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Civil Liability in Restoration, Cleaning and Grading Intermediation Services in Trading Card Games (TGC)

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Abstract
In today's market, collectible trading cards have acquired significant economic relevance, with an estimated global turnover in the tens of billions of dollars and dynamics that, in several respects, resemble those of financial assets. Within this scenario, increasingly established "technical" practices of cleaning and restoration, modelled on the conservational and aesthetic interventions typical of the art world, have emerged, together with grading procedures, meaning certification and assessment activities carried out by specialized private entities. This paper systematically reconstructs the profiles of civil liability that may arise from such technical interventions and from the intermediation services connected with the grading of cards. Drawing on the tools of Italian civil law and consumer-protection legislation, and offering conceptual considerations that may also inform reflection in other legal systems, the analysis delineates, by analogy, the scope of the legal obligations incumbent upon restorers and dealers. The growing complexity of the sector makes the careful regulation of professional relationships indispensable, so as to prevent, from the outset, both judicial and out-of- court disputes. Ultimately, this study aims to outline a normative framework capable of guiding both professionals and ordinary collectors in the informed management of the activities that characterize the modern market for collectible trading cards, in line with the general principles of the Italian legal system and, more broadly, with the regulatory approaches and best practices relevant across different jurisdictions.

Keywords: Collectible trading cards, civil liability, restoration and cleaning practices, grading and certification, Italian consumer protection law, and market intermediation services.

The Restoration of Collectible Cards: Between Practice and Law
In the contemporary market, collectible trading cards (hereinafter also "TCG", acronym for Trading Card Games) occupy a grey area between goods of artistic interest and speculative assets.

Unlike traditional forms of collecting (numismatics, philately, works of art), where attention focuses on historical, cultural, or aesthetic value, modern collectible cards display a dual nature: on the one hand, objects intended for recreational use and artistic appreciation; on the other, goods endowed with intrinsic patrimonial value.

From this perspective, the "treatment" of cards – which may include "cleaning"[1] and "restoration"[2] operations, for the purpose of potential subsequent "grading"[3] – has become a widespread practice among collectors for the enhancement and commercial exploitation of the cards.

Whereas artistic restoration, in its classical forms, responds to an aim of conservation and authenticity (one may think of the discipline of the 1964 Venice Charter), in the context of collectible cards the "technical" intervention takes on a distinctly functional character.

The purpose is to improve the "presentability" and overall condition of the card (also in anticipation of grading, in order to obtain a higher score), thereby increasing its economic value.

This technical process, however, is not without risks.

Poorly executed cleaning and/or restoration may significantly compromise the material integrity of the card, even altering its original profile.

Grading companies – which are responsible for authenticating the "originality" of cards – generally regard such practices with suspicion and have identified a series of situations in which the "treatment" of a card is so invasive as to compromise its genuineness.

These interventions fall, in classificatory terms, under the label of "altered" cards[4] and entail markedly negative effects in commercial practice.

An altered card, even if in good condition, is perceived as no longer authentic in its original configuration and undergoes a drastic reduction in market value. In many cases, its market price drops close to zero, effectively excluding the card from the collectible circuit[5].

This situation has significant legal implications.

The circulation of cards subjected to cleaning and restoration – whether they are intended for grading, resale/exchange ("trade"), or mere private collection – gives rise to a network of complex and heterogeneous contractual relationships[6]. These relationships create professional liabilities which, if not properly regulated, may expose the parties to disputes of considerable magnitude.

In the following sections, this paper will focus in particular on the liability of the technician responsible for cleaning and restoration interventions, as well as on the liability of the so-called dealer, the intermediary who acts between the card owner and grading companies and who, in

practice, performs at least cleaning activities.

Within this context, Italian civil law, although lacking specific ad hoc regulation, nonetheless provides the conceptual tools necessary to evaluate and delimit the obligations borne by professional operators in the TCG sector.

The liability of the "Restorer"

The activity of cleaning and restoring collectible cards – although often carried out informally – constitutes, in every respect, a professional service.

It falls within the scope of the "contratto d'opera" (contract for services) governed by art. 2222 of the Italian Civil Code[7] and entails the assumption of specific obligations by the operator, depending on the concrete result expected.

That result ordinarily consists in the improvement of the card's physical and aesthetic condition through the removal of superficial imperfections and structural defects, for purposes of grading or sale.

