

USER AGREEMENT OF INTIS AUCTION PVT LTD:-

Terms & Conditions for Participating in INTIS AUCTIONS Pvt Ltd.,

- ❖ Sale is on "AS IS WHERE IS BASIS" condition and "NO COMPLAINT BASIS".
- ❖ To become a registered buyer in Intis Auctions Pvt Ltd., interested buyers to submit all the required Self attested KYC documents such as ID Proof, Address Proof & Business Proof, along with a Registration Fee of Rs.5000 plus applicable Service Tax
- ❖ All auctions are done for registered & pre-approved closed user group only.
- ❖ Auctions Schedules are intimated in advance to buyers thru any one of the means, SMS/Tele Calling/emails/Post/Direct meeting.
- ❖ Auction Catalogues with all product/contact information, based on seller inputs are put in the site www.intis.in, to facilitate buyer interest & inspections.
- ❖ Product Inspection is mandatory. Bidding without inspections is at bidder's risk.
- ❖ The Bidders cannot retract from their offers. If done so, the Bidder will be delisted from the buyer community of Intis Auctions Pvt Ltd.
- ❖ Delivery will be ex-SELLER warehouse.
- ❖ On confirmation of the price, the Winning Bidder should make 100% payment immediately within 48 hours or within the time specified by the SELLER.
- ❖ Seller reserves the right to accept or reject the Winning bid.
- ❖ Any other terms & Conditions as per SELLER / Intis Auctions Pvt Ltd., will be applicable.

Important:

All auctions will be conducted with EMD's from the participating buyers. The EMD may vary as per seller requirements. Registered Buyers agree that they would follow the payment terms laid by the auction company and the seller. In case buyers default on the payment terms, the seller reserves the right to forfeit the EMD paid for that particular auction. Hence buyers agree that they would make all approved payments within the specified time frame as per seller terms and conditions. All forfeited EMD's taken on the seller name will be forfeited to the seller. The buyer indemnifies Intis Auctions Pvt Ltd, against any disputes with the seller on EMD forfeiture and other related issues.

DISCLAIMER:

- ❖ Intis Auctions Pvt Ltd., runs its business on its website www.intis.in
- ❖ The server space is outsourced from a third party hosting company
- ❖ Intis Auctions Pvt Ltd., will not be responsible for any failure of power
- ❖ Intis Auctions Pvt Ltd., will not be responsible for any Network congestion/problem
- ❖ Intis Auctions Pvt Ltd., will not be responsible for any server issues
- ❖ Intis Auctions Pvt Ltd., will not be responsible for any problem in internet connectivity/ISP
- ❖ Intis Auctions Pvt Ltd., will not be responsible for any buyer related problem, such as inadequate training/auction knowledge, etc

- ❖ Intis Auctions Pvt Ltd., will not be responsible for any seller related problem, such as documentation/product mismatch, NOC, Delivery, etc
- ❖ Intis Auctions Pvt Ltd., will not be responsible for any other problem directly or indirectly affecting the auctions.

Intis Auctions Pvt Ltd., takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless. Intis Auctions Pvt Ltd., from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall Intis Auctions Pvt Ltd., be liable for any loss for the transactions by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that Intis Auctions Pvt Ltd., has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations to be followed from time to time etc. Since Intis Auctions Pvt Ltd., does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law.

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This agreement is governed by the laws of of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Chennai, Tamil Nadu, India in all disputes arising out of or relating to the use of the Intis Auctions Pvt Ltd., sites/services. Use of the Intis Auctions Pvt Ltd., sites/services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree to indemnify and hold Intis Auctions Pvt Ltd., its subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Intis Auctions Pvt Ltd., sites/services.

Intis Auctions Pvt Ltd., reserves the right to disclose any personal information about you or your use of the Intis Auctions Pvt Ltd., sites/services, including its contents, without your prior permission if Intis Auctions Pvt Ltd., has a good faith belief that such action is necessary to:

- 1) conform to legal requirements or comply with legal process;
- 2) protect and defend the rights or property of Intis Auctions Pvt Ltd., or its affiliated

companies.

- 3) enforce the terms of use or
- 4) act to protect the interests of its members or others.

Intis Auctions Pvt Ltd., performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Intis Auctions Pvt Ltd., right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Intis Auctions Pvt Ltd., sites/services or information provided to or gathered by Intis Auctions Pvt Ltd., with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Intis Auctions Pvt Ltd., with respect to the Intis Auctions Pvt Ltd., sites/services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Intis Auctions Pvt Ltd., with respect to the Intis Auctions Pvt Ltd. sites/services.

