

E-Commerce Vendor Agreement

आपका स्वागत है, स्वदेशी परिवार (Viraat Swadeshi Haat Pvt. Ltd.)में प्रवेश करने के लिये। यह हम सबके लिये एक गौरव का अवसर है कि हम (Swadeshi Democratic Marketing Planके माध्यम से) स्वदेशी उत्पादों को बढ़ावा देते हुए देश की GDPस्थायी रूप से बढ़ाने व आत्मनिर्भर, स्वावलंबी भारत बनाने के इस आर्थिक क्रांति में महत्वपूर्ण सहयोग प्रदान करने जा रहे हैं। आपके उत्पादकीदेश और विदेशमें हमारे वेब, www.viraatswadeshihaat.comसे बिक्री होगी। साथ ही डायरेक्ट मार्केटिंग के माध्यम से देश भर में स्वईच्छा से बने लाखों Direct SellerयानीSME (SWADESHI MARKETING EXECUTIVE)के द्वारा आपके उत्पाद का प्रचार-प्रसार भी होगा।SME राष्ट्रीय गौरवमयी भाव के साथ "स्वदेशी लोकतांत्रिक मार्केटिंग योजना" से जुड़कर अपनी सम्मानजनक आय प्राप्त करेंगे और इसी तरह योजना सेलाखों लोगों को रोजगार प्राप्त होगा।

This E-commerce Vendor Agreement is made and entered into on (Date)_____

Between (Vendor firm name)_____

a company/firm/proprietorship (TICK ONE) (hereinafter referred to as "**Vendor**") having its place of business/registered office at (Vendor address)_____

through Mr/Ms. _____ duly authorized to do so,

AND

Viraat Swadeshi Haat Private Limited, a Company incorporated under the provisions of the Indian Companies Act, 2013 and having its registered office at Flat No. 202, Shri Sai Amrit Apartment, 14, Chhatribagh, Indore - 452007 (hereinafter referred to as "company" which expression shall unless repugnant to the context and meaning thereof, include its successors, liquidators and assigns), of Other Part.

WHEREAS:

- A. Vendor is engaged in _____ . (Business)
- B. Company owns "**Viraat Swadeshi Haat Private Limited**" located at the following URL: <http://www.viraatswadeshihaat.com> and has many registered users to whom Company offer various services.
- C. Vendor is desirous of setting up an online store onwebsite www.viraatswadeshihaat.com and has offered to sell its products through the said online store. Company has agreed to create the said online store upon the following terms and conditions.
- D. The above referred Vendor and Company are hereinafter collectively referred to as "Parties" and individually as "Party".

SERVICES

1. Company is *inter alia* in the business of developing and operating e-commerce businesses for independent third party retailers, wholesalers, distributors, dealers, agency and manufacturers and providing for those entities / persons, Company's proprietary technology, website design and development capabilities, order processing capabilities, customer service capabilities, fulfillment capabilities, invoicing and payment management to enable those entities to provide e-commerce to their customers/direct sellers. ("Company Business"). Herein the company will purchase goods from vendors and will resell them to customers.
2. Company shall put up for sale, the products of vendor on the said e-platform, subject to the terms and conditions hereinafter contained. Vendor further agrees and acknowledges that the shopping transaction shall be governed by the "Terms of Use" of Viraat Swadeshi Haat Private Limited (incorporated in this agreement by way of reference and forms part of this Agreement).
3. Company in its sole and absolute discretion may refuse to provide any one or more of the Company Business including Platform, Platform Services, Payment Facilitation Services and/or Transaction Support Services for any reason whatsoever and especially if providing such Company Business to the Vendor can be detrimental to the reputation, goodwill and competitiveness of Company or could cause any breach of any contractual commitments of the Company and cause Company to breach any applicable laws.
4. The Terms of this Agreement shall commence on the date of execution of the contract and shall renew automatically every year unless something contrary is expressed by any of the parties.
5. This Agreement may be terminated by either party after giving a prior notice of atleast 30 days. During the period under notice both the parties shall be bound to perform its obligations incurred under this agreement and this sub-clause shall survive the termination of this agreement.
6. In the event of termination/expiry of this Agreement, the Company shall remove the Links and shall discontinue display of the Products on Online store with immediate effect .Company shall not be liable for any loss or damages.
7. The consumer price of the product (MRP or any value less than that),distributer rates and Marketing Plan Commission Rate i.e. IR/LIR, will be decided and uploaded by the company for each product and there will be NO interference of the vendor in this.

