

Welcome to

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Ritchie Bros. Deutschland GmbH
Berliner Straße 2
49716 Meppen
GERMANY

Office Hours

Monday – Friday: 8 am – 5 pm

Yard Hours

Monday – Friday: 8 am – 5 pm

**** TRUCKS FOR COLLECTION MUST BE
IN THE YARD BEFORE 15.30 PM ****

SITE SPECIFIC TERMS FOR MEPPEN GERMANY RITCHIE BROS. AUCTION SITE

PAYMENT TERMS

Sales are conducted in EURO.

Purchases must be paid in full within 7 days of the end of the relevant auction.

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

Late Payment Fees will be charged on all purchases not paid in full within 7 days after the auction.

TRANSACTION FEE:

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

- a) 15% on all Lots selling for EUR 5.000 or less, with a minimum fee of EUR 100 per Lot,
- b) 10% on all Lots selling for over EUR 5.000 up to EUR 12.000, with a minimum fee of EUR 750 per lot,
- c) 4.85% on all Lots selling for over EUR 12.000 up to EUR 75.000, with a minimum fee of EUR 1,200 per Lot or,
- d) EUR 3.638 on all Lots selling for over EUR 75.000.

All bids are exclusive of VAT (Value Added Tax) - as applicable - and exclusive of the applicable transaction fees.

DOMESTIC BUYER'S METHOD OF PAYMENT:

Wire transfer and credit/debit card (if available)

No purchases will be released without payment as described above.

INTERNATIONAL BUYER'S METHODS OF PAYMENT:

Wire transfer and credit card

International Buyers may take advantage of Ritchie Bros. Financial Services Currency Exchange to access preferred exchange rates for Ritchie Bros. customers. Please see Additional Services for more information.

BOTH DOMESTIC AND INTERNATIONAL BUYERS:

Payments up to € 10.000 may be paid by Visa or MasterCard at RBAuction.com. Credit card payments made at the auction site are not subject to the € 10.000 limit.

Letters of Credit are NOT acceptable as a method of payment.

We do not accept cash payments at our sale site.

No purchases will be released without full payment.

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.

PLEASE NOTE: A service provider fee of 2,95% will apply to all credit card payments.

Bidders deposit requirement at time of bidder registration.

You are required to place a deposit equalling 25% of the total expected purchases.

NAME ON INVOICES CANNOT BE CHANGED AFTER AUCTION DAY

All bank transfers to be sent to:

HSBC Trinkaus und Burkhardt AG Koenigsallee
21-23, 40212 Duesseldorf IBAN: DE86 3003
0880 0014 5470 29 BIC/SWIFT: TUBDDEDD
Ritchie Bros. Deutschland GmbH

PLEASE IDENTIFY YOUR TRANSFER AS:

'Payment for invoice number: _____'

Equipment will be released after full payment is received. Please contact us before collection to confirm if your payment is received.

Pro-Forma invoices will be provided after the sale. The name shown on your pro-forma invoice is the name that will appear on registration certificates of units you have purchased, as well as, on the VAT invoice. Upon full payment a VAT invoice will be issued. Invoice changes will be charged with a fee.

Names on VAT invoices cannot be changed after sale day.

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 access to, use and/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.

EQUIPMENT REMOVAL

All equipment must be removed within 3 weeks after the relevant auction.

If equipment is not removed within 3 weeks after the relevant auction, the equipment will, at our discretion, either be stored at our facility at a rate of EUR 25.00 per day per lot, or transported to

and stored at a third-party facility, all at buyer's expense.

Items cannot be removed until (1) the entire invoice is paid in full and (2) buyer has no other outstanding balances at Ritchie Bros. or any of Ritchie Bros.'s affiliates; storage fees apply to late removals.

Insurance and removal are the buyer's responsibility.

Buyer must present a valid registration and road insurance for every vehicle that will not be removed by trailer but will travel on public road.

Yard gates close promptly at 5:00 pm. Trucks for pick-up must be in the yard 1,5 hours before closing.

Before equipment will be released from the yard it must be paid for in full and we must receive written authorization for your nominated transport company. All truck drivers must report to the Yard Office and present a copy of their ID or passport. If you have purchased any NON-DUTY-FREE units, custom papers must have been arranged before collection and handed to Ritchie Bros before any item can be released from our yard.

Customers and transport companies are responsible for the load out of their purchased equipment in a timely manner. All drivers need to load the non-stationary units themselves. All stationary units will be loaded by Ritchie Bros. Please make sure that a suitable truck will be send for pick up.

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. Deutschland GmbH 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.

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 improving safety awareness at all our sites.