Even in the absence of a written agreement, the activity requires the application of qualified diligence, to be assessed under the criteria of art. 1176(2) c.c., in light of the professional nature of the service.

The operator is therefore required to employ the level of skill demanded by the specificity of the intervention, taking into account not only the material on which he operates (laminated cardstock, holographic foils, sensitive inks), but also, and above all, the client's stated objectives.

Where the card is treated in anticipation of grading, it is reasonable to expect that the operator consider the standards adopted by major grading companies and avoid, even potentially, interventions that may result in an "altered" designation or otherwise preclude a regular grade.

This implies, in practice, the obligation to inform the client in advance about the requested treatments, the associated risks, and the potential consequences, particularly when the intervention entails uncertainty or irreversibility[8].

The absence of informed consent, or the execution of non-agreed treatments, may give rise to professional liability[9].

Likewise, any damage caused to the card – whether material (e.g., halos, improper pressing, surface dulling, discoloration) or functional (e.g., the assignment of an altered designation) – falls within the scope of contractual liability pursuant to arts. 1218 and 1176 c.c.[10].

Within the contratto d'opera, however, this liability framework must be integrated with art. 2226 c.c., which specifically governs defects ("vizi") or non- conformities in the executed work.

The provision states that once the service has been accepted – even tacitly (e.g., by taking

delivery of the card without objection) – the service provider is released from liability for defects that were "known or easily recognizable" by the client at the time of return, unless such defects were "fraudulently concealed".

For defects not immediately detectable, the law requires the client to report the defects within eight days of discovery, under penalty of forfeiture; in all cases, the action is time-barred after one year from delivery.
These time limits apply only to defects of the work in the strict sense, i.e., imperfections the card shows because of incorrect cleaning or restoration (such as: solvent halos, irregular pressing, surface dulling, discoloration from excessive heat, warping caused by humidifiers, yellowing from chemical agents, abrasions or micro-scratches from manual tools).

It is therefore the client's duty, once the card is returned, to inspect it carefully and promptly report any anomalies; otherwise, even an imperfect intervention may be deemed accepted, releasing the restorer from liability[11].

A clarification is necessary: art. 2226 c.c. does not apply where the damage derives from autonomous negligent conduct, breaches of informational obligations, or failures in custody and preservation.

These situations fall under the general ten-year limitation period of art. 2946 c.c[12].

Within the framework of professional liability outlined above, particular attention must be devoted to clauses limiting or excluding liability.

It is not uncommon for the service provider – especially when dealing with a broad and undifferentiated clientele – to rely on standardized forms, pre-drafted information sheets, or digital regulations designed to pre-emptively limit or exclude liability for the outcome of the intervention.

However, the validity of such clauses encounters well-defined boundaries.

First, under Italian law, art. 1229 c.c. renders null any agreement that excludes or limits liability for intentional misconduct (dolo) or gross negligence (colpa grave). This constitutes a mandatory limitation, which invalidates any waiver purporting to exempt the operator from liability in cases of serious mistakes attributable to manifest lack of skill (for instance, the use of solvents known to be incompatible with the card's material; the application of excessive heat on holographic surfaces; or failure to protect the card during storage, resulting in bending or contamination).

Equally relevant is the requirement of form and transparency.

Where the limiting clauses are unilaterally drafted by the restorer (e.g., in the form of "service regulations" or "terms and conditions") the provisions on standard form contracts under arts. 1341 and 1342 c.c. apply.

These articles require that any clause limiting liability, imposing forfeitures, or granting unilateral advantages to the professional (the so-called vexatious clauses) must be specifically approved in writing, failing which they are unenforceable against the client.

A mere reference to a link/QR code is therefore insufficient unless accompanied by a specific written acknowledgment.

When the recipient of the service qualifies as a consumer, meaning someone acting for purposes unrelated to business or professional activity, the enhanced protections of the Consumer Code (Italian Legislative Decree 206/2005) apply. Art. 33 considers as vexatious – and therefore null – any clauses that, even if used generally, impose a significant imbalance to the detriment of the consumer[13].

Among these are clauses that pre-emptively limit the operator's liability for non- performance, lack of conformity, or damage, regardless of the seriousness of the conduct.

Art. 33 also identifies a set of presumptively vexatious clauses (the so-called "grey list") whose validity may be upheld only if the professional proves that they were the object of a specific, individual negotiation[14].

In this regard, it is not enough for the consumer to have signed a pre-printed form or clicked an online checkbox: there must be evidence of a genuine and documented negotiation of the clause's content.

