



CHHAYA KART VENDOR SERVICE AGREEMENT

Vendor Services Agreement (hereinafter referred to as "Agreement") is made by and between:

_____ (Vendor Name), a vendor incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at _____, of One Part; and Chhayakart aka Goldsmith Internet Private Limited ("Chhayakart") an e-commerce service provider incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 21B ZP Colony, Near Dutt Mandir, Deopur, Dhule 424002, Maharashtra, India, of Other Part.

Vendor and Chhayakart shall hereinafter be individually referred to as "Party" and collectively as "Parties"

Whereas,

Vendor is inter alia engaged in the business of manufacturing and/or developing and/or selling various goods and related services in the Territory of India ("Business");

Chhayakart is inter alia in the business of developing and operating e-commerce businesses for self-help groups, women entrepreneurs, independent third party retailers and manufacturers and providing for those entities / persons, Chhayakart proprietary technology, website/web-application design and development capabilities, order processing capabilities, customer service capabilities, fulfillment capabilities and payment management to enable those entities / persons to offer e-commerce to their customers and such services include Platform Services (as defined hereunder) and Transaction Support Services (as defined hereunder) ("Chhayakart Business").

Vendor has approached Chhayakart to avail Chhayakart Business for the purpose of Vendor's Business and Chhayakart has agreed to make available Chhayakart Business to Vendor by following mandatory documentation and payment of consideration amount as discussed among the parties.

Now therefore, in consideration of the mutual promises and other consideration, the sufficiency of which is acknowledged, the Parties, intending to be legally bound, agree as follows:

CONSIDERATION AND PAYMENT TERMS

Payment Terms

1. Product prices are finalized at the time of signing this contract for all the products from Vendors. Chhayakart shall pay the Vendor an amount as per the order price and size. However, in the event, the Vendor handles the Shipment of the Products, Chhayakart shall pay to the Vendor an amount recovered as Price minus the services charges as decided on the signing of this contract.



2. In the event any order is reversed due to “Damaged product”, “Quality Issue”, Vendor agrees that the Chhayakart shall levy the Services charges, plus a penalty of the service charge of the product as may be decided between the vendor and Chhayakart and the said charges will be deducted from the amount due and payable to Vendor.
3. Moving further Chhayakart will 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 event Vendor shall be liable to bear all the cost and claims raised against the Chhayakart.
4. The Vendor hereby agrees that the Chhayakart works on 35%-40% markdown on the MRPs inclusive of GST on its platform.
5. Payment reimbursement of the Sale Proceeds to Vendor shall be done by the Chhayakart in the following manner:
 - 5.1. Vendor shall prepare a consolidated advice list of all orders delivered to the Chhayakart at 30th of every month and submit it with the entire monthly invoices via email to the Chhayakart.
 - 5.2. Chhayakart will make the payment within Seven (7) working days of receipt of advice process the amount due to Vendor and dispatch the payment Online / Cheques as decided between the Vendor and Chhayakart.

TAXES

6. Each Party shall be responsible for any and all taxes on its business, and taxes based on its net income or gross receipts. However, Chhayakart shall be entitled to additionally charge service tax or any other indirect or transaction taxes as applicable on one or more of the Chhayakart Business and Services Fees.

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

FOR VENDOR

DATE: _____

SIGN & SEAL: _____

Name: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

FOR CHHAYAKART

SIGN & SEAL: _____

surajchaudhari

Name: SURAJ CHAUDHARI

TITLE: Co-founder and CTO

GOLDSMITH INTERNET PVT LTD

ADDRESS: 21B ZP Colony, Near Dutt Mandir,
Deopur, Dhule 424002, Maharashtra, India