

TERMS AND CONDITIONS OF AUCTION – PLEASE READ and REVIEW the Terms & Conditions thoroughly prior to bidding. If you have not read and understand these Terms & Conditions, then DO NOT BID.

Extraordinary Firearms Auction - Sporting, Classic, Hunting & Self Defense Firearms

BY BIDDING ON THIS AUCTION, BUYER EXPRESSLY AGREES TO ALL TERMS & CONDITIONS SET FORTH AND ENTERS INTO A CONTRACTUAL AGREEMENT TO PURCHASE THE ITEM(S) UNDER THE FOLLOWING TERMS AND CONDITIONS:

ONLINE ONLY AUCTION – Bidding ENDS Tuesday – JUNE 23rd, 2020 starting at 7:00 PM Eastern Daylight Time, subject to Extended Bidding based on bidding activity at the closing. A credit card, either Visa or MasterCard is required to register and bid. Nothing will be charged to your credit card UNLESS you default in making payment as required.

EXTEND ALL BIDDING AT CLOSING – Bidding ENDS Tuesday – JUNE 23, 2020 beginning at 7:00 PM Eastern Daylight Time, SUBJECT TO THE “EXTEND ALL BIDDING” Feature based on bidding activity at the closing. PLEASE READ & UNDERSTAND the “Extend All Bidding” Feature which is described in these Terms & Conditions.

PICK-UP DATES: Thursday - June 25 and Friday - June 26, 2020 from 10:00 AM to 5:00 PM each day at the location below. These are the TWO PICK-UP DAYS, PLEASE PLAN ACCORDINGLY.

PICK-UP LOCATION: EAST 70 Pawn, Inc., 3317 US Hwy 70 E., New Bern, North Carolina 28560, (phone 252-633-1129) subject to State and Local Regulations for handguns, rifles with high capacity magazine, and high capacity magazines themselves relevant to the State and Locality of the Bidder’s residence, and as stated below. Payment for purchases may be made at pick-up on the above designated dates and times. **If you will be paying for purchases when you pick-up, please arrange to do so on these two above dates. THESE ARE THE ONLY TWO DAYS THAT OUR AGENTS WILL BE AT EAST 70 PAWN.** Otherwise, we will need to ship your items to a FFL Dealer unless other arrangements are made with Auction Company. See SHIPPING TERMS Below.

NOTE: Items MUST ABSOLUTELY BE PICKED UP or complete shipping arrangements made by July 10, 2020 or the items will be considered abandoned.

1. CATALOG: House Auction Company has put forth every effort in preparing this auction catalog to provide accurate descriptions of all items. However, all items are sold AS IS, WHERE IS with all faults, imperfections, and errors of description. Descriptions of items are believed to be correct and are provided in good faith, but are matters of opinion and not guaranteed. All purchases are considered verified by the purchaser as

to grade, authenticity, quality and condition. The Buyer shall rely SOLELY on his/her own judgment in any purchase. House Auction Company makes no representations or warranties, expressed or implied, concerning the items being sold. All Sales Are Final. No refunds or exchanges. THERE ARE MULTIPLE PHOTOGRAPHS OF EVERY ITEM. PLEASE VIEW ALL PHOTOS CAREFULLY.

2. INSPECTIONS & REGISTRATION: All information contained herein is deemed to be from reliable sources. However, neither the Auctioneer nor the Seller guarantees this information to be correct. It is the bidder's responsibility to conduct any inspections prior to the auction to determine the condition of any item and the feasibility of the bidder's intended use. By bidding, you, the Bidder/Buyer certify that you have closely examined the item(s), have arranged for an independent agent to examine the item(s) for you, or waived your right to inspect the item(s) and further agree to abide by the Terms and Conditions as set forth herein. Please review thoroughly ALL photographs & information of all items you are bidding on – click on the feature photo and navigate the photo file for each Lot in the Catalog to review the multiple photos of each item. The Auctioneer represents the Seller in this transaction. All announcements made by the Auctioneer during the auction shall take precedence over all other information. We reserve the right to add or delete. A credit card, either Visa or MasterCard is required to register & bid.

