**Partner AGREEMENT**

This Partner Agreement (hereinafter referred to as the “Agreement”) is made at \_\_\_\_\_\_ on this \_\_\_\_ day of January, 2017.

**BETWEEN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a company duly incorporated under the provisions of Companies Act, 2013 having his with registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (acting through Mr. \_\_\_\_\_\_\_the duly authorized to enter in to present agreement by partners / board of directors ) (hereinafter referred to as “the Partner” which expression shall mean and include its successors in title, administrators and assigns) of the First Part

**AND**

**………….**, a Company duly incorporated under the Companies Act, 2013 having its Registered Office at IN (hereinafter referred to as “the Company” and/or “Voorent”) of Second Part.

The parties above referred are individually known as “the party”/ “the Partner” / “the Company” as the case may be and collectively referred to as “the parties”;

**WHEREAS** the Partner is engaged in the business of manufacturing and selling furniture, commercial and/or residential;

**AND WHEREAS** the Company is owner of a rental website/mobile app by the name of www.voorent.com wherein various furniture of different nature are marketed for the purpose of selling as well as renting, using electronic medium, more particularly through the e-commerce domain.

**AND WHEREAS** the parties hereto have after mutual discussions have come to an agreement that the Products of the Partner will be marketed by www.voorent.com on their ecommerce store;

**AND WHEREAS** parties have agreed to reduce their terms in writing in this agreement;

**NOW THIS AGREEMENT WITNESSES AS UNDER**

1. **PARTNERSHIP SERVICES:**

That both the Parties hereinafter agree to enter into a Partnership wherein the Partner agrees to manufacture the products, incurring only half the cost of the same and the Company agrees to become an aggregator of such products manufactured by the Partner for the purpose of providing the same for Rental and/or purchase on their website.

1. **DEFINITIONS**

The following terms are used throughout these Terms of Use and have specific meanings

1. The term “**Agreement**” refers, collectively, to all the terms, conditions, and notices contained or referenced in this document including all schedules, appendices, annexure’s, including the Terms of Use, Privacy Policy, Payment Policy of the Company and will include the references to this Agreement as amended, supplemented, varied or replaced from time to time.
2. The “**Website**” refers to Voorent’s website located at [www.Voorent.](http://www.waayo.in)com, all subpages and subdomains, and all content, services, and Products available at or through the Website.
3. The “**Mobile App**” refers to Voorent’s mobile application located at [www.Voorent.](http://www.waayo.in)com, all subpages and subdomains, and all content, services, and Products available at or through the mobile application.
4. “**Voorent**,” “**We**,” and “**Us**” refer to ………..., as well as our affiliates, directors, subsidiaries, officers, and employees.
5. “**The User**,” “**You**” and “**Your**” refer to the person, company, or organization that has visited or is using the Website/mobile app and/or the Service.
6. “**Clients**” refer to Users who are using the website and/or mobile application in order to purchase, rent, etc. the products as manufactured and rented/sold on the website/mobile application;
7. “**Product**” shall refer to all kinds of furniture and furnishing material that the Partner provides for rental and/or selling purposes to the Company;
8. **Commencement, Term, Renewal**
9. The date of execution of this Agreement shall be the commencement date and the agreement shall remain valid and binding for a period of 12 months (1 year) initially and can be renewed on mutually agreed terms at the time of renewal for such terms as the parties agree. All renewals of the agreement shall be express and in writing. No oral agreement shall be binding on either of the party.
10. **Marketing Tools/Support, Products, Availability of Products etc.**
11. The Partner will keep informed at all times the Company about the availability of the Products in its inventory along with detailed specifications like size, color, texture etc. as may be required of the Product. Order once placed to the Company by the Client shall have to be honored by the Partner at all costs.
12. **Cost of Manufacturing Product:**

That the cost of the Product shall be borne by both the Company as well as the Partner on a 50% (half-half) basis.

That the cost of manufacturing the product shall be shared with the Company as a proposal in case a new product is being introduced and the Company shall then agree to the same and pay 50% of the price being so incurred.

1. **Fee**

The Company as such shall not charge any fee for providing webspace/display on the Website for all such rental/sales that are made/generated using the website [www.Voorent.](http://www.waayo.in)com.

It is expressly agreed by the parties hereto that the Company shall receive the payment for the monthly rental of the furniture or the cost of purchase for the same, and the same shall be further remitted to the Partner at the time of forwarding the order received from the end Client.

That the Partner shall pay the Company a 15% commission on the revenue being generated by the Partner in the event that the Partner has generated revenue through the Company’s portal and that the same shall be paid to the Company without fail.