SALE DAY LOAD OUT PROCEDURE

There will be no stationary load out or forklift assistance until the conclusion of the relevant auction or at the discretion of the Yard Manager. No vehicles or trailers will be allowed in the yard until the conclusion of the relevant auction. Load out of rolling stock will not be allowed until yard management determines it is safe to do so. **Customers will not be able to load out on Sale Day.**

No item will be loaded by Ritchie Bros. employees until the last item has been sold.

Ritchie Bros. will not:

- a) load out equipment nor operate loaders after dusk, nor;
- b) arrange for additional equipment needed for load out.

TERMS OF SALE (SUMMARY)

- **Every item is sold 'as is, where is'.**
- **No guarantees or warranties whatsoever.**

- **Please inspect equipment before bidding.**

Please read **TERMS OF SALE** in this catalogue.

The listing catalogue 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 Ritchie Bros.

Inaccuracies in the catalogue or on the Internet will under no circumstances relieve the buyer from responsibilities accepted by signing the Buyer's Registration Agreement.

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.

Ritchie Bros. does not provide Certificates of Origin.

The auction will be conducted by:
 Ritchie Bros. Deutschland GmbH, Berliner
 Strasse 2, 49716 Meppen
 Trade register # 17856
 VAT ID # DE 811 873 096

MOTOR VEHICLE/REGISTRATION REQUIREMENTS

Lots which have a vehicle registration will be noted in the catalogue as "... Registration". Motor vehicles without registrations will also be noted as NO REGISTRATION. Please check with office if you have any questions.

Motor vehicles without registrations must be removed by trailer.

Please note that Ritchie Bros. has not investigated the genuineness or validity of documents in its possession. You are invited to inspect any available documents prior to purchasing.

Please check your invoice name for accuracy. THE NAME SHOWN ON YOUR INVOICE IS THE NAME THAT WILL APPEAR ON THE REGISTRATION TO ASSETS YOU HAVE PURCHASED

SECOND HAND VEHICLES

Ritchie Bros. Deutschland GmbH will not apply the VAT Margin scheme on the sale of second-hand vehicles sold at our auction. Please note that VAT will be charged on all items, as applicable.

SPECIAL NOTES REGARDING REGISTERED ITEMS

Notice to Buyers Purchasing Registered Items

Please note that an administration charge of € 15 plus VAT and a postage charge € 40 plus VAT per invoice will be applicable for non-German buyers' purchasing items which come with a German Registration.

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 inform us immediately.

IMPORTATION AND RELATED OBLIGATIONS

The visitor of this auction site agrees and undertakes that items purchased for importation into any country will be imported in compliance with the laws and regulations of that country, including, but not limited to, those in respect of manufacturers' approvals or other requirements such as safety, environmental, acoustical, intellectual property and/or local dealers' permissions.

Ritchie Bros. makes no representation or warranty that items offered in the auction are importable into any particular country and does not accept any liability that some items in this auction may not be importable into a particular country. Please check with your own importation specialist prior to bidding.

Bidder acknowledges that some items in the sale may not conform to the terms of the EU Directive

on Machinery as implemented in the National Legislation of the relevant Member Country. Bidder shall determine to its satisfaction as to whether or not any lot is in conformity. Bidder shall export from the EEA or upgrade within six months, any item purchased that is non-confirming and prior to export or upgrading, the item will not be put into or traded. Auctioneers make no representation or warranty that the items offered in the auction are importable into any particular country. Bidder agrees that any item purchased for importation into any country will be imported in compliance with the laws and regulations of that country.

EUROPEAN UNION MACHINERY DIRECTIVE

Effective January 1st, 1995

Bidder acknowledges that some items in the sale may not, or no longer, conform to the terms of the EU Directive on Machinery as implemented in the National Legislation of the relevant Member Country. Bidder shall determine to its satisfaction as to whether or not any lot is in conformity.

Be advised that CE marking is mandatory for certain product groups within the European Economic Area (EEA). Certain items in this auction may require additional CE-marking measures if imported into the EEA. Any items in the sale that are not CE-marked are offered for sale for export outside of the EEA. If any buyer nevertheless intends to sell or use such item within the EEA, buyer will take the necessary measures to certify and/or upgrade the item, if and as required under the relevant European Union Legislation (such as the Machinery Directive) implemented in the national legislation of the relevant member countries. The buyer is responsible for all documentation and costs related to such certification and upgrading. Please contact the manufacturer or his authorized representative within the EU for details.

Be advised that for items in an auction, supporting documentation regarding CE may only be available as mentioned in the "Comes With" part of the lot description.

Announcements regarding CE Certificates will be as follows:

If we have Original CE: ** ORIGINAL CE CERTIFICATE AVAILABLE **

If we have CE Copy: ** CE CERTIFICATE COPY AVAILABLE **

If we do not have Original CE nor Copy: No note.

