

Welcome to



Ritchie Bros. Auctioneers (ME) Limited

PO Box 16897
Jebel Ali Free Zone, Dubai
United Arab Emirates

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**SITE SPECIFIC TERMS FOR DUBAI, UAE
RITCHIE BROS. AUCTION SITE**

Office / Yard Hours

Monday – Friday: 8 a.m. – 5 p.m.
Closed: Saturdays and Sundays

**** THE AUCTION IS CONDUCTED IN U.S. DOLLARS ****

PAYMENT TERMS

The Purchaser shall make arrangements for payment immediately upon conclusion of the auction for an amount of not less than 25% of the purchase price and the balance of the purchase price within **7 days** after the auction.

Interest of 18% per annum will start accruing on the 8th day after the relevant auction together with any legal and collection costs.

Transaction Fee

Each purchased Lot will be subject to a transaction fee of:

- (a) 15% on all Lots selling for USD 5,000 or less, with a minimum fee of USD 100 per Lot,
- (b) 10% on all Lots selling for over USD 5,000 up to USD 12,000, with a minimum fee of USD 750 per lot,
- (c) 4.85% on all Lots selling for over USD 12,000 up to USD 75,000, with a minimum fee of USD 1,200 per Lot or,
- (d) USD 3,638 on all Lots selling for over USD 75,000.

All bids made are always exclusive of VAT - where applicable - and additional transaction costs.

DOMESTIC BUYER'S METHOD OF PAYMENT:

Wire transfer, manager's cheque or regular company cheques if approved by Ritchie Bros.

NO PURCHASES WILL BE RELEASED WITHOUT PAYMENT AS DESCRIBED ABOVE. PURCHASES PAID BY CERTIFIED CHEQUE WILL BE RELEASED ONCE CHEQUE HAS CLEARED THE BANK.

Payment by cash is *not* acceptable.

INTERNATIONAL BUYER'S METHODS OF PAYMENT:

Accepted method of payment is wire transfer in **USD or AED.**

BOTH DOMESTIC AND INTERNATIONAL BUYERS:

Purchases up to \$10,000 may be paid by Visa or Mastercard at RBAuction.com.

PLEASE NOTE: A service provider fee of 2.95% will apply to all credit card payments.

Bidders deposit requirement at time of bidder registration

Registration Deposits are accepted in US Dollars and United Arab Emirates Dirhams.

Ritchie Bros. Exchange Rate: 1 US\$ = 3.6725 AED

Note: Exchange rate for other currencies except Dirhams will be determined on payment date

✓ **Payment by cash is *not* acceptable.**

✓ Payment by Letter of Credit is *not* acceptable.

✓ Payment by endorsed cheque is *not* acceptable.

Payments from a third-party source will not be accepted unless Ritchie Bros., in its sole discretion and in advance, has been satisfied as to the authenticity of the payment in writing.

Additional documents maybe required as per bank guidelines which the buyer has to provide before the payment can be applied on the purchase invoice.

For all modes of payment, please send a clear copy of proof of payment (swift copy, cheque copy, bank deposit receipt) by email from your email registered with us to dubai_csms@rbauction.com mentioning your invoice number enabling us to follow up with our bank.

For payments by bank transfers or cash deposits in bank/ATM, please make sure that the invoice number is mentioned for the transaction by the bank.

Cash deposits in bank/ATM require at least 1 banking day, cheques require at least 2-3 banking days and bank transfers require at least 3-4 banking days to clear and reflect in our account.

Please confirm with us by email or phone whether payment has been received before arranging to collect the documents/items.

Ritchie Bros. shall not be liable for any payment made by us but not received by you as a result of any actual or potential accidental, unauthorized or unlawful destruction, loss, alteration or unauthorized third-party use of, access to or control of a computer, computer system, data, information or electronic communications network used or managed by, or on behalf of, you or your financial institution.

