

GENERAL TERMS & CONDITIONS-E_DISPRO TECHNOLOGIES PRIVATE LIMITED

TERMS AND CONDITIONS

Welcome to “disprotech.com” website (hereinafter referred to as "the website").

The auctions and related services are provided by E-Dispro Technologies Private Limited (hereinafter referred to as “E-Dispro”) on the website.

E-Dispro is an e-commerce service provider mandated by the seller/buyer to facilitate virtual / internet auctions by the seller/buyer. The website is an online auction platform, a virtual marketplace/venue for sellers/buyers to conduct sale/purchase of assets, and for bidders to make/place bids/offers on such assets. E-Dispro is considered as third party not particularly interested in the item/s being sold/bought on behalf of the seller/buyer.

DEFINITIONS

1. **SELLER/BUYER** - Seller/Buyer referred to in this agreement is any real individual or legal entity who wishes to sell/buy his/her/its assets through internet driven online auctions on the website and who has mandated E-Dispro to provide the website and other related support services.
2. **BIDDER** - Any legal entity who is registered with E-Dispro and who makes or places a bid on the website to buy/sell the assets either in part or in full is considered as a Bidder. An individual can represent as a bidder on his own behalf and on behalf of other legal entities, provided he registers with E-Dispro separately in those capacities. A successful Bidder is that Bidder in whose name the sale certificate or purchase order is issued by the Seller/Buyer.
3. **PAID MEMBER** - Any Bidder who pays the annual membership fee or any other subscription type as prescribed by E-Dispro is a paid member.
4. **USER** - Any legal entity who uses the website and/or the related services provided by E-Dispro is considered as a User.
5. **AGREEMENT** - The terms and conditions, together with any additional terms and conditions specific to an online auction event on the website (which can be found through one or more links on the website for the auction in question) constitute the Agreement.

6. ONLINE BIDDING EVENT - An Online Bidding Event is a process for price determination through competitive interaction between Bidders on the website. Online Bidding Events initiated by the Seller are known as Forward Auctions and those initiated by the Buyers are known as Reverse Auctions.

7. On accessing the website or using the services provided by E-Dispro or by registering either as a Buyer/ Seller / User you agree that you have read the General Terms and Conditions, including the terms and conditions specific to an online auction event.

8. You are bound by these terms and conditions, including those specific to a particular online auction event.

MODIFICATIONS TO WEBSITE, SERVICES AND TERMS AND CONDITIONS

E-Dispro reserves the right to modify, amend, suspend or discontinue any aspect of the services or the website at any time without notice.

E-Dispro reserves the right to amend any, or all the terms and conditions without notice at any time at its sole discretion and announce the same on the website. Accessing the website and/or using the services shall constitute acceptance of the terms and conditions including the amendments.

MEMBERSHIP TERMS & CONDITIONS

Membership fee is valid for One Year from the date of Registration/Renewal but may vary depending on schemes or offers.

E-Dispro will provide training for e-bidding on request.

Members cannot claim right of participation in auctions. The final authority for participation is with the Seller.

E-Dispro shall strive to provide information on auctions in good faith and intention. However, E-Dispro shall not be held responsible for delay/non-receipt of the auction intimation. Members in their own interest are advised to download information from the website.

Members have to necessarily comply with and strictly adhere to the terms & conditions of any auction sale as prescribed/published in the auction catalogues/website in order to be eligible for participation.

Requests for Refund or Transfer of the Membership fee will not be entertained or allowed unless otherwise specified in the membership plan selected.

In the event of any dispute with regard to non-lifting / non-availability of inspected materials etc., E-Dispro will not be responsible for the forfeiture of EMD or any deposits by the Seller or other losses and members agree to keep E-Dispro fully indemnified against any claims and proceedings.

This membership does not guarantee any business. It only provides a platform access for the members to bid and participate in the auctions conducted on the website.

E-Dispro runs its business on the basis of a robust Web Site. E-Dispro is outsourcing server space from a third-party hosting company and hence shall ensure the smooth running in all good faith and intention. However, E-Dispro will not be responsible for any failure of Power, Network, Server, Hosting Server, Internet connectivity, ISP or otherwise either at Bidder's end or at E-Dispro directly or indirectly affecting online method of Bidding.

E-Dispro takes no responsibility of the quality, quantity, documentation details of the materials listed for auction sale. The Bidders agree to defend, indemnify and hold harmless, E-Dispro from any loss, damage, cost and expenses caused by any reason during auction. In no event shall E-Dispro be liable for any loss for the members/bidders by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Members/Bidders agree to have discussed all the related matter regarding the auctions with the Seller/s and have understood in full that E-Dispro 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 E-Dispro does not possess knowledge base of the materials under transaction, members/bidders agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. E-Dispro is only an e-commerce service provider and is not and cannot be a party to or control in any manner any transactions between the Seller and Bidder. E-Dispro shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.

