

## **BUSINESS PARTNERSHIP AGREEMENT (BUYER SIDE APP)**

This Business Partnership Agreement (the “Agreement”) is entered into between:

**QuickCart Technologies Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at Bangalore, India (hereinafter referred to as “QuickCart” or the “Buyer App”),

**AND**

**Seller App**, a Seller Network Participant that is part of the ONDC Network (hereinafter referred to as the “Seller App”).

QuickCart and Seller App are hereinafter collectively referred to as the “Parties,” and individually as a “Party.”

### **WHEREAS:**

A. QuickCart has onboarded the ONDC Network as a Buyer Side Application and enables Buyers to purchase products and services across food and non-food categories using its digital platform.

B. Seller App has onboarded the ONDC Network as a Seller Side Application and is desirous of availing QuickCart’s services to facilitate Buyer orders and manage fulfillment across categories.

C. The terms and conditions herein, together with the transaction-level confirmations exchanged through the ONDC Protocol (“Confirmation”), govern the relationship between the Parties.

## **1. DEFINITIONS**

All terms not expressly defined shall have the meanings ascribed under the ONDC Network Policy or ONDC Network Participant Agreement.

**1.1 Business Day:** Any day other than Saturday, Sunday, or a public holiday declared by the Government of India or the State Government.

**1.2 Confirmation:** The electronic confirmation exchanged between the Buyer App and Seller App through ONDC APIs establishing a transaction.

**1.3 Delivery:** (a) Collection of shipments by the Party procuring logistics from the agreed pickup location(s), and (b) delivery of such shipments to the Buyer at the designated address.

**1.4 Order:** Purchases initiated by a Buyer on the ONDC Network through QuickCart, facilitated by Seller App, Seller, and any Logistics or Payment Service Provider.

**1.5 Product(s):** Goods and/or services offered by the Seller App, including F&B items, apparel, electronics, accessories, beauty, home décor, and related deals, vouchers, or gift cards.

**1.6 Settlement Window:** The specified number of Business Days from delivery or return closure within which payable amounts are settled.

**1.7 OFD:** Orders for Food and Beverage items prepared on order.

**1.8 Non-OFD:** Non-food products such as fashion, electronics, or lifestyle items manufactured without awaiting a Buyer order.

**1.9 Made to Order:** Products customized or procured post Buyer order placement.

**1.10 RTO:** Return to Origin—goods returned post failed delivery.

**1.11 Quality Issues:** Include damage, defect, expiry, quantity mismatch, wrong or missing items, and poor packaging.

## 2. CANCELLATION (PRE-SHIPMENT)

Order Type	Case	Description	Resolution
OFD/Made-to-Order	ETA Breach	Buyer cancels before shipment due to delay beyond ETA	QuickCart not liable to pay Seller App
OFD/Made-to-Order	No ETA Breach	Buyer cancels before shipment without ETA breach	QuickCart liable to pay full order value to Seller App
Non-OFD	ETA Breach	Buyer cancels before shipment beyond ETA	QuickCart not liable. If hyperlocal partner assigned, 50% forward shipping reimbursed
Non-OFD	No ETA Breach	Buyer cancels within ETA	QuickCart not liable; Seller App must not proceed with the order

### **3. CANCELLATION (POST-SHIPMENT)**

<b>Order Type</b>	<b>Case</b>	<b>Description</b>	<b>Resolution</b>
OFD	ETA Breach	Not delivered within ETA + 30 mins	QuickCart not liable
Made-to-Order	ETA Breach	Not delivered within ETA + 24 hours	QuickCart not liable
OFD/Made-to-Order	No ETA Breach	Delivered within ETA window	QuickCart liable to pay Seller App
Non-OFD (Returnable)	ETA Breach	Not delivered within ETA + 24 hours	QuickCart not liable
Non-OFD (Non-returnable)	ETA Breach	Not delivered within ETA + 24 hours	QuickCart not liable
Non-OFD (Non-returnable)	No ETA Breach	Delivered within ETA window	QuickCart liable to pay forward & RTO cost only

### **4. REFUND / RETURN / REPLACEMENT (POST DELIVERY)**

1. If an order is incorrectly marked as delivered, both Parties shall jointly investigate. Liability rests with the Party at fault.
2. Buyer quality issues will be resolved as per Seller App remarks via the IGM framework.
3. If QuickCart provides a resolution differing from Seller App's proposal, additional cost will be borne by QuickCart.
4. Seller App may choose to process refunds with or without pickup, as applicable.

