SUPPLIER AGREEMENT

krishMR Infra & Water India Private Limited ("Inditechkart​"), is a company registered under the Companies Act, 2013 having its registered office at 66D, Pocket- J and K, Dilshad Garden, Delhi-110095, India.. InditechKart owns and operates www.inditechkart.com and phone/tablet and other device friendly application thereof which provides an online marketplace (collectively, "​Application​") where registered suppliers ("​Supplier​") can offer to sell their respective products to users of the Application ("Reseller/Entrepreneur"). The transaction process of the Entrepreneur placing an order of the products listed by Supplier, shall be referred to as "​Order​". Given the said Order(s) are made on the Application, InditechKart’ s role as a marketplace is limited to managing the Application, associated marketing, payment collections, order management, enquiry management and other incidental services to enable the Order(s) between Supplier and the Entrepreneur, described in detail in​SCHEDULE I​ (collectively, "​Services​").

The following terms and conditions inter alia along with the terms and conditions and privacy policy available on the Application constitute definitive agreement between Supplier and InditechKart for access and use of the Application for availing the Services ("​Agreement​"). By clicking the 'Accept' or similar option and registering or using Services, Supplier agrees to be bound by the terms and conditions of this Agreement including permitting the sale of the products listed by Supplier. Supplier’s continued use of the Application and the Services signifies Supplier’s acceptance of the changes to this Agreement made at the Company’s discretion, as reasonably intimated to Supplier on the Supplier panel. This Agreement shall prevail over any prior or contrary understanding between the Supplier and InditechKart.

1. DEFINITIONS AND INTERPRETATION

1.1. Unless the context otherwise requires, the following words and expressions shall have the meanings as set out herein below:

1. "​Affiliate​" of a Person means (i) in the case of any Person that is a natural person, any other Person (other than a natural person) that, either directly or indirectly, is Controlled (defined below) by the Person, or any Person who is a Relative (defined below) of the Person; and (ii) in the case of any Person other than a natural person, any other Person that, either directly or indirectly through one (1) or more intermediate Persons, Controls, is Controlled by, or is under the common Control with the Subject Person;
2. "​Applicable Law​" means all applicable provisions of all (i) constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or byelaws including but not limited to the Legal Metrology Act, 2009 and the rules thereof and the Consumer Protection Act, 2019 and the rules thereof ; (ii) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority (defined below), which have binding effect; or (ii) consent of or from any Governmental Authority, whether in effect as of the date of this Agreement or at any time thereafter;
3. "​Application​" shall have the meaning assigned to such term in ​Recital A​;
4. "​Business Day​" shall refer to any day when the scheduled commercial banks in Delhi are open for business, and shall exclude Sundays and notified public holidays;
5. "​Commission​" shall have the meaning assigned to such term in ​Clause4.1;​
6. "​Confidential Information​" shall have the meaning assigned to such term in ​Clause 9.3​;
7. "​Control​" shall have the meaning set out in Section 2(27) of the Companies Act, 2013, and the terms "​Controlling​," "​Controlled by​" and "​under common Control with​" shall have corresponding meaning;
8. "​Data​" shall have the meaning assigned to such term in​Clause5.1​;
9. "​Fee/Commission​" shall have the meaning assigned to such term in ​Clause 4​;
10. Force Majeure Event​" shall have the meaning assigned to such term in ​Clause 12.1​;
11. "​Governmental Authority​" means any nation, government, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of India or any other jurisdiction, as applicable, or any political subdivision thereof or any other applicable jurisdiction or any court, tribunal or arbitrator;
12. "​Intellectual Property​" shall have the meaning assigned to such term in ​Clause 9.2​;
13. "​Order​" shall mean a final purchase order placed by a Reseller/Entrepreneur with Supplier through the Application for the purchase of the Product;
14. "​Person​" means any natural person, firm, company, joint venture, partnership, association or other entity (whether or not having separate legal personality);
15. "​Product​" shall mean such products as are proposed to be sold to Resellers/Entrepreneurs by Supplier through the Application pursuant to this Agreement;
16. "​Relative​" shall have set out in Section 2(77) of the Companies Act,2013;
17. "​Representative​"shall have the meaning assigned to such term in ​Clause 3.12​;
18. “Reseller/Entrepreneur” is an affiliate seller, who sells products from Application to its customers in exchange for a margin, which they earns from their customer. Reseller/Entrepreneur uses the Application for placing an Order from Supplier listed on the Application for Products;
19. "​Sale Value​" is the Supplier to Reseller/Entrepreneur price for the goods and services sold on the Application.
20. "​Supplier Panel​" means different panels which are provided by the Company to Supplier on the Application or through a InditechKart authorised web link with functionalities described in more detail in ​SCHEDULE I​;
21. "​ServiceFee​"shall have the meaning assigned to such term in ​Clause4.2​;
22. "​Term​" shall have the meaning assigned to such term in​Clause 10.1​;
23. "​Supplier Fee​" shall have the meaning assigned to such term in ​Clause 3.9​; and
24. “Supplier Guidelines​" means the policies of the Company in force pertaining to, ​inter alia​, packaging, marketing, logistics and finances attached hereto as ​SCHEDULE II​, and as amended from time to time on the Supplier Panel.

1.2. In this Agreement, unless the context otherwise requires:

1. A reference to an agreement shall include all amendments, modifications and supplements thereto.
2. The headings and subheadings are inserted in this Agreement for convenience and identification only and are to be ignored for the purposes of construction except to the extent that the context otherwise requires.
3. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
4. A reference to a day means a calendar day.
5. A reference in the singular shall include references in the plural and viceversa.
6. Any pronoun or pronouns shall be deemed to cover all genders.
7. The words ‘hereof’, ‘herein’ and ‘hereunder’ and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
8. Terms defined in the Schedules hereto shall have the meanings assigned thereto in the applicable Schedules hereto when used elsewhere in this Agreement.
9. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
10. The words ‘written’ and ‘in writing’ include facsimile transmission and any other legally recognised means of reproducing words in a tangible and permanently visible form with confirmation of the transmission.

2. REGISTRATION AND ENROLLMENT

2.1. In order to avail the Services, Supplier must complete the registration process available on the Application. Such registration and use of Services are limited to parties who can enter into a legally binding agreement and are competent to contract as per the Indian Contracts Act, 1972. Supplier represents that, it is not a minor i.e. under 18 years of age. If Supplier represents a business entity, Supplier warrants that it is legally authorised to make representation on behalf of such entity and bind it to this Agreement.

