

*ONLINE BIDDING TERMS & CONDITIONS*  
*ONLINE ONLY AUCTION - GUNS, AMMUNITION AND MISCELLANEOUS*  
*AUCTION ENDS TUESDAY – JULY 23<sup>RD</sup>, 2019 – 6:00 P.M.*

*AUCTION HAS EXTEND ALL BIDDING FEATURE ON GUN CATALOG*

All bidders must review these Auction Terms and Conditions

1. The property listed and described in the attached list will be offered under the following Terms and Conditions of Sale, which Terms and Conditions of Sale and descriptions of items listed in the Alexander Inventory, may be amended, updated or altered at the time and place of the Auction by the Auctioneer and the Seller.
2. These Terms and Conditions of Sale and any announcements posted on Alexander Auctions & Real Estate **Sales'** website shall be binding on any bidder, whether present, represented by an agent or absentee bidder. Buyers are bound by these Terms and Conditions of Sale.
3. **TERMS OF SALE:** All property is sold "As Is" and "Where Is" and neither Alexander Auctions & Real Estate Sales, the Auctioneer, nor the Seller makes any expressed or implied warranty or representation of any kind or nature with respect to the property being sold. In no event shall Alexander Auctions & Real Estate Sales, the Auctioneer, nor the Seller be responsible for the correctness of or be deemed to have made any representation or warranty of merchantability, fitness for a particular 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 attached list or posted on Alexander Auctions & Real Estate **Sales'** website or in the bill of sale or invoice or elsewhere, whether oral or written, shall be deemed such a warranty or representation or any assumption of liability. Alexander Auctions & Real Estate Sales, the Auctioneer, makes no representation or warranty as to the accuracy of the descriptions or representations which were provided by the Seller and listed on the attached or as to the condition of the item.
4. **CONDITIONS OF ITEMS SOLD:** All information is believed to be accurate, but the Auctioneer shall not be responsible for the correct description, authenticity, genuineness of or defect in any lot, and makes no warranty in connection therewith. No allowances will be made or sale set aside on account of any incorrectness, error in cataloguing or any imperfection not noted. No deduction will be allowed on damaged articles as all goods being exposed for public exhibition are sold "As Is" and without recourse.
5. **In this Auction, "Extend All Bidding" feature applies.** The Extended Feature allows all lots to remain open until there are no more raises in the last 5 minutes.
6. **EXTENDED BIDDING:** Each time a Bid is placed in the final five (5) minutes of the Auction, the Auction ending time will be automatically extended five (5) minutes from the time the bid was placed on each lot. Example: If an Auction is scheduled to end at 6 P.M. and receives a bid a 5:59 PM, the close time of the Auction automatically extends to 6:05 P.M. The auto-extend feature remains active on all lots until no further bids are received within a five-minute time frame.

7. **BUYER'S PREMIUM:**
  - A. A **10% Buyer's Premium** will be added to the final bid of each item to reach the total sales price of the item.
  - B. Credit cards will not be accepted for any amount over \$600.00 for a single item or any invoice with a total of \$600.00 or more before adding the **10% Buyer's Premium**.
  - C. A **13% Buyer's Premium** will be added to the final bid of each item paid for by Visa or Mastercard only.
8. **ONLINE & ABSENTEE BIDDING:** Your credit card will be charged immediately following the Auction for items which credit cards are accepted payment. If your credit card is denied, there will be a \$30.00 charge.
9. **GUNS:** FFL (Federal Firearm License) Law Apply. All Gun Sales are subject to background approval.
10. All Online out-of-state purchases must be transferred to a Federal Firearms Licensed Dealer in their respective state for any firearm. **A signed FFL (Federal Firearm License) must be emailed or mailed with the Purchaser's name. This is because a fax is hard to read and not always clear.**
11. **All handguns purchased Onsite by an out-of-state resident must be sent and transferred to a Licensed FFL Dealer in the state of purchaser's residence.**
12. To be approved as an Online Bidder in this Auction, you must have a valid Visa or Mastercard credit card on file.
13. **PAYMENT:** All purchases must be paid for after the Auction closes Tuesday, July 23<sup>rd</sup>, 2019. Settlement can be paid to Alexander Auctions & Real Estate Sales on-site Wednesday, July 24<sup>th</sup>, 2019, after 1:30 p.m. provided the Auction has closed.
14. All payments must be made in U.S. Currency by cash, wire transfer or personal check with current Letter of Guarantee made to Alexander Auctions & Real Estate Sales or by credit card within the \$600.00 total limit.
15. Bank Letter of Guarantee must be made to Alexander Auctions & **Real Estate Sales and not to "Whom it May Concern"**. Letters must state that your bank or institution will guarantee a check up to \$\_\_\_\_\_ (amount to be inserted). (Do not include amount in your checking account or savings account.) \*\* See Sample Bank Letter of Guarantee **on Alexander Auctions & Real Estate Sales' website.**
16. **BIDDER'S CONTRACT:** The **bidder's contract is entered into between the bidder whose name is registered** and Alexander Auctions & Real Estate Sales. He/She agrees with the Terms and Conditions by registering **for a bidder's number. Additional** Terms, which may be posted or announced from the Auction block, are just as binding as the printed Terms and Conditions.
17. Log-In or Register online at [www.alexanderauctions.com](http://www.alexanderauctions.com). When you register you are agreeing to these Terms and any additional Terms posted on Alexander Auction's website.
18. Purchaser agrees not to stop payment on checks, credit cards or disallow a bank draft. Purchaser is responsible for any expenses due to collection of bad check or non-payment. In the event of non-payment of bad check, the Auctioneer reserves the right to repossess the merchandise involved at any time at your location.