VAT, EXPORT AND TRANSPORT

VAT

VAT and other DUTIES as they may apply are the BUYER'S RESPONSIBILITY.

German VAT will apply in the following cases:

- a) German registered companies or items that remain in Germany;
- b) EU buyers who fail to provide a valid VAT number and/or EU buyers who fail to provide valid proof of transport (complete CMR) within 90 days after the invoice date;
- c) Non-EU buyers who fail to provide correct and complete Export Documents and confirmation of exit to meppenmail@rbauction.com within the 90 days since invoice date.

VALID PROOF OF TRANSPORT FOR EU BUYERS:

Valid proof of transport for EU buyers: A valid CMR document must mention the full Buyer details in box 1;

Ritchie Bros Deutschland GmbH in box 4; lot number and full lot description in box 6; signature of the receiver in box 24; plus, the rest of the usual information. The Buyer hereby appoints RB Group as its attorney-in-fact with a limited power of attorney to execute on the Buyer's behalf, all transport documents.

IMPORTANT NOTICE FOR NON-EU BUYERS

Official Customs documents provided by the local Customs Authorities. Ritchie Bros. Deutschland GmbH must appear as the exporter on the export document. The lots must be clearly described and identifiable. We require the final proof of export (i.e., "exit confirmation" or "goods departed" confirmation) the intention only is not considered sufficient.

Buyers that will export the goods out of the European Union (non-EU buyers) are **required to engage I.Z.A. - West or any other export agent communicated by Ritchie Bros. Deutschland GmbH as mandatory export agent** and are required to pay a deposit on all items for export bought at the auction. The deposit equals the local standard VAT rate calculated on the purchase price of the equipment. This deposit will be refunded to the nominated bank account of the buyer within ten (10) business days after presentation of Proof of Final Export of all purchased Lots. Non-EU Buyers should provide accurate bank details in order to facilitate timely refund of deposits. You

are not allowed to use Ritchie Bros. Deutschland GmbH to be stated as shipper/sender on the Bill of Lading (B/L) or CMR.

I.Z.A. - West GmbH Internationale Zollagentur

King's-Lynn-Straße 1
46446 Emmerich am Rhein
Deutschland
+49.2822.3006.0
operations-hamburg@customssupport.com

To avoid the VAT deposit for items to be shipped for export, non-EU buyers can engage the services of **RB Logistics**:

RB Logistics

The Netherlands
Tel. +31 168 392200
Fax. +31 168 392250
logistics@rbauction.com

Of course, you are welcome to choose a different shipping company (note: not export agent, which is always mandatory per the above), but please note that we will then have to charge a VAT deposit of 19% on all purchases.

NON-LOCAL EU BUYERS

In accordance with local VAT law, all purchases require payment of local VAT, unless all of the following conditions are met:

1. valid and verified EU VAT identification number of buyer;
2. payment for purchases from a bank, not established in the auction country;
3. transport document (CMR) signed and stamped at destination proving that items have physically left the auction country within ninety calendar days of the auction.

If Ritchie Bros. received a valid EU VAT identification number, initially no local VAT will be charged. In the case that afterwards the above conditions are not met, Ritchie Bros. will charge the standard local VAT rate calculated on the selling price of each duty-free item purchased.

Please note that for EU buyers and Non-local EU buyers VAT will be applied when purchases are in our yard for more than 90 days after the relevant auction.

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.

Transport & Shipment – if you are looking for full-service Transport & Shipping solutions Ritchie Bros. Logistics can provide multiple options.

On-site property Insurance – insure your equipment while it is at the auction site.

Cargo Insurance – protect your equipment against damage or loss while in transit from the auction site. Complete door-to-door coverage, deal directly with the insurance provider.

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

Financing – Choose from *Societe Generale* to buy equipment and trucks for your business. Visit <https://www.rbauction.de/financing> or speak to a Ritchie Bros. Financial Services representative on site.

BID INCREMENT CHART

Bid Range	Min. Increments
Up to €1.500	€100
€1.500 – €10.000	€250
€10.000 – €25.000	€500
€25.000 – €150.000	€1000
€150.000 – €300.000	€2.500
€300.000 – €1.000.000	€5.000
Over €1.00.000	€10.000

ENTER AT YOUR OWN RISK

This 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 Deutschland GmbH 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.

SITE-SPECIFIC TERMS

These Site-Specific Terms should be read in conjunction with the Buyer registration agreement and the applicable Terms & Conditions where these Site-Specific Terms are part of. In the event of a conflict between these Site-Specific Terms and the Terms & Conditions, the Terms & Conditions will prevail. In the event of conflict between the English version of the Site-Specific Terms and this version, The English version will prevail over the German version.

THANK YOU FOR YOUR VALUED BUSINESS

Upcoming Auctions

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