

E-Commerce Vendor Agreement

This E-commerce Vendor Agreement (“Agreement”) is made and entered into on _____, 2020 between,

***Rejoiz IT Limited** a company incorporated under the Uganda Companies Act, having its registered office Plot 923 Bwaise - Kyadondo, Block 208 P.O. Box 71198 Mutuba II Bwaise Kampala, Uganda-Africa (hereinafter referred to as “Company”), represented by _____ of the First Part;*

AND

a company incorporated under the _____ (Country) Companies Act, having its registered office at _____, through Mr. _____ its duly Authorised Representative (hereinafter referred to as Vendor”), of the Second Part.

WHEREAS:

A. Vendor is engaged in Manufacturing or Sourcing and Selling Products,

B. Company owns an ecommerce platform hosted and operated at the URL: <http://www.rejoiz.ug> hereinafter referred to as the “Rejoiz Shopping WebSite” and have many registered users to whom Company offer various services,

C. Vendor is desirous of setting up an online store/panel on Rejoiz Shopping Website and has offered to sell its products through the said online store/panel, Company has agreed to create the said online store/panel upon the following terms and conditions.

D. The above referred Vendor and Company are hereinafter collectively referred to as “Parties” and individually as “Party”.

NOW THIS AGREEMENT WITNESSETH HERewith:

1. Definitions

For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to them under this Article.

*1.1. “**Company**” shall mean Rejoiz IT Limited, Uganda-Africa.*

*1.2. “**Customer**” shall mean any individual, group of individuals, firm, Retailer ,Store, company or any other entity placing an order for the Products of the Vendor through Rejoiz Shopping Website*

*1.3. “**Price**” shall mean the cost at which the Products are to be delivered to the Customer inclusive of Custom/Import duties and all taxes involved in importing and delivering to the customers, byt excluding shipping charges unless mentioned as Free Shipping by the Vendor in the promotional offers under the said products offering page.*

1.4. **“Effective Date”** shall mean the date on which this Agreement is executed.

1.5. **“Form”** shall mean Form for Ecommerce Service Agreement to be filled in and executed by the Vendor at the time of execution of this Agreement annexed hereto as Annexure “A”.

1.6. **“Vendor”** shall mean the entity incorporated or otherwise more specifically described hereinabove, which sells its products through the Rejoiz Shopping Website and more particularly described in the attached “Form”.

1.7. **“Online Store/Panel”** shall mean a virtual electronic store created on the Rejoiz Shopping online portal for sale of the Vendor’s Products either through web site of the Company or any other gadget or instrument displaying the particulars of the Vendor’s Products available for sale , or any other means by which the Customer places an order for the Product of the Vendor.

1.8. **“Order”** shall mean an order for purchase of products wherein customer has agreed to purchase the product upon the terms and conditions and at the Price indicated on Rejoiz Shopping Website.

1.9. **“Products”** shall mean merchandise items of the Vendor put up for sale on Rejoiz Shopping Website through the vendor store/panel, by the Vendor.

1.10. **“Rejoiz Shopping Website”** means an ecommerce platform owned and operated by the Company that brings parties like sellers, buyers and facilitators together, for their mutual business growth. Rejoiz Shopping Website facilitates the on-boarding of the sellers, buyers and facilitators and enable the process of selling, buying and communicating through shopping cart, Payment , Shipping, Tracking and other ecommerce related features.

1.11. **“Shipping Charges”** shall mean the logistics/courier/postal charges including all taxes incurred for delivering the product(s) to the Customer.

1.12. **“Shipment Costs”** shall mean the cost and taxes involved in handling the logistics, import duties, taxes, clearance & forwarding fees other than Shipping charges.

1.13. **“Sign-up Fees”** shall mean the non-refundable fees payable by the Vendor at the time of execution of this Agreement towards the initial creation of an account with/on Rejoiz Shopping Website and get access to Vendor panel and market place to start selling.