3. TERMS & PAYMENTS: 10% Buyers Premium applies for payment by Cash, guaranteed personal check with proper ID, certified bank funds, or bank wire transfer. 15% Buyers Premium for payment with Visa or MasterCard and 17% when paying with American Express. Buyer pays all Wire Transfer Fees. Auctioneer reserves the right to hold firearms until out of state check has cleared Escrow Account. North Carolina sales tax of 6.75% is required unless proper exemption documents are presented with payment. All Bidders must make payment in full within 72 hours from the close of Auction. If you are mailing personal or cashier check, please advise us by email at team@houseauctioncompany.com. Bidders may pay their Invoice at the scheduled pick-up dates on JUNE 25 or 26, 2020. No items will be released or shipped until payment is made in full. If you have not paid your invoice by 5:00 PM on Monday, June 29, 2020, then you the Buyer, hereby authorize House Auction Company to charge your credit card provided at registration for the full balance of the invoice or partial charges until your invoice is paid in full. If your credit card is declined there will be an additional fee of \$25.00 per attempt to collect invoice balance.

Successful Bidders will be emailed their Invoice on the following day of the auction closing. It is highly recommended that successful Bidders EMAIL us at team@houseauctioncompany.com upon receipt of their invoice to advise if they will be picking up their items or want them shipped, and which method of payment they will be utilizing.

4. CHECK PAYMENTS: Out of State Buyers may pay by cash, certified bank check, U.S. Postal money order, or personal check with a bank letter of guarantee unless PRIOR arrangements have been made with Auctioneer PRIOR to the Auction and confirmed by email. Checks may be processed the day of the auction; be sure to have adequate funds in your account. Each transaction necessary to collect insufficient funds will have a \$50 fee imposed. Shipment of purchases may be held until checks have cleared our escrow account.

5. FIREARMS TERMS & CONDITIONS: All firearms sales are subject to all Federal, State and local Firearms Regulations with respect to the Bidder/Buyer's residence. Purchasers will be required to complete all necessary forms in order to facilitate firearm transfers. ALL Firearms regardless of age/classification will be transferred by EAST 70 Pawn, Inc., 3317 US Hwy 70 E., New Bern, North Carolina 28560, (phone 252-633-1129), a licensed FFL dealer, for an administration / transfer fee of \$25.00 per firearm, EXCEPT for black powder firearms, pellet weapons and firearms CLEARLY manufactured before 1898. Buyer will NOT be charged administrative/ transfer fee for black powder, pellet firearms and firearms clearly manufactured prior to 1898. If there is any question or uncertainty as to the date of manufacture of a firearm in regards to the required FFL transfer, House Auction Company shall have the sole decision authority as to whether a FFL Transfer is required. All firearms picked up at East 70 Pawn will be subject to purchaser's criminal background check for firearms of applicable age & classification. Purchasers with a Federal Firearms License or current North Carolina Concealed Carry Permit are exempt from background checks. Current copies of these documents must be presented at pickup or prior to shipping. All firearms shipped must be shipped to FFL Dealer, unless exempted (black powder & pellet guns). Purchasers will make payment in full, which includes bid price, buyer's premium, sales tax and administration / transfer fees payable in the form of cash, cashier's check, MasterCard, Visa or wire transfer. Purchaser pays all wire transfer fees. Payment is expected within 72 hours of the auctions end.

