

WELCOME TO



Ritchie Bros Auctioneers (ME) Limited
PO Box 16897
Jebel Ali Free Zone, Dubai
United Arab Emirates

Phone: +971 (4) 812-0600
Fax: +971 (4) 883-8495

Office / Yard Hours: Monday – Friday: 8 a.m. – 5 p.m.

Closed: Saturdays and Sundays

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

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. In the event of conflict between the Arabic version of the Site-Specific Terms and this version, the English version will prevail over the Arabic version.

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" and "where is".**
- **No guarantees or warranties whatsoever.**
- **Please inspect equipment before bidding. Any claims must be made within 14 days from the sale date. Claims after this period will not be valid**
- **Local equipment registration cannot be guaranteed**

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 as accepted in 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.

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 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.

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

The yard is closed on Saturdays and Sundays.

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. **This is mandatory for all export buyers.**

LIST OF MANDATORY FREIGHT FORWARDERS

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

Ceekay Shipping

Contact: Mr. Sunil Parekkel
Tel.: +971 (4) 3367800
Mobile: +971 (50) 690 6381
E-mail: Projects@ceekayshipping.com

NMT International Shipping

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

High Quality Freight Services LLC

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

Polaris Shipping & Transport

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

Dolphin Shipping

Contact : Anooj Rohit Anooj Kotieth Ravindra
Tel. : +971 523637818
Mobile :+971 523637818
E-mail : rohit@dolphinshipping.co

Cargotrans Global Forwarding LLC

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

Rais Hassan Saadi

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

Transmarine

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

Globelink West Star Shipping

Contact: Mr. Shailender
Tel.: +971 (4) 397 4400
Mobile: +971 (50) 140 0928
E-mail: shailender@glweststardubai.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 items. You expressly agree to waive, release, defend, indemnify and hold harmless Ritchie Bros. 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.

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.

PAYMENT TERMS

The Sales are conducted in U.S. Dollars (USD).

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 date 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.

Transaction Fee: Each purchased Lot will be subject to a transaction fee available at <https://www.rbauction.com/buying/buyer-fees>

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.

Any cheque returned unpaid or dishonoured due to insufficient funds will be subject to an administration fee of AED 1,000. The Buyer will remain liable for all outstanding balances, together with any applicable interest, legal and collection costs. Ritchie Bros. reserves all rights and remedies available under applicable local laws to enforce collection of any outstanding amounts.

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](https://www.rbauction.com).

Note: A service provider fee of 3% 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>.

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.

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.

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.

Please identify your transfer as:

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

Please note that 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.

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.

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.

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)

Please check your invoice name for accuracy.

- 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 are duty not paid in the UAE/GCC.
- **Local UAE Buyer (mainland):** Customs duty is payable directly to UAE Customs at Jebel Ali Free Zone upon importation into the UAE.
- **Jebel Ali Free Zone (JAFZA) Buyers:** No customs duty or deposit applies for items remaining within JAFZA.
- **Dubai Free Zones (not JAFZA) Buyers:** A 15% deposit is payable to Ritchie Bros. at the time of purchase. This deposit is refundable upon submission of the required documents proving successful transfer of the items to another Dubai Free Zone.
- **GCC Buyers:** A 15% deposit is payable to Ritchie Bros. at the time of purchase. Customs duty is payable directly to UAE Customs upon importation into the UAE or GCC mainland.

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 below. Such buyers have to inform us about this at the time of registration.

- **Export Buyers (outside UAE):** A 15% deposit is payable to Ritchie Bros. at the time of purchase. This deposit is refundable when the item is exported outside the UAE and complete export documents are submitted within the timeline below.

The deposit will be refunded **only if:**

- (a) The equipment is exported outside the UAE (for Export Buyers) or the equipment is transferred within JAFZA or to another Dubai Free Zone (for GCC Buyers); **AND**
- (b) All required export documentation is submitted to Ritchie Bros. within the timeline below.
- (c) All required export documentation is submitted to Ritchie Bros. within 30 days from the date of export declaration

The Buyer must provide the following documents, in accordance with the Export Compliance Form signed at bidding registration:

- (a) Exit-Entry Certificate with UAE Customs inspection stamp from the border or port
- (b) DP World shipped-out stamp and other relevant Customs stamps
- (c) Customs export declaration showing Ritchie Bros. Auctioneers (ME) Limited as the exporter and matching details (lot number, lot description, weight, HS code, price, buyer name, and destination)
- (d) Delivery Advice and invoice with matching details (lot number, lot description, weight, HS code, price, buyer name, and destination)
- (e) Bill of Lading (must **not** show Ritchie Bros. as freight forwarder, sender, consignor, or consignee)
- (f) Any other documents requested by Ritchie Bros. as part of the export verification process.

If these conditions are not met and/or if the export is not completed in accordance with UAE Customs regulations, the **15% deposit will be treated as a non-refundable penalty**. In such cases, the buyer will not be entitled to a refund, regardless of the final penalty amount that may be determined by local customs authority.

Note: Refunds will only be issued to the buyer (person or company) that made the original payment. No refunds will be processed to third parties bank accounts..

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

VAT

- VAT will be charged where applicable, according to local regulations.

- Deposit for VAT may apply to certain transactions and are refundable upon timely and complete export documentation.
- 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.

LOCAL UAE BUYERS (MAINLAND)

- (a) Duty Paid Items: 5% VAT applies on Duty Paid items purchases
- (b) Non-Duty Paid Items: may require a payment of additional 5% VAT to Federal Tax Authority or an approval from them on Customs Import Declaration.

JAFZA BUYERS

- (a) **Duty Paid and Non-Duty Paid Items**: VAT may be charged where applicable according to local regulation. No deposit for VAT is required.

DUBAI FREE ZONES (NOT JAFZA) BUYERS:

Duty Paid and Non-Duty Paid Items: VAT may be charged where applicable according to local regulation. No deposit for VAT is required.

GCC BUYERS

- (a) **Duty Paid and Non-Duty Paid Items**: A refundable deposit of 5% for VAT shall be collected as a guarantee on Duty Paid purchases. The deposit shall be refunded within 1 month after timely submitting export documentation proof attested by UAE Customs.

EXPORT BUYERS

- (a) **Duty Paid Items**: A refundable deposit of 5% for VAT shall be collected as a guarantee on Duty Paid purchases. The deposit shall be refunded within 1 month after timely submitting export documentation proof attested by UAE Customs.
- (b) Non- Duty Paid items: A refundable 5% deposit for VAT may be required by the Federal Tax Authority. Refund of this amount to be claimed from Tax Authorities directly (not from Ritchie Bros.).

Cannot Be Registered In GCC Country, For Export Only

Lots with the announcement “**Cannot be registered in GCC, for export only**” may have a potential 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.”

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.

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 Terms of Bidding and Sale, participation from or export to the jurisdictions below 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.

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

Transport & Shipment 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 Auctioneers (ME) Limited can provide a solution. All (freight forwarding) transport/shipping solution offers and agreements are subject to the FIATA Model Rules for Freight Forwarding Services, which terms can be found at:

http://www.rbauktion.com/cms_assets/pdf/FIATA_Model_Rules_for_Freight_Forwarding_Services_2019.pdf

For your (freight forwarding) solution, please contact Ritchie Bros Auctioneers (ME) Limited at:

Ritchie Bros Auctioneers (ME) Limited

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THANK YOU FOR YOUR VALUED BUSINESS

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