

Welcome to



Ritchie Bros. Italia Srl
Via Canada sn
29012 Caorso (PC)
Italy
Phone: **+39.0523.818801**
Fax: **+39.0523.821654**

Office Hours
Monday – Friday: 8 am – 5 pm

Yard Hours
Monday – Friday: 8 am – 3.30 pm**
Closed: Saturdays and Sundays

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

Site Specific Terms For Caorso Italy 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 at Euribor 3 months plus 4% (or other maximum authorized by law) will start accruing on the 8th day after the sale date, together with any legal and collection costs.

Late Payment Fees will be charged on all purchases not paid for in full within 7 days.

TRANSACTION FEE

Each purchased Lot will be subject to a transaction fee of:
(a) 10% on all Lots selling for € 12.000 or less, with a minimum fee of € 100 per Lot,
(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.

All bids are exclusive of VAT - as applicable - and exclusive of the applicable transaction fees.

DOMESTIC BUYER'S METHOD OF PAYMENT:

Wire transfer

INTERNATIONAL BUYER'S METHODS OF PAYMENT:

Wire transfer

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.

No purchases will be released without full payment.

PLEASE NOTE: A service provider fee of 2,95% will apply to all credit card payments.

Bidders deposit requirement at time of bidder registration.

You are required to place a deposit equaling 25% of the total expected purchases or € 10.000, whichever is higher.

WIRE TRANSFERS ARE TO BE SENT TO:

Account Name: Ritchie Bros. Italia Srl
Bank: HSBC Continental Europe SA - Italia
IBAN: IT70 B030 2101 6000 0701 9805 021
BIC/SWIFT: MIDLITMX
CIN ABI CAB CC: B 03021 01600 007019805021

Please identify your payment as: PAYMENT FOR
BUYER NUMBER: _____

NAMES ON INVOICES CANNOT BE CHANGED AFTER AUCTION DAY

Equipment will be released after full payment is received.

Please contact us before collection to confirm if your payment has been received.

Pro-forma invoices will be provided after the sale. During the sale successful bidders are encouraged to obtain and check their pro-forma invoice from the front registration counter. The name and details shown on your pro-forma invoice are the name and details 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 only be accepted by exception on sale day, with proper supporting documentation and will be charged with a fee.

Names on VAT invoices cannot be changed after sale day.

EQUIPMENT REMOVAL

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

After this date equipment not removed will, at our discretion, either be stored at our facility at a rate of € 25 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 at Ritchie Bros. or any of Ritchie Bros.'s affiliates; storage fees apply to late removals. Insurance and removal is the buyer's responsibility.

Buyer must present a valid registration document and road insurance for every vehicle that will not be removed by trailer but will travel on public road.

Yard gates close promptly at 3:30 pm. Trucks for pick-up must be in the yard at least 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 authorization for your nominated transport company. All truck drivers must report to the Check In Office and present a copy of their ID or passport.

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. Italia Srl 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

RITCHIE BROS. ITALIA STAFF DOES NOT CARRY OUT LOADING AND UNLOADING OPERATIONS OF SELF-PROPELLED MACHINES.

Drivers MUST load vehicles independently, Ritchie Bros. staff will NOT drive any vehicles

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 be able to load out from 8.00 am one business days after the relevant auction (please note if bank holiday premises will be closed and load will start next business 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.

IMPORTANT NOTICE:

As of Jan 2013 all Former Italian vehicles and trailers can move on Italian roads with Italian temporary licence plate only or loaded onto a trailer. By not following this regulation the risk of requisition of good could occur. **Ritchie Bros. is not to be considered responsible for that.**

TERMS OF SALE (SUMMARY)

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

Please read the **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 listing 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.

Ritchie Bros. does not provide Certificates of Origin.

MOTOR VEHICLE/REGISTRATION REQUIREMENTS

Ritchie Bros. will facilitate the transfer of title of vehicles with Italian Registration only. All costs related to this transfer and other compulsory papers will be charged to the buyer.

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.

