

FIREARM CONSIGNMENT AGREEMENT

Consignor (you) agrees to place the item(s) listed on the attached Firearm Consignment Inventory sheet on consignment with Consignee (K3 Commerce LLC, dba "K3 Armory") to attempt to sell them under the terms of this agreement.

CONSIGNOR NAME	PHONE
STREET ADDRESS	EMAIL
CITY / STATE / ZIP	DRIVER'S LICENSE #
NUMBER OF ITEMS CONSIGNED PAYOUT PREFERENCE ☐ BUSINESS CHECK ☐ STORE CREDIT DATE	

CONSIGNMENT FEE: ☐ **15%** Modern, newer firearms ☐ **20%** Vintage, collectible or high-value ☐ Other %

1. OWNERSHIP & EXCLUSIVE RIGHT TO SELL

The Consignor represents that they are the rightful owner of the item(s) and that they are free of any encumbrance. While this agreement is in effect, the Consignor grants K3 Armory the exclusive right to advertise, market and sell those item(s).

2. INSPECTION, LISTING & MARKETING

K3 Armory will inspect and research all items listed to determine basic condition, functionality and an estimated current fair market value, take numerous photographs of each item, write a detailed product description and specifications list, and determine the value/suggested sales price.

Items are offered at K3 Armory's location, on k3armory.com, at suitable trade shows, internet auctions, collector forums, and on numerous online firearm marketplaces.

3. SELLING PRICE & PRICING METHOD

The "selling price" is the amount a Buyer purchases an item for BEFORE taxes, shipping, and insurance are added AND BEFORE additional fees such as listing fees and final value fees, and credit card processing fees are deducted.

Pricing is based on actual market data and recent comparable sales, not original purchase price. A firearm purchased and transferred through an ATF Form 4473 is legally a "used" firearm regardless of condition.

4. PAYMENT TO CONSIGNOR

When the consigned item(s) are sold and final payment is made by the Buyer, all applicable fees and expenses are deducted from the selling price and the Consignor receives the net amount via business check or store credit. Checks may be picked up or mailed to the address above; store credit is issued as a coupon code usable at k3armory.com.

When a Buyer pays by debit or credit card, to comply with our credit card processor's terms we MAY be required to hold payment to the Consignor for up to one hundred and twenty (120) days after the electronic payment is processed, to reduce the risk of fraud and chargebacks.

5. SERVICES INCLUDED & EXCLUDED

Only basic wipe-down cleaning and functional checks are included in this agreement. K3 Armory function checks all firearms but does NOT test fire any firearm. Fees for other services provided or facilitated by K3 Armory

on behalf of the Consignor (detailed cleaning, repair, gunsmithing, professional appraisal, etc.) are additional costs NOT included in the consignment fee, and are provided only when requested by the Consignor for an agreed upon fee.

6. MINIMUM TERM & NOTICE

Because K3 Armory must complete all inspections, prepare the items for sale and advertise them, consigned items will be left with K3 Armory for a minimum of one hundred and twenty (120) days. This agreement continues indefinitely beyond that period unless either party notifies the other of its intent to terminate. As a sale may be pending or an advertisement just placed, the Consignor agrees to give thirty (30) days' notice to have items returned.

7. RETURN OF CONSIGNED ITEMS

If the Consignor decides to have the consigned item(s) returned at any time, Federal and Virginia law require the Consignor to complete all appropriate forms as if purchasing the item(s) new from an FFL dealer - including passing a background and criminal history check prior to retaking possession. A reduced FFL transfer fee of \$10 per item (normally \$40) applies.

If the Consignor is unable to pass the background check, they will have one hundred and eighty (180) days to resolve the issue. If not resolved in that time, the firearm(s) will be considered abandoned and unclaimed and become the permanent property of K3 Armory.

A return fee of up to \$25 per item also applies AT ANY TIME, to cover the time K3 Armory spent to inspect, prepare and list the item. Expenses already incurred by K3 Armory, such as auction listing or advertising fees, are NOT included in that amount and will be billed additionally.

8. RELEASE OF LIABILITY

K3 Armory shall not be liable to the Consignor for any loss or damage suffered to the Consignor's merchandise, including, but not limited to, loss or damage from fire, theft, or other casualty. The Consignor hereby fully releases K3 Armory, their insurance carrier and the property owner from any and all claims of any nature in connection with or arising from the placement of the Consignor's merchandise with K3 Armory.

By signing this form the Consignor expressly agrees that they have read, understand and agree to all of the terms and conditions within this document as well as those described on K3 Armory's website at www.k3armory.com/services/consignment-firearm-sales/

CONSIGNOR – SIGNATURE & PRINTED NAME

DATE

K3 ARMORY REPRESENTATIVE – SIGNATURE & PRINTED NAME

DATE

FIREARM CONSIGNMENT INVENTORY

Attachment to the Firearm Consignment Agreement. Consignor: Date:

FIREARM #1

MAKE / MANUFACTURER	MODEL / SERIES
TYPE (RIFLE / PISTOL / SHOTGUN)	CALIBER / GAUGE
SERIAL #	AGE / CONDITION
PREFERRED SALES PRICE	MINIMUM SALES PRICE
FEATURES / INCLUDED ACCESSORIES / OTHER INFORMATION	

FIREARM #2

MAKE / MANUFACTURER	MODEL / SERIES
TYPE (RIFLE / PISTOL / SHOTGUN)	CALIBER / GAUGE
SERIAL #	AGE / CONDITION
PREFERRED SALES PRICE	MINIMUM SALES PRICE
FEATURES / INCLUDED ACCESSORIES / OTHER INFORMATION	

FIREARM #3

MAKE / MANUFACTURER	MODEL / SERIES
TYPE (RIFLE / PISTOL / SHOTGUN)	CALIBER / GAUGE
SERIAL #	AGE / CONDITION
PREFERRED SALES PRICE	MINIMUM SALES PRICE
FEATURES / INCLUDED ACCESSORIES / OTHER INFORMATION	

FIREARM #4

MAKE / MANUFACTURER	MODEL / SERIES
TYPE (RIFLE / PISTOL / SHOTGUN)	CALIBER / GAUGE
SERIAL #	AGE / CONDITION
PREFERRED SALES PRICE	MINIMUM SALES PRICE
FEATURES / INCLUDED ACCESSORIES / OTHER INFORMATION	