19. The successful bidder not attempting to settle their invoice after the conclusion of the Auction will be considered in default and will be black flagged in our database and in Marknet Alliance. Alexander Auctions & Real Estate Sales reserves the right to sell to the next highest qualified bidder in the event the successful bidder does not comply with the terms of the sale. By bidding on the items in the Auction, the bidder agrees to all terms and conditions set forth. By registering and placing a bid you agree that if you happen to become a default bidder, Alexander Auctions & Real Estate Sales has the right to charge your credit card for the entire balance of your invoice plus any and all costs incurred by the Seller and Alexander Auctions & Real Estate Sales in a subsequent resell of the item(s). If Alexander Auctions & Real Estate Sales is able to sell your item(s) to the next highest qualified bidder at a price lower than the auction high bid price, the default bidder agrees to allow Alexander Auctions & Real Estate Sales to charge their credit card for the difference in their high bid price and the actual selling price to the backup bidder.
20. Any person who registers agrees to be subject to the personal jurisdiction of the State of Tennessee.
21. Bidders agree to be bound by the laws of the State of Tennessee and subject to the courts of Tennessee jurisdiction.
22. Bidders agree that Alexander Auctions & Real Estate Sales has the right to elect the venue (usually a court in specific county) in which all disputes concerning the bidder registration agreement shall be brought.
23. **BIDDING:** Execute your bids at [www.alexanderauctions.com](http://www.alexanderauctions.com). All bids must be raised in increments. Bids cannot be retracted. When you place a bid, the bidder is legally obligated to purchase the item if their bid **is the successful high amount. Bidders may place a "max bid" on any item**, meaning your bid will be automatically raised to the next increment when needed.
24. **BID INCREMENTS:**
- |                           |   |          |
|---------------------------|---|----------|
| \$1.00 to \$200.00        | - | \$ 5.00  |
| \$201.00 to \$600.00      | - | \$ 10.00 |
| \$601.00 to \$1,000.00    | - | \$ 25.00 |
| \$1,001.00 to \$5,000.00  | - | \$ 50.00 |
| \$5,001.00 to \$10,000.00 | - | \$100.00 |
| \$10,001.00 & Up          | - | \$150.00 |
25. All items are considered to be in used condition and are **being sold "As Is"** and **"Where Is" and without** recourse and with no warranty, guaranty as to operating condition, physical condition for a particular purpose or fitness for use and no claim may be made by purchaser relating to the condition or use of articles purchased or for proximate or consequential damages arising there from. You should make an inspection of these items beforehand and be satisfied with their condition.
26. **ADDITION TO OR WITHDRAWAL FROM SALE:** The Auctioneer reserves the right to withdraw from sale any of the items; to sell at this Auction items not listed; to group one or more lots into one or more selling lots or to subdivide into two or more selling lots.
27. Alexander Auctions & Real Estate Sales has full discretion to modify the date and time, order, and details of the Auction for any reason or no reason at all, including but not limited to technical issues, emergencies and convenience of Alexander Auctions & Real Estate Sales or the Seller.

