

SAMIL EVENT TERMS AND CONDITIONS

**BIDDER REPRESENTATIONS, OBLIGATION, RESPONSIBILITIES AND
WARRANTIES**

The Bidder represents and warrants to the Service Provider that:-

1. Bidder shall pay a nominal fee of Rs. 100/- (Rupees One Hundred) towards Event Participation Fee.
2. Every item offered for disposal is/are offered or sold on "AS IS WHERE IS CONDITION" with no guarantee or warranty on the part of SAMIL/Owner/Seller.
3. Bidder hereby represent that he/she has crossed checked documents and inspect the vehicle/equipment/assets before bidding;
4. Entire Sale amount to be deposited within (7) seven working days from the date of declaration of the successful bidder by the seller/owner;
5. Successful Bidder is fully responsible for taking Delivery/Removal of all the vehicles/equipment/asset from Automall after full payment is made to the Owner/Supplier and Facilitation Fee exclusive of GST to SAMIL. RTA charges & other tax liability pertaining to transaction is successful bidder obligation;
6. Successful Bidder hereby assured that he/she will get the ownership transferred within 30 working days from date of event & will submit such transfer copy to Seller & SAMIL.
7. All acquire vehicle/equipment must be removed within maximum seven (7) calendar days from the date of disposal event, else storage/parking fee @Rs. 500/- (Rupees Five hundred) exclusive of GST/applicable taxes per vehicle/equipment per day will be applicable;
8. In the event Bidder fails to remove the Vehicle/equipment within maximum of 30 (Thirty) calendar days from the date of disposal event, Bidder authorizes Service Provider/Seller to dispose of the Vehicle/equipment parked in the yard to satisfy its parking charges and deposit the rest of the balance amount in the bank account (as provided) of the Bidder.
9. All original / available documents i.e., RC, insurance, transfer from etc., shall be provided by the Owner/Supplier within 30 days on the receipt of entire payment;
10. Default in payment and removal of asset within stipulated time frame shall result in forfeiture of RSD and other paid amount, and cancelation of deal and assets/equipments were resold without giving any notice;
11. The Bidder undertakes and warrants SAMIL that it will not buy the Assets via any other channel/directly through Owner/Supplier of sale, as long as the display for a particular Asset is live in the channel authorized by the Supplier/Owner to SAMIL;
12. Bidder after declared as successful bidder by the Owner/Supplier will be, the beneficial owner of the Assets until the payment of entire consideration and facilitation fee exclusive of GST and shall indemnify the Service Provider /Supplier/Owner against all claim or transfer of title by him/her and shall be responsible for all taxes arising out of the services received under this Agreement or any charge, duty, penalty, court litigation of competent jurisdiction of any kind or contractual obligations or interests etc., of any kind or nature whatsoever arising after taking possession of the vehicle/asset;
13. The Bidder acknowledges that it may receive confidential information and trade secrets ("Confidential Information") from SAMIL while carrying out the actions contemplated by this Service Agreement. During the period this Agreement is in effect, and at all times

afterwards, the bidder, and its employees shall safeguard the Confidential Information of SAMIL with the same degree of care that it uses to protect its own confidential information and shall not disseminate, disclose, sell, publish, or otherwise make available this information to any third party without the prior written consent of SAMIL.

