

Terms & Conditions for Usage of Coal Trade Centre (CTC)

DOMESTIC TRADE

1. Registration

- 1.1 To avail the CTC service all the interested parties are required to register with CTC at www.coaljunction.in.
- 1.2 All the existing active Coaljunction members are eligible to become the CTC member and avail CTC service.
- 1.3 The registered members will have an auto generated “Unique User ID” & a “password” based on which they can log in. Detail of the CTC registration process is available at www.coaljunction.in.
- 1.4 All the registered members shall be issued a “Photo Identity Card” duly authenticating the identity & signature, indicating a “Unique Registration Number” allotted to them.
- 1.5 Membership fee structure:

Member Type	Membership fees	Validity of Membership
Domestic Trade	10,000.00	1 Yr

2. Earnest Money Deposit (EMD)

- 2.1 All Members having been registered with CTC shall also have to furnish non-interest bearing Earnest Money Deposit (EMD). The EMD shall be deposited into “Global EMD” account at Coaljunction as per the existing process.
- 2.2 The CTC member shall have to allocate EMD to their CTC account from the Global EMD account at Coaljunction
- 2.3 EMD structure:

	Seller (Rs/Mt)	Buyer (Rs/Mt)
For Domestic Trade	100.00	200.00

Domestic Trade	Road Mode		Rail Mode	
	Seller	Buyer	Seller	Buyer
Minimum Qty	50 Mt	50 Mt	1 Rake = 4000 Mt	1 Rake = 4000 Mt
Minimum EMD (Rs)	5000	10000	400000.00	800000.00

- 2.4 CTC will allow members to post sell offer or generate buy inquiry only if requisite EMD is available in the member’s account at CTC

- 2.5 Members can book the sell offer or respond to the buy inquiry only if requisite EMD is available in member's account at CTC
- 2.6 The blocked EMD of the buyer member will be adjusted in the final coal value to be deposited by the buyer member

3. Notification

- 3.1 All the sell offers and buy inquiries shall be posted at www.coaljunction.in under Coal Trade Center link. The listing of the offers and inquiries can be viewed by all at www.coaljunction.in.
- 3.2 To view the details of the offer / inquiry or to book the requirement, the members are required to login into CTC.
- 3.3 All the members who have enrolled into the SMS service (at the time of registration) shall receive the SMS alerts for new sell offers or buy inquiry posted at CTC.

4. Create Sell offer / Create Buy Inquiry

- 4.1 To create sell offer/buy inquiry, the members are required to login into the CTC using their unique User ID and Password.
- 4.2 The registered Members interested to create sell offer/buy inquiry shall be required to record their acceptance of the "Terms & Conditions" and "Terms of Use" of the CTC.
- 4.3 The members may offer products for sale / generate buy inquiry at CTC by completing the online "Create an Offer Form" / "Create an Inquiry Form" with all relevant information about the products to be sold/procured, the desired selling price and other terms and conditions and the validity date of the offer. The Offer/Inquiry will automatically be posted at CTC on www.coaljunction.in.
- 4.4 All the members posting offers/Inquiry at CTC shall bear all the responsibility and liability for all the information so posted.
- 4.5 Each "Offer" will be deemed to be a firm offer for the products covered thereby.
- 4.6 Each "Inquiry" will be an invitation for firm offers on the Products covered thereby.
- 4.7 The minimum quantity will be 100 Mt through road mode and 1 rake (4000 Mt approx.) through rail mode.
- 4.8 The offer/inquiry once posted cannot be modified. However, the quantity and the validity date of offer/Inquiry may be modified provided the minimum quantity criterion is fulfilled.
- 4.9 The offer/inquiry may be cancelled by the member; however the member posting the offer/inquiry shall honor any booking that may happen between offer/inquiry posting and offer cancellation.
- 4.10 For domestic trade coal offer:
 - 4.10.1 If the delivery is directly from the origin / CIL colliery, then the offered coal shall be on "As-is-where-is" basis and "No complaint" basis - inline with the terms laid down by CIL.

