

DISCLAIMER, NOTICE TO INSPECT, “AS IS, WHERE IS, WITH ALL FAULTS”

Auctioneer and Seller present all information in brochures, catalogs, and other advertisements from sources believed to be accurate. Prospective Bidders should inspect ALL ITEMS to their own satisfaction. ALL ITEMS are available for public inspection and the foregoing are merely guides. ALL ITEMS are being sold AS IS-WHERE IS-WITH ALL FAULTS with no warranty or guarantee, actual or implied, including fitness for a particular purpose. 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 any given item as well as if they examined it in person. It is the Bidder's responsibility to determine condition, age, genuineness, value, functionality, or any other determinative factor. Furrow Auction Company and Seller 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. Bidders agree that everything is sold AS IS; that they have had full and adequate opportunity to inspect each item on which they bid, including each item for which any Bidder is successful; and that they may not return any item they purchase.

Each successful Bidder agrees to hold Furrow Auction Company, as well as Sellers harmless from any claim, injury, malfunction, or liability arising out of or in any way related to any item purchased, regardless of the basis for any such claim, injury, malfunction, or liability.

DISCLOSURE ON FIREARMS

No firearm has been tested or inspected for firing, condition, or functionality, and no representation is made as to the condition or functionality of any firearm. Before use, including firing, it is the successful BIDDER'S responsibility to have firearms inspected to the successful Bidder's satisfaction, by a gunsmith or other appropriate professional who is knowledgeable about firearms. Successful Bidders agree to hold Furrow Auction Company, as well as the Seller's, harmless from any claim, injury, malfunction, or liability

Firearms: Out of State Purchases: ALL will be shipped to an FFL DEALER ONLY!!! (NO C&R dealers) Including ALL BLACK POWDER!! NO Exceptions!!! NO SALES to CALIFORNIA or HAWAII!!! Items not transferred by end of check out date of Friday, September 3rd, 2021 are subject to be resold at buyers expense, without notice. It is YOUR responsibility to know YOUR state laws, BEFORE bidding!!!

Ammo: NO SALES TO ALASKA, CALIFORNIA, HAWAII, ILLINOIS, MASSACHUSETTS, NEW JERSEY, OR NEW YORK. It is YOUR responsibility to know YOUR state laws, BEFORE bidding!!!
MUST BE 21 YEARS OLD - ID REQUIRED FOR BOTH ONSITE & ONLINE BIDDING

In State Purchases: ALL firearms are subject to TBI background checks, (regardless of age).

Must have a valid Drivers License with a Photo. Address must match Drivers License. Please check our website under gun rules for more details.

Do not bid, IF you think you may get denied a background check, IF you get denied, the items will be resold at YOUR expense! NO Refunds!

We reserve the right to refuse the sell of firearms, to anyone we deem necessary, for any reason.

AUCTION TERMS AND CONDITIONS - NEW 2021 TERMS PLEASE READ: If you want to bid on this live and online auction, you will first need to read these Terms and Conditions. By placing a bid, you agree that you have read and understand the Terms and Conditions and understand the terms are binding on both you and on the Auctioneer, and all parties will be expected to abide by the Terms and Conditions if any issues arise in connection with this sale. IF YOU DO NOT PICK UP YOUR ITEMS WITH-IN THE ALLOTTED REMOVAL TIME YOU FORFEIT YOUR ITEMS.

Terms: Payment in full day of sale, 10% buyer's premium onsite or 13% buyer's premium online and 3% on credit cards and sales tax (if applicable) will be added to final bid to establish total contract sales price. All items are SOLD "AS IS, WHERE IS and WITH ALL FAULTS". All Sales are Final, NO Refunds! You, the bidder agrees not to stop payment on checks, disallow a bank draft, credit card and or any type payment and will be fully responsible for any expenses due to collection of any type payment.

Internet Bidding: Furrow Auction Company will be held harmless, if the internet service fails to function properly or correctly, power outages, computer or internet complication's, before, during or after the auction. Bidding may extend, if bids are placed within the last minute, to prevent bid sniping. Furrow Auction Company will not be responsible for any missed bids from any source and we reserve the right to withdraw, rearrange lots, without notice, at the auctioneer's sole discretion. Online bidders: You will receive an email from us, if you are the actual winner of the item. In the event of a tie bid between internet bidder and floor bidder, the tie will always be awarded to the floor bidder. ANY item(s) left after the closing pick up time will be sold WITHOUT NOTICE!!! Furrow Auction Company reserves the right to revoke any bidder's rights to bid at any auctions facilitated by Furrow Auction Company. Furrow Auction Company reserves the right to change the TERMS AND CONDITIONS, add or delete without notice. All sales will be recorded by audio and/or in writing. The record of the number of the bidder, the bid, and amount thereof shall be prima facie evidence of the circumstances of the sale, and all disagreements will be resolved with this record.

Sales tax may apply to your purchase please check with auction company to verify.

1. **Registration:** To gain access to this auction, you will need to register and create a user name and password. You must be eighteen years old or older to register. You agree that all information that you provide during the registration process will be true and accurate. You will be banned from participation in the Auctioneer's auctions indefinitely should you provide any false information during the registration process.