14. Under Finance Act 2016, New Provision “Tax Collection at Source (TCS) single invoice above Rs. Two Lakh and below Rs. Ten Lakh attract 1% of the cash transaction as income tax and for all vehicle sold above Rs. Ten (10) Lac will attract 1% of the sale consideration as income tax, therefore seller has to collect the Tax from buyer and has to remit the same into Income Tax. Buyer has to remit additionally over and above sale consideration to the seller towards Income Tax. (For applicability Pls. refer latest terms and conditions of TCS new provision under Finance Act 2016).
15. Conditions together with those set out in the details available in the catalogue and in the Service Agreement are the terms and conditions subject to which Shriram Automall India Ltd., (“the Service Provider”) will facilitate disposal and acquisition of vehicles / asset by the Owner / Seller and the successful bidder (“the Bidder”)
16. For Event Registration bidder have to pay SAMIL a sum of Rs. 19, 999/- (Rupees Nineteen Thousand Nine Hundred Ninety Nine) as refundable security deposit (RSD) thus bidder is entitled to bid up to 10 times of the RSD amount. The bidder can enhance his bidding limit by depositing additional RSD anytime during the bidding process.
17. For Event Registration to Corporate Bidder must deposit either centralized RSD deposit of Rs. (5) Five Lac or letter from “Respective Corporate” guarantying seller payment within 7 days of event. For registration, Company has to share details of authorized officer(s) /person(s) either through mail or in writing to SAMIL in advance.
18. Bidder/Authorized official must carry his/her Authorization letter, KYC, i.e., copy of PAN Card (mandatory), Address Proof document i.e., Passport or Driving License or Voter's ID or Aadhaar Card as entry to the event. Entry is strictly reserved for registered bidder(s) only.
19. For registration the bidder must present personally with copy of PAN Card (mandatory) and Address Proof document i.e., Passport or Driving License or Voter's ID or Adhaar Card. Entry to the event is strictly restricted to the registered bidder only.
20. In case a registered bidder does not buy vehicle or equipment, then the refund of RSD will be made immediately after the closure of the bidding process.
21. Any cash received more than Rs.19,999/- towards RSD will be refunded to unsuccessful bidder in the form of cheque or DD or NEFT transfer within 3 working days at any given branch location subject to submission of Bank particulars by the customer.
22. For NEFT transfer the following details are required : IFSC code Account No., Bank Name, Bank Branch Name, Bank Branch Code, Beneficiary Name (Bidders Name must be same as per ID proof given) and the ID Address proof is given for registration) and bidder’s name in the Bank should be same.
23. RSD will be refunded to successful bidder only after realization and confirmation of the entire sale proceeds by the Seller and after clearing the due payment of Service Provider i.e., SAMIL applicable facilitation fees/fee/tax which is not adjustable against RSD amount.
24. The Service Provider may at its discretion or upon the instruction of the Owner / Seller may alter or withdraw all or any lots referred in the event catalogue up to the moment at which the hammer falls (Final Successful Bidder is declared) in relation to such lot(s) or may withdraw that lot in the event that the highest bid price does not meet the reserved price or Where two or more consecutive lots are similar in quantity and description, offer a choice on

- any subsequent lots to the bidder at the same price or bid for any lot or lots offered for sale at the Event.
25. Successful Bidder should be responsible for the payment of the Sale consideration, together with all statutory sale or other taxes due on all acquire made using the Bidder Number regardless of whether it is in the Bidder's possession or not, and to pay taxes including but not limited to GST or be held responsible for the payment of any penalty or interest resulting from any failure to abide any legal obligation/event terms & conditions.
 26. Each vehicle/ equipment offered in bidding shall be sold to the highest Bidder and in the event of any dispute arising between bidders such disputes shall be dealt with in such manner as the Service Provider may in its absolute discretion deem fit and proper to determine. Service Provider may without ascribing any reason therefore, refuse to accept any bid as per the Owner's /Seller's instructions or may itself bid for the asset in question on behalf of any third party. Insurance of the asset is successful bidder obligation.
 27. The successful bidder will pay to the SAMIL facilitation fees as stipulated in the Catalogue the same is not negotiable and is payable by all. Similarly the Service Provider, when rendering services for the Seller / Owner, may receive facilitation fee from the Seller / Owner.
 28. All goods are sold as per the specifications shown in the catalogues. Service Provider has used its reasonable endeavours to ensure that the descriptions of each vehicle/equipment match the specifications in the catalogue and the bidder relies upon such description to bid for the vehicle/equipment in "as is where is condition" at his own risk. Bidders should satisfy themselves prior to the sale/bid as to the condition of the vehicle/equipment and should exercise and rely on their judgment as to whether the vehicle/equipment accords/corresponds with its description. The vehicle/equipment sold in this event is used unless specifically mentioned as un-used. Subject to the conditions of sale, the bidder can neither hold Service Provider nor its executives responsible/liable for errors of description or for the genuineness or authority of any vehicle/equipment and no warranty whatsoever is given by Service Provider to the bidder in respect of any vehicle/equipment and any expressed or implied conditions or warranties are hereby excluded.
 29. Service Provider here by severally excludes liability for any accident or injury, howsoever arising or sustained by any person or persons who may be present at the premises during the event, inspection, bid, collection or any other activity related to the said event.
 30. The successful bidder shall pay a documentation service fee of Rs. 2,000/-(Rupees Two Thousand) exclusive of GST/ applicable Tax, if availed, and shall also reimburse the actual expenses, towards processing of documents with Regional Transport Authority (RTA) etc.
 31. The successful bidder, if availed refurbishment services, shall pay a sum of Rs. 2000/- (Rupees Two Thousand) exclusive of GST/ applicable tax, etc., in connection with said refurbishment services i.e., cleaning, washing, tyer inflation/puncher minor repairs, labor charges etc., of the vehicles by Service Provider with prior approval of the bidder.
 32. Successful Bidder hereby acknowledges that he/she is barred to file any suit/claim/case/dispute based on year of manufacturer, description of the asset, missing of any part, documentation, inability to pay, wrong chassis description, vehicle details etc.
 33. Delivery of Vehicle/ assets acquired by the successful bidder (which shall be at the sole expense of the successful bidder) will not be permitted after normal business hours and request by the successful bidder is to be made within reasonable business hours followed by payment in full of the facilitation fees and other dues due to the Service Provider.

