

CONDITIONS OF SALE; WAIVERS OF WARRANTY; LIMITATIONS OF LIABILITY

Registering for and/or placing a bid at auction constitutes the acceptance of and agreement to these **Conditions of Sale; WAIVERS OF WARRANTY; and LIMITATIONS OF LIABILITY** (collectively, the "Conditions of Sale"). These Conditions of Sale are binding and enforceable on all bidders and buyers.

1. WARRANTY WAIVERS; LIABILITY LIMITATIONS. All lots are sold "AS IS, WHERE IS" – WITH ALL FAULTS and WITH NO EXPRESS OR IMPLIED WARRANTIES. No statement or description regarding attribution, authenticity, authorship, character, condition, kind, period, provenance, value, size, or quality of a lot, whether made orally at the auction or at any other time, in electronic messages, online, in writing, or in a catalogue, website, correspondence, advertising, literature, or elsewhere, is or shall be construed to be a guarantee, an express or implied warranty, or assumption of liability, obligation, or responsibility. The bidder or buyer WAIVES any such warranty, WAIVES any warranty of fitness for ordinary use or for any intended use, and further WAIVES any warranty against redhibitory vices and defects, whether latent, hidden, or apparent, and whether imposed by the Louisiana Civil Code or any other applicable statute, law, jurisprudence, or legal authority. The buyer further WAIVES any rights or remedies in redhibition to a return or reduction of the purchase price for any lot, including for any lot with any defect rendering the lot useless, inconvenient, or of diminished usefulness. All sales are final, without exception.

Each bidder and buyer agrees and acknowledges that: (a) the bidder or buyer is not relying on Neal Auction Company's actual, perceived, or expressed skill, expertise, experience, knowledge, or judgment in deciding to purchase any lot; (b) no oral, written, or electronic statement or description in a catalogue, website, correspondence, advertising, literature, or elsewhere regarding attribution, authenticity, authorship, character, condition, kind, period, provenance, quality, size, or value is the cause of or reason behind the buyer's purchase of any lot; (c) the buyer would have purchased any lot regardless of any oral, written, or electronic statement or description about attribution, authenticity, authorship, character, condition, kind, period, provenance, quality, size, or value, made in a catalogue, website, correspondence, advertising, literature, or elsewhere; (d) Neal Auction Company did not know, nor should it have known that attribution, authenticity, authorship, character, condition, kind, period, provenance, size, quality, or expressed value is the cause or reason why the buyer decides to purchase any lot; (e) the buyer's purchase of any lot is not intended to gratify a nonpecuniary interest; (f) Neal Auction Company did not know, nor should it have known, that any oral, written, or electronic statement or description in a catalogue, website, correspondence, advertising, literature, or elsewhere would cause a pecuniary or nonpecuniary loss to any bidder or buyer; (g) the bidder or buyer has had the opportunity prior to bidding to make independent inspections of, and conduct due diligence on, all lots being offered; (h) there is no inspection or examination period after the auction bidding; (i) the bidder's or buyer's failure to be fully informed as to the attribution, authenticity, authorship, character, condition, kind, period, provenance, quality, size, or value of a lot will not be grounds for any reduction of the purchase price or rescission of the sale; (j) Neal Auction Company shall not be liable, obligated, or responsible for the presence of lead-based paint or any other environmental or other hazard of any lot; (k) Neal Auction Company shall not be liable, obligated, or responsible to the buyer as to third parties who may claim rights to or interests in any lot; (l) the buyer is buying at the buyer's sole risk and peril; (m) Neal Auction Company shall not be liable, obligated, or responsible for any errors or omissions in any oral, written or electronic statement or description in a catalogue, website, correspondence, advertising, literature, or elsewhere. Each bidder and buyer WAIVES and RELEASES any and all claims arising out of the matters expressed above. All such waivers, releases, and limitations of liability shall apply to Neal Auction Company and its owners, officers, directors, representatives, insurers, agents, and employees.

2. Fine Art. Subject to the foregoing **Conditions of Sale, WAIVERS OF WARRANTY, and LIMITATIONS OF LIABILITY**, with respect to authorship of works of fine art, the following phrases have the following meanings:

ARTIST - In our qualified opinion, we believe the work is by the artist named.