- 4.10.2 If the delivery is on ex-stockyard basis then seller shall facilitate inspection of the offered coal at the load point.
- 4.10.3 Any joint/ third party sampling facility to avail penalty / bonus clause, is extended to the intended bidders at the loading site at buyer's own cost. Refusal on account of non-suitability and /or sub-standard quality after the completion of Trade shall not be acceptable.
- 4.11 All the offers/inquiry shall have a validity date i.e. the offer shall expire after the validity date and will be removed from CTC.
- 4.12 Once the offer/inquiry is created i.e. activated at CTC, the EMD of the seller/buyer shall be blocked. EMD of the seller/buyer member shall be treated as a 'Security Deposit' for performance of the seller/buyer towards completion of the said transaction.
- 4.13 The EMD of seller member shall be released only on fulfillment of the trade in case the offer is booked by buyer(s) or on the expiry of the offer in case there is no booking against the offer.
- 4.14 The EMD of the buyer shall be adjusted with the coal value in case the offer / inquiry is booked or shall be released in case there is no booking against the inquiry.

5. Booking of Coal

- 5.1 The registered Members interested to book offered coal or accept the buy inquiry shall be required to record their acceptance of the "Terms & Conditions" for the usage of CTC.
- 5.2 Buyers may browse through the "Offers" posted in CTC and may click on the "Reference Offer Number" corresponding to the Offer to view the "Offer Details". From the Offer Details, Buyers may book the Product by registering the booking quantity and submitting the bid against the offer.
- 5.3 The minimum booking quantity shall be 10 Mt (1 truck load) thereafter in multiples of 10 Mt for road mode deliveries. For rail mode deliveries, minimum booking quantity shall be 1 rake and thereafter in multiples of 1 rake.
- 5.4 Sellers may browse through the "Inquiries" posted in CTC to search for Products of interest, and may click on the "Reference Number" corresponding to the "Inquiry" to view the "Inquiry Details". From the inquiry details, Sellers may place a firm offer by clicking on "Accept" button.
- 5.5 The bid once submitted shall be treated as final and firm bid / offer and the buyer and seller shall honor the trade.
- 5.6 Bids will be deemed to have been made on the clear understanding that intending buyers have satisfied themselves fully in regard to the nature, condition, quality and quantity of goods upon inspection.
- 5.7 The "Booking Price" per tone in the currency as mentioned in the offer / inquiry shall be the base coal price on FOR/FOB/ex-colliery/ex-stockyard basis, inclusive of other charges like statutory levies, surface transportation charges, sizing/beneficiation

- charges, taxes, cess, royalty, SED, & any other charges as may be applicable at the time of delivery. The applicable taxes such as VAT, CST etc. shall be extra over and above the booking price. The transportation charges shall be on the buyers' account
- 5.8 The offer status will automatically become "Traded" once the entire quantity in the offer is booked. CTC shall not accept any more booking against that offer.
- 5.9 In case there is partial booking against any offer at CTC, then the offer shall show the left over quantity available for booking.
- 5.10 The offer status will automatically become "Expired" on expiry of the validity date of the offer / inquiry. CTC shall not accept any more booking against that offer/inquiry.
- 5.11 Bookings at CTC shall be on first come first serve basis till the total offer quantity is booked.
- 5.12 Order bookings against the buy inquiry shall be for entire quantity as mentioned in the buy inquiry.

