

SHOW RULES, REGULATIONS, TERMS AND CONDITIONS

1. This auction will be conducted by New Frontier Enterprises under the following Terms and Conditions. Each item in this auction will be offered in numerical order and sold to the highest bidder (buyer.) All sales are final. **Refunds and exchanges are not permitted.** Buyers are strongly urged to personally inspect all lots and find that they are to their satisfaction before bidding. New Frontier Enterprises is not responsible for any errors on the part of the buyer, including, but not limited to, bidding on the wrong item.
2. **Payment for all purchases is due on the day of sale.** Payment terms are cash, check, credit card or verified funds. A 5% late charge will be added on all accounts more than thirty (30) days past due with interest beginning sixty (60) days past sale date to be charged at 1% per month. *All other arrangements for payment must be specifically made in advance of the sale with New Frontier Enterprises.*
3. For on-site buyers, sealed and phone bidding executed thru New Frontier Enterprises the purchase price payable by the buyer shall be the sum of the final bid plus a Buyer's Premium of 15% and applicable sales tax. On-line bidding fees thru Poxibid and ICollector are slightly higher. *(Please see their websites for additional charges.)*
4. Buyers must pay local and state tax on the total bid price plus buyers Buyer's Premium. Delivery of purchased items outside the state may be subject to the compensating use tax of that state. Buyers claiming sales tax exemption must provide a copy of their current resellers permit or documentation of their tax-exempt status on the day of sale, otherwise New Frontier Enterprises will require payment by the buyer of all applicable taxes prior to the delivery of the purchased items.
5. If the Buyer should default and/or breach any of the terms and conditions of sale New Frontier Enterprises, at it's option, will hold the Buyer liable for the full amount of the bid plus the Buyer's premium and all costs, attorney's fees and consequential damages. New Frontier Enterprises will resale the property with notice to the Buyer as to the payment of any deficiency that is due by the buyer which includes all costs, warehousing fees, expenses of both sales, New Frontier Enterprises commission at it's regular rate, and all consequential damages, including, but not limited to, any and all attorney's fees and costs.
6. *All items are sold "as is" and "where is" with no guarantee or warrantee whatsoever by New Frontier Enterprises.* No guarantee or warrantee is made as to the operating or firing condition of any firearm by New Frontier Enterprises. It is recommended that all weapons purchased at the auction be checked by a competent gunsmith prior to attempting to fire them. All lots are sold as collector's items only.
7. New Frontier Enterprises warrants the accuracy of the catalog descriptions originated by Scott Tarbell. New Frontier Enterprises does not guarantee or warrant the condition, rarity, provenance or historical relevance of any catalog item, since such statements are only qualified statements of opinion and thus are speculative in nature. Legitimate restoration, meaning items restored to their original state, will be sold as original. New Frontier Enterprises will refund the purchase price of any item deemed not to be authentic within thirty (30) days of purchase. To affect a refund on any item found not to be authentic, Buyer must present New Frontier Enterprises with a letter of appraisal by a qualified expert and said item must be returned to New Frontier Enterprises in the same condition as it was when sold to Buyer at auction. Internal parts of any firearm are not examined and are not warrantied and not guaranteed, and may not be used as a descriptor of non-authentic
8. New Frontier Enterprises will arrange packaging of purchased items through outside agents or internal staff. This process may require up to six weeks to adequately pack and ship the Buyer's purchased items. The Buyer agrees to indemnify and hold New Frontier Enterprises harmless for any damage or loss, Buyer agrees to pay all shipping and insurance costs including, but not limited to, shipment to any exporter, custom fees, or any other duty fees imposed on their shipments.
9. The shipping of any purchased item outside the United States is hereby classified as "foreign export". International buyers are responsible for all costs on their shipments, including shipping costs to exporter, plus custom and duty fees imposed on their shipments.
10. All lots will be sold at the Auctioneer's discretion. The Auctioneer will exercise his discretion by calling an opening bid. If no bid is recognized, the item will be passed.
11. Buyer and New Frontier Enterprises agree to mediate any dispute or claim arising between them out of this auction or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after the request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to this party in any such action. Buyer and New Frontier Enterprises agree that any dispute or claim in law or equity arising between them out of this auction or any resulting transaction, which is not settled through mediation shall be decided by a neutral binding arbitration before judicial arbitration and mediation service.
12. On-site bidding: Bidder registration will take place on day of sale. Acceptance of a bidder card is also acceptance of all Terms and Conditions of sale. You may bid by holding up your bidder's card until the maximum amount you are willing to pay is reached. The bidding ends when the auctioneer says, **"Sold"**. Bidders are urged to inspect lots and find that they are to their satisfaction *prior to bidding.*