



Eagle & Thistle Ltd — Partner Marketplace Policy (One■Page)

Applies to Sales & Product Partners (Individuals and Registered Businesses) • Effective: Aug 11, 2025

1) Scope & Eligibility

- Accepts Individuals (certified installers/sales) and Registered Businesses (distributors, OEM reps, resellers, e-commerce).
- All listed products must be power■efficient renewable energy items (PV, inverters, BESS, BOS, efficient appliances) with verifiable quality and warranty.
- Eagle & Thistle (E&T;) is Merchant of Record for marketplace sales.

2) Agreement Term & Territory

- Vendor/Reseller Term: 12 months, auto■renew; termination with 30■day notice or immediate for counterfeit/unsafe goods.
- State Sales Representative (SSR) Program: 24 months; non■exclusive by default. Exclusive per state may be granted upon KPI achievement (see §10).

3) Fees (One■time & Ongoing)

- Onboarding: Individuals ■50,000; Businesses ■150,000.
- Listing per SKU: ■5,000 (initial); Catalog update per SKU: ■2,000; Optional catalog plan: ■10,000/month (unlimited updates).
- All fees exclusive of applicable taxes; currency localizes by region (GBP/NGN).

4) Commissions & Revenue Share

- A) Marketplace Product Sales (E&T; is Merchant of Record; % on net item price excl. VAT/ship):
 - Panels 8% • Inverters/Hybrid 12% • Batteries/BESS 10% • BOS/Accessories 15%.
 - Payment processing 1.5%; reserve 2% for returns/chargebacks (released at payout if clean).
- B) State Sales Representative (SSR): 5% of state GMV; 7% tier if \geq ■50m quarterly GMV.
- C) Services/EPC Referral: 3% of contract value; 40% on first client payment, 60% at practical completion.
- Stacking rule: pay the higher of vendor payout vs referral; add +1% referral bonus for verified demand gen when applicable.

5) Payment Flow & 60■Day Verification Hold

- T+0: Customer pays E&T; → T+3: Dispatch (48–72h SLA) → T+7: Proof of Delivery → T+30: Return window closes → T+45: DOA/warranty triage → T+60: Vendor payout (net of fees; reserve released if no active claims).

6) Compliance & Anti■Counterfeit (Mandatory)

- Individuals: Government ID, TIN, bank proof, competence certs.
- Businesses: CAC/RC, TIN, bank letter, manufacturer authorization (for brand SKUs), IEC/UL test reports as applicable, warranty policy.
- Anti■counterfeit affidavit required. Zero tolerance: immediate termination and forfeiture of unpaid amounts for fake/unsafe goods.

7) Onboarding Workflow

Start → Choose Individual/Business & Role(s) (Vendor/Reseller • SSR • Installer) → KYC & document uploads → Product category declarations → Accept T&Cs;, Anti■Counterfeit, Payment Hold Policy → Pay onboarding fee → Submit → Admin review → Approval → List SKUs (pay listing fees) → Admin QA → Live.

8) Orders & Fulfillment (Vendors)

Order paid to E&T; → Vendor receives order → Pack & ship (48–72h) → Upload waybill/PoD → Return window (30 days) → Warranty triage → Payout at T+60 (minus fees).

9) Returns, Warranty & Disputes

- Returns: 30■day DOA/defect; RMA via CRM.
- Warranty: vendor/manufacturer terms apply; E&T; coordinates.
- Disputes: funds held until resolution; evidence uploaded in CRM tickets.

10) SSR KPIs & Exclusivity

- KPIs per quarter: GMV target, complaint rate < 1.5%, return rate < 3%, response time < 24h.
- Exclusive state rights may be granted after 2 consecutive quarters meeting KPIs (\geq ■50m GMV each), with 60■day cure if missed later.

11) No■Circumvention & Channel Integrity

- Partners agree not to bypass E&T; channels for leads/orders originating via E&T; for the Term and 12 months thereafter.

12) Contact & Acceptance

- Portal: partners.eagle■thistle.com (login required). For legal/ops queries: partners@eagle■thistle.com.
- By applying, paying the onboarding fee, listing products, or accepting orders, Partner acknowledges and accepts this Policy.

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