

WELCOME TO



Ritchie Bros. Auctioneers Pty Ltd
1-57 Burnside Rd
Yatala, Queensland 4207
Australia

Phone: +61 7 3382 4444
Fax: +61 07 3382 4433
Office / Yard Hours: Monday – Friday: 8 am – 5 pm

**** TRUCKS FOR COLLECTION MUST BE IN THE YARD BEFORE 4:30 PM ****

SITE SPECIFIC TERMS FOR AUSTRALIA 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.

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.au/legal-policies/terms-of-sale/latest>

- **Every item is sold 'as is, where is'.**
- **No guarantees or warranties whatsoever.**
- **Please inspect equipment before bidding.**
- **Serial Numbers indicated as "Not-Available" means that we have been unable to identify and no sale will be voided for this reason.**
- **ALL PRICES ARE EXCLUSIVE OF GST AND GST WILL BE CHARGED ON ALL ITEMS, AS APPLICABLE. Any lots not subject to GST will be indicated as "Not Subject to GST".**
- **All Motor Vehicles are sold on an unregistered basis.**

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.

The auction will be conducted under Motor Dealer & Auctioneer Licence No. 2102090

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 2 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 cannot be removed until (1) the entire invoice is paid in full and (2) buyer has no other outstanding balances with Ritchie Bros. or any of Ritchie Bros.' 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 and will travel on public road.

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

The yard is closed on Saturdays and Sundays.

Before equipment will be released from the yard your nominated transport company must present a copy of the

fully paid invoice. All truck drivers must report to the Yard Office and present a copy of their ID or passport.

Buyers are responsible for arranging the loading of items. If Ritchie Bros. assistance with forklifts or loaders is required, the operating capacity and safe-lifting ability of a single machine (12 tons) must not be exceeded. Buyers must also ensure that a suitable truck is sent for pick up.

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.

MOTOR VEHICLE/REGISTRATION REQUIREMENTS

All motor vehicles sold by Ritchie Bros. are sold on an unregistered basis. No warranty is provided as to a vehicle's roadworthiness or suitability for registration.

Motor vehicles must be removed from the site by trailer or other suitable transport unless the buyer has independently arranged for registration and insurance prior to removal.

Ritchie Bros. does not provide nor prepare Safety Certificates (roadworthy certificates), Certificates of Origin, Export Declaration Numbers, or any other documentation required for registration, export, or lawful use of vehicles on public roads in Australia or overseas. All such documentation is the sole responsibility of the buyer.

Ritchie Bros. has not investigated the authenticity, accuracy or validity of any documents that may be in its possession in relation to a vehicle, and makes no representations in this regard. Buyers are invited and encouraged to inspect any available documentation prior to bidding and purchasing.

SECOND HAND VEHICLES

Ritchie Bros. will apply Goods and Services Tax (GST) to the sale of second-hand vehicles sold at our auction in accordance with the A New Tax System (Goods and Services Tax) Act 1999 (Cth), including Division 66 where applicable.

PLEASE NOTE THAT ALL PRICES ARE EXCLUSIVE OF GST AND GST WILL BE CHARGED ON ALL ITEMS, AS APPLICABLE.

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 & Reception 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:

- 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 Australian Dollars (AUD), exclusive of GST.

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 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 are exclusive of Goods and Service Tax (GST), as applicable, and exclusive of the applicable transaction fees.

Method of payment: Card, Wire Transfer or Bank Cheque

- EFTPOS payments are accepted for Savings & Cheque Accounts Only;
- Australian Personal & Company cheques are accepted. Please note: these cheques require 4 banking days for clearance. Equipment will not be released until clearance.
- Visa & Mastercard payments are accepted on the rbauction.com website

Note: A service provider fee of 2,95% will apply to all credit card payments and will show as a separate transaction on your bank statement. Banks may charge an international fee for credit card payments.

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 AUD\$10.000 may be paid by Visa or MasterCard at 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 and bank clearance.

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 to be sent to:

Westpac
BSB: 034002
Account Number: 384496

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. Upon full payment a GST invoice will be issued. Invoice changes will be charged with a fee.

Names on GST invoices cannot be changed after sale day.

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.

GOODS AND SERVICES TAX (GST), EXPORT AND TRANSPORT

GOODS AND SERVICES TAX (GST)

All items are sold on a GST-exclusive basis. GST will be added to the purchase price of all items at the applicable rate, currently at 10%, as provided in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, unless a valid exemption applies.

EXPORT BY INTERNATIONAL BUYERS

International buyers intending to export equipment outside Australia may be eligible for a GST refund, provided that the invoice is paid in full (including GST) and:

1. The goods are exported within 60 days of the invoice date;
2. Valid commercial export documentation is submitted to Ritchie Bros. within 60 days of the auction;
3. The name on the invoice matches the name of the exporter;
4. All tax exemption conditions have been met; and
5. The export occurs from Australia directly (not via domestic use or resale).