TRANSFER OF OWNERSHIP

Ownership of Duty Paid items must be transferred to Buyer's name within 14 days after the receipt of payment.

Ownership of Duty Not Paid items must be transferred to the Buyer's name prior to items being picked up.

Please check your invoice name for accuracy.

NAMES ON THE INVOICES CANNOT BE CHANGED. RITCHIE BROS. WILL ISSUE ALL INVOICES & SALES LETTERS ONLY IN THE NAME OF THE PARTY REGISTERED AT THE AUCTION (THE NAME ON THE BIDDER AGREEMENT)

- In case of a buyer selling any of the units bought at the auction to a *Third Party*, it is the Buyer's responsibility to invoice the other party and not Ritchie Bros.

CUSTOMS DUTIES

- 1) ****GCC DUTIES NOT PAID** - Items' purchase amount is followed by asterisk (*) on the invoice

- These items have not been imported into the UAE/GCC.
- Import buyer: Five Percent (5%) is payable to UAE Customs at Jebel Ali Free Zone upon importation into the UAE/GCC.
- Export buyers: Fifteen Percent (15%) is payable to RBA at time of purchase. This deposit will be refunded **ONLY IF** equipment is exported out of GCC within 30 days from date of Export Bill PLUS all proof of export documents are submitted to Customs within 30 days of export of the equipment.
- GCC buyers taking these items by Sea and buyers from Dubai based Free Zone other than Jebel Ali Free Zone are considered as Export Buyers and have to follow the instructions related to export buyers as mentioned above. Such buyers have to inform us about this at the time of registration.

- 2) Items NOT shown as ****GCC Duties Not Paid**** are *UAE Duty Paid* only not GCC Duty Paid.

5% VAT

- VAT will be charged when applicable, according to local regulation.
- VAT Deposit will be charged when deemed necessary.
- Ritchie Bros. shall assess the applicability of VAT on each sale based on representations made by the buyer and the location of the sale. Any subsequent VAT liability assessed in respect of the purchase of the assets by the buyer shall be the responsibility of the buyer.
- **VAT is the RESPONSIBILITY of the BUYER.**

UAE BUYERS

- (a) 5% Value Added Tax (VAT) may apply on all purchases (Duty Paid & Duty Not Paid items).
- (b) Duty Not Paid items may require a payment of additional 5% VAT to Federal Tax Authority or an approval from them on Customs Import Declaration.

GCC BUYERS

- (a) 5% VAT Deposit will be charged as a guarantee on all purchases (Duty Paid & Duty Not Paid items). It will be refunded within 1 month after submitting export proof attested by UAE Customs.
- (b) Duty Not Paid items may require a payment of additional 5% VAT to Federal Tax Authority or an approval from them on Customs Import Declaration. Refund of this amount to be claimed from Tax Authorities directly (Not from Ritchie Bros.).

EXPORT BUYERS

5% VAT Deposit will be charged as a guarantee on all purchases (Duty Paid & Duty Not Paid items). It will be refunded within 1 month after submitting export proof attested by UAE Customs.

CANNOT BE REGISTERED IN GCC COUNTRY, FOR EXPORT ONLY

Lots with the announcement “**Cannot be registered in GCC, for export only**” may have an issue with (for instance) the serial number and therefore may be subject to additional requirements such as a mandatory inspection by the Road and Transport Authority (RTA), all to be arranged by and at the cost of Buyer, in order to verify whether or not the item can be registered within the GCC. Please be advised that additional measures may be needed and that the Lot may not pass RTA inspection and it therefore may not be registerable in GCC and may be subject to export over sea only. Ritchie Bros. make no representation or warranty that the items offered in the auction are importable into any particular country or state or that all the supporting documentation is present.”

TERMS OF SALE

- **Every item sold as is where is.**
- **No guarantees or warranties whatsoever.**
- **Please inspect equipment before bidding.**

Please read the **TERMS OF BIDDING AND SALE**.

