

Terms and conditions

This site is oya.auction website (hereinafter referred to as “the website”). The auctions and related services are provided by Salasar Core Solution Pvt Limited. (hereinafter referred to as “AOSPL”) on the website. AOSPL is a service provider mandated by the seller/buyer to facilitate virtual auction by the seller/buyer. The website is an online auction platform, a virtual marketplace for sellers/buyers to conduct sale/purchase of Scrap / NPA/ NMI / Obsolete items / residues / assets, and for bidders to make/place bids/offers on such Scrap / NPA/ NMI / Obsolete items / residues / assets. AOSPL is considered as third party not particularly interested in the item/s being sold/bought on behalf the seller/buyer.

Note: By registering you agree to receive SMS promotions for new auction alerts. If you want to unsubscribe please contact us by clicking on this link

1. By using or accessing this site, you acknowledge that you have read these terms of use ("agreement"), and that you accept and will be bound by the agreement
2. License grant & ownership
 - a. License. Subject to the terms and conditions of this agreement, and until termination of the agreement, AOSPL grants you a non-exclusive, non-transferable, limited license to view or print the content in this site without alterations, for personal, non-commercial use only.
 - b. Ownership. All content on the site is (and will be) owned exclusively by AOSPL, and the copying, redistribution, use or publication of any such content or any part of the site is prohibited. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your site use.
3. This agreement shall continue to be in full force and effect for so long as you are using the services and the website. AOSPL provides the online auction platform wherein the users can sell, purchase, bid and buy or bid and sell the scrap / residue / assets listed on the website in accordance to the terms and conditions set forth below.
4. Disclaimer of warranties and limitation of liability
 - a. This site and all information, content, materials, products (including software) and services included on or otherwise made available to you through this site are provided on an "as is" and "as available" basis, unless otherwise specified in writing.
 - b. You expressly agree that your use of this site and or its contents and services are your total responsibility and at your sole risk.
 - c. Salasar core solution private limited (AOSPL) makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, products (including software) or services included on or otherwise made available to you through this site, unless otherwise specified in writing.
 - d. To the full extent permissible by applicable law, owners disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

- e. AOSPL does not warrant that this site; information, content, materials, products or services made available to you through this site; their servers; or e-mail sent will meet your requirements, or that this site or its content will be uninterrupted, timely, secure, or error free, or that defects if any will be corrected. Are free of viruses or other harmful components.
 - f. AOSPL will not be liable for any damages of any kind arising from the use of this site or from any information, content, materials, products or services included on or otherwise made available to you through this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.
 - g. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. So some of the above exclusions may not apply to you.
 - h. Restrictions on use: you agree not to post or send to the site any virus, bug or any other harmful content and/or transmit or post any unlawful, harassing, obscene or fraudulent information including false advertisements of any kind. You also agree not to knowingly use any device, technique or software to impede with or attempt to interfere with the proper working of AOSPL. You acknowledge not copying, publishing, distributing or using the site content other than those expressly permitted thereon. You also acknowledge for not to “publish, perform, distribute, prepare derivative works, copy, reverse engineer, or use the content (other than as expressly permitted herein); post or transmit into or on the site any information in violation of another party's copyright or intellectual property rights; take any action which imposes an unreasonable or disproportionately large load on AOSPL infrastructure; redeliver any of the content using "framing", hyperlinks, or other technology without AOSPL's express written permission; or, use any device or technology to provide repeated automated attempts to access password-protected portions of the site.
5. Right to regulate & law compliance: You acknowledge that AOSPL has the right, but no obligation, to monitor the site and to disclose any information necessary to operate the site, to protect AOSPL, its customers and others, and to comply with legal obligations or governmental requests. AOSPL reserves the right to refuse to post or to remove any information on the site, in whole or in part, for any reason. Law compliance. You agree to comply with all governmental laws, statutes, ordinances, and regulations (including unfair competition, anti-discrimination or false advertising) regarding your site use.
6. Your site usage activities: you agree to keep your password confidential and to intimate AOSPL within 24 hours if the same is lost or compromised. you agree that AOSPL has the right but is not obligated to monitor the site and/or to disclose any and/or every information necessary to operate .
7. Password and security: on your registration with AOSPL on the website, you will be allotted user identification (user id) by AOSPL and you will be prompted to select/enter a password. User is solely responsible for all use and for maintaining and protecting the confidentiality of its user id and user password.
8. Password-protected areas: If you are allowed access to password-protected areas of the site, you agree to keep your password confidential, to send notice to AOSPL within 24 hours if your password is compromised. You acknowledge that AOSPL neither endorses nor is affiliated with any linked-site and is not responsible for any information that appears on the linked-site. You acknowledge that:

- a. The internet is a network of computers worldwide, and that any information submitted by you to AOSPL necessarily is routed via third party computers to AOSPL,
 - b. AOSPL is not responsible for lapses in online security and does not assume liability for improper use of your information by a third party.
9. Submissions of information by you : grant of license to AOSPL- if you submit information to the site, you grant AOSPL a nonexclusive, worldwide, royalty-free license to (in any media now known or not currently known or invented) link to, utilize, use, copy, exploit, and prepare derivative works of the submitted information. No information you submit shall be deemed confidential. However, AOSPL agrees to use your information in accordance with AOSPL's privacy policy applicable to personally identifiable user data. You retain ownership of any copyrights or other intellectual property rights applicable to any information you submit to AOSPL.
10. Applicability & cooperation : AOSPL reserves the right to limit the provision of any product or service to any person, geographic area or jurisdiction as it so desires, or as required by law. AOSPL in its sole discretion may add, delete or change the content at any time, without notice to you.
11. Contacting AOSPL: should you desire to contact AOSPL, you may do so at: scs@aonesalasar.com
12. Your account : if you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.
13. Definitions
 - a. Seller/buyer – seller/buyer referred to in this agreement is any real individual or legal entity who wishes to sell/buy his/her/its scrap / residues / assets through internet driven online auctions on the website and who has mandated AOSPL to provide the website and other related support services.
 - b. Bidder – any legal entity who is registered with AOSPL and who makes or places a bid on the website to buy/sell the scrap / residues / assets either in part or in full 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 AOSPL separately in those capacities. Successful bidder is that bidder in whose name sale certificate or purchase order is issued by the seller/buyer.
 - c. User – any legal entity who uses the website and/or the related services provided by AOSPL is considered as a user.
 - d. Agreement – the terms and conditions, together with any additional terms and conditions specific to a particular 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.
 - e. 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.
 - f. On accessing the website or using the services provided by AOSPL or by registering either as a buyer/ seller / user you agree that you have read the terms and conditions including the terms and conditions specific to a particular online auction event. You are bound by these terms and conditions including those specific to a particular online auction event

14. Modifications to website, services and terms and conditions: AOSPL reserves the right to modify, amend, suspend or discontinue any aspect of the services or the website at any time without notice.
15. AOSPL reserves the right to amend any or all of 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.
16. General terms and conditions:
 - a. Participation and bidding in the auctions on the website shall be treated as conclusive evidence of the fact that the bidder has inspected the scrap / residue / 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 auction. No objections or complaints will be entertained once the bid is placed.
 - b. All scrap / residue / assets sold/bought on the website are on “as is where is basis” and “no complaint basis”.
 - c. AOSPL 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.
 - d. 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/ subject to confirmation (stc) any bid/offer, withdraw any portion of the scrap / residue / assets at any stage from auction even after acceptance of bid/offer, issue of delivery order/purchase order without assigning any reason there of. In the event of such rejection, cancellation or withdrawal, seller/buyer / AOSPL shall not be responsible for any damages/loss to the successful bidder on account of such rejection, cancellation or withdrawal.
17. Communication : user consents to receive communication from AOSPL by electronic mail, short messaging services on their mobile phones, by phone calls or by posting notices on the website.
18. Online bidding: time extension – if any market-leading bid (bid higher/lower than the highest/lowest at the point in time) is received in the last specified minutes (time extension as mentioned in the bidding room / website will apply and) of closing time, the closing time will be extended automatically by these specified minutes.
19. 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 reason. The highest/lowest and the latest valid 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 auto bid, the manual bid will prevail and be considered.
20. Auto bid:
 - a. A. Auto bid facility is provided for bidders intending to place a maximum value for a lot/lots.
 - b. Auto bid is not a confirmed bid. It is only the maximum ceiling amount set by the bidder to enable the auction software to place bids on his behalf, whenever he is outbidded, upto the ceiling set by him.