The required documentation may include (but is not limited to):

1. Export Declaration Number (EDN)
2. Bill of Lading, Sea or Air Waybill
3. House Bill, Consignment Note, Certificate of Shipment, or Proof of Delivery (if using a freight forwarder)
4. Domestic carriage invoice, international freight, and insurance invoices
5. Export entry, export permit, Australian Customs Certificate of Clearance, and relevant Overseas Customs import documents
6. Completed Non-Resident Form (valid for 12 months)
7. Booking confirmation (to exempt GST if partial payment was made)
8. Completed refund form (if payment was made in full).

Please note that all documentation is required to comply with Australian Taxation Office (ATO) requirements and is subject to regulatory changes.

Ritchie Bros. reserves the right to charge and hold GST as a refundable deposit until valid proof of export is received. GST deposits will be refunded to the buyer's nominated bank account within 5 to 10 business days from the receipt of proper documentation and exemption approval.

Refunds will not be issued to third-party accounts.

Failure to provide export evidence within 60 days will result in forfeiture of the GST refund, and buyers will need to apply directly to the ATO for any credits, if eligible.

TRANSPORT AND SHIPPING

All transport arrangements are the Buyer's responsibility unless otherwise agreed in writing. Ritchie Bros. does not act as a shipper or exporter on behalf of Buyers.

You may choose from the following shipment options:

1. **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 +61 7 3382 4444 for more information regarding Preferred Shippers.

The selected Preferred Shippers are:

- Stribley Transport Services;
- Tomkinson Global Logistics;
- Loadshift.

2. **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.

Buyers must ensure all export documentation reflects the correct exporter and buyer details. **You are not allowed to use Ritchie Bros. to be stated as shipper/sender on the Bill of Lading (B/L).**

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 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.

QUEENSLAND WORK HEALTH AND SAFETY (WHS) ACT AND REGULATIONS

Unless expressly stated otherwise, every item of plant is sold without all the information required under the Queensland Work Health and Safety Act 2011 and its accompanying Regulations, including information necessary to ensure that the plant is safe and without risk to health when used for its intended purpose.

Without limitation, every item of plant is sold without information relating to:

- (a) the installation, commissioning, decommissioning, use, transport, storage and, where applicable, dismantling of the plant;
- (b) hazards and any risks associated with the use of the plant;
- (c) testing or inspections that should be carried out on the plant;
- (d) systems of work and operator competencies necessary for safe use of the plant; and
- (e) emergency procedures required in the event of malfunction.

No item of plant should be used unless and until the Buyer obtains the required information under the WHS Act and Regulations, and it is the sole responsibility of the Buyer to do so, at the Buyer's own cost and risk.

HEAVY VEHICLE NATIONAL LAW (HVNL)

Where any heavy vehicle or trailer (as defined under the Heavy Vehicle National Law) is offered for sale, Ritchie Bros. makes no warranty or representation that the vehicle is compliant with registration, roadworthiness, or safety requirements under the HVNL or associated state and territory laws.

The Buyer is solely responsible for ensuring that any such vehicle is inspected, tested, registered, and made compliant prior to use on public roads. Ritchie Bros. does not warrant that the vehicle complies with mass, dimension, load restraint, vehicle standards, or maintenance requirements under the HVNL or applicable Australian Design Rules.

It is the Buyer's responsibility to obtain all necessary permits, inspections, certifications, or repairs before the vehicle is used in any transport activity.

AUSTRALIAN CONSUMER LAW (SCHEDULE 2 OF THE COMPETITION AND CONSUMER ACT 2010 (CTH))

All items are sold on an "as is, where is" basis, without warranty, guarantee, or representation as to their condition, fitness for purpose, quality, or compliance with any standard. To the maximum extent permitted by law, Ritchie Bros. excludes all implied warranties and conditions under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (CTH)) and otherwise.

Unless otherwise stated in writing, Ritchie Bros. does not represent that any item sold is suitable for use in any particular application and does not guarantee that goods meet the description, condition, or specification of any third party.

To the extent any statutory guarantees under the Australian Consumer Law apply and cannot be excluded, Ritchie Bros.' liability is limited, at its sole discretion, to the replacement or resupply of equivalent goods, or the payment of the cost of replacement or resupply.

Buyers acknowledge and agree that they are not relying on any statement or representation made by Ritchie Bros. or its agents and have had the opportunity to inspect all items prior to bidding.

Equipment Washing, Repair, Roadworthy Certification & Paint - Take advantage of our on-site services with quality repair and refurbishment done on time and at a competitive price, in our state-of-the-art facility. You can have all your equipment/vehicle needs completed before it leaves the auction site. Please contact us on +61 7 3382 4444 for more information.

BID INCREMENT CHART

Bid Range	Min. Increments
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Up to AUD 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. 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 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: rbaction.com.au