

## Terms and conditions of use

We welcome you to our online platform shopandselllanka.com. The following terms and conditions apply to the use of our platform and govern the transactions you perform or attempt to perform using it. They set out the rights, obligations, responsibilities and liabilities of yours and ours towards each other. Please read them carefully before using the platform. The use of the platform for any transaction or the creation of an account for the use of the platform shall mean that you agree to these terms and conditions.

These terms have to be read together with any notices or special conditions that may apply to any particular auction or sale that will be published in the Notices section of our website or otherwise published with reasonable prominence on our website or platform. Please note that such notices or special conditions applicable to particular auctions or sales as referred to above are as important as these terms and conditions. Our platform allows you to engage in online purchasing using our Shopping Cart service, time-based bidding using our Online Bidding service and bidding in live (virtual) auctions using our S&S Live service. This document contains the terms and conditions applicable to all such forms of transactions as referred to above.

### 1. Registration and Preliminaries

- 1) It is a precondition for using our platform that you register yourself with us by creating an account using our website. Any entity having capacity to contract, that is, deemed competent under the law to enter into binding agreements, is entitled to hold an account with us for this purpose. This includes individuals, companies, partnerships, government corporations, statutory bodies and even unincorporated associations of persons.
- 2) You will be required to provide the information we seek from you for the purpose of registration which will depend on the type of entity you are. For example, in the case of an individual this will normally include a form of government issued identity document acceptable to us, proof of residence including any recent utility bill and details of any payment card you would use for transactions using the platform. The information sought at the time of registration is essentially for fulfilling our KYC (Know Your Customer) requirements and may also be for satisfying other legal requirements such as AML (Anti-Money Laundering) requirements.
- 3) An individual, in order to be eligible to register with us, must have attained the age of 18 years.
- 4) At our entire discretion, we may decline registration to any person or entity in which event our decision would be final. Our helpdesk which can be contacted on +94773577072 (from 8:30am to 6:00pm IST daily) will be happy to assist you with any inquiries relating to registration or the use of our platform.
- 5) We may change the requirements of eligibility for registration at any time in our sole discretion.
- 6) In addition to your initial registration, you may also have to register yourself separately and specifically for certain transactions or events as herein provided.
- 7) You are responsible for all bids or orders placed and transactions made using your account and you will be personally liable in respect of such bids, offers or transactions even if you may have acted on someone else's behalf or your account has been used without your knowledge or permission. It is your responsibility therefore, to take all precautions to prevent any unauthorized use of your account. This includes keeping your username and password safe.

- 8) It is important that you provide us true, correct and accurate information for purposes of registration and trading. Without prejudice to any other right available to us under the law, we retain full power and discretion to cancel or set aside any sale or not allow you to make any bid or place any order or do any other transaction using the platform where we find that any information you have provided for the purpose of registration is wrong, false or misleading.
- 9) Without prejudice to any other right we have under these terms or under the law, we may disqualify or bar you from using our platform where it is found that any information you have provided at the time of registration is false.
- 10) Registration will have to be completed at least 48 hours prior to an auction, leaving us sufficient time to process your request for registration. This time requirement does not apply to purchases you make using our 'Shopping Cart' option.
- 11) In the case of companies, corporations, other incorporated bodies and unincorporated associations of persons, it will have to be ensured that only duly authorized employees or persons are allowed to have access to your account or use our platform. Such entities are responsible and liable in law for all transactions and activities carried out using our platform through their accounts.

## 2. Condition/Description of items

- 1) All items sold, offered for sale or auctioned on our platform are sold as is and we do not provide any warranties of any kind whatsoever in relation to them, their condition or any descriptions provided pertaining to such items. It is important that you understand that any warranty provided by a manufacturer, seller or consignor of any item made available on our platform for direct sale or sale by auction is not a warranty we provide. Please see the section of these terms titled 'warranties' for further limitations on warranties and our liability.
- 2) All descriptions provided by us relating to items offered for sale or auction and statements relating to their condition are based on our subjective opinion and do not reflect expert opinion. We provide such information in good faith and free of charge for your convenience and do not provide any warranty or assurance with respect to their accuracy or correctness. Such descriptions and statements cannot take the place of a personal inspection by you of the relevant item at any of our auction venues prior to a sale or an auction and any expert opinion you may get concerning same.