6. Post booking process

- 6.1 On confirming the order, the equivalent EMD of the buyer / seller shall be blocked at CTC.
- 6.2 A system generated "Trade Confirmation" mail shall be sent to the seller as well as the buyer. The "Trade Confirmation" mail shall state the details of the trade and the total amount (Coal Value + Taxes & Duties + Other applicable charges as well as CTC brokerage + applicable Taxes & Duties) to be deposited into mjunction bank account against the order booked at CTC.
- 6.3 On receipt of the coal value payment as well as the CTC brokerage into mjunction bank account, an "Indent" shall be issued to the seller in favor of the buyer stating to deliver the coal to the buyer
- 6.4 A payment confirmation mail shall be issued to the buyer confirming the receipt of the payment.
- 6.5 The buyer will have to co-ordinate with the seller to schedule the delivery of the booked coal.
- 6.6 The buyer will be required to furnish 1) Trade Confirmation mail 2) Payment Confirmation mail 3) Photocopy of Bidder ID card to the seller for taking the delivery of the coal.
- 6.7 After affecting the delivery of the coal, the seller member shall provide the evidence of the delivery of the coal to mjunction.
- 6.8 On receipt of the documentary evidence of delivery of coal from the seller member, mjunction shall transfer the coal value to the seller member bank account after deducting the seller side CTC brokerage (plus applicable taxes & duties).
- 6.9 The final coal value to be transferred to seller shall be computed only after the receipt of copy of DO or Challan (Road Mode) or the endorsed RR (Rail Mode) from the seller. Mjunction shall transfer the calculated coal value into the seller's bank account through RTGS.

7. Payment Terms

- 7.1 The “Trade Confirmation” mail shall state the total amount (Coal Value + Taxes & Duties + Other applicable charges as well as CTC brokerage + applicable Taxes & Duties) to be deposited into the mjunction bank account against the order booked at CTC.
- 7.2 On receipt of the “Trade Confirmation” mail, the buyer member shall deposit the total amount as mentioned in the “Trade Confirmation” within 7 working days from the trade date into mjunction bank account.
- 7.3 The buyer member shall deposit the coal value into mjunction bank account after adjusting the EMD amount.
- 7.4 The buyer shall also deposit the CTC brokerage (plus Taxes & Duties as applicable) within 7 working days from the trade date into mjunction bank account.
- 7.5 The coal value shall remain in the mjunction bank account till the fulfillment of the trade i.e. delivery of the traded coal
- 7.6 The buyer shall have to co-ordinate directly with the seller to avail any rebate w.r.t. the “C” form

8. CTC brokerage

- 8.1 The brokerage for availing CTC services shall be payable by both - the seller member as well as the buyer member. The applicable brokerage rate shall be as below-

	Payable by Seller	Payable by Buyer
For Domestic Trade	0.40 % of value of Coal Traded	0.40 % of value of Coal Traded

Value of Coal Traded = Booking Price x Booked Quantity

- 8.2 The above brokerage is exclusive of the taxes and duties. The taxes and duties as applicable shall be charged extra over and above the brokerage.
- 8.3 The brokerage payable by the buyer shall be mentioned in the “Trade Confirmation” mail. The buyer shall have to deposit the same along-with the coal value deposition.
- 8.4 The brokerage payable by the seller shall be deducted from the coal value (deposited into mjunction bank account by the buyer) before the final coal value is transferred to seller’s bank account.
- 8.5 The brokerage shall be applicable, irrespective whether payment is made by the buyer against the allocated quantity or not, and irrespective whether allocated quantity is lifted by buyer or delivered by the seller. In case of default by the member i.e. buyer or seller, the CTC brokerage (plus taxes & duties) shall be recovered from the forfeited EMD.

8.6 An Invoice cum money receipt shall be issued by mjunction on realization of the brokerage to the respective parties i.e. buyer and seller.

9. Delivery Terms

By Road:

- 9.1 The buyer member shall be required to furnish the 1) Trade Confirmation 2) Payment Confirmation 3) Photocopy of Bidder ID Card to the seller to facilitate the delivery
- 9.2 The seller member shall issue the challan to the buyer member while affecting the delivery of the order. The quantity mentioned in the challan shall be final and binding to the seller and buyer members for the final payment calculations
- 9.3 The validity period to complete lifting of coal by road shall be as per the offer posted by the seller. The lifting period shall start from the date of issue of the Indent. The extension of validity may be exercised on mutual consent between the buyer and seller. In case of extension, it will be the responsibility of the buyer and seller member to intimate the same to Coaljunction.

