

## Sale Terms and Conditions

### Fred Roberts – English Guns and Cases

#### Statement of Trading

The intending Purchaser is advised to read the following Sale Terms and Conditions including Methodology for Payment and Shipping to fully inform themselves before any purchases are made. All purchases are made pursuant to and in accordance with these terms. Exceptions to the enclosed will only be by written pre-agreement between the Purchaser and the Seller. The enclosed methodology, series of receipts and advice is designed to protect both the Purchaser and the Seller. The emphasis for issuing receipts and paperwork (other than the Purchaser's Import permit) is on the Seller in an attempt to minimize work for the Purchaser. All dealings are on an open book basis and the Purchaser is entitled to all receipts and associated paperwork at any time.

Detailed specification sheets (see Proforma attached), digital photos and Makers records are available upon request. This methodology is intended to allow full disclosure to the intending Purchaser and avoids the normal requirement for "Inspection Privileges" generally offered by Sellers to Purchasers. Export/Import requirements in Australia make Returns a difficult and unviable service and "Return Privileges" are therefore not offered (see Clause 11 below).

#### Methodology for Purchase Payment and Shipping

1. The Purchaser and the Seller agree the value of the item(s) to be purchased singularly or collectively. The country of currency will be agreed between the Parties in writing if other than U.S. (USD), and may or may not include an allowance for freight and insurance.
2. The Seller raises an invoice for the Purchaser for the full amount per clause 1. above detailing the value of each item individually as required and freight and insurance if included. This invoice will be raised within 24 hours of Agreement by the Seller and issued by email/fax, as instructed by the Purchaser.
3. A non refundable deposit of 10% of the agreed value (non refundable except in the case of clause 6 and 11- where the deposit is fully refundable) is required to be paid to the Seller from the Purchaser by way of bank to bank Telegraphic Transfer (electronic wire) within 48 hours of the issue date of the invoice at clause 2 above. Receipt by the Seller of the non-refundable deposit from the Purchaser will initiate the Seller to immediately apply for the requisite Australian Federal Government Export permit from the Department of Defense in Canberra (Australian Capital Territory). This permit normally takes only 48-72 hours to procure but requires the information from the Purchaser as set out in clause 5 below for the Seller to apply in the first instance.
4. A receipt will be issued to the Purchaser from the Seller for the non-refundable 10% deposit by email/fax within 24 hours. See notes 2 and 3 re currencies.
5. The Seller will submit the Export Application in favour of the Purchaser (or their nominated Agent/Broker as advised). The anticipated date of Export, Consignee and/or Agent must be identified as well as whether one or multiple shipments will be required. The Seller if requested will copy this application to the Purchaser.
6. The Purchaser may at any time after the non-refundable deposit (10%) is received by the Seller (and confirmation is given of same as per clause 4 above by way of a receipt issued to the Purchaser) apply for their own Import permits (via Broker/Agent/FFL) as required. Purchasers are advised to make their own inquiries in their home country as to the definition of 'Antiques' or what permits are required to import firearms and what fees and/or taxes are applicable. I.e. In the U.S.A. manufacture dates of 1898 and earlier are considered Antiques by the BATF and therefore do not require an ATF (Import permit). [It is worthy of note that the U.S. Customs Service uses the 100 year rule when determining if duty/taxes are applicable]. A full refund of any and all money paid will be made by the Seller for the Purchasers inability to secure requisite import permits. It is a requirement in Australia that the forwarder (Seller) have a copy of Permission to receive Goods at the receivers' end (Purchaser) from a Federal Authority before they will ship, i.e. If the U.S. is the destination and the firearm is manufactured after 1898 a copy of B.A.T.F.

Permission to Import would be required before the Seller/Freight forwarder would be able to send the item(s) from Australia.

7. The Seller will issue the Purchaser a copy of the Export Permit via email/fax. The balance (90% of the agreed value) of payment is due within 48 hours of issue of notice to the Purchaser that the Export Permit has been procured by the Seller. **Please note that it is also acceptable to pay 100% 'up front' to avoid extra bank charges for the two installments. The time difference between the two payments is generally only 3-4 days in any instance.**

8. Upon receipt of the balance the Seller will issue a receipt/statement to the Purchaser, effecting the passage of ownership to the Buyer (see clause 13).

9. Upon receipt of a copy of "Permission to Import" from the Purchaser, the Seller takes all instructions from the Purchaser with regard to forwarding including time to send, insurance value (if any – see note 3). The Seller forwards items to the freight forwarder under instructions from the Purchaser.

10. Approximately once a week, our nominated Air Freight Forwarder (APC Air Sea and Land) has an Air Carrier (accepting Firearms) to forward the goods.

11. Return Privileges, Ownership Terms and condition are defined as follows:

- a) There is **NO** "inspection" privilege offered by the Seller to the Purchaser.
- b) Only Guns misrepresented or misdescribed have a three (3) day return privilege at the Purchaser's cost for air freighting both ways (including insurance). In this instance the firearm will not have been test fired or disassembled by the Buyer or a third party.
- c) In the case of clause 11b the Purchasers responsibility for the item(s) does not cease until the item(s) are returned in equal condition that they were sent in. At the time of return, the Seller will refund the Purchaser by bank to bank Telegraphic Transfer or Bank Draft as instructed by the Purchaser, the full amount received in Australian Dollars less costs at 11b for initial freight forwarding.
- d) Accuracy, safety, and internal/hidden condition or latent defects that could not be discovered without disassembly or use are not warranted or represented and do **not** constitute a return under clause 11b) above.

