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This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and Terms of Use for access to or usage of www.flipkart.com website. The domain name www.flipkart.com, including the related mobile site and mobile application as well as the Seller portal (seller.flipkart.com) (hereinafter referred to as "Platform") is owned and operated by Flipkart Internet Private Limited (hereinafter referred to as 'Flipkart'), a company incorporated under the Companies Act, 1956, with its registered office at Flipkart Internet Private Limited, Buildings Alyssa, Begonia & Clove Embassy Tech Village, Outer Ring Road, Devarabeesanahalli Village, Bengaluru, 560103, Karnataka, India.

For the purpose of the Terms of Use (hereinafter referred to as "ToU"), wherever the context so requires, 'you' and 'your' shall relate to any natural or legal person who has agreed to become a Seller on the Platform by providing registration data while registering on the Platform using computer systems. The word 'user' shall collectively imply a Seller, a Buyer, and any visitor on the Platform and the terms 'we', 'us' and 'our' shall mean Flipkart.

Your use of the Platform and the features therein is governed by the following terms and conditions (ToU) including applicable policies available on the Platform, notifications and communications sent to you on the Platform which are incorporated herein by way of reference. If you transact on the Platform, you shall be subject to the policies that are applicable to the Platform for such a transaction. By mere use of the Platform you shall be contracting with Flipkart, and these terms and conditions including the policies constitute your binding obligations to Flipkart.

When you use any current or future services provided by us through the Platform you will be subject to the rules, guidelines, policies, terms and conditions applicable to such services and they shall be deemed incorporated into the ToU and considered a part and parcel of the ToU. We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the ToU at any time. We will notify you through any of the communication modes as mentioned in this ToU in case of any changes or updates to the ToU that materially impact your use of the Platform. Your continued use of the Platform following the changes or updates will mean that you accept and agree to the revisions. As long as you comply with the ToU, we grant you a personal, non-exclusive, non-transferable, and limited privilege to enter and use the Platform.

ACCESSING, BROWSING, OR OTHERWISE USING THE PLATFORM INDICATES YOUR AGREEMENT WITH ALL THE TERMS AND CONDITIONS UNDER THE ToU. PLEASE READ THE ToU CAREFULLY BEFORE PROCEEDING. By implicitly or expressly accepting the ToU, you also accept and agree to be bound by all of Flipkart's policies applicable to you, as amended, from time to time.

Seller Eligibility:-

The use of the Platform is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872, including minors, un-discharged insolvents etc. are not eligible to use the Platform. If you are a minor i.e. under the age of 18 years, you shall not register as a Seller on the Platform, transact or use the Platform. Flipkart reserves the right to terminate your registration and/or refuse you access to the Platform if it is brought to Flipkart's notice or discovered that you are under the age of 18 years. If you register as a business entity, you represent that you are duly authorised by the business entity to accept the ToU and you have the authority to bind the business entity to the ToU.

Your Account and Registration Obligations:-

In the course of your use of the Platform, you agree to furnish your details and information as requested by us from time to time including, but not limited to, the following information, to register as a Seller :

- Seller Complete Name
- Seller Complete Address
- Seller Complete Contact details
- Seller Grievance Officer details for Consumer Complaints
- Phone no.
- Email Address
- GSTIN
- PAN
- Business Pan
- Pincode
- Pick-up Address
- Registered Address - Principal geographic address of its headquarters and all branches
- Bank A/c Details

- Account Holder Name
- Cancelled Cheque
- Signature
- Display Legal Name
- Legal Name / Trade Name
- Contractual information (SLA)
- Total price in single figure of any goods / service (break up price / charges, if any)
- Relevant details of goods including Manufacturer / Packer / Name and Complete Address
- Relevant details of imported goods including Name and details of Importer with correct Country of Origin (Country's full name)
- Relevant guarantee or warranties applicable to all goods / services you are selling on the platform.

You agree that you have necessary licences and permits for the sale on the Platform which shall be including but not limited to the licences required by all applicable laws.

You shall remain responsible for maintaining confidentiality of this information, as well as your display name, login and password details. You agree that if you provide any information which is untrue, inaccurate, not current, or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the ToU, we shall have the right to suspend or terminate your account on the Platform or indefinitely block you from accessing the Platform.

You provide the power and authority to us to address customer grievances on your behalf in respect of products sold by you. This authority shall include performing incidental acts which are specifically required to be carried out and perform the specific authority granted herein. You also provide your consent to populate your details, including, but not limited to, the Seller Address, provided by you at the time of registration on the Seller Portal (seller.flipkart.com), on the products listed by you on the platform.

