

## **Terms & Conditions of WWW.Justauction.in**

### **JustAuction**

#### **Item Listing Organisation/ Up loader:**

Is any real individual or legal entity (eg. Insurance Cos, Govt. sector organisations, Pvt. Ltd. or Ltd company or firms either proprietorship or partnership etc) who wishes to dispose off/ sell their salvage / assets / used goods, scrap or stocks surplus or factory seconds through online auctions on this website and who has assigned justauction.in to provide the webspace on website and other related support services.

#### **BIDDER**

Any legal entity who is registered with JustAuction.in and who makes or places a bid on the website to buy the listed item is considered as a Bidder. One individual can represent as a bidder on his own behalf and on behalf of other legal entities provided he registers with JustAuction.in separately in those capacities. Successful Bidder is that Bidder whose name is approved and he/she fulfils the conditions set by the item listing organisation and is finalised by the item listing organisation.

#### **USER**

Any legal entity who uses the website www.JustAuction.in and/or the related services provided by JustAuction.in is considered as a user.

### **GENERAL TERMS AND CONDITONS**

1. The web site www.JustAuction.in provides no warranty, expressed or implied, as to the accuracy, timeliness, completeness, merchantability or fitness for any purpose of any information contained in listed items uploaded by item listing organisation, on or through this www.JustAuction.in shall not have any liability for any losses, in contract, warranty and tort or otherwise, incurred in connection with the electronic transmission of any information/deals, any decision made, action taken or inaction by any party in reliance upon the information contained in this Website.

2. Owing to the technical features of the Internet, JustAuction.in does not endorse or accept any liability for the contents of linked Web Sites. The information and opinions contained in JustAuction.in are for informational purposes only and subject to change without prior notice.

3. www.JustAuction.in shall not be liable for any failure or delay in performance due to any cause beyond its control including fire, strike, go-slow, lock-out, closure, theft, dislocation of normal working conditions, internet or network non-availability, accident, war, riots, civil commotion, political upheaval, epidemics, break-down of machinery, any terrorist activity, any natural calamity, adverse weather or climatic condition, or any other causes or conditions beyond the control of JustAuction.in, whether directly due to or in consequence of the aforesaid causes and the existence of such causes or consequences the item listing organisations mandatorily shall operate to extend the time of performance till the cause of delay shall have ceased to exist.

4. Justauction.in has the right to reopen any closed auction at any point of time.

5. www.JustAuction.in runs its business on the basis of a dynamic Web Site. JustAuction.in has outsourced server space from US based web hosting services and hence shall ensure the smooth running in all good faith and intention. However JustAuction.in will not be held responsible for any failure of power, Network, server, hosting server, Internet connectivity, ISP or otherwise at users end or at JustAuction.in's end directly or indirectly effecting online method of Bidding.

6. Justauction.in has the right to increase or decrease the auction closing time at any point of time without prior notification to the bid participants.

7. JustAuction.in takes no responsibility of the listed item details, quality, quantity, documentation details of either buyers or sellers. Both the buyers & sellers agree to defend indemnity and hold harmless JustAuction.in from any loss, damage, cost and expenses caused by any reason for any transaction through this website. In no event shall JustAuction.in be liable for any loss of the transaction by business, revenues, profit, costs direct, indirect and incidental, consequential and/or punitive damages of any nature. Both the buyers and sellers agree to have discussed all the related matter regarding the transactions and have understood in full that JustAuction.in has provided only web space for listing the item and monitoring the earnest/security money and has nothing to do any further. Since JustAuction.in does not possess knowledge base of the listed items under transaction both the parties agree that the matter contained in the listed items as a part or as a whole does not violate any applicable law.

8. These terms and conditions are governed and construed in accordance with the laws of Union of India. Users hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Delhi, India in all disputes arising out of or relating to the use of the services and the website.

9. Users agree to indemnify and hold JustAuction.in and its associates harmless from any dispute /claim, demand or damage asserted by any third party due to and arising out of use of services and the website.