By Rail:

- 9.4 The quantity allotted against each rake shall be indicative quantity only. The quantity as per RR issued at the loading end shall be final and binding for seller and buyer for the final coal value payment as well as CTC brokerage payment calculations
- 9.5 The seniority of buyers in case of rail borne supplies shall be based on first-cum-first serve basis. The members registering his booking first shall be given the first preference
- 9.6 Arranging the rakes as well as organizing the rail movement shall be the responsibility of the seller
- 9.7 The buyer shall be required to submit the program (preferred destination) to the seller in the prescribed format within 7 working days
- 9.8 The seller shall provide the “Railway Sanction Program Copy” to the buyer within 7 working days from the deposition of the coal value by the buyer
- 9.9 Rail Freight:
 - 9.9.1 The seller shall intimate the buyer about the placement of the rake and rail freight payment.
 - 9.9.2 The rail freight shall be paid by the buyer directly by the buyer to the railways within 24 hrs from the placement of the rake to avail the applicable rebate on rail freight (as per Railway rules).
 - 9.9.3 Failing to do so the rake will be dispatched on “To Pay” basis. The buyer shall have to pay the rail freight at destination siding and take delivery of coal. In such case, the seller shall not be liable for any loss / damages.
- 9.10 The validity period for seeking allotment of rake in case of rail supplies shall be 45 days from the date of issue of consent by the coal company. Once the rake is allotted it shall remain valid for supply of coal as per prevailing Railway Rules

- 9.11 In the event, within the scheduled validity period of 45 days, allotment of sanctioned program could not be made due to failure of the seller, which shall not include failure of the Indian Railways to allot rakes due to their own default, then, the seller would have the option to consider extension of validity within the applicable period as per Railway's rules for allotment of such rakes after taking prior consent of the buyer.
- 9.12 Although loading will be the responsibility of the seller member, but to avoid any complaint regarding over-loading, under loading and quality, the buyer member himself or his authorized representative may supervise loading at the loading point. The authorized representative must carry valid authority letter along with photocopy of Identity Card issued by Service Provider.
- 9.13 Overloading & Underloading::
 - 9.13.1 Any penal freight for overloading/underloading charged by the Railways for any consignment shall be payable by the buyer.
- 9.14 After the loading of coal and dispatch of rake, the seller shall provide the "ENDORSED" RR in the name of the buyer to mjunction. The endorsed RR shall serve as documentary evidence of the coal being delivered to the buyer. Mjunction shall forward the endorsed RR to the buyer which would close the order

10. Transportation

- 10.1 Road Mode: The buyer shall be responsible for arranging the transportation of the booked coal. The transportation charges shall be born by the buyer. However, the buyer member may enter into an arrangement / agreement with the seller member to arrange for transportation to its/his preferred destination
- 10.2 Rail Mode: The seller shall be responsible for arranging the rake and organizing the rake movement
- 10.3 The loading shall be the responsibility of the seller

11. Forfeiture of EMD

The EMD submitted by the successful Bidders will be liable for forfeiture in the following cases: -

- 11.1 If after booking of the order, the buyer fails to deposit the total coal value including all the other charges (as mentioned in the Trade Confirmation mail) and CTC service charges (along with applicable taxes & duties) within the stipulated time, the proportionate EMD equivalent to the failed quantity shall be forfeited.
- 11.2 If the buyer fails to lift the booked quantity within the stipulated validity period, including the extended validity period (as the case may be), the proportionate EMD for the un-lifted quantity would be forfeited. Such forfeiture shall be made

only if the balance Un-lifted Quantity is equal or more than a Truck Load i.e.9 or 10 tonnes as applicable