The listing catalog has been prepared as a guide only, based on information from the consignor and other sources believed to be reliable but the accuracy thereof is not guaranteed or warranted by the Ritchie Bros.

Inaccuracies in the catalogue or on the Internet will under no circumstances relieve the buyer from responsibilities as accepted under the applicable Terms & Conditions.

Please inspect equipment.

The year stated on certain lots may indicate the year the model was put into service rather than the year the lot was manufactured. The accuracy of Odometers / Hour meters cannot be verified by Ritchie Bros.

NO BIDDING ON BEHALF OF SELLER

All consignors to Ritchie Bros. auctions have agreed by contract not to bid directly or indirectly on any item they have consigned to the auction, and every bidder at a Ritchie Bros. auction has agreed by contract on registering not to bid directly or indirectly on behalf of any owner on any item which the owner has consigned to the auction.

If you are aware of any person contravening the above, we want to know about it right away. Please contact Ritchie Bros. office immediately.

EQUIPMENT REMOVAL

All equipment must be removed within 3 weeks after the relevant auction. Before equipment will be released from the yard all purchases must be paid for in full and a release ticket(s) obtained from the office. Equipment not removed will, at our discretion, either be stored at our facility at a rate of \$ 25 plus VAT per day per lot, or transported to and stored at a third-party facility, all at buyer's expense.

Insurance and removal are the buyer's responsibility.

Yard gates close promptly at 5:00 p.m. Trucks for pick-up must be in the yard 30 minutes before closing.

PLEASE NOTE: This is a **DUTY-FREE ZONE**. The point of sale is Ritchie Bros.' yard and Title in every instance will pass within the Free Zone. All items must be formally cleared. We recommend that you check with the office regarding procedures of clearing/moving your purchases.

It is the Buyer's responsibility to clear purchases from the Jebel Ali Free Zone. Customs Clearance must be received before any items may leave the yard.

Duty, as they may apply, is the Buyer's responsibility.

Ritchie Bros. will not issue, sign or stamp any document/declaration related to conformity, DGR/NON-DGR, Material Safety Data Sheet (MSDS), Asbestos, Quarantine, Safety Certificates, or any other related letter/declaration.

All items become Buyer's responsibility upon acceptance of his bid. There is no security on site and Ritchie Bros. are not liable for any loss or damage to equipment. Please insure your purchases.

Ritchie Bros. requires buyers to clear their purchases through a provider as listed on the list of mandatory Freight forwarders. **Mandatory for all export buyers.**

LIST OF MANDATORY FREIGHT FORWARDERS

High Quality Freight Services LLC

Contact: Mr. Irfan Tel.: +971 (4) 331 0990
Mobile : +971 (55) 944 7855
E-mail : irfan@hi-quality.com

Rais Hassan Saadi

Contact: Mr. Chaitan
Tel.: +971 (50) 651 6972 Mobile: +971 (50) 458 8341
E-mail: rba.projects@raishassansaadi.com

Polaris Shipping & Transport

Contact: Mr. Christopher
Tel.: +971 (4) 355 9778 Mobile: +971 (50) 453 7622
E-mail: ops@polarisdubai.com

Transmarine

Contact: Ms. Cathy
Tel.: +971 (4) 458 0055 Mobile: +971 (50) 262 1711
E-mail: projects@transmarine.co

Fleet Line Shipping Services LLC

Contact: Mr. Peter Mathew Tel.: +971 (4) 355 5562
Mobile: +971 (50) 657 6148
E-mail: shipping-rba@fleetlineshipping.com

NMT International Shipping

Contact: Mr. Anand
Tel.: +971 (4) 448 4330 Mobile: +971 (58) 126 1473
E-mail: ae.sales@nmtshipping.com

Cargotrans Global Forwarding LLC

Contact: Mr. Alexis Danelian
Tel.: +971 (4) 8820811 Mobile: +971 (50) 7553092
E-mail: Alex@ctforwarding.com

