



Ritchie Bros. Spain, S.L.  
Autovía A4, km 64.200 (Salida 62, Polígono 32)  
45300 Ocaña (Toledo)  
Phone: +34.925.157.580 Fax: +34.925.121.581

**Office Hours**  
Monday – Friday: 8 am – 5 pm  
**Yard Hours**  
Monday – Friday: 8 am – 4 pm  
Closed: Other Saturdays and Sundays

## SITE SPECIFIC TERMS FOR OCAÑA SPAIN RITCHIE BROS. AUCTION SITE

### PAYMENT TERMS

Sales are conducted in Euro

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 8<sup>th</sup> 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 € 12.000 or less,
- b) 4,85% on all Lots selling for over € 12.000 up to € 75.000, with a minimum fee of € 1.200 per Lot or,
- c) € 3.638 on all Lots selling for over € 75.000.

21% VAT applies to this Transaction Fee

### 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. Credit card payments made at the auction site are not subject to the € 10.000 limit.

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

### We do not accept cash payments at our sale site.

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 3% will apply to all credit card payments.

**All bidders deposit requirements at time of bidder registration.** You are required to place a deposit equaling 25% of the total expected bidding limit.

## NAMES ON INVOICES CANNOT BE CHANGED AFTER AUCTION DAY

### **ALL BANK TRANSFER ARE TO BE SENT TO:**

HSBC Continental Europe SA Suc. Espana  
Torre Picasso Planta 33, 28020 Madrid, Spain  
IBAN acc. ES21 0162 0001 2900 8418 5001  
BIC/SWIFT code MIDLESMM

**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 items 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.

### **EQUIPMENT REMOVAL**

**All equipment must be removed within 3 weeks after the relevant auction.**

**Equipment not removed** will, at our discretion, either be stored at our facility at a rate of EUR 25.00 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 (1) the entire invoice is paid in full and (2) buyer has no other outstanding balances at Ritchie Bros. or any of Ritchie Bros.'s affiliates; storage fees apply to late removals. 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.**

Before equipment will be released from the yard it must be paid for in full and we must receive written authorization for your nominated transport company. All truck drivers must report to the Yard Office and present a copy of their ID or passport. If you have purchased any NON-DUTY-FREE items, custom papers must have been arranged before collection and handed to Ritchie Bros. before any item can be released from our yard.

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 items themselves. All stationary items 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. Spain, S.L. 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 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 continuously 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 BIDDING AND 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 Ritchie Bros.

Inaccuracies in the catalogue or on the Internet will under no circumstances relieve the buyer from responsibilities accepted by signing the Bidder's Registration Agreement.

**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.

### **Certificate of Origin**

Certificates of Origin, required for the purpose of importing equipment into a NAFTA country from another NAFTA country, at preferential duty rates, must be obtained directly from the manufacturer.

**Ritchie Bros. does not provide Certificates of Origin.**

## **MOTOR VEHICLE/REGISTRATION REQUIREMENTS GENERAL**

Lots which have a vehicle registration will be noted in the catalogue as “.... Registration”. Motor vehicles without registrations will also be noted as NO REGISTRATION. Please check with OUR office if you have any questions.

Motor vehicles without registrations must be removed by trailer.

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.

## **MOTOR VEHICLE/REGISTRATION REQUIREMENTS FOR DOMESTIC BUYERS**

The sale of the vehicles is being notified to the authorities, please ask our staff if you have any questions.

Please note that with respect to certain items, the authorities may require you to provide the transportation certificate to finalize the transfer. Check with our staff.

Please provide our staff with the necessary documents for the notification to be made, a copy of your ID, a copy of your VAT Card and date of birth, if you are a dealer, please let us know so that we can notify the sale to a dealership.

By registering as a bidder, you have read and signed a document in which you agree not to remove/circulate/operate the vehicle/machinery until the notice of sale due to change of ownership has been completed in your name and you have insured your purchases.

If you buy a vehicle listed as registered in Spain, you will not be able to pick it up until payment requirements have been fulfilled and we have in our possession the report issued by the Traffic Authorities once the documentation is presented. Also, you will have to give us a copy of the insurance policy.

