

WELCOME TO



Ritchie Bros. UK Limited
Maltby Colliery, Tickhill Road,
Maltby, Rotherham, S66 7QW
England

Phone: +44 1332 819 700

Office / Yard Hours: Monday – Friday: 8 am – 5 pm

Closed: Saturdays and Sunday

**** TRUCKS FOR COLLECTION MUST BE IN
THE YARD BEFORE 4 PM ****

SITE SPECIFIC TERMS FOR UK & IRELAND RITCHIE BROS. AUCTION SITES

SITE SPECIFIC TERMS

These Site-Specific Terms should be read in conjunction with the [Terms of Bidding and Sale](#) ("Terms of Sale"). In the event of a conflict between these Site-Specific Terms and the Terms of Sale, the Site-Specific Terms will prevail.

TERMS OF BIDDING AND SALE

All bids and purchases are subject to the **Terms of Sale**. Please read the **Terms of Sale** in full on <https://www.rbauction.com/legal-policies/terms-of-sale/latest>

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

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 will under no circumstances relieve the buyer from responsibilities described in the Terms of Sale.

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.

EQUIPMENT REMOVAL

All equipment must be removed within 2 weeks after the date of the relevant auction. Please note that storage fees will apply to any late removals.

If equipment is not removed within 3 weeks after the date of the relevant auction, the equipment will, at our discretion, either be stored at our facility at a storage fee available at <https://www.rbauction.com/buying/buyer-fees> per day per lot, plus VAT, or transported to and stored at a third-party facility, all at buyer's expense.

Items will not be released for removal until (1) full payment of the applicable invoice has been received, and (2) you have settled all outstanding balances with Ritchie Bros. and any of its affiliates.

Insurance and removal are the buyer's responsibility.

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

The yard is closed on Saturdays and Sundays.

Before equipment is released from the yard, your appointed transport company must present a copy of the fully paid invoice and QR Code sent by e-mail. All truck drivers must report to the Yard Office and present a copy of their ID or passport.

To schedule a collection appointment, please visit the Ritchie Bros. Scheduling and Booking Website at the following link: **Ritchie Bros. Auctioneers | Scheduling and Booking Website**. You will be able to select a convenient time slot for collection—either 30-minute or 1-hour intervals.

Please note that all collections are strictly subject to acceptance of the "Waiver, Release and Indemnity", available at the following link: <https://book.ritchieappointments.com/v2/#page/waiver-release-and-indemnity>. Collection will not be permitted without your prior agreement to these terms.

Buyer is responsible for the loading of their purchased lot in a timely manner. All drivers need to load the non-stationary units themselves. Please make sure that a suitable truck will be sent for pick up.

You acknowledge that Ritchie Bros. may decide in its sole discretion to assist in loading. You expressly agree to waive, release, defend, indemnify and hold harmless Ritchie Bros. UK 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 a property where purchased items are stored for loading, or;
- any of the activities Buyer or its transporter carries out on a property where purchased items are stored for loading, 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 its unloading and transport of items.

MOTOR VEHICLE/REGISTRATION REQUIREMENTS

Registrations will be given to the driver upon collection.

Please note that Ritchie Bros. has not investigated the genuineness or validity of documents in its possession. You are invited to review any available documents prior to purchasing. Lots which have a vehicle registration will be noted in the catalogue. Please check with our office if you have any questions.

Note: Ritchie Bros. does not provide nor prepare Safety Certificates, EUR1 Documents, or any other similar documents.

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.

SPECIAL NOTES REGARDING REGISTERED ITEMS

Please note that a documentation fee available at <https://www.rbauktion.com/buying/buyer-fees> plus VAT per invoice will be applicable for buyers purchasing items which come with a registration, if any administration process becomes necessary for processing registration paperwork.

LOAD OUT SAFETY REQUIREMENTS

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.

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.

No item will be loaded by Ritchie Bros. employees until the auction event is complete and the items are fully paid for. Ritchie Bros. will not:

- a) load out equipment or operate loading machinery after dusk; or
- b) arrange for additional equipment or personnel to assist with load out unless such arrangements have been made and confirmed in advance.

OUT OF HOURS DELIVERIES

An out-of-hours delivery procedure is available at this Yard, and drivers are solely responsible for conducting the unloading process in a safe and competent manner. The availability of this procedure is conditional upon the driver being adequately qualified and capable of unloading the items delivered. Ritchie Bros. UK Limited shall not be liable for any loss or damage incurred during out-of-hours deliveries.

