

# **Little John's Auction Service**

## **Terms & Conditions of Sale**

Updated 4/5/11

1. Each item in this auction will be offered in numerical order and sold to the highest bidder (buyer). All sales are final. There will be no refunds and no exchanges. Buyers are commanded to inspect lots and find that they are to their satisfaction before bidding. Little John's Auction Service is not responsible for any errors of the buyer, including, but not limited to, the buyer bidding on the wrong item.
2. The payment terms for any purchase of any item offered in this auction will be cash, credit card or verified funds. Any other arrangements to pay for a purchase must be specifically made in advance of the sale with Little John's. Payment on ALL purchases is due on the day of the sale. A 5% late charge will be added on all accounts more than 30 days past due with interest beginning 60 days past sale date to be charged at 1% per month.
3. Buyers are required to pay all local and states sales tax. Delivery of purchased items outside the state may be subject to the compensating use tax of another state. Where a collection of duty is imposed upon Little John's, Little John's will require payment by the buyer of all such taxes prior to the delivery of the purchased items.
4. If the buyer should default and/or breach any of the Terms & Conditions of Sale, Little John's, at its option, will hold the buyer liable for the full amount of the bid, plus the Buyer's Premium and all cost, attorney's fees and consequential damages. Little John's will resell the property with notice to the buyer as to the payment of any deficiency that is due by the buyer which include all costs, warehousing fees, expenses of both sales, Little John's commission at its regular rates and all consequential damages, including but not limited to, any and all attorney's fees and costs.
5. All post-1898 firearms are registerable and must be registered in compliance with the Federal and California State Law. Buyers of post-1898 firearms must complete state and federal registration at Little John's Antique Arms, Inc., 1740 W. La Veta Ave., Orange, CA 92868 (714) 939-1170, unless otherwise specified. A ten (10) day wait is mandatory for modern handguns. Dealers must have in their possession on the day of the sale all proper paperwork and a signed copy of their Federal Firearms License in the order to accept same-day delivery of modern weapons. After registration, all firearms must be picked up within thirty (30) day or they are required to be re-registered. California law limits 1 handgun registration per month and DOJ transaction numbers are mandatory for California FFL Dealers Little John's can accommodate.
6. All items of the auction are sold "as is" and "where is" without any warranty and /or guarantee by Little John's whatsoever. No guarantee and no warranty whatsoever as to the operation or firing condition of any weapon offered for sale is made by Little John's. It is recommended that all weapons purchased at auction be checked out by a competent

gunsmith prior to attempting to fire them. All lots are sold as collector's items only. No guarantee whatsoever or warranty whatsoever on any lot is made by the Auctioneer.

7. Effective January 2, 2002, the Department of Justice (DOJ) requires that all modern firearms (post-1898) delivered from a California licensed firearms dealer are to include or be accompanied by a DOJ certified firearms safety device. Persons who own acceptable gun safes can comply upon completion of an affidavit of ownership (California residents).
8. The purchase price payable by a buyer shall be the sum of the final bid plus a Buyer's Premium (for on-site buyers, sealed and phone bids executed thru Little John's Auction Service).  
On-line bidding thru Proxibid and Icollector slightly higher. Please see their websites for their rates.
9. Little John's warrants the accuracy of the catalog descriptions originated by John R. Gangel. Little John's does not guarantee or warrant the condition, rarity, provenance or historical relevance of any catalog items, 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. Little John's will refund the purchase price of any item deemed not to be authentic within sixty (60) days of purchase. To affect a refund on any item found not to be authentic, buyer must present Little John's with a letter of appraisal by a qualified expert and said item must be returned to Little John's in the same condition as it was when it was sold to the buyer at auction. As to all lots, Internal parts of any firearms are NOT examined and are NOT warranted and NOT guaranteed.
10. Little John's will arrange packaging of purchased items through outside agents or interior staff. This process may require up to six (6) weeks to adequately pack and ship the buyer's purchased items. The buyer agrees to indemnify and hold Little John's harmless from any loss resulting from the packaging and/or shipping process. Hard cases are available for the packaging and shipping of firearms at a cost of \$60.00 per case. Buyer agrees to pay all shipping and insurance costs including but not limited to shipment costs, insurance, shipment to an exporter, custom fees or any other duty fees imposed on their shipments.
11. The shipping of any purchased items outside the United States is hereby classified as "foreign export". International buyers are responsible for all costs on their shipments, including shipping cost to exporter, all shipping costs, custom and duty fees imposed on their shipments.
12. All lots will be sold at the Auctioneer's discretion. The Auctioneer will exercise his discretion by calling an opening bid. If no reasonable bid is accepted, the item will be passed. No reserve will be allowed on any item higher than the high estimate and in many cases the reserve may be lower than the low estimate.

13. Buyer and Little John's 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 attesting to resolve the matter through Mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. This Mediation provision applies whether or not the Arbitration provision is initialed. Buyer and Little John's 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 the Judicial Arbitration and Mediation Service, Orange County, CA. The Arbitrator shall be a retired judge or justice, unless the parties mutually agree to a different Arbitrator, who shall render an award in accordance with the substantive California law. The parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05. In all other respects the Arbitration shall be conducted in accordance with Title Nine of Part Three of the California Code of Civil Procedure. "NOTICE: You are agreeing to have any dispute arising out of this auction decided by a neutral Arbitration as provided by California Law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. You are giving up your judicial right to appeal. If you refuse to submit to Arbitration after agreeing to this provision, you may be compelled to Arbitrate under the authority of the California code of Civil Procedure. Your agreement to this Arbitration provision is voluntary." "I, the buyer, have read and understand the above paragraph and agree to submit all disputes arising out of the auction to first Mediation, and if that is not successful in resolving the matter, then to Arbitration with the Arbitration of disputes resolved in accordance with Title Nine of Part Three of the California Code of Civil Procedure." See NRA Standards at item #20.

