

**SHRIRAM AUTOMALL INDIA LIMITED  
ONLINE & OFFLINE SERVICES USER AGREEMENT  
TERMS & CONDITIONS OF SITE & MOBILE APP USE**

**Overview**

This “Terms of Use” Agreement (the "Agreement") describes the terms and conditions applicable to your use of our website, <https://bids.samil.in> and mobile application, MYSAMIL (hereafter referred to as the "Site").

This Agreement is entered into between you (the "User"/ “You”) and Shriram Automall India Ltd ("SAMIL" or “Service Provider”).

By accessing and using this Site, you indicate that you accept to (unconditionally and irrevocably) this Agreement and the Privacy Policy linked to this Agreement, along with all applicable laws and regulations and it shall be a legally binding Agreement between you and SAMIL. If you do not accept the terms and conditions of this Agreement or do not wish to be bound by this Agreement, please refrain from using the Site and exit immediately. You should be minimum (18) eighteen years of age or above and should have read and accepted the full Agreement and the linked information before using the site.

The Site is owned and operated by SAMIL, whose Head Office is located at: Unit No. 701-711, 7<sup>th</sup> Floor, Best Business Park, Plot No. P-2, Netaji Subhash Place, Pitampura, Delhi – 110034.

You represent and warrant that you possess the legal right and ability to enter into this Agreement and to use this Site in accordance with all terms and conditions hereinafter contained in it. You also acknowledge and agree that, unless SAMIL specifically provides otherwise, this Agreement only applies to this Site and SAMIL’s online Services available on this Site, and does not apply to any of SAMIL’s offline services.

SAMIL reserves the right to periodically change the terms and conditions of this Agreement and it is the “Users” responsibility to periodically review any and all changes made to these terms and conditions prior to each use of this Site. By using this Site, you agree in advance to accept any such changes.

**Modification of the Site**

SAMIL reserves the right to change, modify, alter, update or discontinue the terms, conditions and notices under which this Site is offered and the services, features, links, content, information and any other materials offered via this Site at any time and from time to time without notice, at its sole discretion. By your continuous use of the Site following such modifications, alterations or updates, you agree to be bound by such modifications, alterations, or updates. SAMIL only grants you permission to access and make use of the Services provided in the Site. You are not authorized to download the code, prohibited content or modify/ alter/ change/ amend/ vary/transform/ revise the Site in any manner.

**DEFINITIONS**

- a. “**Disposal Facilitation Service(s)**” shall mean services of providing an on-line platform to facilitate the competitive disposal of Vehicles or any other item legally disposed.
- b. “**Auto Bid**” shall mean and include the bid placed by Service Provider / SAMIL on behalf of the User upon any authorization from the User to increase the bid upto the maximum bid amount as quoted by the User during the sale of assets.

- c. **“Buyer’s Premium”** shall mean the consideration payable to Service Provider / SAMIL by the User upon successful bidding or if declared as a Winning Bidder of the Vehicle/Asset for availing the **Disposal** Facilitation Services provided by Service Provider / SAMIL.
- d. **“Credit Limit Slab”** shall mean the limit prescribed as under or any amendment thereto pursuant to which the security deposit is payable by the User at the sole discretion of Service Provider / SAMIL.
- e. **“Service Period”/ “Event”** shall mean and include such period, mentioning the start date and time and the end date and time i.e. providing a specific period for purchase of the Vehicles/Assets.
- f. **“Offer”** means offer or proposal/s made to the seller, confirming payment in full, if declared as the Winning Bidder and accepting the Vehicle/Assets against final offered price quoted during the Event. (It includes offers during a disposal Event in which people compete by raising the offer or proposal until the Event closes and there is no more offer or proposal made.)
- g. **“Bid Price”** is a price, which may be equal to or more than the minimum price, last bid price, offered by User / You, as a bidder, for the purpose of purchasing the Vehicle / Assets.
- h. **“Delivery”** means delivery of the Vehicle / Asset by the Owner / Seller to the Winning Bidder in accordance with this Agreement.
- i. **“Last offer price”** shall mean the price, which is the highest price quoted by the User for the Vehicles /Assets, at the end of the Service Period.
- j. **“Minimum Price/Starting Price”** means minimum price quoted for the Vehicles/Assets and as displayed on the Site.
- k. **“Negotiated Sale”/ “Bulk Bargain”** shall mean and include the purchase of large scale of assets by the User by availing the Disposal Facilitation Services of SAMIL.
- l. **“Proxy Bid”** shall mean and include the bid placed by SAMIL on behalf of the User upon any authorization from the User by accepting a separate terms and conditions of such proxy bids to increase the bid up to the maximum bid amount as quoted by the User during the disposal Event of assets by the payment of a refundable security deposit amount.
- m. **“Registered User”** shall mean each User who registers at On-line Platform of SAMIL by providing require information (such as GSTIN/ Unique Id of registered recipient, name, address, telephone and fax number, email address, details of its business, etc.) and accepts this "terms of use" of the Site and provided all the necessary documents as per the Know Your Customer (KYC) norms (as mentioned on the Site) to participate in the disposal Event.
- n. **“Disposal”** shall mean and include transfer of possession and ownership of Vehicle/Asset for specified amount (Winning Bidder of Vehicles / Assets at maximum Offer/proposal).
- o. **“Variable Bids”** shall mean and include the variable limit which SAMIL fixes at its sole discretion limiting the number of bids to be placed by the prospective buyer.
- p. **“Taxes”** shall mean and include **GST** (Goods & Service Tax) and withholding taxes including but not limited to and other levies that are applicable on any payments or transactions envisaged under this Agreement.
- q. **“User”** is any person who accesses the Site for whatever purpose, regardless of whether the said User has registered with Service Provider / SAMIL as a Registered User or otherwise. A User includes a business entity and any legal entity which may be represented by such person under actual or apparent authority.
- r. **“Vehicle(s)/Assets”** shall mean the vehicle offered by the Owner / Seller for Disposal on the Site.
- s. **“Winning Bidder”** shall mean and include a person whose bid is the highest, in terms of price, at the end of Service Period.

- t. **“Owner”/ “Seller”** shall mean and include the person/s or any entity/ies that has/have all the legal rights and title over the Vehicles/Assets and is legally entitled to dispose such Vehicles/Assets using Disposal Facilitation Services of SAMIL and transfer such Vehicles/Assets with clear title.