The parties will endeavor to perform reconciliation of accounts/orders every **30 days.**

1. **Services, Orders, Performance, etc.**
2. Orders for the service shall be received using the website [www.Voorent.](http://www.waayo.in)com and Voorent Android/iOS applications and shall be forwarded to the Partner by the Company via email/Telephone/Fax/Courier/web and mobile app Partner portals.
3. The Partner shall upon receipt of the Order from the Company immediately arrange to dispatch the Product to the designated Client as early as possible but in any case the performance shall be made within 15 (**FIFTEEN**) days (depending on the TAT of specific categories/Partners) of the designated date of performance of the services. In case the Partner fails to perform its services as requested within the aforesaid time, it has to return the amount received back to the Company forthwith. No delay in returning the amount is permissible and any delay caused shall be considered as Penalty breach of this Agreement and be one of the causes for Termination of this Agreement, to be exercised at the option of the Partner. The Partner shall provide to the Company the consignment number, details of courier/shipment agency immediately followed by proof of delivery.
4. The Partner shall ensure that the services performed are of the specifications ordered and there is no variation whatsoever. The necessary guarantee/warranty shall be provided by the Partner to the Client.
5. The Partner agrees to replace the defective Product, as the case may be, supplied to the Client at its own cost and shall not hold the Company responsible in any manner whatsoever.
6. The Company shall ensure that all damages, maintenance, etc costs are incurred by the Company.
7. **Price of Products:**

That the Prices of the product is predetermined by the Partner and the Company with mutual consent and the same shall be subject to change by the Company in any event whatsoever.

That the Products shall be available at different prices depending upon the kind of transaction, period of transaction, etc. That the Products are to be made available on a rental basis, for a purchase, etc.

1. **Products for Rental:**

That the Products manufactured by the Partner shall be given on a rental to the Clients for various period of time.

The Product shall be made available accordingly for rental purposes.

1. **Profit Sharing:**

That the profits/revenue generated by the Company through the rental/sale of the Products after having considered the manufacturing cost of the same shall be divided in an equal percentage between the Parties.

The Parties might wish to utilize this amount for the furtherance of the business conducted and the amount shall be used for the same as well in required, upon the discretion of the company and discussion between the Parties.

1. **Covenants of Partner**

The Partner hereby covenants with the Company as under:

1. To deliver the Product of the Ordered specifications/description only including quantity and quality prescribed in the Order and there should be no instance of wrong item being delivered and/or quality issue in the goods/service and/or issue of non-delivery/non-performance. Further, the Partner shall maintain adequate stock/inventory of the items at all times. In case the Partner is running out of supplies or is incapable of providing the service or is likely not to fulfill the Order received by the Company, it shall intimate to the Company at least \_\_\_\_\_\_ hours (\_\_\_\_\_\_\_\_ days) in advance so that notice of **OUT OF STOCK** for the Product can be placed on the website.
2. Not to send any kind of promotion material or any such material, which is, derogatory to and/or adverse to the interests financial or otherwise of the Company, to the Client either along with the Products supplied or in any manner whatsoever.
3. Not to do any act/deal in a thing/Products/goods/services which are either banned/prohibited by law or violates any of the Intellectual Property Right of any Party in respect of such Product.
4. The Partner declares that it has all rights and authorizations in respect of intellectual property rights of third parties and is authorized to manufacture/sell/provide such Products to the Company to provide further to the Client. The copy of such authorization shall be provided on demand without failure and/or protest.
5. The Partner agrees to indemnify and keep indemnified the Company from all claims/losses (including advocate fee for defending/prosecuting any case) that may arise against the Company due to acts/omission on the part of the Partner.
6. The Partner guarantees that the Partner shall not seek to initiate **private contact** with any Client, and shall not **circumvent** the Services provided by the Company for the purpose of removing the Company from the transactions that it has initiated or may initiate with any present or prospective Client. The Partner also agrees that such an action undertaken on its behalf shall be liable to be construed as a **breach** of this Agreement and may ensure penalties or compensation as **damages** for the breach, which shall be exercisable at the option of the Company.
7. To provide to the Company, for the purpose of the creation/display on Website of the Company, the Product description, images, disclaimer, delivery time lines, price and such other details for the Products to be displayed and offered for rental/sale.
8. To ensure and not to **provide** any description/image/text/graphic which is unlawful, illegal, intimidating, obnoxious, objectionable, obscene, vulgar, opposed to public policy, prohibited by law or morality or is in violation of Intellectual Property Rights including but not limited to Trademark and copyright of any third party or of inaccurate, false, incorrect, misleading description or is surrogatory in nature. Further it will forward the Product description and image only for the Product which is offered for rental/sale through the website of the Company. The Partner agrees that in case there is violation of this covenant, it shall do and cause to be done all such acts as are necessary to prevent disrepute being caused to the Company.
9. To provide full, correct, accurate and true description of the Product so as to enable the Clients to make an informed decision. The Partner agrees not to provide any such description/information regarding the Product which amounts to misrepresentation to the Client.
10. To be responsible for the quality, quantity, merchantability, guarantee, warranties in respect of the Products offered for rental/sale through portal of the Company.
11. At all times have access to the Internet and its email account to check the status of approved orders and will ensure prompt deliveries within the time frame mentioned herein before in the agreement.
12. Provide information about the Order Status to the Company
13. To raise an invoice as well as receipt of payment in the name of Client for an amount equivalent to the amount displayed as MRP on the online store to the Client and paid by/charged to the Client.
14. Not to offer any Products for Rental/Sale on the Online Store, which are prohibited for rental/sale, dangerous, against the public policy, banned, unlawful, illegal or prohibited under the Indian laws.
15. To pass on the legal title, rights and ownership in the Products sold to the Client.
16. To be solely responsible for any dispute that may be raised by the Client relating to the goods, merchandise and services provided by the Partner. No claim of whatsoever nature will be raised on the Company.
17. The Partner shall at all time during the pendency of this agreement endeavor to protect and promote the interests of the Company and ensure that third parties rights including intellectual property rights are not infringed.
18. The Partner shall at all times be responsible for compliance of all applicable laws and regulations including but not limited to Intellectual Property Rights, Local Sales Tax, Central Sales Tax, Service tax, Value added tax, Standards of Weights & Measures legislation, Sale of Goods Act, Excise and Import duties, Drugs and Cosmetics Act, Drugs and Remedial Magic Act, Code of Advertising Ethics, etc.
19. To provide to the Company copies of any document required by the Company for the purpose of performance of its obligations under this agreement within 48 hours of getting a written notice from the Company.
20. To seek advance written approval from the Company, prior to release of any promotion/advertisement material, in so far as the same relates to services offered pursuant to the terms of this Agreement.

