

## **TERMS AND CONDITIONS OF SALE**

1. All items are offered for sale as is, where is and no special warranty or guarantee is made or implied as to condition, authenticity or era of any described item. All items are offered for sale to the highest bidder and the bidders must establish to their own satisfaction the authenticity and condition before bidding. All sales are final, no refunds, no exceptions.
2. All items offered for sale in this auction will be offered for sale by auction only and there are no presales.
3. Arizona Sales Tax is payable by all buyers liable to tax. All Dealers must provide a valid resale number upon registration and fill out Arizona Resale Card prior to bidding for Tax Exempt Status.
4. All bids are per number in the catalog and all items will be sold in numerical order only. The right is reserved to withdraw any item or lot prior to sale. Absolutely no lots will be broken.
5. The highest bidder will prevail. The Auctioneer will regulate the bidding and reserves the right to refuse any bid not believed to be in good faith. Should any disputes arise between bidders the decision of the Auctioneer in the exercise of judgement as to the successful bidder will be final. Additionally the Auctioneer may re-offer or resell any lot in dispute.
6. Auction sales are strictly for cash, cashier's check or personal check with prior approval, American Express, Visa, Master Card, Discover Card, ATM or Debit Card. All Sales are final at the fall of the Auctioneer's gavel. A 12% Buyers Premium will be charged on all sales.
7. The Auctioneer or Auction House assumes no responsibility for errors in the catalog, advertising or on the part of the bidder.
8. *All items purchased by the successful bidder must be paid for on the day of sale unless previous arrangements are made prior to the sale. Purchases not paid within 14 days of final sale date will be charged a 5% Late Charge, all accounts past due will accrue interest at the rate of 1.5% per month on the unpaid balance and compounded monthly. Items purchased must be removed on the day of sale unless other arrangements have been made. Storage will be provided at no charge for 14 days following the sale date and then at a rate of \$5.00 per item per day unless prior arrangements have been made. Shipping is the responsibility of the Buyer and the Buyer must make all Shipping or Delivery arrangements on large items.* Smalls will be packed and shipped by us at the buyer's expense and all rates will be quoted prior to creating & shipping. We do not charge other than exact cost for smalls creating and shipping. Shipping insurance is the responsibility of the Buyer.
9. All items for sale at auction are offered "AS IS" and the AUCTIONEER OR AUCTION HOUSE ASSUMES NO LIABILITY FOR BREAKAGE OR DAMAGE AFTER THE FALL OF THE GAVEL. THE ACCEPTANCE OF A BID BY THE AUCTIONEER CONSTITUTES A LEGAL AND BINDING CONTRACT WITH THE BUYER AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF SALE UNDER ARIZONA STATE LAW.
10. All Post 1898 firearms are registrable and must be registered in compliance with both Arizona and Federal Laws. Buyers of Post 1898 firearms must complete all necessary registration forms at Auction Productions Ltd. 3525 South Hwy 69 Humboldt, Arizona, Phone 928-632-8000. Arizona Dealers must have in their possession on day of sale signed copies of their Federal Firearms License in order to accept same day delivery of modern weapons. Shipping for Out of State Buyers must be arranged through the Auction Company and must be shipped to a valid holder of a Federal Firearms License on all modern weapons. Cost of shipping and packing will be at the expense of the buyer.
11. No Guarantee as to the operation or firing condition of any weapon offered for sale is made by the Auctioneer or The Auction Company. It is recommended that all weapons bought at auction be checked out by a competent gunsmith prior to attempting to fire them.
12. Consignors are not allowed to bid on their own merchandise nor have any agent bid on their behalf. If the Auctioneer recognizes such bidding or is advised of the same he may withdraw any or all lots consigned by the offender and will publicly recognize that consignor.
13. Auctioneer/Auction House is "**NOT RESPONSIBLE FOR ACCIDENTS**".

The following bidding increments will be used at the Auctioneer's discretion:

\$0 to \$50	By \$5's
\$50 to \$100	By \$10's
\$100 to \$500	By \$25's
\$500 to \$1000	By \$50's
\$1000 to \$2500	By \$100's
\$2500 to \$5000	By \$250's
\$5000 to \$10,000	By \$500's
\$10,000 and up	By \$1000's or other multiples as appropriate.