Globelink West Star Shipping

Contact: Mr. Shailender Tel.: +971 (4) 397 4400
Mobile: +971 (50) 140 0928

E-mail: shailender@glweststardubai.com

Rhenus Logistics Gulf DWC LLC

Contact: Mr. Jalal Lakis
Tel.: +971 (4) 806 1300 Mobile: +971 (56) 138 6857
E-mail: Jalal.lakis@ae.rhenus.com

Ritchie Bros. Logistics

Team Contact: Mr. Michel Talla
Tel.: +31 168 392 227
E-mail: mtalla@ritchiebros.com

You acknowledge that Ritchie Bros. may decide in its sole discretion to assist in loading or unloading items. You expressly agree to waive, release, defend, indemnify and hold harmless Ritchie Bros. Auctioneers (ME) Limited and its parents, subsidiaries, and affiliates, and their respective officers, directors, and employees from and against any and all claims, actions, losses, injuries, damages, expenses, costs or relief of any nature or kind whatsoever, including without limitation any injury to the Buyer or any other person or any damage to the Buyer's personal property or the property of others, arising in connection with:

- the loading or unloading of item(s), or;
- Buyer's or its transporter's presence on Ritchie Bros.' property, or;
- any of the activities Buyer or its transporter carries out on Ritchie Bros.' property, or;
- any assistance provided to Buyer or its transporter by Ritchie Bros. personnel, or;
- use of Ritchie Bros. equipment, or;
- the transport of item(s) including failure to properly secure item(s), or;
- the breach of any applicable laws such as transport laws and load limits.

Buyer expressly acknowledges and agrees that Buyer will be solely responsible for any injury to Buyer or any other person, fines, or for any damage to Buyer's property or the property of others, caused by this action. Some equipment may require modifications to meet foreign import and safety regulations. To avoid potential problems, please contact your Customs broker or authorities.

LOAD OUT SAFETY REQUIREMENTS

Updated safety requirements are presented to transport drivers upon signing into the yard. All transport drivers must abide by our safety requirements and wear a high visibility vest and safety footwear when outside of their vehicle on Ritchie Bros. Property. Vests are available at the Yard Office for those who do not have one. Ritchie Bros. is committed to continually improving safety awareness at all of our sites.

ENTER AT YOUR OWN RISK

An auction site is a potentially dangerous place. Heavy equipment is operated, there may be flammable, corrosive and pressurized substances present, and electric circuits may be live. Ritchie Bros. is NOT responsible for injuries sustained or damages to or loss of property occurring from any cause whatsoever.

SANCTIONED JURISDICTIONS

In addition to clause 24 of the Buyer Terms, participation from or export to the below jurisdictions is categorically prohibited per Ritchie Bros. policy.

CUBA, SYRIAN ARAB REPUBLIC, IRAN, NORTH KOREA, VENEZUELA, RUSSIA, BELARUS, UKRAINE.

Buyers agree that they shall not export to these jurisdictions and represent, warrant, acknowledge and declare that they are the final recipient of purchased items and have no intention of (re-)exporting any purchases to these jurisdictions.

GROUP BUYING & SELLING OPTIONS

Choice Group

Items are sold in order by lot number. Similar items are sometimes sold as a choice group. The highest bidder on a choice group chooses one or more lots at the

winning bid price. Any remaining lots in the choice group may be offered to the runner-up bidder at the same price, and then to the other bidders at the auctioneer's discretion.

Grouping lots

The auctioneer may group any number of lots at their discretion and offer them together as a single lot, for one price.

ADDITIONAL SERVICES

Ritchie Bros. now offers a range of in-house and partnered services so you can put your purchases to work even faster. For more information on these and other services, ask a Ritchie Bros. representative or visit rbauction.com.

Paint and repair – get quality refurbishment, done on time, at a competitive price in our state-of-the-art facilities.

THANK YOU FOR YOUR VALUED BUSINESS

For a complete list of upcoming auctions and equipment listings see our website at: rbauction.com