



shodrobe[®]

VENDOR AGGREGMENT

Reg. Off.

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Ring-Road Jalgaon.

Working. Off.

22/B Khandesh Mill Colony,
Ring-Road Jalgaon

Contact Address.

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VENDOR AGREEMENT

THIS **VENDOR AGREEMENT** (hereinafter referred to as "Agreement") is executed on this ___ day of _____, 20__ (hereinafter the "Effective Date").

By and Between

Shodrobe Services LLP, a LLP firm, having its registered office at 39, Yashwant Colony, Ring Road, Jalgoan, Maharashtra, India where such expression shall be taken to mean, unless expressly stated to the contrary, its successors and assigns (hereinafter referred to as the "Firm");

AND

_____, Private Limited Company/Partnership Firm/Limited Liability Partnership/ Any other registered entity, registered under the Companies act, 1956, 2013/ The Indian Partnership Act 1932/ Limited Liability Partnership Act, 2008/registered under any other act represented by its_____, having its office at _____, where such expression shall be taken to mean, unless expressly stated to the contrary, its successors and assigns (hereinafter referred to as the "**Vendor**");

OR

Mr. _____ son of Mr. _____ aged about _____ years, residing at _____, where such expression shall be taken to mean, unless expressly stated to the contrary, its successors and assigns (hereinafter referred to as the "**Vendor**");

The "**Firm**" shall be referred to as the "**First Party**" and "**Vendor**" shall be referred to as the "**Second Party**" individually and as "**Parties**" collectively, as the context may require.

WHEREAS the Firm is, an aggregator engaged in the business of, including but not limited to promoting small retail business through a multi vendor e-commerce website in the name of www.Shodrobe.com (hereinafter called the Website),

WHEREAS the Vendor is in the business of including but not limited to supplying the goods/products to the Companies Customers.

WHEREAS the Firm wishes to enter into an agreement with the Vendor and the Vendor has agreed to provide the goods/products to the Firm.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES SET FORTH THEIR UNDERSTANDING AS FOLLOWS:



1. DEFINITIONS

a) **“Price”** shall mean the cost at which the Vendor produces the goods and other ancillary charges, if any. Vendor delivers the goods directly to the users through the firm’s logistic services.

b) **“Customer”** or **“User”** shall mean a person who access the Website and place the order through the Website.

2. ARRANGEMENT

a) Based on mutual discussions, it is agreed by and between the parties hereto that the Vendor shall provide the products/goods to the Customers as per the order received through the Website, subject to the terms and conditions hereinafter contained.

b) The Firm shall verify the credentials of all Vendors before they can begin acquiring. To complete the verification process, The Firm may collect the following information but not limited to

- Business Registration
- Pan Card
- Aadhar-card
- GST Certificate
- Address Proof

3. PRICE AND PAYMENT

a. The Customer shall pay the amount directly to the Firm or it can be paid upon delivery of the product/goods to customer by the logistic firm Shipyarri (“M/s. AVN BUSINESS SOLUTIONS PVT LTD”). The amount first will be credited to the Firm’s account. After 15 days of delivery it would be credited to the Vendor’s account after deducting the extra charges on Delivery (If Applicable) or payment gateway charges.

b. Any levy of taxes, in the present or future including but not limited to all taxes, excises, fees and/or charges imposed in India (Central and State Jurisdictions, having appropriate jurisdiction) pertaining to the Services provided by the Vendor as requested by the Firm shall be borne entirely by the Vendor.

c. Both Parties agree that any change in the price of the services, must be intimated in advance. Any price change that has not been intimated shall not have effect.

d. In the event that the Vendor is liable for breach of any of his obligations under the Agreement, the Firm shall be entitled to cancel all or any part of any service(s) that remains unperformed, in addition to claiming any damages that may result from the Vendor directly or indirectly for any loss of business to the Firm.



e. Providing the services on time shall be of the essence and will be as stated in this Agreement. Any changes to such dates and possible delays shall be intimated to the Firm within 7 hours of the due date of providing the Service.

f. In case of return of the product from the User, then the amount due to the Vendor shall be credited only after 30 days after deducting the promotional charges and other ancillary charges.

g. The Parties agree that the payment due to the Vendor from the Customer shall not be made for any Service that is deficient in relation to the market standards prevalent for that particular service; and this deficiency has to be proved beyond reasonable doubt in the findings of a committee consisting of top officials of the Firm.