14. On-Site Bidding:

Bidders are registered prior to auction and each is issued a bidder card. Acceptance of the bidder card is also acceptance of all Terms and Conditions of Sale. The bidder card is held up to signify a bid. Each lot will be identified and each bidder should decide in advance the maximum amount they wish to bid. When bidding starts, leave your bidding card up until your bid wins or your maximum amount is reached. The advantage in leaving your card up is: if the final bid is your limit, you will prevail as opposed to another bidder who also has the same maximum limit but did not raise their card in time. Do not bid on unwanted lots you are not satisfied with. Buyers are commanded to inspect lots and find that they are to their satisfaction before bidding.

15. Sealed Bids:

If you are unable to attend the auction, you may submit a signed Sealed Bid not less than 24 hours prior to the auction. An auction staff member will then bid on your behalf and the bidding proceeds as if you were in attendance. The staff person will try to secure the lot with the lowest possible bid. Located in the back of the auction catalog, you will find a Sealed Bid form complete with instructions. By your submitting to Little John's a signed Sealed Bid signifies your agreement to be bound by the Terms and Conditions of

Sale as stated in this catalog and as stated in the Sealed Bid form. Sealed Bids will not be processed by Little John's without a deposit or prior credit approval. All Sealed Bids must be signed by the bidder before they will be processed by Little John's staff.

16. Telephone Bids:

Bidding by telephone in a Little John's Auction is available for qualified buyers. This type of bidding requires Little John's receiving a signed Telephone Bid form no less than 24 hours prior to the auction and a deposit on the items to be bid or prior credit approval by Little John's. Once the Telephone Bid form has been approved, the bidder will be telephoned on the day of the auction at the time the lot(s) that the bidder has arranged to bid on comes up for auction. All telephone bidders agree to be bound by all the Terms and Conditions of Sale as stated in the catalog as well as all Terms and Conditions of Sale as stated on their signed Telephone Bid form.

17. Internet Bids:

Bidding by an on-line server, i.e. Proxibid or Icollector is available for qualified buyers. This type of bidding requires registration with the provider and agreement to the Terms and Conditions of Sale as listed on the website under Little John's Auction. Note: Using these providers incurs added costs. Be aware of the buyer's premium is higher for use of these providers. Little John's is not liable for unsuccessful bidding thru these providers. The providers use their staff to bid for you over the internet and there may be a time delay and occasionally bids are missed or not processed in time. Little John's staff and management have no control over these providers and will not accept responsibility for their unsuccessful bidding on your behalf.

18. All Sealed Bidders, Telephone Bidders and Internet Bidders agree not to hold Little John's responsible for any errors or omissions of any kind that may occur during the bidders Sealed/Telephone and/or Internet Bid process. All Sealed, Telephone and Internet bidders agree to indemnify and hold Little John's harmless from any loss, damage, errors and/or omissions that occur during the auction. All bidders acknowledge and agree that little John's is to execute all bids on a best efforts basis and that there is no warranty and/or guarantee of any kind as to the success and/or failure of any bids placed in the auction. Successful bidders will be notified and invoiced within 72 hours or less of their successful bids and are required to pay in full the amounts due and owing Little John's 72 hours of receiving notification of their successful bid. Credit card payments are acceptable including Visa, Master Card, American Express and Discover.

19. No undisclosed added charges for credit cards, storage etc. All text in this catalog is copyrighted and cannot be reproduced without specific permission of Little John's Auction Service, a division of Little John's Antique Arms, Inc.

20. NRA CONDITION STANDARDS FOR ANTIQUE FIREARMS

FACTORY NEW-all original parts; 100% original finish; in perfect condition in every respect, inside and out.

EXCELLENT-all original parts; over 80% original finish; sharp lettering, numerals and design on metal and wood; unmarred wood; fine bore.

FINE-all original parts; over 30% original finish; sharp lettering, numerals and design on metal and wood; minor marks in wood; good bore.

VERY GOOD-all original parts; none to 30% original finish; original metal surfaces smooth with all edges sharp; clear lettering, numerals and design on metal; wood slightly scratched or bruised; bore disregarded for collectors firearms.

GOOD-some minor replacement parts; metal smoothly rusted or lightly pitted in places, cleaned or reblued; principal lettering, numerals and design on metal legible; wood refinished, scratched, bruised or minor cracks repaired; in good working order.

FAIR-some major parts replaced; minor replacement parts may be required; metal rusted, may be lightly pitted all over, vigorously cleaned or reblued; rounded edges of metal and wood; principal lettering, numerals and design on metal partly obliterated; wood scratched, bruised, cracked or repaired where broken; in fair working order or can be easily repaired and placed in working order.

POOR-major and minor parts replaced; major replacement parts required and extensive restoration needed; metal deeply pitted; principal lettering, numerals and design obliterated, wood badly scratched, bruised, cracked or broken; mechanically inoperative; generally undesirable as a collectors firearm.