

## Terms & Conditions of Sale

1. A buyer's premium of 15% (20% for online bidders) of the hammer bid price will be added to the purchase price and is payable by the purchaser as the **total purchase price**. All purchases are subject to state and local sales tax unless the purchaser possesses a valid sales tax exemption number. Exemption numbers from participating states are as per state tax codes. Tax numbers must be registered at the time a bidder number is issued. Signed documentation may be required to qualify for tax exemptions.
  2. All items are sold **as-is** to the highest bidder, and neither we, nor the consignor make any warranties or representations with respect to these items, and neither will be responsible for the correctness of description, genuineness, attribution, provenance, period, culture, age, source, origin, authenticity, or condition of any item sold. All statements, written and oral, are **QUALIFIED STATEMENTS OF OPINION ONLY**. Illustrations in our catalogs, website, and other materials are provided for identification only. Prospective buyers are, in all cases, responsible for determining the physical condition of lots. By placing a bid, either in person, by phone, absentee or via the Internet, you signify that you have examined the items as fully as you desire to or that you have chosen not to examine them. **Merchandise returns will not be accepted for any reason.**
  3. The auctioneer reserves the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the purchaser. If any dispute arises between bidders, the item in dispute shall, at the auctioneer's discretion, either be re-offered for sale or sold as stated. In any event, the auctioneer's decision will be final. If any dispute arises after the sale, our sales records shall be conclusive in all respects. Title will pass to the highest bidder when the auctioneer says, "**SOLD**", and thereafter the property is at the purchaser's sole risk and responsibility.
  4. Very few items in this sale are offered subject to a reserve. This is a confidential minimum price agreed upon by the consignor and Allard Auctions, Inc., below which the item will not be sold. The reserve may be executed by bidding from the auctioneer, his assistant, or the owner.
  5. All written and phone-in absentee bids will be executed by the auctioneer's assistant or the auctioneer himself, by use of a raised hand at the podium. Additionally, the representative(s) of the online bidding company, on behalf of pre-registered, online absentee bidders, will execute those bids live from the auction floor in the same manner. In the event of multiple absentee bids on an item, bidding on the floor must, and will, start at a figure no higher than the highest absentee bid, and no lower than the second highest absentee bid. Also, if any two or more absentee bids on a single item are tied, the first one received will be the one acknowledged and recorded.
  6. Allard Auctions, Inc. reserves the right to withdraw any property before or during the sale, and has no liability whatsoever for the withdrawal of property. The local Federal Fish and Wildlife Dept. has been notified, and any items found to be illegal to sell because of feathers, attachments, or any other reason, will be pulled from the auction and not offered for sale.
  7. By submitting any bid, whether in person, in writing, or any other means, the buyer acknowledges and accepts these terms and conditions.
  8. We occasionally offer for sale firearms that do not fit within the range of Antiques as defined by the ATF. In such cases, the purchaser will be required to complete ATF Form 4473 and be cleared through the NICS system prior to the transfer of the firearm. Also, per ATF regulations, the transfer can only be made to a designated FFL holder.
- ### Payment and Pick-up
9. Purchases may be paid for by cash, check, or credit card. Personal checks will be accepted only if credit has been established with Allard Auctions, Inc. or if a bank authorization has been received guaranteeing a personal check. Allard Auctions, Inc. reserves the right to hold merchandise purchased by personal check until the check has cleared. Purchases paid for by Visa, MasterCard, American Express, or Discover must be cleared by telephone, and may take additional time at checkout.
  10. All purchases must be paid for the day of the auction. Allard Auctions, upon request only, may agree to hold and arrange shipping of purchases on a limited basis. This is done solely at the purchaser's risk and expense, and Allard Auctions assumes no responsibility for loss or damage. Any claims or other shipping related issues will be between the shipper and the purchaser. All other merchandise must be removed from the premises the day of the auction without exception.
  11. All items purchased through absentee, phone, and Internet bidding will be paid for in the manner described on the Absentee Bid Form and in the Internet Bidding section found herewith in these Terms and Conditions.
  12. If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to it by law, including without limitation the right to hold the purchaser liable for the total purchase price, Allard Auctions, Inc. at its option may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser or (b) resell the property either privately or at auction without reserve, and the purchaser will be liable for any deficiency and costs, including handling charges, expenses of both sales, the commission on both sales at regular rates, all other charges due hereunder and incidental damages.