2.2. To proceed with the registration process, Supplier shall be required to furnish various details including its (or its business') legal name, address, phone number, e-mail address, bank account details, applicable tax registration details as well as any other information as InditechKart may request. In case Supplier provides InditechKart any personal data, it will be handled as per InditechKart’ s Privacy Policy.

2.3. Any password provided to Supplier by InditechKart may be used only during the Term to access its Supplier Panel account (or other tools) to use the Service, electronically accept transactions, and review its completed transactions. Supplier is solely responsible for maintaining the security of its password. Supplier shall not disclose its password to any third party (other than third parties authorized by Supplier to use its account in accordance with this Agreement) and are solely responsible for any use of or action taken under its password. If Supplier password is compromised, it must immediately change its password.

2.4. Supplier agrees that, InditechKart, at its sole discretion, retains the right to terminate or suspend its account or indefinitely block Supplier from accessing the Application, in case Supplier provides InditechKart or there is a reasonable ground to suspect that Supplier has provided InditechKart with any untrue or inaccurate or incomplete or out-dated information or has in any manner either committed or being a part of any fraud or other unlawful activity.

3. PRODUCT LISTING, SALES AND MANAGEMENT

3.1. InditechKart shall permit Supplier to list the Products on the Application through the Supplier Panel, on such terms contained in this Agreement or as provided in the Supplier Panel from time to time, provided however, InditechKart reserves the right to select or delist any Product or delist Supplier subject to its sole discretion.

3.2. Supplier shall at all times comply with the provisions of this Agreement, the notifications on the Supplier Panel and the Supplier Guidelines attached hereto as ​SCHEDULE II​, as amended from time to time on the Supplier Panel.

3.3. Supplier is bound to accept a Reseller/ Entrepreneur as a contractual party, and to handle the Order in compliance with the information contained on the Supplier Panel at the time the Order was made, including any supplementary information made known by the Reseller/ Entrepreneur. Supplier shall be solely responsible for ensuring the quality, originality and sufficiency of the Products listed on Application and shall ensure that the Products are at all times in compliance with the standards prescribed for such Products under Applicable Law and the Supplier Guidelines.

3.4. Supplier shall provide InditechKart with details and images of Product that it offers for sale on the Application in accordance with the Supplier Guidelines. Supplier shall be responsible to ensure the accuracy of the Product description and shall update the details of the Products on the Application from time to time, in the manner and at such frequency as prescribed by InditechKart. Supplier shall be solely responsible for ensuring that the Products and the images do not infringe upon any third party’s rights, including without limitation, such party’s intellectual property rights.

3.5. Supplier shall offer to list the Products on the Application at their wholesale price (inclusive of taxes) on the Application. Notwithstanding anything contained in this Clause, Supplier authorizes InditechKart in the capacity of a marketplace to discover & intimate the prevailing best market price for Products. However, fixation of sale price shall be at its sole discretion and the same shall be communicated to InditechKart. For the sake of clarity, InditechKart shall act only as a 'Marketplace' under Applicable Law and shall have no role in fixation of the sale price of the Products on the Application.

3.6. In case of withdrawal of Product(s) by Supplier, the same may be effected within 12 (twelve) to 24 (twenty four) hours from receiving of such request by InditechKart.

3.7. InditechKart shall, at its own discretion, provide the Services including the necessary backend infrastructure to Supplier such as product uploading facilities, call centre, order management system, etc., for capturing the Orders placed to Supplier over the Application. The Orders placed by the Reseller/​Entrepreneur on the Application may be viewed and accessed by Supplier directly on the Supplier Panel. On receipt of an Order, Supplier shall package the Product and dispatch the Products strictly in accordance with the Supplier Guidelines and Applicable Law. In the event of a delay, the Company will be immediately informed of such delay by the Supplier, along with the expected time of dispatch, so that the Reseller/​Entrepreneur may be appropriately updated regarding the delivery time through the Application. In case Supplier fails to make the Product ready for dispatch to the Reseller/​Entrepreneur within the period as stipulated above or mark the Order as cancelled due to whatsoever reasons, InditechKart shall be entitled to penalize Supplier as per the Supplier Guidelines.

3.8. Supplier also undertake that Supplier shall not independently (other than on the Application) promote products, services, offers, packages, etc. to the Reseller/ ​Entrepreneur or the Reseller’s/ ​Entrepreneur’s customers directly, indirectly and /or through email, SMS or any other electronic or physical mode.

3.9. The payment for the Orders shall be collected by InditechKart on Supplier's behalf ( "​Supplier Fee​") acting as the marketplace with the sole intent of facilitating Orders. InditechKart shall subject to deductions under Clause6, transfer the balance Supplier Fee to the bank account designated by Supplier, as provided to InditechKart.

3.10. Supplier also permits InditechKart, at InditechKart’s discretion to add convenience fees chargeable to Resellers/​ ​Entrepreneurs as considered appropriate by InditechKart.

3.11. InditechKart shall have the sole right to modify the composition or nature of the Services or the Application, including the manner in which the Services are provided, without Supplier's prior written consent. Any changes to the Services or the Application shall be reasonably endeavoured to communicated to the Supplier.

3.12. Supplier shall designate 1 (one) individual who shall be the primary point of contact for any matter that may arise under this Agreement ( "​Representative​"). Supplier shall have the right to change the Representative upon provision of one (1) month’s prior written notice to InditechKart.

4. COMMISSION AND SERVICE FEE

4.1 In consideration for permitting Supplier to sell Products on Application and access to Supplier Panel, InditechKart shall charge a fee on every eligible Order placed on the Application, at such rates prescribed in the Supplier Panel from time to time (the "​Fee"/"Commission​"). The Fee (which is a percentage of the sales amount) may be revised from time to time and such revision shall be communicated through notices in the Supplier Panel.

4.2 InditechKart shall also charge Supplier for the Services provided, including any marketing expenditure and logistics charges incurred by InditechKart on behalf of Supplier (the "​Service Fee​"), at such rates prescribed in the Supplier Panel.

4.3. InditechKart shall submit invoice to Supplier on a day basis for the Service Fee payable by Supplier on or Inditechkart shall deduct service fee during payment to supplier. All payments shall be made by Supplier in Indian National Rupees (INR) unless otherwise mutually agreed by the Parties in writing. The invoicing and payment of the Supplier Fee shall be as per the prescribed Supplier Guidelines in this regard.

4.4. At InditechKart's option, all payments to Supplier will be made to Supplier bank account provided by Supplier during registration, via cheque or electronic transfers or other means as specified by InditechKart. Supplier agrees that InditechKart shall not be liable for any failure to make payments to Supplier on account of incomplete or inaccurate information provided by Supplier with respect to its bank account.