PAYMENT TERMS

The Sales are conducted in POUND STERLING (£).

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

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 available at <https://www.rbauction.com/buying/buyer-fees>

All bids are exclusive of VAT - as applicable - and exclusive of the applicable transaction fees.

Domestic buyer's method of payment: Wire transfer, debit card and credit card.

International buyer's methods of payment: Accepted methods of payment include wire transfer, debit card 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](https://www.rbauction.com). Credit card payments made at the auction site are not subject to the £10,000 limit.

All payments must be made from a bank account or credit card held in the name of the registered buyer. 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.

We do not accept cash payments.

No purchases will be released without full payment.

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

Registration to bid is free of charge. You may be required to pay a refundable bid deposit, please check <https://www.rbauction.com/buying/bidding-limits-and-deposits>.

NAME ON INVOICES CANNOT BE CHANGED AFTER AUCTION DAY

All bank transfers are to be sent to:

Account & beneficiary Name: Ritchie Bros. UK Limited
HSBC UK Bank PLC
130 New Street, Birmingham B2 4JU

IBAN:GB45 HBUK 4011 1875 6773 43
BIC/SWIFT code: HBUKGB4B
Sort code: 40-11-18

Account: 75677343

Please identify your transfer as:

"Payment for buyer nr: _____, Invoice number _____"

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

Proforma invoices will be provided after the sale. The name shown on your proforma 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.

Between you and us, you are solely responsible for any misdirected payments (payments made by you but not received by us or vice versa) by reason of any unauthorized third party use of, access to, or control of any information system or device or electronic communications network used or managed by, or on behalf of, you or your financial institution. We will not be held liable for any alleged damages or losses arising out of or relating to any of the foregoing events regardless of legal theory or ground.

VAT, EXPORT AND TRANSPORT

VAT

Value Added Tax (VAT) will apply in the following cases:

- Locally registered companies or items that remain in the country.
- Non-UK buyers who fail to provide correct and complete Export Documents to Ritchie Bros. within the 90 days since invoice date.

VALID PROOF OF TRANSPORT FOR UK BUYERS:

Valid proof of transport for UK buyers: A valid transport document or CMR (for international transport) must mention the full Buyer details in box 1; Ritchie Bros. 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 Ritchie Bros. UK Limited as its attorney-in-fact with a limited power of attorney to execute on the Buyer's behalf, all transport documents.

VALID PROOF OF TRANSPORT FOR EXPORTATION:

Official Customs documents must be provided by the corresponding Customs Authorities. The corresponding Ritchie Bros. company 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.

All exports (out of the United Kingdom and European Union) for non-UK buyers must be processed through our authorised export agent. You are required to select both a freight forwarder and an export agent in accordance with the options set out below. Depending on your choice, the requirement to pay a VAT deposit may vary.

You may choose from the following shipment options:

1. **RB Logistics:** Should you appoint RB Logistics as your freight forwarder, RB Logistics will also arrange for the export documents. In this case, no deposit will be required.

RB Logistics

The Netherlands

Tel. +31 168 392200

Fax. +31 168 392250

E-mail: logistics@rbauction.com

2. **Preferred Shippers:** Should you appoint a designated Preferred Shipper as your freight forwarder, the appointed Preferred Shipper will also arrange for the export documents. In this case, no deposit will be required. Please contact us at +44 1332 819 700 for more information regarding the Preferred Shipper or directly with the Preferred Shippers below:

AP Shipping Ltd

Address: 65 Oxford Street

Entrance via Cumberland Street

Hull

East Yorkshire

HU2 0QP

E: info@apshipping.co.uk

T: +44 01482 877078

RV Shipping Ltd.

14 Wilkinson Business Park

Clywedog Road South, Wrexham

United Kingdom, LL13 9AE

Ben Walker

T: +44 (0) 7891 183775

E: enquiries@rvshipping.co.uk

3. **Third-Party Shippers:** Should you appoint a third-party freight forwarder of your choice (not listed above), either RB Logistics or the Preferred Shipper must still generate and handle all export documentation required. In this case, a deposit will be required.

Deposit for VAT: The deposit equals the local standard VAT rate calculated on the purchase price of the equipment. This deposit will be refunded to the bank account of the buyer within 10 business days of (timely) providing us with the required proof of final export for all exported lots. Where requested, Buyer should confirm accurate bank details for the account from which the original deposit payment was made, in order to facilitate timely refund of deposits. Refunds will not be made to third-party bank accounts. Please note that if we do not receive final proof of export within 90 days of the auction date, we will not be able to refund deposits for VAT and you will need to apply to HM Revenue & Customs (HMRC) for a refund.

