FURROW AUCTION COMPANY

1022 Elm Street ~ Knoxville, Tenn. 37921 ~ 1-800-4FURROW ~ License # 62

GENERAL TERMS AND CONDITIONS OF SALE – ATLANTA BREAD COMPANY – 1-21-2010

ORDER OF SALE:

ITEMS WILL BE SOLD IN NUMERICAL ORDER. IT WILL BE AT THE OPTION OF THE AUCTIONEER TO SELL ITEMS OUT OF SEQUENCE OR TO DIVIDE OR CONSOLIDATE LOTS.

REGISTRATION:

BY REGISTERING AS A BIDDER AND/OR PARTICIPATING AS A BIDDER AT THE AUCTION SALE, EACH BIDDER IS BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN AND OTHERWISE ANNOUNCED AT THE TIME AND PLACE OF THE AUCTION SALE AND AGREES THAT SUCH TERMS AND CONDTIIONS ARE BINDING ON THE BIDDER WHETHER OR NOT THE BIDDER WAS PRESENT AND/OR HEARD SUCH ANNOUNCEMENTS. THE BIDDER AGREES THAT THE AUCTIONEER IS IN CONTROL OF THE CONDUCT OF THE AUCTION SALE AND HAS THE RIGHT TO ACCEPT OR REJECT ANY BID BY ANY BIDDER AT THE AUCTION SALE IN THE SOLE DISCRETION OF THE AUCTIONEER AS TO WHETHER OR NOT ANY BID IS INN CONFORMITY WITH THE TERMS AND CONDITIONS OF THE SALE AS ADVERTISED AND ANNOUNCED PRIOR TO SALE. FURTHER, AUCTIONEER MAY REFUSE TO ACCEPT A BID WHENEVER IN HIS SOLE DISCRETION IT IS NOT MADE IN GOOD FAITH OR WHENEVER THE BIDDER APPEARS TO BE ADVERSELY

AFFECTED BY SOME INCAPACITY OR INFLUENCE AT THE TIME OF SALE. ALL PERSONS MUST BE REGISTERED TO BID AND ALL WILL BE IDENTIFIED BY NUMBER TO FACILITATE THE SPEED OF THE AUCTION.

TIE BIDS

AUCTIONEER WILL RULE IN CASE OF "TIE" BID. IN THE EVENT OF A TIE BID OR ANY UNCERTAINTY AS TO WHICH BIDDER PLACED OR OFFERED THE LAST AND HIGHEST BID AT ANY SALE, THE AUCTIONIEER HAS A RIGHT TO RESOLVE ANY SUCH ISSUE AT THE TIME OF SALE BY ACCEPTING THE BID THAT THE AUCTIONEER BELIEVES IN GOOD FAITH WAS THE LAST, HIGHEST, AND BEST BID, OR THE AUCTIONEER MAY REOPEN THE BIDDING, AT HIS SOLE DISCRETION AND OPTION, AND SUCH DECISION SHALL BE FINAL AND BINDING ON ANY AFFECTED PARTY OR BIDDER.

SALES TAX:

SALES TAX WILL NOT BE COLLECTED TODAY.

REMOVAL:

SELLER AND AUCTIONEER ASSUME NO RESPONSIBILITY FOR ITEMS LEFT ON SALE SITE AT SALE'S CONCLUSION. BUYER IS URGED TO REMOVE ITEMS AS SOON AS POSSIBLE OR TO SELF INSURE FOR POTENTIAL LOSS. REMOVAL WILL BE UNTIL 4:00 PM TODAY OR ONE HOUR FOLLOWING SALE, WHICHEVER IS LATER. REMOVAL – Friday 1-22 AND Saturday 1-23, 8-4 PM - ALL ITEMS MUST BE REMOVED BY THIS TIME

NOTICE TO INSPECT:

AUCTIONEER PRESENTS ALL INFORMATION IN BROCHURES, CATALOGS, AND OTHER ADVERTISEMENTS FROM SOURCES BELIEVES TO BE ACCURATE. THESE ARE NOT REPRESENTATIONS OF THE AUCTIONEER. THEREFORE, PROSPECTIVE BUYERS ARE URGED TO INSPECT THE ITEMS TO THEIR OWN SATISFACTION. ALL ITEMS ARE AVAILABLE FOR PUBLIC INSPECTION AND THE FOREGOING ARE MERELY GUIDES. ANY CONDITION SET FORTH ON ANY ITEM IS IN NO WAY A WARRANTY OR GUARANTEE – ACTUAL OR IMPLIED.

