

Welcome to



Ritchie Bros. UK Limited
Maltby Colliery, Tickhill Road,
Maltby, Rotherham, S66 7QW
Phone: 01332 819 700

Office / Yard Hours

Monday – Friday: 8 am – 5 pm
Closed: Saturdays and Sundays

SITE SPECIFIC TERMS FOR MALTBY, UNITED KINGDOM RITCHIE BROS. AUCTION SITE

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

Transaction Fee

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

- a) 10% on all Lots selling for GBP 6,500 or less,
- b) 2.35% on all Lots selling for over GBP 6,500 plus GBP 650 per Lot.

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, credit card and cheque.
No purchases will be released without payment as described above.

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. Credit card

payments made at the auction site are not subject to the £10,000 limit.

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.

International bidders deposit requirement at time of bidder registration

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

We do not accept cash payments at our sale site.

NAMES 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 acc. GB45 HBUK 4011 1875 6773 43
BIC/SWIFT code: HBUKGB4B
Sortcode 40-11-18, account 75677343

PLEASE IDENTIFY YOUR TRANSFER AS:

“Payment for buyer nr: _____, Invoice number _____”

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.

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 use of, access to 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 £15.00 plus VAT per day per lot, or transported to and stored at a third-party facility, all at buyer's expense.

Items cannot be removed until the entire invoice is paid in full; storage fees apply to late removals. Insurance and removal is 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 will be released from the yard it must be paid for in full and we must receive written authorisation for your nominated transport company. All drivers must report to the Check In Office and present a copy of their ID or passport.

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 sent 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. 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 Ritchie Bros.' property, or;
- any of the activities of the 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

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 continually improving safety awareness at all of our sites.

SALE DAY LOAD OUT PROCEDURE

There will be no stationary load out or forklift assistance until the conclusion of the auction or at the discretion of the Yard Manager. No

vehicles or trailers will be allowed in the yard until the conclusion of the 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

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

Please read **TERMS OF SALE**.

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 the Auctioneers. Inaccuracies in the catalogue or on the Internet 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.

Ritchie Bros. does not provide Certificates of Origin.

MOTOR VEHICLE/REGISTRATION

REQUIREMENTS

Registrations will be given to the driver upon collection.

Please note that an administration charge of 40.00 GBP plus VAT per invoice will be applicable for buyers purchasing items which come with a Registration if any administration process becomes necessary.

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. 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 or any other similar documents.

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.

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:

If we have original UKCA or CE: **** ORIGINAL CE CERTIFICATE AVAILABLE ****

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

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

VAT, EXPORT AND TRANSPORT

VAT

VAT and other DUTIES as they may apply are the Buyer's responsibility. Value Added Tax (VAT) will apply in the following cases:

- a) Locally registered companies or items that remain in the country.
- b) 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 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. 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 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.

IMPORTANT NOTICE FOR NON-UK BUYERS

Buyers that will export the goods out of the UK (non-UK buyers) are required to pay a deposit on all items 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. Non-UK Buyers should provide accurate bank details in order to facilitate timely refund of deposits. 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.

Please contact our UK office for the latest post-Brexit export information.

To avoid the VAT deposit non-UK buyers can engage the services of **RB Logistics:**

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

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**

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 rbauction.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.rbauction.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.rbauction.com/cms_assets/pdf/BRI TISH%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

Nikki Lombardi

T: +44 1332819700

E: nlombardi@rbauction.com

On-site property Insurance – insure your equipment while it's 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 financing to buy equipment and trucks for your business. Visit <https://www.rbauction.co.uk/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	£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.

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.

THANK YOU FOR YOUR VALUED BUSINESS

Upcoming Auctions

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