1.14. **“Service charge”** shall mean the margin per transaction charged by the Company to the Vendor at the rates agreed to between the parties, upon the sale of product on Rejoiz Shopping Website.

2. Arrangement

2.1. The Company shall offer to the Vendor its services for facilitating online sale of the Vendor's product(s) which shall include hosting and technology, customer support, logistics services (if availed by the Vendor), payment services and all the other ecommerce related services to ensure customer satisfaction on behalf of the Vendor. For this arrangement, the Vendor shall pay service charges as specified under these presents, to the Company for the sale being effected through the Rejoiz Shopping website of the Company.

2.2. Based on mutual discussions, it is agreed by and between the parties hereto that the Vendor shall put up for sale its Products on the said Rejoiz Shopping website through online store/panel, subject to the terms and conditions hereinafter contained. Vendor further agrees and acknowledges that the shopping transaction shall be governed by the "Terms of Use" of Rejoiz shopping website, if any (incorporated in this agreement by way of reference and forms part of this Agreement) alongwith this Agreement.

3. Consideration and Payment Terms

3.1. Vendor shall make the payment for Sign-up fees as specified in Form (Annexure "A") for the creation of Online Store/Panel at the time of execution of this Agreement. Payment of Sign-up fees shall be made 100% in advance, unless specified. The service tax if any shall be charged by the Company, at the applicable rates.

3.2. The said sign-up fee is a non-refundable fee for the creation of an account and access to Vendor Online Store/Panel on the Rejoiz Shopping website.

3.3. The Company shall collect the Payment on behalf of the Vendor in respect of the Orders received through Rejoiz Shopping Website. In consideration of the services rendered under these presents, the Company shall charge the Services charges to the Vendor at the rates specified by the Company in the Form i.e Annexure "A".

3.3.1 The Company shall pay the Vendor an amount recovered as Price minus the (i) Service charges, (ii) minus sum of shipping charges paid by the Company, if any and (iii) minus Shipment cost in respect of approved and processed order(s) through the Rejoiz Shopping website. The Shipment costs vary based on the product categories, materials used and Government regulated customs & duty revisions. However, in the event, the Vendor handles and pays for the Shipment costs of the Products and bears the shipping expenses; the Company shall pay to the Vendor an amount recovered as Price minus the Service charges. Any amount to be paid to the Vendor by the Company shall be paid net of reversals.

3.4. In the event any order is reversed due to "Damaged product", "Quality Issue", "Not delivered" or "Wrong Item delivered", Vendor agrees that the Company shall levy the Service charges, plus a penalty of the service charge of the product (upto a maximum limit of 5% of the price) and the said charges will be deducted from the amount due and payable to Vendor.

3.5. Further Company shall debit the Service charges to the Vendor in the event the product cannot be delivered by the Vendor due to "out of stock" and in such an event Vendor shall be

liable to bear all the cost and claims (including cost of legal proceedings, cost of attorneys, claims, etc.) raised against the Company.

3.6. Payments of the Sale Proceeds to Vendor shall be done by Company in the following manner:

3.6.1. The Company will release the payment to the Vendor after the Customer receives the Shipment and does not return the same within 7 days from the receipt of the shipment.

3.6.2. The Company releases the Payment after deducting the Shipping costs where the Company had already paid for the same.

3.6.3 And in the event of, the Company paid for the Shipping Charges then the Company will deduct the Shipping Charges and release the payment to the Vendor.

3.6.2. The Company can process the payment on-line through Rejoiz ecommerce platform or dispatch the Cheques / Demand draft favouring "Vendor" based on the option agreed in the Form, i.e Annexure "A".

3.6.3. The Company shall deduct charges as specified in sub-clause 4 above and agreed with the Vendor from the total amount collected as Price for the orders received by the Vendor through online store.

