



## Bidding Terms and Conditions



## **December Firearms and Sportsman Auction**

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Online Only Auction

Tuesday, December 3, 2024, at 6 pm

Final Contract to Include a  
18% Buyer's Premium

[www.WiregrassAuctionGroup.com](http://www.WiregrassAuctionGroup.com)

# Wiregrass Auction Group Firearms Terms

## **Auction Dates:**

Bidding starts closing Tuesday, December 3, 2024 at 6:00 PM EST.

Bidding will begin closing on each item at the time specified. The closing time of each lot is subject to Wiregrass Auction Group's internet bidding platforms auto-extend feature. When the time remaining to bid on an item falls below 3 minutes, a new bid being placed on that item will result in the bidding clock being reset to 3 minutes. Auto-extend bidding will continue on an item-by-item basis until such time as no further bids are received. To simplify the bidding process, we encourage bidders to download the Wiregrass Auction Group mobile bidding App, available in the iTunes App Store or on Google Play.

## **Inspection Dates & Times:**

Items in this Auction will be available for inspection by appointment at Wiregrass Auction Group's main office at 13035 US Hwy 319 N, Suite G, Thomasville, Georgia 31757

Appointments are available Monday – Friday from 10:00 AM – 4:00 PM. Please call our office at (229) 890-2437 to schedule your appointment.

To ensure a smooth and efficient inspection appointment, please let our office know which Auction lot numbers you are interested in when you schedule your appointment. For security purpose the entire inventory may not be available for viewing.

## **General Auction Terms:**

This is an online-only auction, by registering to bid on the internet you acknowledge that you have read and understand the terms and conditions of this auction and that you expressly agree to abide by all terms and conditions contained herein.

Wiregrass Auction Group reserves the right to remove or cancel the bids and / or the bidding rights and privileges of any bidder at any time that is deemed to have taken actions not to be in the best interest of the seller.

Wiregrass Auction Group reserves the right to add or remove items from the auction prior to the close of bidding; split or combine lots; add minimum bids or reserve prices.

Wiregrass Auction Group also reserves the right to cancel, suspend, extend or reschedule an individual item and or the entire auction event or to make changes to the auction closing times, inspection times, or removal times.

[www.WiregrassAuctionGroup.com](http://www.WiregrassAuctionGroup.com)



## General Disclaimer of Warranties:

All auction items sell **"as is, where is"** with no guarantees or warranties either expressed or implied by Wiregrass Auction Group. Descriptions of the auction items are believed to be correct and accurate and are provided in good faith but are matters of opinion and not guaranteed by the seller nor Wiregrass Auction Group. The absence of a condition report does not imply an object is free of defects. All items may have normal signs of age and wear commensurate with their age; these issues will likely not be mentioned in the condition report. Please contact Wiregrass Auction Group before the close of the auction to arrange an inspection appointment to answer any questions you may have for yourself. Questions about condition will not be answered after purchase. Condition reports, if any, are provided as a courtesy, and we are not responsible for any errors or omissions.

Bidders must rely solely on their own judgment as to condition, grade, authenticity, and accuracy of descriptions prior to placing a bid. By placing a bid, bidders acknowledge and agree to all terms of the auction and agree not to retract their bid. Bidders that cannot satisfy the terms of the auction should not bid. All auction purchases are considered to have been verified by the bidder as to condition, grade and authenticity prior to the bidder placing their winning bid.

## Buyer's Premium:

For purchasers paying by credit card an 18% Buyer's Premium will be added to your bid price to determine the final sales price of the items purchased.

For purchasers paying by cash, cashier's check or wire transfer a 15% Buyer's Premium will be added to your bid price to determine the final sales price of the items purchased.

No personal or business checks will be accepted:

Sales tax of 7% will also be charged on the final sale price. Dealers buying for resale may be exempt from paying sales tax by providing Wiregrass Auction Group with your sales tax number and executing a sales tax exemption form.

Buyer's Premium Example:

Bid Price:	\$100.00
18% Buyer's Premium	<u>\$ 18.00</u>
Total Purchase Price	\$118.00

The total purchase price is subject to 7% sales tax!