Another provision potentially relevant – although situated in the context of intellectual services – is art. 2236 c.c., which establishes a mitigated liability regime for professionals faced with problems of "special difficulty".

In such cases, the professional is liable only for intentional misconduct or gross negligence.

Although case law tends to restrict its application to cases requiring particularly elevated technical expertise, the norm may be applied by agreement between the parties, within the limits of art. 1229 c.c..

Thus, it is permissible for the restorer and client to expressly agree that certain cleaning or restoration operations constitute tasks of special difficulty and that liability shall be limited to cases of intent or gross negligence.

In conclusion, the limitation of the restorer's liability is possible within certain boundaries, provided that the limits established by civil-law and consumer- protection rules are respected: every clause must be assessed not only in terms of content but also with respect to the manner in which it is accepted.

The liability of the "dealer"

Within the TCG sector, the figure of the dealer occupies a central position in the process of enhancing the value of cards.

This term is used, descriptively, to designate the operator who provides structured intermediation services toward grading companies, combining, to varying degrees, three principal functions:

- the receipt and custody of cards delivered by clients;
- the logistical and documentary management of shipments to grading companies and of their return;
- the performance of ancillary technical activities (cleaning and restoration) before shipment.

It is common for the dealer to present himself to the public as a mere intermediary or "conduit" between the client and the grading company, thereby downplaying the technical-material component of his performance.

In reality, the dealer's role is far more complex: he takes physical possession of the cards, handles them, prepares them for shipment, sometimes subjects them to cleaning/restoration, and manages the outbound and inbound logistics with carriers.

This results in a network of contractual relationships that cannot be reduced to intermediation alone, but rather form a cluster of interconnected contracts.

The managerial element corresponds in structure to the mandate governed by arts. 1703 ff. c.c.; alongside it lies a material component referable to deposit under arts. 1766 ff. c.c.; and, when present, a technical-operational component involving cleaning and restoration, typical of the contratto d'opera under art. 2222 c.c. (or, in more organized cases, of the appalto under art. 1655 c.c.). This entire framework is further intertwined with transport and insurance contracts entered into by the dealer with third-party carriers.

Correctly classifying these elements is crucial to understanding the scope of the dealer's contractual obligations and the validity of the liability-exclusion clauses that frequently appear in dealer regulations[15].
In practice, the core of the dealer–client relationship ordinarily takes shape around a mandate, more or less formalized, concerning the submission of cards to the grading company according to specific parameters.

The art. 1710 c.c. requires the mandatary to perform the assignment with the diligence of a competent professional, adhering to the instructions received and safeguarding the mandator's interests throughout every phase.

In practice, this means ensuring the correct identification of the cards, consistent with submission forms; selecting the service appropriate to the client's preferences; and verifying the relevant policies of the grading company.

Any developments (tariff variations, value revisions, supplemental requests) must be promptly

communicated to the client; failure to do so constitutes, in itself, a breach of the mandatary's informational duties.

From the moment the cards enter the dealer's possession, he assumes custodial and protective duties, consistent with the logic of deposit.

The applicable standard is that of qualified professional diligence under art. 1176(2) c.c., combined with art. 1768 c.c., extending to storage conditions, packaging systems (e.g., penny sleeves, toploaders, card savers), and the handling of inventories prior to shipment and after return from the grading company.
When the dealer supplements the submission activity with technical cleaning or restoration, he acts as a service provider (or contractor) and is subject to the same liability framework previously outlined for restorers.

By intervening directly on the cards, he assumes the risks inherent in operations that may lead to an "altered" designation or irreversible damage[16].

The organizational complexity of the dealer's services also affects the scope of his liability where third parties perform material tasks.

In practice, dealers frequently rely on internal or external collaborators (aggregators, collection hubs, technical centers) for pre-grading cleaning and restoration.

In these cases, art. 1228 c.c. applies: the debtor is liable for intentional or negligent acts of the auxiliaries used to perform the obligation.

The rule operates regardless of whether the treatment was carried out by the dealer's internal personnel or by external structures acting on his behalf.

As a result, any damage caused by the appointed restorer is imputed directly to the dealer, regardless of internal organizational distinctions or the degree of autonomy of the third party involved[17].

One of the most delicate aspects of the dealer-client relationship concerns the management of shipments, which occur in three distinct phases: the initial shipment from the client to the dealer; the subsequent – often international – shipment from the dealer to the grading company; and the return shipment to the client.