2. **Conduct of Sale:** All bids, and credits in this sale will be made in United States Dollars. You agree not to use any hardware, software, program, or system that would interfere with the orderly conduct of this sale. You further agree not to copy, reproduce, or publicly display any content from the Auctioneer's website without first obtaining written permission from the Auctioneer.

3. **Bidder's Duty to Investigate:** You are bidding based on the description and photos provided. Carefully inspect the description and photos for condition and finish. If you are not certain of the condition, completeness or suitability of a given item, please bid accordingly

a. **Photographs and Descriptions:** The Auctioneer regularly posts item descriptions and photographs to aid bidders in the bidding process, and we make every effort to ensure that the descriptions and photographs that we post accurately represent the items being offered for sale. In some photographs, multiple items may appear to be joined as a single unit, however you should not assume that a lot consists of more than one item simply because various items appear connected or are featured in the same photograph. Also understand that, on occasion, the wrong photograph may be displayed for a given item. At all times, you are bidding on items as they are described on this website, not as they appear in any photograph.

b. **Bid Wisely:** We want everyone to be pleased with their purchases. When you bid on the wrong item or decide an item is not suited for your intended use, our clients will not assume the cost of your mistakes. You agree that your failure to become fully informed about the items offered for sale in this auction will not be grounds for a refusal to pay amounts due to the Auctioneer nor for any claim against the Auctioneer.

4. **WARRANTY AND CONDITION OF ITEMS SOLD:** all lots and items are sold as is, where is, with all faults, and with no express or implied warranties. No action taken by the auctioneer or its agents is intended to create any express or implied warranty as to any lot or item in this sale. The auctioneer specifically disclaims any express or implied warranties including, but not limited to, any warranty of merchantability, fitness for a particular use, conformity with environmental laws or requirements, non-infringement, accuracy, title, or any other warranty. It is believed that all descriptions are accurate descriptions are not guaranteed.

5. **Reporting Bidding Errors:** You should carefully review every bid you choose to make before submitting that bid. The Auctioneer will not automatically assume that any bid, even a bid that increases your own lower bid, was made in error.

6. Changes in Circumstance: All aspects of this auction are subject to change without notice. The Auctioneer reserves the right to, at any time: (1) add or remove items from the auction, (2) split or combine lots, (3) cancel, suspend, extend or reschedule the sale of an individual item, lot, auction, and/or auction event, (4) make changes to the auction's closing, inspection, or removal times, or (5) take any other action the Auctioneer deems necessary to effect the fair conduct of this sale or protection of buyers', sellers', or other parties' interests.

7. Winning Bids: If you place a bid in this sale, and your bid is determined to be the winning bid, you become obligated to pay for the item(s) that you have won at the price you gave as your bid.

a. Notification: If you end up placing one or more winning bids in this auction, the Auctioneer will contact you by the e-mail you registered with to let you know which items you have won. This e-mail notification will be the only contact you receive from the Auctioneer about your winning bids; this means that you are responsible for entering a correct mail and for checking your e-mail following the close of the auction to determine what items you have won. If you do not receive an e-mail identifying you as a winning bidder, check your junk or spam list to see if it is there. If you do not receive an e-mail identifying you as a winning bidder it is because the Auctioneer has no record of your having placed a winning bid.

b. Bid Inquiries: If you believe that you placed a winning bid, but do not receive an e-mail, you must notify the Auctioneer 1-865-546-3206 explaining your situation by 9:00am on August 30th, 2021. You agree that the Auctioneer will be the sole authority regarding the identification of winning bids.

8. Payment: Will be due no later than 12:00pm on Monday, August 30th, 2021.

9. Buyer's Premium: 10% buyer's premium onsite or 13% buyer's premium online buyer's premium is added to every purchase. Credit card purchases will incur an additional 3%.

10. Picking Up Your Items: You are solely responsible for the safe removal of any items you may win at this auction during the posted pick up dates and times. If you are unable to safely pick up and remove your items during the item pick up times that have been scheduled for this sale, PLEASE DO NOT BID. Unless stated otherwise the Auctioneer does neither ship, nor does the Auctioneer hold items beyond the published removal times. The Auctioneer will not issue you a refund if you are unable to pick up and safely remove your items during the published removal times.

a. Bidder's Duty to Remove Items Safely: Again, you are solely responsible for the safe pick-up, removal, and transportation of your items. You agree that the pick-

up, removal, and transportation of your items will be solely at your expense and at your risk. You further agree that you will be responsible for any damage that you or any of your agents cause during any inspection or removal period.

b. Release Upon Presentation of Receipt: You understand and agree that the Auctioneer will release your items only after you or your agent presents a sales receipt generated by the Auctioneer stating that your account is paid in full. You further understand and agree that it is your duty to ensure that any agent picking up items on your behalf has a copy of your paid sales receipt to present at the pick-up location. You explicitly authorize the Auctioneer to release your items to any person in possession of your paid sales receipt. No item will be released to any person unless that person presents a paid sales receipt listing the item in question.

c. Abandonment: You understand and agree that any item that you do not pick up during the published pick up times will be considered abandoned.

11. Disposal of Unclaimed Items: In the event you refuse to pay for or abandon any item that you win at auction, the Auctioneer will have the option of reselling, removing, storing, or disposing of the unpaid or abandoned item. You understand and agree that you will be personally responsible for all deficiencies including all legal, collection, transportation, and storage expenses associated with your delinquent account and/or abandoned items. In the event of resale.