## 3. Bidding

- 1) In the case of time-based bidding, a time window will be provided for placing your bids in respect of the items auctioned which will display the remaining time available for bidding. At the conclusion of the time period thus provided, the sale will take place, subject to the other conditions herein set out, at the highest price bid.
- 2) In the case of a virtual auction, the bids you place using our platform will be entertained together with bids we receive in other forms such as in-person bidding and phone bidding. Your bid will be timestamped upon being received by our platform and will be accordingly assigned priority.

However, in the case of a bid placed using our platform being timestamped identically with a bid made in-person at the auction premises, the latter will be accorded priority. Bids received by phone will be accorded priority below online and in-person bids.

- 3) It is possible that certain items are offered in varying quantities in terms of numbers or measurement. We will not be able to make any refund or allow you to withdraw a bid due to any mistake or error you have made with regard to the quantity or number of items.
- 4) We may reject a bid without assigning any reason therefor and our decision in such case will be final.
- 5) You will not be able to bid for any item if you are the seller or the consignor or the owner of such item and by placing any bid in respect of any item you represent to us that you are not the seller or the consignor or the owner thereof. This condition does not apply to an owner bidding for an item seized by an institution for any default or by a Court in execution of a decree as long as it is permitted by such institution or law.
- 6) Bidding for the purpose of artificially driving up the price of an item (shill bidding) is not allowed and where we have reason to believe that any bid is made for such purpose we will cancel such bid and remove it from the platform. We may also cancel your registration with us and remove/disable your account and disqualify you from placing bids or using our platform in the future.
- 7) As a condition precedent to bidding in a virtual auction, you will be required to make a deposit or an advance payment in an amount to be determined by us or the seller/consignor in respect of each item you wish to bid for in such virtual auction. In addition, you will also be charged a non-refundable registration fee by us, also as a condition precedent to bidding, as specified on our website in respect of each virtual auction. You will not be allowed to bid at a virtual auction without fulfillment of the above conditions. In the event you are not the successful bidder, while the deposit or the advance payment you have made will be returned to you within seven (07) business days of conclusion of the auction. The non-refundable registration fee will not be refunded. Subject to Clause 5.1 below, the deposit amount or the advance payment so made will be deducted from the total price payable by the successful bidder. The payment of the deposit or the advance payment aforesaid or the non-refundable registration fee does not mean that you will be the successful bidder. Such deposit or advance payment would be payable by a bank draft or a direct transfer to one of our designated accounts. Where such deposit or advance payment is required to be made to the seller or consignor of any item you need to bid for, we will publish the information you will need to make such payment. However, in such case, we will not undertake any responsibility in respect of any such payment including the return thereof.
- 8) In the case of live auctions, there may be a bid increment value in respect of any item auctioned as fixed by us or the seller which will be determined and notified to all bidders eligible to participate in the auction relating to such item prior to the commencement thereof. Where a bid increment value applies in respect of an auctioned item, unless otherwise determined by us, the highest bid prevailing at any moment in respect of such item during the auction can only be outbid by an amount equal to the bid increment value or any multiples thereof. Each time you select (click on) the BID button in a live auction, your bid will be increased by an amount equal to the bid increment value. Clicking on the BID button multiple times in succession would therefore

mean that you are increasing your bid by a value equal to the bid increment value multiplied by the number of times you click. Make sure therefore that you don't click on the BID button in succession more than the number of times required to make out the value of the bid you wish to make. In the alternative, you can submit your bid by entering (typing in) the value in the input field provided for it. When you do this, you must make sure that the value you enter must be equal to the bid increment value in respect of the item you bid for, or any multiple thereof. However, we may in our sole discretion, do away with the bid increment value requirement referred to above at any stage during an auction and allow bids to be outdone by any higher value.