Attributed to ARTIST - In our qualified opinion, we believe the work may be ascribed to the artist named on the basis of style and period, but our opinion is less certain than in the previous category.

Signed "ARTIST" - In our qualified opinion, the signature, monogram, or other indication of authorship is a signature of the artist.

School of ARTIST - In our qualified opinion, the work is of the period of the artist named, by a student or a follower of the artist, but not by the artist.

Manner of ARTIST - In our qualified opinion, although the work is in the style of the artist named, it is actually of a later period.

After ARTIST - In our qualified opinion, the work is a copy of a known work of the artist named.

Bears signature "ARTIST" - In our qualified opinion, although the work bears the signature or monogram of the artist, the work most likely is not that of the artist.

3. Discretionary Rescission. Notwithstanding the foregoing **Conditions of Sale, WAIVERS OF WARRANTY, and LIMITATIONS OF LIABILITY**, Neal Auction Company may in its sole discretion, but shall not be obligated to, consider any reasonable request for rescission of a sale of a work of fine art on the basis of authenticity of authorship only under the following terms, conditions, and **LIMITATIONS OF LIABILITY**, all of which apply, and the buyer WAIVES and RELEASES any other rights, relief or remedies:

- A. Neal Auction Company shall not grant rescission of any lot identified by the terms "attributed to," "signed," "school of," "manner of," "after," or "bears signature."
- B. Neal Auction Company shall not grant rescission of any lot unless the buyer notifies Neal Auction Company in writing within 25 calendar days from the date of the auction, and returns the lot to Neal Auction Company in the same condition that the lot was in at the time of sale.
- C. Neal Auction Company shall not grant rescission regarding any lot unless the buyer presents to Neal Auction Company a written document signed by a recognized art expert acceptable to Neal Auction Company that the lot in question is a forgery.
- D. Neal Auction Company shall not grant rescission to any person (including but not limited to the original buyer's heirs, legatees, assigns, transferees, or subsequent purchasers) other than the original buyer, and any rights or interests of the original buyer are not transferrable, inheritable, or assignable.
- E. Neal Auction Company shall not grant rescission when: (a) there is a conflict of expert opinion as to the authorship; (b) expert opinion supported authorship at the time of auction, although expert opinion may have changed afterward; and (c) scientific or other tests, examinations, investigations, research, or processes that were unavailable, expensive, or impractical at the time of the auction have revealed since that time that the author, character, condition, kind, provenance, period, quality, or value Neal Auction Company believed to be accurate at the time of sale was inaccurate.

In any dispute between Neal Auction Company and the bidder or buyer regarding authorship of a work of fine art, rescission of the sale and refund of the purchase price paid shall be the buyer's sole recourse or remedy, if

any is available. Neal Auction Company (and its owners, officers, directors, representatives, agents, insurers, and employees) shall not be liable, obligated, or responsible for any damages (including compensatory, general, incidental, consequential, exemplary, or special damages), non-pecuniary losses, costs, expenses, injury, mental anguish, lost profits, attorneys' fees, or any other monetary, declaratory, equitable, or injunctive relief or remedy. The buyer WAIVES and RELEASES any and all such damages, relief, and remedies.

