

# Firearms Conditions of Sale - Please Read

Please be sure to read the conditions before participating in the sale.



For years, we have worked hard to develop a reputation for honesty and fairness. We have tried to apply this same principle in preparing this particular sale. So that you might know what the limitations are for this sale, we have tried to clearly outline the conditions below, which will specifically indicate how various circumstances will be handled.

## 1. Guarantee

We have attempted to make a consistent effort in cataloging and correctly describing the property to be sold. The catalog descriptions carry a limited guarantee. It is a guarantee to protect you against major discrepancies that would have a major effect upon the value of the item. Under no circumstances do we guarantee against anything less than a major discrepancy that would have less than a major effect upon value. This limited guarantee covers authenticity. It also covers any major restoration or repair not described. Also we guarantee against fakes, reproductions or major fabrications. As outlined above, our guarantee is limited, however, it is almost unique in a business that operates "Caveat Emptor". This is not a perfect system, however, and it is important to be aware of that. Our intention is to be as fair as possible in our catalog descriptions but it is virtually impossible to adequately describe an antique or collectible item that has been used and shows signs of wear. If you are a discerning, highly particular customer, it is virtually impossible to adequately describe an antique item that has been used and shows signs of wear. Imperfections, slight damages, handling marks, etc., are commonplace with antiques and with most buyers it is understood and accepted. If, however, you are a very discerning buyer and wish to know exactly what the lot is and if imperfections, handling marks, small alterations are something that are of great concern to you, then expecting mint or near mint condition, it is advisable that you not ever submit absentee bids here or at any auction house without seeing the item in person, since your definition of condition might be far more particular than what any cataloger would have time or space to specify. The entire purpose of our catalog description is to give our customers a general description and idea of what the lot is and we will stand behind that description regarding a major discrepancy only. If the discrepancy is less than major, under no circumstances would any adjustment or refund be made. This means that if you are purchasing a gun and find a small undisclosed surface crack in the wood or a couple of small chips in the wood that were not disclosed, it would not qualify for a refund. If however the stock were broken through the wrist, that would constitute a major problem and qualify for a refund. If a small in use repair were incorporated in an antique gun and overlooked in a description, it would not qualify for a refund. However, if the barrel were cut or the gun serial numbers did not match, but described as "all matching serial numbers", obviously that would qualify as a major problem and subject to a cancellation. If the gun were described as excellent original blue and it was discovered to have been re-blued, it would qualify for a cancellation. In regards to assessments of quality or percentage of original finish; under no circumstances would we cancel the sale for a difference in assessment. If our cataloger states that the gun retains about 70% of its original blue on the barrel and in your assessment after you receive the gun you

feel it's actually 60%, a refund would definitely not be considered. However, if our cataloger stated that there was 70% original blue and it turned out that it was re-blued, that's a major problem and it would qualify for a refund. As stated above, this is an imperfect system; the very best thing that a client can do is to attend the auction and view the goods in person or have an agent examine the things on their behalf. In lieu of that, should you elect to leave absentee bids, we will protect you on major problems, but under no circumstances will we cancel the sale for less than a major problem. The purpose of our guarantee is to protect our bidders from major problems that would have major effect upon the value of the firearm. It is impossible for us and it is not our intention to guarantee to satisfy everyone; it is important that one understands this before bidding absentee. Should the need arise, the auctioneer reserves the right to make verbal corrections and provide additional information from the block at the time of the sale. Absentee bids will not be executed on items that are found to be other than described in the catalog unless we were able to contact you prior to the lot being sold and advise of this discrepancy. If we are unable to reach you or if time does not permit, we will not execute your bid. Please Note: the only thing we guarantee is what is in print in the catalog and what is announced from the block at the time of sale. Absolutely nothing discussed over the telephone or in person prior to the auction shall be construed as part of the guarantee. Since opinions can differ, particularly in the matter of condition, the auctioneer will be the sole judge in the matter of refunds. This guarantee is limited to the following time duration and limits. Please read:

## A. Time Limit

For live bidders it is expected that you have examined the items before you purchased them and that as you pick them up, you will re-examine them one last time. If there is a problem regarding condition, it is expected that you would notify us immediately before leaving the auction facility. If you are an absentee bidder then it is your responsibility to examine the lot immediately upon receipt. If a major discrepancy should be discovered, it is your responsibility to contact us immediately. Please note: All guarantees and options for refunds or adjustment become null and void 44 days after the auction. We pay consignors on the 45th day. Once we have paid our consignors we no longer have control for the payment and under no circumstances can we consider any refunds. If you suspect that there is a major discrepancy or problem with authenticity of your lot, it is your responsibility to contact our office before the 44 days are up and let us know that you need some extra time. We can usually make arrangements to extend the guarantee for a few days if you personally advise us. Please note: If you pay late and thus, receive your items late, it does not qualify for special privileges. The guarantee is null and void 44 days after the auction. It is your responsibility to pay for and acquire your purchases in a timely fashion. So if there is a major discrepancy, you have time to notify our office. Please remember that if you call us 46 days after the auction, there is nothing we can do about a major discrepancy except apologize to you. If you want to be considered for an adjustment or refund, it is your responsibility to notify us within 44 days after the auction.