If YOU are certified as the Winning Bidder on a Lot by the Auctioneer, YOU will be contractually obligated to pay the Contract Price for that Lot (including the Hammer Price and the Buyer's Premium); however, title and ownership of the Lot will not pass from the Seller to YOU until payment is made and clears. If YOU fail to pay for your purchase(s) within three days after the Auction, YOU will be deemed to have abandoned any interest in the Lot(s), and the Lot(s) may be re-sold at a subsequent auction. The Auctioneer and/or Seller may, at any time, commence a lawsuit against you for the Contract Price of the Lot(s) (including the Hammer Price and/or the

Buyer's Premium). Additionally, YOU will be liable for any shortfall or deficiency on the re-sale of the Lot(s), plus the costs incurred in connection with re-selling the Lot(s). Under no circumstances will you be entitled to any surplus from the re-sale of any Lot(s).

Wiregrass Auction Group reserves the right to charge the purchasers credit card on file an amount up to the full purchase price plus storage fees for items not paid for and pickup up in a timely manner

In the event the purchasers credit card is declined at the time of purchaser, Wiregrass Auction Group reserves the right to attempt to collect one or more partial payments until payment in full is received.

Declined credit card can result in a buyer being banned from participating in future auction. Non-paying and/or fraudulent bidder names may be shared with other auction companies.

### **Bid Increments:**

Amount Up to:	Bid Increments
\$10	\$1
\$30	\$2
\$100	\$5
\$500	\$10
\$1000	\$25
\$2,500	\$50
\$5,000	\$100
\$999,999	\$250

Wiregrass Auction Group, Inc. reserves the right to adjust the bid increments at any time.

### **No-Charge Back Policy:**

**By registering to bid and/or placing a bid in this auction, you, the bidder, acknowledge and agree that all sales are final. All purchases are non-refundable, and chargebacks are not permitted. Any attempt by the buyer to initiate a chargeback or reversal of payment will be considered a violation of these terms and conditions.**

**In the event of a dispute, the buyer agrees to resolve any claims directly with Wiregrass Auction Group rather than through the financial institution issuing the credit card. By agreeing to these terms, the buyer acknowledges and affirms their understanding that any attempt to circumvent the finality of the sale through chargebacks will be contested, and any associated costs may be pursued legally.**

## **Firearms Terms:**

Wiregrass Auction Group, Inc is a federally licensed firearms dealer in the State of Georgia and will process all firearm transfers in strict accordance with all Federal, State, and local laws. It is your responsibility to check your state and local laws before bidding. Do not bid on items if you are unable to purchase, own or possess a firearm according to your residency laws. If you bid and it is determined that you cannot legally own/accept delivery of your purchases, the bid is still a valid contract, and your invoice must be paid in full.

**Wiregrass Auction Group reserves the right to void any sale of a firearm or ammunition if Wiregrass determines in its sole discretion that the bidder is not legally permitted, licensed or otherwise suitable for the purchase of the item(s).**

**Wiregrass Auction Group, Inc. is acting as Auctioneer / Agent for the sellers / consignors in this Auction and cannot guarantee condition of any firearms, ammunition or other items included in this Auction. All firearms and ammunition are sold as collector lots only. Bidders acknowledge that they are not relying on any representation, warranty, or statement from Wiregrass Auction Group, Inc in bidding or purchasing any items in an auction conducted by Wiregrass Auction Group, Inc. Fitness to fire or otherwise discharge any firearm or ammunition is expressly denied by Wiregrass Auction Group, Inc. Firearms or ammunition should be inspected by a competent gunsmith before attempting to fire. Bidders expressly acknowledge and agree that in no event shall Wiregrass Auction Group, Inc. be liable for any damages including without limitation any compensatory, incidental or consequential damages.**

## **General Checkout and Pickup of Auction Purchases:**

Please be mindful that pickup of items following the auction is often the most stressful time of the auction process. Wiregrass Auction Group personnel will be onsite to facilitate a smooth and orderly pickup. We ask that all purchasers be respectful and realize that the safety and security of your auction purchases is of upmost importance.

Pick-up for items included in this series of auctions will be at 13035 US Hwy 319 N., Thomasville, Georgia, during the following times:

Wednesday, December 4, 2024, from 10:00 AM – 4:00 PM

Thursday, December 5, 2024, from 9:00 AM – 4:00 PM

Pickups will be handled by appointment only. Following each auction, a link to sign up for a pickup appointment will be sent through Shipping Saint. Customers with appointments will take priority over those without appointments. Anyone not having a pickup appointment will be handled as time permits following those with an appointment and will be on a first come first served basis. Wait times can sometimes be long.