AUCTION BIDDING AND SALE

1. The auctioneer shall have absolute discretion in determining the highest and best bid on each lot. The auctioneer may decide that any original bid is not commensurate with the value of the lot offered, or that any advance thereafter is not of sufficient amount, and the auctioneer may reject or refuse to recognize that bid or advance.
2. At the fall of the auctioneer's hammer, the bidder acknowledged by the auctioneer, whether in person or absentee, thereupon assumes the obligation to pay for the offered lot, and shall pay the full purchase price for the lot, which shall include the hammer price, plus the buyer's premium, and all applicable taxes, charges, and costs.
3. Title to the offered lot shall pass to the bidder acknowledged by the auctioneer upon payment of the full purchase price for the lot, which shall include the hammer price, plus the buyer's premium, and all applicable taxes, charges, and costs. The buyer thereupon assumes full risk, obligation, and responsibility for the lot.
4. At any time before the sale of a lot, Neal Auction Company reserves the right to withdraw the lot or any part of the lot, to combine lots, or to separate items within a lot.
5. No lots will be released before the end of the auction.
6. If the buyer fails to comply with any of these **Conditions of Sale**, Neal Auction Company reserves the right to (a) hold such defaulting buyer liable, obligated, and responsible for the total amount due and to commence legal proceedings to recover the entire amount along with interest, reasonable attorneys' fees, expenses, and costs; (b) charge outstanding amounts to the buyer's credit card; (c) apply any payments to outstanding amounts chosen by Neal Auction Company notwithstanding the instructions of the buyer; (d) cancel the sale, retaining as liquidated damages any payment made by the buyer; (e) resell the lot without reserve at public auction, online-only auction, or privately on seven calendar days' notice to the buyer; (f) enforce specific performance of the sale; (g) require a deposit in future auctions; (h) exclude the buyer from future auctions or bidding on particular lots; (i) exercise the rights and remedies of a person holding security and/or privilege over property in Neal Auction Company's possession, whether by pledge, security interest or any other mechanism, to the full extent allowed under Louisiana law, and Neal Auction Company may hold the property of the buyer as collateral security for the buyer's obligations; (j) and/or take such other actions allowed by law in Neal Auction Company's sole discretion. If Neal Auction Company resells the lot, the defaulting buyer shall be liable, obligated, and responsible for the payment of any deficiency in the purchase price and any damages, including but not limited to all costs and expenses of both sales, such as, by way of example only, storage, handling, insurance, repairs, illustrations, consultations, examinations, moving, shipping, promotions, advertising, reasonable attorneys' fees, commissions, and incidental damages.
7. Virtually all lots offered have been subject to use over a considerable period of time. No mention of cracks, scratches, chips, tears, breaks, weaknesses, or any damages or wear will be included in oral, written, or electronic statements or descriptions in the catalogue, website, correspondence, advertising, or literature. Condition reports may be provided upon request, but condition reports may not mention all cracks, scratches, chips, defects, hazards, tears, breaks, weaknesses, or other damages or wear. Neal Auction Company makes no representations or warranties as to the accuracy or completeness of any information or description in a condition report or elsewhere, whether oral, written, electronic, or online. Neal Auction Company reserves the right to decline to provide a condition report for any specific lot, at its sole discretion.
8. Neither high nor low estimates in a catalogue, website, advertising, correspondence, literature, or elsewhere should be relied on as a representation, prediction, appraisal, guarantee, or warranty that a particular lot will sell for a particular price or that a particular lot has a particular value.
9. Neal Auction Company has absolute discretion to admit a bidder to the auction premises, to expel a bidder from the auction premises, or to refuse a bidder from participating in the auction.
10. Neal Auction Company and its auctioneers shall not be liable, obligated, or responsible for failure to recognize or execute any bids for any reason whatsoever, or for no reason. Bidders and buyers WAIVE and RELEASE any rights to damages, and equitable, declaratory, and injunctive relief arising out of the failure or rejection of any bid, or any errors or omissions relating to the bidding process.
11. Interfering with the auction in any way is prohibited.
12. Bid rigging is strictly prohibited. Any agreement, understanding, or arrangement not to bid against another or otherwise to dampen the bidding is unlawful. The auctioneer reserves the right to bid on behalf of the consignor for the protection of the consignor if this illegal activity by two or more bidders is detected, disclosed, alleged, or suspected.
13. Canvassing or soliciting on the auction premises is prohibited.
14. The auctioneer has the sole discretion as to the increments of bidding, the recognition of any bid, the acceptance of the final bid, and resolving any disputes among bidders.
15. Neal Auction Company represents the consignors only and is not acting as agent or representative of bidders or buyers. The payment of the buyer's premium by the buyer does not indicate a dual agency relationship. Neal Auction Company is to be paid a fee or commission by the consignor pursuant to a separate written agreement between the consignor and Neal Auction Company. The consignor is the seller of the lot sold. Neal Auction Company is the consignment agent or representative, not the seller.
16. The successful bidder is obligated to pay the purchase price in full unless Neal Auction Company has consented in writing at the time of the bidder's registration that the bidder is acting as an agent on behalf of an identified person and that said principal is obligated to pay the purchase price in full. Neal Auction Company reserves the right to require an advance deposit for such bids.
17. Prior to placing any bid, all bidders must complete a standard Neal Auction Company Registration Form in use at the time of the auction.
18. Dealers must provide Neal Auction Company with proper documentation prior to bidding.
19. First time bidders are required to produce a valid state-issued identification card or passport.
20. Bids are required to be made in U.S. dollars.
21. Neal Auction Company may require a bidder or buyer at any time to produce financial, banking, or trade references and information.
22. All bidders are required to provide credit card information (such as but not limited to the type of card, card number, name as it appears on the card, billing zip code, expiration date, and security code).
23. All bidders are required to select, and notify Neal Auction Company of, a method of payment (cash, check, wire, or credit card) in writing at the time of registration.
24. Neal Auction Company reserves the right to describe or to make photographic, video, or audio recordings of the auction, or any part thereof, and to publish such descriptions, photographs and/or recordings.