**Registration Fee:**

Category	Amount (Rs)
Annual Membership Fee(Non-refundable / Non Transferable for both SAMIL & CTE portal)	Rs. 10,000* + Goods and Service Tax (GST)
Annual Renewal Fees (Non-refundable / Non Transferable for both SAMIL & CTE portal)	Rs. 7,500* + Goods and Service Tax (GST)
Re-activation Fees (Non-refundable / Non Transferable for both SAMIL & CTE portal)	Rs. 10,000* + Goods and Service Tax (GST)
Deposit (Refundable)	Rs. 10,000/- or more depending upon nature of service/ business

- Non-refundable and non-transferable membership Fees to be paid by the bidder at the time of enrolment and annually on the same date.
- In the event of a default, deposit amount will be forfeited & reactivation fees + deposit will have to be paid by bidder.
- Deposit-Amount to be paid by the Auction Buyers at the time of enrolment for guaranteed fulfillment of transactions. Deposit amount will be variable.

\*SAMIL reserves rights to increase annual subscription, renewal or reactivation fees without assigning any notice to the registered bidders.

\*GST Registered Dealer has to share its GSTIN/ Unique Id of registered recipient.

**Usage of Site**

This Site acts only as a venue/platform for its Users to negotiate/interact for acquiring / Disposal of Vehicles or other items, on such terms and in the manner mutually agreed between User / You and the other party/Owner/ Seller. For all Disposal Facilitation Services, SAMIL shall not be involved in the actual transaction taking place between buyers/Users and Sellers and SAMIL is therefore not a party to any contract/sale, negotiated between buyers/Users and Owner/Sellers. All transactions under the Site will solely and exclusively be your responsibility. SAMIL merely acts as a facilitator and will not be liable for any loss that you may incur, while negotiating / interacting or for any act / omission of the Owner/Seller or any third party. You are advised to be diligent and exercise due & pragmatic caution before agreeing upon any understanding. Users may use this Site solely for their own personal or internal purposes.

You agree that you shall not copy, reproduce or download any information, text, images, video clips, directories, files, databases or listings available on or through the Site for the purpose of re-selling or re-distributing, mass mailing (via emails, wireless text messages, physical mail or otherwise), or operating a business that competes with SAMIL.

Systematic retrieval of any information from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without the prior written permission from SAMIL, is prohibited. In addition, use of the content or materials of the Site, for any purpose not expressly permitted in this Agreement is prohibited.

As a condition of your use of the Disposal Facilitation Services provided under the Site, you shall not undertake any scheme which will undermine the integrity of the computer systems or networks used by SAMIL and/or any other User and no User shall attempt to gain unauthorized access to such computer systems or networks. You shall not use the services provided by SAMIL in any manner that could damage, disable, overburden or impair any SAMIL's server or the network(s) connected to any SAMIL server or interfere with any other party's use and enjoyment of any Disposal Facilitation Services.

**Restrictions:**

User/You will not, and you will not assist, permit or enable others to, do any of the following:

- a. use any robot, spider, scraper, data mining tool, data gathering or extraction tool, or any other automated means to access, collect, copy or record the Site or Services or deeds;
- b. copy, transfer, assign, sublicense, modify, alter, or create derivative works of any part of the Services or any of our Intellectual Property etc;
- c. remove any copyright notices or proprietary legends from the Services;
- d. take photos, screenshots or other images of the Services or otherwise extract reports and other output of the Services, other than records of your auction registrations and past purchases that you take via any download and related functionality provided on the Services ("User Account History and Content");
- e. use the Services in any manner or for any purpose that violates any applicable law of land, regulation, legal requirement or obligation, contractual obligation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or which otherwise may be harmful (in our sole discretion) to us, our providers, our suppliers or Users;
- f. use the Services in competition with us, to develop competing products or services, or otherwise to our detriment or commercial disadvantage;
- g. use the Services for benchmarking or competitive analysis of the Services;
- h. impersonate another person or misrepresent your affiliation with a person or entity, hide or attempt to hide your identity, or otherwise use the Services for any invasive or fraudulent purpose, including, for example, for domain spoofing or other forms of phishing;
- i. share passwords or authentication credentials for the Services;
- j. You may never use another User's User Account without permission.
- k. Engage in any form of shill bidding, including collusion, bid manipulation and bidding on items that you, or a party affiliated with you, are selling in an auction.

**Third Party Content**

Some of the Content/information displayed on this Site is provided or posted by third parties ("Third Party Content") which may be from independent websites, over which SAMIL has no control or ownership. SAMIL may not be the author of third-party content, whether contributed by anonymous users or paid content providers. You agree and understand that by visiting such websites you are beyond SAMIL's Site. Neither SAMIL nor any of our affiliates, directors, officers or employees have entered into any sales agency relationship with such third party by

virtue of our display of the Third Party Content on the Site. Any Third Party Content is the sole responsibility of the party who provided the content. SAMIL is not responsible for the authenticity, availability, suitability, reliability, accuracy, propriety, lawfulness or truthfulness of any Third Party Content, and shall not be liable to any User in connection with such User's reliance of such Third Party Content, as the same is provided on "as is" without warranty of any kind. In addition, SAMIL is not responsible for the conduct of any User's activities on the Site, and shall not be liable to any person in connection with any damage suffered by any person as a result of such User's conduct. SAMIL may allow User access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such third party's website. You are cautioned to read such websites' terms and conditions and/or privacy policies before using such websites in order to be aware of the terms and conditions of your use of such websites. User acknowledges that SAMIL has no control over such third party's website, does not monitor such websites, and SAMIL shall not be responsible or liable to anyone for such web site, or any content, products or services whatsoever that made available on such a website.

### **Vehicle/Assets**

The Vehicles / Assets listed on the Site belong to third parties i.e., Sellers/Owners and are not owned by SAMIL. SAMIL offers no express or implied warranty on any Vehicle /Assets unless specified otherwise. All express or implied representations regarding a Vehicle/Asset are that of the Seller and not of SAMIL unless explicitly stated otherwise. SAMIL acts as a mere facilitator for Disposal of Vehicle between the Registered User and Owner and all commercial / contractual terms are offered by and agreed to between the Registered User and Owners alone. The commercial / contractual terms includes without limitation price, warranties related to Vehicle, etc., over which the Owner of the Vehicle has complete control. User acknowledges that an Offer initiates a non-binding transaction representing the User's serious expression of interest in buying the Owner's Vehicle, including offering the Last Offer Price for the Vehicle, and does not create a formal contract between the Registered User and Seller.

### **Registered Users**

Individual registration, by the User is required to become a Registered User to dispose off/purchase the Vehicles offered under this Site.

