

• OUR • TERMS AND CONDITIONS

Payment Instructions:

Successful bidders will be invoiced thru Proxibid. We accept Visa and Mastercard and Discover Card ONLY over Proxibid. We will not accept checks or money orders. All payments must be the day of the auction. Credit cards will be charged twice. Once for your items and again for shipping the day your items ship. . All Internet Bidding through Proxibid and Icollector is 20%

Currency Type: USD

Shipping Instructions:

All payments must be the day of the auction. Credit cards will be charged twice. Once for your items and again for shipping the day your items ships. All Internet Bidding on Proxibid and Icollector is 20%. In house bidding is 15% with cash or check and 17% with credit card. All State sales tax apply with is 8.356%

All shipping will be done in house-except for large items which are at the buyer's expense. Standard FEDEX rates apply. All Post 1898 handguns must be shipped over night and rifles can be shipped ground unless otherwise specified. ALL shipments of guns must be sent to a licensed firearms dealer in your state of residence. Shipping can take 4 to 8 weeks. Your credit card will be charged the day of shipping. Shipping is the responsibility of the Buyer and the Buyer must make all Shipping and or Delivery arrangements on large items only. We charge you standard FEDEX rates, 5.00 per box fee, and one dollar per hundred for insurance is required.

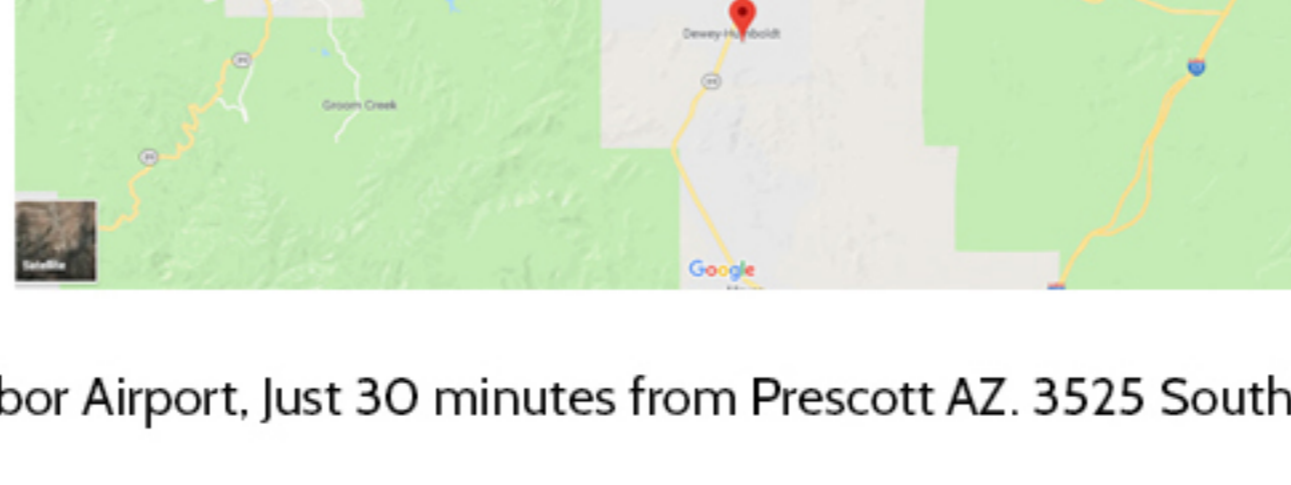
Checkout Date & Times:

Buyer's may check out any time during or after the auction.

Location:

Mailing Address:
P.O. Box
789, Humboldt, AZ 86329

Physical Address:
3525 S. Hwy 69



Driving Directions:
90 minutes north of Phoenix Sky Harbor Airport. Just 30 minutes from Prescott AZ. 3525 South Hwy 69 Humboldt, AZ

Special Terms

1. All items are offered for sale as is, where is and with no special guarantee is made or implied as to condition, authenticity or era of any described items. All items are offered for sale to the highest bidder and the bidders must establish to their own satisfaction the authenticity and condition before bidding. All sales are final, no refunds, no exceptions, NO CHARGE BACKS.

Special clause for California buyers: please check with your state laws. There are several guns in this auction that are legal or illegal in CA however sometimes the magazines or stocks are not. Also please check the CA DOJ website for the roster of handguns certified for sale and the Curio and Relics list. THIS IS YOUR RESPONSIBILITY AS THE BUYER.

