

# Australian Fine Arms and Collectables Pty Ltd

## Terms and Conditions

In these terms and conditions Australian Fine Arms and Collectables Pty Ltd ABN: 18 466 030 085 is referred to as Australian Fine Arms, where there is a mention of the auctioneer, the auctioneer is deemed to be an employee of Australian Fine Arms, the person, persons or corporation bidding at an auction is, or are referred to as the 'buyer' and where the word "auction" is mentioned that is an auction conducted by Australian Fine Arms. The owner of the goods being sold and consigned to Australian Fine Arms for that purpose is referred to here as the 'seller' or 'vendor'.

1. Any buyer attending an auction agrees to be bound by the terms and conditions set out here. All goods listed in this catalogue are offered for sale and incur the following Terms & Conditions.
2. Registering as a bidder and bidding in any form on any lots, is automatic acceptance of these Terms and Conditions.
3. At the time of registering, buyer's name, address, contact details, firearms licence, and endorsement details will be recorded and your bidding number issued.
4. Auction attendees may only bid if they have previously registered and have been issued with a bidding number.
5. The description of the goods as set out in any catalogue, published by Australian Fine Arms, is simply meant as a guide as to the description of the goods, their provenance, source, the integrity of the source and/or the integrity of the goods, and hence should not be relied upon, by a buyer.
6. It is the obligation of the buyer to undertake any and all due diligence that the buyer requires, in order to satisfy the buyer as to the veracity or otherwise of the provenance, source of the goods, the characteristic, age, condition and quality of the goods, prior to bidding at the auction. While goods are catalogued with all care, all purchasers including postal bidders must satisfy themselves to the authenticity of any lot and its' description proceed upon their own judgement.
7. The organisers reserve the right to refuse admittance to any individual or group or acceptance of a postal bid.
8. Australian Fine Arms cannot accept any responsibility if goods are not in working order as no internal inspection of mechanisms have been made. If in doubt about the condition or safety of a firearm, consult a gunsmith.
9. German Goods - Due to the large number of reproductions including some from original moulds and dies, no guarantee of authenticity can be given.
10. All lots sold are subject to the right of the seller or their agent to impose a reserve.
11. During the auction, all decisions in relation to any dispute arising in respect of any sale of any goods in that auction, or in respect of any matter, manner or thing, directly or indirectly related to a bid, the manner in which a bid is made, the manner in which a bid is accepted, any dispute in relation to whom has made a bid, or the amount of that bid, or the person, persons and/or entity to whom or which the hammer is dropped, the auctioneer is the final

arbiter, and any decision so made by the auctioneer during the auction in relation to any matter, manner or thing either directly or indirectly related to the operation management, administration, taking of bids, giving of bids, falling of the hammer and the like, shall be that of the auctioneer.

12. A Buyers Premium of 15% plus GST on “buyer’s premium only” will be charged on the hammer price.
  1. Note that the minimum buyer’s commission on any registerable item sold will be \$ 20.00
13. The seller of goods at auction may withdraw any goods from that auction up to the time when invitations are made by the auctioneer for bids in relation those goods. Once the auctioneer requests bids in relation to a lot of which the goods form part, the seller may not withdraw the lot from sale.
14. Only successful bidders will be notified by mail. Successful bidders will be requested to forward by return mail the cost of the lot purchased being the hammer price plus a Buyer’s Premium of 15%, plus GST on “buyer’s premium”, plus the cost of postage, freight and packing. Failing receipt of the money owing, the buyer’s rights will be forfeited, and a cancellation fee will be charged.
15. Auction goods will only be released to successful bidders upon:
  1. Full payment of funds owed for purchase of goods
  2. Provision to Australian Fine Arms of any relevant documentation or evidence as required under State or Commonwealth law for the acquisition, disposal or transfer of licensed or regulated goods
  3. It is the responsibility of all purchasers to obtain the necessary permits to procure before any restricted or registered goods can be uplifted. If you are bidding on parts or components for restricted or registered goods, please ensure you have the appropriate firearms licence endorsements and permits.
16. Lots are at buyer’s risk from the fall of the hammer and are to be taken away at the buyers expense, in default of which the Auctioneer shall not be held liable for any goods lost, stolen, damaged or destroyed as they have been left at the sole risk of the purchaser. All insurance, including in transit, is the responsibility of the purchaser at the fall of the hammer.
18. Bidders who are unable to attend the auction, may submit postal bids for any lot or lots specified using the appropriate Postal Bidding Form. Using the Postal Bidding Form fill in the lot number from the description in the text and the maximum bid for each lot, and send in a sealed envelope, to arrive by 5 p.m. at least 72 hours prior to an auction commencing to:
  - Australian Fine Arms  
P.O. Box 243, Niddrie, Victoria. 3042.
  - or signed scanned email to [info@australianfinearms.com.au](mailto:info@australianfinearms.com.au)Postal bidders should check with AFA prior to the auction to ensure that postal bids have been received.
19. Postal Bidding Forms received after this date and time **will not** be considered for auction bidding. Please ensure that your name, address and contact details are written legibly on the Postal Bidding Form. Postal Bidders Forms must be signed.  
As postal bids come to hand, lot numbers and bids will be noted in order of receipt and if identical bids for any lot are received then the bid that arrived first will take precedence.
20. Prices Realised List will be posted on our website [www.australianfinearms.com.au](http://www.australianfinearms.com.au)
21. Abbreviations used when used & Grades of Condition: exc. excellent condition; vg. very good condition; gwo & cond. good working order and condition; f. fair condition; p. poor condition.