4. OBLIGATIONS OF THE FIRM

a. The Firm shall provide the Vendor with relevant information as sought by the Vendor in order to provide services to the Customers of the Website from time to time.

b. All payments shall be made to the Vendor on a transaction basis. If the service is to be provided on a part by part basis, the price of each part of service shall be agreed by the Parties before it is provided to the Customer, with the exception of any reasonable delay, provided that adequate written notice is given for such delay.

c. After rendering of the service to the Customer, a Customer may lodge a complaint to the Vendor as well as to the Firm for deficiency of service.

d. In the event the Customer wants a refund for any injury which happened due to the deficiency and/or negligence of the Vendor, and an enquiry committee constituting of top officials from the Firm find the claim justified; the Firm shall make refunds to the Customer and that refunded amount shall be reimbursed from the Vendor.

5. OBLIGATIONS OF THE VENDOR

a. The Vendor shall provide the Firm with the documents necessary for registration like Pan Card, VAT/TIN Certification, NEFT Certification provided by the Bank and Address and ID proof.

b. In the event the Vendor is unable to meet the time schedule for providing the services/products, the Vendor hereby agrees to pay the Firm a penalty of Equal Amount of order.

c. The Vendor hereby expressly agrees that it shall provide the services to the Customers of the Firm in an effective, diligent and timely manner and charges can be levied on the Vendor if the Firm has reasonable grounds to believe that the quality of the Service is substandard.

d. In the event that the service supplied by the Vendor is deficient then the Vendor is responsible for paying damages or providing the service once again; whichever is demanded by the Customer. These should be done within 5 days of the lodging of complaint by the Customer



e. Even after conclusion of this Agreement, through termination or otherwise, the Vendor shall be responsible for the quality issues of the Services provided by Firm, for a period of 2 years.

6. OTHER OBLIGATIONS

a. The Vendor is subject to the refund policies of the Firm and is responsible for providing good quality services as per the standards set by the Firm.

b. The Vendor is responsible for providing authentic and quality services and the Vendor should possess all the licenses and requisite legal permissions for the services they provide. No services which are related to any illegal activity in any manner will be allowed to be sold through the website of the Firm.

c. The Vendor shall use the Firm's name and logo only for marketing purposes on the website, pamphlets, tracks.

7. VENDOR WARRANTIES AND REPRESENTATIONS

The Vendor warrants and represents that the services provided under this arrangement shall conform to quality specifications and the Vendor is legally authorized to provide all the Services, agreed to be provided under this Agreement.

8. LIABILITY

Notwithstanding anything in this Agreement, both Parties agree that all liabilities including quality, copyright and non-performance claims with regard to the Products would rest entirely with the Vendor and the Firm would not have any liability in this matter.

9. INDEMNITY

The Vendor agrees to indemnify the Firm against any action by any third party against any Intellectual Property Rights violations /license violations that arise as a result of the actions of the Vendor under this agreement. The Vendor shall indemnify the Firm against any action by a third party against the goods supplied by the Vendor.

10. INTELLECTUAL PROPERTY RIGHTS

Unless the Firm has otherwise agreed to in writing, nothing herein gives the Vendor a right to use any of the Firm's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features, save according to the provisions of this Agreement. Further, the Vendor agrees to use any trademark, service mark, trade name or logo of the Firm authorized by the Firm in a manner that does not cause, is likely to cause or intends to cause confusion about the owner of such marks, names or logos. All logos, trademarks, brand names, service marks, domain names and other distinctive brand features of the Firm and the designs available on the Website are the property of the Firm. Intellectual Property for any individual product, if applicable, will rest with the Vendor.



11. CONFIDENTIALITY

- a. The Parties may share some information that is confidential and proprietary in nature with the other Party for the purpose of enabling the parties to interact and work productively (the "Purpose"). Any such information shall be used only for the purpose and shall not disclose, publish or otherwise cause to be disclosed to any third party.
- b. During the term of this Agreement and after the conclusion thereof, the Vendor agrees to keep in strictest confidence and not disclose to any third party the confidential information shared, including but not limited to, the terms agreed by the Parties herein and the terms and conditions set out in this Agreement, unless such disclosure is required by law.
- c. The Vendor agrees to treat any data including but not limited to personal data, whether written, oral or visual, disclosed to it or which comes into its possession or knowledge in connection with this Agreement through any medium as confidential and shall not disclose the same to any others, except as may be required by law or as may be required to be disclosed on a "need-to-know" basis for implementing this Agreement.

12. NON- SOLICITATION

The Parties hereto agree that they shall not, for the period of 1 year under this agreement, solicit or in any other manner, induce an employee of the other party to leave his/her employment and pursue an employment with them.