## **5. ISSUE RESOLUTION AND TAT**

Seller App shall resolve issues within ONDC's IGM timelines—45 minutes for OFD, 24–48 hours for Non-OFD.

Delays beyond prescribed TAT authorize QuickCart to resolve in Buyer's favor and deduct corresponding amounts from Seller App's payout.

## **6. BUYER FINDER FEE**

QuickCart will charge the Seller App a Buyer Finder Fee as mutually agreed in the Confirmation.

The Fee is exclusive of GST and subject to TDS under the Income Tax Act.

If QuickCart collects payments, TDS shall be remitted quarterly post Seller App's TDS statement submission.

## **7. GENERAL OBLIGATIONS**

- Payments are subject to deductions under applicable law.
- Payment collection and settlement will follow the Confirmation.
- Each Party bears its own costs and infrastructure expenses.
- QuickCart offers no product or service warranty beyond Seller's own representations.

## **8. REPRESENTATIONS AND WARRANTIES**

Each Party represents that it:

1. Is duly incorporated and authorized to execute this Agreement.
2. Maintains all statutory licenses and approvals.
3. Will comply with ONDC policies and laws.
4. Holds IP rights for its content and systems.
5. Shall not make defamatory statements against the other.

- Provides truthful, lawful, and accurate information.

## 9. INDEPENDENT PARTIES

The Parties are independent entities. This Agreement does not establish agency, employment, or partnership.

Each Party is solely responsible for its personnel and actions.

## 10. INDEMNITY AND LIMITATION OF LIABILITY

- Each Party shall indemnify the other for losses due to breach, negligence, or legal non-compliance.
- QuickCart is not liable for Seller's product quality, authenticity, or fulfillment issues.
- Liability of each Party shall not exceed the transaction value unless agreed otherwise.

## 11. DATA PROTECTION

- Both Parties shall comply with the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023.
- Personal Data shall only be processed for ONDC transaction fulfillment.
- No Party shall transfer data to third parties without consent, unless required by law.

## 12. CONFIDENTIALITY

- All transactional and business data shared under this Agreement are confidential.
- Disclosure is allowed only when legally mandated or for ONDC compliance.
- Confidentiality obligations survive for 3 years post-termination.

## **13. INTELLECTUAL PROPERTY**

Each Party retains ownership of its trademarks, logos, and IP.  
Any use of the other's IP requires prior written consent.

## **14. PERFORMANCE EXCEPTIONS**

Neither Party shall be liable for non-performance due to Force Majeure events including natural disasters, strikes, or ONDC network outages.

Affected Parties shall notify the other promptly and resume operations post-restoration.

## **15. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement is governed by the laws of India.

Disputes shall first undergo amicable resolution within 30 days.

Failing that, arbitration shall proceed under the Arbitration and Conciliation Act, 1996, with the seat in Bangalore, India.

## **16. MISCELLANEOUS**

- **Entire Agreement:** This Agreement and Confirmations constitute the complete understanding between Parties.
- **Amendments:** Only valid if mutually agreed in writing.
- **Survival:** Confidentiality, indemnity, and IP clauses survive termination.
- **Termination:** Either Party may terminate with 30-day written notice for breach.
- **Headings:** For reference only; they do not affect interpretation.

**[End of Static Terms – Applicable to all Seller Apps transacting with QuickCart Technologies Pvt. Ltd. on ONDC Network]**