4.5. InditechKart shall set off any losses, Service Fee or Commission payable by Supplier against the amount/(s) payable to Supplier. InditechKart’s right under this ​Clause 4.5 shall be in addition to, and not in derogation of, all other rights available to InditechKart under this Agreement or Applicable Law.

4.6. If based on information available to InditechKart, InditechKart reasonably concludes that Supplier actions and/or performance in connection with the Agreement may result in a significant number of customer disputes, chargebacks or other claims in connection with the Application, then we may, in our sole discretion and subject to Applicable Law, delay initiating any payments to be made or that are otherwise due to Supplier under this Agreement for the earlier of: (a) a period of 90 (ninety) calendar days following the initial date of suspension; or (b) completion of any investigation(s) regarding Supplier actions and/or performance in connection with the Agreement. Supplier agrees that InditechKart is entitled to the interest, if any, paid on balances maintained as deposits in its bank accounts.

4.7. Supplier shall be responsible for any applicable value added tax, goods and service tax (GST), service tax, sales tax, real or personal property tax, income or any other taxes, cess, levy whatsoever including taxes relating to the Products, attributable to or incurred by Supplier.

4.8. InditechKart shall withhold taxes/payments, if required under Applicable Law to be withheld on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof. InditechKart shall remit the taxes withheld to the appropriate Governmental Authority and agree to provide Supplier, in a timely manner, with properly executed documentation or other information or receipts or certificates evidencing InditechKart’s payment of any such tax.

4.9. Supplier may deposit & submit Form 16A to InditechKart towards deduction of tax at source against invoices issued by InditechKart towards Service Fee charged to Supplier. InditechKart shall reimburse equivalent TDS amount, on receipt of valid Form 16A.

4.10. In case of any discrepancy in the reporting / returns filed by Supplier, Supplier agrees that it will resolve such discrepancy immediately and indemnify InditechKart against any tax, interest and penalty payable in this regard.

4.11. Supplier agrees that InditechKart is an independent contractor for all purposes and does not have control of or liability for the Products that are listed on the Application and paid for by using the payment facility. InditechKart does not guarantee the identity of any other user nor does it ensure that a buyer or a Reseller/​ E​ntrepreneur will complete a transaction.

5. DATA

5.1. InditechKart and its Affiliates are and shall remain the sole owner of any Reseller/ Entrepreneur data, case files or any other associated Reseller/ Entrepreneur information (collectively "​Data​") at all times during the Term. Supplier shall ensure that Data shall not be: (i) used by Supplier other than in connection with the sale of the Products; (ii) sold, assigned, leased, or otherwise, in any manner or form whatsoever disclosed to third Persons by the Supplier; or (iii) commercially exploited by or on behalf of the Supplier, its employees, subcontractors, agents or affiliates.

5.2. As part of the Services, Supplier shall promptly correct any errors or inaccuracies in Data caused by Supplier. Upon the InditechKart’s request, Supplier shall also promptly correct any other errors or inaccuracies in the Data.

5.3. All Data received or produced during the performance of the Services hereunder, and in Supplier possession, shall be contained in a database and shall, upon InditechKart’s written request, be delivered to InditechKart or its Affiliates within the time period and in the format stated in the request by InditechKart. In the event any or all of the Data is destroyed or damaged in any way, Supplier shall, at Supplier’s cost, promptly restore the Data or facilitate its collection. Supplier shall protect the Data at all times and shall use the same degree of care to prevent the loss of or alteration of Data in the Supplier’s possession that a prudent person would use to protect that person’s information and one which is at any cost not lesser than the standard of care that Supplier use to protect its own information and other information that may be in its possession.

5.4. Supplier shall not use the Application or the Services, in whole or in part, for any purpose that is unlawful or prohibited by this Agreement or any Applicable Law. Without limiting the generality of the foregoing, Supplier agrees that Supplier will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page, use on any other website or product, transfer, or sell any information, content, artwork, graphics, software, lists of users, databases or other lists or products provided through or obtained from the Application/Services other than for use as expressly permitted by this Agreement. This means, among other activities, that Supplier agrees not to engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of Resellers/Entrepreneur or other information. Supplier agrees that it will not use the Application/Services in any manner that could damage, disable, overburden, or impair the Application/Services or interfere with any other person's use and enjoyment of the Application/Services. Supplier shall not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Application/Services. Except with the prior written permission of InditechKart, Supplier agrees that it will not access or attempt to access password protected, secure or non-public areas of the Application/Services. Without limiting any of InditechKart’s rights or remedies under this Agreement or available to InditechKart at law or in equity, if Supplier violates any of the terms and conditions herein or those displayed on the Application/Supplier Panel, its Supplier Panel account and/or other access to Application may be terminated and Supplier may be subject to prosecution.

6. ANTI-CORRUPTION AND ANTI-BRIBERY

6.1. Supplier agrees that its performance under this Agreement will be in full compliance with all applicable anti-corruption laws and regulations, included but not limited to the U.S Foreign Corrupt Practices Act and the UK Bribery Act. Accordingly, Supplier agrees that in connection with its activities under this Agreement, neither nor any agent, affiliate, employee or other person acting on its behalf will offer, promise, give or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of a government official.

6.2. Annual Certification- Supplier agrees to certify annually its compliance with all applicable anti-corruption laws and regulations by executing a form supplied by InditechKart for this purpose if so requested by InditechKart.

6.3. Audit Rights- Supplier shall keep books, records, and accounts with enough detail and precision as to clearly reflect its transactions and the use or disposition of its resources or assets. Supplier agrees that InditechKart has the rights to audit the transactions related to its execution of its obligations under this agreement at any time and upon reasonable notice.

6.4. Right to Terminate- In any event InditechKart determines, in its sole discretion, that Supplier has engaged in any conduct that violates applicable anti-corruption laws and regulations, InditechKart shall immediately have the right to suspend the Services and thereafter terminate the Agreement.

6.5. Government affiliations- Supplier represents and warrants that neither it nor any of its directors, officers, partners, shareholders, employees, agents or representatives is a government official.

6.6. Cooperation with investigation- Supplier agrees to provide assistance and cooperation in any investigation related to potential violations of this clause or the applicable anti-corruption laws and regulations, including the US Foreign Corrupt Practices Act.