10. All listed items on the website are for disposal on \_AS IS WHERE IS BASIS\_ and Item listing organisation will have all the rights to reject any or all the bids without assigning any reason thereof at any stage of the listed item

11. The highest bidder does not get any right to demand acceptance of his bid. Item listing organisation reserves the right to accept/reject/cancel any bid or withdraw any listed item at any stage from auction even after acceptance of bid, without assigning any reason thereof. In the event of such rejection, cancellation or withdrawal, Item listing organisation shall not be responsible for any damages/loss to the successful bidder on account of such rejection, cancellation or withdrawal.

12. JustAuction.in reserves the right to modify, amend, suspend or discontinue any aspect of the services or the website at any time without any prior notice.

13. JustAuction.in reserves the right to amend any or all of the terms and conditions without any prior notice at any time at its sole discretion and display the same on the website. Accessing the website and/or using the services shall constitute acceptance of the terms and conditions including the amendments.

14. All of the terms, agreements, covenants, representations, warranties, and conditions of these Terms and Conditions are binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and assigns.

15. All users of JustAuction.in agree to comply with all applicable laws and regulations (including those relating to taxes) regarding your use of this Site and your sale or purchase of items on this Site. You agree not to use this Site or any content contained in it for any illegal or inappropriate activities. Such illegal activities include, but are not limited to, harassing or bribing others, misappropriating or copying the contents of this Site or any listing, or selling fraudulent or counterfeit items. You shall not submit, publish, distribute, or transmit through this Site or its e-mail links any content that is spam, libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, hateful, racially or ethnically discriminatory, or that would constitute or encourage a criminal or civil offense, or that would otherwise give rise to liability or violates any law. JustAuction.in does not warrant the prompt editing or removal of questionable content after online posting or assume liability

for any action or inaction with respect to conduct, communication, or content on or through JustAuction.in. You agree that you will not submit, publish, distribute, or transmit anything through this Site that will violate or infringe, or cause JustAuction.in to violate or infringe, the intellectual property or other rights of any third party, including copyright, trademark, trade secret, privacy or other proprietary rights. You may not use this Site to send unsolicited advertising, promotional material, or other forms of solicitation to other users. Sale price manipulation of any kind by users is strictly prohibited, including, without limitation, bidding through a secondary account or other party, by communicating with other buyers. JustAuction.in may terminate any user's continuing use of the Site for any reason, including JustAuction.in belief that a user is manipulating the bidding process. 16. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed only in the courts of Delhi, India and that you hereby consent and submit to the exclusive jurisdiction and venue of such courts. No action arising under or relating to these Terms and Conditions may be brought by either party more than one year after the cause of action has occurred.

16. JustAuction holds no responsibility of the seller either denies delays in refunding the EMD of unsuccessful bidder.

### **BIDDING ON JUSTAUCTION.IN**

If product is uploaded and sold at rates required (based on reserve price) on regular basis we shall arrange to sell it on the following methods:-

#### **ONLINE BIDDING**

1) To sell it through E-Bidding this is online to various bidders on a particular date i.e. called as ONLINE BIDDING.

#### **For above (ONLINE BIDDING OR TENDERING PROCESS)**

1) The seller shall collect EMD on agreed terms from bidders in the name of seller doing the disposal of salvage through e bidding. Bank details to be provided by seller.

2) We shall charge our service fee as agreed (As per GIPSA Circular) from the seller or insurance co. as the case may be.

3) You would give expected or reserve price initially only.

4) Unsuccessful bidders EMD would be refunded fully after the bidding is over. (As per terms agreed.) Between buyer & seller (JustAuction was no control responsibility from it.)

5) In case expense on advertisement in newspaper is done by JustAuction then reimbursement will be done by the client/insurance co. whose bidding is done.

**OTHER CONDITION:**

1. (a). The lifting of salvage shall be carried out at a mutually agreed time between the buyer and the seller.

(b).The buyer shall make the full salvage payment or deposit the entire amount with the seller and lift the salvage within 5 to 7 days from the date of allotment as H1 bidder. This timeline shall be adhered to strictly in all cases without exception.

(c). An extension of up to a maximum of 15 days from the date of allotment as H1 bidder may be granted with special approval by the competent authority of E-Bidding agency.

This Extension shall be allowed only in special cases based on type of salvage and other related factors.

2. If the highest bidder withdraws or shows disinterest in the bidding after allotment as the H1 bidder, the EMD shall be forfeited by the seller.

**ADMN.**  
**JUSTAUCTION.IN**