3.7. Vendor agrees to bear all the applicable taxes duties, or other similar payments (including VAT) arising out of the sales transaction of the product through Rejoiz Shopping website and Company shall not be responsible to collect, report, or remit any taxes arising from any transaction.

4. Obligations of the Vendor

The Vendor shall:

4.1. Through the interface provided by the Company, on the creation of an account with Rejoiz Shopping website, shall upload the product description, images, disclaimer, delivery time lines, price and such other details for the products to be displayed and offered for sale through the said Rejoiz Shopping website.

4.2. Vendor shall ensure not to upload any description/image/text/graphic that is unlawful, illegal, objectionable, obscene, vulgar, opposed to public policy, prohibited or is in violation of intellectual property rights including but not limited to Trademark and copyright of any third party. Vendor shall ensure to upload the product description and image only for the product which is offered for sale through the Online Store and for which the said Online Store is created.

4.3. Vendor shall provide full, correct, accurate and true description of the product so as to enable the customers to make an informed decision.

4.4. Vendor shall be solely responsible for the quality, quantity, merchantability, guarantee, warranties in respect of the products offered for sale through Rejoiz Shopping website.

4.5. At all times have access to the Internet and its email account to check the status of approved orders, and respond lively and actively.

4.6. On receipt of the approved order, Vendor shall dispatch / deliver the products within a period not exceeding 48 hours or within the time as specified in the product description on Rejoiz Shopping website.

4.7. In respect of the orders for Products placed on Rejoiz Shopping website through the Online Store/panel, Vendor shall submit proof of dispatch to the satisfaction of Company within 48 hours of the request made by Company.

4.8. In the event the products are not accepted by the Customer due to any wrong / damaged products dispatched, then the same shall be replaced by the Vendor at no extra cost to the aggrieved customer. Since the Company is a Facilitator, the Vendor hereby authorizes the Company to entertain all claims of return of the Product in the mutual interest of the Vendor as well as the Customer.

4.9. Update the Order Status including Airway Bill Number on a daily basis.

4.10. The Vendor shall not bypass or circumvent the Company and solicit to work directly with customers/retailers/firms/buyers who are introduced to Vendor through Company or known through the Rejoiz Shopping website. Also Vendor shall NOT send any of its promotional or any other information with the Products ordered by the customer and also shall ensure that no material or literature is sent which may be detrimental to the business/commercial interests of the Company,

4.11. The Vendor shall dispatch the Products of same description, quality and quantity and price as are described and displayed on the Rejoiz Shopping website and for which the Customer has placed the order.

4.12. Vendor shall raise invoice in the name of Customer. Vendor further undertakes and agrees to raise the invoice of an amount equivalent to the amount displayed on the Rejoiz Shopping website to the customer and paid by/charged to the customer.

4.13. The Vendor shall not offer any Products for Sale on the Rejoiz Shopping website, which are prohibited for sale, dangerous, against the public policy, banned, unlawful, illegal or prohibited under the Indian laws.

4.14. The Vendor shall ensure that they own all the legal rights in the Products that are offered for sale on Rejoiz Shopping website.

4.15. The Vendor shall pass on the legal title, rights and ownership in the Products sold to the Customer.

4.16. Vendor shall be solely responsible for any dispute that may be raised by the customer relating to the goods, merchandise and services provided by the Vendor.