NO pickup will be allowed without a PAID IN FULL invoice. Payment can be made Online through the Wiregrass Auction Group App, calling the office at (229) 890-2437, or onsite at time of pickup.

It is the responsibility of the purchaser to pack and remove all items from the auction site. Please bring your own boxes and packing material. Wiregrass Auction Group will not provide assistance with packing, lifting, or loading of items. Wiregrass Auction Group nor the seller will be responsible for any items broken during purchaser's load out.

Any item not picked up in a timely manner may be subject to additional storage fees per item. For any load out / pick-up concerns please contact our office at (229) 890-2437.

### **Firearms Checkout and Pickup of Auction Purchases:**

Wiregrass Auction Group will charge a firearms transfer fee of \$25 per invoice.

1. Federal law requires the registered name of the bidder as shown on the invoice must match the individual who picks up the firearms(s). Any attempt for an individual other than the registered bidder shown on the invoice to accept the transfer is considered a straw purchase and is strictly prohibited by federal law.
2. "Licensed" bidders, i.e. Federal Firearms Licensees (FFLs) or Curio & Relic License holders, must present a valid and signed copy of their license at the time of pickup. Curio and Relic purchases must meet the federal criteria as set forth by the Bureau of Alcohol, Tobacco, Firearms and Explosives (BATF).
3. Georgia residents 21 years of age and older with a valid Georgia Conceal Weapons Permit a valid Georgia Driver's License may take immediate possession of any firearm upon completion of the ATF Form 4473. Georgia residents 18 years old and older may take possession of long guns under the same terms.
4. Georgia residents 21 years of age and older with a valid Georgia Driver's License may take immediate possession of any firearm upon completion of the ATF Form 4473 and successfully passing a criminal background check using the FBI NICS system. Georgia residents 18 years old and older may take possession of long guns under the same terms.  
Most FBI NICS criminal background checks are returned within a few minutes; however approvals can take up to three days. If purchaser is denied by the FBI NCIS criminal background check, no transfer is allowed. Bidders who bid on and win items are fully responsible for payment as set forth in these Terms and Conditions whether they pass the FBI NCIS Criminal Background Check or not. No refunds will be made to purchasers who fail the FBI NCIS Criminal Background Check.
5. Non-Georgia Residents 18 years old and older may take possession of any long gun at pickup upon completion of the ATF Form 4473 and successfully passing a criminal background check using the FBI NICS system. Non-Georgia residents CANNOT take possession of a handgun. All handguns must be shipped to an FFL Dealer in the buyer's resident state. All packing and shipping cost will be the sole responsibility of the purchaser.

### **Shipping of General Auction Purchases:**

Wiregrass Auction Group can pack and ship your purchases at your expense which includes time and materials required to pack and box in addition to the actual cost of shipping. To request shipping, simply chose the shipping option when you receive the pickup scheduling email. Wiregrass Auction Group reserves the right to refuse shipping request.

**Buyer's requiring shipping whose invoice is \$1000 or more will be required to pay their invoice via wire transfer prior to shipping.**

### **Shipping of Firearms Auction Purchases:**

Under Federal Law all firearms that require shipping are required to be shipped directly to a Bureau of Alcohol, Tobacco, Firearms & Explosives licensed FFL dealer within the state of residency of the purchaser for transfer and pickup. For states that allow shipment of Curio & Relic firearms to the Curio & Relic license holder, Wiregrass reserves the right to ship those firearms to the address listed on Curio & Relic license. Purchaser is responsible for all shipping and transfer costs incurred.

A valid and current signed copy of receiving FFL or Curio and Relic license is required before firearms will be shipped. It is the buyer's responsibility to provide a copy of their preferred FFL or Curio and Relic licensee to Wiregrass Auction Group, Inc.

Wiregrass Auction Group will not ship firearms, ammunition, or similar items internationally.

Please see the "Magazine and Ammunition Shipping Restrictions by State" included as a supplement to this document.

