

AGRA TIMED AUCTIONS: TERMS & CONDITIONS

USER TERMS AND CONDITIONS

- All registration information the Bidder provides to Agra Timed Auctions shall be current, complete and accurate.
- Bidders must be 18 years and older. Personal information will be subject to confirmation.
- Bidders must agree not to interfere with the proper working of Agra Timed Auctions or interfere with any transaction that is being conducted on and during the auction sale.
- Access and use of the Agra website and the Agra Timed Auctions platform (collectively the "Site") is subject to all terms and conditions, indemnities and agreements stipulated on the Site and on individual sites. This includes this User Agreement and all applicable laws and regulations, including but not limited to copyright and trademark laws.
- Bidders will also be responsible to keep track of any changes that may occur on the Site. Agra Timed Auctions will periodically make updates and changes to its site and will not be held liable for any unforeseen difficulties as a result.
- All personal information will be checked and verified to ensure the legitimacy of all bidders.
- You will be suspended or permanently banned from the Site if you provide false information when registering.
- You will also be banned from the Site if you are the successful bidder and you do not honour your bid.
- The description of services, goods or items appearing in the auction listings and in advertising prior to the auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statement made by the Owner/Seller or Agra Timed Auctions concerning any lot/item shall be construed as a warranty either express or implied.
- **Services, goods or items are sold 'as is'**, where is and with all faults. Bidder acknowledges that all services, goods or items were available for inspection prior to the auction and, by these terms, Agra Timed Auctions and Owner/Seller strongly encourage Bidder to carefully inspect each services, goods or items in which the Bidder has interest. This allows the Bidder to be fully informed as to the nature, quality, condition, quantity and size of any services, goods or items will not constitute grounds for claims, adjustment, refund, termination of the listing.
- The Site User Agreement constitutes the final expression of the parties' agreement and a complete and exclusive statement of the terms of sale. The implied Warranties of Merchantability and fitness for a particular purpose, and all other warranties, either expressed or implied, are specifically excluded from this sale and transaction and shall NOT apply to merchandise that is the subject of these sales.
- Although Agra Timed Auctions strives to deliver a great service and a consistent auction site, we can not guarantee that services, goods or items will not be withdrawn after they are listed. Withdrawals are sometimes necessary and with good cause. Agra Auctions and the Owner/Seller reserves the right to do so at any time before or during the auction or sale. Agra Timed Auctions and the owner also reserves the right to use their sole discretion to accept or reject any bids or sales made.

- Any and all services, goods or items becomes the sole responsibility of the Buyer after payment. The Buyer then accepts all risks of loss and damage once the goods or items are removed from the sale venue. Agra Timed Auctions together with the Owner/Seller agree that services, goods or items can remain at the sale venue for a limited period of time until the Buyer removes it. Removal time will depend on the specific services, goods or items and will be indicated in the information or prerequisites. Removal can be done once payment is done and facilitation of payment and removal will be monitored by Agra Timed Auctions. Final transactions will only be finalised once all parties involved are happy and in agreement.
- Bidding responsibility will fall onto the bidder and they will agree to indemnify the Owner/Seller and Agra Timed Auctions and its employees from any and all claims, losses, damages, liabilities, judgements, fees, costs and expenses which will include any attorney fees and expenses arising from use of our site or associated with the Buyer. This will also include any disputes or breaches made by the Buyer.
- Agra Timed Auctions also holds the discretion to govern the Bidder's use of our site and holds the right to limit the Bidder's capabilities and/or terminate the registration of any Bidder if any difficulties or disputes arises and if Bidder does not uphold his acceptance of the terms and conditions contained herein or any other rules, indemnities, policies, terms and conditions contained within the site.
- Agra Timed Auctions gathers personal information from both Seller and Buyer for the sole purpose of conducting these auctions and will hold such confidential. This information is not for sell or rent.
- Allocation of a password and bidding information becomes your own responsibility and Agra Timed Auctions will not be held responsible or liable for any security of your password and bidding information. If you feel that this secure information has been compromised in any way, please notify us immediately.
- Agra Timed Auctions also have no control over whether services, goods or items up for sale are being sold illegally. In such an event, if discovered, the Seller will be reported to desirable authorities and also be blacklisted.
- We also have sole discretion to restrict and terminate any and all services provided when required to do so without any reason.
- Use of any robot, spider, other automatic devices or manual process to monitor or copy the site is expressly prohibited unless permitted to by Agra Timed Auctions. Users will agree not to use any software, device or routine to interfere or attempt to interfere with the processes being conducted on our site and influence the productivity of our site. Agra Timed Auctions provides all processes and information on an 'as is' basis without any warranties of any kind either expressed or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties that are valid and legitimate and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.
- Any difficulties, disputes, unforeseen circumstances or arguments sounding in money will be referred to arbitration.
- At no time during the use of our service do we own or sell the services, goods or items for sale and that the actual contract for sale will be between the Seller and Buyer.
- Users will also agree and acknowledge that Agra Timed Auctions;