4.17. The Vendor 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.

4.18. The Vendor 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.

5. Warranties, Representations and Undertakings of the Vendor

The Vendor warrants and represents that

- 5.1. They have the right and full authority to enter into this Agreement with the Company.*
- 5.2. All their obligations under this Agreement are legal, valid and binding obligations enforceable in law.*
- 5.3. There are no proceedings pending, which may have a material adverse effect on their ability to perform and meet their obligations under this Agreement;*
- 5.4. That they are an authorized business establishment and hold all the requisite permissions, authorities, approvals and sanctions to conduct their business and to enter into an arrangement with the Company. They shall at all times ensure compliance with all the requirements applicable to their business and for the purposes of this arrangement 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. They confirm that they have paid and shall continue to discharge all their obligations towards statutory authorities.*
- 5.5. That they have 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*
- 5.6. That they shall provide the Company with copies of any document required by the Company for the purposes of this performance of its obligations under this arrangement within 24 hours of getting a written notice from the Company.*
- 5.6. That the complete product responsibility and liability shall solely vest with Vendor and that the Vendor shall be solely responsible to the customer for the sale of the Product by Vendor including but not limited to its delivery to the Customer and that Vendor shall not raise any claim on the Company in this regard.*
- 5.7. Vendor agrees and undertakes not to upload any text, images, graphics (for description and display of product on the online store) that is vulgar, obnoxious, inaccurate, false, incorrect, misleading, intimidating, against the public policy.*
- 5.8. Vendor shall pay the Company a service charge as specified by the Company on every transaction it enables and that Vendor shall provide all completed transaction details to the Company for record keeping and reconciliation.*
- 5.9. That Vendor shall draw the invoice / bill directly in the name of the Customer.*
- 5.10. Vendor shall prior to release of any promotion/advertisement material seek prior written approval for the same from the Company, in so far as the same relates to services offered pursuant to the terms of this Agreement.*

6. Company reserves the right:

- 6.1. Vendor agrees and acknowledges that the Company, at all times during the continuance of this Agreement, shall have the right to remove/block/delete any text, graphic, image(s) uploaded*

on the Rejoiz Shopping website by the Vendor without any prior intimation to Vendor in the event the said text, image, graphic is found to be in violation of law, breach of any of the terms of this Agreement, terms and conditions of Rejoiz Shopping Website. In such an event, the Company reserve the right to forthwith remove/close the online store/panel of the Vendor without any prior intimation or liability to the Vendor.

6.2. Company reserves the right to provide and display appropriate disclaimers and terms of use on Rejoiz Shopping Website.

6.3. At any time if the Company believes that the services are being utilized by the Vendor or its Customer in contravention of the terms and provisions of this Agreement, Terms and conditions of use of Rejoiz Shopping Website, the Company shall have the right either at its sole discretion or upon the receipt of a request from the legal / statutory authorities or a court order to discontinue/terminate the said service(s) to Customer or the End user as the case may be, without liability to refund the amount to the Vendor to forthwith remove/block/close the online store of the Vendor and furnish such details about the Vendor and/or its customers upon a request received from the Legal/ Statutory Authorities or under a Court order.

7. Indemnity

7.1. The Vendor indemnifies and shall hold indemnified the Company, its directors, 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 Vendor's product, the breach of any of the Vendor'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 Vendor 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/panel available to the Customers.

7.2. The Company agrees to indemnify and to keep indemnified the Vendor in respect of all claims losses and expenses (including the cost of litigation if any) arising out of any breach or default part of the Company to perform its obligations under this Agreement.

7.3. This article 7, which is "Indemnity" and it's sub-clauses shall survive the termination or expiration of this Agreement.

8. Company not Liable

8.1. The Company on the basis of representation by the Vendor has created the online store / panel of the Vendor on Rejoiz Shopping Website to enable Vendor to upload, publish and offer the Vendor's products for sale through Rejoiz Shopping Website. This representation is the essence of the Contract.

8.2. The Company shall under no circumstances be liable or responsible for any loss, injury or damage to the Vendor, 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.

Vendor agrees and acknowledges that

8.3. Vendor shall be solely liable for any claims, damages, allegation arising out of the Products offered for sale through Rejoiz Shopping Website (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.

8.4. Further the Company shall not be liable for any claims, damages arising out of any negligence, misconduct or misrepresentation by the Vendor or any of its representatives.

