

## **Drop Shipping / Marketplace Arrangement**

*Effective Date:* Upon Vendor's electronic acceptance

By clicking "I Agree", the Vendor acknowledges that they have read, understood, and agree to be bound by the terms of this Vendor Agreement ("Agreement") with GoIndia Media, a company incorporated under the Companies Act, 2013, having its registered office at 36, 4th Trust Cross Street, Mandavelipakkam, Chennai – 600028 ("Platform").

This Agreement governs the Vendor's listing, sale, delivery, and management of products on the Platform.

### **1. Acceptance of Terms**

By clicking "I Agree", the Vendor confirms that:

- They are legally authorized to act on behalf of the business they represent.
- They accept all terms, obligations, responsibilities, and liabilities outlined in this Agreement.
- Their click constitutes a legally binding electronic signature under the Information Technology Act, 2000.

If the Vendor does not agree to the terms, they must discontinue the registration process.

### **2. Role of the Platform**

2.1 The Platform operates solely as an online marketplace and technology provider. It:

- Does not manufacture, sell, own, or control the Vendor's products.
- Is not responsible for product quality, legality, safety, packaging, or delivery.

2.2 The Vendor sells directly to customers through the Platform.

### **3. Vendor Responsibilities**

The Vendor agrees to:

#### **3.1 Product Listings**

- Provide complete, accurate, and lawful product information, including descriptions, images, pricing, specifications, warranties, and statutory details.
- Ensure products comply with all applicable laws (GST, Legal Metrology, Consumer Protection Act, etc.).

### 3.2 Product Quality & Legality

- List only genuine, safe, compliant, and legal products.
- Not list counterfeit, banned, or hazardous goods.

### 3.3 Inventory & Fulfilment

- Maintain adequate stock.
- Handle packaging, shipping, and delivery directly to customers.
- Provide delivery updates and tracking information.

### 3.4 Returns, Refunds & Customer Support

- Process all returns, exchanges, and refunds.
- Provide after-sales support, warranty services, and complaint resolution.

### 3.5 Indemnity

Vendor shall indemnify the Platform against any claims arising from:

- Product defects, safety issues, misrepresentation, or legal non-compliance
- Delivery failure or delays
- Customer complaints
- Intellectual property violations
- Any breach of this Agreement

## 4. Product & Logistics Requirements

- Vendor bears full responsibility for packaging, shipping, delivery timelines, and compliance.
- Vendor must include invoices, warranty cards, and required documentation.
- Any defective, damaged, unsafe, or non-compliant delivery is the Vendor's sole liability.

## 5. Returns & Exchanges

- Vendor must honour return and refund policies as per e-commerce laws.
- The Platform is not liable for disputes between Vendor and customer.
- Vendor must provide clear return/refund policies and resolve requests promptly.

## **6. Vendor Information & Compliance**

Vendor must provide accurate GST, PAN, address, contact details, and any mandatory licenses.

Vendor is responsible for accuracy; the Platform is not liable for misrepresentations.

## **7. Indemnity**

The Vendor agrees to fully indemnify the Platform for:

- Product-related claims
- Customer disputes
- Legal violations
- Fraud, negligence, or misrepresentation
- Breach of this Agreement

Indemnity survives termination.

## **8. Platform Liability Limitations**

The Platform will not be liable for:

- Product quality, legality, authenticity, performance, or safety
- Pricing errors or misrepresentation by Vendor
- Delivery issues
- Customer disputes
- IP infringement claims related to Vendor's products

Maximum liability (if any) is limited to the commission earned for the specific disputed transaction.

## **9. Data Protection & Privacy**

Vendor agrees to comply with DPDP Act, 2023 and E-Commerce Rules.

Vendor must:

- Use customer data only for order fulfilment.
- Not store, misuse, sell, or rent customer information.

- Maintain adequate data security.

Any data breach caused by the Vendor is their sole responsibility.

## **10. Payment & Settlement**

### **10.1 Payments**

Customer payments are collected by the Platform on the Vendor's behalf.

### **10.2 Commission**

Platform charges 20% commission on net sale value (exclusive of taxes).

### **10.3 Settlements**

- Settlement occurs 7–10 working days after refund window closes.
- Platform may adjust amounts for refunds, chargebacks, or penalties.

### **10.4 Taxes**

- Vendor is responsible for taxes on their sales.
- TDS under Section 194-O must be applied where applicable.

## **11. Term & Termination**

### **11.1 Duration**

Agreement remains active until terminated.

### **11.2 Termination Without Cause**

Either party may terminate with 60 days' notice.

### **11.3 Immediate Termination by Platform**

The Platform may terminate immediately if Vendor:

- Lists counterfeit or illegal products
- Commits fraud, misrepresentation, or breach
- Violates laws or harms Platform reputation

### **11.4 Consequences**

Vendor must:

- Stop listing products immediately
- Complete/resolve existing orders
- Delete all Platform confidential information

Certain clauses survive termination.

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

- Governed by Indian law.
- Courts of Chennai, Tamil Nadu have exclusive jurisdiction.
- Disputes first resolved amicably; if unresolved → Arbitration (sole arbitrator), Chennai.

## **13. Electronic Acceptance**

By clicking “I Agree”, the Vendor confirms that:

- They accept this Agreement electronically.
- This forms a legally binding contract under Indian law.
- They consent to receive communications electronically.