.97	\$83.19		
21-30 coins	\$67.30	\$76.11	\$88.43		
31-40 coins	\$75.40	\$85.96	\$100.66		
41-60 coins	\$87.57	\$100.72	\$118.99		
Over 60 coins	\$1.41 per coin	\$1.75 per coin	\$1.75 per coin		

All orders are returned fully insured with signature required. Shipments requesting specific shipping carriers, may be charged additional Shipping fees.



# PCGS RESTORATION SUBMISSION AGREEMENT (PLEASE WRITE LEGIBLY-PCGS WILL NOT BE RESPONSIBLE FOR INCOMPLETE OR INACCURATE

**SUBMISSION#** 

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00-447-8848 • Fax: 949-567-1253 CGS.com • info@PCGS.com							O SILVER \$1	69 O GOLD \$14.	ernuer.							
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ALL FEES MUST BE AUTHORIZED BEFORE PCGS RESTORATION SERVICE CAN PROCESS YOUR ORDER. FAILURE TO AUTHORIZE ALL APPROPRIATE FEES FOR YOUR SUBMISSION WILL DELAY YOUR ORDER. PCGS RESERVES THE RIGHT TO DETERMINE THE APPROPRIATE RESTORATION, GRADING, AND SHIPPING FEES.  PAYMENT TYPE:   CCOF CC LOC						TERMS AND CONDITIONS: I HAVE READ AND AGREE TO THE PCGS GRADING TERMS AND CONDITIONS ON THE BACK OF THIS FORM AND I ACCEPT FULL RESPONSIBILITY FOR COMPLETELY AND ACCURATELY FILLING OUT THE SUBMISSION FORM. IF COINS ARE SUBMITTED FOR SERVICES FOR WHICH THEY DO NOT QUALIFY, SIGNATURE BELOW AUTHORIZES PCGS TO CORRECT THE ORDER AND CHARGE ANY ADDITIONAL GRADING, GUARANTEE PREMIUM, HANDLING AND SHIPPING FEES THAT MAY APPLY.										
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# **PCGS RESTORATION SERVICE TERMS & CONDITIONS**

By signing the front side of this form, Customer acknowledges that they have read the PCGS Restoration Service Terms and Conditions (the "Agreement") set forth below and agrees to abide by this Agreement, and further agrees that PCGS is entitled to rely upon and benefit from this Agreement.

- PCGS will endeavor to restore and grade coins within the time frame, if any, offered
  as part of this service. However, PCGS will have no liability whatsoever to Customer
  for incidental or consequential damages due to PCGS's failure to return the coin
  within any time frame.
- 2. PCGS will not grade coins which bear evidence of harsh cleaning, artificial toning, damaged surfaces, excessive major marks, minor planchet flaws, altered surfaces, PVC damage, Doctoring or similar impairments. If PCGS rejects any coin for grading in accordance with PCGS's grading standards and procedures, PCGS shall not refund the fee paid by Customer. Customer represents and warrants that it has no knowledge and no reasonable basis to believe that any coin submitted for grading has been altered or Doctored in any way. For purposes of this Agreement, "Doctored" shall have the meaning set forth in the applicable PCGS Authorized Dealer Agreement or PCGS Collectors Club Agreement by and between Customer and PCGS (the "Customer Agreement"). If Customer has not entered into the Customer Agreement, Customer hereby agrees to be bound by the terms of the Customer Agreement, a copy of which can be found at https://www.pcgs.com/resources/pdf/collectors-club-agreement.pdf
- 3. Restoration and Grading involve individual judgments that are subjective and require the exercise of professional opinion, which can change from time to time. Therefore, PCGS makes no warranty or representation and shall have no liability whatsoever to Customer for the restoration process used by PCGS or the grade assigned by PCGS to any coin, except pursuant to PCGS's Guarantee resubmission as set forth on PCGS's website at PCGS.com.
- 4. PCGS will exercise reasonable care in handling coins submitted for grading, regrading, or reholdering. However, if PCGS determines that the Customer's coin was lost or damaged while in PCGS possession, Customer will be compensated based upon the fair market value of the coin as determined by PCGS standard procedures which may include filing a claim with our insurance carrier. The declared value you stated on the front of this form is for estimating the insurance coverage only, and the fair market value of the coin may be less than your declared value. IN NO EVENT SHALL THE TOTAL LIABILITY EXCEED THE DECLARED VALUE OF THE COIN. PCGS accepts no liability for coins with soldered and/or glued components as these types of items can be damaged even when handled properly. PCGS will not accept liability for items lost while not in the custody or control of PCGS.
- 5. Customer must inspect all coins immediately upon receipt and PCGS disclaims any liability for damage or discrepancies or errors, including but not limited to errors in the description of the coin, unless reported to PCGS within five (5) days of Customer's receipt of the coin(s). Customer agrees to return any incorrectly described coin to PCGS upon request for correction and agrees to indemnify and hold PCGS harmless from any and all losses and/or claims caused by the circulation or sale of any incorrectly described coin. Failure to report such errors may cause suspension or expulsion of membership from the Collectors Club or PCGS Authorized Dealer Network. PCGS shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of the terms, or otherwise in excess of the price of the services.
- 6. Customer agrees (a) to pay to PCGS all fees and other charges when due; (b) that any

- delinquent balances shall accrue interest at the rate of 10% per year until paid (or, if less, the maximum interest rate permitted by applicable law); and (c) that PCGS shall have a security interest in the coins submitted, as well as in any other property of Customer in the possession of PCGS or its affiliates (collectively, the "Property"), to secure payment thereof. Fees paid to PCGS are NON-REFUNDABLE once the item begins the grading process. Customer hereby grants to PCGS an assignment of and lien against the Property in the amount of any fees and other charges due and payable pursuant to the terms of this Agreement. Customer hereby authorizes PCGS to file, at any time on or after the date such fees and other charges become due, appropriate uniform commercial code financing statements in such jurisdictions and offices as PCGS deems necessary in connection with the perfection of a security interest in the Property. If PCGS determines, in its sole discretion and at any point in the process, that the submitted Declared Value has been understated relative to the market value of the item, or the submission form provided by the customer has been incorrectly or incompletely filled out, PCGS reserves the right to adjust the PCGS Grading Fees (including any Shipping or Handling fees) accordingly. Customer acknowledges and agrees that PCGS may adjust/increase any fees as necessary without explicit customer notification.
- 7. PCGS shall have no liability whatsoever to Customer, or any third party for whom Customer may be acting, for (i) any personal injury or (ii) for any damage to any coin, or otherwise, that Customer is unable to demonstrate was attributable primarily to an act or omission to act by PCGS while the coin was in its possession and control, except for any damage to a coin resulting from the breaking open by PCGS of a PCGS or other coin holder in which the coin may have been submitted for grading to PCGS. PCGS shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation, or otherwise.
- 8. Note all terms and conditions are subject to change. Turnaround times do not include mailing time and reflect business days.
- 9. Except as expressly set forth herein to the contrary, PCGS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, REGARDING PCGS' GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10. Notwithstanding anything to the contrary contained herein, except with respect to the remedies under the PCGS Guarantee of Grade and Authenticity set forth at PCGS.com (the "Guarantee"), THE MAXIMUM AGGREGATE LIABILITY THAT PCGS SHALL HAVE TO CUSTOMER, OR ANY THIRD PARTY FOR WHOM THE CUSTOMER MAY BE ACTING, ARISING FROM ANY CAUSE, ACT, OMISSION OR OTHER CIRCUMSTANCE, SHALL IN NO EVENT EXCEED THE GRADING FEE OR LESS ACTUALLY PAID BY CUSTOMER FOR THE SERVICES RENDERED BY PCGS WITH RESPECT TO THE COINS SUBMITTED FOR RESTORATION HEREUNDER. IN NO EVENT SHALL PCGS OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11. In the ordinary course of its grading operations, PCGS (i) compiles data regarding each coin submitted for restoration and grading, including, but not limited to, data relating to the identity, minting, condition and grade of the coin (the "Data"); and

- (ii) may take, or have taken, one or more digital or other types of photographs, images or reproductions of each such coin (collectively, the "Images"). In consideration for the restoration and grading services being provided by PCGS, Customer, on behalf of itself and any third party for whom Customer may be acting, hereby authorizes PCGS (i) to compile and maintain such Data with respect to each coin submitted hereunder for grading; and (ii) to take, or cause to be taken, one or more Images of each such coin, and further agrees that PCGS will be the owner of such Data and all such Images and that PCGS may use and exploit such Data and the Images for commercial and any other purposes, as PCGS in its sole discretion deems appropriate, including, but not limited to, the publication and republication or reproduction in or on any media, of such Data and Images. Without limiting the generality of the foregoing, Customer, on behalf of itself and any third party for whom Customer may be acting with respect to this agreement, unconditionally and irrevocably transfers, conveys, and assigns to PCGS any and all current and any hereafter acquired rights, title, and interests (including, without limitation, rights in copyright, patent, trade secret, and trademark) that Customer or any such third party may have in or to the Data and the Images (on whatever media or in whatever form such Images may be reproduced or published).
- 12. If any coins are being submitted for a third party, Customer represents and warrants that such third party has agreed and accepted this Agreement and has signed a duplicate copy hereof where indicated. Customer agrees to provide that third party-signed copy to PCGS at any time upon its request.
- 13. This Agreement is delivered and accepted in the State of California and it is the intention of the parties that it be governed by and construed in accordance with the substantive laws of that State, without regard to conflicts of laws principles. The parties hereby consent to personal jurisdiction of the courts of the State of

- California with respect to any legal action to enforce the terms and conditions of this Agreement or otherwise arising under or with respect to this Agreement, and agree that the Superior Court of California, County of Orange, or, if applicable, federal District Court sitting in the County of Orange, State of California, shall be the sole venue, and the State of California shall be the sole forum, for the bringing of such action. Each of Customer and PCGS agrees that the prevailing party shall be entitled to an award of its reasonable attorney's fees, costs and expenses.
- 14. The terms and provisions in this Agreement and the Customer Agreement, if applicable, constitute the entire agreement of PCGS and Customer (and any third party for whom Customer may be acting) regarding, and supersede all prior agreements and understandings (written or oral) between or among such parties relating to, the subject matter hereof. Except for the dispute resolution provision set forth in Section 24 of the PCGS Authorized Dealer Agreement (which shall control over Section 13 of this Agreement), if it is determined that there are any inconsistencies between this Agreement and the Customer Agreement, then this Agreement shall control. If any term or provision of this Agreement is determined, by a final and non-appealable ruling or order of a court of competent jurisdiction, to be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not affect the validity or enforceability of any of the other of the terms or provisions of this agreement. Each party shall execute and deliver such additional documents and instruments as any other party may request to better evidence or effectuate the agreements contained herein, including the assignment of rights set forth in Section 11, and procedures, and further agree that PCGS is entitled to rely upon and benefit from those terms and procedures.

**Customer: Sign front of form.**