

Terms & Conditions of Sale: Firearm Online Only Absolute Auction

The property listed and described in the catalog is offered under the following terms and conditions of sale, which may be amended, updated or altered prior to the conclusion of the auction. Published material on the internet prior to the stated online auction ending time take precedence over previously published material & oral statements. Buyers are bound by these terms and conditions of sale.

All property is sold "as-is and where-is" and neither Tays Realty & Auction LLC nor the seller makes any express or implied warranty or representation of any kind or nature with respect to the property being sold. In no event shall Tays Realty & Auction LLC or the seller be responsible for the correctness of or be deemed to have made any representation or warranty of merchantability, fitness for purpose, description, size, genuineness, year of manufacture, attribution, provenance or condition concerning the property or any warranty that any item complies with any applicable federal or state laws. No statement set forth in the catalog or in the bill of sale or invoice or elsewhere, whether oral or written, shall be deemed such a warranty or representation or an assumption of liability. Tays Realty & Auction LLC makes no representation or warranties as to the accuracy of the descriptions or representations which were provided by the seller and are listed in the catalog or as to the condition of the item and neither Tays Realty and Auction LLC nor its employee/contractors has the authority to do otherwise, concerning the operation of firing condition, fitness for use, safety to store, or reliability, of any firearm, ammunition, or parts.

All items are available for your viewing before the stated online auction ending time, and you should make an inspection of these items beforehand so that you are satisfied with their condition.

Tays Realty & Auction LLC retains the right to refuse sale of a weapon to anyone for any reason.

Tays Realty & Auction LLC retains the right to withdraw any item in the auction.

Tays Realty & Auction LLC retains the right to change the order of auction as they see fit.

Tays Realty & Auction LLC is not responsible and is not liable for any bids which do not get submitted.

Buyer's Premium:

- A 10% buyer's premium will be added to the purchase price of each item to reach the total sales price.

Payment: All items must be paid for in full before bidder leaves the premises. Nothing may be removed until it is settled for.

- So long as Tays Realty & Auction is notified by noon CT on the day after the day the auction concludes, then payment for purchases may be made by cash or cashier's check, personal check or business check, or wire transfer BUT if Tays is not notified, then the Visa/ MasterCard/Discover on file will automatically be charged for bidder's purchases(see general auction terms for more details.) Bidder agrees not to file for a charge back from their credit card, stop payment on checks or disallow a bank draft and is responsible for any expenses due to collection of bad check. In the event of non-payment of bad-check, the auctioneers reserve the right to repossess, at any time, at your location, the merchandise involved.

All Firearm/Ammunition Sales are subject to Federal and State Firearm Regulations:

Ammunition:

- **Rifle/Shotgun Ammunition-** Must be 18 years of age and older. Government ID required. ID must have date of birth and photo.
- **Handgun Ammunition-** Must be 21 years of age and older. Government ID required. ID must have date of birth and photo.

Class III/ NFA Firearms:

- Any Class III Weapon/Item will be sold according to ATF & NFA regulations.

Firearms:

- **Handguns-** Must be 21 years of age or older to bid and pass a Background Check
- **Long Guns-** Must be 18 years of age and older to bid and pass a Background Check
- **Black Powder-** No age requirement, no background check required.
- **In State Purchases:** Additional \$10.00 fee is required for the Background Check to purchase firearms. The Background Check fee will be added to the winning bidder's invoice immediately following the conclusion of the auction. The Background Check will be performed on the stated pick-up date/time at Tays Auction Facility. Payment must be made for the firearms as well as the Background Check fee BEFORE the Background Check will be performed. The winning bidder MUST be present for the Background Check (no other person may pick-up weapons for the winning bidder-ABSOLUTELY NO EXCEPTIONS.) If winning bidder does not pass a Tennessee Background Check, the winning bidder forfeits firearm(s) and payment. Weapon or weapons

will be placed on hold if winning bidder chooses to fill out BI-0165 Appeal of Denial of Attempted Firearm Transfer until Tennessee Bureau of Investigation makes a final decision.

