**BIZONGO TERMS AND CONDITIONS**

1. **Client onboarding document**
2. **Terms and Conditions of Payment and Invoicing**
3. **Terms and conditions of Return and Replacement**
4. **Terms and Conditions for maintaining inventory**

**1. CLIENT ONBOARDING DOCUMENT**

**Scope of client onboarding**:

1. The client will place a Purchase Order (“PO”) on Bizongo for the Products in accordance with the agreed prices, specifications and quantity.
2. If there is any artwork requirement, the client will provide the correct artwork inputs in the right digital format along with KLD denoting correct dimensions and pack size.
3. Once the PO is released the client is responsible to pick up the complete quantity as per the PO.
4. The client shall inform the delivery timelines (“Delivery Plan”) to Bizongo within 7 days of the release of PO.
5. The client shall be responsible to accept the entire quantity of the Products under the relevant PO within **15** days from the date of Delivery. In case of a delay, 1% of the invoice value of the pending quantity will be charged every 15 days.
6. The client shall be responsible to ensure unloading of the Products consignment at the delivery destination within 3 hours. In case of delay penalty will be charged as per actuals.
7. Bizongo will arrange to deliver the Products as per specifications, delivery destination, and Delivery Plan provided by the Client.
8. The Client acknowledges that the quantity of the Products supplied may have a variation to the tune of (+/- 5%) from the quantity given in the purchase order and agrees to accept the same.
9. The prices specified in the quotations are subject to variation on account of *change in raw material prices by more than 5%* and will be notified by Bizongo from time to time. Any variation in the prices shall not affect the ongoing PO but would be effective for any new PO issued after such intimation.

Client details required:

|  |  |
| --- | --- |
| Company Details | |
| Registered Company Name |  |
| Brand Name |  |
| Business Industry |  |
| Tax Identification No.(PAN for India) |  |

|  |  |
| --- | --- |
| Primary Person Contact Details | |
| Full Name |  |
| Designation |  |
| Phone Number |  |
| Alternate Contact Number |  |
| Official Email ID |  |

|  |  |
| --- | --- |
| Invoicing Details | |
| GSTIN Number |  |
| Billing Address |  |
| Number of Delivery Locations |  |

|  |  |
| --- | --- |
| Do you require Bizongo to maintain inventory for a maximum 30 day period? | Yes/No |

|  |  |
| --- | --- |
| Do you require Bizongo’s Auto Replenishment Services? | Yes/No |

We acknowledge that the terms & conditions mentioned above are read, understood and accepted by us.

|  |  |
| --- | --- |
| For SMARTPADDLE TECHNOLOGY PVT. LTD.    Tarun Soni  Director  [Date] : | For [Client Company]    [Client Name]  [Client Designation]  [Date] : |

**2. PAYMENT AND INVOICING**

**Payment and invoice details:**

1. Standard Payment Terms of Bizongo are 45 days from the date of Invoicing
2. Delay in payment will attract a penalty of 18% p.a., compounded daily.
3. Payment to be credited to

Smartpaddle Technology Private Limited

A/C no. 409001088961

Type: Current Account

Bank branch: RBL Bank, Lower Parel West, One Indiabulls Centre

IFSC: RATN0000088

MICR: 400176016

1. The Client shall make the payment of invoices raised by Bizongo within thirty (30) days from the date of receipt of original invoice along with necessary supporting documents and found correct in all respects*.*

We acknowledge that the terms & conditions mentioned above are read, understood and accepted by us.

|  |  |
| --- | --- |
| For SMARTPADDLE TECHNOLOGY PVT. LTD.    Tarun Soni  Director  [Date] : | For [Client Company]    [Client Name]  [Client Designation]  [Date] : |