TERMS:

A 10% BUYER'S PREMIUM WILL BE COLLECTED, AN ADDITIONAL 3.5% BUYER'S PREMIUM FOR ONLINE BIDDERS. PAYMENT MUST BE IN FULL SALE DAY BY CASH (US FUNDS); WIRE TRANSFER; CASHIER'S CHECK; PERSONAL OR COMPANY CHECK IF ACCOMPANIED BY A BANK LETTER OF GUARANTY FOR ON-SITE BUYERS. AFTER AN ITEM HAS BEEN SOLD, IT BECOMES THE SOLE RESPONSIBILITY OF THE PURCHASER. NO ITEMS ARE TO BE REMOVED UNTIL COMPLETE SETTLEMENT HAS BEEN MADE. SETTLEMENT CAN BE MADE AT ANY TIME DURING THE SALE. HOWEVER, SETTLEMENT MUST BE MADE TODAY. THE INVOICE AND A PAID ITEM RECEIPT WILL BE SUPPLIED TO THE PURCHASER AT THE TIME OF SETTLEMENT. THE PAID RECEIPT AND ITEM TICKET WILL BE REQUIRED IN ORDER TO REMOVE ITEMS FROM THE SITE. PLEASE MAKE CHECKS PAYABLE TO FURROW AUCTION COMPANY. "ALL SALES ARE FINAL".

ONLINE BIDDING TERMS:

AS-IS, WHERE IS WITH NO WARRANTIES IMPLIED OR EXPRESSED. NO ALLOWANCE REFUND OR SET ASIDE

WILL BE MADE ON ACCOUNT OF ANY INCORRECTNESS, ERROR IN CATALOGING, IMPERFECTION, DEFECT OR DAMAGE BY SELLER OR ITS AGENT FURROW AUCTION COMPANY. ANY DESCRIPTIONS OR REPRESENTATIONS ARE FOR IDENTIFICATION PURPOSES ONLY AND ARE NOT TO BE CONSTRUED AS A WARRANTY OF ANY TYPE. IT IS THE RESPONSIBILITY OF BUYER TO HAVE INSPECTED THOROUGHLY THE ITEMS AND TO HAVE SATISFIED HIMSELF OR HERSELF AS TO ITS CONDITION AND VALUE. THEY SHOULD THEN BID BASED ON THAT JUDGMENT SOLELY. IN OTHER WORDS "BUYER BEWARE"

ALL PROPERTY IS SOLD "AS IS", AND ALL SALES ARE FINAL. PROPERTY IS OPEN TO THOROUGH PUBLIC INSPECTION. IT IS THE BIDDER'S RESPONSIBILITY TO DETERMINE CONDITION, AGE, GENUINENESS, VALUE OR ANY OTHER DETERMINATIVE FACTOR. FURROW AUCTION COMPANY MAY ATTEMPT TO DESCRIBE THE MERCHANDISE IN ADVERTISING, ON THE INTERNET AND AT THE AUCTION BUT MAKES NO REPRESENTATIONS. IN NO EVENT SHALL FURROW AUCTION COMPANY BE HELD RESPONSIBLE FOR HAVING MADE OR IMPLIED ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BIDDER SHALL BE THE SOLE JUDGE OF VALUE.

BIDDERS WHO BID FROM OFF SITE AND ARE NOT PRESENT AT THE LIVE AUCTION OR PREVIEW UNDERSTAND AND ACKNOWLEDGE THAT THEY MAY NOT BE ABLE TO INSPECT AN ITEM AS WELL AS IF THEY EXAMINED IT IN PERSON. IT IS THE BIDDER'S RESPONSIBILITY TO DETERMINE CONDITION, AGE, GENUINENESS, VALUE OR ANY OTHER DETERMINATIVE FACTOR. FURROW AUCTION COMPANY SHALL ENDEAVOR TO DESCRIBE IN DETAIL EACH ITEM AND ANY PERTINENT INFORMATION ABOUT IT.FURROW AUCTION COMPANY WILL NOT BE

RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE DESCRIPTION OF THE MERCHANDISE UNLESS IT IS A MATERIAL AND INTENTIONAL MISREPRESENTATION OF THE ITEM ITSELF. BIDDER AGREES THAT EVERYTHING IS SOLD "AS IS" AND THAT THEY MAY NOT RETURN ANY ITEM THEY PURCHASE.

FURROW AUCTION COMPANY IS PROVIDING INTERNET PRE-AUCTION AND LIVE BIDDING AS A SERVICE TO BIDDER. BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THIS SERVICE MAY OR MAY NOT FUNCTION CORRECTLY THE DAY OF THE AUCTION. UNDER NO CIRCUMSTANCES SHALL BIDDER HAVE ANY KIND OF CLAIM AGAINST FURROW AUCTION COMPANY OR ANYONE ELSE IF THE INTERNET SERVICE FAILS TO WORK CORRECTLY BEFORE OR DURING THE LIVE AUCTION. FURROW AUCTION COPANY WILL NOT BE RESPONSIBLE FOR ANY MISSED BIDS FROM ANY SOURCE. INTERNET BIDDER WHO DESIRE TO MAKE CERTAIN THEIR BID IS ACKNOWLEDGE SHOULD USE THE PROXY-BIDDING FEATURE AND LEAVE THEIR MAXIMUM BID 24 HOURS BEFORE THE AUCTION BEGINS. FURROW AUCTION COMPANY RESERVES THE RIGHT TO WITHDRAW OR RE-CATALOG ITEMS IN THIS AUCTION.