25. Lots may be offered subject to a reserve, which is the confidential minimum hammer price below which the lot will not be sold, for the protection of the consignor. Such reserve will not exceed the low estimate for the lot. The auctioneer may open the bidding on any lot by placing a bid on behalf of the consignor, auctioneer, or an absentee bidder that is below the reserve. The auctioneer may continue to bid on behalf of the consignor, auctioneer, or absentee bidder up to the amount of the reserve, by placing consecutive bids or by bidding in response to other bidders. Neal Auction Company may sell a lot at a hammer price below the reserve at its discretion, subject to its agreement with the consignor.

ABSENTEE/TELEPHONE/ONLINE BIDS

1. All absentee bids and/or telephone bids must be received by Neal Auction Company by 5 p.m. Central Time the Thursday prior to the auction.
2. All arrangements for bidding should be made as early as possible. Telephone bidding will be taken at the discretion of Neal Auction Company. Each lot must have a minimum low estimate of \$500 for telephone bidding. Absentee bids are accepted for any lots regardless of estimate, at the discretion of Neal Auction Company.
3. Neal Auction Company intends to endeavor to protect the confidentiality of absentee/telephone bids. In the event that the identity of absentee/telephone bidders or buyers or of the amounts of absentee/telephone bids is disclosed, Neal Auction Company shall not be liable, obligated, or responsible for such disclosure, and each bidder and buyer WAIVES and RELEASES Neal Auction Company (and its owners, officers, directors, representatives, insurers, agents, and employees) from any claims arising out of such disclosure.
4. Neal Auction Company reserves the right, in its sole discretion, to require that any advance bids be accompanied by a security deposit.
5. Neal Auction Company shall not be liable, obligated, or responsible for any failure, design flaw, error, act, omission, or negligence of third party sites or their agents. Bidders WAIVE and RELEASE any rights to damages and equitable, declaratory, and injunctive relief and remedies arising therefrom.
6. Prior to placing any absentee, telephone, or online bid, all bidders are required to complete the applicable Registration Form prior to such bidding.
7. In the event of ambiguity, uncertainty, or discrepancy, the lot number and not the lot description on any bid will be deemed to be the lot on which the bid is made.
8. If more than one absentee bid on a particular lot is received with the same maximum bid amount, and that bid amount is the highest and best bid for the lot, the lot will be sold to the bidder whose absentee bid was accepted first by Neal Auction Company after receiving it. If a bid placed on a lot by a bidder who is physically present at the auction is identical to an absentee bid for the lot and is the highest and best bid for the lot, the lot will be sold to the person who is physically present at the auction. If a bid placed on a lot by a bidder who is present at the auction (in person or by telephone) is identical to an absentee bid for the lot and is the highest and best bid for the lot, the lot will be sold to the person who is present at the auction (in person or by telephone).
9. Neal Auction Company reserves the right to record any telephone bidding or conversation relating to said bidding, or any part thereof, and to publish said recordings. By participating in telephone bidding, the bidder consents to such recording and publication, notwithstanding the laws or regulations of the state or jurisdiction of the bidder.