The buyer is responsible for passing the Technical Inspection in those vehicles in which it is expired or refused and is necessary for its registration.

The registration in Agronomics of agricultural vehicles is the responsibility of the Buyer.

Ritchie Bros. is not responsible for the consequences caused by the buyer's lack of diligence in delivering the necessary documents for the notification of sale due to change of ownership.

Please note that once the established period has elapsed, the vehicle will be deregistered.

Please check with our staff, we will be happy to assist you.

Ritchie Bros. is not responsible for whether or not the vehicle can be registered with the documentation provided by the consignee.

### **Lots with additional information**

Before bidding, please check what this additional information consists of. Ritchie Bros. is not responsible for the adequacy or sufficiency of this additional information.

Likewise, review the documentation in our possession regarding the UNREGISTERED Lots. Ritchie Bros. is not responsible for the suitability or sufficiency of this for subsequent registration.

Those items that are advertised WITHOUT DOCUMENTATION are sold without any documentation, either because they are not registered or the Seller has lost the documentation, so obtaining the documentation or registering is the only responsibility of the buyer and Ritchie Bros. is not responsible if the buyer cannot register the vehicle.

Those items that are advertised with the following note **\*\*LOST DOCUMENTATION, DUPLICATE OF THE DOCUMENTATION AT THE BUYER'S EXPENSE\*\***, the Seller has not been able to provide original documentation as it has been lost, therefore the buyer must be responsible for obtaining the duplicate of the documentation. Ritchie Bros. will not be responsible.

### **CHECK WITH AN AGENT OR EXPERT BEFORE BUYING**

#### **Last record**

It means that the item has been deregistered in its country of origin. It is the Buyer's responsibility to carry out the necessary procedures to legalize and/or register the item in Spain. Ritchie Bros. does not guarantee that a particular item can be registered in Spain. Please inspect the documentation before purchasing.

Example: Last Registration Spain, vehicle deregistered in Spain, having as original documentation the circulation permit and technical sheet.

Last Registration Germany, vehicle deregistered in Germany, having as original documentation the German documentation.

Ritchie Bros. does not guarantee nor is it responsible that the Items sold have passed the vehicle technical inspection (ITV). It is the responsibility of the Buyer to pass the ITV of the vehicle if it is expired or denied.

Please go to the office if you have questions or doubts about documentation. If you acquire a vehicle registered in Spain, please consult us about its notification of sale.

### **Law 7/1996, of January 15**

For the purpose of article 61 paragraph 2 of Law 7/1996, of January 15, regulating retail trade, Ritchie Bros. declare that the technical qualities specified in the catalog are presumed and have not been confirmed by any expert unless otherwise indicated in the specific entry for each item for sale. Ritchie Bros. do not guarantee to the bidder the existence of mentioned qualities or the operational condition of any article that appears in the Catalog.

**IMPORTANT NOTE:** On October 31, 2014, the Fomento Order (FOM/734/2007 of March 20) was published in the BOE (Official Gazette), which eliminates the age requirement for vehicles that perform private transport (transport of own goods)

**FOR THIS REASON, PRIVATE SERVICE TRANSPORTATION CARDS MAY BE OBTAINED WITHOUT ANY KIND OF LIMITATION DUE TO THE AGE OF THE VEHICLES PURCHASED**

Please note that Ritchie Bros. has not investigated the accuracy or validity of any documents in its possession.

**IMPORTANT:** We invite you to inspect any available documents before making any purchase.

### **CE MARKING AND CERTIFICATES**

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 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 this 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

### **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" 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. The purchaser will engage his own broker. Ritchie Bros. will not charge Value Added Tax (VAT) on these lots if properly cleared. Nominal documentation charges to the buyer for clearing the free zone will apply. A third-party customs broker will be on site to provide this service.

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 assist buyers determine what documentation is available for a particular item, we have used different colored 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 your 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.

**GREEN:** "NO REGISTRATION / WITHOUT DOCUMENTATION" means that we do not have any documentation and it is the responsibility of the buyer to carry out all the appropriate procedures if he wishes to register it (For Domestic Buyers only).