#### 4. Sale

- 1) Subject to our power to decline any bid, to disqualify any bidder from participating in any auction or cancel or set aside (in our total discretion) any sale as explained in these terms (or under the law), in the case of online bidding and virtual auctions, a legally binding contract of sale in respect of the auctioned item or items forms between us and the highest bidder upon us accepting such bid at the close of the auction or at the expiry of the time period allowed for bidding.
- 2) In the case of time-based bidding, once the sale is concluded, we will notify the result to the successful bidder by sending an email to the email address provided to us at the time of registration of such bidder's account. In the case of virtual auctions, the result will be announced at the conclusion of the auction relating to each item.
- 3) You cannot retract a bid once made except in very limited circumstances where we consider in our sole judgement that there is reasonable cause for it or that it is just and equitable to allow such withdrawal. We will not, however, allow the withdrawal of a bid for the reason that your account has been used by an unauthorized person or without your knowledge or permission.

#### 5. Payment

- 1) In the case of purchases made using the Shopping Cart service and the time-based bidding service, the full price of the item/s purchased together with applicable taxes must be paid immediately. In the case of any item purchased at a virtual auction, payment will have to be made in accordance with the terms applicable to each auction which will be made known to you by publication on our website prior to the auction. In general, the successful bidder at a live auction will have to make an immediate payment of a percentage of the purchase price (in addition to any deposit or advance payment already paid) as determined by us or the seller. Where a bidder successfully bids for more items than the number of items in respect of which he has furnished deposits or advance payments, we may, at our sole discretion, and without prejudice to our right to set aside the sale in respect of such additional items, either reallocate the deposit or advance payment such bidder has made equally among all the items he has successfully bid for with the consequence that the balance payment that has to be paid in respect of the items such deposits or advance payments were initially made will increase by the difference between the original and reallocated values; or require such bidder to furnish a deposit or advance payment in respect of

any additional items bid for prior to making delivery of any of the items for which a deposit or advance payment has already been made.

- 2) While you may use a credit or debit card acceptable to us as shown on our platform for making payment in respect of any item purchased using our Shopping Cart or time-based bidding services, the payment method for items purchased at a virtual auction will be per the payment terms applicable to such auction as published on our website prior to the auction. Payment will be deemed to have been made only when actually received by us.
- 3) Upon the payment being made, you will be issued an invoice acknowledging the payment of the purchase price. We advise you to keep this invoice safely as it is required to be produced for purposes such as collection of the items paid for or raising any claim as allowed by these terms.
- 4) If you fail to make payment for any item purchased by you as stipulated above, we may, in our discretion, exercise one or more of the following options –
  - I) Forfeit the deposit or the advance payment
  - II) Charge interest based on the purchase price at the legal interest rate as published by the Central Bank of Sri Lanka from the expiry of a period of three (03) business days from the sale until the item is collected by you;
  - III) Set aside the sale and reoffer the item for sale or auction or otherwise dispose of it at our total discretion;
  - IV) Disqualify you from participation in any of our future auctions;
  - V) Disallow you from using our platform;
  - VI) Cancel your registration and remove any account you maintain with us;
  - VII) Recover the purchase price together with interest and all costs arising out of your default (including legal costs) by resort to appropriate recovery proceedings provided by law;
  - VIII) Recover any shortfall between the purchase price and the value we realize in respect of such item at any subsequent auction or sale or other means of disposal together with interest and all costs arising from your default (including legal costs) by resort to appropriate recovery proceedings provided by law.

## 6. Collection

- 1) All items purchased by you via the Shopping Cart and time-based bidding services must be collected from the respective premises as indicated on our website within three (03) business days of payment of the purchase price. Items purchased by you at a virtual auction, should be collected within the time period specified on our website in relation to such auction. You are required to produce the invoice relating to the purchase and provide identification acceptable to us such as your national identity card. You may authorize a third party or an agent of yours to collect the item on your behalf in which case we will require a letter from you authorizing and identifying the person authorized by you do the collection together with identification of both you and the person authorized by you acceptable to us.
- 2) In the case of a company, corporation, partnership or unincorporated association of persons, we will need a letter issued from a responsible officer authorizing an employee or agent of such entity to collect the item together with identification of such person acceptable to us.