- 11.3 If the buyer cancels the order after booking, the proportionate EMD for the booked quantity shall be forfeited
- 11.4 If the seller is unable to make the delivery within the stipulated validity period, including the extended validity period (as the case may be), the proportionate EMD for the undelivered quantity would be forfeited. Such forfeiture shall be made only if the balance un-delivered quantity is equal or more than a truck load i.e. 10 tonnes as applicable
- 11.5 In case of rail mode, if the buyer cancels the order after the Consent of the program is submitted to the railways then the forfeiture of EMD shall be Rs.400/Mt. The forfeiture amount shall be adjusted from the coal value deposited by the buyer with mjunction
- 11.6 The forfeited EMD amount would be shared on 50:50 basis between mjunction and the affected party (buyer or seller) as the case may be.

12. Refund of Coal value

- 12.1 The final coal value to be transferred to seller shall be computed only after the receipt of DO or Challan (Road Mode) and endorsed RR (Rail Mode) from the seller. The calculated coal value will be transferred to the seller from the total amount deposited by the successful buyer with mjunction
- 12.2 The successful buyer will be entitled for a refund of balance amount (as applicable) on completion of required commercial formalities, subject to forfeiture of EMD if required, in terms of the forfeiture clause as above
- 12.3 Delivery of the booked coal shall be effected as per the “Delivery Terms” clause as mentioned above. If delivery is not effected within this period, the successful bidders will be entitled for the refund of their EMD and deposit against coal value if any without any deduction/ penalty and interest thereof

13. General Terms & Conditions

- 13.1 Members are advised to set up their own guidelines and criteria to determine the companies with which they wish to do business, and mjunction assumes no responsibility whatsoever in relation to the sale and purchase of Products between the Members on the Site.
- 13.2 MJUNCTION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED AS TO (i) THE IDENTITY OR RELIABILITY OF ANY BUYER OR SELLER OF PRODUCTS, (ii) THE QUALITY OF THE PRODUCTS OR (iii) THE ABILITY OF EITHER THE SELLER OR THE BUYER TO SELL, BUY OR TO COMPLETE THE SALE AND PURCHASE OF PRODUCTS THROUGH THE SITE

- 13.3 At no time and under no circumstances will mjunction be liable for the reliability, creditworthiness or authority of any Member in connection with the purchase or sale of Products.
- 13.4 mjunction reserves the right to change the Commission Schedule at any time by posting a revised Commission Schedule on the Site, such changes shall be effective to all trades on immediate basis after such posting
- 13.5 The Seller and the Buyer shall forthwith inform mjunction in writing of any change in the offer / inquiry affected on the Site. Should there be a subsequent increase in the total sale price for the sale of Products as a result of a change in the terms and conditions of the sale, mjunction shall have the right to charge the Commission based on the increased sale price
- 13.6 If a Member wants to withdraw or modifies an item (a "Posted Item") posted on the "Create an Offer Form", "Create a Firm Bid Form" or "Create an Inquiry Form" (as the case may be), he can do so by prior intimation to mjunction and adhering to the norms pre-specified by mjunction. The pre- specified norms include:
 - 13.6.1 The Validity period of the offer / inquiry can be modified. The status of the offer/inquiry can be modified to "Closed" before the validity period. However, the buyer and seller shall honor all the bookings that may happen between offer/inquiry posting and offer/inquiry modification.
 - 13.6.2 Quantity and Prices can be modified only before the any booking is received in the offer/inquiry.
 - 13.6.3 There can be no changes made with respect to the quality/grade once offer/inquiry is posted at CTC.
- 13.7 By posting an Offer / inquiry at CTC, each Member is deemed to have given the following representations and warranties:
 - 13.7.1 the Information is accurate, complete and (in the case of a Seller) truly represents the state and condition of the products covered by the posted item throughout the period until the offer / inquiry expiry date or closure of the offer / inquiry;
 - 13.7.2 no posted item shall be fraudulent or counterfeit;
 - 13.7.3 the payment of the commission to mjunction should not cause mjunction to violate any applicable laws, rules, statute, ordinance or regulations; and
 - 13.7.4 the products covered by the posted item will not infringe any third party's rights, including copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy
- 13.8 mjunction reserves the right to revoke and/or deny the access privileges of any Member incase that fails to abide by the Transaction Rules of CTC
- 13.9 mjunction shall have no obligation to monitor, review, edit, supervise or remove any material or content posted by a Member to the Site. Each Member posting a Posted Item on the Site shall be held liable for all consequences arising from the Information therein and under no circumstances will mjunction assume any responsibility in respect thereof. No representation or warranty of any kind either