The auctioneer or auction house assumes no liability for breakage or damage after the fall of the gavel. The acceptance of a bid by the auctioneer constitutes a legal and binding contract with the buyer and acceptance of the terms and conditions of sale under Arizona state law. If you sign up to bid you are accepting the terms and conditions.

2. All items offered for sale in this auction will be offered for sale by auction only and there are no pre-sales or sales after the said auction what so ever.

3. Arizona State Sales Tax is payable by all buyers liable to tax. It is 8.356% is charged after the buyer's premium is added. All Dealers must provide a valid resale number in the actual Proxibid system, Icollector system, or in house upon registration prior to bidding for Tax Exempt Status. We are unable to change it afterwards.

4. All bids are per number in the catalog and all items will be sold in numerical order only. The auction house reserves right to withdraw any item or lot prior to sale. Absolutely no lots will be broken apart.

5. The highest bidder will prevail. The Auctioneer will regulate the bidding and reserves the right to refuse any bid not believed to be in good faith. Should any disputes arise between bidders, it is the decision of the Auctioneer in the exercise of judgment as to the successful bidder will be final. Additionally, the Auctioneer may re-offer or sell any lot in dispute.

6. Auction sales are strictly for Cash, Credit Card, or Check only we do not accept wire transfers. All Sales are final at the fall of the Auctioneers gavel. A 20% Buyers Premium will be charged on all sales online 15% in house for cash or check and 17% with credit card. We DO NOT ACCEPT CHECKS OR MONEY ORDERS from online customers.

7. The Auctioneer or Auction House assumes no responsibility for errors in the catalog, advertising or on the part of the bidder.

8. All items purchased by the successful bidder must be paid for on the day of the sales unless previous arrangements are made prior to the sale. Purchases not paid for immediately will be BLACK LISTED and never allowed to bid again. Storage will be provided at no charge for 30 days following the sale date on PAID ITEMS ONLY and after that you will be charged storage fees at a rate of \$10.00 per item per day per item, unless prior arrangements have been made.

Shipping is the responsibility of the Buyer and the Buyer must make all Shipping or Delivery arrangements on large items.(This includes items over 50 pounds, delicate items, large mounts, safes etc...) Items will be packed and shipped by us at the Buyer's expense we use FEDEX ONLY and charge a 5.00 dollar box fee per box plus insurance is a dollar per hundred dollars and then you will pay exact FEDEX rates in addition to that.

9. All items for sale at auction are offered "AS IS" and the AUCTIONEER FOR THE AUCTION HOUSE ASSUMES NO LIABILITY FOR BREAKAGE OR DAMAGE AFTER THE FALL OF THE GAVEL. THE ACCEPTANCE OF A BID BY THE AUCTIONEER CONSTITUTES A LEGAL AND BINDING CONTRACT WITH THE BUYER AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF SALE UNDER ARIZONA STATE LAW.

10. All Post 1898 firearms are required to be registered in compliance with both State and Federal laws. Buyers of Post 1898 firearms must complete all necessary registration forms at Reata Pass Auctions, 3525 South Hwy 69 Humboldt, Arizona. Phone 928-632-8000. Arizona Dealers must have in their possession on day of sale, signed copies of their Federal Firearms License in order to accept same day delivery of modern weapons. Shipping for Out-of-State Buyers must be done through the Auction Company and must be shipped to a valid holder of a Federal Firearms License on all modern weapons. Cost of shipping and packing will be at the expense of the buyer. Please have your FFL email info@reatapassauctions.com or fax 928-632-0107 us a copy of their license with the following information NAME AND PADDLE NUMBER. Without this information the item will not ship. The copy must be clear and legible and emailed as a PDF only.

11. No Guarantee as to the operation or firing condition of any weapon offered for sale is made by the Auctioneer. The Auction Company, or affiliates thereof. It is recommended that all weapons bought at auction be checked out by a competent gunsmith prior to attempting to fire them. We use the NRA standard of gun conditions to qualify all of our firearms which is posted in the description.

12. Consignors are not allowed to bid on their own merchandise nor have any agent bid on their behalf. If the Auctioneer recognizes such bidding or is advised of the same, he may withdraw any or all lots consigned by the offender and will publicly recognize that consignor.

