

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 PM \*\***

**SITE SPECIFIC TERMS FOR SAINT AUBIN SUR GAILLON FRANCE 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 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 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.

VAT applies to these fees and must be paid by ALL buyers. Purchases must be paid in full in Euro within 7 days of the end of the auction. No removal is allowed based on a bank advice or partial payment.

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. 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.

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 at our sale site.**

**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 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:**

**INVOICE NUMBER, NAME AND BUYER  
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.

**Names on VAT invoices cannot be changed after sale day.**

## **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 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 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 your nominated transport company must present the QR code sent by email. 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 units, 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 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. 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 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 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 last item has been sold.

Ritchie Bros. will not:

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

## **TERMS OF SALE (SUMMARY)**

- **Every item is 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 Ritchie Bros.

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.**

The auction will be conducted in the presence of the French auctioneer: Pascal Berquat.

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

## **MOTOR VEHICLE/REGISTRATION REQUIREMENTS**

Lots which have a vehicle registration will be noted in the catalogue as "Carte Grise/Registration". Motor vehicles without registrations will also be noted as NO 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 the 20th of May 2018 for all vehicles under 3.5 T, 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

**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**

### **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.

### **SPECIAL NOTES REGARDING REGISTERED ITEMS**

#### **Notice to Buyers Purchasing Registered Items**

Please note that an administration charge of € 15 plus VAT per invoice will be applicable for buyers' purchasing items which come with a registration.

### **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 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 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 used 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 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 visitor 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. 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 NOTES**

### **VAT**

VAT and other DUTIES as they may apply are the buyer's responsibility. Local Value Added Tax (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 after 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 since invoice date
- d) Non-duty-free items (items in the Bonded yard) 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.

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 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.

Buyers that will export the goods out of the European Union (non-EU buyers) are required to engage with any export agent communicated by Ritchie Bros. 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 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 of all purchased Lots. Non-EU Buyers should provide accurate bank details in order to facilitate timely refund of deposits. You are not allowed to use Ritchie Bros. Auctioneers France SAS 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 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 (note: not export agent, which is always mandatory per the above), but please note that we will then have to charge a VAT deposit on all purchases.**

Non-Duty-Free items are not subject to local VAT.

### **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 after the relevant auction.**

### 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](https://www.rbauction.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.

**Financing** – Choose financing to buy equipment and trucks for your business. Visit <https://www.rbauction.fr/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. Auctioneers France SAS 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 French version of the Site-Specific Terms and this version, the English version will prevail over the French 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](https://www.rbauction.com)