express or implied as to the accuracy of Posted Items shown on the Site or with respect to the Products covered thereby is given by mjunction

- 13.10 All terms and conditions of Scheme are subject to force majeure conditions as applicable
- 13.10.1 If a member is prevented from performing, in whole or in part, any of its obligations to deliver or receive Coal at the Delivery Point under a Transaction due to causes that are beyond the reasonable control and without the fault or negligence of the member affected thereby (such causes being referred to herein as "Force Majeure"), and such member gives oral notice and full details of the Force Majeure to the other member immediately after the occurrence of the Force Majeure (such notice to be confirmed in writing), then during the period for which such Party's performance is prevented by such Force Majeure but for no longer period, the obligations of the members under such affected Transaction (other than obligations to make payments whether then due or due thereafter) shall be excused to the extent performance is so prevented
- 13.10.2 The member affected by the Force Majeure shall remedy the Force Majeure with all reasonable dispatch and will keep the other member advised as to of its efforts to remedy the Force Majeure; provided however, that this provision shall not require Seller to deliver, or Buyer to receive, the Coal at points other than the Delivery Point
- 13.11 The buyer member shall deposit the coal value into mjunction bank account after adjusting the EMD amount
- 13.12 Buyers must always ensure to keep their email address valid. In any case Buyers can not be absolved from fulfilling the responsibility of compliance of any of the terms and conditions herein including payment terms due to non-receipt of emails from mjunction
- 13.13 Buyers must be extremely careful to avoid any error in bidding/booking (whether typographical or otherwise) and they are fully responsible to check and rectify their bid before booking their order at CTC
- 13.14 mjunction reserve the right to cancel the sale of coal under this e-Auction from any source / location in part or whole at any stage at its sole discretion without assigning any reason thereof and no party shall have any right whatsoever to raise any claim in that regard on that count
- 13.15 Sale under CTC shall be an individual, independent, unique and complete transaction
- 13.16 In the event of any dispute, Buyer is necessarily required to represent in writing to the respective seller, who would deal with the same in a period of one month from such representation. All disputes arising out of this "Terms and Conditions" or in relation thereto in any form whatsoever shall be dealt exclusively by way of arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at Calcutta at a place to be notified by the seller. The arbitrator

shall be appointed by the seller upon written request in this behalf. The award rendered by the Arbitrator shall be final and binding on the parties.”

14. Value added services

14.1 mjunction may from time to time nominate and make available to Members certain banks, insurance companies, surveyors, shippers and other service providers (collectively, "Value Added Providers") to provide value added services to Members in connection with buying and selling products and related transactions at CTC ("Value Added Services"). Each Member acknowledges and confirms that:

14.1.1 mjunction is not the provider of Value Added Services;

14.1.2 the Value Added Providers are independent contractors which have their own rules, policies and practices in providing the Value Added Services; and

14.1.3 no warranty is or will be given by mjunction as to, and mjunction shall have no liability in respect of:

- a. the quality of Value Added Services;
- b. the ability of Value Added Providers to provide the Value Added Services;
- c. the creditworthiness of Value Added Providers;
- d. the accuracy, truth, reliability or reasonableness of any information that Value Added Providers may post on the Site or otherwise provide concerning the Value Added Services;
- e. the terms and conditions of the Value Added Services; or
- f. whether the Value Added Providers are able to or will complete the Value Added Services for Members as agreed between them.