CONSIDERATION & PAYMENT TERMS

1. The company shall purchase goods from Vendors at the agreed price (including GST, if any) and vendor will raise invoice in the name of company.
2. In the event any order is reversed due to "Damaged product", "Quality Issue", "Not delivered", "Wrong Item delivered" or any other reason then the payment in respect of such goods will not be given to vendor. If Direct Seller or Consumer does not raise any complaint within 7 calendar days from receiving the product, company will make payment to the vendor through e-wallet according to time decided in the agreement.
3. Payment for goods purchased from the Vendor will be settled in a cycle of _____ days. Company has right to retain money for any charges levied during the course such period.

4. Vendor agrees to bear all the applicable taxes duties, or other similar payments (including GST) arising out of the sales transaction of the product through the e-platform and company shall not be responsible to collect, report, or remit any taxes arising from any transaction.

ADVERTISEMENT, MARKETING & SALES PROMOTION

1. Company as the owner of e-platform has sole rights to carry out advertising and marketing activities in relation to promotion of the Platform, Platform Services and Brand Name in any manner and to any extent as maybe deemed fit and for such purposes may engage in certain sales promotion activities to increase the sales of Products on the Platform. Vendors may on their discretion undertake to do promotional activities on the platform after payment of predetermined charges.
2. Company will engage Direct Selling Agents hereinafter referred to as SME (Swadeshi Marketing Executive) for carrying out promotional activities of the business and bringing more customer base to the company. This arrangement will be different from the one entered into with Vendors and company will have sole decision making powers over the appointment, removal, remuneration and other such matters related to SMEs.
3. Vendor agrees and acknowledges that company shall have the sole right (as to between Company and Vendor) for the design, look and feel, architecture, layout, positioning and all aspects of the Platform including listing, positioning, indexing and placement of the Products offered for sale on the Platform by the Vendor and the Vendor shall not question or dispute such exercise of right or discharge of responsibility by the company.

RETURN POLICY

1. Before accepting shipment of any product(s), the receiving SME / Customer must ensure that the product's packaging is not damaged or tampered. If the receiving SME / Customer observes that the package is damaged or tampered, he/she must inform the Company within 12-hours. The return process of the product(s) may be restricted by the Company depending on the nature / category of the product(s) or the legitimacy of the complaint / return.
2. In case of any defect (manufacturing or packaging) or dissatisfaction the SME / Customer can return/exchange the product(s). The SME / Customer must contact the Company / SME from whom they had purchased the same, within 7 days from the date of purchase along with necessary photos or videos. The Customer has to provide a reason for the return / refund and the process will be initiated once the company is satisfied with customer's/SME's claim for same. Payment for the goods returned will not be made to the vendor.
3. VENDOR will arrange pick-up of the damaged/defective product(s) once the company accepts the claim and it will be obligation of vendor to deliver the replaced product at customer's place without charging any extra cost from customer.
4. It is customers responsibility to return the product in their original packaging along with the original price tags, labels, barcodes, user manual, warranty card, invoice etc.
5. It is advised that the return packets should be strongly and adequately packaged so that there is no further damage of products during transit. If it damaged during the transit, then Company will evaluate the damage and intimate the Customer / SME about the repercussions.

6. According to the BUY BACK POLICY for direct sellers, if any SME wants to resign from the company and return the goods purchased in last 30 days then the vendor has the obligation to take the goods from the SME and return the full payment within 48 hours of company's order to do so, as per Direct Selling Guidelines 2016 issues by Ministry of Consumer Affair, Food & Public Distribution Department of Govt of India and the relevant State Government Guidelines/Laws.
7. If the Direct Seller resigns after 30 days from the date of purchase of goods, the amount of refund will be equal to Direct Seller's cost of product being returned, i.e. bonus and service charges will be reduced from the amount of refund.
8. It will be the responsibility of SME to return the product in good condition, useable, resalable, restockable, unopened, unaltered and must have a shelf life of atleast 12 months. Company and vendor won't be held responsible for any damage occurred to goods during their transit from SME's place to Vendor's place.

END CUSTOMER DATABASE

1. The End Customer Database shall be proprietary to the Company. Company shall alone retain all rights including all Intellectual Property Rights in the End Customer Database and unless specifically agreed to in writing by the Company, no rights in or to the End Customer Data base are deemed to have been granted to the Vendor.