7. SUPPLIER’S REPRESENTATIONS AND WARRANTIES

7.1. Supplier represent and warrants to InditechKart as follows:

1. Supplier is duly organised, validly existing and in good standing under the Applicable Law of its incorporation or in the jurisdiction in which Supplier is a resident and/ or do business and that Supplier has full authority to enter into this Agreement and to perform all the obligations hereunder according to the terms hereof;
2. Supplier has the necessary expertise and resources to carry out its obligations hereunder and there is no restriction, bar, constraint or prohibition on its carrying out the same;
3. Supplier has obtained the necessary regulatory approvals/ licenses to register and host a virtual marketplace on the Application;
4. Supplier has full power and authority to enter into this Agreement and to take any action and execute any documents required by the terms here and that this Agreement, when entered into has been duly authorized, has been duly and validly executed and delivered, and is legal, valid, and binding obligation of Supplier, and that the Persons executing this Agreement on behalf of Supplier are duly empowered and authorised to execute this Agreement and to perform all its obligations in accordance with the terms herein;
5. allconsents,permissions,approvals,authorisations,orders,registrationsorqualificationsof, or with, any court or Governmental Authority having jurisdiction over Supplier, have been obtained and are valid and shall be kept current, valid and fully operational during the Term including but not limited to the Contract Labour (Regulation and Abolition) Act, 1970, the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948, the Equal Remuneration Act, 1976, the Industrial Disputes Act, 1947, the Workmen’s Compensation Act, 1923, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965, the Payment of Gratuity Act, 1972 and the Payment of Wages Act, 1936, as applicable; and
6. neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the fulfilment of or compliance with the terms and conditions of this Agreement, conflict with or infringe upon any third party rights or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which Supplier is a party, or by which Supplier or any of its property is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of its constitutional documents.
7. Supplier is solely responsible for discharge of all tax liabilities and related compliances sales of all products and services sold on the Application.
8. All KYC information including GST registration provided at the time of onboarding is correct.

8. SUPPLIER’S COVENANTS AND UNDERTAKINGS

8.1. Supplier covenants and undertakes to InditechKart that it shall:

1. act in accordance with the Agreement and exercise reason able skill, care and diligence in the performance of its obligations hereunder;
2. ensure compliance with all Applicable Law;
3. not infringe upon any third party rights while performing its duties and responsibilities under this Agreement;
4. obtain and maintain all licenses, permits and approvals required by the Governmental Authorities for performance of its duties and responsibilities under this Agreement, and furnish proof thereof to the Company, and inform the Company immediately of the expiration, termination, non-renewal, denial or revocation of any such license, permit or approval including (but not limited to) labour laws, health and safety laws, and all other local legislations that may be applicable to the Supplier;
5. ensure compliance with the privacy policy, sexual harassment policy, Supplier Guidelines and other internal policies, terms and conditions as may be prescribed by the Company from time to time;
6. exercise its discretion in accordance with industry best practices and for the benefit of the Company and its Affiliates;
7. observe and conform to all standards of business and shall not act, and shall refrain from acting, in any manner that could harm or tarnish the name, reputation, standing or goodwill of the Company and its Affiliates;
8. not incur any debt, loan or indebtedness in the name of the Company, nor use or imply any authority to use the credit of the Company;
9. undertake all repair, replacement, upgrade or procurement of its own equipment/ infrastructural facilities whether owned, leased, licensed or any form having control over by them which are necessary to facilitate the performance of this Agreement, at its own costs;
10. for the duration of the Term, not sell any Product to a third Person, or list such Product on the platform of any third Person, at a price lower than the market price of such Product determined by the Company in the manner provided in Clause 3.5; and breach of this clause shall be considered material breach of this Agreement and upon occurrence of such event, the Company shall be entitled to terminate this Agreement in accordance with Clause 10.2.(b) of this Agreement.
11. Provide all details to the Company as required and mandated by Applicable Law.
12. bring to the notice of the Company any expiry, modification, or suspension of any such approvals/ licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto and which may interfere or have an adverse impact on the performance of its obligations under this Agreement including GST details. Failure to intimate the Company and the liabilities arising thereof shall be the sole responsibility of the Supplier.

8.2. Supplier hereby declares and confirm that it has the requisite permission to deal in Products represented through the respective brands. Supplier has procured the authentic, original and genuine products from legitimate channels and has the right to enter into this Agreement with InditechKart, allowing InditechKart and/or its agents and marketing partners, to arrange the display with an objective to sell and distribute the products to Resellers/Entrepreneur without infringing any third party rights. Supplier hereby declares and confirms that in the fulfilment of its obligations under this Agreement, Supplier will not infringe any intellectual property rights of InditechKart or any other third Person.

8.3. Supplier shall not host, display, upload, modify, publish, transmit, update or share any information or image or Product which:

1. belongs to another Person and over which Supplier has no right;
2. is grossly harmful, harassing, blasphemous, defamatory, bigotry, obscene, pornographic, pedophilic, libelous, invasive of another’s privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully threatening or harassing, including but not limited to ‘indecent representation of women’ within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
3. is false, inaccurate or misleading in any way;
4. is patently offensive to the online community, such as sexually explicit content or content that promotes obscenity, pedophilia, racism, bigotry, hatred, or physical harm of any kind against any group or individual;
5. harasses or advocates harassment of another person;
6. promotes illegal activity or conduct that is abusive, threatening, obscene, defamatory, or libelous;
7. infringes upon or violates any third party's rights [including but not limited to intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address, or phone number) or rights of publicity];
8. contains restricted or password-only access pages, hidden pages or images or URLs leading to any other pages (those not linked to or from another accessible page);
9. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
10. engages in commercial activities and/or sales such as contests, sweepstakes, barter, advertising, pyramid schemes, or the buying or selling of ‘virtual’ items related to the Application without InditechKart's prior written consent.
11. interferes with another’s use and enjoyment of the Application;
12. refers to any website/URL which, at InditechKart's sole discretion, contains material that is inappropriate for the Application or any other website and content that is prohibited or violates the letter and spirit of Agreement;
13. harms minors in any way;
14. infringes any patent, trademark, copyright, proprietary rights, third-party’s trade secrets, rights of publicity, or privacy, is fraudulent, or involves the sale of counterfeit or stolen items;
15. violates any law for the time being in force;
16. deceives or misleads the addressee/ users about the origin of messages or communicates any information which is grossly offensive or menacing in nature;
17. impersonates another Person;
18. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any offence or prevents investigation of any offence or is insulting any other nation; offends the religious and national sentiments of the nation;
19. creates liability for InditechKart or causes InditechKart to lose (in whole or part) the services of InditechKart's internet service provider or other suppliers.

Failure to adhere to the above, as discovered by InditechKart or as intimated to it by a third party shall result in immediate termination of this Agreement.

9. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

9.1. During the Term, Supplier hereby grants to InditechKart and its Affiliates a limited, non-exclusive and non-transferable license for the use of and to display its name, trademarks, brand name, company name, business associates etc., and all intellectual property pertaining to the Products, including any Product details, logos, images, trademarks and brand names in order to perform its obligations under this Agreement.

9.2. The Parties agree that this Agreement will not be deemed by implication or otherwise to grant to Supplier any right in any trade secrets, trademarks, trade names, know-how, certifications or other intellectual property licensed to Supplier by InditechKart or its Affiliates (the "​Intellectual Property​") and all use thereof by Supplier shall inure to the benefit of InditechKart and its Affiliates, and Supplier shall not, now or in the future, apply for or contest the validity of any Intellectual Property or apply for or use any term or mark confusingly similar to any Intellectual Property. Supplier acknowledges that InditechKart and its Affiliates are the owner of the Intellectual Property and also undertakes not to challenge, directly or indirectly, the rights of the Company or its Affiliates associated with the Intellectual Property or otherwise jeopardise the Company or its Affiliate’s rights over the Intellectual Property.

9.3. Supplier agrees and undertakes that the (i) Intellectual Property; (ii) Data; (iii) identity of the Reseller(s) /​Entrepreneurs; (iv) information pertaining to the Products sold to the Reseller/ Entrepreneur; (v) buying history of a Reseller/​Entrepreneur; (vi) software, documentation, hardware equipment devices, tools and (vii) any information concerning the organisation, finance, transactions or affairs of InditechKart or its Affiliates (whether conveyed in written, oral or in any other form) (collectively the "​Confidential Information​") shall be the exclusive property of InditechKart and its Affiliates and shall not be disclosed by Supplier to any third Person or used for any purpose other than to perform the obligations under this Agreement, except as required under Applicable Law or with the prior written consent of InditechKart or its Affiliates. All Confidential Information shall only be used in a manner consistent with the intention and the spirit of the Agreement. In the event the ownership of any Confidential Information does not automatically vest in InditechKart or its Affiliates by virtue of this Agreement, or otherwise, and vests in Supplier instead, Supplier hereby transfers and assigns to InditechKart or its Affiliates, upon the creation thereof, all rights, title and interest Supplier may have in and to such Confidential Information (and waives any and all moral rights, as applicable), including the right to sue and recover for past, present and future violations thereof.

9.4. Supplier agrees that it shall take all reasonable steps, at least substantially equivalent to the steps Supplier takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (i) by or to Supplier employees, agents and subcontractors who must have access to such Confidential Information to perform the Supplier’s obligations hereunder, who each shall treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality that are at least as stringent as those contained herein; or (ii) as required by any Applicable Law, provided that, if legally permitted, the receiving party shall give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment.

9.5. Supplier acknowledge that the Confidential Information constitutes unique, valuable and special trade secret and business information of the Company and its Affiliates, and that any disclosure thereof (otherwise than as provided for herein) may cause irreparable injury to InditechKart. Accordingly, the Parties acknowledge and agree that as the breach or threatened breach of Clause 9.3 by Supplier would result in irreparable damage to InditechKart or its Affiliates which cannot be adequately compensated by monetary relief alone, and that InditechKart or its Affiliates shall be entitled to seek injunctive relief from an appropriate court of law.

9.6. Upon Supplier discovering a breach of the confidentiality obligations by its personnel, Supplier shall immediately inform InditechKart and its Affiliates of the same and take all steps necessary to mitigate such breach of confidentiality.

9.7. The provisions of this ​Clause 9​ shall survive the termination of this Agreement.

10. TERM AND TERMINATION

10.1. This Agreement shall continue in full force until the Supplier uses the Application and avails the Services (the "​Term​") unless terminated under ​Clause 10.2 or ​Clause 10.3​. Notwithstanding anything to the contrary contained herein, Supplier shall not be entitled to terminate this Agreement for a period of one (1) year from the date hereof.

10.2. InditechKart shall be entitled to terminate this Agreement:

1. By issuing a prior written notice of three (3) Business Days to Supplier for terminating this Agreement without cause at any time during the Term.
2. Immediately, without any further action or notice requirement (save for intimation to Supplier of such termination), in the event that:
3. it comes to InditechKart's notice that Supplier are selling any Product at a price lower than the price displayed on the Application for such Product;
4. On breach by Supplier of this Agreement, Supplier Guidelines or other policies of InditechKart, as the case may be, (including any representation, warranty or covenant hereunder), which breach is not remedied by Supplier within three (3) Business Days of receiving notice of such breach from InditechKart;
5. Misconduct or negligence committed by Supplier or its personnel;or
6. On the occurrence of a Force Majeure Event in accordance with Clause 12; or
7. Supplier being ordered to be wound up or declared insolvent for any reasons by any court and/or an official liquidator/receiver being appointed with respect to its affairs save and except mergers, amalgamations, acquisitions or other schemes or arrangements in which Supplier may (directly or indirectly) be a part.

10.3. Supplier is entitled to terminate this Agreement on the commission of any breach by InditechKart of this Agreement which breach is not remedied by InditechKart within thirty (30) Business Days of receiving notice of such breach from Supplier.

10.4. The termination of this Agreement in any of the circumstances aforesaid shall not in any way affect or prejudice any right accrued to any Party against the others prior to such termination. InditechKart shall forthwith pay Supplier all undisputed amounts outstanding, in terms of this Agreement subject to InditechKart's Service Fee/Commission, as the case may be.

10.5. Supplier shall, upon request by InditechKart at any time, or upon the expiry or the earlier termination of this Agreement, (i) promptly return to InditechKart, in the format and on the media in use as of the date of the request, all or a portion of the Data, as requested; and (ii) erase or destroy all of the Data remaining in its possession after the return set out above.

10.6. Parties shall promptly, on a written request made by each party or upon the termination of this Agreement either return any Confidential Information supplied by it and all copies or extracts thereof, or erase or destroy such Confidential Information within a period of seven (7) days of such request. Parties shall certify in writing to each other that it has complied with its obligations under this clause.