The members/Bidders agree that E-Dispro will not be liable to them for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs. It is intended that this limitation apply to any, and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Member explicitly consents to receive communication from E-Dispro by e-mail, WhatsApp on their mobile phones, and by phone calls. Members fully understand that this consent shall override their registration on the NDNC, if any.

Following functions & facilities will be made available for Members.

- 1) Get e-mail/phone alerts for auctions in their geography through various campaigns.
- 2) On request, training to bid online.
- 3) Easy access to auction catalogue and access to download the same.
- 4) Membership fee is compulsory and shall be paid online through www.disprotech.com to view / download the auction catalogue
- 5) To participate in the auctions provided they satisfy the eligibility criteria as prescribed by sellers from time to time that is published in the respective auction catalogue.

PASSWORD AND SECURITY

After you register with E-Dispro on the website, you will have to use your email / mobile number or User ID created by you for further login, and you will be prompted to enter a password. This is the log in password. The password is a string of characters (combination of alpha, numeric & special characters) used to authenticate your identity and provide access to various resources on the website. The length of your log in password must be a minimum of 8 characters and has to be a combination of alpha and numeric characters. You can also include special characters to strengthen your log in password. The User is solely responsible for all use and for maintaining and protecting the confidentiality of their User ID and password.

FORGOT PASSWORD

In case you forget the log in password, the only way you can change your log in password is by clicking on the "Forgot Password" link on the home page of the website. And follow the procedure to reset the same.

TIME

Time wherever mentioned in any page of the website refers to Indian Standard Time (IST) i.e. UTC + 05.30 hrs. All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavour of E-Dispro to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. UTC + 05.30 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (including Start, Operation & closure of auctions) would be guided by the Server Time. Bidders participating in the auctions are advised to refresh the right-side window of the Auction

room to check the exact Server Time that is displayed there or in the clock feature provided in the auction room.

TERMS OF AGREEMENT

This Agreement shall continue to be in full force and effect for so long as you are using the website and its services. E-Dispro provides the online auction platform wherein the users can sell, purchase, bid and buy, or bid and sell the assets listed on the website pursuant to the terms and conditions set forth below

DELETING YOUR ACCOUNT

You can raise a request to delete your account and the admin team of E-Dispro will approve it based on the transactions pending if any and only after completion of transfer of any funds or information required by the seller.

1.0 GENERAL TERMS AND CONDITIONS

1.1 Participation and bidding in the auctions on the website shall be treated as conclusive evidence of the fact that the Bidder has inspected the assets and the related documents pertaining to the auction, and is satisfied in all respects regarding the quality, quantity, condition of the assets, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the bidder beware) will apply. It shall also imply that the Bidder has carefully gone through the terms and conditions, including amendments, if any, prevailing at the time of the auction. No objections or complaints will be entertained once the bid is placed.

1.2 All assets sold/bought on the website are on "AS IS WHERE IS BASIS" and "NO COMPLAINT BASIS".

1.3 E-Dispro does not give warranty or guarantee of the quality, quantity, measurement, condition, and chemical composition of the assets and about its "End Use" or fitness for a particular purpose.

1.4 The highest/lowest Bidder does not get any right to demand acceptance of his bid/offer. Seller/Buyer reserves the right to accept/reject/cancel any bid/offer, withdraw any portion of the assets at any stage from auction, even after acceptance of bid/offer, issue of delivery order/purchase order without assigning any reason thereof. In the event of such rejection, cancellation or withdrawal, the Seller/Buyer shall not be responsible

for any damages/loss to the successful bidder on account of such rejection, cancellation or withdrawal.

2.0 COMMUNICATION

2.1 User consents to receive communication from E-Dispro by electronic mail, short messaging services on their mobile phones, by phone calls or through posting notices posted on the website. User fully understands that this consent to receive communication shall override their registration on the NDNC, if any.

2.2 Only Paid Members will be able to download the Auction Catalogue from the website after logging into the website.

3.0 ONLINE BIDDING

3.1 Multiple Log in from same IP Address - Bidders participating in the auctions may please note that multiple login from the same IP Address will not be permitted and blocked.

3.2 Time Extension - If any market-leading bid (bid higher/lower than the highest/lowest at the point in time) is received in the last three minutes of closing time, the closing time will be extended automatically by three minutes. Please note, Time Extension as mentioned in the bidding room will apply and three minutes is only an example and it can vary.

3.3 Bids - All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidders cannot modify or withdraw the bid for whatever any reason. The highest/lowest and the latest bid on the auction shall supersede all the previous bids of the Bidder. Bidders may please note that in the event of a manual bid amount matching that of an auto bid, the manual bid will prevail and be considered.