6. AUCTION ENDING TIMES: EXTEND ALL BIDDING at CLOSING - This Auction features AUTO EXTENDED / EXTEND ALL BIDDING which will become active in the last 5 minutes of the scheduled bidding period. When a bid is placed on ANY Lot within 5 minutes of the Auction Ending time, then the Bidding Period for the ENTIRE Auction will automatically extend for an additional 5 minutes for ALL Lots. This process will continue until there are NO bids are received on ANY of the Lots in the Auction in the final 5 minutes. **House Auction Company reserves the right to reduce and/or adjust the auto extension time period.**

7. "EXTEND ALL BIDDING" FEATURE Example: If the bidding is originally scheduled to end at 7:00 pm, and ANY Lot receives a bid at 6:57 pm, then the bidding period for ALL Lots in Auction will automatically extend to 7:05 pm. Once this begins, anytime a bid is placed on ANY Lot in the Auction with under 5 minutes remaining, an additional 5 minutes is added to the bidding period for ALL Lots in the Auction. House Auction Company reserves the right to reduce and/or adjust the auto extension time period.

8. MAXIMUM BID: When you bid "MY MAX BID" the current bid price doesn't automatically go to your MAX BID. The bidding system will only bid the portion of your MAX BID amount required to place you in the lead. Then another bidder has to bid to increase the current price and the computerized bidding system will automatically bid up to your Maximum Bid in the increments specified.

9. OUTBID NOTIFICATION: Until the auction begins to close, the bidding software will notify bidders by email when they have been outbid. Bidders may also find out if they have been outbid by refreshing the individual Lot information. Due to varying internet connections and speed, sometimes email notifications can be delayed. Registered bidders expressly understand and agree that House Auction Company, MarkNet Alliance and the Seller are not responsible or liable for the failure of any part of the bidding process or internet bidding.

10. AUCTIONEER DISCRETION: House Auction Company has full discretion to modify the date and time, order and details of the auction for any reason, including but not limited to technical issues, emergencies, and convenience of House Auction Company or the Seller. We gather aggregate information from the website, which may include but is not limited to: number of page visitors, most visited pages, and any and all correspondence. House Auction Company has the sole authority to resolve any bidding disputes as they may arise.

11. CONDUCT OF THE AUCTION: Conduct of the auction and increments of bidding are at the direction and sole discretion of House Auction Company. House Auction Company is not responsible for any missed bids either in person or online. House Auction Company reserves the right to remove or cancel the bids and or bidding rights and privileges of any party at any time deemed not to be in the best interest of the seller. Auctioneer also reserves the right to cancel this auction. All items are subject to prior sale or removal from the auction prior to the close of bidding. All decisions of House Auction Company are final.

12. CONTRACTUAL AGREEMENT: By registering and bidding in this auction, the Bidder expressly indicates both an understanding and an acceptance of the Terms and Conditions of the Auction and hereby enters into a Written Contractual Agreement ("Agreement") between Bidder and both House Auction Company and the Seller. By bidding in this auction Bidder expressly agrees to abide by the Terms and Conditions of this Agreement and is prepared to purchase the items bid on under these Terms and Conditions of the Auction.

13. SHIPPING & PICK-UP OF FIREARMS: All firearms not picked up in person must be shipped to a FFL Dealer (excluding black powder firearms & BB guns). Firearms will be shipped priority insured by East 70 Pawn to Buyer's designated FFL Dealer via US Postal Service or UPS, at the discretion of East 70 Pawn. Charges for packaging and shipping will generally not exceed \$45 per long gun and \$35 per handgun, payable to East 70 Pawn in advance of shipment. All shipments must be insured to a minimum of the total purchase price of the

respective item(s), payable by the buyer at the time they arrange shipping. Buyers must contact East 70 Pawn to arrange and pay for shipment and Insurance of Firearms (phone 252-633-1129). Any Bidder desiring to have their firearm(s) shipped to a licensed FFL Dealer must provide East 70 Pawn with written authorization (faxed or emailed) from their designated FFL Dealer which request the transfer and shipment of the specific firearm(s) to the designated FFL Dealer for transfer to the Bidder, along with a current copy of the designated FFL Dealer's Federal Firearms License. **East 70 Pawn FAX: 252-631-5031. East 70 Pawn Email: ffl@east70pawn.com. Firearms not picked up or shipped by June 14, 2019 are subject to a \$10.00 per day storage fee. Black powder firearms and firearms exempt from required FFL transfer may be shipped to buyer's residence, where an adult signature shall be required for delivery.**

