

# GLOSSARY OF TERMS

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

Attributed to George Inness - 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 "George Inness" - In our qualified opinion, the signature, monogram or other indication of authorship is a signature of the artist.

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

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

Bears signature "George Inness" - 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.

**PLEASE VISIT NEALAUCTION.COM TO REQUEST AND VIEW  
CONDITION REPORTS, REGISTER TO BID LIVE ONLINE,  
AND SUBMIT ABSENTEE/TELEPHONE BIDS.**

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Notwithstanding the foregoing **WAIVER OF WARRANTY**, agreements and acknowledgements, Neal Auction Company may in its sole discretion, but shall not be obligated to, consider any reasonable request for rescission of a sale on the basis of authenticity of authorship of a work of art under the following terms and conditions only, all of which must be met:

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**F.** In any dispute between Neal Auction Company and buyer regarding authorship of a work of art, it is stipulated that rescission of the sale and refund of the price paid shall be the buyer's sole recourse or remedy, if any is available, and Neal Auction Company shall not be responsible or obligated for any damages (including compensatory, general, incidental, exemplary or special damages), non-pecuniary losses, costs, expenses, injury, mental anguish, lost profits, attorney's fees, or any other monetary or injunctive relief.

2. The auctioneer shall have absolute discretion in determining the successful bidder. At the fall of the auctioneer's hammer, title to the offered lot will pass to the bidder acknowledged by the auctioneer. The bidder thereupon assumes full risk and responsibility and will pay full purchase price for the said lot.

3. The auctioneer may decide that any original bid is not commensurate with the value of the article offered, or that any advance thereafter is not of sufficient amount, he may reject the same.

4. The auctioneer reserves the right to withdraw any item at any time before the sale of the item.

5. No merchandise will be released before the end of the auction.

6. If the buyer fails to comply with any of the Conditions of Sale, Neal Auction Company reserves the right to hold such defaulting buyer liable for the purchase price; to cancel the sale, retaining as liquidated damages any payment made by the buyer; resell the property without reserve at public auction or privately on seven days' notice to the buyer or, take such other actions available by law as deemed necessary or appropriate. If Neal Auction Company resells the property, the original defaulting buyer shall be liable for the payment of any deficiency in the purchase price and all costs and expenses, including warehousing, the expenses of both sales, reasonable attorneys' fees, commissions, incidental damages and all other charges due hereunder.

7. Virtually all property offered has been subject to use over a considerable period of time. No mention of cracks, scratches, chips or any damages will be included in the catalogue description. Condition reports are available upon request.

## ABSENTEE/TELEPHONE BIDS

1. All absentee bids and/or telephone bids must be in our gallery by 5 P.M. CST 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 the Neal Auction Company. Each item must have a minimum low estimate of \$500.
3. We assume no responsibility for failure to execute bids for any reason whatsoever.
4. We reserve the right to require that advance bids be accompanied by a deposit.

## PAYMENT

1. The successful bidder agrees to 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 within 15 days of the auction, the buyer's premium shall be discounted 3% of this 25%.
2. Online bidding is available at a buyer's premium in the amount of 28% of the hammer price. A cash discount is not available for purchases made online. Neal Auction is not liable for any failure of third party sites. In the event of a dispute, the Neal Auction sale record is conclusive.
3. 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.
4. 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.
5. Payment in full must be made by the successful bidder in US Dollars within 15 days of the auction date. Interest charges will apply to invoices paid after this period expires. We reserve the right to require payment in full of the sales price at the moment of the successful bid.
6. VISA, MasterCard, Discover and American Express are accepted for invoices up to \$25,000 per customer.

## TERMS

Neal Auction has discretion to admit a bidder to the auction premises or refuse participation in the auction. Neal Auction Company requires that the merchandise be held on premises until the check clears or money can be wired into the Neal Auction Company account.

Your signature on this form gives Neal Auction permission to charge your credit card the full amount of your invoice if payment is not received within 15 days of the auction.

## SHIPPING

We will assist buyers in making shipping arrangements by furnishing information on packers and shippers. Handling of purchased items by us is at the risk of the buyer. Final shipping arrangements and agreements are strictly between the buyer and the shipper.

## STORAGE

Unless other arrangements are made and confirmed in writing, all items must be removed within 15 days of the auction. On the first business day following that time period, items remaining in the gallery will be turned over to a storage facility. The buyer will be responsible for handling and storage costs. Handling costs will be a minimum of \$50. Storage rates will carry a minimum charge of \$50 per month per item. All items handled or stored will be at the buyer's risk. Storage charges are accrued monthly and must be paid in full before items are released. We are not liable for any damage to items after the sale.

## RIGHTS

Neal Auction retains the rights to all photographs and all intellectual property in this catalogue. They may not be used without prior written permission.

## IMPORT/EXPORT

Items made of or incorporating endangered or protected wildlife materials, irrespective of age or percentage of material included therein, may require a license or certificate authorizing export from the US as well as relevant authorizations from the country of import. It is the responsibility of the prospective purchaser to determine and be satisfied that the requirements of any applicable laws or regulations applying to the transportation, whether international or interstate, can be met before bidding. The inability of a buyer to transport property containing endangered or protected wildlife material is not a basis for cancellation or rescission of the sale.

Although licenses can be obtained to export some types of endangered species, other 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 purchaser in attempting to obtain the appropriate licenses and/or certificates, and purchasers can be given no assurance that an export license or certificate can be obtained. Please check with a qualified shipping company to if you are uncertain as to whether a lot is subject to these export/import license and certificate requirements, or any other restrictions on its interstate transportation or exportation from the United States.

## MANDATORY AND EXCLUSIVE FORUM SELECTION; AND CHOICE OF LAW

Any action of any nature brought by either party against the other in any court, whether federal or state, shall be brought exclusively in Orleans Parish, Louisiana. Each party agrees to submit to jurisdiction and venue in federal or state court in Orleans Parish, Louisiana, waives all questions of such jurisdiction or venue, and waives any rights to jurisdiction or venue in any other forum. Any dispute between the parties shall be governed by the law of the State of Louisiana, notwithstanding any conflicts of law principles.