## B. Limit of Restitution

Under no circumstances will the auctioneer be responsible for lost profits or other financial damages. Refunds requested on the grounds of authenticity must be accompanied by at least a supporting written statement from an authority recognized by the auctioneers. Auctioneer will not be responsible for shipping costs, after auction appraisal fees, testing or any other post auction costs. If it is agreed that an item may be returned, it is the buyer's responsibility to return it in the same condition as received.

## C. Type of Restitution

An item that qualifies for an adjustment is limited to one of the following options:

- 1) Major problems, (i.e. fakes, significant alteration, major unannounced restoration, etc.) will result in a refund in sale price, adjustment in sale price, or repair by the auctioneer. The auctioneer shall be the judge as to the final resolve.
- 2) Less than major problems or discrepancies are not part of the guarantee and no refund or adjustment will be considered for less than major problems.

## 2. Receipt of Goods

All goods sold will be tagged and can be claimed upon presentation of paid receipts ONLY. All items to be wrapped will be wrapped by the purchaser, unless the items are to be shipped.

## 3. Protested Bids

In case of a disputed bid, the Auctioneer is the sole determinant as to who is the successful bidder and at his discretion may re-offer and resell the article in dispute.

## 4. Tax

State of Maine sales tax is 5.5% and will be collected at time of payment unless a current sales tax certificate is on file or if shipped anywhere except Maine and Massachusetts. If purchases are shipped to a Maine address, sales tax of 5.5% shall be collected unless a current sales tax certificate is on file. If purchases are shipped or delivered to a Massachusetts address, sales tax of 6.25% shall be collected unless a current sales tax certificate is on file.

## 5. Nominal Bids

The Auctioneer may reject nominal bids, small opening bids or very nominal advances made with purpose of disparaging an item. If a lot fails to open for 25% to 30% of the low estimate, the item may be passed from the block by the Auctioneer and may not be re-offered until a later sale.

## 6. Absentee Bids

Phone, fax or mail bids will be accepted with a 20% deposit, late bids or last minute bids can be confirmed with a Visa, MasterCard, Discover or American Express number, in many cases. In such case, the bookkeeper will execute such bids competitively. It is entirely possible to buy items by absentee bid for less than your top bid price. Please Note: Absentee 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 this is not a perfect system neither here nor at any other auction house. In

the event of an error of omission or failure to properly execute absentee bids, the auctioneer shall not be held liable.

#### 7. Terms

All items are to be paid for in American funds at the day of the auction. Non-residents who have not established an account with us and wish to pay by check, must do so prior to the beginning of the auction by presenting a current letter of reference from their bank or by providing references which are suitable to the auctioneer. Absentee Bidders - Directly after the auction a bill will be sent to you for the items you purchased and a total amount due. This bill is due upon presentation and must be paid immediately. The auctioneer reserves the right to hold merchandise purchased by personal check until the check has cleared the bank, if the auctioneer deems such action necessary to protect his interest. *For bidders located outside of the United States we only accept payment by checks drawn on U.S. banks or wire transfer.*

#### 8. Interest and Default

Payment is due upon receipt. If the buyer's invoice is not paid in full within 15 days of the auction, James D. Julia, Inc. has the right and will charge the buyer's credit card of record on file for the total invoice amount. Interest will be charged on all balances not paid at the rate of 1-1/2% monthly (18% APR) effective 15 days from the date of purchase/auction. All goods not retrieved by Buyer within 120 days after the last day of the auction, shall be subject to a storage fee of \$50 per item per month. Buyer authorizes auctioneer to sell any goods not retrieved after the 120 day period in any manner deemed appropriate by the auctioneer and the proceeds will be applied to all sums owed by the buyer to the auctioneer under this or any other agreement between the parties. If the sale is conducted by the auctioneer, in addition to all sums due hereunder, buyer shall pay the auctioneer's standard commission fees and 1% insurance fee. Buyer specifically authorizes any such sale to be held without reserve. Buyer shall be responsible for any deficiencies between the sale price and all sums due hereunder.

#### 9. Reserves

Some items in this auction may carry a conservative reserve. Therefore, the auctioneer may bid on behalf of the owner or for the auction house. The purchaser will be the highest bidder acknowledged by the auctioneer. Please note that when a lot carries a reserve, the reserve is usually somewhere below the low estimate in the catalog. Actual reserve figures cannot be divulged, but we will tell you if an item carries a reserve should you ask.

