# **Supplier Partnership Agreement Template: Ranée Rouge**

This Supplier Partnership Agreement (the "Agreement") is entered into on [Date], by and between:

**Hawlton Holdings (Pvt.) Ltd.**, a company to be incorporated under the laws of Pakistan, operating the e-commerce brand **Ranée Rouge** ("Ranée Rouge"), with its principal place of business at [Your Address], and represented by its Co-Founder [Your Name, Jahangir];

and

**[Seller's Full Business Name]**, a business entity operating under the laws of Pakistan, with its principal place of business at [Seller's Address], and represented by its owner/proprietor [Seller's Name];

(collectively referred to as the "Parties").

## **1. Introduction & Purpose**

This Agreement establishes a formal partnership wherein the Seller will provide high-quality artificial jewelry products for sale on the Ranée Rouge e-commerce platform. The purpose of this collaboration is to enable the Seller to reach a broader customer base through Ranée Rouge's marketing and platform, while ensuring all products and services meet Ranée Rouge's quality and customer experience standards. **Ranée Rouge will not purchase or hold any inventory from the Seller.**

## **2. Term & Termination**

**2.1. Term:** This Agreement shall commence on the Effective Date and continue for an initial term of **twelve (12) months** ("Initial Term"). The Agreement will automatically renew for subsequent one-year terms unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the current term.

**2.2. Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice to the other Party if:

* The other Party materially breaches any provision of this Agreement and fails to cure the breach within ten (10) days of receiving written notice.
* The Seller demonstrates a pattern of negligence in product quality, resulting in sustained bad customer feedback or a high rate of returns. In such cases, Ranée Rouge may terminate the agreement on an immediate basis.

**2.3. Termination without Cause:** Either Party may terminate this Agreement for any other reason with sixty (60) days' written notice to the other Party.

## **3. Product Listing & Sales**

**3.1. Product Vetting:** Ranée Rouge shall initially inspect the Seller's products to ensure they meet our quality and aesthetic standards. Upon approval, each product will be assigned a unique ID, and its fixed price, quality KPIs, and other details will be documented in a shared Product List.

**3.2. Listing on Platform:** Ranée Rouge will be responsible for creating professional product listings, including photography and descriptions, on its website. The products listed on the website shall correspond exactly to the items in the approved Product List.

**3.3. Sales & Commission:** Ranée Rouge will handle all sales transactions on the website. For each sale, Ranée Rouge will pay the Seller a pre-agreed amount (e.g., 50% of the AOV), keeping the remainder as its commission.

## **4. Quality Assurance & Liability**

**4.1. Seller's Responsibility for Quality:** The Seller warrants that every product shipped to a customer will be of the same quality and standard as the items approved during the initial vetting process. The Seller is fully responsible for ensuring the quality of each individual item prior to shipment.

**4.2. Returns & Replacements:** If a customer returns a product due to a quality issue, the Seller shall be solely liable for the cost of a replacement or refund. This includes any associated logistics fees. Ranée Rouge will deduct these costs from the Seller's payout.

## **5. Order Fulfillment & Logistics**

**5.1. Order Process:** Upon a customer placing an order on the Ranée Rouge website, Ranée Rouge will notify the Seller with the customer's details and the product ID.

**5.2. Seller's Responsibility:** The Seller is responsible for:

* Packing the product securely and professionally, using the Ranée Rouge branded packaging provided.
* Handing over the packaged product to the designated third-party logistics partner within 24 hours of receiving the order notification.
* The Seller shall not be responsible for any logistics or shipping costs to the customer.

## **6. Payment & Payouts**

**6.1. Invoicing:** Ranée Rouge will provide the Seller with a summary of sales and associated payouts on a weekly or bi-weekly basis, as mutually agreed upon.

**6.2. Payouts:** Ranée Rouge will remit the total amount due to the Seller (total sales less commission, fees, and any deductions for returns) via bank transfer on a regular schedule (e.g., weekly or bi-weekly).

## **7. Representations and Warranties**

**7.1. Authority:** Each Party represents and warrants that it has the full power and authority to enter into and perform its obligations under this Agreement.

**7.2. Product Compliance:** The Seller represents and warrants that all products supplied:

* Are of merchantable quality and fit for their intended purpose.
* Are free from any claim of intellectual property infringement by any third party.
* Comply with all applicable laws and regulations in Pakistan.

## **8. Confidentiality**

**8.1. Confidential Information:** "Confidential Information" includes, but is not limited to, pricing, supplier lists, customer data, marketing strategies, business plans, and trade secrets.

**8.2. Obligations:** Both Parties agree to keep all Confidential Information confidential and not to disclose or use it for any purpose other than fulfilling their obligations under this Agreement. This obligation survives the termination of this Agreement.

## **9. Indemnification**

The Seller agrees to indemnify, defend, and hold harmless Ranée Rouge from any and all claims, damages, liabilities, costs, and expenses (including legal fees) arising from or in connection with:

* Any breach of the Seller's representations and warranties in this Agreement.
* Any claim that the products infringe on the intellectual property rights of a third party.
* Any personal injury or property damage caused by the products.

## **10. Force Majeure**

Neither Party shall be held liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to an event beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, natural disasters, or government regulations. The affected Party must promptly notify the other Party in writing of such an event.

## **11. Dispute Resolution & Governing Law**

**11.1. Negotiation:** In the event of any dispute, the Parties agree to first attempt to resolve the matter through good faith negotiation.

**11.2. Governing Law & Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of Pakistan. Any unresolved disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts in Karachi, Pakistan.

## **12. General Provisions**

**12.1. Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings, whether written or oral.

**12.2. Amendment:** This Agreement may only be amended by a written document signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**For Ranée Rouge (Hawlton Holdings Pvt. Ltd.)**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Jahangir

Title: Co-Founder

**For [Seller's Full Business Name]**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Seller's Name]

Title: [Seller's Title]