

WELCOME TO



**Ritchie Bros. Auctioneers France SAS**  
ZAC les Champs Chouette 2  
27600 Saint Aubin sur Gaillon

**Phone:** +33.2.32.77.86.10

**Fax:** +33.2.32.52.77.98

**Office Hours:** Monday – Friday: 8am to 12.30pm & 1.30pm to 5pm

**Yard Hours:** Monday – Friday: 8am to 12.00pm & 1.30pm to 4pm

**\*\* TRUCKS FOR COLLECTION MUST BE IN THE YARD BEFORE 3:30 PM \*\***

## SITE SPECIFIC TERMS FOR FRENCH 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. In the event of conflict between the French version of the Site-Specific Terms and this version, the English version will prevail over the French 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 is 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.**

The auction will be conducted in the presence of the French auctioneer Frederic Novakowski.

**Ritchie Bros. Auctioneers France SAS** is registered under auction licence N°: 2005-564.

### EQUIPMENT REMOVAL

**Lots are mainly stored at Saint Aubin Sur Gaillon, Bressols, Nivolas and Avignon but some lots are located on annex sites, the location will be specified for each lot.**

**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> plus VAT per day per lot, 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.**

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 4:00 pm. Trucks for pick-up must be in the yard 30 minutes 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.

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. Auctioneers France SAS 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**

Lots which have a vehicle registration will be noted in the catalogue as "Carte Grise/ Registration". Please check with office if you have any questions.

Motor vehicles without registrations must be removed by trailer.

Following the new regulation on technical inspections implemented on 20 May 2018 for all vehicles under 3.5 ton, any vehicle noted in the catalogue "TECHNICAL INSPECTION UNFAVOURABLE FOR CRITICAL FAILURES" will not be allowed to leave the yard by the road, it is the buyer's responsibility to organize transportation.

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.

Lots which have a vehicle registration will be noted in the catalogue. Motor vehicles without registration will also be noted as such 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 an documentation fee available at <https://www.rbauction.com/buying/buyer-fees> plus VAT per invoice will be applicable for buyers' purchasing items which come with a French 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.

**Customers will not be able to load out on Sale Day.**

No item will be loaded by Ritchie Bros. employees until the auction event is complete. Ritchie Bros. will not:

Ritchie Bros. will not:

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

### **PAYMENT TERMS**

Sales are conducted in Euro (€).

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

**Interest of 18% per annum will start accruing on the 8<sup>th</sup> 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 and credit card.

**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](http://rbauction.com).

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

**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>.**

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 are to be sent to:

**HSBC France SA  
CBC Region Nord  
104 Rue Nationale  
59800 Lille, France**

**Ritchie Bros. Auctioneers France SAS  
Account No: 3005 6005 0305 0300 0641 437  
IBAN: FR76 3005 6005 0305 0300 0641 437  
SWIFT/BIC: CCFRFRPPXXX**

**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.

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.

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**

Local VAT will apply in the following cases:

- a) Locally registered companies or items that remain in the country.
- 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 from the invoice date;
- c) Non-EU buyers who fail to provide correct and complete Export Documents and confirmation of exit to Ritchie Bros Auctioneers France SAS within the 90 days from the invoice date;

Non-duty-free items (items in the Bonded yard) are not subject to local VAT.

## 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. 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.

## POWER OF ATTORNEY

The Buyer hereby appoints Ritchie Bros. 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 local Customs Authorities. Ritchie Bros. Auctioneers France SAS 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 European Union) for Export Buyer 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  
[logistics@rbauktion.com](mailto:logistics@rbauktion.com)

1. **Preferred Shippers** Should you appoint a designated Preferred Shipper as your freight forwarder, the appointed freight forwarder will also arrange for the export documents. In this case, no deposit will be required. The contact details of the Preferred Shipper are:

- **NMT France SARL**

Phone: +33 9 67642173  
Mobile: +33 4 13597497  
E-mail:  
[youssef.houssaini@nmtshipping.com](mailto:youssef.houssaini@nmtshipping.com)

- **STE Nouvelle Uniport**  
Phone: +33 4 91641572  
E-mail: [william@uniport.fr](mailto:william@uniport.fr)

Please contact us at +33 2 32 77 86 10 for more information regarding the Preferred Shippers.