3.4 Auto Bid:

a. Auto Bid facility is provided for bidders intending to place a maximum/minimum value for a lot/lots.

b. Auto Bid is not a confirmed bid. It is only the maximum ceiling amount/minimum floor amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is outbid, up to the ceiling/floor amount set by him.

c. Once an Auto Bid is set, the auction engine will consider the ceiling/floor amount for the next possible bid only, depending on the highest/lowest bid prevailing at that point of time and the increment/decrement amount prescribed for that lot.

d. Bidders may please note that in the event of a manual bid amount matching that of an Auto Bid, the **manual bid** will prevail and be considered.

4.0 TERMINATION

4.1 E-Dispro expressly reserves the right to terminate the use of, or to refuse to permit the use of, the Services and the Website by any person or entity, at the sole discretion of E-Dispro, for any reason and without notice.

5.0 FORCE MAJEURE

5.1 E-Dispro 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 conditions, or any other causes or conditions beyond the control of E-Dispro whether directly due to or in consequence of the aforesaid causes and the existence of such causes or consequences shall operate to extend the time of performance till the cause of delay shall have ceased to exist. E-Dispro 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 conditions, or any other causes or conditions beyond the control of E-Dispro, whether directly due to or in consequence of the aforesaid causes and the existence of such causes or consequences shall operate to extend the time of performance till the cause of delay shall have ceased to exist.

6.0 DISCLAIMER

6.1 E-Dispro runs its business on the basis of a robust website. E-Dispro is outsourcing server space from a third-party hosting company and hence shall ensure the smooth running in all good faith and intention. However, E-Dispro will not be held responsible for any failure of power, network, server, hosting server, Internet connectivity, ISP or otherwise at Bidder's end or at E-Dispro directly or indirectly affecting online method of bidding.

6.2 E-Dispro takes no responsibility of the quality, quantity, documentation details of Buyers/Sellers. Both the Buyers & Sellers agree to defend indemnity and hold harmless E-Dispro from any loss, damage, cost and expenses caused by any reason during the transactions on the website. In no event shall E-Dispro be liable for any loss for the

transactors 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 the transactions and have understood in full that E-Dispro 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 E-Dispro does not possess knowledge base of the assets under transaction both the parties agree that the matter contained in the assets as a part or, as a whole does not violate any applicable law. E-Dispro is only an e-commerce service provider and is not and cannot be a party to or control in any manner any transactions between the Seller/Buyer and the Bidder.

6.3 The Seller/Bidder agrees to limit the liability of E-Dispro Technologies Private Limited to them for any, and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of E-Dispro Technologies Private Limited to the Seller/Bidder shall not exceed its total fee receivable from the Seller/Bidder. It is intended that this limitation apply to any, and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.4 Terms & conditions as laid down by the auctioneer shall apply in addition.

6.5 The logos displayed above are the registered trademarks of companies who have used the services provided by E-Dispro. The logos are displayed in good faith to imply that E-Dispro has at some point of time provide services to these companies and no representation or warranty, express or implied, is made by Matex

7.0 GOVERNING LAW AND JURISDICTION

7.1 This agreement is governed and construed in accordance with the laws of the Union of India. Users hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Bangalore, Karnataka, India in all disputes arising out of or relating to the use of the services and the website.

7.2 Users agree to indemnify and hold E-Dispro and its officials and employees harmless from any claim, demand or damage asserted by any third party due to and arising out of use of services and the website.

8.0 PARTICIPATION

The prospective Bidders must register online with E-Dispro using their e-mail ID, phone number, PAN & GST number and upload copies of their PAN Card, valid GST registration

certificate. The Prospective Bidders, who have uploaded the prescribed documents once and got approved by the admin team of E-Dispro need not upload the same again.

9.0 USAGE OF PAYMENT GATEWAY

By using our website and proceeding with any payment, you acknowledge and agree that all online transactions are processed through independent third-party payment gateways. **E-Dispro does not collect, store, or have access to your payment information and is not responsible for any errors, delays, transaction failures, duplicate charges, security issues, or technical problems** that may occur while using these third-party services.

All payment-related disputes—including but not limited to payment failures, refunds, chargebacks, or unauthorized transactions—must be resolved directly with the respective payment gateway or your financial institution. Our company cannot and will not intervene in such matters.

We make no guarantees regarding the availability, performance, or security of any third-party payment service. By completing a transaction, you agree to comply with the terms, conditions, and privacy policies of the payment gateway.

Our company reserves the right to update, modify, or replace this disclaimer at any time without prior notice.

Terms & conditions as laid down by the auctioneer shall apply in addition.

Please register & login to obtain the same