## 7. Shipping/Delivery

- 1) At your request, we may be able to assist you by arranging shipment/delivery of the item to you with a third party service provider. We can do so only once we have received the full purchase price and the price of shipment/delivery. We will not be liable, however, for any loss or damage to any item while being in the hands of such shipper or carrier, whether arranged by us or yourself. Any such shipper or carrier providing delivery service will be acting as your agent.

## 8. Passing of risk

- 1) All risk relating to any item sold will pass to you when one of the following occurs –
  - a) When such item is placed at your disposal, or at the disposal of a person authorized by you including a shipper or carrier (whether arranged by you or us at your request) for collection at the relevant premises;
  - b) After the expiry of three (03) business days after payment of the purchase price, where such item is not collected from our premises or we have not been instructed and paid for arranging shipment/delivery of the item to you.

## 9. Cancellation of sale

- 1) We retain the right to cancel/set aside any sale made via auction if it is found that –
  - a) Any information you have provided for registering yourself with us is wrong, false or inaccurate;
  - b) The sale would contravene any law or regulation in force;
  - c) The sale would cause us any liability in law due to an event, fact or circumstance taking place subsequent to the sale or an event, fact or circumstance we couldn't have reasonably been expected to have knowledge of prior to the sale;
- 2) In any of the instances referred to above, we will refuse delivery of the item where the item has not been collected by you or on your behalf and refund the purchase price if you have already paid and you agree to deliver back any item which has already been collected from us by you or on your behalf in which event we will refund the purchase price paid by you within seven (07) business days of us receiving back the item.

## 10. Warranties and limitation of liability

- 1) We do not give any warranties whatsoever with regard to any item you purchase through our platform including any warranties with respect to the condition of any such item or relating to any description of such item provided on our website. To the fullest extent permitted by law, all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose are hereby excluded and disclaimed.
- 2) Subject to the above disclaimers, and the only exception being a case where fraud is established against us, our maximum liability and obligation to you in the event such is established or in the

event of an invalidation of a sale, will be the return of the purchase price you have paid. We will not be liable in any circumstances for any special, consequential or any other direct or indirect damages including loss of profits, loss of business opportunity, or loss of income or interest even if we have been advised of such damage or loss in advance.

- 3) You agree that we are not liable for any breakdowns or downtimes in our platform or our systems or any systems connecting you with us maintained by us or third parties even if such failures or breakdowns result in you not being able to place your bid or the loss of your bid in our platform or systems or any error in your bid or your bid not been evaluated correctly.
- 4) While we take all necessary precautions to ensure the protection of your information provided for the purpose of using the platform including information relating to your payment cards or bank accounts, and will use industry accepted methods and technologies to protect our systems against unauthorized third party access and manipulation including any form of hacking, we do not take responsibility and disclaim all liability in respect of any damage or loss caused to you arising out of any breach or failure of such safeguards or measures.

#### 11. Disputes and governing law

- 1) Any dispute, controversy, difference or disagreement between us arising from a transaction to which these terms relate or relating to the construction or interpretation of these terms shall be determined in accordance with Sri Lankan law.

#### 12. Confidentiality

Subject to the following exceptions and as further explained in our privacy policy, we will keep your personal information provided to us while using the platform confidential. We will nevertheless be obliged to provide your personal information to any court or public authority pursuant to a court order or in terms of any law requiring us to do so. We will also provide your personal information to any seller of an item you have bid for in the event you are the successful bidder and the seller requires your information. We may also share your personal information with, or submit your personal information to, institutions or authorities with whom such sharing or submission is necessary for the completion of the transaction or is required by law. Please read our privacy policy for more information on how we collect and use your personal information.

#### 13. Severability

In the event any of the above terms and conditions shall be held to be illegal or unenforceable, it shall not affect the validity or enforceability of the remaining terms and conditions.

#### 14. Headings

The Section/Clause headings used herein are for information and convenience only and shall not affect the interpretation of any provision of these terms and conditions.

15. Waiver

Refraining from exercising or enforcing any of our rights under these terms and conditions by us or any failure to do so on any occasion shall not constitute a waiver of such right and shall not prejudice the exercise or enforcement of such right on any subsequent occasion.