***DIAMOND AUTOTECH SOLUTION PVT LTD***

**ONLINE BIDDING ACTIVATION FORM**

**For website http://www.autoauctionindia.com**

Registered Buyer Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Pin Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I UNDERSTAND THAT MY ASSIGNED PASSWORD IS CONFIDENTIAL. I FURTHER UNDERSTAND THAT IN ORDER TO CANCEL MY PASSWORD, I MUST SUBMIT A PASSWORD CANCELLATION LETTER AND PRESENT IT TO DASPL. I UNDERSTAND THAT THE DASPL WILL BID ON MY BEHALF IN THE LIVE AUCTION IF MY ONLINE BID IS THE HIGH BID. I WILL HOLD HARMLESS, THE DASPL, FROM I INTEND TO PARTICIPATE IN THE AUTO AUCTION INDIA. ONLINE BID SERVICE AND WILL ABIDE BY ALL RULES, REGULATIONS, TERMS AND CONDITIONS.

BIDDERS RELY ON THIS SERVICE OR ANY MATERIAL AVAILABLE THROUGH THIS SERVICE AT THEIR OWN RISK. BIDDERS UNDERSTAND THAT THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, INACCURACIES, AND/OR OTHER PROBLEMS WITH THE INFORMATION, PRODUCTS, AND SERVICES PROVIDED AT THIS WEBSITE http://www.autoauctionindia.com. BIDDERS EXPRESSLY UNDERSTAND AND AGREE THAT DASPL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, LOSS OF BUSINESS, OR OTHER INTANGIBLE LOSSES (EVEN IF DASPL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF BIDDER TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL DASPL LIABILITY ARISING FROM BIDDER’S USE OF ONLINE BIDDING SERVICES EXCEED IN THE AGGREGATE THE AMOUNT OF REGISTRATION FEES PAID BY BIDDER TO DASPL. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

INDEMNITY:

BIDDERS AGREE TO INDEMNIFY AND HOLD DASPL, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS’ FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF A BIDDER’S BREACH OF THIS AGREEMENT OR THE DOCUMENTS IT INCORPORATES BY REFERENCE, OR A BIDDER’S VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

TERMS AND CONDITIONS ACKNOWLEDGEMENT:

I HAVE BEEN ADVISED OF, AND UNDERSTAND; ALL THE RULES AND TERMS OF THIS AUCTION AND AGREE TO COMPLY WITH THEM. I UNDERSTAND AND AGREE TO ALL PAYMENT TERMS REQUIRED. I UNDERSTAND AND AGREE THAT ALL UNITS SOLD AT DASPL ARE SOLD “AS-IS / WHERE-IS” WITH NO WARRANTY OR GUARANTEE ACTUAL OR IMPLIED. I UNDERSTAND AND AGREE THAT DASPL HAVE RIGHT TO FORFEIT MY EMD IN CONDITION OF BACKOUT IN ANY APPROVED ITEMS. I UNDERSTAND AND AGREE THAT I CAN’T REFUND MY EMD UNTILL ALL QUOTES STATUS GIVEN BY MY USER ID/E-MAIL ID WILL NOT CLEAR. I UNDERSTAND AND AGREE THAT DASPL HAVE RIGHT FOR REDUCE THEIR COMMISSION FROM MY EMD ON MY PURCHASED PRODUCTS. I UNDERSTAND AND AGREE THAT DASPL OFFERS NO GUARANTEE THAT INFORMATION PROVIDED AS TO MILEAGE, MAKE, MODEL, YEAR, VEHICLE CONDITION, TITLE STATUS, OR HISTORY IS ACCURATE OR CORRECT. I UNDERSTAND AND AGREE THAT DASPL IS NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS FROM VEHICLES PURCHASED AND THAT THE DASPL IS NOT RESPONSIBLE FOR ANY CHANGES IN THE VEHICLE CONDITION AFTER THE SALE OF THE ITEM. I AGREE THAT ALL TERMS AND CONDITIONS DESCRIBED HEREIN AND ON THE DASPL – AUCTION RULES SHEET APPLY TO MYSELF AND ALSO TO ANY AND ALL OF MY AUTHORIZED EMPLOYEES, AGENTS, GUESTS ATTENDING, AND DRIVERS HIRED TO TRANSPORT PURCHASED VEHICLES FROM THE VEHICLE LOCATION. I AGREE TO THE FULL TERMS AND CONDITIONS WHICH CAN BE PROVIDED UPON REQUEST OR CAN BE FOUND ON OUR WEBSITE AT http://www.autoauctionindia.com.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date