15. Intellectual Property

15.1 www.coaljunction.in or www.mjunction.in as well as the design and information contained in this site is the valuable, exclusive property of mjunction services ltd, and nothing in these Terms and Conditions shall be construed as transferring or assigning any such ownership rights to any Member or any other person or entity

15.2 The Members agree not to repeat or rebroadcast in any way any of the information made on www.mjunction.in /www.coaljunction.in/or any other related website for any reason whatsoever

15.3 Members agree that if they do repeat or re-post any the information from the concerned websites by any mean, they will be liable for actual and punitive damages as determined by mjunction and additional damages to be determined by a Indian court of Law

15.4 Members may not rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, store or time-share www.mjunction.in

/www.coaljunction.in/or any other related website, any part thereof, or any of the information received or accessed there from to or through any other person or entity

16. Termination of Membership

The Membership may be terminated:

- 16.1 By either party giving to the other sixty (60) days notice in writing before any anniversary of the date hereof
- 16.2 By mjunction on written notice to the Member if the Member has committed any material breach of the CTC Terms and Conditions and in the case of a breach capable of being remedied, has failed to remedy the breach, within 30 days after the receipt of a written request in writing from mjunction notifying the Member of such breach
- 16.3 By mjunction on written notice to the Member if the Member fails to pay any sum(s) due to mjunction under the Terms and Condition and such sum(s) remain unpaid for thirty (30) days after written notice from mjunction that such sum(s) have not been paid
- 16.4 For the avoidance of doubt, termination of the Membership for any reason shall not entitle the Member to any refund of the annual sum due under the Membership Terms and Conditions

17. Indemnification

- 17.1 MEMBERS SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS MJUNCTION (INCLUDING ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, GROUP COMPANIES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS) FROM ANY AND ALL CLAIMS AND LOSSES IMPOSED ON, INCURRED BY OR ASSERTED AS A RESULT OF OR RELATED TO:
 - 17.1.1 their access and use of mjunction / coaljunction / CTC
 - 17.1.2 any non-compliance by user with the terms and conditions hereof; or
 - 17.1.3 any third party actions related to users receipt and use of the information, whether authorized or unauthorized
- 17.2 Any clause declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder
- 17.3 mjunction reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by such Member, and such Member shall not in any event settle or otherwise dispose of any matter without the prior written consent of mjunction

18. Disclaimer of Warranties

- 18.1 MJUNCTION AND/OR ITS RESPECTIVE ASSOCIATED ENTITIES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE CONTENTS, INFORMATION, PRODUCTS, FEATURES AND SERVICES CONTAINED ON THIS WEB SITE FOR ANY PURPOSE. ALL SUCH CONTENTS, INFORMATION, PRODUCTS, FEATURES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND
- 18.2 MJUNCTION AND/OR ITS ASSOCIATED ENTITIES HEREBY DISCLAIM NO REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED AS TO (i) THE IDENTITY OR RELIABILITY OF ANY BUYER OR SELLER OF PRODUCTS, (ii) THE QUALITY OF THE PRODUCTS OR (iii) THE ABILITY OF EITHER THE SELLER OR THE BUYER TO SELL, BUY OR TO COMPLETE THE SALE AND PURCHASE OF PRODUCTS THROUGH THE SITE
- 18.3 IN NO EVENT SHALL MJUNCTION AND/OR ITS ASSOCIATED ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEB SITE OR WITH THE DELAY OR INABILITY TO USE THIS WEBSITE, OR FOR ANY CONTENTS, INFORMATION, PRODUCTS, FEATURES AND SERVICES OBTAINED THROUGH THIS WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEB SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF MJUNCTION OR ANY OF ITS ASSOCIATED ENTITIES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES

19. Governing Law

- 19.1 These Terms and Conditions shall be governed by the laws of India. Each Member agrees that any controversy or claim arising out of or relating to these Terms and Conditions and the relationship between mjunction and the Members shall be submitted to the exclusive jurisdiction of the Calcutta courts. For the purpose of this clause, each of the Members waives any objection to proceedings in any such courts on the ground that the proceedings have been brought in an inconvenient forum
- 19.2 All disputes and differences that may arise between the Parties hereto in regard to or touching or arising out of or under or relating to these presents, the carrying out of the terms and conditions hereunder (including breach or alleged breach thereof) and / or the interpretation thereof in any way whatsoever or as to the construction, meaning, validity or effect of this Agreement or any clause, matter or thing herein contained or the rights and liabilities of the Parties hereunder shall be resolved amicably between the Parties through negotiation and conciliation failing which they shall be referred to Arbitration. Both the parties shall appoint the arbitrator and both the arbitrator shall refer the final name of arbitrator and the said Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment in force for the time being. The place

of arbitration shall be Calcutta/Kolkata and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in Calcutta. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.

20. Miscellaneous Provisions

- 20.1 Submissions - Any comments, feedback, ideas, suggestions, information, know-how, material, or any other submissions disclosed or offered by Members to mjunction using the Site or otherwise (collectively, "Submissions") are not confidential and shall become and remain the property of mjunction. Any such Submissions shall be deemed to include a worldwide, royalty-free, perpetual, irrevocable, nonexclusive right and license for mjunction to publish, reproduce, distribute, copy, use, create derivative works, display (in whole or part) or otherwise act on such Submissions without additional approval or consideration, in any media now known or later developed for the full term of any rights that may exist in such Submissions
- 20.2 Taxes - mjunction assumes no responsibility to calculate, report or remit sales or use taxes which may be assessed, due or owing to the taxing authorities of any jurisdiction for transactions that arise in connection with the Member's use of the Site
- 20.3 Default Interest - Any amount that is not paid within 15 days of its due date will bear interest at the rate of 15% per annum (from the original due date until the date of payment), or the maximum rate allowed by applicable law, which ever is less
- 20.4 Notices - Except as explicitly stated otherwise, notices shall be given in the case of mjunction, by e-mail to coaljunction@mjunction.incom, by fax to (033) 66106187, or post or delivery to mjunction services ltd., Tata Center, 43 J L Nehru Road, Kolkatai – 700071 (W.B.) India for the attention of Coaljunction, or, in the case of a Member, by e-mail, fax, mail or delivery to the Member's e-mail address, fax number or mailing address (as provided by the Member to mjunction during the registration process or as later notified by the Member). Notice shall be deemed effective as mentioned in the such notices
- 20.5 No Waiver - The failure by mjunction to exercise or enforce any rights or provisions of these Terms and Conditions shall not constitute a waiver of such right or provision
- 20.6 Limitation of Actions - Each Member agrees that any cause of action arising out of or related to the Site or these Terms and Conditions must commence within one



year after the cause of action arose; otherwise, such cause of action is permanently barred

- 20.7 Entire Agreement - These Terms and Conditions, as amended or supplemented by mjunction from time to time, comprise the entire agreement between Member and mjunction and supersede all prior agreements between the parties regarding the subject matter contained herein
- 20.8 Survival - All provisions in these Terms and Conditions regarding representations and warranties, indemnification, disclaimers and limitations on liability shall survive any termination of a Member's Membership
- 20.9 Relationship - The relationship between the Members and mjunction is that of independent contractors. Nothing herein contained shall constitute or create any relationship of agency, partnership, joint venture, employer-employee or franchiser-franchisee between mjunction and any Member (whether it is a Buyer or Seller).

--End--

Terms & Conditions for usage of Coal Trade Center