The Registered User is required to fill an online registration form available on the Site by providing true, correct and accurate information, such as name, address, mobile, telephone, and fax number, valid email address, details of business, etc. during time of registration. A system generated password shall be mailed to the Registered User on successful submission of registration form. The Registered User is advised to change the password immediately upon logging into the Site for the first time.

To become a Registered User, the User must study: (i) accept the "terms of use" of this Site; (ii) Validate his/her email ID; (iii) provide all the necessary / required documents as per the Know Your Customer (KYC) norms (as detailed herein below).

**Know Your Customer (KYC) Documents includes:**

- a. PAN Card – MANDATORY
- b. Address proof (Electricity bill or Phone Bill or Ration card)
- c. Identity proof
- d. Business Proof

- e. GST Registered Dealer has to share GSTIN/ Unique Id of registered recipient.

Within forty eight (48) hours of validation of KYC documents, SAMIL team shall activate the Registered User's account created by the User himself/herself by registering on this Site after completing the On-line Registration process, accepting the terms of Use and providing the KYC documents to SAMIL. SAMIL shall upon such activation of the Registered User account intimate the Registered User, accordingly.

Notwithstanding the above, SAMIL reserves the right to introduce newer type(s) of fee, charges or other consideration, cancel, modify, increase, decrease or withdraw the fees levied, at any point of time and without any prior notice or assigning any reason thereof. Thereafter, each Registered User will be able to log-in and access their own account by feeding in the user alias ("User ID") and password ("Password").

Our Disposal Facilitation Services are available only to those individuals /companies / entities that can form legally binding contracts under the applicable law. Also, the User(s) must not be minor as per Indian Law, i.e. user(s) must be of sound mind and at least 18 years of age to be eligible to use the services provided herein.

Notwithstanding the above, SAMIL may refuse registration and deny the issuance of an account and/or email account and associated User ID and Password to any User for whatever reason and without stating any reasons thereof.

The Registered User, an Individual/a business entity / corporation/ legal entity as the case may be, hereby represents that (a) you have the authority to bind the entity to this Agreement; (b) the address you use when registering is the principal place of business of such business entity; and (c) all other information submitted to SAMIL during the registration process is true, accurate, current and complete.

For purposes of this provision, a branch or representative office will not be considered a separate entity and its principal place of business will be deemed to be that of its head office.

By becoming a Registered User, you consent to the inclusion of your personal data in SAMIL's Database.

Each Registered User is required to access his/her account at least once in every sixty (60) days, failing which, SAMIL may, in its sole discretion, disable the user account .

A Registered User may not sell, attempt to sell, Offer to sell, give, assign or otherwise transfer an account, User ID or Password to a third party. In addition, you are entirely responsible for maintaining the confidentiality of your account, User ID and / or Password. SAMIL may suspend or terminate the Account of a Registered User or the transferee of a Registered User in the event of a sale, Offer to sell, gift, assignment or transfer in violation of this section and block access to all users from that IP address, immediately without notice. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify SAMIL immediately of any unauthorized use of your account or any other breach of security. SAMIL will not be liable for any loss that you may incur as a result of unauthorized use of your password or account. However, you could be held liable for losses incurred by SAMIL or another party due to unauthorized use of your account or password.

### **Representations and Warranties**

Each User hereby represents, warrants and agrees to

- a. Provide SAMIL with true, accurate, current and complete information to be displayed on the Site (including personal information)

- b. Maintain and promptly amend all information to keep it true, accurate, current and complete.
- c. Each User hereby grants an irrevocable, perpetual, worldwide and royalty-free, sub licensable (through multiple tiers) license to SAMIL to display and use all information provided such User in accordance with the purposes set forth in this Agreement and to exercise the copyright, publicity, and database rights you have in such material or information;
- d. Post content or items in an appropriate category or areas on the Site;
- e. Make payment for Vehicles/Assets purchased by User; or
- f. Deliver Vehicles/Assets purchased from the User;
- g. Provide necessary information/data to SAMIL for uploading the data, details, images, video files of Vehicles.

While using the Site, each User represents warrants and agrees not to:

- a. Use the Site, if it is not able to form legally binding contracts or any link is temporarily or indefinitely suspended from SAMIL's Site;
- b. Manipulate the price of any item or interfere with any other User's listings;
- c. Take any action that may undermine the feedback or ratings systems;
- d. Transfer your account (including feedback) and User ID to another party without our consent;
- e. Distribute viruses or any other technologies that may harm SAMIL or the interests or property of SAMIL users;
- f. Copy, modify, or distribute content from the Site and SAMIL copyrights and trademarks; or
- g. Harvest or otherwise collect information about users, including email addresses, without their consent.

Each User agrees to pay a refundable security deposit (RSD) based on the Credit Limit Slab as provided hereunder before submitting the bid amount:

Category	Amount (Rs)	No of Vehicles	Refundable Security Deposit (RSD)
2W*	Max Value	1	1000.00
2W	250000	5	10,000.00
2W	750000	15	20,000.00
2W	900000	30	30,000.00
2W	Max Value	50	50,000.00
4W / FE*	Max Value	1	5,000.00
4W / FE	300000	1	10,000.00
4W	1200000	6	20,000.00
FE	900000	3	20,000.00
4W / FE	1500000	5	30,000.00
4W / FE	Max Value	50	50,000.00
3W	210000	3	10,000.00
3W	700000	10	20,000.00
3W	1050000	15	30,000.00
3W	Max Value	50	50,000.00
CV*	Max No's	1	10,000.00
CV	250000	1	10,000.00
CV	1500000	4	20,000.00
CV	1000000	5	30,000.00
CV	Max Value	50	50,000.00

CE	Max Value	2	50,000.00
CE	Max Value	10	1,00,000.00
CE	Max Value	50	3,00,000.00

A separate slab is being created for insurance reclaim which is as under:

Category	No of Vehicles	Refundable Security Deposit (RSD)
2W/3W/4W/FE/CV/CE	4	10,000.00
	6	15,000.00
	8	20,000.00
	10	25,000.00
	12	30,000.00
	14	35,000.00
	16	40,000.00
	18	45,000.00
	30	50,000.00

Premium Buyers: Top buyer of 2w, 4w & CV will get benefits in the respective category as per the below mentioned slab and will be evaluated every month category-wise on below parameters:

- Timely payment as per the norms,
- Timely Payment receipt updation in the site,
- Top buyer will be evaluated on the basis of their performance in the Events i.e., No. of vehicles picked up against No. of vehicles Won till last month.

Category	Amount(Rs)	No of Vehicles	Refundable Security
<b>2W</b>	75000	15	500
	Max value	Max value	10000
<b>4W</b>	Max value	3	15000
	Max value	Max value	20000
<b>CV</b>	Max value	3	20000
	Max value	Max value	30000

Note: For claiming Refundable Security Deposit (RSD) amount User has to send formal request through his/her ID.

