

Absentee & Phone Bid Terms

1. Important Note: Absentee & Phone bids are a service provided to our customers free of charge. Every effort is made to execute all absentee bids. However, you must know, that because of the thousands of bids that must be processed just prior to the auction, it is inevitable that a few mistakes will occur. Your best protection is to be there in person, but if you cannot, you must understand that this is not a perfect system and it is not at any auction house. We will do everything in our power to execute your bids properly, however, in the event of an error of omission, or failure to properly execute absentee bids, the auctioneer shall not be held liable.

2. All Absentee & Phone bids must be accompanied by a 20% deposit which will be refunded immediately after the auction if your bid is unsuccessful. If your bid is successful. Your 20% deposit will be applied to the purchase price and the balance due upon presentation of your bill. If time does not permit the physical 20% deposit, you may confirm your bid by your Visa, MC, American Express or Discover Card. Should you provide a credit card number, the only way that we would use your Credit Card other than for the deposit, is if you should default on payment, then we would bill your account for the remainder of your amount due. All absentee bids must have a deposit in order to be executed.

3. Acceptance for Absentee Bids is 2 hours prior to the auction start.

4. Acceptance for Phone bidding is 4:00 PM EST on day prior to the auction day.

5. To execute Absentee & Phone bids - fill out the enclosed form, listing catalog number, description & your top bid price (not including buyers premium). Send this together with your deposit & shipping instructions as soon as possible. Please call our office to confirm that we have received your bids whether you send them via mail or email. If they have not been received at that point please submit your bids via telephone.

6. All bids must be in even dollar amounts. Bids submitted in fractions of dollars, or odd amounts will be considered the next lower even dollar amount. Example: \$ 100.50 shall be \$100.00. -\$ 103.00 will be \$100.00.

7. We will not accept bids with no set top amount. You must supply a definite top bid. Orders to "simply just buy the lot", will not be accepted.

8. An appointed staff member will competitively & confidentially bid for the Absentee bidder. We let the audience start the bidding unless there is more than one bid at the book. If there is more than one bid then the bidding will be started at the next bidding increment above the next highest bidder. In the case of two bids being the same amount the bidding will start at that amount and the winner shall be the person who left the bid first as long as the audience does not bid higher. All left bids are considered confidential, and as such the names of the absentee bidders and the bid amounts will not be given out. Absentee bids will not be executed on items that are found to be other than described in the catalog. Every attempt will be made to notify the bidder of this change prior to the sale.

9. An appointed staff member will confidentially bid for the Phone bidder. (Note: There are limited phone lines available). Please call in advance of the auction if you need conditions or descriptions of the items. Staff members who are calling to handle your phone bids will not be able to answer questions pertaining to condition or description during the auction. Phone bidding will commence when the live floor bidding starts to slow a bit. It is simply moving to quickly to ask for an amount when bids are flying.

Cover Me Bids: To help insure that you don't miss out on an object, some people like to place a cover me bid at the time they make phone bid arrangements. No system is perfect and sometimes it is impossible, for one reason or another to get through to the client on the telephone. A "Cover Me Bid" is a bid left only with your phone agent. If he/she cannot get through to you on the phone, they will bid up to that amount on your behalf. The only way they execute this bid is if they cannot get through to you.

Stop Point Bids: A staff member will contact you within 5 items prior to the item that you are interested in bidding on. We ask that you consider a "Stop Point". This is a designated amount you wish the staff member to bid up to on this item for you. Because of the noise level that occurs during an auction, this creates less confusion on the phones for us and our customers. Once they reach this "Stop Point" amount they will then query you for the next desired amount that the auctioneer is asking for. A simple YES or NO will suffice.

10. Notification Of Success: Only successful bidders are contacted. To expedite the process we ask that you fill out and send in the "Payment & Shipping" Forms along with your bid sheets. If you are paying by Credit Card for your purchase, please make sure you check the appropriate box for this. If you have checked this box, and included your shipping form your items will then go right to shipping and be at the "TOP" of the shipping list.

Otherwise successful bidders will be notified in one of the following manners:

A. If an email address is provided we will email your invoice along with the shipping and payment forms for you to fill in.

B We will attempt to phone you with necessary sales info and obtain your payment & shipping decisions at that time.

C. If no contact can be made by phone then an invoice will be mailed to you.

Payment is due once you receive this invoice.

Note: We pay our consignors within 30 days of the auction. You must notify us within 29 days of the last day of the auction if you find some major discrepancy or all possibility in a return is null and void. Delay in payment, means delay in shipment to you. Delay in shipment to you could mean you lose all possibility of a return, so please make a prompt payment. Speediest form of payment is Credit Cards, Bank Checks or wire transfer. Personal or Business checks will hold the shipment up for 10 business days until checks have cleared the bank.

11. PHONE INQUIRIES regarding your success cannot be answered until the second business day after the final auction day.

12. SHIPPING: Please refer to the information pages pertaining to shipping and payment. We will be pleased to assist you by shipping items which you purchase. A charge for this service includes labor, packing materials, shipping cost & insurance. All shipping charges are by credit card. (Shipping can take 10 to 14 days depending on shipping department work load & purchase payment type). The shipping department may decline to execute instructions to ship items which

are too large or too fragile to be shipped by common carrier. In such cases, the only way we can ship these special items is by way of a letter from the buyer releasing us from the responsibility of any damage that might occur in shipping.

13. We reserve the right to withdraw any property before the sale and shall have no liability for such withdrawal.

14. Any legal disputes arising from this auction shall be settled in the court system in the State of Maine. The Maine Uniform Commercial Code, Title 11, Section 2 - 328 applies to this auction sale.

15. Maine Auctioneer Rules and Regulations are regulated by the Maine Board of Licensing of Auctioneers, 35 State House Station, Augusta, Maine 04333.

16. Listing subject to omissions and errors.

17. WARNING !! POULIN ANTIQUES & AUCTIONS DO NOT WARRANTY THE SAFETY OF ANY FIREARM THAT IT SELLS. WE STRONGLY RECOMMEND THAT BEFORE YOU USE ANY FIREARM, (WHETHER YOU PURCHASE IT FROM US OR ELSEWHERE), YOU HAVE IT EXAMINED BY A QUALIFIED GUNSMITH TO DETERMINE SAFETY AND TO RECOMMEND A LOAD.

18. Bidding on article(s) indicates your acceptance of all of the above items plus the Terms & Conditions of a Buyer. All sales are final and under no circumstances will partial or full refund be made. IT IS THE RESPONSIBILITY OF THE PURCHASER TO SATISFY THEMSELVES AS TO THE CONDITION, AGE, AUTHENTICITY, AND VALUE OF AN ITEM BEFORE BIDDING ON IT.