**12. Warranties, Representations and Undertakings of the Partner**

The Partner warrants and represents that:

1. The signatory to the present Agreement is having the right and full authority to enter into this Agreement with the Company and the agreement so executed is binding in nature.
2. All obligations narrated under this Agreement are legal, valid, binding and enforceable in law against Partner.
3. There are no proceedings pending against the Partner, which may have a material adverse effect on its ability to perform and meet the obligations under this Agreement;
4. That it is an authorized business establishment and holds all the requisite permissions, authorities, approvals and sanctions to conduct its business and to enter into present agreement with the Company.
5. It shall, at all times ensure compliance with all the requirements applicable to its business and for the purposes of this agreement including but not limited to Intellectual Property Rights, Sales Tax, Central Sales Tax, Service tax, Standards of Weights & Measures legislation, Sale of Goods Act, Value added tax, Excise and Import duties, etc. It further declares to the Company that it has paid and shall continue to discharge all its obligations towards statutory authorities.
6. That it has adequate rights under relevant laws including but not limited to various Intellectual Property Legislation(s) to enter into this Agreement with the Company and perform the obligations contained herein and that it has not violated/ infringed any intellectual property rights of any third party.
7. It shall maintain details of all transaction and mark as complete / incomplete as the case may be and shall provide the same to the Company upon demand.

**13. Rights of Company**

1. Appropriate Disclaimers and Terms of Use on [www.Voorent.](http://www.waayo.in)com portal/mobile app shall be placed by the Company.

**14. Indemnity**

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

**15. Limitation of Liability**

1. The Company on the basis of representation by the Partner is marketing the Products of the Partner on the portal [www.Voorent.](http://www.waayo.in)com or mobile app to enable Partner to offer the Products for rental/sale through the said online portal. This representation is the essence of the Contract. It is expressly agreed by the Partner that the Company shall under no circumstances be liable or responsible for any loss, injury or damage to the Partner, Client or any other party whomsoever, arising on account of any transaction under this Agreement or as a result of the Products being in any way damaged, defective, in unfit condition, infringing/ violating any laws/ regulations/ intellectual property rights of any third party. The Partner agrees and acknowledges that it shall be solely liable for any claims, damages, allegation arising out of the Products offered for rental/sale through online portal [www.Voorent.](http://www.waayo.in/)com mobile app (including but not limited to quality, quantity, price, merchantability, use for a particular purpose, or any other related claim) and shall hold the Company harmless and indemnified against all such claims and damages. Further the Company shall not be liable for any claims, damages arising out of any negligence, misconduct or misrepresentation by the Partner or any of its representatives.
2. The Company under no circumstances will be liable to the Partner for loss and/or anticipated loss of profits, or for any direct or indirect, incidental, consequential, special or exemplary damages arising from the subject matter of this Agreement, regardless of the type of claim and even if the Partner has been advised of the possibility of such damages, such as, but not limited to loss of revenue or anticipated profits or loss business, unless such loss or damages is proven by the Partner to have been deliberately caused by the Company.