13. Auctioneer/Auction House is "NOT RESPONSIBLE FOR ACCIDENTS".

14. Class III designated firearms must be registered in compliance with the NFA registry. A \$200 dollar federal tax payment is required each time a functional NFA firearm or suppressor to or from us. The fee as well as the payment is due at the time of purchase in order to process paperwork. The new owner will be required to complete 3 forms: (1) ATF Form 4, (2) fingerprint card, (3) ATF form 533.20 certificate of compliance. These forms will be provided to you by the auction house. The Chief law enforcement of purchasers municipality signature is required on a form 4. If state of local law requires a permit or license to purchase that also must go with the application. The buyer than mails the paperwork into the ATF. The auction house will then receive one copy of the form 4 back with the tax stamp attached to it. This is then given to the new owner when he or she picks it up.

The following states do not allow individuals to own machine guns:

[California](#) [Hawaii](#) [Illinois](#) [Iowa](#) [New Jersey](#) [Kansas](#) [Maine](#) [Michigan](#) [New York](#) [Rhode Island](#).

Also all funds will be kept by the auction house until the final approval has been received. All payments are due at the fall of the hammer unless otherwise specified. Please be aware of this, most likely the card used during auction registration will be charged for purchases, buyer premium and any other applicable fees. Late payments are subject to fees and penalties at the discretion of the Auction House. Be aware that invoice delinquency WILL lead to disabling of a bidder account and making all bidding unavailable on Proxibid, Icollector, and In house. Payments unpaid or late will result in the account being sent to a collections agency. This can affect your overall credit scores for up to 7 years. Your bidder registration has been researched before approval for bidding at auction. The card provided on file was verified for identity purposes prior to approval. Lastly, chargeback will be not accepted for any reason or on any purchase through Proxibid. No exceptions. ALL SALES ARE FINAL. No exceptions. NO CHARGE BACKS.

It is the Bidder responsibility to determine condition, age, genuineness, value or any other determination factor. The Reata Pass Auctions may attempt to describe the merchandise in advertising, on the Internet and at the auction but makes no representations. In no event shall The Reata Pass Auctions be held responsible for having made or implied any warranty. Bidder shall be the sole judge of value. Bidders who bid from off site and are not present at the live auction or preview 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 Bidders responsibility to determine condition, age, genuineness, value or any other determinative factor. Reata Pass Auctions shall endeavor to describe in detail each item and any pertinent information about it. The Reata Pass Auctions will not be responsible for any errors or omissions in the description of the merchandise unless it is a material and intentional misrepresentation of the item itself. Bidder agrees that everything is sold as is and that they may not return any item they purchase. Reata Pass Auctions is providing Internet bidding as a service to 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 Reata Pass Auctions or anyone else if the Internet service fails to work correctly before or during the auction.

All requests for Refunds must be made within 20 days of the sale date. Therefore it is important that absentee bidders pay for their items in a timely fashion. All requests for refund received after this date will not be considered. Reata Pass Auctions will not be responsible for any missed bids from any source. Internet bidders who desire to make certain their bids are acknowledged should use the proxy-bidding or Icollector feature and leave their maximum bid before the auction begins. Reata Pass Auctions reserves the right to withdraw or re-catalog items in this auction. We move very fast and do not re auction items you might have missed we do not favor in house or online bidders the highest bidder prevails.

In order to insure your bid is received we recommend using the pre-bid feature as our internet is slow. Any questions about an item email us prior to the said auction.

Pre-ban ivory antiques cannot be shipped. Also some animal mounts also cannot shipped due to some state laws so your research prior to submitting a bid. Customers without prior credit approval who intended on making purchases in excess of \$10,000 must provide credit information such as a bank letter of credit prior to bidding.

Reata Pass Auctions recognizes the NRA standard of conditions. NRA MODERN GUN CONDITION STANDARDS:

NEW:
Not previously sold at retail, in same condition as current factory production.

PERFECT:
In New condition in every respect.

EXCELLENT:
New condition, used but little, no noticeable marring of wood or metal, bluing perfect, (except at muzzle or sharp edges).

VERY GOOD:
In perfect working condition, no appreciable wear on working surfaces, no corrosion or pitting, only minor surface dents or scratches.

GOOD:
In safe working condition, minor wear on working surfaces, no broken parts, no corrosion or pitting that will interfere with proper functioning.

FAIR:
In advertisement condition but well worn, perhaps requiring replacement of minor parts or adjustments which should be indicated in advertisement, no rust, but may have corrosion pits which do not render article unsafe or inoperable.

NRA ANTIQUE FIREARM CONDITIONS STANDARDS:

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 re-blued; principal letters, 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 required; metal rusted, cleaned or re-blued; 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.

MAJOR:
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 collector's firearm.