Seller Account Deactivation:-

As per our policy, if a Seller requests for a closure of the account, the account will be put on hold for a period of 90 days to ensure smooth closure of transactions which have been made prior to his closure request and this will be available to the said Seller for downloading payment and taxation reports, if required. After 90 days, the Seller would be required to reach out to us confirming that he has downloaded the reports and requesting for a deactivation again. Upon receiving this confirmation, the Seller's account will be deactivated

provided there are no outstanding payments due from the Seller, with certain information being retained by Flipkart at all times, such as registered mobile number, registered email ID, GSTIN and other transaction related information. Such information is being retained for audit purposes and to prevent fraudulent acts by the Sellers in the future. If a Seller decides to commence his business with Flipkart again, he/she will not be able to create a new account but the older account can be restored if it is required.

Communications:-

When you use the Platform or send emails, other data, information, or communication to us, you agree and understand that you are communicating with us through electronic records and you consent to receive communications via electronic records from us periodically or as and when required. We may communicate with you by email or any other mode of communication, electronic or otherwise.

Platform for Transaction and Communication:-

The Platform is a platform that users utilise to independently meet and interact with one another for their transactions. Flipkart is not and cannot be a party to any transaction or dispute between users on the Platform.

Consequently:

All commercial / contractual terms are offered by you and agreed upon between you and Buyers alone. The commercial / contractual terms include (without limitation) price, shipping costs, payment methods and terms, date, period, and mode of delivery, and warranties and after-sales services related to products and services. Flipkart does not determine, advise, have any control, or in any way involve itself in the offering or acceptance of such commercial / contractual terms between you and Buyers.

Flipkart does not make any representations or warranties regarding specifics (such as quality, value, and saleability) of the products or services proposed to be sold, offered to be sold or purchased on the Platform. Flipkart does not implicitly or explicitly support or endorse the sale or purchase of any products and services on the Platform. Flipkart accepts no liability for any errors or omissions of third parties in relation to the products and services.

Flipkart is not responsible for any non-performance or breach of any contract between you and Buyers. Flipkart cannot and does not guarantee that you and Buyers concerned will perform transaction(s) concluded on the Platform. Flipkart shall not and is not required to mediate or resolve disputes or disagreements between you and Buyers.

Flipkart does not make any representations or warranties regarding item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its users. You are advised to independently verify the bona fides of any particular Buyer you choose to deal with on the Platform and use your best judgement in that regard.

Flipkart does not at any point in time during a transaction between you and a Buyer on the Platform come into or take possession of any of the products or services offered by you, gain title to or have any rights or claims over the products or services offered by you to the Buyer. At no time shall Flipkart hold any right / title to or interest in the items nor have any obligations or liabilities with respect to such a contract. Flipkart is not responsible for unsatisfactory or delayed performance of services, damages, or delays as a result of items which are out of stock, unavailable, or back-ordered.

The Platform is only a platform that can be utilised by you to reach a larger customer base to sell items or services. Flipkart only provides a platform for communication and it is agreed that the contract for sale of any products or services shall be a strictly bipartite contract between you and the Buyer.

You release and indemnify Flipkart and / or any of its directors, officers and representatives from any cost, damage, liability or other consequence of any of the actions of the users on the Platform and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts on that behalf, Flipkart cannot control the information provided by other users which is made available on the Platform. You may find other user's information to be offensive, harmful, inaccurate or deceptive. Please use caution and practise safe trading when using the Platform. Please note that there may be risks in dealing with underage persons or people acting under false pretence.

Platform Services:-

Flipkart provides marketplace platform technology and related services which includes, development and/or change management of tech provided, third party software procurement, software support, technical support, connectivity (access) to console, file or document storage, authentication and authorisation, goods and service tax (GST) system for compliance, enable GSP (GST Suvidha Provider) service wherever applicable, email alerts regarding various services being provided, reconciliation, dash- board and reports to facilitate reconciliation.

Flipkart provides logistic services through its logistic service provider ("LSP"). The LSP may use surface or air and provide various service options such as next day delivery, same day delivery, priority and no rush delivery etc., from time to time and cash on delivery or pre-paid method of payment, including but not limited to debit card, credit card etc.

Flipkart offers services to assist you in liquidation of returned and unsaleable inventory. Should you choose to engage us for such services, we shall provide assistance to you for the liquidation of said inventory.

For availing services from Flipkart, please refer to the policies provided under the Seller Learning Centre.