Note: If the payment receipt number is not updated in the system then it will not be included in the buyer assessment process.

Each User represents, warrants and agrees that any Offer made by him/her/it on a Vehicle/Assets listed on the Site is legally binding; and if the User does not fulfill the transaction by paying in full for the Disposal Facilitation Service through the Site he/she/it may be prohibited from participating in future use of the Site and face legal proceedings for any financial loss caused to SAMIL or the Seller of the Vehicle. In addition, under such circumstances, in such case of non-payments of the buyer, SAMIL shall be entitled to forfeit any amount given to SAMIL in way of Refundable Security Deposit (RSD), Security deposit or any bank guarantee, etc. (if any).

**Bidder Fee:**

a. Buyer Fee applicable on Exclusive & Insurance inventory only as per below slab;

Particulars	Service fee (Per Asset exclusive of GST/ applicable Taxes)
Two wheelers	Minimum of Rs. 500/- or 2% of sale amount, whichever is higher
Three wheelers	Minimum Rs. 1,000/- or 2 % of sale amount, whichever is higher
All vehicles having 4 wheels or more (including machines/parts etc.)	Sale value =< 50,000/- Rs. 1,000/-
All vehicles having 4 wheels or more (including machines/parts etc.)	Sale value > 50,000/- Rs. 2,000/- or 2% of sale amount, whichever is higher

or rate as agreed as per the Proxy bid given for the service availed, plus **GST/ applicable Taxes** as service charges to the SAMIL and same is not negotiable and is payable on all acquire.

b. For Non- Exclusive inventory “No Buyer Fee” applicable.

\*GST Rates as per SAC Code shall be applicable on the services provided by SAMIL/Service Provider.

\*Input Tax credit & Reverse Charge Mechanism (RCM) applicable as per GST.

Each User acknowledges that the terms and conditions under this Agreement is applicable to the Negotiated Sale/ Bulk Bargain facility availed by the User for the purchase of large scale of assets by availing Disposal Facilitation Services.

Each User agrees to verify the details as given on the Site & check the actual condition of Vehicles/Assets before placing any Offer/proposal by inspecting the Vehicles/Assets at a location provided by the Owner / Seller.

Each User acknowledges that the User may be required to comply with a separate terms and conditions with respect to Auto Bid and Proxy Bid facility availed by the User upon payment of a refundable security deposit. The User agrees that SAMIL shall not be liable to the User or any third Party for any action or omission pursuant to the authorization given to SAMIL to place the Auto Bid and Proxy Bid. The User agree to indemnify and hold harmless SAMIL and its authorized personnel from and against any and all claims, losses and damages which SAMIL may incur by the Auto Bid and Proxy Bid services.

Each User agrees that if he/she is the Winning Bidder in any competitive Event, he/she shall fulfill his/her purchase commitment by paying for the Vehicle and taking Delivery within 48 hours from the end of the Service Period or else the transaction shall be considered Un-Paid. [A transaction is considered as an Un-Paid Item (UPI) when / as long as, it remains unfulfilled due to Winning Bidder's denial to make the payment to the Seller towards the product won and/or non-provisioning of the status of the transaction to SAMIL within 48 hrs from the end of the Event / listing end date]. SAMIL shall not be held liable by the User and Seller for the Un-paid transaction.

Each User acknowledges that SAMIL shall have the absolute right to limit the Variable Bids by limiting the number of bids available to the User. The User acknowledges that the bid placed after exceeding the Variable Bids prescribed by SAMIL shall not be deemed to be the valid Offer.

Each user shall report to SAMIL the status of the payment made by him to the owner / seller after being declared as "winning bidder". Any failure to do so, will entitle SAMIL to take an

appropriate action against the said winning bidder. His registration can be cancelled and refundable security deposit (RSD) & any additional amount paid can be forfeited as per below slab.

<b>Vehicle Category</b>	<b>Service Fee exclusive of GST/applicable taxes</b>
Bikes & Scooters	min ₹ 2,000/- per bike
Three Wheelers	min ₹ 3,000/- per vehicle
Cars & SUVs	₹ 20,000/- or 10% whichever is higher
Trucks	₹ 20,000 or 10% whichever is higher
Construction Equipment	₹ 20,000/- or 10% whichever is higher
Farm Equipment	₹ 20,000/- or 10% whichever is higher

Additionally, on SAMIL discretion the User ID may be blacklisted for a minimum period of 6 months.

Each User agrees that the final decision for Disposal & Delivery of any such Vehicle/Asset is at the sole discretion of the Owner / Seller.

Each User hereby represents, warrants and agrees that information submitted by it for display on the Site shall not: (a) contain fraudulent information or make fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or items whose sales and/or marketing is prohibited by applicable law, or otherwise promote other illegal activities; (b) be part of a scheme to defraud other Users of the Site or for any other unlawful purpose; (c) relate to sale of Vehicles that infringe or otherwise abet or encourage the infringement or violation of third party rights, or our policies such as the Prohibited and Restricted Items policies; (d) violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation; (f) solicit business from any Users in connection with a commercial activity that competes with SAMIL; (g) contain any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information; (h) link directly or indirectly to or include descriptions of goods or services that are prohibited under this Agreement; or (i) otherwise create any liability on SAMIL or its affiliates.

### **Changes to the Services:**

We may, without prior notice, change the Site or Services, stop providing the Services or features of the Services, to you or to Users generally, or create usage limits for the Site and Services. We may permanently or temporarily terminate or suspend your access to the Site or Services without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination of access for any reason or no reason, you continue to be bound by this Agreement.

### **Termination /Suspension/Deactivation of Account**

If SAMIL reasonably believes that an account and Password is being used / misused in any manner as clarified below, it reserves the absolute right to suspend, or terminate the service to the

User and shall prohibit access to our Site, remove hosted content, and take technical and legal steps to keep such users off the Site.

In connection with the violation pertaining to the foregoing or violation of any user terms provided herein, SAMIL may, at its sole discretion refuse service, restrict, suspend, terminate your account; refuse, move or remove for any reason: a.) any material/information submitted/available on the Site; b.) Deactivate or delete your accounts and all related information and files in your account; c.) any material displayed on the Site which it reasonably believes is unlawful, or that could subject SAMIL to liability, or violates this Agreement; d.) cancel orders (offer/proposal on items entered by You) in its sole discretion with or without cause, and with or without any notice.

