

Term & Condition, e-Auction of LafargeHolcim Bangladesh Ltd

Terms of Use

By accessing the website at [website URL], or by signing up for this software, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site.

1. All data shared by you shall be true and accurate.
2. You shall be solely responsible for maintaining the security of your account on the Service and for safeguarding the password.
3. You shall not use another person's username, password or other account information, or another person's name, image or photograph or impersonate any person or entity or misrepresent your identity or affiliation with any person or entity.
4. The Company shall have full rights to accept or reject any offer fully or partially without showing any reason.
5. The Company reserves the full right to cancel, postpone or modify the auction/RFQ anytime without showing any reason.
6. The Company shall have full rights to issue the counter Bid, re-negotiate and award as convenience.
7. The Company shall have full rights to take any decisions to award however the least cost Vendor or not based on business necessity without showing any reason.
8. The Terms of Use are in electronic format and does not require any physical or digital signatures. By accessing or using the Platform, you acknowledge to have read, understood, accepted and agreed to the Terms of Use, and agree to be bound by the Terms of Use and any supplemental policies, including, but not limited to, the Privacy Policy, and other terms and conditions of the Company.
9. The Company reserves the right to supplement the Terms of Use with additional policies, guidelines or instructions or make amendments, modifications or variations to it from time to time, which shall be deemed to be effective from the time it was updated on its website or mobile Application.
10. After awarding any auction (fully or partially), awarded Vendor should bound to provide the required truck/s within stipulated deadlines & ensuring the agreed T&C. For any circumstances of failure to deliver on time in full, respective auction's transport cost would be the demurrage or penalty for the awardee.

While accessing the tools, also you hereby agree to the following:

➤ Use License

Permission is granted to temporarily download one copy of the materials (information or software) on LafargeHolcim Bangladesh Ltd's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:

- Modify or copy the materials;
- Use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- Attempt to decompile or reverse engineer any software contained on LafargeHolcim Bangladesh Ltd's website;

- Remove any copyright or other proprietary notations from the materials; or
- Transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by LafargeHolcim Bangladesh Ltd at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

➤ Disclaimer

The materials on LafargeHolcim Bangladesh Ltd's website are provided on an 'as is' basis. LafargeHolcim Bangladesh Ltd makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Further, LafargeHolcim Bangladesh Ltd does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

➤ Modifications

LafargeHolcim Bangladesh Ltd may revise these terms of service for its website at any time without notice. By using this website or signing up for this software, you are agreeing to be bound by the then-current version of these terms of service.

➤ Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Bangladesh and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

➤ General

In the event that you are exposed to content on the Service which you believe is unlawful, obscene, defamatory, libelous, threatening, pornographic, hateful, racially or ethnically offensive, or damaging towards any religion, ethnic group, club, organization, company or individual, the Company encourages you or visitor to report such material via e-mail or can be directly communicated over phone for taking the appropriate action.

If any term of these Terms and Conditions is held to be invalid or unenforceable, the remainder of the terms and conditions shall remain valid and enforceable. These Terms and Conditions are governed by and construed in accordance with the laws of Bangladesh and will be subject to the exclusive jurisdiction of the courts of Bangladesh.

If you need any help, want an answer to any questions please communicate to the nearest location of the Company or responsible concern of the corporate office of LafargeHolcim Bangladesh Limited.