PAYMENT

1. The successful bidder (except a successful online bidder) shall pay a buyer's premium in the amount of 25% of the hammer price on each lot up to and including \$200,000, plus 15% of the hammer price greater than \$200,000. For payments made by cash, check, or wire transfer (except by online bidders) within 15 calendar days of the auction, the buyer's premium will be discounted to 22%.
2. The successful online bidder shall pay a buyer's premium in the amount of 28% of the hammer price on each lot. A discount for payments made by cash, check, or wire transfer is not available for purchases made by online bidders.
3. In the event of any dispute, the Neal Auction Company sale record is conclusive.
4. Unless exempt by law, the buyer will be required to pay Louisiana and local taxes, and, if applicable, any federal luxury or other tax, on the total purchase price.
5. Documentation of tax exemption must be provided upon registration. Billing name and address of a bidder must agree with that on the sales tax exemption certificate.
6. Payment in full of the purchase price must be made by the successful bidder in U.S. Dollars within 15 calendar days of the auction. Interest charges of one and one-half percent per month shall apply to invoices paid after this period expires. Neal Auction Company reserves the right to require payment in full of the purchase price immediately following declaration of the successful bidder.
7. Payment for all jewelry purchases must be made by cash, check or wire transfer.
8. VISA, MasterCard, Discover, and American Express are accepted for payment of invoices (except jewelry) up to \$25,000 per buyer.
9. Checks must be drawn on a U.S. bank. All lots shall be held by Neal Auction Company until the check clears.
10. The buyer's signature on a registration form (or other writing with the buyer's credit card number) gives Neal Auction Company permission to charge the buyer's credit card the full amount of the buyer's invoice if full payment is not received within 15 calendar days of the auction or, in Neal Auction Company's discretion, to charge the buyer's credit card later, with interest at the rate of one and one-half percent per month.

PACKING, MOVING, SHIPPING, AND DELIVERY

Neal Auction Company may furnish information on packers, movers, or shippers for bidders or buyers making packing, moving, shipping, and delivery arrangements, but Neal Auction Company shall not be liable, obligated, or responsible therefore, and buyers retain packers, movers, and shippers at their own risk and peril. Shipping, moving, packing, and delivery arrangements and agreements are strictly between the buyer and the shipper, mover, or packer. Neal Auction Company shall not be liable, obligated, or responsible for any damage to property, including vehicles, or for any personal injuries of buyer or any third parties involved in packing, moving, shipping, or delivery. Buyers WAIVE and RELEASE Neal Auction Company (and its owners, officers, directors, representatives, insurers, agents, and employees) from any and all claims relating to packing, moving, shipping, and delivery of purchased lots, and any damage or injuries to persons or property arising therefrom.

HANDLING AND STORAGE

Unless other arrangements are made and confirmed in writing by Neal Auction Company, all lots must be removed within 15 calendar days of the auction. On the first business day following that time period, any lots remaining in the Neal Auction Company gallery may be turned over to a storage facility, at Neal Auction Company's discretion. The buyer will be responsible for all handling and storage charges. Handling charges shall be a minimum of \$50 per lot. Storage costs shall be a minimum charge of \$50 per month per lot. Storage charges accrue monthly and must be paid in full before any lots purchased by the buyer are released. At its discretion, Neal Auction Company may charge the full amount of any storage and handling charges, on a periodic basis, on the buyer's credit card, including interest at the rate of one and one-half percent per month.

All purchased lots will be handled and stored at the buyer's sole risk and peril. Neal Auction Company (and its owners, officers, directors, representatives, insurers, agents, and employees) shall not be liable, obligated, or responsible for handling or storage, or for any damage to or loss of, any lot after the sale. The buyer WAIVES and RELEASES all such claims against Neal Auction Company (and its owners, officers, directors, representatives, insurers, agents, and employees).

INTELLECTUAL PROPERTY RIGHTS

Neal Auction Company retains the copyright and other intellectual property rights to all photographs, video, illustrations, text, and other works in its catalogue, website, advertising, correspondence, literature, and elsewhere. Such photographs, video, illustrations, text, and other works may not be used, copied, published, exhibited, revised, or displayed without the prior written permission of Neal Auction Company.

Neal Auction Company and the consignor make no representation or warranty that the buyer of a lot will acquire any copyright or other intellectual property right or interest in the lot.