SAMIL reserves its right to refuse service, restrict, suspend, terminate your account; (Terminate this Agreement; Terminate or suspend your access to the SAMIL's Site; Refuse, move or remove for any reason any Vehicles for which you submit an Offer on or through the Site; Deactivate or delete your accounts and all related information and files in your account; and, remove or edit contents or cancel orders (entered by you) in its sole discretion and/or (II) with or without cause and / or (III) with or without any prior notice - (A) for any violation of the Terms of Use and/or (B) due to Winning Bidder's (i) refusal to make payments for the winning product(s) due to ANY reason, whatsoever; (ii) inability to be contacted by SAMIL; (iii) non-provisioning of the payment details to SAMIL, as per stipulated terms and conditions of SAMIL (iv) in SAMIL's determination, there is any breach of the provisions of this Agreement by the Registered User; or (v) SAMIL has reasonable grounds to suspect that any information provided by a Registered User is untrue, inaccurate or is not current or is incomplete, or (vi) SAMIL believes that the Registered User's actions may cause financial loss or legal liability to SAMIL or its affiliates, directors, employees, etc. (vii) for such other reasons as SAMIL may deem fit.

Upon such termination or suspension or deactivation etc, your right to use the SAMIL's Site will immediately cease. You can also terminate your account at any time but your information may remain stored in archive on our servers even after the deletion or the termination of your account. Notwithstanding the above, SAMIL may Reactivate the deactivated account / Reinstate the suspended / deactivated account, upon (i) User providing the required data and documents as sought by SAMIL.

Within 48 Hours, SAMIL will activate the User's account and intimate the User, accordingly. In addition, SAMIL reserves the right to introduce newer type(s) of fee, charges or other consideration, cancel, modify, increase, decrease or withdraw the Reactivation/Reinstatement Fees levied, at any point of time and without your prior consent.

## **User Information**

SAMIL reserves the right to cooperate fully with governmental authorities, private investigators and/or third parties in the investigation of any suspected criminal or civil wrongdoing or other unlawful activity. Furthermore, SAMIL may disclose the User's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action, and SAMIL shall not be liable for damages or results thereof and User agrees not to bring any action or claim against SAMIL for such disclosure.

The User hereby agrees that SAMIL shall have no liability to User, including no liability for consequential or any other damages, in the event SAMIL takes any of the actions mentioned in the above clause, and that the User agrees to bear the risk that SAMIL may take such actions.

## **Transactions between Registered Users and Sellers**

SAMIL only provides an electronic web-based platform for exchanging information between buyers/Registered Users and sellers for Disposal of Vehicles/Assets. SAMIL does not represent the Seller or the Registered User in specific transactions. You agree that SAMIL does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the Vehicles/Assets offered for Sale on the Site or the ability of the Sellers to complete a sale or the ability of buyers to complete a purchase. SAMIL does not transfer and is not capable of transferring legal ownership of the Vehicles from the Seller to the buyer. The Users are hereby made aware that there may be risks of dealing with people acting under false pretenses. SAMIL uses several techniques to verify the accuracy of the information. However, user verification on the Internet is difficult, and SAMIL cannot and does not confirm each User's purported identity. SAMIL encourage you to use the various tools available on the Site and all reasonable measures to evaluate the persons you are dealing with.

Each User acknowledges and assumes the risks of transactions when using the Site, and fully understands the risks of liability or harm of any kind in connection with Vehicles / Assets that are the subject of transactions using the Site. Such risks shall include, but are not limited to, misrepresentation of Vehicles/Assets, failure to meet specifications, defective Vehicles, unlawful Vehicles, delay or default in Delivery of Vehicles/Assets or payment, cost miscalculations, breach of warranty, breach of contract and transportation accidents. Such risks also include the risks that the User may incur as costs of defense or other costs in connection with third parties' assertion of third party rights.

Each User agrees that SAMIL shall not be liable or responsible for any damages, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise as a result of or in connection with any transaction risks. SAMIL shall not be held liable to any person for providing Disposal Facilitation Services with respect to the salvage vehicles and each User acknowledges that the User shall be responsible for the purchase of salvage vehicle and to inspect the extent and cause of damages of the salvage vehicles.

The Users are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the Site, including, without limitation, terms regarding payment, returns, warranties, insurance, fees, Taxes, title, fines, permits, handling, transportation, etc.

In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify SAMIL (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction. SAMIL shall: (a) Prepare & send event completion reports with winner details (Mobile no's, Names, & if required Addresses) to the Sellers to accept payments from respective winners & details of first two runners up. (b) Manage the registration and participation. (c) Send notifications through SMS &/or emails related to Events, offer/ proposal, payments etc. (d) Activate & deactivate (barring users to even access the website) of user accounts due to various reasons e.g. non-fulfillment, default in payments, deliberate misuse etc.

Payments for all Vehicles / items are to be made at SHRIRAM BRANCHES or at respective Seller's location as per the TERMS & CONDITIONS pertaining to respective Event.

### **Disputes with Other Users:**

You are solely responsible for your direct interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. We will have no liability for your direct interactions with other Users, or for any User's action or inaction.

### **Non-payment or Failure to Collect Vehicles**

If the Winning Bidder does not collect the Vehicles, in terms of this Agreement, SAMIL shall may at its absolute discretion:- (a) charge 5% (Five Percent) of the purchase price or pro rata thereof as demurrage charges per month; (b) proceed against the Winning Bidder for damages for breach of contract; (c) resell the Vehicles or cause it to be resold through another Sale or otherwise and the defaulting Winning Bidder shall pay to SAMIL any resulting deficiency in the purchase price (after deduction of any part payment and addition of resale costs and charges) and any surplus shall belong to SAMIL. (d) reject or ignore any offer/ proposals made by or on behalf of the defaulting Winning Bidder at any future transactions or obtain a deposit from the Winning Bidder before accepting any offer/ proposals in future; and (e) be entitled to forfeit any amount paid by said Winning Bidder to SAMIL as a deposit to participate in Event in form of Refundable Security Deposit (RSD), Bank Guarantee, others etc.

### **Reserve Price Event (Terms & Conditions)**

#### **This Offer is subject to Reserve Price obligations**

"Reserve price" shall mean the Minimum Price quoted for the Vehicles/Assets. It is the minimum Starting Price for a Vehicle as decided by the Seller.

#### ***Terms***

Information on the Reserve Price is usually not made available to the prospective buyer and is mostly hidden. It is visible to a prospective buyer only when the Reserve Price has been met or where the seller is willing to disclose the reserve price. The Message "Reserve not met" is displayed against each Item/listing of the Vehicle till the Reserve Price is finally met.

Any final Bid Price or Offer/proposals submitted by prospective buyer, which fails to equal or exceed the Reserve Price, will not be considered sufficient to complete the competitive transaction. Thus, even if you are the highest proposer at the time of close of event, you do not, by implication, become the Winning Bidder unless the Reserve Price has been met.

Once the Reserve Price has been met, the Vehicle/Assets will be sold to the highest bidder when the competitive sale closes.

In order to win Asset/s :

- i) A prospective buyer must meet or exceed the Reserve Price and
- ii) Have the highest Offer/proposal.

However, the seller solely reserves the right to approve any Offer/proposals below the Reserve Price at its own discretion. All Offer/proposal (even if it is below Reserve Price) placed by the bidder will remain valid for a period of 72 hours (3 WORKING DAYS) even after closing of the Service Period. Seller can approve the Offer/proposal below the Reserve Price within this period of 72 Hours (3 WORKING DAYS) after the closing of Service Period (when All Vehicles of the Event are closed). In such cases, an approved Offer/proposal (though lower than the Reserve Price) by the Seller is considered as Sale and the said bidder (who's Offer/proposal is so approved

by the Seller) shall be liable to make the payment for the item/Vehicle towards the purchase of the same, at the price of approved Offer/ proposal. In case the Offer/proposal is approved beyond the above- mentioned specified time, the Winning Bidder shall not be obligated to make the payment towards the purchase of the item/Vehicle.

### **Privacy Policy**

SAMIL's Privacy Policy governs the protection and use of each User's information in SAMIL's possession. Each User hereby accepts the Privacy Policy and any updates and amendments thereto. Each User acknowledges that SAMIL may change the Privacy Policy from time to time provided that SAMIL shall make available the updated version of the Privacy Policy on the Site at all times. Your continuation of use of the Site shall be deemed to be your acceptance of the Privacy Policy which is displayed on the Site at the time of such use.

### **Limitation of Liability**

The features and services on the Site are provided on an "AS IS" and "AS AVAILABLE" basis, and SAMIL hereby expressly disclaims any and all warranties, express or implied, including but not limited to any warranties of condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose and all such warranties, representations, conditions, undertakings and terms are hereby excluded.

SAMIL makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability or completeness of any information provided on or through the Site. SAMIL does not represent or warrant that the manufacture, importation, distribution, offer, display, purchase, sale and/or use of Vehicles offered or displayed on the Site does not violate any third party rights; and SAMIL makes no representations or warranties of any kind concerning any Vehicles offered or displayed on the Site.

Any material downloaded or otherwise obtained through the Site is done at each User's sole discretion and risk and each User is solely responsible for any damage to its computer system or loss of data that may result from the download of any such material.

No advice or information, whether oral or written, obtained by any User from or through or from the Site shall create any warranty not expressly stated herein.

Under no circumstances shall SAMIL be held liable for any delay or failure or disruption of the content or services (including email & SMS notifications related to Disposal Facilitation Services) delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, Acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

### **Indemnification**

Each User hereby agrees to indemnify and save SAMIL, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such i) User's use of the Site (including but not limited to

the display of such User's information on the Site) or from its breach of any of the terms and conditions of this Agreement ii) User's breach of any representations and warranties made by User to SAMIL iii) for any third party claims SAMIL shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, strict liability or otherwise or any other damages resulting from any of the following: a.) the use or the inability to use the Site (whether due to disruption, limited access, changes to or termination of any features on the Site or otherwise) for any interruption, delays, errors or omissions with respect to any communications or transmission, or any damage (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Site; b.) any defect in goods, samples, data, information, Vehicles or services purchased or obtained from a User or a third-party service provider through the Site; c.) violation of Third Party Rights or claims or demands that Users' manufacture, importation, distribution, offer, display, purchase, Sale and/or use of Vehicles offered or displayed on the Site may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants; d.) Unauthorized access by third parties to data or private information of any User; e) Statements or conduct of any User of the Site; or f.) the quality of Vehicles, content, information, or other material purchased or obtained from the website will meet your expectations or requirements; g.) Authenticity, availability, suitability, reliability, accuracy of the information, software, Vehicles, services, etc; h) damage/loss caused to the buyers due to wrong details provided by the Seller. i.) Refusal of Seller to release the Vehicle. j) Handing over of documents or return of Vehicle by buyer & all such disputes are to be settled by the buyer & seller themselves.

### **Disclaimer of Warranties and Liability**

All the contents of this Site are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Any specific advice or replies to queries in any part of the Site is/are the personal opinion of such persons and are not subscribed to by this Site.

### **Data Protection**

SAMIL may send information and offer products and services to you from time to time. Notwithstanding the foregoing, we reserve the right to disclose any information in response to / that it is required to be shared, disclosed or made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to SAMIL. Further, we may (and you authorize us to) disclose your name, street address, city, state, zip code, country, phone number, email, and company name to law enforcing agencies in our sole discretion or incase appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

### **Notices**

All notices or demands to shall be effective if in writing and shall be duly made when sent to SAMIL in the following manner:

To,  
The Manager Online Business  
**Shriram Automall India Ltd,**

Unit No. 701-711, 7<sup>th</sup> Floor,  
Best Business Park, Plot No. P-2,  
Netaji Subhash Place, Pitampura, New Delhi – 110034

Attn: Business Head / Manager, SAMIL (Online Business)

All notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to SAMIL, or by posting such notice or demand on an area of the Site that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when: (a) SAMIL is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or (b) immediately upon SAMIL's posting such notice on an area of the Site that is publicly accessible without charge.

## **General**

Subject to any additional agreements, this Agreement and the Privacy Policy constitute the entire agreement between the User and SAMIL with respect to access to and use of the Site, superseding any prior written or oral agreements in relation to the same subject matter herein.

SAMIL and the User are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

If any provision herein is held to be invalid or unenforceable, such provision shall be struck down and the remaining provisions shall be enforced.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. SAMIL's failure to enforce any right or failure to act with respect to any breach by a User under these terms and conditions will not waive that right nor waives SAMIL's right to act with respect with subsequent or similar breaches.

SAMIL shall have the right to assign its obligations and duties in this Agreement and in any agreement relating to the services to any person or entity.

Rights and obligations under the Agreement which by their nature should survive will remain in full effect after termination or expiration of this Agreement.

This Agreement shall be governed by the laws of India without regard to its conflict of law provisions. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of Delhi.

You and SAMIL agree that any cause of action arising out of or related to the SAMIL's web sites, only, must commence within Six Months from the cause of action otherwise, such cause of action will be permanently barred.

**This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.**

**This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of <https://bids.samil.in> (website).**

**SHRIRAM AUTOMALL INDIA LIMITED  
PHYSICAL SERVICES USER AGREEMENT**

**Bidder Registration:** For registration, bidder must personally present PAN Card (Mandatory) along with one (Compulsory) address proof i.e., Passport or Driving License or Voter's ID etc. Goods and Service Tax Registration (GST) Number/Provisional ID (If Any)

- At the time of registration, RSD (Refundable Security Deposit) i.e., a minimum deposit of Rs. 19,999/- along with Participation fee of Rs.100/- The bidder will be entitled to bid up to 10 times of the RSD amount (the bidding limit may be increased/decreased by SAMIL at any time without any further notice, the same shall be updated on the SAMIL official website). The bidder can enhance his bidding limit by depositing additional RSD anytime during the bidding process.
- For un-successful bidders, RSD will be refunded immediately after the closure of the event.
- For successful bidders the RSD will be refunded at the time of delivery after receipt of pending dues (if any).
- If such refund amount is over and above Rs.19,999/-the same shall be refunded only by way of Cheque/RTGS/DD within 7 working days.

**\* ENTRY FOR THE EVENT IS STRICTLY RESTRICTED TO THE REGISTERED BIDDERS ONLY.**

**Payment:** All acquisitions made by the Successful Bidder (winner) are subject to applicable Goods and Service Tax /Other Statutory Taxes & RTO charges applicable as per law in force, the same are payable over and above of the highest bid Amount.

- Successful Bidder has to pay 10% of bid Amount of each vehicle/equipment/asset to Seller/Owner on the same day otherwise the bid will be cancelled. RSD and other deposited amount will be forfeited automatically.
- A delayed interest @ 18% will be charged against any amount due and payable by the Successful bidder beyond 7 calendar days from the date of the event, subject to a maximum postponement period of 15 days from the date of declaration as winner by the Seller/Owner.
- Default beyond the stipulated 15 days' time limit will lead to deal cancellation & forfeiture of RSD along with other paid amount by the winner & the vehicle/equipment/asset will be re-sold without further information/notice to the defaulter winner.
- The winner should check the applicable RTA regulations relevant to the vehicle/equipment/asset bought. All RTA, taxes & transfer fees would be payable by successful bidder. SAMIL is not liable to provide any RTA documents.

**\*\*OTHER TERMS AND CONDITIONS APPLY TO ALL PAYMENTS AS PER SELLER'S/OWNER'S DISCRETION.**

**Dispatch note/delivery note:** Dispatch note, would be issued in the name of the winner by the Seller/Owner of the vehicle/equipment/asset, after 100% realization of the payment in Seller/Owner account.

- On receipt of the Dispatch note from the Seller/Owner, all bought vehicles/equipment/asset must be removed by the successful bidder within fifteen (15) days from the date of event; else parking fees @ **Rs. 500/- (Rupees Five Hundred)** per day, per asset exclusive of GST i.e., Goods and Service Tax will be applicable.
- If a successful bidder sells any of the items which he has won in the event to a Third

Party, then it is the responsibility of the successful bidder to issue Dispatch note to the third party and to inform all the terms and conditions of event and third Party must have to abide all the terms and conditions of event.

- Receipts/ Dispatch note issued during or after the event must be verified diligently by the successful bidder and any corrections/modifications/ alterations subsequent to the event will not be entertained.

**\*For the services provided by SAMIL, GST Rates applicable as per HSN/SAC Code.**

**Delivery:** Successful bidders are fully responsible for taking delivery of all Vehicle/Equipment/Asset from Automall after making 100% payment in the seller/owner account and after clearing all dues of Service Provider.

**Facilitation fees:** The Successful bidder will pay to the Service Provider facilitation fees as stipulated in the Catalogue the same is not negotiable and is payable by all Successful Bidders.

- After winning Successful Bidder, will be required to pay as under:-

Particulars	Service fee (Per Asset Plus Goods and Service Tax)
Two wheelers	Minimum of Rs. 500/- or 2% whichever is higher
Three wheelers	Minimum Rs. 1,000/- or 2 % whichever is higher
All vehicles having 4 wheels or more (including machines/parts etc.)	Sale value =< 50,000/- Rs. 1,000/-
All vehicles having 4 wheels or more (including machines/parts etc.)	Sale value > 50,000/- Rs. 2,000/- or 2% whichever is higher

or rate as agreed as per the proxy bid given, for service availed, plus Goods and Service Tax as Facilitation fees to the SAMIL and same is not negotiable and is payable on all purchase.

\*Facilitation fees shall be paid within 7 days from the date of declaration as winner by the Seller/Owner, either by way of Demand Draft (DD) or Cash or whatever form the Service Provider/SAMIL deems fit.

**TERMS AND CONDITIONS:**All vehicles/equipment's/assets are owned by different Sellers/ Owners, and SAMIL is acting as the Service Provider to facilitate services between prospective buyer/bidder and the Seller/ Owner.

- All the transactions are on reserved price basis however Seller/Owner reserves its rights to withdraw any vehicle/equipment/asset, if the Seller/Owner does not get the desired/expected bid.
- All vehicles, equipment's and assets are offered on "As Is Where Is Basis" and it is the bidder's responsibility to do the physical inspection/due diligence before bidding on any asset. SAMIL takes no guarantee or warranties, expressed or implied, of any kind like standard in respect of safety, pollution or hazardous material, fit for any particular purpose, particulars regarding age, year of manufacturing, model, make or condition, merchantable or financeable etc.
- Bid price does not include any statutory tax pending and applicable RTA fees. All these costs are additionally payable by the successful bidder.
- The Successful bidders are deemed to have physically inspected the vehicle/equipment/asset before bidding, hence subsequent to Bid, no disputes or bid

cancellations request shall be entertained. The inspection can be done by any person on giving his / her business card.

- To participate in bidding, the participants are advised to register in advance by depositing Refundable Security Deposit (RSD).
- Years on some items may indicate model year during which item was put into service/registered with RTA rather than the year of manufacture. Also Years on some items may indicate model year during which item was sold/invoiced by manufacturer in India.
- In some places year is not given which indicates, the information for year of manufacture is not available with service provider. Dispute on this point will not be entertained after the declaration of the name of winner.
- SAMIL may remove the vehicle/equipment/asset from the asset list at any point of time, including, at the time of bidding, after bidding and on the realization of bid amount by the Seller/ Owner from the bidder. Any disputes related to the Assets/ Documents, post bid, would be dealt by SAMIL and Seller/Owner as per regulations.
- The Seller/Owner of the vehicle/equipment/asset and their representatives are prohibited by contract from bidding for buying back.
- SAMIL/service provider is authorized by the Seller/Owner to refuse to accept the bid of any bidder if the bidder is unable to satisfy the terms and conditions of the bid.
- For delivery of asset successful bidder has to pay full payment to the Seller / Owner. The payments through Cheques /DDs are subject to realization.
- If Service Provider feels that the removal of any vehicle/equipment/asset or part thereof is likely to cause damages to the premises or result in any other damage which the Successful bidder is either unable or unwilling to rectify, the Service Provider may by notice to the successful bidder rescind the sale of such vehicle/equipment/asset or permit the removal of such vehicle/equipment/asset from the premises subject to such other conditions as it may think fit. The decision of the Service Provider shall be final.
- These terms and conditions shall be governed by and construed in accordance with the laws of India.

**DEAL CANCELLATION CHARGES:** If successful Bidder withdraws its bid or failed to honor bid within stipulated time, then the sale stand cancel and RSD along with margin money (if any) shall be forfeited as per slabs i.e., Bikes & Scooters - min Rs. 2,000/- per bike, Three Wheelers - min Rs. 3,000/- per vehicle, Trucks, Construction Equipment, Farm Equipment, Cars & SUVs - Rs. 20,000/- or 5% whichever is higher exclusive of Goods & Service Tax (GST).

**\*\*\* OTHER TERMS AND CONDITIONS APPLY TO ALL PAYMENTS AS PER SELLER/ OWNER'S DISCRETION. "NOTE IN CATALOGUE SHALL APPLY FOR SPECIFIC VEHICLES"**

**Bidding Guidelines:**

1. The Service Provider may at its discretion or upon the instruction of the Owner / Seller:
  - a. Alter or withdraw all or any lots referred to in this catalogue up to the moment at which the hammer falls (Final Successful Bidder is declared) in relation to such lot(s).
  - b. Where a reserved bid price has been placed on any lot, the Service Provider may withdraw that lot in the event that the highest bid price does not meet the reserved price.
  - c. 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.
  - d. Bid for any lot or lots offered for bid at the Event.

2. The Bidder, whether acting as principal, agent, officer or director of a company or otherwise, in any capacity whatsoever, and the company he represents, both jointly and severally agree:
  - a. To indemnify and save harmless the Service Providers and the Seller / Owner from any and all actions, causes of action, suits, damages, costs and losses of any nature, arising from the bid or use of any item, or the attendance or participation of Bidder, his agents or employees, at the event of bid and/or at the yard whether before, during or after the event of bid;
  - b. That all rights and defenses available to the Service Providers hereunder shall extend to the Seller/Owner.
3. 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.
4. The Bidder agrees to repair, at his own cost any lot bought at the event to a safe operating condition and, without limitation, to a condition which meets any standard or requirement of any applicable authority, law or regulation including those concerning any use to which the vehicle/ equipment/asset may be put.
5. The vehicle/ equipment/asset bought by the successful bidder become his/her responsibility and shall be at the risk of the successful bidder upon acceptance of his bid. It shall be the responsibility of the successful bidder to insure his acquisitions immediately. The Service Providers shall not be responsible for loss or damage to any vehicle/ equipment/asset bought successfully in the bid.
6. The successful bidder will remove the vehicles/equipment/asset from Service Provider's stock yard by his own arrangement and prior intimation shall be provided to the Service Provider subject to the supervision of Service Provider's authorized representative.
7. All goods are vended as per the specifications shown in the catalogues. Service Provider has used its reasonable endeavor to ensure that the descriptions of each vehicle/equipment /assets match the specifications in the catalogue and the bidder relies upon such description to bid for the vehicle/equipment/ assets in "as is where is condition" at his own risk. Bidders should satisfy themselves prior to the bid as to the condition of the vehicle/equipment /assets and should exercise and rely on their judgment as to whether the vehicle/equipment accords / corresponds with its description. Subject to the conditions of bid, 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/asset and no warranty whatsoever is given by Service Provider /its executives to the bidder in respect of any vehicle/equipment/asset and any expressed or implied conditions or warranties are hereby excluded.
8. 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, purchase, collection or any other activity related to the said event.
9. Delivery of Vehicle/Equipment/asset bought by the successful bidder shall be at the sole expense of the successful bidder and will be permitted within normal business hours only. ("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 Service Provider.
10. The bidder must comply with all current legislation and regulations in relation to the removal /disposal of waste including hazardous waste and may be required to satisfy Service Provider in relation to their disposal/removal procedures. The removal/ disposal of waste materials and other incidental work must be undertaken by an approved and licensed contractor.
11. Where the successful bidder loads any item of plant, machinery or equipment contained in a vehicle/ equipment/asset to remove it from the site, Service Provider shall be under no

- liability whatsoever to the successful bidder or any third party for any such damage however so caused by the removal and the successful bidder shall be responsible for and indemnify Service Provider against any damage or loss which Service Provider may suffer or incur in respect of loss, damage or injury suffered by the bidder or any third party arising from the removal of vehicle, plant ,machinery or equipment. The successful bidder shall indemnify Service Provider against any loss whether through breakage rust, decay, desiccation, leakage wastage, inherent or latent defect or natural deterioration.
12. The successful bidder acknowledges that any software or intellectual property right attached to any vehicle/equipment/asset may not be the property of the Seller / Owner or capable of transfer by the Seller / Owner and the service provider is in no way authorizing the use of such software, intellectual property rights by the successful customer and any use of such software or exploitation of such intellectual property rights shall be at the bidders sole risk.
  13. The Offer to sell occurs at the time and location of the event by the seller when he offers his vehicle/s or equipment/s or asset/s for bid.
  14. SAMIL reserves the right to confiscate the Bidders catalogue of bidders who have unruly behavior or are causing a rigged bidding before and during the bidding process.
  15. Where similar lots are indicated in the catalogue, SAMIL may offer the bidder a choice. This allows the successful bidder to choose all or any of the items in a given lot in a given run, on a per lot basis taken either in or out of sequence.
  16. Please note this event is recorded and service provider reserve the right to use the recordings to assist with resolving disputes or legal issues as appropriate.
  17. All photographs in brochures / catalogues or display are for illustration purpose only. Bidder should physically inspect the vehicle / equipment /asset, documents to their satisfaction before bidding.
  18. These terms and conditions shall be governed by and construed in accordance with the laws of India.
  19. Terms and conditions printed on brochures / catalogues is applicable along with website Terms and Conditions.