“Reasonable Business hours” will depend on the nature and circumstances of each case. Without prejudice to the generality of the foregoing, any suspension or failure of material services resulting from civil commotion, strike or other industrial action or other impediment etc., impairing the normal delivery, is outside the control of the SAMIL.

34. All vehicles/ equipment will be cleared by the successful bidder from the premises at which they are sold, not later than the time period as specified in the Catalogue and this condition shall be the essence of the contract.
35. After declared as successful bidder the Assets shall remain at the sole risk of bidder and shall be responsible for any loss or damage to the Assets & equipment until the earliest of the removal of the Assets from the event site by the successful bidder or upon receipt by Supplier /Owner.
36. Successful Bidder acknowledges that SAMIL has taken yards on lease and upon lease termination, expiry etc., he shall have to bear (their) vehicle shifting charges to a new yard.
37. Any dispute or differences which may arise between the Parties hereto as to the meaning, construction, or effect of any of the terms and provisions of this Agreement or as to the rights or claims of either Party under this Agreement shall be referred to sole Arbitrator appointed by SAMIL. The Arbitration proceedings shall take place at Delhi and will be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory amendment thereto or any re- enactment thereof for the time being in force. Any Order, Direction, Award of the above Arbitrator shall be final and binding on both the Parties. The language of Arbitration shall be English;
38. This Contract shall be governed by the laws of India and any disputes arising in connection herewith shall be adjudicated by a court in Delhi, (India).
39. I/We declare that I/we am/are the Successful Bidder of the Assets & equipment, hereof and as such have knowledge of the matters set out in this Agreement and that the representations and warranties to follow terms & conditions of the service provider.
40. All rights and defences available to the Service Providers hereunder shall extend to the Owner/Seller. It is hereby informed to all Bidder's and participants that, videos and photographs of the events shall be used for our promotional, marketing, publicity, record keeping and other such related purposes. The Successful Bidders hereby agrees that the decision of Seller/ Owner is final with respect to the transaction.
41. All SAMIL brochures /catalogues are only an invitation and not an offer to sell. The offer to sell occurs at the time of the event.
42. All photographs in brochures, catalogues or in display are just for illustration purpose. Bidder should physically inspect the vehicle/equipment and the documents to their satisfaction before bidding.
43. All Registered Users hereby authorize SAMIL to update all event information by SMS, Phone Call, Email etc.
44. Pls. refer catalogue for other terms and conditions.