- Have absolutely no power to govern or represent that the Seller or Buyer will perform their respective duties relating to sale and purchase obligations of services, goods or items being auctioned, sold or advertised on this site
- Have absolutely no power to govern or represent that a respective Buyer will pay for any services, goods or items auctioned, sold or advertised on this site
- Have absolutely no power to govern or represent that the services, goods or items will be delivered in time or at all by the respective Seller to the respective or vice versa.

CONDITIONS OF SALE

- Agra Timed Auctions offers you a safe and secure environment to buy and sell your services, goods or items. Although the platform we offer, is exciting and competitive, all bids are binding and terms and conditions, terms of use and policies must be adhered to.
- Bidding is easy and straightforward. Once you are registered and understand all the policies, we provide you with listings that are accompanied with all the requirements and information necessary for you to make an informed decision and bid. All bids are final and the highest accepted bidder shall be the Buyer.
- Although we provide a very easy and open marketplace, Agra Timed Auctions still has the right and discretion to regulate bidding. If any difficulties or irregularities occurs, we have the right to withdraw any item at any time.
- All services, goods or items listed on the auction listings will be accompanied by several requirements and descriptions. This includes vital information that is a necessity in order for buyers to not only make a fully informed decision, but to also protect both Buyer and Seller from any disputes that may arise, to protect the buyer from making irregular purchases, to protect all parties from any liabilities that may exist. All listings will be subject to a fair and honest listing system that will contractually bind the Seller to provide a full description and a consistent listing. Agra Timed Auctions will not be held responsible for any errors in description or any irregularities.
- All services, goods or items are sold **'voetstoots' / 'as is'** and as described. Agra Timed Auctions, therefore, invites all Buyers to inspect any and all services, goods or items to ensure that they make an informed bid and a secure bid. We will facilitate all sales to ensure satisfaction for all parties.
- Once an item's sale is finalised and awarded to the highest bidder (then referred to as the Buyer), it becomes the responsibility of the Buyer. A sale will only be finalised once all parties have finalised their respective responsibilities and all parties involved are satisfied with the sale.
- Agra Timed Auctions will not be responsible for the transport and delivery of any services, goods or items. Agra Timed Auctions will offer to facilitate and recommend forms of transport and transport companies. Agra Timed Auctions will not be held liable for any costs or fees that arises from the transport of the sold item.

- Inspection: Most services, goods or items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. See special instructions on each auction page for inspection details.
- Once a Sale or Auction has been successfully concluded and a confirmation is established to both Buyer and Seller, they will be solely responsible for the following;
 - Reaching an agreement on when the risk will be passed onto the Buyer and making sure that all necessary steps are taken to pass all paperwork, ownership, title and all warranties/guarantees to the Buyer;
 - Ensure that they comply with all laws, acts and regulations pertaining and applicable in the jurisdiction in which the Seller, and for that matter, the Buyer are located. If the Buyer and Seller are from two different jurisdictions, then responsibility must be taken to ensure that a neutral and applicable governing body is used;
 - Where applicable, it is very important to make sure that suitable insurance is arranged in respect to the services, goods or items
 - Both are responsible for applicable taxes, duties and costs still involved to successfully conclude a deal. These include the following:
 - VAT
 - Any other taxes
 - Import Duties
 - Import Tariffs
 - All documents pertaining to the sale of a vehicle, including but not limited to registration, police clearance, road worthiness and notice of sale
 - Pricing Policy
 - With exception of the following categories, all items sold via Agra Timed Auctions will incur a success fee of up to 20%;
 - Properties
 - All vehicle types
 - Heavy Machinery
 - Livestock

In the above-mentioned cases, Agra Timed Auctions will be asking a fixed rate (as agreed with the seller beforehand) for any listing with criteria that match these categories.