

Yamada Tender Auction Terms & Conditions

1) Auction announcement

Once our next auction is scheduled, unit list with minimum selling price and the bidding due date will be informed on our website. Details and pictures of the listed units are also available on our website until the bid due date.

2) Submit your bidding price

When you would like to bid for any unit, you are required to declare your EXW bidding price in JPY by submitting us the Auction Entry Sheet. You can either fill in the Auction Entry Sheet on WORD file or you can also print out the sheet in order to fill in by handwriting and submit us by PDF file. Once you prepare a complete Auction Entry Sheet, it has to be sent to sales@yamada-co.jp before the approximate due time in JST.

Please note that any bids submitted after the due will not be accepted under any circumstances.

3) Auction

All the bids are opened on the next working day after the due date, and the highest bidder become a winner. Auction results will be disclosed on our website once all the bids are opened. If the highest bidding price was submitted from multiple bidders, we shall choose the winner by a lottery.

*Bids are not cancelable once they have been submitted by email.

4) Payment

If you win the unit, you will be informed by email with an invoice of total value inclusive of shipping costs (Total value will remain as EXW price if domestic buyers). Trade term for overseas buyers are either CIF, C&F or FOB of your choice and we don't have any service for importation/inland transportation in any country.

Full payments for the invoice must be made swiftly either by T.T. or L/C after the invoice has been sent to you.

<T.T. payment due>

T.T. payment receipt must be submitted to us within 5 working days after the day the invoice is issued.

<L/C payment due>

L/C draft must be submitted to us within 5 working days after the day the invoice is issued. Draft amendments has to be made within 3 working days, if required any.

Bank: MUFG BANK, LTD.

Account number: 4582262(JPY)

Beneficiary name: Yamada Sharyo Co., Ltd.

If the payment procedures have not been followed as the due above, you will automatically lose the priority for the unit and the right to participate in our next 2 auctions.

*Bank Handling Fee: Any bank fees charged for the payment transfer must be paid by the sender.

*Tax: Consumption tax will be added to the EXW price for the domestic tender winners.

*Cancellation: No cancellation after the payment has been accepted.

5) Delivery

After the T.T. payment is confirmed in our account or after we confirm the L/C is opened, your vehicle will be prepared for its shipping. You will be required to submit your consignee information in order for us to submit them to the shipping line. Shipping schedule will also be informed to you accordingly.

Domestic buyers have allowance of 2 weeks from the day the invoice has issued to complete carrying out the winning vehicle from our yard. Our yard is open on weekdays from 9am to 5pm except for national/company holidays. Pick up date and time must be informed to us by the day before its date.

Yard Address: 1-13-31, Matsue, Kurashiki, Okayama

In case the vehicle has not been carried out from our yard after 2 weeks, you will automatically lose the priority for the unit and the right to participate in our next 2 auctions.

6) Compensation

If any defects of the vehicle or errors on condition reports have found after the bidding, Yamada Sharyo Co., Ltd. shall discuss the resolution with the bidder for an amicable settlement. However, Yamada Sharyo Co., Ltd., the host of this auction, have the right to declare the final decision in accordance with their auction policy.

7) Caution & Disclaimer

- All items are sold on "as is" condition only.
- Condition reports are to publish our original inspection and they are not for guaranteeing the actual condition of vehicles. Although we try our best to take clear pictures to tell the actual condition of the vehicle, it does not mean all the defects including overlooked conditions are shown on the pictures. If there is anything unclear about the condition, please let us know before the bid due date.
- Oil spills, sticking, rust, damage to the electrical system due to weather condition of over time and other external factors are all under the responsibility of the winning bidder, regardless of climate or any other factors.

- Yamada Sharyo Co., Ltd. may not be able to help you to load the vehicle into the carrier when you collect the vehicle if the carrier is illegal or considered the loading is not safe.
- Yamada Sharyo Co., Ltd. may refuse bids from buyers who are deemed to interfere with the operation of fair auction or that may impede operations without prior notice.
- Yamada Sharyo Co., Ltd. is eligible to change the Tender Auction Terms & Conditions without any announcements.
- Yamada Sharyo Co., Ltd. assume no responsibility whatsoever for any damages including the trouble with a third party resulting from the use of this auction.
- Yamada Sharyo Co., Ltd. has a right to disable bids and cancel the contract at any times with fair reasons.

Example

- (a) Trouble caused by delay or non-delivery of bid due to the communication environment of Yamada Sharyo Co., Ltd. or bidders.
 - (b) Problems caused by differences in the description of exhibited products.
 - (c) Troubles related with the cancel/delay of the vehicle handover due to the failure of transferring the ownership of the vehicle etc
- Any problems raised with this Yamada Tender Auction will be solved base on either “Yamada Tender Auction Terms & Conditions” or “Terms of Use” of Yamada website. In case of doubt about matters not stipulated in the rules and their interpretation, Yamada Sharyo Co., Ltd. and the bidder shall make a satisfactory settlement through mutual consultation.

Yamada Website Terms of Use: <https://yamada-co.jp/en/termsfuse/>