- If a winning bidder is a **Licensed FFL Dealer**, bidder must notify Tays Realty & Auction immediately following the conclusion of the auction by email at bidning@taysauctions.com or by phone at (931) 526-2307, **AND** bring a copy of their FFL License to pick-up the weapons or email license prior to pick-up day.
- **Out of State Purchases:** All out of state firearm purchases must be shipped/transferred to a Federal Firearms Licensee (FFL) in the state they have residency in - NO EXCEPTIONS. A copy of the FFL license must be emailed to firearms@taysauctions.com along with bidder's name. **IT IS EXPRESSLY UP TO THE BIDDER TO DETERMINE IF THE FIREARM/AMMUNITION/MAGAZINE/ACCESSORIES IS/ARE LEGAL TO OWN/POSSESS IN THEIR CITY/COUNTY/STATE. IF A FIREARM/AMMUNITION/MAGAZINE/ACCESSORIES IS PURCHASED THAT IS NOT LEGAL IN THE PURCHASERS CITY/COUNTY/STATE OF RESIDENCY, PURCHASER WILL FORFEIT THE FIREARM AND PAYMENT.** Tays Realty & Auction LLC will verify with the receiving FFL in the state to determine if the firearm is legal to be shipped to said state.

Shipping/Handling:

- Shipping will be charged after item(s) are boxed, ready to ship and shipping quote has been received by Tays Realty & Auction LLC.
- The shipping charges are the responsibility of the winning bidder. The shipping carrier will be either UPS or FedEx. The cost of shipping will be charged according to the carrier quote obtained by Tays Realty & Auction LLC.
- Handling charges are the responsibility of the winning bidder. All lots to be shipped are subject to a \$10.00 per lot handling charge.
- Shipping & handling charges will be charged to the credit card on file separate to the charge for the firearm purchase.
- Note - insurance charges are the responsibility of the winning bidder. If you would like your items to be shipped with insurance please contact the auction company immediately following the auction.
- Items will be shipped within 14 working days after the FFL is received. If a firearm is purchased, we will need a FFL dealer's license before we can ship any firearm. A copy of the FFL license must be emailed to firearms@taysauctions.com.

Warranty:

- All items are sold as is, where is, without guarantee of any kind. No warranty of quality, condition, merchantability, or fitness for intended use or any particular purpose or particular use is given. All merchandise is new, used & consigned and all sales are final!! No returns or charge backs allowed! Charge backs will result in negative feedback to other auctioneers and internet bidding companies.
- Description takes precedence over the pictures.
- The descriptions of items appearing in the catalog & in advertising prior to this auction are believed to be correct. Nevertheless, those descriptions made by the owner (or his agents or officers) or the auctioneers (or his agents or officers) concerning any item shall NOT be construed as a warranty, either expressed or implied, bidder agrees to inspect the items they are bidding on and to satisfy themselves as to the proper name, age, and condition of the item. I, the bidder, have examined this merchandise and accept it in, as is condition.

Failure to comply: If successful bidder fails to comply with written agreement or payment as required, the successful bidder shall be liable for any losses or damages occurred to seller, including but not limited to deficiency in selling price, attorney fees, or any other damages that may occur as a result of noncompliance by bidder.

Attorney fees: In an action arising out of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs. Any court litigation shall be in Putnam County, TN.

Injury and damage: Bidder acknowledges responsibility for any personal injury or property damage caused by the bidder, and further agrees to hold the auctioneers harmless for any personal injury to himself/herself and any property damage incurred on auction premises.

Agents only: Tays Realty & Auction LLC, its employees and contractors are acting as Agent of the Seller only.

Written material: Any written or online material supplied to you should be used as a guide only. Items have been identified and described based on information available to us, but may not be accurate.

Tays Realty & Auction LLC is providing internet bidding as a service to bidder. Bidder acknowledges and understands that this service may or may not function correctly the day the auction ends. Under no circumstances shall bidder have any kind of claim against Tays Realty & Auction LLC or anyone else if the internet service fails to work correctly during the online auction.

Removal of Property or Storage: None of the property may be removed from the premises until the total purchase price has been paid. Any items left and not removed from the premises remain at the sole risk of the buyer and become the sole property of Tays Realty & Auction LLC if not removed from premises on the stated pick-up date/time. Purchaser shall be responsible for the loading and moving of their items. Tays Realty & Auction LLC does not furnish help to move items. In the event an employee of Tays Realty & Auction LLC assists in the moving or loading of an item, Tays Realty & Auction LLC shall not be responsible for any damage or accident that may occur to the item or person they are assisting.

All Sales Are Final. Tays Realty & Auction LLC will not accept any merchandise back. If you purchase an item and do not pay for it, then we will proceed to collect for the item in a legal manner.

Tays Realty & Auction LLC appreciates you bidding in this auction and will be glad to answer any questions you may have.