The Vendor further agrees that:

- i) All the End Customer Database shall be treated as Confidential Information of the Company for the purposes of this Agreement;
- ii) Company being the owner and proprietor of the End Customer Database shall be titled to use, store and exploit the same in any manner as may be deem fit by the Company and in accordance with Company's privacy policy as provided on the Platform from time to time; and
- iii) Vendor shall not use the End Customer Data base other than selling the Products by availing Company Business or required for law enforcement purposes and shall in noway sell, transfer or other wise exploit the End Customer Database with out the express written consent of the Company.

DELIVERY TERMS

1. Goods purchased by customer from Company's portal shall be delivered directly by Vendor to the address of customer and company won't be a part of this function. Vendors will have to conduct delivery of goods only through the courier agencies approved by Company. The list of approved courier agencies will be available on e-platform. In special circumstances goods can be delivered by other mode with prior approval of the company. If the company feels it can arrange for delivery of goods of the vendor then it may deliver the same on behalf of vendor. Delivery charge w.r.t. such delivery will be deducted from Vendor's payout.
2. Delivery Fees will be mutually decided by the company and vendor from time to time and incidence of same shall be displayed on the Company's portal along with every item.
3. It will be the responsibility of the vendor to deliver the goods at customers place in good condition. In case of damage of goods during delivery Vendor will have to bear the same.

4. As earlier mentioned, pickup and delivery of Goods in case of replacement shall also be carried on by Vendor.
5. The company has entered into agreement with courier and cargo operators: DTDC and UDAN and agreed upon terms of delivery with them. Since it will be the obligation of Vendor to carry on the delivery of goods hence the terms agreed upon by company with the courier operators will be binding on the vendor as well and vendor must comply with the terms provided in the agreement. Any cost of non-compliance of any of the terms of agreement shall be borne by vendor.
6. The company may enter into agreement with other delivery partners or remove existing delivery partners. All such revised terms and conditions of the delivery partner will be binding on the vendor as well and he must ensure their compliance through reading them from the company's website from time to time.

OBLIGATIONS & RIGHTS OF COMPANY

- 1) Company shall reasonably maintain the Platform and Platform Services and shall on reasonable effort basis provide Transaction Support Services and other services comprising Company Business.
- 2) Company shall reasonably maintain the registration of domain name in relation to the Platform during the Term at its own costs free from any and all encumbrances, including encumbrances which may lead to any adverse effect on Company's registration of the domain name or its use of the Platform.
- 3) In order to process payments made by End Customers and to generally provide Payment Facilitation Services Company shall reasonably maintain appropriate contracts with payment gateway and shall comply with the applicable laws.
- 4) Company, as a part of Transaction Support Services, shall list the Products on the Platform for the Vendor at the Sale Price as may be mutually agreed upon.
- 5) At any time if the Company believes that the services are being utilized by the Vendor or its Customer in contravention of the terms and provisions of this Agreement, the Company shall have the right either at its sole discretion or upon the receipt of a request from the legal / statutory authorities or a court order to discontinue/terminate the said service(s) to Customer or the End user as the case may be, without liability to refund the amount to the Vendor to forthwith remove/block/close the online store of the Vendor and furnish such details about the Vendor and/or its customers upon a request received from the Legal/ Statutory Authorities or under a Court order.
- 6) Company may enter into agreements with third parties on behalf of vendor for smooth running of the business of vendor and company as well. One such agreement is agreement entered into with delivery partners

OBLIGATIONS, CONVENANTS AND WARRANTIES OF VENDOR

1. On the platform, Vendor shall upload the product description, images, disclaimer, delivery time lines, price (which shall be inclusive of all taxes, duties and any other taxes as applicable in the city or municipal limits of the customer) and "other required product information" to be displayed and offered for sale through the said e-platform.
2. "Required Product Information" means, with respect to each of Your Products the following information: **(a)** description **(b)** any identity information as company may reasonably request; **(c)**

information regarding availability of goods in stock, shipping limitations or requirements, and Shipment Information **(d)** categorization within each Company product category and browse structure as prescribed by company from time to time; **(e)** digitized image that accurately depicts only Your Product and does not include any additional logos, text or other markings **(f)** Purchase Price; **(g)** shipping and handling charge (as mutually decided with company from time to time) ; **(h)** any text, disclaimers, warnings, notices, labels or other content required by applicable Law to be displayed in connection with the goods being sold; **(i)** brand; **(j)** model; **(k)** product dimensions;**(l)** weight ;**(m)** a delimited list of technical specifications; and **(n)** any other information reasonably requested by the company.

