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Unless the sale of an article is advertised or announced to be otherwise, each lot is offered subject to the reserve price of the Seller. When an article is sold with reserve, the auctioneer may bid on the Seller's behalf in an amount not to exceed the reserve price.

Payment of funds due Buyer from any other transaction may, at Neale & Sons discretion, be withheld from Buyer and applied to other purchases made by the Buyer. Payment shall be made to Neale & Sons the same day as the sale, no later than 5:00 PM. All payments must be made with good funds which are defined as cash, credit card, cashier's checks, traveler's checks or personal/company check backed by an irrevocable bank letter of guarantee stating the amount to be honored by the bank. Drafts are not acceptable. No article can be removed from the premises before making settlement. Title for any titled article purchased may be withheld until Buyer's funds clear Neale & Sons bank account. All cash payments will be reported to the Federal Government subject to applicable law.

All articles shall be removed from the sale area by the Buyer at Buyer's expense immediately following the sale, and if not so removed, Neale & Sons may remove the article with all costs of moving and storage to be paid by the Buyer.

If any of the terms of sale contained herein, or in any instrument collateral hereto, are not complied with by the Buyer, in addition to other remedies available by law to Neale & Sons and/or the Seller (including the right to hold the Buyer liable for the bid price), Neale & Sons and/or Seller at its option may do either of the following: (1) Cancel the sale and retain as liquidated damages all payments made by the Buyer, or (2) resell the article at a private or public sale for the account of and at the risk of the Buyer, and in such event the Buyer shall be liable for any deficiency plus all costs for such reselling, including moving and storage and the entry fees and commissions for both the first and second sale and all reasonable attorney fees and court costs incurred.

All terms of sale posted on the auction premises, printed in sale brochures, forms, signs, publicly announced, or otherwise published are incorporated herein by reference.

If any check given in payment is dishonored for any reason (including but not limited to insufficient funds, stop payment or the like), Buyer agrees, whether such check is signed by Buyer as maker or endorser, that if such check is placed in the hands of an attorney for collection, to pay all reasonable attorney fees incurred, together with all court costs and associated expenses in the event suit is instituted.

If Buyer sues Neale & Sons and does not prevail, Buyer will reimburse Neale & Sons for all reasonable legal fees and expenses connected with such suit.

Buyer shall pay all city and state sales, use and other taxes assessed, due to or resulting from Buyer's failure to qualify as exempt from such taxes. Buyer also agrees to pay a 17% BUYER'S PREMIUM (2% DISCOUNT equaling 15% BUYER'S PREMIUM will be given for cash, cashier's checks, traveler's checks or personal/company check backed by an irrevocable bank letter of guarantee), and any other applicable fees.