The export agent is responsible for handling all Customs formalities and coordinating export documentation. You are required to provide all necessary information and documents requested by the export agent in a timely and accurate manner.

Failure to comply with these requirements may result in delay, additional charges, or refusal to release the lot(s) for export.

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

SECOND-HAND VEHICLES

Ritchie Bros. UK Limited 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.

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

Bonded Yard: The auction is conducted in a bonded yard. Certain items identified in the sale day listing catalogue, or otherwise announced at the auction, as "*Non Duty Free Circulation EU/UK*" have not been entered into the United Kingdom for customs purposes.

It is the purchaser's responsibility to satisfy requirements of any kind in respect to the importation of any items into the United Kingdom. Such responsibility includes compliance with the laws and regulations of the United Kingdom including payment of taxes and duties, obtaining proper approvals, and complying with any other requirements. The buyer will engage with its own broker. Ritchie Bros. will not charge VAT on these lots if properly cleared. Nominal documentation charges to the buyer for clearing the Bonded Yard will apply.

Those items that have not been imported into the United Kingdom and are, therefore, not exempted from UK duty and will be identified in the catalogue as "*Non Duty Free Circulation EU/UK*." Please note **that they serve as guidelines only** and in no way diminish the buyer's responsibility to inspect items prior to purchase. Should you have any queries, please check with the customs agent (RB Logistics or Preferred Shipper Partner).

The Buyer of the auction agrees and undertakes that items purchased for importation into the United Kingdom will be imported in compliance with the laws and regulations of the United Kingdom, 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 the United Kingdom and does not accept any liability that some items in this auction may not be importable into the United Kingdom. Please check with your own importation specialist prior to bidding.

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 EU Member Country or to the terms of the UKCA. Bidder shall determine to its satisfaction as to whether or not any lot is in conformity.

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

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

Announcements regarding UKCA/CE Certificates will be as follows:

- a) If we have original UKCA or CE: ****ORIGINAL CE CERTIFICATE AVAILABLE****
- b) If we have UKCA or CE Copy: ****CE CERTIFICATE COPY AVAILABLE****
- c) If we do not have Original UKCA or CE nor Copy: No note

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 **rbauktion.com**

Currency Exchange – International Buyers: take advantage of Ritchie Bros. Financial Services Currency Exchange to access preferred foreign exchange rates for Ritchie Bros. customers. After the auction, log in to your rbauktion.com Web Account, go to My Purchases and locate your invoice under My Purchases. Click on LOCK IN RATE and proceed through this easy, four-step process. Need more information? Go to www.rbauktion.com/currencyexchange.

Transport & Shipment – if you are looking for full-service ocean transport & shipping solutions Ritchie Bros. Logistics can provide multiple options. If you are looking for a local transport solution Ritchie Bros. UK Limited can provide a solution. All (freight forwarding) transport/shipping solution offers and agreements are subject to the BIFA's Standard Trading Conditions ('STC'), which terms can be found at: http://www.rbauktion.com/cms_assets/pdf/BRITISH%20INTERNATIONAL%20FREIGHT%20ASSOCIATION%20%28BIFA%29%20STANDARD%20TRADING%20CONDITIONS%202021.pdf

For your (freight forwarding) solution, please contact Ritchie Bros. UK Limited at

Ritchie Bros. UK Limited
Jade Hill
T: 07787436884
E: jhill@ritchiebros.com

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	£1,000
£150,000–£300,000	£2,500
£300,000–£1,000,000	£5,000
Over £1,000,000	£10,000

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.

PRIVACY NOTE – DOCUMENTS FOR REGISTERED VEHICLES

Ritchie Bros. may collect and retain a copy of your valid identification document (passport, driver's licence, or national ID) for lots that require vehicle registration. This information is processed and stored solely for the purpose of transferring ownership of registered vehicles sold at our auctions, in compliance with applicable legal obligations and regulatory requirements, and on the basis of legitimate interest for proper registration. Failure to provide this documentation may prevent completion of the registration process.

SANCTIONED JURISDICTIONS

In addition to clause 6 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 AND KAZAKHSTAN.

Buyers agree that they shall not export directly or indirectly 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.

THANK YOU FOR YOUR VALUED BUSINESS

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