#### 10. Withdrawal

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

#### 11. Title

A title passes upon the fall of the Auctioneer's hammer. It will then be the responsibility of the buyer to make full payment prior to removing the goods from the premises. It is both the buyer's risk and expense for

removal and must be made at the conclusion of the sale unless other arrangements are made with the Julia's Operations Manager. Please note any lots we might make arrangements for moving or storing are solely at the risk of the owner and any damage or loss occurring after the fall of the hammer becomes that of the buyer.

#### 12. Phone Bids

At the discretion of the auctioneer, phone bidding may be arranged on more expensive items, (i.e. \$500 or more). In order to make arrangements to bid on the telephone at the time a lot is being sold, you must contact our office in advance of the auction. We will make arrangements to call you just prior to the lot being sold so that you may bid over the telephone. There are usually a limited number of phone lines available into the room, so if you wish to bid over the telephone, it is important for you to make your arrangements early. **"Cover-me Bids"**: if you wish to bid by telephone, you might also want to consider a "cover-me bid" at the time you make arrangements for phone bidding. A "cover-me bid" allows your phone contact here at Julia's to still execute a predetermined bid amount for you in the case that they cannot get through to you on the telephone. Your phone agent is the only person who will have this bid and will only use it to bid in the event that he/she cannot reach you. Assuming you are reached via telephone, they would not use your bid, but rely on your verbal instructions. **"Cover-me bids"** are not mandatory, you can place one at your discretion, they are simply a safety device in the event you cannot be reached by telephone in time.

#### 13. Agent Responsibility

If you are registering or executing a bid for someone else under your number, please bear in mind that you are responsible for the settlement of that account with us regardless of whether the person you're executing or registering for pays you or not.

#### 14. Buyer's Premium

Shall be reduced to 15% of the final bid price, to be paid by the buyer as part of the purchase price. This is assuming the account is paid by check, cash or any equivalent of cash. If you settle your account by credit card the buyer's premium then shall be the standard 18% of the final bid price which will be applied to each lot sold to be paid by the buyer as part of the purchase price. Winning bids placed through a third-party online platform may be subject to a higher Buyer's Premium. If the Buyer's Premium set forth on any such platform exceeds the Buyer's Premium set forth herein, Buyer agrees to pay such additional premium charge.

#### 15. Endangered Species Act

The laws of various countries and states regulate the import, export and transport of certain plant and animal items. Julia's has taken steps to ensure that items offered for sale that are covered by the Endangered Species Act (ESA) meet the standards for sale under this Act. Transport of these items may require special permits or licenses for import, export or delivery into certain states. It is the bidder's responsibility to obtain all such licenses or permits. Delay or failure to obtain

any such permit or license does not relieve the buyer of paying for the item and obtaining title to the item. The company makes no representation or warranty and accepts no liability whatsoever to the seller, purchaser or any third party with respect to compliance with the ESA or with respect to the availability or issuance of valid import and export permits.

#### 16. Safety

Neither James D. Julia auctioneers, their consignors, employees or agents warrant the safety or the shootability of any firearm in this catalog. All firearms in this catalog are sold as collector items. If you wish to attempt to shoot them you must have the weapons examined by a competent gunsmith who will test the weapon for its shootability and also to ensure that the caliber of the breech is in fact the caliber that is thought to be. Since all firearms in this catalog are sold as collector items, they are not examined, tested or warranted by James D. Julia's consignor, employees or agents. Please be sure that if you attempt to fire the gun, you have it properly checked for safety by a competent gunsmith.

#### 17. Catalog Symbols

The catalog description may have symbols in front of the title. These symbols indicate additional information on the lot. It is the bidder's responsibility to make sure they are aware of the symbols, their meaning and their ability to take possession of the item. It is the bidder's responsibility to obtain any permits or licenses that may be required to ship the item into their state or country. Failure to obtain such permit or license does not relieve the buyer from paying for the items and obtaining title to the item.

◇ **Import Mark**—The item has been marked as required by US law to be imported into the United States.

\* **Modern Firearm**—This item is a modern firearm as defined by the Gun Control Act of 1968. There are specific rules related to the transfer of these firearms.

\*\* **Class III Firearm**—This lot is subject to the more restrictive approval required by the National Firearms Act. Frequently the approval can take many months to obtain.

\*\*\* **Dealer Sample**—This lot is a Class 3 firearm that can only be transferred to an NFA dealer with proper documentation.

#### 18. Acceptance of Conditions

Bidding on article(s) indicates your acceptance of all of the above terms. Any legal disputes arising from this auction shall be settled in the court system in the State of Maine.

#### 19. Maine Auctioneer Rules and Regulations

The Maine Auctioneer Rules and regulations are regulated by the Maine Board of Licensing of Auctioneers, 35 State House Station, Augusta, Maine 04333. The Maine Uniform Commercial Code, Title 11, Section 2-328 applies to this auction sale. Auctioneer: James D. Julia ME License #AR83; NH License #2511 Mass. License #1406

**Not responsible for typographical errors or omissions.**