### **VAT, EXPORT AND TRANSPORT**

The visitor of this auction site agrees and undertakes that item 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.

#### **VAT**

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

- a) Spanish registered companies or items that remain in Spain.
- 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 after the invoice date
- c) Non-EU buyers who fail to provide correct and complete Export Documents to RBA within the 90 days since invoice date
- d) Non-duty-free items (items in the Bonded Free zone) are not charged with 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. Spain, SL. 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 RB Group as its attorney-in-fact with a limited power of attorney to execute on the Bidder'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.

#### **MANDATORY CUSTOMS & EXPORT AGENTS**

##### **SEATRANS MARITIME SA**

Contact: Estanis Verdes  
Phone: +34.944.255.947  
Email: [estanis@sea-trans.net](mailto:estanis@sea-trans.net)

##### **IBERCONDOR**

Contact: Carmen/Ramon  
Mobile: +34.665.032.366/687.399.150  
Email: [rollingcargo1@ibercondor.com](mailto:rollingcargo1@ibercondor.com)  
[rollingcargo2@ibercondor.com](mailto:rollingcargo2@ibercondor.com)

##### **MARZCARGO**

Contact: Joseph/Amir  
Phone: +34.932.697.281  
Email: [aduanas@merzcargo.com](mailto:aduanas@merzcargo.com)

#### **IMPORTANT NOTICE FOR NON-EU BUYERS**

Buyers that will export the goods out of the European Union (non-EU buyers) are required to pay a deposit on all duty-free pieces of equipment 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-EU Buyers should provide accurate bank details in order to facilitate timely refund of deposits. You are not allowed to use Ritchie Bros. Spain, S.L. to be stated on the Bill of Lading (B/L).

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

To avoid the VAT deposit Non-EU buyers can engage the services of **RB Logistics**:

RB Logistics  
The Netherlands  
Tel. +31 168 392200  
Fax. +31 168 392250  
[logistics@rbauction.com](mailto:logistics@rbauction.com)

**Of course, you are welcome to choose a different shipping company (note: export agent is always mandatory per the above), but please note that we will then have to charge a VAT deposit of 21% on all purchases.**

#### **NON-LOCAL EU BUYERS**

In accordance with local VAT law, all purchases require payment of local VAT, unless all of the following conditions are met:

1. valid and verified EU VAT identification number of buyer.
2. payment for purchases from a bank, not established in the auction country.
3. transport document (CMR) signed and stamped at destination proving that items have physically left the auction country within ninety calendar days of the auction.

If Ritchie Bros. received a valid EU VAT identification number, initially no local VAT will be charged. In the case that afterwards the above conditions are not met, Ritchie Bros. will charge the standard local VAT rate calculated on the selling price of each duty-free item purchased.

**Please note that for EU buyers and Non-local EU buyers VAT will be applied when purchases are in Spain for more than 90 days after the relevant auction.**

## 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.

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

**Financing** – Choose from *Societe Generale* to buy equipment and trucks for your business. Visit <https://www.rbauction.es/financing> or speak to a Ritchie Bros. Financial Services representative on site.

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

**On-site property insurance** – protect your newly purchased 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 with a hassle-free claims process.

**Paint and repair** – get quality refurbishment, done on time, at a competitive price in our state-of-the art facilities.

## VEHICLE YEAR VERIFICATION CHART

If a Motor Vehicle was built in the year 1980 or later and has a 17-digit serial number; the year of the manufacture is identified by the 10th digit from the left using this chart.

A	1980	P	1993	6	2006
B	1981	R	1994	7	2007
C	1982	S	1995	8	2008
D	1983	T	1996	9	2009
E	1984	V	1997	A	2010
F	1985	W	1998	B	2011
G	1986	X	1999	C	2012

H	1987	Y	2000	D	2013
J	1988	1	2001	E	2014
K	1989	2	2002	F	2015
L	1990	3	2003	G	2016
M	1991	4	2004	H	2017
N	1991	5	2005	J	2018

## 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. Spain, SL. is NOT responsible for injuries sustained or damages to or loss of property occurring from any cause whatsoever.

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

## 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)