

Agreement with Sellers

We offer to the Seller our services for facilitating online sale of the Seller's product which shall include hosting and technology, customer support, logistics services, payment services and all the other related services. We ensure customer satisfaction on behalf of the Seller through the SEV Bazaar Portal created on the E-Commerce (Android / iOS) both platform.

Based on mutual discussions, it is agreed by and between the parties hereto that the Seller shall give up for sale its Products on the "SEV Bazaar APP", subject to the terms and conditions hereinafter contained. Seller further agrees and acknowledges that the shopping transaction shall be governed by the "Terms of Use" of SEV Bazaar (incorporated in this agreement by way of reference and forms part of this Agreement) along with this Agreement.

NOW THIS AGREEMENT WITNESS 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 Sev Bazaar.
- 1.2. **"Customer"** shall mean any individual, group of individuals, firm, company or any other entity placing an order for the Products of the Seller through the Online Store.
- 1.3. **"Price"** shall mean the cost at which the Products are to be delivered to the Customer exclusive of shipping charges, if any.
- 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 Seller at the time of execution of this Agreement.
- 1.6. **"Seller"** shall mean the entity, which sells its products through the Online Store.
- 1.7. **"Online Store"** shall mean a virtual electronic store created on the Sev Bazaar online portal for sale of the Seller's Products either through web site of the Company or any other gadget or instrument displaying the particulars of the Seller's Products available for sale or any other means by which the Customer places an order for the Product of the Seller.
- 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 the online store.
- 1.9. **"Products"** shall mean items of the Seller put up for sale on the Online Store by the Seller.
- 1.10. **"Sev Bazaar"** means an online platform owned and operated by the Company Shivrai Business Venture. That facilitates the shopping transaction between the Seller and the Customer.
- 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. **“Service charge”** shall mean the margin per transaction charged by the Company to the Seller at the rates agreed to between the parties, upon the sale of product on online store.

Arrangement

Based on mutual discussions, it is agreed by and between the parties hereto that the Seller shall put up for sale its Products on the said Online Store, subject to the terms and conditions hereinafter contained.

1. Consideration and Payment Terms

1. The Seller shall receive orders and Company shall receive Payment on behalf of the Seller by SEV Bazaar. In consideration of the services rendered under.
2. In the event any order is reversed due to “Damaged product”, “Quality Issue”, “Not delivered” or “Wrong Item delivered”, Seller agrees that the Company shall not be responsible. Seller will be responsible to replace/refund the customer.
3. In case of failure to deliver the order Seller shall be liable to bear all the cost and claims (including cost of legal proceedings, delivery, claims, etc.) raised against the Company.
4. In case of product bounce back due unavailability of the customer at the address. The product will be hold by delivery for two days then will be returned to the Seller. The order will be considered cancelled.
5. The Company shall pay the, Seller recovered product amount in respect of approved order(s) through the SEV Bazaar and Cheque will be handover after 15 days or at the end of Month after deduction of commission % amount (including refund deductions etc.)

2. Obligations of the Seller

1. Seller shall provide full, correct, accurate and true description of the product so as to enable the customers to make an informed decision.
2. Seller shall be solely responsible for the quality, quantity, merchantability, guarantee, warranties in respect of the products offered for sale through the online store.
3. At all times Sellers should have access to the Internet, phone, Seller dashboard and its email account to check the orders status.

4. On receipt of the order, Seller shall dispatch the products immediately to match the timeframe of product delivery specified on the online store.
6. In respect of the orders for Products placed through the SEV Bazaar, Seller shall submit proof of dispatch to the satisfaction of Company within 24 hours of the request made by Company.
7. The Seller must record video for each product order packaging to justify the product authenticity in case of any claim received by the Company through the user.
7. Seller must update the Order Status on a daily basis.
8. The Seller shall dispatch the Products of same description, quality and quantity and price as are described and displayed on the Online Store and for which the Customer has placed the order.
9. Seller shall raise invoice in the name of Customer. Seller further undertakes and agrees to raise the invoice of an amount equivalent to the amount displayed on the online store to the customer and paid by/charged to the customer.
10. The Seller shall ensure that they own all the legal rights as per food licenses of the Products that they choose to sell online through SEV Bazaar APP.

Through the interface provided by the Company on the creation on Online Store of Seller, 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 online store.

4.2. Seller 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. Seller 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.

The Seller 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,

The Seller shall not offer any Products for Sale on the Online Store, which are prohibited for sale, dangerous, against the public policy, banned, unlawful, illegal or prohibited under the Indian laws.

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

4.17. The Seller 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 Seller 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.

- The Seller Panel will be handover to the Seller to manage the online store. The username and password needs to be kept confidential.

- If any error found in the panel contact Sev Bazaar support team as soon as possible.

Warranties, Representations and Undertakings of the Seller

The Seller 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

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.

5.7. Seller 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. Seller shall pay the Company a service charge as specified by the Company on every transaction it enables and that Seller shall provide all completed transaction details to the Company for record keeping and reconciliation.

5.9. That Seller shall draw the invoice / bill directly in the name of the Customer.

5.10. Seller shall be able to promote/ create product ads themselves through a paid service with separate terms and conditions.

Company reserves the right:

6.1. Seller 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 online store by the Seller without any prior intimation to Seller 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 Sev Bazaar Website. In such an event, the Company reserve the right to forthwith remove/close the online store of the Seller without any prior intimation or liability to the Seller.

6.2. Company reserves the right to provide and display appropriate disclaimers and terms of use on Sev Bazaar portal.

6.3. At any time if the Company believes that the services are being utilized by the Seller or its Customer in contravention of the terms and provisions of this Agreement, Terms and conditions of use of Sev Bazaar, 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 Seller to forthwith remove/block/close the online store of the Seller and furnish such details about the Seller and/or its customers upon a request received from the Legal/ Statutory Authorities or under a Court order.

7. Indemnity

7.1. The Seller 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 Seller's product, the breach of any of the Seller'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 Seller 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 available to the Customers.

7.2. The Company agrees to indemnify and to keep indemnified the Seller 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 shall survive the termination or expiration of this Agreement.

8. Company not Liable

8.1. The Company on the basis of representation by the Seller has created the online store of the Seller on Sev Bazaar portal to enable Seller to offer the Seller's products for sale through the said Online Store. 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 Seller, 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. Seller agrees and acknowledges that

8.3. Seller shall be solely liable for any claims, damages, allegation arising out of the Products offered for sale through its online store (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 Seller or any of its representatives.

8.5. The Seller hereby agrees, confirms and acknowledges that the Product is owned by the Seller and that the Company is merely a facilitator for sale of the Seller'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 website/ online store.

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 **12 months 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:

9.2.2. Seller 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 Seller.

9.2.4. If the Seller 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 Online store with immediate effect.

Company shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the Seller 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.

11. Jurisdiction and Governing law

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

11.2. Subject to the provisions of negotiation and arbitration each Party irrevocably and unconditionally submits to the jurisdiction of Courts at Indore.

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, sub contractable or conveyable by Seller, 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:

Seller agrees and undertakes to maintain the confidentiality of the information and

user/customer data disclosed, generated or made available to Seller under this Agreement. The said information shall not be used by the Seller for any purpose other than for the performance of its obligations under this Agreement. Seller 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, Seller 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.