11. INDEMNITY

11.1. Supplier shall be the principal to the contract with the Reseller(s)/ ​Entrepreneur(s) and/or final customers and shall without prejudice to any other right available to InditechKart under Applicable Law or under this Agreement, Supplier hereby defends, indemnifies and holds harmless InditechKart and its directors, officers, agents, and assigns from and against any and all losses, liabilities, damages, deficiencies, demands, claims (including third Person claims), actions, judgments or causes of action, assessments, interests, fines, penalties, diminution in value and other costs or expenses (including, without limitation, amounts paid in settlement, court costs and all attorneys’ fees and out of pocket expenses) directly or indirectly based upon, resulting from, or arising out of, or in relation to or otherwise in respect of:

1. any failure by Supplier or its personnel to perform or otherwise fulfil any covenant, undertaking or other agreement or obligation contained in this Agreement;
2. any breach of this Agreement by Supplier or its personnel;
3. any acts, omissions, errors, representations, misrepresentations, misconduct, negligence of Supplier and/or its personnel in performance of its obligations under this Agreement;
4. any liability arising out of non-compliance of any Supplier Guidelines or other internal policies of InditechKart;
5. any liability due to any non-compliance of any Applicable Law by Supplier during the Term;
6. any losses, costs and/or expenses arising from its employees from being held to be an employee or worker of InditechKart;
7. any inaccuracy in, or any breach of, any representation and warranty by Supplier;
8. negligence or fraud committed by Supplier;
9. any liability arising from any third Person claims resulting from any accident or damage caused by Supplier or its assignees during the course of this Agreement; or
10. any losses, costs and/or expenses caused to InditechKart by its employees or Persons so engaged by the Supplier;
11. any loss, misappropriations, misuse, infringement or damage to the Confidential Information which are in its possession or its personnel or any other persons engaged by Supplier or within the control its control;
12. contravention of any Applicable Law;
13. fines, penalties, or punitive damages resulting from supervisory actions against Supplier and caused by Supplier, as well as private settlements due to omissions and commissions by Supplier;
14. any liability arising from a claim from a Reseller/​Entrepreneur, resulting from a deficiency in any Product sold by Supplier;
15. any third Person infringement action initiated against InditechKart as a consequence of using intellectual property as provided by Supplier to InditechKart under this Agreement or its breach of such third party rights; and
16. any infringement of the Intellectual Property by Supplier or its personnel or Person’s under its control.

11.2. Any compensation or indemnity as referred to in ​Clause 11.1 above shall be such as to place InditechKart in the same position as it would have been in, had there not been any failure to perform or liability, or breach of any representation and warranty.

11.3. Supplier agree that notwithstanding anything herein contained, InditechKart shall not be involved in its day-to-day operations, and Supplier shall further indemnify InditechKart against any claims, losses, demands for compensation or any other damages which InditechKart may suffer, on account of any acts or omissions with respect to or arising from its operation.

11.4. The consequences (including but not limited to legal liability, claims, contest and expenses) of any loss or damage caused or delay suffered by a Reseller/ ​Entrepreneur or a third Person due to negligence or wilful misconduct of any Party will be borne by the defaulting Party. If such consequences are raised against the other Party, the defaulting Party commits to indemnify that Party against any and all such consequences.

11.5. The indemnification obligations hereunder shall survive termination or expiration of this Agreement.

12. FORCE MAJEURE

12.1. If the performance of Messho’s obligations hereunder is prevented, restricted or interfered with by reason of any epidemic, pandemic or fire, or other casualty or accident; strike or labour disputes; war or other violence; or any act or condition beyond the reasonable control of InditechKart (each a "​Force Majeure Event​"), then InditechKart shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that InditechKart shall endeavour to give prompt notice within a period of 10 (ten) Business Days from the date of occurrence of the Force Majeure Event and providing a description to Supplier of such Force Majeure Event in such notice, including a description, in reasonable specificity, of the cause of the Force Majeure Event and the likely duration of the impact or delay cause by the Force Majeure Event; and provided further that Supplier shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed.

12.2. If InditechKart’s performance of its obligations under this Agreement is suspended due to the occurrence of a Force Majeure Event for a period in excess of thirty (30) Business Days, InditechKart may terminate this Agreement without incurring any charges.

13. NOTICES

13.1. Supplier consent to receive notices through any mode including SMS, e-mail, phone calls etc .All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if sent electronically, by registered or certified mail, return receipt requested or postage prepaid and addressed to the intended recipient as set forth below:

In the case ​of​ notices to InditechKart:

*Address- 66E, Pocket- J and K, Dilshad Garden, Delhi-110095, India*

*Attn.: Supplier Support  
E-mail: suppliersupport​@inditechKart.com*

In the case of notices to the Supplier: ​To such address as provided for registration process.

13.2. Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than ten (10) days’ prior written notice.

14. RESTRICTIVE COVENANTS

4.1. Supplier shall not at any time during the Term, and for a period of three (3) years from the termination or expiry of this Agreement, either on the InditechKart’s account or in connection with or on behalf of any other Person, firm or company in competition with InditechKart:

1. canvass or solicit for director indirect employment or engagement or employ or engage any of InditechKart’s employees or proceed with any approach made by or on behalf of InditechKart’s employees;
2. solicit or encourage InditechKart’s employees to leave employment or engagement with InditechKart, nor recommend any of InditechKart’s employees to any Person that might result in InditechKart’s employees leaving his/her employment or engagement with it;
3. solicit, either directly or indirectly or attempt to entice away any Reseller/ ​Entrepreneur or prospective Reseller/​Entrepreneur of InditechKart, or provide work or services of any kind which is the same as or similar to the Application or Services provided or intended to be provided to the Reseller/ ​Entrepreneur or prospective Reseller/​Entrepreneur under this Agreement; or
4. solicit, either directly or indirectly, any Reseller/​Entrepreneur or prospective Reseller/ Entrepreneur to refrain from using InditechKart’s services, whether by using its services or any other Person.

15. LIMITATION OF LIABILITY

15.1. The total liability of InditechKart hereunder for any single event or a series of events constituting a breach of the Agreement or any default hereunder shall not exceed, under any circumstances, one hundred per cent (100%) of the Commission and Services Fees paid or payable to InditechKart over the immediately preceding three (3) month period.

15.2. InditechKart shall not be liable to Supplier for any indirect or consequential loss or damage, including, without limitation, any loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. This Agreement shall be governed by the laws of India and the courts of Bangalore, Karnataka shall have exclusive jurisdiction to try all disputes between the Parties pursuant to this Agreement. Further, each Party shall comply with all applicable state or local laws, regulations, or ordinances in effect or hereafter governing the terms of this Agreement.

16.2. In case of any dispute, the Parties shall initially try to find an amicable solution. If the Parties are unable to agree on an amicable solution within 15 (fifteen) days of receipt by one Party of written notice from the other Party, then such disputes arising out of or in connection with this Agreement shall be settled exclusively and finally through arbitration process by appointing the sole arbitrator as mutually agreed. If the sole arbitrator is not appointed mutually within 15 days, then a panel of three arbitrators will be appointed. Each Party shall appoint one arbitrator.

