





## **Gary Germer & Assoc. - Auction Terms & Conditions of Sale**

1. By bidding in a Gary Germer & Associates auction, you agree to these terms. All sales made only in accordance with these terms. Any notices, posted or oral during the sale, are also part of our terms of sale. By registering to bid, or placing a bid, you accept and agree to abide by these terms.
2. Buyer's Premium: A 12% buyer's premium will be added to each successful bid. The successful bid price ("hammer price") plus 12% equal the total purchase price, paid by the buyer.
3. All items are sold as-is, where-is, with all faults & with no guarantees of any kind. Written and oral descriptions, including catalog descriptions, are our opinions only. It is strongly recommend that potential buyers personally inspect items of interest & base their bids on their own opinion & observations. All sales are final, with no exceptions.
4. Gary Germer & Associates makes no warranties or representations concerning the operation or firing condition, fitness of use, safety to store, or reliability of any firearm. Any description of mechanical function or condition does NOT mean the gun has been inspected or approved for shooting. Use of any firearm purchased from Gary Germer & Associates is entirely at the user's risk. We strongly recommend that all firearms purchased at auction be examined by a competent gunsmith before attempting to fire. Gary Germer & Associates expressly disclaims any liability whatsoever for accident, injury or damage resulting to any person from the storage or subsequent use of any such lot.
5. All firearm sales are made in strict compliance of State & Federal laws. Purchases made by Oregon State residents are subject to a \$12 background check. Out of state buyers must provide a current Federal Firearms License (FFL) or have an FFL holder in their state take delivery of firearms on the buyer's behalf.
6. On the fall of the auctioneer's hammer, the highest bidder, acknowledged by the auctioneer, will have purchased the offered lot. The purchase is subject to the terms of sale and is the full responsibility of the buyer. No lot may be transferred to another buyer. The auctioneer is the sole judge in the event of a disputed bid. The auctioneer may reopen the bidding at his discretion either to determine the successful bidder or re-offer and resell the lot in dispute.
7. Payment- Live bidders must pay before leaving the auction; absentee bidders must pay promptly upon notice of successful bid(s). Payment may be made by Visa, Mastercard, Discover, cash or cashier's check. Live bidders may pay by check if pre-approved. If not pre-approved, pick-up of purchases may be delayed until check clears. Absentee bidders paying by check may have purchases held until check clears.
8. We reserve the right to withdraw any property from the auction prior to sale & reject a bid from any bidder.
9. Shipping & Removal - Buyer must remove purchases on the day of the sale, unless other arrangements are made. GG&A will pack and ship most items sold, at the buyer's expense & risk.
10. If we are prevented by fire, theft, or any other reason from delivering any property to the purchaser, our liability will be limited to the sum actually paid by the purchaser.
11. Some items may be subject to reserve (the confidential minimum price below which the lot will not be sold). The reserve price will not exceed the low estimate and in most cases is less than the low estimate. We as the agent for the consignor may place bids during the auction if and when the highest outstanding bid is below the reserve. Consignors are not allowed to bid, or hire agents to bid, on their own property.
12. If a bidder is unable to receive an item purchased because (s)he is denied transfer of a firearm under legal restriction, or for any other reason not solely Gary Germer & Associates' fault, the buyer is still responsible for payment in full to GG&A for the hammer price plus buyer's premium. The buyer may request shipment at the buyer's expense to an FFL dealer to resell a gun on the buyer's behalf. If the buyer does not notify GG&A of such arrangements within 30 days of the auction date, GG&A may resell the lot at a future auction, charging the buyer the current standard consignment rate for doing so, under the terms of the then current standard GG&A consignment contract.