2. **Third-Party Shippers:** Should you appoint a third-party freight forwarder of your choice (not listed above), ALS Douane must generate and handle all export documentation required. In this case, a deposit will be required.

- **ALS Douane**  
4 Rue A.D. Sakharov, 76130, Mont-Saint-Aignan  
E-mail: [PAndre@als-cs.com](mailto:PAndre@als-cs.com) - Pascal André

**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 from the invoice date, we will not be able to refund deposits for VAT.

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. Auctioneers France SAS to be stated as shipper/sender on the Bill of Lading (B/L) or CMR.

An export processing fee of €95 (excluding VAT) will be charged per Export Buyer for administrative handling of export transactions. This fee is applicable in addition to any other charges, including deposits, and is non-refundable. The fee must be paid in full before the release of any items for export.

Non-Duty-Free items are not subject to this deposit.

## SECOND HAND VEHICLES

Ritchie Bros. 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 in Saint Aubin Sur Gaillon 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" have not been entered into the European Union. It is the purchaser's responsibility to satisfy requirements of any kind in respect to the importation of any items into the European Union, or any other country. Such responsibility includes compliance with laws and regulations of the country including payment of taxes and duties, obtaining proper approvals, and complying with any other requirements. Buyers are required to engage with:

ALS Douane

4 Rue A.D. Sakharov, 76130, Mont-Saint-Aignan

E-mail: [PAndre@als-cs.com](mailto:PAndre@als-cs.com) - Pascal André:

Or any other the customs agent communicated by Ritchie Bros. as mandatory agent for the issuance of transit documents to exit our bonded yard. 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 EU and are, therefore, not exempted from EU duty will be identified in this catalogue on the item itself as "Non-Duty-Free Circulation EU".

In order to help buyers, determine what documentation is available for a particular item, we have placed coloured stickers as a guide. Please note that **they serve as guidelines only** and in no way diminish the buyer's responsibility to inspect items prior to purchase. Check with the customs agent.

**Red: "Not Duty-Free Circulation EU"** means that this item has not been imported into the European Union. Taxes and customs processing are the responsibility of the buyer.

The Buyer 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.

## **EUROPEAN UNION MACHINERY DIRECTIVE**

Effective January 1st, 1995. Buyer 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.**

## **ADDITIONAL SERVICES**

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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](http://rbauction.com).

**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. Auctioneers France SAS can provide a freight forwarding solution. All (freight forwarding) transport/shipping solution offers and agreements are subject to the French General Terms and Conditions of Sale governing operations undertaken by transportation and/or logistics operators ('CVG'), which terms can be found at: [http://www.rbauction.com/cms\\_assets/pdf/General%20Terms%20and%20Conditions%20of%20French%20Transport%20and%20Logistics%20Companies.pdf](http://www.rbauction.com/cms_assets/pdf/General%20Terms%20and%20Conditions%20of%20French%20Transport%20and%20Logistics%20Companies.pdf)

For your (freight forwarding) solution, please contact Ritchie Bros. Auctioneers France SAS at:

### **Ritchie Bros. Auctioneers France SAS**

Bruno Daubaire  
T: +33.232.778.745  
E: [bdaubaire@ritchiebros.com](mailto:bdaubaire@ritchiebros.com)

## **BID INCREMENT CHART**

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<b>Bid Range</b>	<b>Min. Increments</b>
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**

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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. Auctioneers France SAS is NOT responsible for injuries sustained or damages to or loss of property occurring from any cause whatsoever.

## **PRIVACY NOTE – DOCUMENTS FOR REGISTERED VEHICLES**

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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**

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In addition to Clause 6 of the Terms of Bidding and Sale, 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](http://rbauction.com).