13. TERM AND TERMINATION

- a. This Agreement is valid from the Effective Date mentioned herein and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from the Firm and the Vendor this Agreement shall end 2 years from the Effective date.
- b. **Termination due to breach:** In case of breach of any of the terms of this Agreement by either party hereto; the other party shall be entitled to terminate the Agreement immediately by giving a written notice to the party committing the breach/breaches.
- c. **Termination in case of violation of law:** In addition to any other termination rights granted by this Agreement, the Firm may terminate this Agreement immediately without liability upon written notice if the Firm has reasonable grounds to believe that work being done by the Vendor has any effect of disrepute on the Firm.
- d. **Termination by notice:** This Agreement may be terminated by either party upon giving at least fifteen (15) days prior notice in writing to the other party.



14. EFFECTS OF TERMINATION

The Vendor is required to provide all the services in their entirety requested to it by the Firm during the notice period and adhere to all the terms of the Agreement till then. Any termination shall not affect any liabilities incurred by the Vendor prior to the termination of the Agreement or for acts performed during the execution period of the Agreement which may result in a dispute post termination of the Agreement nor any provision expressed to survive or to be effective on termination and the obligations set out in this clause shall remain in full force and effect notwithstanding termination.

15. FORCE MAJEURE

Neither the Firm nor the Vendor shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to cause beyond its control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

16. MISCELLANEOUS PROVISIONS

a. **Entire Agreement:** The representations and warranties given or made by the Vendor to the Firm prior hereto and this Agreement and the terms amended in writing from time to time hereafter shall constitute the entire agreement between the Firm and the Vendor pertaining to the subject matter hereof and supersedes in their entirety all other written or oral agreements, representation and warranties given by the Firm unless incorporated into the Agreement.

b. **Relationship between Parties:** It is clarified that this Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between the Firm and the Vendor and / or their Staff and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the Firm and the Vendor

c. **Severability:** If any provision of this Agreement is determined to be unenforceable in whole or in part for any reason, then such provision or part shall to that extent be deemed deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be in any way affected thereby and any act of omission /commission of the Parties hereto done prior to the provisions being held unenforceable shall be deemed to be valid and/or binding on the other.

d. **Modifications and Amendments:** Any Modification to the terms of this Agreement may only be carried out after mutual consent to the Modification by the Parties by way of an addendum to this Agreement, duly signed and executed.



e. **Assignment:** This Agreement will bind the successors and permitted assigns of the Parties hereto and the Vendor will obtain prior written consent from the Firm before assignment of this Agreement. The Firm shall be immediately intimated of any sale, assignment, lease or transfer or change on ownership in any way of the Vendor.

f. **Waiver of rights and remedies:** All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If one Party fails to perform its obligations under this Agreement and the other Party does not enforce such provision, failure to enforce on that occasion shall not be taken as a waiver of enforceability rights available to such party.

g. **Survival Of Provisions:** Notwithstanding any other provision to the contrary herein, terms which by their nature or otherwise necessary to survive termination or expiration of this Agreement shall survive so as to put an end to the pending operations/transactions already entered into in a smooth manner, when the Parties following any expiration or termination of this Agreement. All liabilities due by the Vendor shall survive the expiry or termination of the Agreement.

h. **Dispute Resolution:** The Vendor is bound by the terms and conditions of this Agreement. In any case the Vendor violates any of the provisions of this Agreement; he shall be subject to various legal actions. The Parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally. In the event that mediation fails, any controversy or claim arising out of or relating to this Agreement or breach of any duties hereunder shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act of India, 1996. All hearings shall be held at Jalgoan, Maharashtra, India and shall be conducted in English. The parties shall each appoint an arbitrator who shall then appoint a sole arbitrator to preside over the Arbitration proceedings. The Parties shall share the costs of arbitration equally; however, this does not affect the right of the Arbitrator to award costs to any one Party.

i. **Governing Law Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India only. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of Jalgoan, Maharashtra, India for the adjudication of any dispute hereunder or in connection herewith.

j. **Notice:** Any notice, direction or instruction given under this Agreement shall be in writing and delivered by hand, registered post, cable, facsimile or telex to the following addresses. No e-mail communication will be accepted as a legal notice/claim/ notice of termination served on the Firm.



For the Firm:

For the Vendor:

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AND EXECUTED IT ON THE EFFECTIVE DATE WRITTEN ABOVE

**SIGN AND SEAL
FOR AND ON BEHALF OF:**

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