Selling:-

As a registered Seller, you shall list item(s) for sale on the Platform in accordance with the policies which are incorporated by way of reference in this ToU. You must be legally able to sell the item(s) you list for sale on our Platform and must have all the necessary licences and permits required for such sale. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics, pictures or videos that describe your item for sale. All items must be listed in an appropriate category on the Platform. All listed items must be kept in stock for successful fulfilment of sales. The listing description of the item must not be misleading and must describe the actual condition of the product. If the item description does not match the actual condition of the item, you agree to refund any amount that you may have received from the Buyer. You agree not to list a single product in multiple quantities across various categories on the Platform. Flipkart reserves the right to delete such multiple listings of the same product listed by you in various categories. Flipkart reserves the right to restrict the selling of products originating from certain countries.

You agree when multiple sellers sell the same product through multiple or similar product page views, Flipkart reserves the right to combine and present the best product data to ensure best customer experience.

For Food and Nutrition category, Seller shall adhere to the minimum balance shelf life norms as provided in [FSSAI E-Commerce regulations](#) and timely amendment thereof.

For Pharmaceutical and Drugs category, Seller agrees that they have necessary licences and permits for the sale on the Platform, which shall include but not be limited to the licences required and adherence to the conditions of licenses under:

1. Drugs and Magic Remedies (objectionable Advertisement) Act 1954
2. Poison Act 1919
3. Narcotic Drugs and Psychotropic Substances Act, 1985
4. The Bureau Of Indian Standards Act, 2016
5. Infant Milk Substitutes Feeding Bottles and Infant Foods (Regulation of Production, Supply and Distribution) Act, 1992
6. The Drugs and Cosmetics Act 1940 & Rules there under
7. The Cosmetics Rules 2020
8. Medical Devices Rules 2017
9. Pharmacy Act, 1948

10. Pharmacy Practice Regulations, 2015
11. Drugs (Prices Control) Order, 2013
12. Food Safety and Standards Act, 2006
13. Licences under Municipal and Panchayat legislation, if any
14. Shops and Establishments Act
15. Contract Labour (Regulation and Abolition) Act, 1970
16. Environment Protection Act
17. Bio Medical waste management rule 2016
18. Plastic waste management rule 2022

Seller shall inform Flipkart regarding the change in the registered pharmacist within 7 days and provide us with all the necessary documents of the new endorsed pharmacist within 7 days of enrolment.

Logistics:

You, as a Seller, shall be required to dispatch the products and / or services for every transaction to the Buyer within the time period as provided in the ToU to ensure that the products and / or services are delivered in a timely manner. Further, you will solely be responsible for undertaking transit insurance for products sold by You on the Platform. For avoidance of doubt, Flipkart will not be responsible for undertaking any insurance(s) for products sold by Sellers on the Platform.

Flipkart facilitates logistics services through logistics partners for ease of shipment of your products / products and ensuring better customer experience.

Flipkart facilitates logistic services through logistic partners for transportation of products from the seller pick-up location to the Source Mother Hub (i.e. nearest Mother Hub to your location). The Seller, at its discretion, may route shipments / consignments through the logistics partners. The Seller will be responsible for transportation of products till the Source Mother Hub at its own cost.

In case, the products are returned by the Buyer, Flipkart reserves the right to recover transportation costs from the seller. The transportation costs pertain to all costs incurred in movement of products from the Source Mother Hub to the delivery location (if separately charged and recovered by logistics partners from Flipkart) as well as the costs incurred in return of products from the delivery location to the Source Mother Hub.

Compliance on selling of Goods / Services:

You shall also ensure full compliance with the provisions of Integrated Goods and Services Tax (IGST), Central Goods and Services Tax (CGST) and Union Territory Goods and Services Tax (UTGST) or State Goods and Services Tax (SGST) in respect of the Goods / Services supplied by you.

It is your responsibility to charge appropriate Goods and Services taxes on the supplies affected and remittance of the same to the Government. Flipkart shall not be responsible for any deficiency and / or omission on your part.

Pursuant to the tax collection at source provisions under IGST, CGST and / UTGST or SGST, the portal would collect tax collection at source at applicable rates on net value of taxable supplies made through the portal and remit to the appropriate Government.

In case of any mismatches on account of tax collection at source, you shall be required to provide all relevant information to Flipkart to correspond with the relevant authorities and also in case of any liability accruing on account of omission shall be your obligation to pay such deficit.

You shall be required to provide the corresponding Harmonised System Nomenclature (HSN) code number for every product listing. In the event that you do not provide the HSN code number that particular product will be delisted and you will no longer be able to sell the product on our platform.

You shall also be required to provide your GSTIN, without which we will not be able to raise an invoice on you. In the event that you do not provide your GSTIN number, transactions on your account will be blocked and orders will not be processed on your account. *In the event of you providing your Input Service Distributor Registration Number, Flipkart would be issuing an invoice to the ISD GST registration number as furnished by you. It is your responsibility to undertake the necessary compliance required in respect of the said ISD registration number.*