16.3. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and subsequent amendments ("​Rules​"), language of the arbitration shall be English, and the Arbitration shall take place in Bangalore. The arbitration award delivered by the tribunal shall be final and binding on both Parties. Each Party shall bear its own costs relating to such arbitration, and the Parties shall equally share the arbitrator’s fees. The award rendered may be entered and enforced in any court having jurisdiction at Bangalore. This arbitration clause shall be severable and may be enforced independently.

17. MISCELLANEOUS

17.1. All the information on the Application is published in good faith. InditechKart does not make any warranties about the completeness, reliability and accuracy of this information. Any action Supplier take relying upon the information Supplier find on the Application, is strictly at its own risk. InditechKart will not be liable for any losses and/or damages in connection with the use of our Application.

17.2. Independent Contractors

The Parties are independent contractors to each other and nothing contained herein shall be deemed to construe either Party to be the employee, agent, servant, partner, joint venture partner, subsidiary, Affiliate or group company of the other Party. Neither Party shall have authority to act on behalf of the other in any manner or to create any obligation or debt that would be binding upon the other. Neither Party shall be responsible for any obligations nor the expenses of the other except as expressly authorize to be incurred in the performance of this Agreement.

17.3. Suggestions and other Information

If Supplier or any of its Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to the Application or Services (including any related Technology), Supplier will, to the extent necessary and authorized by law, irrevocably grant to InditechKart, a royalty-free and worldwide license on all right, title, and interest in and to the suggestions for the duration of protection of the underlying rights.

17.4. Modification

InditechKart may change or modify the Agreement or the notices in the Supplier Panel at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Services (where this does not materially adversely affect its use of the Services); or (c) to restrict products or activities that InditechKart deems unsafe, inappropriate, or offensive; or (d) any other reason that InditechKart deems fit and appropriate. InditechKart will reasonably endeavour, at its sole discretion to notify Supplier about any change or modification in accordance with​clause 17​. Supplier's continued use of the Services after the effective date of any such change in accordance with this Clause will constitute its acceptance of that change. If any change is unacceptable to Supplier, Supplier agrees not to use the Services and to terminate the Agreement as described in ​Clause 10​.

17.5. Entire Agreement

This Agreement along with the Schedules hereto shall constitute the entire Agreement and understanding of the Parties with respect to its subject matter and shall supersede all prior representations, promises, communications, understandings or agreements, both written and oral, with respect to such subject matter. None of the Parties shall be liable or bound to any other Party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or therein.

17.6. Waiver

No failure or delay by any Party hereto in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or a waiver of any other rights, powers or remedies, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise of any such right, power, or remedy or the exercise of any other right, power or remedy; no waiver by either Party shall be effective unless it is given in writing by a duly authorised representative of such Party.

17.7. Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

17.8. Amendment

Any amendment to this Agreement shall be effective only if made in writing and signed by both Parties.

17.9. Independent and Cumulative Rights

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to such Parties, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or Applicable Law. Each of the representations and warranties shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to or inference from any other representation and warranties or any other term of this Agreement. The election of any one or more remedies by InditechKart hereto shall not constitute a waiver of InditechKart’s right to pursue any other available remedy or remedies.

SCHEDULE I

SERVICES

1. InditechKart shall provide Supplier with listing services for listing of the Products on the Application.

2. InditechKart shall provide Supplier with access to a Supplier Panel to enable Supplier to add new products, update their description, HSN code, GST rate, inventory, fulfil orders, check for payments, view sales reports, etc.

3. InditechKart shall provide marketing services to Supplier for its Products.

4. InditechKart shall provide payment collection services to Supplier.

5. InditechKart shall provide logistics services to Supplier for its Products.

SCHEDULE II

SUPPLIER GUIDELINES

1. PRICING GUIDELINES

1.1. Supplier agrees to quote their best and lowest wholesale price or transfer price (inclusive of all applicable taxes) of the Products to be displayed on the Application.

1.2. Supplier authorizes InditechKart in the capacity of marketing agent to discover & intimate the prevailing best market price for its products. Fixation of sale price shall be at the sole discretion of Supplier and it shall be communicated to InditechKart. InditechKart shall act as a 'Marketplace', under Applicable Law, and shall have no role in fixation of the sale price of the products on the Application.

1.3. Supplier shall have the right to withdraw a particular Product from the Application if there is a dispute as to the price of that particular Product. All such withdrawals will take effect within twelve (12) to twenty four (24) hours from notification to InditechKart.

1.4. Supplier understands, accepts, and agrees that the payment facility provided by InditechKart is neither a banking nor financial service, but merely a facilitator providing an electronic, automated online electronic payment facility for receiving payment, or cash on delivery (CoD) payment, collection and remittance for transactions on the Application using the existing authorized banking infrastructure and credit card payment gateway (PG) network. Further, by providing payment facility, InditechKart neither acts as a trustee nor fiduciary with respect to transaction or transaction price.

1.5. All online bank transfers from valid bank accounts are processed using the gateway provided by the respective issuing bank that supports payment facility to provide these services to the users. All such online bank transfers on payment facility are also governed by the terms and conditions of the respective issuing bank.

2. STOCKING GUIDELINES

2.1. InditechKart and Supplier shall determine an estimated quantity of pieces to be stocked as against each Product listed on the Application, based on the expected sales. Supplier shall ensure that such number of Products shall be reserved for sale on the Application at all times.

3. BRAND NAME AND MRP TAG VISIBILITY

3.1. Supplier agrees to package the Products in accordance with Applicable Law.

3.2. Supplier is not allowed to contact the customer or Reseller/ Entrepreneur directly. In case of any confusion, please get in touch with InditechKart’s support team.

3.3. Breach of any of the above requirements can result in a penalty as notified on the Supplier Panel and permanent deactivation.

4. LOGISTICS GUIDELINES

4.1. The title & ownership in the Product(s) shall be transferred to the Reseller/Entrepreneur at the place of removal of goods / Product(s). As a marketplace, InditechKart provides shipping / logistics service to Supplier and invoice Supplier for logistics services which Supplier will consider in the price of the Products listed on the Application. If however, due to delivery address not being serviceable by the logistics partner of InditechKart or due to any unavoidable situations, Supplier can ship / post the products directly to the delivery address as provided by InditechKart. Cost of such postage / shipment shall be reimbursed to Supplier on submission / production of valid / original proof of delivery. Any damage in transit on account of inadequate / unsuitable packaging shall be charged to Supplier account. However, in case of any damage to the Product in transit due to mishandling by logistic partner appointed by InditechKart, InditechKart shall facilitate recovery of Product value from the logistic partner. In case, Products are shipped by Supplier through any other shipping / courier agency, Supplier shall be responsible for all damages. All orders placed on the Application are covered under "TrustPay 100% Moneyback Guarantee" program; hereby Supplier agree to fulfil the commitments made under the above mentioned program specified at the Application. The said program protects the Buyer/ Reseller/ Entrepreneur against inadequate or non-performance by Supplier.