SAFETY DEVICES:

ARTICLES PURCHASED MAY NOT INCORPORATE APPROVED ACTIVATING MECHANISMS, OPERATING SAFETY DEVICES, OR SAFETY GUARDS AS REQUIRED BY LAW. IT IS PURCHASER'S RESPONSIBILITY THAT ARTICLES PURCHASED BE SO EQUIPPED AND SAFEGUARDED TO MEET OSHA AND ANY OTHER REQUIREMENTS BEFORE PLACING SUCH ARTICLES INTO OPERATION.

WARRANTIES:

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER AS TO TITLE TO THE VEHICLE(S) EXPRESSLY SET FORTH IN THIS BILL OF SALE, BUYER AGREES THE VEHICLE(S) SHALL BE SOLD TO BUYER BY SELLER "AS IS, WHERE IS" WITHOUT ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, AND SELLER SHALL NOT BY VIRTUE OF HAVING SOLD THE VEHICLES(S) HEREWITH, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OPERABILITY, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE VEHICLE(S) - ALL OF WHICH ARE EXPRESSLY DISCLAIMED. SELLER SHALL NOT BE LIABLE IN CONTRACT, TORT, OR OTHERWISE (INCLUDING STRICT LIABILITY) DUE TO OF ANY MANUFACTURER'S DEFECT OR OTHER DEFECT, WHETHER HIDDEN, LATENT, OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY VEHICLR(S). BUYER ACKNOWLEDGES THAT SELLER DID NOT SELECT, MANUFACTURE,OR SUPPLY THE VEHICLE(S) AND THAT BUYER HAS MADE THE SELECTION OF THE VEHICL(S) BASED UPON ITS OWN JUDGEMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENT MADE BY SELLER OR ITS AGENTS.

RECOMMENDED RIGGERS/HAULERS

BUYERS ARE RESPONSIBLE FOR ALL REMOVAL COSTS. PACKAGE MANAGER IS AVAILABLE FOR SHIPPING AT 865-

584-3000. RIGGERS AND ANYONE USING SPECIALIZED REMOVAL EQUIPMENT MUST PROVIDE A CERTIFICATE OF INSURANCE WITH $1 MILLION TOTAL LIABILITY NAMING FURROW AUCTION COMPANY AND ATLANTA BREAD COMPANY AS LOSS PAYEE. QUALIFIED AND INSURED RIGGERS MUST DO REMOVAL OF ITEMS THAT WOULD AFFECT THE REAL ESTATE. ANY DAMAGE DONE TO THE PROPERTYWILL BE THE RESPONSIBILITY OF THE RIGGERS. RIGGING AND REMOVAL IS THE RESPONSIBILITY OF THE BUYER. SMALL CARRYOUT ITEMS SHOULD BE REMOVED IMMEDIATELY AFTER THE AUCTION OR THE DAY AFTER THE AUCTION. ANYONE, EITHER A BUYER OR RIGGER, WHO USES A POWERED VEHICLE TO REMOVE ANYTHING FROM THE AUCTION SITE, WILL NEED A CERTIFICATE OF INSURANCE. ALL REMOVAL ACTIVITY MUST BE IN ACCORDANCE WITH OSHA GUIDELINES AND STANDARDS. REMOVAL MAY BEGIN WHEN THE AUCTION HAS BEEN COMPLETED AND PAYMENT IN FULL HAS BEEN MADE.

OUR STAFF :

SAM FURROW - OWNER/AUCTIONEER
BETTY LAY - PRESIDENT/AUCTIONEER
BLAKE WILSON - VP INDUSTRIAL DIVISION, AUCTIONEER
ROBBIE FRANKLIN - SENIOR APPRAISER, AUCTIONEER
WIL WAUGH - AUCTIONEER/PROJECT MGR
BRAD LECOULTRE – PROJECT MANAGER

PLEASE CALL OUR TOLLFREE LINE FOR UPDATES TO OUR CURRENT AUCTION SCHEDULE 800 4FURROW (438-7769). OUR FAX NUMBER IS 865 525-4179.

YOU CAN ALSO REACH US AT OUR EMAIL ADDRESS: FURROW@FURROW.COM
AND VISIT OUR WEBSITE: WWW.FURROW.COM TO VIEW UPCOMING AUCTIONS.