



# TERMS AND CONDITIONS

Gun Auctions USA, LLC. will be agent for the SELLER and will sell all the above listed items to the highest bidder by public internet auction at the commission listed or percentage of the gross amount of the highest bidder for all items sold at the online auction.

Gun Auctions USA, LLC. will arrange advertising and mailings as it deems advisable to obtain the maximum results. Gun Auctions USA, LLC. will conduct the auction, furnish assistants and clerks as may be necessary, make all collections and finalize billing details directly connected with the auction. If for any reason whatsoever Gun Auctions USA, LLC. fails to complete the sale of any item consigned to this auction, Gun Auctions USA, LLC.'s sole liability shall be to auction the item again or disposal to the Seller.

All payments and checks for purchases at the auction shall be made payable and delivered to Gun Auctions USA, LLC, who will furnish a complete accounting and settlement statement within 20 banking days after the auction close date.

SELLER agrees to allow Gun Auctions USA, LLC to use its discretion and make the final decisions as to how items are to be sold, whether individually or lotted in a group.

Where applicable, SELLER guarantees that is has good title and right to sell items on the auction; that they are without mortgages, liens, or encumbrances of any kind except those which are specifically detailed within this contract. SELLER assumes full responsibility for providing marketable title and delivery of title to purchaser, payment of proceeds to creditors, and SELLER will assume all attorney's fee's and court costs, if such a case should arise. Please list any creditors and lien balances here:

SELLER further grants Gun Auctions USA, LLC agents permission to contact lender, lien holders, or creditors and authorizes the release of payoff, per-diem and other pertinent information necessary to assist in the verification or release of liens or encumbrances.

SELLER will maintain insurance and holds Gun Auctions USA, LLC. harmless for any damage or liability claims resulting from involvement of equipment or property at the site until SELLER has been paid by Gun Auctions USA, LLC.

SELLER will be liable for any theft, damage, fire damage or vandalism that may occur to items while on auction premises or while being handled by Gun Auctions USA, LLC.

SELLER agrees that the items herein listed will not be withheld or disposed of in any manner and that Gun Auctions USA, LLC. makes no guarantees as to selling price, except where specified starting prices are requested. Said commission and agreed expenses to be paid from the first proceeds of the auction sale.

SELLER AGREES TO ALLOW Gun Auctions USA, LLC TO RELIST FOR UPCOMING AUCTIONS OR TO DISPOSE OF ANY UNSOLD ITEMS IF NOT PICKED UP WITHIN 45 days of their prior scheduled item sale date.