

Ref. ....

Date.....

### **VENDOR AGREEMENT**

This Vendor Agreement ("Agreement") is executed on this the..... day of.....2017 by and between:

**E-seller guru (E-Com Service Provider)** having its registered office at 42/158, Meston Road, Kanpur and our Branch office **14/76 K, Civil Lines, Kanpur Uttar Pradesh India** and \_\_\_\_\_ an individual / Partnership Firm/Company registered under the Companies Act, 1956 and having its office at

---

Operating business in the name of \_\_\_\_\_ (herein after referred to as the "Vendor" including all its successors and permitted assigns).

Each of the parties hereto is referred to individually as "party" and collectively as "parties" +

#### WHEREAS

- A. E-seller guru is engaged in the business of creating, developing and maintaining various online portals for providing content information to customers given by mention Vendor \_\_\_\_\_
- B. The vendor is engaged in the business of \_\_\_\_\_
- C. Vendor has approached E-seller guru and is desirous of entering into an agreement with E-seller guru, for the purposes of selling various kinds of products, goods and materials hereto on On-line B2C platform.

NOW IT IS HEREBY AGREED by and between the Parties as follows:

**1. E-seller guru Obligations:**

- a) E-seller guru shall on best effort basis, provide an online platform for display / sale / promotion of the Vendor's Products, in accordance with Vendor's requirement.
- b) E-seller guru shall suggest various on-line Platforms [e-commerce website] to vendor to facilitate the vendor to receive orders and for Vendor's products displayed online.
- c) E-seller guru will pass the details of the order placed by a customer to the Vendor or will Handle self.

**2. Vendor's Obligations:**

- Vendor shall be solely responsible to deliver/dispatch the product/s with 2 working days from date of receipt of Order from E-seller guru. In case, Vendor fails to deliver/dispatch the product in whole within the specified time, all orders will stand automatically terminated by online companies and E-seller guru shall not be liable to make any payments to the vendor for such terminated orders.
- The details of the products which the Vendor seeks to display for sale on shopping Platform is to be shared with E-seller guru on their formats.

Vendor should provide a self-attested set of mention documents -

- a. Pan card [if proprietorship then individual, if partnership than company]
- b. Tin certificate & CST certificate
- c. Address proof
- d. Cancel Cheque with sign & stamp
- e. Image of Brand logo
- f. Brand declaration

- Vendor shall provide the details of stock /inventory / current offers of all Products listed in formats of E-seller guru, on timely basis, in format prescribed by E-seller guru, so that only those products are listed whose stock is available with Vendor.
- Vendor agrees and undertakes to update E-seller guru within specified Turnaround Time (TAT) of inventory / case / order (delivery/dispatch) status and fully indemnifies against any claim in this regard.
- Vendor agrees and undertakes that the Products dispatched/delivered by Vendor are accompanied with invoice, delivery challan, guarantee/warranty card, instruction manuals, free materials, etc. including all other relevant documents as required under statutory and governmental regulations in India, on case to case basis. Vendor agrees to provide actual proof of dispatch and other related documents to E-seller guru.

- Vendor/ E-seller guru shall ensure that all products are dispatched / delivered with packaging slip generated from online panel/platform for each order.
- E-seller guru will co-ordinate with Vendor to settle within specified TAT, all and any issues with the customer in coordination with online companies, to the satisfaction of the Customer.
- Vendor will be solely responsible for the payment of all the applicable taxes, including but not limited to all sales tax, service tax, octroy and other levies as required on the web-site selling price of the products, sold through its (Vendor's) store on websites. Vendor shall also pay the other statutory levies like TDS, Service Tax on commission, applicable as per the laws and rules of the land and to the account of Vendor.
- In case, any complaint, with respect to the product of the Vendor is received from a customer, including late/partial/non-delivery, quality of the product, defective product, etc., Vendor shall be liable to give compensation / 100% free replacement / refund for dishonouring of commitments, made by using On-line Platform. ..The amount of compensation, if any and / refund will be borne from the account of the Vendor. Therefore, the payment due to the Vendor by companies will be reduced by the said amount.
- The vendor agrees that they will not share any personal information like name, address etc. of the end customer with any third party under any circumstances without prior consent of E-seller guru.
- Vendor and E-seller guru shall mutually decide the days of publication of Readers offer and the offers of the product to be published through the Reader's offer at online/offline (print) platform.

### **3. Vendor's Payment Obligations:**

- If in some case if there is a delay in the payment on due date, then the vendor agrees to give a proper justification for the delay and after that we will decide to give the vendor a grace period of 3 days for making the payments failing to which the vendor's account goes on hold or can be suspended and the vendor will be liable for any loss of visibility in the portals.

### **4. Rights & Job of E-seller guru:**

- E-seller guru will engage in providing best quality images of products provided by vendor to publish in online websites fulfilling websites norms as per discussed time.
- E-seller guru will be responsible for fulfilment of all content/costing etc. sheets provided by e-com companies with full co-operation of details provided by vendor as E-seller guru is not responsible for any content right/wrong given by vendor.
- E-seller guru will suggest, inform, share the Web Sale Price or transfer price [Transfer Price is the price which is to be paid to end vendor] of articles given by vendor. As transfer price of each website may differ due to difference in commission slots.

- E-seller guru is not fully responsible for payments of vendor as no payment is directly linked with E-seller guru. Once company releases the payment we will share full details to the vendor.
- E-seller guru will share all new concepts of upcoming projects with vendor; after vendor signs, new agreement of new project E-seller guru can start it.

For: E-SELLER GURU  
Authorised Sign: \_\_\_\_\_

For: \_\_\_\_\_  
Authorised Sign: \_\_\_\_\_