14. IMPORTANT PICK-UP NOTE: Buyers may pay their invoice at Pick-Up on the two designated Pick-Up dates, and House Auction Company agents will be on site at East 70 Pawn ONLY on these two designated Pick-Up dates. North Carolina residents who pick up handgun purchases at East 70 Pawn must provide a current Pistol Permit for each handgun or provide their current Concealed Carry Permit, or copy of current FFL. **ALL OUT OF STATE PURCHASES OF HANDGUNS must transfer to a Licensed FFL Dealer located in the Buyer's State of residence.**

NO FIREARMS WILL BE DELIVERED TO BIDDERS NOT COMPLYING WITH THESE REQUIREMENTS.

15. PICK-UP LOCATION: EAST 70 PAWN, 3317 US Hwy 70 E., New Bern, NC 28560, (phone 252-633-1129). If you will be picking up purchases, please arrange to do so on Thursday, June 25 or Friday June 26 from 10:00 AM to 5:00 PM on each day, as these are the ONLY two days House Auction Company agents will be on site to accept your payment. Otherwise, we will need to ship your items unless prior arrangements are made satisfactory to the House Auction Company.

16. SPECIAL FIREARMS REGULATIONS: ALL firearms transfers are subject to State [and Local Regulations for handguns, rifles with high capacity magazine, and high capacity magazines themselves, relevant to the State and Locality of the Bidder's residence, and as stated herein. All Out of State Purchasers of handguns MUST have the handgun(s) shipped to a FFL Dealer in their state of residence; therefore Out of State Bidders / Purchasers CANNOT pick up their handgun purchases at East 70 Pawn.

SPECIAL NOTE regarding purchasing rifles and handguns with high capacity magazines, and high capacity magazines themselves: Certain States and Localities do NOT allow for the possession, shipping or ownership of high capacity magazines or rifles and handguns with high capacity magazines. **Bidders MUST check and be FULLY INFORMED of their State and Local regulations regarding such regulations BEFORE bidding on them.** Such items will not be transferred or conveyed to any person that is prohibited by their respective State, Local or Federal

regulation. Check before you bid – if you are the high bidder you will be required to pay regardless of regulations preventing transfer to you of these referenced items.

17. SHIPPING NON-FIREARM ITEMS: If a Buyer desires to have NON-FIREARM items shipped, including ammunition, upon Buyers email request, we will ship their PAID purchased items via UPS. Ammunition must be packaged SEPARTE from Firearms and CANNOT be shipped via US Postal Service. We will package and ship ammunition to the buyer as an additional and separate charge from their firearms invoice.

18. NOTE: If any Bidder has questions or extenuating circumstances regarding pick-up, PLEASE CALL House Auction Company PRIOR to bidding. ALL items must be paid in full at, or before pick-up, and BEFORE shipping. ALL SHIPPING & PACKAGING costs will be paid by the Purchaser/Buyer. Items not picked up or shipping arrangements made by June 14, 2019 will be considered abandoned and may be disposed of at the Auctioneer's sole discretion, unless prior arrangements are made and verified by email.

