**VENDOR AGREEMENT FOR SALE OF GOODS ON WEBSITE**

This Vendor Agreement for Sale of Goods on Website (hereinafter referred to as “This Agreement”) is executed on this \_\_\_\_\_\_ Day of \_\_\_\_\_\_\_\_\_\_, 201\_\_ at \_\_\_\_\_\_\_

BETWEEN

Mr. Anup Inamdar, Proprietor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ carrying business in name and style as \_\_\_\_\_\_\_\_\_\_\_\_\_\_, having place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Website Owner”) which expression unless repugnant to its meaning or context thereof shall deem to include his legal heirs, Authorised Agents, Legal Representatives, Permitted Assigns or any person claiming under him as per his wish and authority.

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a COMPANY/ LLP/ PARTNERSHIP/ SOCIETY/ TRUST/ PROPRIETORSHIP / AOP / WAKF / a \_\_\_\_\_\_\_\_\_\_ registered under the provisions of \_\_\_\_\_\_\_\_\_\_\_, having place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acting through its duly authorised person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Vendor”) which expression unless repugnant to its meaning or context thereof shall deem to include his legal heirs, Authorised Agents, Legal Representatives and Permitted Assigns

Both Parties are individually referred as “Party” and collectively referred to as “Parties” for sake of brevity.

**WHEREAS:**

1. The Vendor is engaged in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_ goods / services (hereinafter referred to as “Products”)
2. The Website Owner is engaged in business of providing a meeting Platform for targeted Buyers and Sellers to transact in respect of the Products offered on the WEBSITES
3. The Website Owner own websites known as [www.universaldiamensions.com](http://www.universaldiamensions.com) (hereinafter referred to as “UD”) and [www.eekoshop.com](http://www.eekoshop.com) (hereinafter referred to as ES) both websites are hereinafter collectively referred to as WEBSITES
4. The Vendor has complete knowledge about the website and have understood the business ideas and is ready and willing to place his products for selling on the said WEBSITES.
5. The Vendor and Website Owner are therefore willing to work for mutual benefit as per the terms and conditions appearing hereinafter.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. **SCOPE OF WORK**

The Vendor shall offer his products for sale on WEBSITES for duration of 1 year which shall be renewed from time to time mutually. The Vendor shall furnish all details of the Products to be listed. The WEBSITES will only trade the Products but all compliance related formalities including statutory compliances shall be done by the Vendor at his own expense.

1. **RELATIONSHIP BETWEEN THE PARTIES**

No partnership, Company or agency is created by this Agreement. The Parties shall have principal to principal relationship.

None of the employees, agents or any person from either Party shall have any claim on the Other.

1. **PAYMENT MODE AND SEQUENCE OF TRANSACTION**

The Customer shall place an order through the WEBSITE. Upon confirmation of order, the WESITE will send message to the Vendor. The Courier Partner shall reach the facility of the Vendor and shall pick up the Goods as per the “Courier Facility Agreement”. Upon the delivery, the Customer shall make payment to the concerned Courier Partner by Cash on Delivery or Debit Card payment on delivery. The Delivery Partner shall take maximum 7 days to settle the cash transactions. Upon settlement of transactions, the WEBSITE Owner shall send a Transaction Sheet along with deductions like commission, courier, etc. Once the said Sheet is Approved by the Vendor, the net payment as per the sheet shall be released to the Vendor within 4 days of approval of the Sheet. However, in case of any event where the WEBSITE Owner is unable to remit the amount within, 4 days to the Vendor without wilful default or negligence of the WEBSITE OWNER, he shall inform the Vendor about tentative date for remission. Any delay occasioned due to circumstances beyond the control of the WEBSITE OWNER shall be interest free and without any penalty. However, a wilful default or any delay due to negligence of the WEBSITE OWNER shall attract an interest of 24% p.a. on the amount not remitted.

However, in a situation where some amount is under dispute in the transaction sheet, then the WEBSITE OWNER shall remit the amount that is not under dispute and hold back the disputed amount.

1. **CONSIDERATION**

TO BE DISCUSSED

1. **REPLACEMENT, REFUND AND REPAIR POLICY**

The Vendor shall ensure that the customer’s replacement claim shall be met out as per the Replacement or refund or repair Policy as mentioned in Schedule “A” of this Agreement.

1. **PACKAGING**

The Packaging shall be at the cost of the Vendor and the same shall be tamper proof and of such quality that shall ensure the safe delivery of Products without any damage or exposure to the Product. The delivery partner shall be shortlisted accordingly and this term shall be made clear to the delivery partner by the Vendor.

1. **SHIPPING POLICY**

The Products shall be made available within 24 hours from the receipt of the order. The Delivery Partner shall reach the Vendor’s facility for collection of the Orders. Any order that is unready shall be deemed to be cancelled and the Customer shall be intimated accordingly. However, in such event, the charges of Delivery Partner shall be borne by the Vendor to the extent of cost incurred to reach the facility, including transport.

1. **PRODUCT LICENSING**

Any statutory or other Licensing of products including license to use and sell the products shall be procured by the Vendor at his cost. No product shall be listed for sale unless the licenses are taken and a copy is submitted to the Website Owner.

1. **DESCRIPTION OF PRODUCTS ON WEBSITE**

The Products shall match the exact description and images wherever possible. In certain cases where the same is not possible the Vendor shall inform the Website Owner and he will thereafter write a disclaimer regarding the same. No products shall be offered for sale or publicity that is in violation of Drug and Cosmetics (Magic Remedies) Act or any other law of India. The Vendor shall clearly mention that the Products are based as per Indian law and standards and accordingly have specific disclaimers for any customer who is subject to a foreign law General disclaimer by us. .