IMPORT/EXPORT

Lots made of or incorporating endangered or protected wildlife materials, irrespective of age or amount of material, may require a license or certificate authorizing export from the United States as well as relevant authorizations from the country of import. It is the responsibility of the bidder or buyer to determine and be satisfied that the requirements of any applicable laws and regulations applying to the transportation, whether international or interstate, can be met before bidding. The inability of a buyer to transport lots containing endangered or protected wildlife material is not a basis for cancellation or rescission of the sale or discount of the purchase price. Although licenses may be obtainable to export certain types of endangered species, some types may not be exported at all, and other types may not be resold in certain states in the United States. Neal Auction Company cannot assist the bidder or buyer in attempting to obtain the appropriate licenses and/or certificates, and bidders and buyers can be given no assurance that an export license or certificate can be obtained. Each bidder should verify with an attorney or qualified shipping company if uncertain as to whether a lot is subject to export/import license and certificate requirements and any other restrictions or prohibitions on the interstate transportation or exportation from the United States. Neal Auction Company (and its owners, officers, directors, representatives, insurers, agents, and employees) shall not be liable, obligated, or responsible for any oral, written, or electronic advice given or representations made by it or by any shipping company, legal counsel, or other person. Buyers WAIVE and RELEASE any and all claims against Neal Auction Company (and its owners, officers, directors, representatives, insurers, agents, and employees) relating to such advice and representations.

MANDATORY AND EXCLUSIVE FORUM SELECTION; CHOICE OF LAW

Any action of any nature brought by a bidder or buyer against Neal Auction Company (and/or its owners, directors, officers, representatives, insurers, and/or employees) and/or the consignor of any lot in any court, whether federal or state, shall be brought exclusively in Orleans Parish, Louisiana. Every bidder and buyer agrees to submit to jurisdiction and venue in federal or state court in Orleans Parish, Louisiana, waives all objections or challenges to such jurisdiction or venue, and waives any rights to jurisdiction or venue in any other forum. Any dispute between the bidder or buyer and Neal Auction Company (and/or its owners, directors, officers, representatives, insurers, and/or employees) and/or the consignor of any lot shall be governed by the law of the State of Louisiana, notwithstanding any conflicts of laws principles.

MISCELLANEOUS LEGAL PROVISIONS

If any part of these Conditions of Sale is held to be invalid, null, or unenforceable, that part shall be reformed so as to implement the intent of the parties as expressed herein, and any such holding shall not affect the remaining provisions of these Conditions of Sale, which shall remain in full force and effect, subject to reformation to implement the intent of the parties as expressed herein.

The paragraph headings contained herein are for convenience of reference only and shall not affect the meaning or interpretation of these Conditions of Sale.

All prior and contemporaneous representations, communications, and agreements, if any, between the bidder or buyer and Neal Auction Company (and any of its owners, officers, directors, representatives, insurers, agents, and employees) relating to any of the lots offered for sale or to the auction or sale are hereby superseded and merged into these Conditions of Sale, which are the entire and only contract between the bidder or buyer and Neal Auction Company relating to the subject matter herein.

Any modifications, amendments, or waivers of these Conditions of Sale must be made in a writing signed by both Neal Auction Company and the bidder or buyer.

In the event of any disputes arising out of the auction or sale of lots or these Conditions of Sale, Neal Auction Company (and its owners, officers, directors, representatives, insurers, agents, and employees) shall not be liable, obligated or responsible for any general, special, exemplary, incidental, or consequential damages (including but not limited to lost profits and attorneys' fees). Every bidder and buyer WAIVES and RELEASES any rights to such damages. This LIMITATION OF LIABILITY does not, and is not intended to, enlarge or expand any rights or interests of a bidder or buyer that are restricted or limited elsewhere in these Conditions of Sale (including but not limited to the WARRANTY WAIVERS and LIABILITY LIMITATIONS set forth herein).

These Conditions of Sale constitute a binding legal contract between Neal Auction Company and each bidder or buyer. Each bidder and buyer acknowledges having read and understood these Conditions of Sale, WAIVERS OF WARRANTY, and LIMITATIONS OF LIABILITY. All bidders and buyers further acknowledge that they enter into these Conditions of Sale of their own free will, with full authority, and under no duress or coercion.