3. Vendor shall be solely responsible for the quality, quantity, vendor ability, guarantee, warranties in respect of the products offered for sale through their online store. Vendor shall pass on the full warranty or guarantee received on the Products from the third party manufacturers or third party suppliers to the End Customer and shall fully support the End Customer to enforce such warranty or guarantee.
4. On receipt of the approved order, Vendor shall dispatch / deliver the products within a period not exceeding 2 working days or within the time as specified in the product description on its online store.
5. The Vendor shall not send any of its promotional or any other information with the Products ordered by the customer and shall also ensure that it does not print, emboss or otherwise display any brand name, trade name, and trademark, service mark on the Product, on the packing material and on the invoice other than those displayed while making the sale offer on the platform while packing the products for delivery to the customer. In case any such case is found, company retains right to penalize the culprit for committing such act.
6. Vendor insure not to upload any description/ image/text/Graphics that is unlawful, illegal, objectionable, obscene and vulgar, opposed to public policy, prohibited or is in violation of intellectual property rights. Vendor shall insure to upload the product description and image only for the product which is offered for sale through the online store and for which the said online store is created so that the costumer can make informed decisions.
7. Vendor shall be solely responsible for any dispute that may be raised by the customer relating to the goods, merchandise and services provided by the Vendor.
8. Vendor shall insure that they are an authorized business establishment and hold all the requisite permissions, authorities, approvals and sanctions to conduct their business and to enter into an arrangement with the Company. They shall at all times ensure compliance with all the requirements applicable to their business and for the purposes of this arrangement including but not limited to Intellectual Property Rights, Sales Tax, Central Sales Tax, Service tax, Standards of Weights & Measures legislation, Sale of Goods Act, Value added tax, Excise and Import duties, etc. They confirm that they have paid and shall continue to discharge all their obligations towards statutory authorities. Further the Vendor shall ensure that they own all the legal rights in the Products that are offered for sale on the Online Store. In case of any discrepancy Company would not be liable for the same.
9. Vendor shall provide necessary access to the Company to inspect the warehouse, manufacturing facilities or other facilities and offices of the Vendor in order to ensure Vendor is able to comply with its sales obligations to the End Customer. Vendor acknowledges and agrees that this ingress, regress and inspection rights of the Company is to ensure the goodwill of the Platform, Platform Services and Brand Name and to provide good user experience to the End Customer.

10. Vendor agrees and acknowledges that the title in the Products shall only be transferred from Vendor upon delivery of the Products to the End Customer. The Vendor may in its sole discretion take appropriate insurances to safeguard itself from any loss, breakage, theft or damage of the Products till such time the Products are actually delivered to the Company and Company has acknowledged the receipt of the delivery of such Products
11. Vendor shall not use or register anywhere in the world, the Brand Name or any other trade mark, trade name or domain name, except as authorized under this Agreement, which, in Company's reasonable opinion, is identical, improvement over, dilution of, combination involving or confusingly similar to, the Brand Name or, that constitutes any translation thereof into any language.
12. Vendor shall manage and maintain sufficient inventory of the products which he offers to sell to end customer on the platform and shall mandatorily deliver the products as purchased by the end customer to the company/ directly to the customer within such time as may be prescribed in the commercial terms.

Franchise/Pickup Centre

Company will establish franchise/ pickup centre in the country for developing the business of the vendors and for availability of the products on local level.

The terms and conditions of the pickup centre are as follows:

- i) Any consumer/SME can take product from the franchise/pickup centre.
- ii) The company will order goods from the vendor and arrange products at franchise/pickup centre. After receiving the order from the franchise/pickup centre, company will make invoice online and mail to vendor and vendor will deliver the goods along with invoice through the approved courier/cargo to the franchisee/pickup centre. It will be the responsibility of the vendor for safe delivery of the goods and vendor will be responsible for any damage/theft/fire etc. in transit.
- iii) Company will make payment to the vendor at agreed rates and in agreed time.
- iv) Return, Buy Back and Refund Policy mentioned earlier in the agreement will also be applicable here.
- v) If any goods remain unsold for long time and franchise/pickup centre wants to return the same then they can do so if tag, warranty card, bar code, packing, etc. are intact and the remaining shelf life of the product is atleast 3 months. Company will see legitimacy of the return and once satisfied it will order Vendor to either make payment to the company or replace the goods within a period of 48 hours.
- vi) The obligation of returning of goods will be of franchise/ pickup centre.
- vii) All other terms and conditions mentioned in agreement will remain applicable here.