**3. RETURN & REPLACEMENT**

**Return and Replacement of the Products:**

1. The Client shall inspect and verify the Product consignment delivered by Bizongo within 15 working days of such delivery and inform Bizongo about any defective/damaged products.
2. Incase required, Bizongo and Client shall carry out a joint inspection of the Products.
3. Bizongo will carry out a physical inspection after receiving the goods. If the goods received will be different from the defined specs Bizongo shall scrap the material. If goods match the specs all charges of forward and return logistics shall be borne by the client.
4. Either Bizongo or Vendor will not be taking any arbitrary rejection, every rejection will have to be communicated properly with supporting evidence such as photographs, videos, or any other test done at client's end.
5. Vendor can assess these supporting documents and take a decision to accept the rejections or in case of dis-agreement, Vendor can/shall get the physical verification done for the shipment, either by visiting the client's facility or through any other way as may be deemed feasible. Eventually, the onus of establishing the correct reason for rejections lies with Vendor, Bizongo will facilitate all the approvals/supports required from the client side
6. Any rejection call from the client has to be closed with-in a time frame of 2 weeks.

**Delivery Instruction:**

Client shall unload the vehicle within 3 hours of arrival. Vehicle shipment will be attempted during working hours and the client shall unload the same, immediately after the arrival. If there is any specific delivery slot client shall Inform Bizongo one day before dispatch. For additional halting, client will be charged as follows:

1. Halting charges at actuals will be charged upon delay by the Client in the unloading of Products beyond 3 hours.
2. Charges at actuals will be charged upon canceling delivery of the Products after dispatch is done.

**Termination of contract:**

1. In the event of a Client or Bizongo wishing to terminate the TnC document, each party shall serve 30 days' prior written notice to the other party of its intention to do so.
2. Any POs raised and accepted before such intimation shall be fulfilled by Bizongo and delivery of the entire quantity and the inventory maintained previously thereunder will be accepted by Client.

We acknowledge that the terms & conditions mentioned above are read, understood and accepted by us.

|  |  |
| --- | --- |
| For SMARTPADDLE TECHNOLOGY PVT. LTD.  Tarun Soni  Director  [Date] : | For [Client Company]    [Client Name]  [Client Designation]  [Date] : |

**4. TERMS FOR MAINTAINING INVENTORY**

**Scope of inventory holding:**

Bizongo shall maintain an inventory of the Products in its warehouse based on the monthly consumption agreed upon with the client to ensure on-time delivery and availability of the SKU’s in consideration.

For maintaining inventory:

1. The client will place a purchase Order with a validity date within which the material will be picked up.
2. The inventory Bizongo will hold is given in the table below.
3. The Client confirms that it is liable to pick up 100% of the inventory maintained by Bizongo for which inventory levels have been agreed upon. (Given Below)
4. Any variation in inventory level to be maintained will be discussed and agreed upon mutually by both Bizongo and the Client.
5. Bizongo shall maintain this inventory of the Products for a maximum of 30 days. For holding inventory beyond 30 days, a warehousing charge of 1% of invoice value per 15 days will be passed on to the client.
6. Bizongo shall arrange to give visibility of the inventory in real-time on its ProcureLive platform (<https://bizongo.com/procure-live/>) or will email it on a weekly basis.
7. If the Client wishes to change the pre-approved artwork of the Products, such revised artwork should be provided to Bizongo 30 days in advance. The timeline to incorporate the new artwork will be agreed upon between Bizongo and the client. However, the client will be responsible to consume the inventory agreed upon with Bizongo and the raw material purchased for the production of the SKU’s with the old artwork.
8. If the client decides to discontinue the SKU or stop the business he is liable to pick up the inventory produced and stored in the Bizongo warehouse.

Details of agreed upon inventory:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Bizongo | | Client | | Bizongo Warehouse Location | Agreed Inventory level |
| SKU Code | SKU Desc | SKU Code | SKU Desc |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

We acknowledge that the terms & conditions mentioned above are read, understood and accepted by us.

|  |  |
| --- | --- |
| For SMARTPADDLE TECHNOLOGY PVT. LTD.  Tarun Soni  Director  [Date] : | For [Client Company]    [Client Name]  [Client Designation]  [Date] : |