### **Failure to Pick-up or Arrange for the Delivery; Abandoned Property; Storage:**

By utilizing Wiregrass Auction Group and making purchase therefore, you expressly agree that any lot(s) purchased by you that are not shipped or otherwise removed from the auction site within 30 days from the appropriate loadout date after the auction will be deemed abandoned to the auctioneer, unless otherwise stated, even if paid for by you. In the event property is deemed abandoned you will give up and waive all rights, title and interest with respect to such lot(s). If abandoned lot(s) are subsequently sold, you will not be entitled to any proceeds from the sale of any such abandoned property. Subject to applicable law, beginning immediately after the auction load out time, and continuing until the removal or other disposition of any lot(s) not picked- up or removed, a storage charge in the amount of ten dollars (\$10) per day, per lot, will accrue. Auctioneer will have a possessory lien against such lot(s) that may be executed on in order to satisfy such storage charges. The auctioneer may commence an action against you for storage fees without executing on a storage lien. By purchasing an item for auction, you waive any and all claims for deficiency, recoupment, setoff, conversion or trover relating to abandoned lots. Wiregrass Auction Group, Inc. Is not responsible for damage occurring after

sale of items, including damages sustained while items are on its property or during load out, and you expressly waive any and claims against Wiregrass Auction Group, inc. Relating to any such damage.

### **Technology Disruptions:**

Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

Failures by Online Auction Platform Provider and its Affiliates or Contractors:

Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

### **Disclosure:**

As detailed in Rule 55-10-.01 (3) of the Georgia Auctioneers Commission: Any auction sale is, without requirement of announcement at any time, presumed to be with reserve unless the property are in explicit terms put up at absolute auction. According to Rule 55-10-.01 (4)(b) Wiregrass Auction Group and our sellers hereby give notice that bids may be made by the seller, or upon the seller's behalf, at any auction with reserve.

### **Consent to Jurisdiction:**

YOU agree that the exclusive jurisdiction of any and all disputes arising out of an auction, purchase or sale of goods as described herein shall be the Superior Court of Thomas County, Georgia. YOU hereby irrevocably waive your right to a trial by jury.

### **Limitation on Liability:**

YOU hereby irrevocably waive any claim for speculative or consequential damages, including, but not limited to, claims for lost profits, loss of opportunity and loss of goodwill.

### **Indemnity and Hold Harmless:**

**YOU hereby agree to indemnify and hold harmless Wiregrass Auction Group, Inc. and its employees, agents and subcontractors for any and all claims, expenses and damages, including without limitation all attorney's fees and legal costs,**



arising out of or pertaining to any claim, lawsuit or dispute relating to or concerning any auction, purchase or sale of goods as described herein.

# Magazine and Ammunition Shipping Restrictions by State

Alaska	No ammunition or primer shipments.
California	<p>No ammunition feeding devices over 10 rounds. No Tracer or Incendiary ammunition.          No threaded pistol barrels.          Ammunition shipments must go to one of the following:</p> <ul style="list-style-type: none"> <li>- A licensed ammunition vendor with a copy of their license on file</li> <li>- A Federally licensed dealer (FFL) with a copy of their license on file</li> <li>- A type 03 FFL (C&amp;R) with a certificate of eligibility (COE) and both licenses on file</li> <li>- A gun range that will keep the ammunition on their premises</li> <li>- A law enforcement agency with written authorization from the head of the agency stating that the ammunition is for official use</li> </ul> <p>* Blank ammunition is excluded and may ship direct *</p> <p>**Note, metal machine gun links are considered "feeding devices" so we cannot ship links of any quantity as they could easily be made into capacities over the limit.</p>
**Marin County**	<i>CCW card must be faxed / emailed (on file) for ammunition purchase as well as the above California requirements.</i>
**San Francisco**	<i>No "prohibited" ammunition (Black Talon or similar brands).</i>
Colorado	<p>No ammunition feeding devices over 15 rounds.</p> <p>**Note, metal machine gun links are considered "feeding devices" so we cannot ship links of any quantity as they could easily be made into capacities over the limit.</p>
Connecticut	<p>For all valid ammunition and magazine purchases one of the following is required:</p> <ul style="list-style-type: none"> <li>- A valid permit to carry a pistol or revolver</li> <li>- A valid permit to sell a pistol or revolver at retail</li> <li>- A valid eligibility certificate for a pistol or revolver</li> <li>- A valid long gun eligibility certificate</li> <li>- A valid ammunition certificate and a legal photo ID that shows date of birth and photograph.</li> </ul> <p>*Some common exemptions from these requirements include state and local law enforcement, military personnel &amp; FFL holders.</p> <p>No ammunition feeding devices over 10 rounds.</p>