8.5. The Vendor hereby agrees, confirms and acknowledges that the Product is owned by the Vendor and that the Company is merely a facilitator for sale of the Vendor's Product, hence the Company is not responsible/ liable for the Product, its design, its function and condition manufacturing and selling and financial obligations, warranties, guarantees whatsoever. The Company reserves its right to state appropriate Disclaimers on its Company website/ Rejoiz Shopping Website.

9. Term, Termination and effects of Termination

9.1. Term:

The Term of this Agreement shall commence on the date of execution of the contract and shall continue for a period of 3 years unless terminated earlier. The Agreement may be extended for such further period as may be mutually agreed by and between the parties hereto in writing to this effect.

9.2. This Agreement may be terminated by the Company in the event:

9.2.1. Vendor fails to make payment of the agreed amount, as per any payment terms agreed, by giving 48 hours written notice,

9.2.2. Vendor commits a material breach of any representation, obligations, covenant, warranty or term of this agreement and the same is not rectified within 30 days after written notice given by the Company.

9.2.3. If a Petition for insolvency is filed against the Vendor.

9.2.4. If the Vendor is in infringement of the third party rights including intellectual property rights.

9.2.5. This Agreement may be terminated by either party giving the other 30 days written notice.

9.3. Effect of Termination:

In the event of termination/expiry of this Agreement, the Company shall remove the Links and shall discontinue display of the Products on Rejoiz Shopping Website with immediate effect. Company shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the Vendor by virtue of termination of this agreement.

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.

10. Arbitration

10.1. *Any dispute arising out of or related to or connected with any provisions under this Agreement shall be referred to the arbitration of a single arbitrator to be appointed jointly by the parties.*

10.2. *The arbitration shall be conducted in Kampala, Uganda in accordance with the Uganda Arbitration and Conciliation Act, 2000 or any modification or reenactment for the time being in force.*

10.3. *The language of arbitration shall be English. The arbitration shall be held at Kampala, Uganda.*

10.4. *The award of the arbitrator or arbitrators as the case may be shall be final and binding on the parties.*

11. Jurisdiction and Governing law

11.1. *The obligations, performance, interpretation and contents shall be governed by Ugandan law.*

11.2. *Subject to the provisions of negotiation and arbitration each Party irrevocably and unconditionally submits to the jurisdiction of Courts at Kampala, Uganda.*

12. Notices

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

13. Intellectual Property Rights

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.

14. Entire Agreement

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

15. Assignment

Neither this Agreement nor any part of it is assignable, transferable, sub-licensable, subcontractable or conveyable by Vendor, either by operation of law or otherwise, without the

express, prior, written consent of the Company signed by an authorized representative of such Party.

16. Confidentiality:

Vendor agrees and undertakes to maintain the confidentiality of the information and user/customer data disclosed, generated or made available to Vendor under this Agreement. The said information shall not be used by the Vendor for any purpose other than for the performance of its obligations under this Agreement. Vendor 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, Vendor agrees that the Company shall have the right to obtain an immediate injunction from any court of competent jurisdiction enjoining breach of this Agreement and/or disclosure of the Confidential Information. Company shall also have the right to pursue any other rights or remedies available at law or equity for such a breach.

17. Limitation of liability:

Under no circumstances, except in case of breach of contract, will either party be liable to the other party for lost profits, or for any indirect, incidental, consequential, special or exemplary damages arising from the subject matter of this Agreement, regardless of the type of claim and even if that party 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 aggrieved party to have been deliberately caused by the other party.

18. 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 Vendor, and Vendor shall not represent neither has, any power or authority to speak for, represent, bind or assume any obligation on behalf of the Company.

19. Waiver and Amendment

19.1. 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 authorised representative of the waiving Party.

19.2. 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.

20. 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.

This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

In witness whereof the parties have hereto caused their respective Signatures and Company seal to be affixed the day and year first hereinabove mentioned.

For Rejoiz IT Limited (www.rejoiz.ug)
Company

For _____
Vendor

Name :
Designation :

Name :
Designation :

Annexure A
FORM