1. **PRICING OF PRODUCTS:**

The Vendor shall provide a common MRP whether online or offline for location in which his facility is situated and for other locations that are outside his facility, can display MRP plus Courier charges. The MRP of the Product with or without Courier expenses shall be the same on any website. Upon breach of this Condition, the WEBSITE OWNER in addition to termination of contract can also forfeit all the amount collected by the Courier Partner as liquidated damages.

1. **INDEMNITY**

Vendor shall indemnify the Website Owner for any claim, consumer dispute, civil, criminal or administrative proceedings or any loss or expense that arises due to Products of the Vendor. In addition to claim, Vendor shall bear all the legal expenses and travelling expenses that may ne incidental to defend such claim.

1. **CONFIDENTIALITY**

The Parties shall keep confidential all business secrets of each other. The WEBSITE Owner shall not share details or business secrets or client list of one Vendor to another. Similarly, the Vendor shall not disclose the business module, pricing and commission received by the WEBSITE OWNER. Any breach of this condition shall be viewed seriously and the defaulting Party shall be liable to pay damages to the tune of actual damage suffered due to such disclosure.

1. **LIMITATION OF LIABILITY**

In any case, the Liability of the WEBSITE Owner shall be limited to the Commission received from the Vendor.

1. **INTELLECTUAL PROPERTY RIGHTS:**

The Vendor shall not claim any Intellectual Property Rights of the Website Owner. Similarly, the Website Owner shall not claim or use Intellectual Property Rights of the Vendor except for displaying the Products on his website and publicizing them.

1. **COMPLIANCE OF APPLICABLE LAWS**

Each Party shall be liable to Comply the law of the land as per the burden casted on the Party by the law for such compliance.

1. **TAXES AND OTHER LEVIES**

The Vendor shall be responsible for all applicable taxes and levy as per the provisions of taxation statutes.

1. **TERMINATION**
2. This Agreement shall be terminated forthwith by the WEBSITE OWNER immediately and without notice if:
3. The average review of the Products sold by the Vendor within 1 year goes below 2 rating
4. The Vendor is found violating the IPR of the other and the WEBSITE OWNER is satisfied of such fact.
5. The Vendor is selling substandard Products and is not adhering to package requirements.
6. The Vendor is breaching any law applicable to Products and haven’t cured the breach in two days despite intimation in writing about the same.
7. The Vendor is in practice of threatening or getting into quarrel with customers.
8. The Vendor fails to meet minimum 95% order requirements for more than 6 occasions within a year.
9. The Vendor is found committing breach of confidentiality.
10. The Vendor is selling identical or similar product directly or through some related entity on other website or in open market at a MRP different than the one provided at the WEBSITES.
11. The Vendor sells the Products that are Prohibited by law at the relevant time.
12. This Agreement may be terminated by either Party by giving a notice in writing of not less than 60 days which shall be sent by email at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the WEBSITE OWNER and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Vendor.

1. **EFFECT OF TERMINATION:**

In case the Agreement is terminated under any conditions mentioned in Clause A) b), c), d), e), g), h) and/or i), his undelivered Products shall be returned back to his facility and he shall be liable to pay all the Courier charges for the said Products and shall also be liable for any loss or damage caused to any Party.

In case the Agreement is terminated under conditions mentioned in clause A) a) or f) or both, the Vendor shall complete the order received till the forthwith termination and the Refund and Replacement Policy shall survive post termination.

In case the Agreement is terminated under conditions mentioned in Clause B), the Vendor shall stop taking orders from the date of receipt of termination notice and in case of WEBSITE OWNER, he shall stop listing the Products of the Vendor from date of receipt of notice and all orders received before that shall be complied and the refund and return policy shall survive termination.

Clause 11, 12, 13, 14 and 15 shall survive for a period of 5 years from termination.

1. **EXCLUSIVE RIGHT OF WEBSITE OWNER TO REMOVE ANY PRODUCT FROM THE WEBSITE**

Notwithstanding anything contained herein, the WEBSITE OWNER shall have exclusive right to remove any product from the WEBSITE for a temporary period.

1. **WEBSITE OWNER’S SPECIAL AND EXCLUSIVE RIGHTS TO ATTACH ADDENDUM TO THIS AGREEMENT IN CASE OF CERTAIN PRODUCTS.**

In case certain special clauses are required to be agreed depending on nature of products or change in government policy, the WEBSITE OWNER shall have right to Attach Addendum to this Agreement. In case, the Vendor doesn’t Agree to the said Arrangement, the Agreement shall be deemed to be terminated forthwith and the consequences of termination shall follow.

1. **ARBITRATION**

Any disputes between the Parties shall be first settled by Mediation and A single mediator from WEBSITE OWNER’s Side shall be appointed. If there is no settlement arrived at mediation, then the Parties shall refer the matter for Arbitration. Adv. Pankaj Bandekar shall be appointed as a sole Arbitrator and his decision shall be final and binding on the Parties. In case, the Parties do not agree to a sole arbitrator then each party shall appoint its Arbitrator and the said two Arbitrators shall appoint an Umpire. The Award of Arbitration shall be final and binding on both the Parties.

1. **JURISDICTION**

All disputes are subject to Jurisdiction of Courts Situated within Thane District, Maharashtra State.

1. **STAMPING AND REGISTRATION**

This Agreement shall be Stamped appropriately and may be Registered at a later date of execution. All expenses of stamping and registration shall be borne by the Vendor.

IN THE WITNESS WHEREOF THE PARTIES HAVE PUT THEIR HANDS ON THIS AGREEMENT

Signed Sealed and Delivered

BY

THE WITHIN NAMED

WEBSITE OWNER

Signed Sealed and Delivered

BY

THE WITHIN NAMED

VENDOR

**WITNESS:**