Dealer regulations typically adopt a recurring structure: the sender must use adequate packaging and traceable or insured shipping services; and the dealer disclaims liability for damage or loss occurring during shipment to the dealer, particularly when untracked or uninsured.

Such an arrangement generally accords with the customary allocation of transport risks: until receipt by the dealer, he is neither custodian nor able to influence the shipment's conditions; thus the risk remains with the sender.

The regime changes once the cards enter the dealer's possession.

From that moment, for shipments he organizes toward the grading company or the client, a different framework applies, combining the dealer's obligations with the carrier's liability.

Under art. 1693 c.c., the carrier is liable—save for fortuitous events—for loss or damage occurring between receipt of the goods and delivery to the recipient. Carrier liability is presumed unless the carrier proves recognized exonerating causes (fortuitous event, intrinsic nature of the goods, latent packaging defects). This principle does not relieve the dealer of his own obligations: he must select a reliable carrier, prepare adequate packaging, and correctly declare the value and required documentation.

An incorrect value declaration[18] or failure to activate insurance options requested by the client may, in the event of loss, drastically reduce the indemnity recoverable from the carrier and constitutes, in itself, an independent breach by the dealer[19].

In this context, many regulations state that, absent additional insurance chosen by the client, the dealer "assumes no liability whatsoever" for loss, damage, or theft during shipment.

Such clauses must be critically assessed in light of art. 1229 c.c., which nullifies any agreement excluding or limiting liability for intent or gross negligence.

Therefore, clauses that purport to release the dealer from liability even where the damage stems from serious omissions (inadequate packaging, failure to purchase promised insurance, use of notoriously unreliable carriers, failure to transmit required documents or grading-company procedures) cannot be considered valid. Conversely, clauses merely allocating the economic risk within certain thresholds – conditioning full coverage on the purchase of optional insurance – may be admissible, provided they do not extend to gross negligence and are drafted in clear, transparent, and proportionate terms[20].

In conclusion, a clear distinction must be drawn between the legitimate allocation of value-related risk – adjustable according to the insurance options selected – and the inadmissible, pre-emptive exclusion of all liability on the part of the intermediary, which would neutralize the substantive role of the dealer and deprive the client of meaningful protection.

Given the plurality of actors involved, the shipping phase requires a balanced approach: on the one hand, the proper application of art. 1693 c.c. to the carrier; on the other hand, the continued applicability of the dealer's duties of diligence, custody, and organizational care, duties that cannot be compressed or nullified through unilateral clauses or pre-printed forms.

Concluding Remarks

The legal reconstruction presented in this paper makes it possible to outline, in systematic terms, the minimum framework of liability borne by operators professionally active in the TCG sector,

and in particular by restorers and dealers. Although grounded in Italian civil-law categories, the analysis also offers conceptual insights that may prove useful for reflection in other jurisdictions, given the increasingly cross-border nature of the TCG market and the structural proximity of many professional-liability regimes.

This is a sector which, although largely driven by private regulations, spontaneous practices, and non-uniform operational solutions, requires a legal framework capable of governing its increasing economic and technical complexity. Ordinary civil-law instruments – despite the absence of any ad hoc statutory discipline – remain fully adequate for qualifying the relevant relationships, identifying the parties' obligations, and allocating the risks arising from the technical treatment of cards and from their circulation.

The first element that emerges is the centrality of contractual qualification.

The activity of the restorer falls, in most cases, within the paradigm of the contratto d'opera under art. 2222 c.c. (or, in more structured cases, of the appalto), whereas the activity of the dealer is organized around a core of mandate, supplemented by elements of deposit, contract for services, and transport[21]. In other words, the new operational paradigms of the TCG collecting world are not devoid of legal protection: they fit naturally within the broader framework of the general categories of contract law.
As for the restorer, acting as a service provider, he is required to fulfil a twofold set of obligations:

- on the one hand, the obligation to perform the service with a level of skill appropriate to the delicacy of the material and to the declared purpose (particularly when the intervention is aimed at grading);
- on the other, the duty to inform the client of foreseeable risks and of possible consequences in terms of an "altered" designation, loss of perceived authenticity, or economic depreciation.

The combined application of arts. 1176(2) and 2226 c.c. makes it possible to delimit – also in temporal terms – the restorer's exposure to professional liability, distinguishing between defects that are immediately detectable upon delivery (subject to the short reporting and limitation periods) and damages arising from autonomous negligent conduct, breaches of instructions, failure to provide information, or inadequate custody (the latter being subject to the ordinary ten- year limitation period).

The result is a framework in which the restorer can – and must – structure his activity through standardized procedures of disclosure, documentation, and delivery, thereby reducing evidentiary uncertainty and preventing disputes.

Parallel to this, the figure of the dealer displays a greater level of complexity, as it concentrates within a single operator multiple functions: documentary management in relation to grading companies, material custody of the cards, possible technical interventions, and organization of shipments.

The notion – frequently circulated in practice – of the dealer as a "mere conduit" between the

client and the grading companies does not withstand closer legal scrutiny.

The dealer physically receives the cards, handles them, packages them, often performs cleaning/restoration, coordinates outbound and inbound shipments, and relies on internal or external auxiliaries as well as on third-party carriers.

This gives rise to a unitary liability framework, which includes:

- the correct execution of the mandate (choice of service, proper completion of forms, transmission of the client's instructions, management of supervening issues);
- the custody of the cards, aimed at safeguarding their physical integrity in line with a professional deposit standard;
- liability for technical interventions performed directly or through auxiliaries;
- obligations relating to shipping, including the choice of carrier, preparation of protective packaging, value declaration, and activation of insurance coverage requested by the client.

Given this articulated liability regime, the regulation of clauses excluding or limiting liability takes on particular significance.

Practice – on the part of both restorers and dealers – reveals a widespread tendency to draft disclosures, regulations, forms, and general conditions aiming to shift the risk entirely onto the client, exempting the operator from any consequence arising from the treatments performed or the shipments organized. However, the combined provisions of arts. 1229 and 1341–1342 c.c., and – where consumers are involved – of arts. 33 ff. of the Consumer Code, set very clear boundaries:

- liability for intentional misconduct or gross negligence cannot be excluded or limited;
- limitation clauses unilaterally drafted must be specifically approved in writing (and, in some cases, specifically negotiated) and drafted in clear and comprehensible terms;
- in B2C relationships, any clause that creates a "significant imbalance" to the detriment of the consumer may be deemed unfair and therefore void, regardless of formal acceptance.

It follows that the function of limitation clauses cannot be to eliminate professional risk; at most, they may modulate it in a balanced manner, transparently defining the conditions of the service. From an operational perspective, the framework outlined suggests several courses of action for professionals who wish to align their activities with the rules of civil law:

- adopting clear and customized contractual schemes that distinguish the various phases of the service (restoration, intermediation, custody, shipping) and specify, for each, obligations, limits, risks, and liability;
- preparing detailed technical disclosures on cleaning and restoration treatments, with particular attention to cases in which the risk of "altered" outcomes is not negligible, obtaining informed consent;
- implementing protocols for conservation, packaging, and documentation to demonstrate, in the event of a claim, the adoption of all precautions required under professional standards;
- distinguishing – at the insurance level – between coverage for the item (parcel insurance) and coverage for the restorer's professional liability;

- critically reviewing liability-limitation clauses in light of the constraints imposed by the Civil Code and the Consumer Code.

From a systemic perspective, the progressive institutionalization of card collecting – with values that, for some categories of items, reach or exceed thresholds typical of the art market or of investment goods[22] – makes an increase in litigation plausible.

The preparation of adequate contractual frameworks, the professionalization of sector practices, and legal assistance may therefore represent not only tools of protection for individual operators but also a factor contributing to the overall maturation of the TCG market, capable of strengthening reliance, transparency, and the safe circulation of goods.

Ultimately, civil law does not merely regulate breaches ex post: if correctly applied, it provides an ex ante regulatory architecture capable of guiding operators' conduct and outlining a reasonable balance between economic freedom, protection of collectors, and professional responsibility.

Although rooted in the Italian legal experience, this balance exhibits structural features of interest for other legal systems as well, especially in view of the growing internationalization of TCG markets and the shared logic underlying professional-liability frameworks.

It will be up to the actors within the TCG sector to recognize this dimension, transforming a field still marked by informality and spontaneous practices into one of structured entrepreneurial and professional activity, capable of standing alongside the more mature markets of contemporary collecting.

Foot Notes

[1]Cleaning consists in the removal of superficial impurities, dirt, stains, scratches, oxidation, ink deposits (so-called "*inked*"), fingerprints, or environmental residues, with the aim of enhancing the visual effect of the card, both in the holographic portion and in the surrounding border. This operation is typically performed through the use of specific solutions (part of each professional's proprietary know-how), microfibers, cotton swabs, or fine-tip applicators.

[2] Restoration consists of a series of corrective interventions aimed at eliminating or reducing structural imperfections of the card: wrinkles, creases, pressure marks, warping, lifting, chipping. Among the most commonly used techniques are humidifiers to relax the paper fibers, cold or hot presses, and thermal pens.

[3] Grading is a technical certification activity carried out by private entities (such as PSA, CGC, Beckett, TAG or, in Italy, GRAAD and AiGrading) with the purpose of authenticating the originality of the cards (or of artists' signatures placed on them, so-called "*signed cards*"; or printing errors contained therein, including *miscut, double stamp, blank back, missing holo layer, foil back, inverted stamp, double printing, square cut, printer hickey, crimped edge, misaligned texture, offset printing, retained obstruction, incorrect name, missing print layers*, and many more), and assessing their overall condition (on a scale from 1 to 10) according to four fundamental, generally shared criteria: *centering*, *corners*, *edges*, and *surface.*

[4] The "altered" classification is assigned when the material appearance of the card is

compromised by invasive interventions that modify its original condition. Common labels accompanying this qualification include: "*tampering*" (fraudulent or suspicious manipulation of the cardboard material); "*trimming*" (intentional or unintentional cutting of card edges to improve centering or eliminate defects); "*shaved edges*" (mechanical thinning or smoothing of the edges to conceal wear or damage); "*restored paper stock*" (artificial reconstruction of the paper surface by means of added materials or chemical treatments); "*recoloring*" (chromatic retouching with pigments or inks to cover imperfections, scratches, or fading); "*cleaning*" (use of solutions or reagents to remove stains, marks, or opacity, altering the original material); "*pressing*" (deformations or micro-fractures generated by excessive pressure during attempts to flatten the card). Although terminology varies among operators (PSA, Beckett, CGC, TAG, GRAAD, AiGrading), all such classifications preclude the assignment of a regular numerical grade.

[5] In practice, owners who receive a negative grading result often remove the protective slab/case and reintroduce the card onto the market as raw, omitting any reference to prior alterations. Similar issues arise outside the grading circuit: a card may be restored for speculative purposes and subsequently sold without disclosing modifications; or sold as intact by someone aware of previous alterations; or circulate among good-faith purchasers who are unaware of prior treatments. These issues would warrant a dedicated study and fall outside the scope of this paper.

[6] See Sections 2, 3, and 4.

[7] The relationship between restorer and client is typically framed as a contratto d'opera pursuant to art. 2222 c.c., which governs services performed by a party (the prestatore d'opera) who undertakes to carry out work or services mainly through personal labor and without subordination. However, where certain subjective and organizational requirements are met, the relationship may fall under the distinct category of "*appalto*" (contract for works) governed by arts. 1655 ff. c.c. Art. 1655 c.c. defines the appalto as "*the contract by which one party, with its own organizational structure and at its own risk, undertakes to perform work or services for a monetary consideration*". The differences lie chiefly in: (1) autonomous organization of means; and (2) assumption of entrepreneurial risk. In the TCG sector, this may occur when a business (a dealer, a specialized TCG company, a store) entrusts a professional operator with the cleaning and restoration of a significant batch of cards with broad discretion over execution and with a global consideration. In such cases, the rules on appalto – including liability for defects (art. 1667 c.c.) and the regime of suspension or termination – may apply. The boundary remains fluid and must be assessed case by case.

[8] These informational obligations are grounded in art. 1337 c.c., which requires the parties to act in good faith during negotiations and contract formation.

[9] It is not uncommon for the client to request particularly invasive techniques or products in the hope of visually improving the card or masking major defects. Where the risk of alteration has been clearly disclosed and consciously accepted (informed consent), the eventual assignment of an altered designation cannot be attributed to the operator, absent specific errors or additional deficiencies.

[10] Under art. 1218 c.c., a debtor who does not properly perform the required service is liable for damages unless he proves that performance was impossible due to causes not attributable to him. Art. 1176(2) c.c. requires that, when fulfilling obligations arising from professional activities, diligence must be assessed with regard to the nature of the performed

activity. Taken together, these provisions impose on the operator the obligation to act with the level of skill appropriate to the delicacy of the item and the complexity of the intervention. They also determine a distinctive allocation of the burden of proof. In Italian civil law, the general rule is that the party alleging a right must prove the facts on which that right is based. However, in the realm of contractual liability, the mechanism operates differently: once the creditor proves the existence of the contract and alleges improper performance – even merely in the form of defective, incomplete, or imperfect execution – the burden shifts to the debtor. It is the debtor who must demonstrate either that he fully complied with the agreed obligations or that any failure was due to a cause not attributable to him. This inversion reflects a structural feature of contractual liability: the debtor is presumed to be in the best position to explain the internal dynamics of the performance, the precautions adopted, and the reasons for any malfunction. As a result, the operator must provide evidence of the diligence actually employed, the procedures followed, and the objective factors that may have prevented proper performance.

[11] Art. 2226 c.c. thus functions as a temporal limitation on professional liability, balancing the client's interest in the protection of the expected result with the operator's need not to remain indefinitely exposed to late claims. Proper application of the provision requires, on the one hand, diligent and transparent conduct by the operator (who should document the interventions carried out and inform the client in advance of the risks); and, on the other, it requires the client to actively examine the returned item and to raise any objections in a timely manner.

[12] For example, the following cases – listed merely by way of illustration – remain fully actionable under the ordinary ten-year limitation period of art. 2946 c.c.: breaches of custody obligations, where the operator fails to adequately protect the card while in possession of it (art. 1768 c.c., by analogy with the rules on deposit); improper use of aggressive products or techniques, when employed without prior disclosure or against the client's instructions, resulting in damage not attributable to a "defect of the work" but to negligent conduct (arts. 1176(2) and 1218 c.c.); execution of non-agreed treatments, amounting to an independent breach separate from the technical quality of the result (art. 1218 c.c.); informational omissions, such as failure to warn about the fragility of the card or known risks of the requested treatment (art. 1337 c.c.); cases of progressive damage not immediately detectable, for instance solvents that deteriorate the card over time, causing harm not identifiable upon delivery but attributable to the operator's conduct; exceeding the scope of the mandate, where the operator intervenes on areas or with methods not authorized beyond what was contractually agreed. In all these situations, liability does not stem from a defect of the work in the technical sense, but from an autonomous breach or wrongful conduct, with the corresponding application of art. 1218 c.c. and the ordinary ten-year limitation period. The mechanism under art. 2226 c.c. protects the operator only to the extent that the damage is entirely attributable to a defect in the work (i.e., in the card). When the harm instead derives from operational mistakes, omissions, negligence, or violations of contractual reliance, the one-year limit does not apply, and liability is governed by the general rules of civil law.

[13] Pursuant to art. 34 of the Italian Consumer Code (Legislative Decree 206/2005), the assessment of whether a clause is unfair must consider the nature of the goods or services and the circumstances of the contract, while it does not concern either the object of the contract or the price, provided that these are clearly determined. Clauses reproducing

mandatory provisions or international rules common to all EU Member States are not deemed unfair, nor are clauses that were the subject of a specific individual negotiation, the proof of which lies with the professional (art. 34(1)–(5)).

[14] Art. 33(2) of the Italian Consumer Code contains the so-called "*grey list*", i.e., the set of clauses presumed to be unfair unless proven otherwise. For the purposes relevant here, particular importance attach to clauses that: exclude or limit the professional's liability in cases of total or partial non-performance (letter (b)); impose limitations on the consumer's ability to raise defences, reverse the burden of proof, or establish especially onerous forfeiture terms (letter (t)); allow unilateral modifications of the contractual conditions (letter (m)); or establish a forum selection clause different from the consumer's place of residence (letter (u)). Such clauses may be considered valid only if the professional demonstrates that they were the subject of a specific individual negotiation (art. 34(4)–(5)). By contrast, any clause falling within the "*black list*" under art. 36(2) is always null, even if individually negotiated. The remainder of art. 36 confirms that all unfair clauses are null, regardless of formal acceptance, and that nullity applies exclusively in favour of the consumer. Proper drafting and acceptance of liability-limiting clauses therefore requires a dual check: formal transparency and substantive fairness. Any ambiguous or excessively one-sided provision may be disregarded by the court, even *ex officio*.