INDEMNITY CLAUSE

1. The Vendor indemnifies and shall hold indemnified the Company, its directors, officers, employees,

representatives, agents from and against all losses, damages, claims, suits, legal proceedings and otherwise howsoever arising from or in connection with any claim including but not limited to claim for any infringement of any intellectual property rights or any other rights of any third party or of law, concerning quality, quantity and any claim in relation to the Vendor's product, the breach of any of the Vendor's warranties, representations or undertakings or in relation to the non-fulfillment of any of its obligations under this Agreement or arising out of the Vendor infringing any applicable laws, regulations including but not limited to Intellectual Property Rights, Local Sales Tax, Central Sales Tax, Service tax, Value Added tax, The Standards of Weights & Measures legislation, Excise and Import duties, etc . For the purpose of this clause reference to the Company shall also include the Mobile Operators and such other agencies through whom the Company shall make the Online Store available to the Customers.

2. The Company agrees to indemnify and to keep indemnified the Vendor in respect of all claims losses and expenses (including the cost of litigation if any) arising out of any breach or default part of the Company to perform its obligations under this Agreement.

GREIVANCE REDRESSAL

1. The rules which are applicable as per Direct Selling Guidelines 2016 issued by the Ministry of Consumer Affairs, Food & Public Distribution Department of Govt. of India and the relevant State Government Guidelines / Laws on the company will be applicable on the vendor.
2. For speedy redressal of grievances of vendors company will form a **Grievance Redressal Committee**. Any dispute arising out of or related to or connected with any provisions under this Agreement shall be referred to the committee. In case of any complaints, vendor shall raise a grievance on the company's website or submit a grievance in writing and the committee shall take up the matter immediately for redressal.
3. All disputes taken up to the committee shall be heard and given a unique identification number which shall be addressed swiftly and Company shall put its best efforts in resolving it within 45 days from the date of receipt of the complete details in respect of the grievance. If the nature of the matter is such that it is not reasonable to resolve it within the above mentioned time frame then committee shall resolve it in the least possible time frame. Any vendor can contact the committee through contact details available on the company's portal.
4. The language of GRIEVANCES REDRESSAL Committee shall be English OR Hindi. The GRIEVANCES REDRESSAL Committee shall be held at Indore, Madhya Pradesh, India.
5. The award of the GRIEVANCES REDRESSAL Committee as the case should be final and binding on the parties.
6. The obligations, performance, interpretation and contents shall be governed by Indian law.
7. For disputes related to the vendor (Delivery of products, packaging, shipping, returns and refunds and exchanges etc.) the court area will be the place of the related vendor.
8. For the dispute related to the manufacturer (Manufacturing Defect, Guarantee, Warranty, etc. of the product) the court area will be the manufacturer place.
9. For dispute related to Company (Management and Indigenous Democratic Marketing Plan etc.) the court area will be Indore, M.P.

Confidentiality Clause

Vendor agrees and undertakes to maintain the confidentiality of the information and user/customer

data disclosed, generated or made available to Vendor under this Agreement .The said information shall not be used by the Vendor for any purpose other than for the performance of its obligations under this Agreement. Vendor agrees that the unauthorized disclosure or use of such Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Vendor agrees that the Company shall have the right to obtain an immediate injunction from any court of competent jurisdiction enjoining breach of this Agreement and/or disclosure of the Confidential Information. Company shall also have the right to pursue any other rights or remedies available at law or equity for such a breach.

Limitation of liability

Under no circumstances, except in case of breach of contract, will either party be liable to the other party for lost profits, or for any indirect, incidental, consequential, special or exemplary damages arising from the subject matter of this Agreement, regardless of the type of claim and even if that party has been advised of the possibility of such damages, such as, but not limited to loss of revenue or anticipated profits or loss business, unless such loss or damages is proven by the aggrieved party to have been deliberately caused by the other party.

Force Majeure

Neither Party shall be responsible or liable for any delay or failure to perform its obligations (other than an obligation to make payment) under this Agreement due to unforeseen circumstances or any event which is beyond that Party's reasonable control and without its fault or negligence, but not limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, failure of telephone connections or power failure, fire or floods.

This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

For ViraatSwadeshi Haat Private Limited

Mr. _____
(Director)

Designation:
Address:
Place:

Signed, Sealed and delivered by the Vendor: _____ through :

Mr. _____

Designation:
Place: