

Terms & Conditions of Sale Los Angeles County Public Administrator Dealer Only Firearms Auction

General Auction Questions: [Email service@cwsmarketing.com](mailto:service@cwsmarketing.com), or call 888-343-1313 x256

Please Note: All persons participating in this sale are responsible to read, understand, and comply with the terms of sale as specified herein and agree to be bound thereby. Only those with a current and valid Federal Firearms License (FFL) will be permitted to complete registration and participate in the auction bidding. Following will be required to be on file with CWS Marketing Group (CWS) prior to bid approval:

1. **Registered Bidders copy of current FFL**
2. **Photo ID of registered bidder**
3. **Any required deposit**

Eligibility of Bidders: Bidders warrant that they are not an employee of the County of Los Angeles Treasurer and Tax Collector, The Public Administrator or CWS Marketing Group, or in any way disqualified to participate in this auction per any written or oral terms and conditions or LA County policies. Only bidders with a valid FFL will be allowed participation in the Public Administrator firearms auctions.

Sale of Firearms: All firearms are offered for sale by the direction of the Probate Court of the state of California on behalf of the Los Angeles County Public Administrator, who is serving as Administrator over the estates represented. All firearms offered for sale come from Los Angeles County estates and not private consignors or businesses. Firearms are only offered for sale to FFL licensees, who are required to abide by all federal, state and local laws pertaining to the purchase, shipment and delivery of firearms. Any and all applicable documentation will be filled with the ATF by the registered FFL Licensee.

Online Bidding: Bidding on all lots in this auction will take place online at cwsmarketing.com

HOW TO REGISTER:

- **Note:** Registration must be completed by 5:00pm the day prior to auction closing
- **Step #1 – Create Account (New Bidders Only):** New bidders please create a CWS bidder account here: [CREATE ACCOUNT](#).
- **Step #2 - Register To Bid:** Click on [REGISTER TO BID](#) next to the specific auction you are interested in.
- **Step #3 - Submit FFL/Deposit/Photo ID Form:** Submit the [FFL Bid Deposit Photo ID Form](#), which includes the \$500 refundable credit card bid deposit and photo ID.
- **Step #4 – Registration Approval:** Please allow up to 24 hours from the completion of Steps #1-#3 for bidding approval.
- **Bidding Approval:** After completing all registration steps, you will see “REGISTRATION PENDING” until you have been approved. If after 24 hours your account still shows as pending, please check that step “#1 Submit Photo ID” has been completed.

- For questions on auction registration, please email registration@cwsams.com or call 855-463-3183 ext. 3.

Buyer's Premium: A 15% Buyer's Premium will be added to the total of all purchases.

Final Payment: Within 48 hours of the close of auction by credit card or bank wire only. A payment invoice will be emailed to your email address on file following the close of the entire auction. Successful bidders are required to make payment on all lots successfully bid on within frame specified.

Refunds: CWS makes no refunds, adjustments, or returns. All purchases are final.

State Sales Tax: Buyers are responsible for all applicable sales tax. Sales tax in the amount of 9.5% is paid at the time of Final Payment. Buyers of coin lots with an invoice totaling \$1,500 or more are exempt from paying sales tax. Only buyers with valid CA resale licenses on file will be exempt from paying sales tax. For information on taxes check with the appropriate state franchise tax board.

Payment Form: Acceptable forms of payment are credit card and bank wire for final payment. VISA, MASTERCARD, AMERICAN EXPRESS and DISCOVER credit cards are accepted. U.S. funds only. Cashier's checks, personal checks, bank letters, debit cards or letters of credit are not accepted. ALL CREDIT CARD RECEIPTS MUST BE IN THE NAME OF THE REGISTERED BIDDER. Credit cards issued to a buyer's spouse will not be accepted for use by the buyer for payment. Any wire transfer fees are the responsibility of Buyer.

Removal:

- Removal is by appointment only. Buyer must email LACountyAuction@cwsams.com to make an appointment.
- Firearms will only be released to registered Bidder or shipped to the address of the registered bidder's address as stated on the Bidder's FFL.
- Removal begins the 2nd business day following the close of the auction and must be completed by 3:00pm pacific time on the third business day from auction closing.
- Buyer is responsible for the removal/shipping of any purchased lots.
 - CWS will arrange shipping on all firearms through a local pack/ship company or a national company of buyer's choice. The cost of the shipping will be paid by the purchaser prior to shipment. The buyer will pay a handling fee in addition to the cost of shipping.

Condition & Description: All known information pertaining to the condition and description of the property has been posted on the website or catalog when available. Bidders may obtain additional information by attending the live preview the day of the sale, if available, and visually inspecting the property. The buyer understands and agrees; (1) that any description or sample of the property/merchandise given or furnished by CWS is derived from records and documents that may be unverified as to accuracy, is solely for identification, and DOES NOT CREATE ANY WARRANTY, expressed or implied, that the property/merchandise actually conforms to such description or sample; (2) all weights, measurements, and descriptions must be considered approximations and do not create any warranty; (3) that the property/merchandise is purchase

and accepted by buyer "AS IS," and "WITH ALL FAULTS." CWS MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL, OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, WEIGHT, MEASUREMENTS, OR OTHER SPECIFICATIONS. Lot numbers are for administrative purposes only and do not describe the property/merchandise. Sale of property will not be cancelled due to bidder misunderstanding, failure to pay attention to the bidding, or inability or failure to inspect property.

Inspection: When a live preview is available, bidders are urged to inspect property/merchandise prior to bidding. Failure to inspect shall not constitute cause for cancellation of sale.

Property/merchandise is available for inspection only at places and times specified by CWS. CWS may, at its discretion, provide photographs, samples, or a video presentation during the sale as a courtesy to bidders. Bidders are warned against bidding on any lot(s) based solely on the sample displayed or on the basis of photographs. CWS makes no warranty in relation to these samples or photographs.

Bidding Details: Once registered, an appropriate deposit has been made, and the bidding for the auction is open, bidders may login and bid. Bid increments are preset amounts and cannot be changed. In the case of technical difficulties, or a change in the auction/lot status, bidders will be notified via email. It is the bidder's responsibility to pay attention to bidding and be aware of any auction update. **Placing A Maximum Bid:** Please be aware that all bids placed are maximum bids. The website will enter the next bid increment and will bid on your behalf up to your set maximum bid by the preset bid increment. Example: The current bid is \$1000 and the bidder enters a maximum bid of \$5000 with a bid increment of \$100. The system will bid one increment (\$1100) until the bidder's "Maximum Bid" is exceeded. If the maximum bid is exceeded, the bidder will be notified by email or text (mobile devices) they've been outbid. Bidders may increase the bid but not lower it. In the case of a tie bid, precedence is given to the earliest bid. **Auction Soft Close:** All lots end with a "Soft Close." A "Soft Close" means if any bid is placed within the last 3 minutes of the close of the auction, the bid will automatically extend the closing time an additional 3 minutes. This feature protects bidders from being outbid without the opportunity to be notified and place another bid before the close of the auction. **Technical Problems and Transmission Issues** CWSAMS has made every reasonable effort to facilitate online bidding. However, it is possible that technical problems and transmission issues may arise and affect the CWSAMS website, bidding system and/or computer or server or your computer, personal device or software which is beyond the control of CWSAMS. By bidding online Bidder acknowledges that CWSAMS is not responsible for technical problems or transmission issues associated with a bid and that, in the event technical problems interfere with or prevent a bid, it may be necessary to withdraw items from bidding due to technical errors or uncontrollable circumstances. Further, in the event of the occurrence of a technical problem during any bid in any auction, CWSAMS in its sole discretion reserves the right to declare an item sold, postpone or cancel the auction, extend the bidding time for this auction and/or re-list the property for auction at another date and time. The decision of CWSAMS on this matter shall be final. Bidder acknowledges that, by bidding in any auction held by CWSAMS, Bidder accepts the terms and conditions of this Disclaimer.

Post Auction Steps: Following are the basic steps once you are awarded a bid following the close of the auction.

1. High-bid email sent to bidder.
2. Final Payment email with instructions sent to buyer.
3. Buyer to make final payment via credit card or bank wire transfer only within 48 hours of close of sale.
4. Payment Receipt, Terms and appropriate sale documents emailed to buyer via DocuSign for signing and return to CWS within 24 hours
5. Buyer makes appointment to pickup property by emailing LACountyAuction@cwsams.com
6. See "Removal" above for removal details.

Title: All property is offered on behalf of the Los Angeles County Public Administrator who has full authority to represent the estates represented and sell property.

Title will be conveyed to the successful registered bidder via the below documents. For a vehicle where the odometer reading is unknown, will be marked, "TMU" True Mileage Unknown. For information on Title Documents please contact CWS at LACountyAuction@cwsams.com, or by calling (855) 463-3183 opt. 3.

- Vehicle & Vessel Titles: Buyers will receive a clear title via LA County and/or court issued documents. In absence of an original Title document, a Request For Duplicate Title will be utilized. Buyers will take title paperwork to their local Dept. of Motor Vehicles to obtain the title to the vehicle.
- Aircraft: Buyers will receive clear title via LA County and/or Court documents and a FAA Bill of Sale, AC Form 8050-2.
- Title documents will be put in the name of the registered bidder or company name only.
- All fees, including past and current registration and smog fees, are the responsibility of the buyer.

Default: Failure to make required payments or property/merchandise removal within time specified shall be deemed forfeiture of any right, title and interest buyer may have acquired in the property/merchandise. Said property/merchandise shall revert and repossess to the County of Los Angeles or the Auction Company without further notice to the buyer and will result in any monies paid being forfeited and the transaction shall be null and void as to buyer. By signing the bidder agreement, the bidder authorizes the auction company to charge the full amount of items bid on to any credit card on file. The buyer further acknowledges that they will not contest any such charges. In the event of non-payment, CWS reserves the right to deactivate bidding accounts and disqualify future auction participation of bidders who do not pay for lots successfully bid on or items or do not pick-up items paid for.

Reserve: The Los Angeles County Public Administrator reserves the right to accept or reject any and all bids. Property/merchandise is offered subject to acceptance of the seller. ALL HIGH BIDS ARE CONTINGENT UPON LOS ANGELES COUNTY APPROVAL.

Addition or Deletion from Sale: CWS reserves the right to withdraw from sale any of the items listed, to sell at this auction items not listed, and to group or subdivide lots. CWS reserves the right to sell all of the items listed in bulk, whenever the best interests of the seller will be served.

Disputes & Rebids: The CWS Sale Manager's decision is final in settling disputes. A bidder's retraction does not revive any previous bid.

Announcements: Announcements made during the online auction process shall take precedence over previous information pertinent to that property/merchandise.