28. In the event that there are technical difficulties related to the server, software or any other online Auction-related technology, Alexander Auctions & Real Estate Sales, MarkNet Alliance and the Seller reserves the right to extend bidding, continue the bidding or close the bidding. Neither the company providing the software nor Alexander Auctions & Real Estate Sales, MarkNet Alliance or the Seller shall be held responsible for a missed bid or the failure of the software to function properly for any reason. Email notifications may be sent to registered bidders with updated information as deemed necessary.
29. When items are subject to **Seller's approval or with reserve, the** Auction Company reserves the right to confirm the sale with the Seller and bid on behalf of the Seller if necessary. Items may have reserves that may not be posted.
30. Description takes precedence over the pictures. Items will be available for viewing on Sunday, July 21<sup>st</sup>, 2019 from 1:30 p.m. to 4 p.m. and Monday, July 22<sup>nd</sup>, 2019 from 2 p.m. to 6 p.m.
31. **CONFIRMATION OF PURCHASE:** Title to item shall pass to the buyer upon the ending time of the Auction, subject to the compliance by the buyer of the conditions of sale. Buyer assumes all responsibility for the item or items after purchase and shall pay the total purchase price. All sales are final. Alexander Auctions & Real Estate Sales and the Seller do not and will not be responsible for or furnish any security for sold items.
32. Bidders who bid off-site and do not preview guns, ammunition and miscellaneous items understand and acknowledge that they may not be able to inspect an item as well as if they examined it in person. It is the **bidder's responsibility** to determine condition, age, genuineness, value or any other determinative factor and place their bid accordingly.
33. The purchaser does hereby acknowledge that the subject property is purchased at public auction and that a prerequisite **to bidding is that all property, whether real or personal, is purchased absolutely "As Is" with** no warranty whatsoever as to the condition of the same.
34. Alexander Auctions & Real Estate Sales is providing internet auction online bidding as a service to the bidder. Bidder acknowledges and understands that this service may or may not function correctly. Under no circumstances shall bidder have any kind of claim against Alexander Auctions & Real Estate Sales or anyone else if the internet service fails to work correctly during the bidding time period.
35. **COMPLIANCE WITH THE TERMS OF SALE:** In default of payment of bills in full within the time announced for this Auction, the Auctioneer in addition to all other remedies allowed by law, may retain all monies received as deposit or otherwise, as liquidated damages. Lots not paid for within the time specified herein may be resold at public or private sale without further notice. Any resulting deficiency together with all expenses and costs of re-sale will be the responsibility of the defaulting purchaser. Each buyer in making a bid does herewith agree to comply with the terms and conditions as herein stated and as otherwise set forth. The failure or default by a successful buyer to fully comply with the terms and conditions herein will be treated as an immediate breach and the deposit as made retained and applied toward any deficit in additional costs or charges as incurred to effect the resale of that property at private or public sale. There shall be no further notice required to the buyer once a default has occurred. The obligation of the buyer shall be for costs as incurred, plus any deficit included arising from the buyer.

36. **WARRANTY:** All items are sold "As Is" and "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 may be new or used. All sales are Final! No returns or charge backs allowed! Returns and charge backs will result in a black flag with Marknet Alliance.
37. **INDEMNIFICATION:** Purchaser shall defend and indemnify and hold Auctioneer and Seller harmless from and against all claims and liabilities relating to the condition of, removal of, or use of the guns, ammunition and other miscellaneous items purchased or failure of user to follow instructions, warnings or recommendations of the manufacturer, or to comply with federal, state, and local laws applicable to such articles, including OSHA requirements or for proximate or consequential damages, costs or legal expenses arising there from.
38. **SHIPPING:** The shipping charges are the responsibility of the winning bidder. The shipping company will vary depending on the items purchased. Either Federal Express, United Parcel Services or the United State Postal Service will be used. **The cost of shipping will be according to the carrier's charges.**
39. **PACKING:** Packing charges are the responsibility of the winning bidder.
40. Shipping and packing charges are charged separately to the credit card on file.
41. **NOTE:** Insurance charges are the responsibility of the winning bidder.
42. If you would like your items to be shipped without insurance, please contact the Auction Company immediately following the Auction.
43. Items will be shipped 7 to 14 working days after payment and the FFL is received. If a firearm is purchased and must be shipped, we must have an **FFL Dealer's License before we can ship any firearm.**
44. **SHIPPING CHARGES:** A \$15 minimum packing charge will be made for guns. A minimum \$5.00 packing fee for ammunition and knives.
45. **REMOVAL:** No item can be removed until total payment price is paid. Purchases paid for in cash may be removed following day after auction closed, Wednesday, July 24<sup>rd</sup>, 2019 between the hours of 1:15 p.m. and 5:00 p.m. Items can be picked up by appointment on site on Thursday, July 25<sup>th</sup>, 2019 between 9:00 a.m. and 4:00 p.m.
46. **SALES TAX:** Sales tax will not be collected in this auction unless Seller is a Dealer and Licensed Dealers are required to provide Alexander Auctions & Real Estate Sales with a copy of your local tax ID number at the time of settlement.  
\*\*See note on **Dealer's guns**
47. \*\* Sales Tax will be collected on **Dealer's guns.** \*\*
48. **INDEPENDENT CONTRACTOR:** The Auctioneer is acting as an independent contractor only and is not responsible for the acts of its principals or sellers.

49. **PERSONAL AND PROPERTY RISK:** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release and indemnify Alexander Auctions & Real Estate Sales, the Auctioneer from liability therefore. Neither Alexander Auctions & Real Estate Sales, the Auctioneer nor his principal or seller shall be liable by reason of any defect in or condition of the premises in which the sale is held.
50. **RECORDS:** The record of sale kept by Alexander Auctions & Real Estate Sales, the Auctioneer and bookkeeper will be taken as final in the event of any dispute.
51. **NOMINAL BIDS:** Any bid which is merely a nominal or fractional advance may be rejected by the Auctioneer, if in his judgement it may affect the sale negatively.
52. Alexander Auctions & Real Estate Sales will not be responsible for any missed bids from any source.
53. During this online bidding Auction process there is a chance that you will be outbid. At that time, you will receive an outbid notification by email. Bidders may also find out if they have been outbid by refreshing the individual lot information. Due to varying internet connection speeds, sometimes email notifications can be delayed. We are not responsible for the failure of any part of the bidding process or internet bidding. Verify that your email address, in your registration profile, is correct and up-to-date.
- If you are bidding against someone who has placed a max bid in the system, the max bid that is placed first will take precedence over a bid placed after. This means that the person who placed the bid first will have the high bid, in the event that the same bid is placed.
54. Your use of this site and bid placement constitutes your acceptance and agreement to adhere to these terms. Please print a copy for your records. All bidders are responsible for reading all Terms and Conditions carefully. Lack of knowledge of Auction Terms and Conditions will not release bidders from their obligations.
55. All bidders acknowledge and accept by signature these Terms and Conditions provided at time of registration by registering for a bid number.
56. Alexander Auctions & Real Estate Sales reserves the right to revise the Terms and Conditions.

## **EXPLANATION OF WAYS TO BID:**

**Maximum Bid:** *The maximum amount you are willing to pay for a lot. Your bid will only increase by the minimum increment, but will automatically rise to your maximum bid as others bid up the lot over time.*

**“Forcing the Bid”** *is a bidding strategy by which a bidder increases the bid by more than the next accepted bid (placing your bid at \$150.00 when the accepted bid is \$50.00). This practice is used by some bidders to discourage others from bidding, in hopes of acquiring an item at a lower price. This prevents someone else from bidding your max bid first.*

*There are many theories on the effectiveness of this practice and a bidder who wishes to apply it does so at their own discretion. The Auction Company will not lower the price of an item that has been won by a “jumped” bid with no other competing bids.*

**Extend All/Dynamic Bidding** *Auctions may extend the bidding time on any lot that gets a bid within a certain amount of time of its scheduled closing time. The Auction will remain open for all lots until no bids are placed in the allotted amount of time. The Auctioneer will determine the number of minutes necessary to activate dynamic bidding ahead of time.*

**VISIT OUR WEBSITE: [www.alexanderauctions.com](http://www.alexanderauctions.com)**

**Alexander**  
**AUCTIONS & REAL ESTATE SALES**  
MARVIN E. ALEXANDER CAI, Auctioneer TL 9; TFL 107  
239 University Street, Martin, Tennessee  
Office: 731-587-4244 ~ Email: [alexanderauctions@frontiernet.net](mailto:alexanderauctions@frontiernet.net)  
Webpage: [alexanderauctions.com](http://alexanderauctions.com)

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