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
NAME ON THE INVOICE CANNOT BE CHANGED AFTER AUCTION DAY.**

PLEASE NOTE:

Ritchie Bros. is required to cancel the Registration paper ("Radiazione Per Esportazione") for any vehicle sold out of Italy with an Italian Registration or a Temporary Italian Registration. This proves to the Italian Authorities that the vehicle has been sold and exported out of Italy. **The cost of issuing the "Radiazione per Esportazione" is € 132 per registered motor vehicle. Cost will be charged to the buyer.**

Ritchie Bros. will only release any Italian registered motor vehicle sold out of Italy, when Registration document is being cancelled at Italian Department of Motor Vehicle.

Lots which have a motor vehicle registration will be noted. Motor vehicles without registrations will also be noted as such. Please check with 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.

SPECIAL NOTES REGARDING REGISTERED ITEMS

Notice to European (Non-Italian) Buyers Purchasing Registered Items

A € 40 documentation fee per invoice will be charged to European buyers (non-Italian) buying Registered Items in order to ship original document by courier.

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 the nearest Ritchie Bros. representative immediately.

VAT, EXPORT AND TRANSPORT

The participant of this auction site 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. 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. 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

ADDITIONAL NOTES

VAT

VAT and other DUTIES as they may apply are the buyer's responsibility .

Italian Value Added Tax (VAT) will apply in the following cases:

- a) Italian registered companies or items that remain in Italy
- 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 and confirmation of exit to caorsomail@rbauction.com within the 90 days since invoice date.

VALID PROOF OF TRANSPORT FOR EU BUYERS:

Valid proof of transport for EU buyers: A valid CMR document must mention "Ritchie Bros. Italia Srl as agent for [*the full Buyer details*]" in box 1; the full Buyer details in box 2 and 3; "Ritchie Bros. Italia Srl" in box 4; lot number and full lot description in box 6; "Goods released EXW, Buyer responsible for Loading" in box 13; non franco/EXW in box 14; 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 Buyer's behalf, all transport documents.

IMPORTANT NOTICE FOR NON-EU BUYERS

Official Customs documents provided by the local Customs Authorities. Ritchie Bros. Italia Srl must appear as the exporter on the export document. The lots must be clearly described and identifiable. The invoice number must be stated on export document. We require the final proof of export (i.a. "exit confirmation" or "goods departed" confirmation), the intention only is not considered sufficient.

Buyers that will export the goods out of the European Union (non-EU buyers) are **required to engage Sesap Srl or any other export agent communicated by Ritchie Bros. Italia Srl as mandatory export agent** and are required to pay a deposit on all items for export bought at the auction. The deposit equals the local standard VAT rate calculated on the purchase price of the items. 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 of all purchased Lots. Non-EU Buyers should provide accurate and matching bank details in order to facilitate timely refund of deposits. You are not allowed to use Ritchie Bros. Italia Srl. to be stated on the Bill of Lading (B/L).

To avoid the VAT deposit for items to be shipped for export, Non-EU buyers can engage the services of **RB Logistics:**

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

Of course you are welcome to choose a different shipping company but please note that we will then have to charge a VAT deposit of 22% on all purchases.

Export documents are provided by Ritchie Bros. Italia Srl and the cost for **each custom document issued is €95 to be paid the Buyer.**

Please confirm your chosen shipping company by completing the Authorization Form, and e-mail it to us at caorsomail@rbauktion.com.

Please do not hesitate to contact RBL at +31.168.39.22.00 if you should have any question regarding this matter.

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 our yard for more than 90 days.

ADDITIONAL SERVICES

Ritchie Bros. now offers a range of in-house and 3rd party 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 rbauktion.com

Transport & Shipment – if you are looking for full service Transport & Shipping solutions Ritchie Bros. Logistics can provide multiple options.

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.

Self-propelled machines Loading/Unloading – loading and unloading of self-propelled machines by authorized external staff at a cost of € 50 (+VAT for Italian customers) per unit.

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

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. Italia Srl is NOT responsible for injuries sustained or damages to or loss of property occurring from any cause whatsoever.

**In case of an
emergency call 118 or
0039 0523-818801**

SITE SPECIFIC TERMS

These Site Specific Terms should be read in conjunction with the Bidder 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 Italian version of the Site Specific Terms and this version, the English version will prevail over the Italian version.

THANK YOU FOR YOUR VALUED BUSINESS.

Check our web site for upcoming Auctions

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