Connecticut Continued	<p>**Note, metal machine gun links are considered "feeding devices" so we cannot ship links of any quantity as they could easily be made into capacities over the limit.</p> <p>No .50 caliber Armor Piercing or Incendiary ammo.</p>
Delaware	<p>No ammunition feeding devices over 17 rounds.</p> <p>Some common exemptions from these requirements include concealed carry permit holders, state and local law enforcement, military personnel &amp; FFL dealers.</p> <p>Note, metal machine gun links are considered "feeding devices" so we cannot ship links of any quantity as they could easily be made into capacities over the limit.</p>
Florida	<p>No armor piercing ammo (handgun)</p> <p>No exploding ammunition (any firearm)</p>
Hawaii	<p>No ammunition or primer shipments.</p> <p>No magazines over 10 rounds that are capable of being used in a pistol.</p>
Illinois	<p>Any resident purchasing ammunition must provide the seller with a copy of his or her valid Firearm Owner's Identification Card (FOID) or valid concealed carry license and either his or her Illinois driver's license or Illinois State Identification Card prior to the shipment of the ammunition. The ammunition may be shipped only to an address on either of those 2 documents.</p> <p>No ammunition feeding devices over 10 rounds (Long Gun) No ammunition feeding devices over 15 rounds (Handgun) No .50 BMG caliber ammo.</p>
Maryland	<p>No ammunition feeding devices over 10 rounds.</p> <p>**Note, metal machine gun links are considered "feeding devices" so we cannot ship links of any quantity as they could easily be made into capacities over the limit.</p> <p>Exceptions:</p> <ul style="list-style-type: none"> <li>- A law enforcement officer or a person who retired in good standing from service with a law enforcement agency of the United States, the State, or a law enforcement agency in the State.</li> <li>- FFL - However, these magazines may not be sold to a non-exempt Maryland resident in Maryland.</li> </ul>
Massachusetts	<p>No ammunition.</p> <p>No feeding devices over 10 rounds.</p>

Massachusetts Continued	**Note, metal machine gun links are considered "feeding devices" so we cannot ship links of any quantity as they could easily be made into capacities over the limit.
New Jersey	<p>FPID card or "NJ Permit to Purchase a Handgun" must be faxed / e-mailed. (on file). No ammunition feeding devices over 10 rounds.</p> <p>**Note, metal machine gun links are considered "feeding devices" so we cannot ship links of any quantity as they could easily be made into capacities over the limit.</p>
New York	<p>Ammo shipments must go to an FFL dealer or registered Seller of Ammunition. A copy of the FFL / SoA must be sent to us or already be on file. Please note that a type 03 FFL (C&amp;R) is not valid by itself, you would still need an SoA as well.</p> <p>No ammunition feeding devices over 10 rounds.</p> <p>**Note, metal machine gun links are considered "feeding devices" so we cannot ship links of any quantity as they could easily be made into capacities over the limit.</p>
<i>**New York City**</i>	<i>Magazines and feeding devices prohibited. (Not allowed)</i>
<i>**Buffalo/Rochester**</i>	<i>No ammunition feeding devices over 5 rounds for a rifle.</i>
Rhode Island	<p>No ammunition feeding devices over 10 rounds. Must be 21 to purchase any ammunition.</p> <p>**Note, metal machine gun links are considered "feeding devices" so we cannot ship links of any quantity as they could easily be made into capacities over the limit.</p>
Vermont	<p>No ammunition feeding devices over 10 rounds (long gun) or 15 rounds (hand gun).</p> <p>**Note, metal machine gun links are considered "feeding devices" so we cannot ship links of any quantity as they could easily be made into capacities over the limit.</p>
Washington DC	<p>For all ammunition purchases a valid Firearms Registration Certificate is required.</p> <p>No ammunition feeding devices over 10 rounds.</p> <p>No .50 BMG caliber ammo. No armor piercing ammo.</p> <p>Any ammo component such as cases, primers, powder or bullets is considered to be "ammunition" in Washington DC and thus requires a license as well.</p>
Washington	No ammunition feeding devices over 10 rounds.