**16. Termination and effects of Termination**

1. This Agreement may be terminated by the Company forthwith in the event
2. Partner fails to make delivery of the product within the decided period for delivery and/or after it has been served a 48 hours written notice;
3. Partner commits a material breach of any representation, obligations, covenant, warranty or term of this agreement and the same is not cured within 30 days after written notice given by the Company.
4. If a Petition for insolvency is filed against the Partner.
5. If the Partner is in infringement of the third party rights including intellectual property rights.
6. This agreement may be terminated without reason by either party after serving upon the other, a written notice of 30 days. The agreement shall stand terminated after expiry of such period.
7. Effect of Termination:
8. In the event of termination/expiry of this Agreement, the Company shall remove the Links and shall discontinue display of the Products on online portal [www.Voorent.](http://www.waayo.in)com and mobile app with immediate effect.
9. Company shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the Partner by virtue of termination of this agreement.
10. During the period under notice both the parties shall be bound to perform its obligations incurred under this agreement and this sub-clause shall survive the termination of this agreement.

**17. Jurisdiction, governing law and ex-parte Orders**

1. This agreement is subject to exclusive jurisdiction of competent Courts of law at Gurgaon only.
2. The laws of Republic of India, as are in force, shall be applicable to present agreement.
3. The Company is entitled to obtain ex-parte ad- interim injunction orders restraining the Partner to prevent any loss/anticipated loss either in material terms or in terms of intellectual property or causing damage/loss/harm to reputation/goodwill of the Company by the Partner, its representatives, associates or assigns.

**18. Notices**

All notices and other communication under this Agreement shall be in writing, in English language and shall be caused to be delivered by hand or sent by email or courier in each case to the addresses as set out at the beginning of this Agreement.

**19. Intellectual Property Rights**

The Partner expressly authorizes the Company to use its trade marks/copy rights/ designs /logos and other intellectual property owned and/or licensed by it for the purpose of reproduction on the website and at such other places as the Company may deem necessary. It is expressly agreed and clarified that, except as specified agreed in this Agreement, each Party shall retain all right, title and interest in their respective trademarks and logos and that nothing contained in this Agreement, nor the use of the trademark / logos on the publicity, advertising, promotional or other material in relation to the services shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party’s trademarks and / or logos.

**20. Entire Agreement**

This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all other prior and contemporaneous agreements, correspondence, arrangements and understandings (whether written or oral) between the Parties with respect to its subject matter.

**21. Assignment**

Neither this Agreement nor any part of it is assignable, transferable, sub-licensable, sub-contractable or conveyable by Partner, either by operation of law or otherwise, without the express, prior, written consent of the Company signed by an authorized representative of such Party. The Company is at liberty to refuse such consent.

**22. Confidentiality**

The contents of the agreement and any information passed on by the Company to the Partner is highly confidential in nature and the Partner agrees and undertakes to maintain the confidentiality of the information and user/Client data disclosed, generated or made available to Partner under this Agreement. The said information shall not be used by the Partner or its agents, servants, representatives or any person acting through or claiming through the Partner for any purpose other than for the performance of its obligations under this Agreement. The Partner agrees that the unauthorized disclosure or use of such information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Partner agrees that the Company shall have the right to obtain an immediate injunction from any court of law ensuing breach of this Agreement and/or disclosure of the Confidential Information. The Company shall also have the right to pursue any other rights or remedies available at law or equity for such a breach.

**23. Relationship of Parties**

Nothing in this Agreement will be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. The Company shall not be responsible for the acts or omissions of the Partner and Partner shall not represent the Company, neither has, any power or authority to speak for, represent, bind or assume any obligation on behalf of the Company.

**24. Waiver and Amendment**

No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions, and will not be effective unless made in writing and signed by an authorized representative of the waiving Party.

Except as expressly set out in this Agreement, no amendment is binding on the Parties unless it is in writing and signed by a duly authorized representative of each of the Parties.

**25. Force Majeure**

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

**IN WITNESS** whereof the parties have hereto caused their respective hand and seal to be affixed the day and year first hereinabove mentioned.

Signed sealed and delivered by the

within named Partner \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_ through Mr. \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ duly authorized

in this behalf

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed sealed and delivered by the

within named Company M/s \_\_\_\_\_\_\_\_\_\_\_\_\_

through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_