[15] Technically speaking, the relationship is a complex or mixed contract, in which elements typical of mandate, deposit, and contract for services (and, at times, of appalto) coexist, along with transport/shipping agreements entered into by the dealer with third-party carriers. According to the prevailing approach, the applicable rules follow the criterion of the so-called "economic–individual function": the interpreter must identify the concrete cause of the contract – i.e., the main configuration of interests pursued by the parties – and apply the regulatory framework that best fulfills that primary function. Where no single function prevails – as is typically the case in dealer services, where mandate, custody, and technical operations are intertwined and mutually dependent – art. 1322(2) c.c. allows for a systematic combination of rules drawn from the relevant contract categories. The result is a coordinated application of the rules on contractual liability (arts. 1218 and 1176 c.c.), liability for auxiliaries (art. 1228 c.c.), duties of good faith and protection of the mandator's interests (art. 1710 c.c.), as well as the rules on deposit and on transport, all of which contribute to defining the dealer's duties of protection, organization, and custody.

[16] As noted earlier, in all such situations the applicable regime remains contractual liability under arts. 1218 and 1176 c.c. The dual structure of the relationship (management and custody; potential technical intervention) does not create separate responsible parties but requires an assessment, case by case, of the area of imputability of each phase. The burden of proof follows the general rule: the client need only allege the breach – whether in the form of loss, damage, mis-shipment, or failure to perform – while the dealer must prove that he exercised the required professional diligence or that the event was due to a cause not attributable to him.

[17] Art. 1228 c.c. protects the client's reliance interest: the risk inherent in the dealer's organizational structure falls on the professional who offers the service as a coordinated whole. The dealer may, of course, bring an internal action for recourse against the collaborator responsible for the damage, but externally, liability toward the client remains unitary and attributed to the dealer as the holder of the primary contractual obligation.

[18] Value declaration is essential for activating insurance coverage in typical shipping services, especially international ones. Major carriers (UPS, DHL, FedEx) limit indemnity to minimal amounts when value is not declared. For collectible cards, whose market value varies significantly between raw value, graded value, and market comps, accurate value declaration is crucial both for insurance and for dealer liability under arts. 1218 and 1176 c.c. Courts admit evidence such as last-sold prices, recent auction results, platform sales data, certified operator price histories, or graded-value differentials. A distinction must be drawn between carrier-provided shipment insurance and the dealer's professional liability insurance (e.g., fine art or collectibles policies).

[19] Liability remains governed by arts. 1218 and 1176 c.c. The carrier's liability cannot be invoked exclusively where the dealer used inadequate packaging, made documentation errors, or omitted the value declaration required for insurance. Examples include: shipping via a service different from what the client requested (e.g., bulk instead of express, causing delay); failure to select essential options (signature authentication, error-card declaration, crossover or review services); misdescription of the card or set, leading to incorrect grading labels; failure to transmit the client's specific instructions (e.g., minimum grade requirements); omission of information regarding grading-company policies on reviews or contests. In all such cases, the dealer must possess adequate knowledge of grading procedures and translate it into diligent operational conduct.

[20] The scrutiny becomes stricter when the client is a consumer. As observed regarding restorers, art. 33 of the Consumer Code considers unfair those clauses that significantly limit the professional's liability, unless individually negotiated. Clauses excluding all dealer liability for events during shipment, conditioned solely on the client's purchasing extra insurance, are likely invalid, particularly where they purport to extend to gross negligence or breaches of custody, coordination, or diligence obligations, which remain incumbent on the dealer even when relying on third-party carriers.

[21] As discussed, this qualification is not merely descriptive: from it derive the applicable standards of diligence (art. 1176(2) c.c.), the regime of non-performance (arts. 1218 ff. c.c.), the rules governing defects in the work (art. 2226 c.c. and, where applicable, arts. 1667 ff. c.c.), pre-contractual information and good-faith duties (art. 1337 c.c.), as well as liability for the acts of auxiliaries (art. 1228 c.c.) and, where relevant, of the carrier (art. 1693 c.c.).

[22] The expansion of the TCG market confirms the "hybrid" nature of the good – both artistic and financial/speculative – already highlighted at the beginning of this paper. According to the latest Polaris Market Research report ("Trading Card Games Market Size, Share & Trends Analysis Report"), "*global demand and market value for Trading Card Games. amounted to approximately USD 13.01 billion in 2024 and is expected to reach USD 14.12 billion in 2025, rising to approximately USD 21.05 billion by 2034, with a compound annual growth rate (CAGR) of around 5.24% for the 2025–2034 forecast period*".