- c. Once auto bid is set, the auction software will consider the ceiling amount for the next possible bid only, depending on the highest bid prevailing at that point of time and the increment amount prescribed for that particular lot.
 - d. Bidders may please note that in the event of a manual bid amount matching that of auto bid, the manual bid will prevail and be considered.
- 21. Termination : AOSPL 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 AOSPL, for any reason and without notice.
- 22. Force majeure: AOSPL shall not be liable for any failure or delay in performance due to any cause beyond its control including natural disasters, earth quakes, floods, fire, explosion, accidents, epidemics, quarantine restrictions or any other act of public enmity including but not restricted to any business compulsion or shutdown /breakdown of website, block of passage, revolution, riots, civil commotion, hostility, sabotage, quarantine restrictions, act of god and acts of government, strikes, embargoes, go-slow, lock-out, closure, theft, dislocation of normal working conditions, internet or network non-availability, accident, war, riots, civil commotion, political upheaval, 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 AOSPL, 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.
- 23. Disclaimer:
 - a. AOSPL runs its business on the basis of a web site. AOSPL is outsourcing server space from a third party hosting company and hence shall ensure the smooth running in all good faith and intention. However AOSPL will not be held responsible for any failure of power, network, server, hosting server, internet connectivity, isp or otherwise at seller / bidder's end or at AOSPL directly or indirectly affecting online method of bidding.
 - b. AOSPL takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless. AOSPL from any loss, damage, cost and expenses caused by any reason during the transactions on the website. In no event shall AOSPL 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 AOSPL 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 AOSPL does not possess knowledge base of the scrap / residue / assets under transaction both the parties agree that the matter contained in the scrap / residue / assets as a part or as a whole does not violate any applicable law. AOSPL is only an 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.
- 24. Breach of statutes: irrespective to any other clause mentioned in this terms and conditions, buyer / seller both shall indemnify AOSPL against all penalties and liabilities of every kind of breach of any statutes, ordinances, rules and regulations or by laws as may be applicable for and in the execution of the services.
- 25. The seller/bidder agrees to limit the liability of AOSPL 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 AOSPL to the seller/bidder shall not exceed fifty percent of 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.

26. Governing law and jurisdiction: this agreement is 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 mumbai, india in all disputes arising out of or relating to the use of the services and the website.
27. Users agree to indemnify and hold AOSPL 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.
28. Termination: notwithstanding anything hereinabove contained, in the event of AOSPL being adjudicated insolvent, or being a company resolved or ordered to be wound up, then in such event, the contract shall automatically stand terminated and in the event of breach, default or violation of any of the terms and conditions hereof by AOSPL for any reasons whatsoever, all parties / users / buyers / sellers shall be at liberty to terminate this contract forthwith and without prejudice to all other rights and claims of other party under this contract or otherwise in law against the contract / order and either party shall not be entitled to any claim for loss, compensation or damages arising out of any such early termination.
29. Arbitration: in the event of any dispute or differences arising out of relating to under or in respect of this contract the parties, hereto, the same shall be referred at written request of either party to a sole arbitrator to be appointed by the AOSPL, Mumbai in accordance with arbitration and conciliation act, 1996 and the rules, if any, made thereunder and any statutory modification or re-enactment thereof. The venue of arbitration proceedings shall be at Mumbai (Rajasthan).the arbitrator shall give speaking and reasonable award. Award made and pronounced in arbitration proceeding shall be final and binding on both the parties.
30. Governing law & jurisdiction: this contract shall be in all respects be deemed and constructed in conformity with Indian laws and will be subjected to jurisdiction of Mumbai courts in the state of maharashtra only.