19. BIDDING INCREMENTS:

\$0 - \$10 = \$1 increment

\$10 - \$50 = \$5 increment

\$50 - \$250 = \$10 increment

\$250 - \$1,000 = \$25 increment

\$1,000 - \$2,000 = \$50 increment

\$2,000 - \$5,000 = \$100 increment

\$5,000 - \$10,000 = \$250 increment

\$10,000 - \$25,000 = \$500 increment

\$25,000 - \$50,000 = \$1,000 increment

\$50,000 - \$75,000 = \$1,500 increment

\$75,000 - \$100,000 = \$2,000 increment

\$100,000 - \$200,000 = \$2,500 increment

\$200,000 - \$400,000 = \$5,000 increment

\$400,000 - \$800,000 = \$10,000 increment

\$800,000 - \$1,000,000 = \$25,000 increment

\$1,000,000 or Greater = \$50,000 increment

20. SERVER & SOFTWARE TECHNICAL ISSUES: In the event there are technical issues related to the server, software or any other online auction related technologies, House Auction Company, MarkNet Alliance and the Seller reserves the right to extend bidding, continue the bidding, or close the bidding. By registering and bidding in this auction each Bidder automatically and expressly acknowledges and agrees that House Auction Company, the Seller, MarkNet Alliance, and the company providing the software shall NOT be held responsible or liable for a missed bid or the failure of the software to function properly for any reason. Email notifications may be sent to registered bidders with updated information as deemed necessary by House Auction Company.

21. DEFAULT OF BUYER: Any Successful Bidder/Buyer not paying for items within 72 hours following the close of the Auction will be considered in DEFAULT. Such Default will result in that Bidder's liability to both the Seller and House Auction Company. Seller shall have the right to: (a) declare this contractual agreement cancelled and recover damage for its breach, (b) to elect to affirm this contractual agreement and enforce its specific performance, or (c) Seller can resell the items either publicly or privately with House Auction Company and in such event, the Defaulted Bidder shall be liable for payment of any deficiency realized from the second sale plus all costs, including, but not limited to the holding/transporting/storage costs of the items, the expenses of both sales, legal and incidental damages of both the Seller and House Auction Company.

In addition, House Auction Company reserves the right to recover any damages separately from the breach of the Defaulted Bidder. The Defaulted Bidder agrees to pay all reasonable attorney fees and costs incurred by House Auction Company in the collection of funds. The Bidder also agrees that a storage/handling fee of 2% per month be added to the balance of any unpaid balance due House Auction Company. Any debt collection or dispute proceedings shall be mediated or litigated in Carteret County, North Carolina as the sole and exclusive venue. All parties expressly agree to submit to this exclusive venue and hereby expressly waive any grounds for any alternate venue. Both the Bidder and Seller shall indemnify House Auction Company for and hold harmless House Auction Company from any costs, losses, liabilities, or expenses, including attorney fees resulting from House Auction Company being named as a party to any legal action resulting from either Bidders or Sellers failure to fulfill any obligations and undertaking as set forth in this contractual agreement.

22. BIDDER VERIFICATION: Bidding rights are provisional, and if identity verification is questionable, House Auction Company has the right to reject the registration, and bidding activity will be terminated. The Seller and House Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's

credentials, mental fitness, etc. Bidders expressly agree to keep their user name and password confidential as they are responsible for ANY and ALL activity involving their account. When using the website you must obey any and all local, state and federal laws. Violations will result in termination of website use privileges.

23. DISCLAIMER: No allowance will be made for errors in cataloging, genuineness, defects, or imperfections not noted. All sales are final and a bid is a legally binding contract between the bidder and both House Auction Company and the Seller. Both the Successful Bidder and Seller shall indemnify and hold harmless House Auction Company for ANY and ALL costs, losses, liabilities, claims, or expenses, including attorney fees resulting from House Auction Company being named as a party to any legal action resulting from either Bidder's or Seller's failure to fulfill any obligations and undertakings as set forth in this Contractual Agreement. House Auction Company employees may bid on auction items.

24. DISPUTES: This Agreement shall be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws or principles. Any litigation or dispute arising out of this Agreement shall first be mediated before any lawsuit or legal proceeding is filed. The parties shall in good faith agree on a third party neutral mediator. The mediator shall set guidelines. The parties shall in good faith mediate the dispute and divide the cost of said mediator. All mediation shall be conducted in the County of Carteret, North Carolina and shall be subject to the mediation guidelines of the State of North Carolina. If mediation is unsuccessful then all litigation arising out of this agreement shall be adjudicated in a court of competent jurisdiction within the County of Carteret, State of North Carolina. All parties expressly agree to submit to this exclusive venue and hereby expressly waive any grounds for any alternate venue. NCAL # 7435 & # 7889.