12. A consignment number/tracking number and relevant information will be emailed to the Purchaser by the Seller once the freight has been forwarded.

13. Ownership of the firearm(s) by the Purchaser is not effective until all payments subject to these Sale Terms and Conditions have been satisfied and the "Paid in full/Confirmation of Final Payment", Certificate(s) and Ownership transfer has been issued by the Seller. This Ownership Transfer is issued pursuant to final payment for freight and insurance (if any).

#### Notes:

1. All firearms unless otherwise stated are the sole property of Fred Roberts. All firearms are legally registered to Fred Roberts in the state of New South Wales (Australia), and no debts or outstanding monies are due unless otherwise stated. Upon Sale, each firearm will be disposed of via the New South Wales Firearms Registry "Notice of Disposal" System to the Purchaser residing overseas.

2. All prices are in U.S. Dollars (USD) unless otherwise agreed in writing by the Buyer and Seller.

3. All statements/receipts will be issued to the Purchaser from the Seller on an "open book" basis, including;

- a) Initial Invoice stating what is included in the Deal (i.e. all up price or plus freight and insurance) and or 10% down or 100% due as per agreement.
- b) 10% Non-refundable Deposit-exchange amount/rate etc. by way of confirmation of Payment Receipt and statement issued to the Purchaser by Seller.
- c) 90% Balance-as above (or 100% up front option as selected by the Buyer).
- d) Handling/Shipping/Insurance etc-including copies of dockets, consignment notes, fees, Insurance Policy etc. if not included in a).

As a general rule (excluding Insurance) only airfreight is used and the cost of sending gun(s) via Airfreight (APC) is as follows:

<u>1 Gun/Rifle</u>	
-Packing/Delivery to Airport/raising consignment	\$100.00
-Freight forwarder Consignment Bill/raising documentation	\$ 85.00
-Freight (approx.15kg packed weight per gun, which is the minimum charge*)	\$150.00
<u>Total cost for 1 gun</u>	<u>\$335.00 AUD</u>
*\$150 minimum up to 15kg plus \$7.00 per kg thereafter	
 <u>Each addition gun</u>	
-Packing/delivery to airport/raising Consignment	\$ 25.00
-Freight forwarder Consignment Bill/raising documentation	\$ 0
-Freight costs per kilo (as above*)	\$ 105.00 (approx.)
<u>Total per additional gun</u>	<u>\$130.00 AUD</u>

Insurance rates are approximately \$1.00 per \$100.00 of insured value (i.e. 1%).

It is suggested that the Purchaser may raise their own insurance from receiving end via Home and Contents or Marine/transit Insurance Policies and not adding to the cost at the Sellers end. As a general rule (preferred methodology) an amount equal to the above is added to the Purchases price initially to cover a "delivered all up cost ". This is reflected on the initial invoice and there is no more to pay there after.

It is noted that the Purchaser assumes all responsibility for the Purchased items pursuant to the Sellers delivery to the Freight Forwarding Company in Australia. It is therefore important that the Purchaser either insures the item(s) or instructs the Seller to purchase insurance on their behalf to a value nominated by the Purchaser.

5. The Seller has numerous written worldwide references as to business dealings and accurate descriptions and will supply on request.

6. BATF Import permission in the USA may take up to 90 days to procure and therefore it is the Purchaser that determines the date that the items are forwarded and not the Seller (as export documentation is procured very quickly here in Australia).

#### Tips relating to Importation into the USA are as follows:

1. Where an item can be documented to be 1898 or older it can be delivered to your home directly (i.e. no Agent required). **Note:** US Customs may hold the item at the nearest International Airport and you (or an Agent) may have to clear it at this point.
2. If the item is 1899 or newer get an FFL to endorse your ATF-6 application (some will do this for free) and we can again send direct to your home pursuant to receipt of the actual permit.
3. As a general recommendation we suggest that an Agent is engaged to act on your behalf (FFL in the case of U.S.A). The FFL acting as an Agent, procures the Import Permit and also clears and receives freight. Pursuant to this they can forward to the End User. The cost for this service is generally \$250 USD depending on who undertakes this service. If you require an FFL one can be recommended in your area.
4. For individuals: i) Pre 1899 – Antique – No excise/no duty  
ii) Post 1898 – Modern – No excise/there may be duty applicable + sales tax applicable.

*While some FFL Dealers/Agents may insist upon charging excise tax of 11% and duty/sales tax 2-3%, it is our understanding/experience that this is not required as the FFL is only acting as an Agent and is not reselling the item. It is our advice that you make your own inquires re Importation and any additional charges or costs. There are "Antique and Curio" Licenses' available from BATF that may over come the need to use an FFL at all, so long as the item is more than 50 years old. An "Antique and Curio" License allows the end user to endorse the U.S. ATF-6 Import application himself in lieu of FFL.*