4.2. On receipt of any Order, Supplier shall ensure that the Orders are shipped within a period of two (2) Business Days from receiving the Order, unless anything to the contrary is agreed to between Supplier, InditechKart or the Reseller/ Entrepreneur in the respective Order in advance.

5. INVOICING OF RESELLER/ Entrepreneur AND SUPPLIER FEE

5.1. Alternatively, Supplier can request InditechKart to raise the tax invoice based on the HSN code / GST rate provided by it.

5.2. InditechKart shall collect the product value from the Reseller, on Supplier's behalf, and shall transfer such amount/(s), subject to the deduction of the Commission or/and Service Fee or/and shipping fees, penalty and taxes prescribed by the Government within Order delivery date as notified to it + 15 days.

5.3. Inditechkart will Deduct commission of 10% + Payment Gateway Charge + GST+ shipping fees, penalty and taxes as per applicable.

6. RETURN, REPAIR, REPLACEMENT AND CANCELLATION POLICIES

6.1. Supplier shall be responsible for determining a return and exchange policy for its Products and communicating the same to the Reseller/Entrepreneur. In the event of any dispute between Supplier and Reseller(s) / ​Entrepreneur(s), InditechKart reserves the right to determine if such Product falls under Supplier's return and exchange policy. InditechKart’s decision in this regard shall be final and binding.

6.2. Supplier shall issue suitably, duly stamped manufacturer’s warranty card (if applicable) to the Reseller/ ​Entrepreneur with the Product at the time of dispatch of the Products. If any Products are found defective by the Reseller/ ​Entrepreneur, Supplier shall ensure repair, replacement of such Product, or refund of the corresponding product value, as per the Supplier’s return policy.

6.3. In the event of any return/exchange of the Products, Supplier shall bear all costs and charges, including any logistics charges, incurred in this regard. The return logistics charges will be as per the weight slabs. All returns of the Products shall be returned to Supplier's shipping address only.

6.4. In case Supplier fails to make the Product ready for dispatch within the time stipulated or if the Order gets cancelled due to reasons stated under this clause, InditechKart will be entitled to penalize the Supplier.

7. THIRD PARTY RIGHTS

7.1. Supplier’s Products and images shall not infringe upon any third party’s rights, including without limitation, such party’s intellectual property rights.

8. QUALITY - COMPLIANCE AND PENALTY

8.1. In case of any wrong returns or exchange disputes, Supplier needs to intimate to InditechKart at [suppliersupport@inditechKart.com](mailto:suppliersupport@meesho.com) within 48 hours of receipt of the product along with wrong product images and order id, else it will not be considered.

8.2. In case of RTO, Supplier will not be charged by InditechKart, provided only if Supplier has dispatched the products within SLA. If Supplier has dispatched it beyond the of SLAs, then Supplier will have to bear the return charges for RTO as well which will be as per the weight slabs.

8.3. InditechKart reserves the right to temporarily or permanently deactivate the Supplier’s account, or reduce the visibility of Products based on the average rating of the catalog.

8.4. In case the Supplier’s account gets deactivated, Supplier will need to submit a plan of action explaining how Supplier will fix quality issues. The plan of action can be submitted at - <https://www.inditechkart.com​>. Thereafter, InditechKart may evaluate this plan of action and on the basis of its discretion decide to reactivate the account, but with reduced visibility on the Application as it deems fit.

9. ORDER FULFILMENT - COMPLIANCE AND PENALTY

9.1. Average Dispatch Time

1. All orders should be dispatched within 1-1.5 business days of receiving the same
2. An average dispatch time >= 1.5 days will result in reduced visibility on the app and reduced order volume

9.2. Dispatch​ ​SLA Adherence

1. Default dispatch SLA for all Suppliers is 2 business days, unless otherwise specified by Supplier while listing the product.
2. Any delay beyond the SLA provided by Supplier will count towards supplier Late Dispatch Rate (LDR), and will result in reduced visibility on the Application, thereby reducing Supplier sales.
3. To avoid pick-ups or delayed scanning issues, it’s advised supplier to manifest the orders at least 1 day before the SLA, and before 11 AM.
4. In case of pick-up or delayed scanning issues, supplier need to mail us at suppliersupport@inditechKart.com before 12 noon the next day with the list of Order IDs along with signed manifest(in case of delayed scanning issue).
5. Any Order that hasn’t been shipped till 3 business days after the SLA will be auto-cancelled and will incur the penalty as 5% of the product value per day (from order date).
6. In order to avoid cancellation penalties, it is advised to Supplier to provide the correct SLA at the time of listing the products.

9.3. Order Cancellation

9.3.1. Cancellation of orders incurs a penalty as intimated to the Supplier from time to time on the Supplier Panel. The penalties are applicable on fresh as well as exchange Orders, whenever the Order is cancelled.

9.3.2. The purpose of the penalty is to protect InditechKart and its Resellers/Entrepreneur, who lose business whenever an Order is cancelled because of delayed shipping.

9.3.3. Supplier will be able to check the penalties details in the payments section of their Supplier panel.

10. DEACTIVATION AND REACTIVATION PROCESS

10.1. Over and above these penalties, InditechKart can also deactivate the Supplier (temporarily or permanently) in case of continuous performance breach of any metrics applicable.

10.2. InditechKart can reactivate Supplier in case Supplier provides a concrete plan of action on performance improvement.

10.3. Once reactivated, supplier will be under review for 2 weeks and will be subject to low visibility for such time.

11. PENALTIES

11.1. Supplier shall be penalized for missed orders according to the company policies, which will be shared with Supplier from time to time on the Supplier Panel.

11.2. Any penalty payable by Supplier hereunder shall be paid within seven (7) days of notification of such penalty.

11.3. InditechKart shall have the right to withdraw a particular Product(s) from the Application in the event of -

11.3.1. any dispute as to the price of the Product(s);

11.3.2. any manufacturing defects;

11.3.3. any claims as to the rights over the Product(s);

11.3.4. incorrect Product details; or

11.3.5. any issues with the quality of the Product(s)

All such withdrawals will take effect within seven (7) hours from notification to the Supplier.