

SELLER AGREEMENT

This SELLER AGREEMENT hereinafter referred to as "Agreement" is made at **NEW DELHI, INDIA** on this day of _____ **2016**, (_____, Two Thousand and Sixteen) by and between _____, having its Principal _____ and Registered _____ office at _____, acting through its Authorized Representative Mr. _____, hereinafter referred to as "**THE SELLER**" (which expression shall include its successors and permitted assigns) shall constitute the **FIRST PART**;

AND

SUPER E FACTORY DEPOT PRIVATE LIMITED, a Private Limited Company incorporated under the Companies Act, 1956 having its Registered office at B-7, W.H.S. Kirti Nagar, New Delhi-110015, India, hereinafter referred to as "**TRADOLOGIE.COM**" (which expression shall include its successors and assigns) shall constitute the **SECOND PART**.

THE SELLER or TRADOLOGIE.COM may be referred to as "THE PARTY" individually or as "THE PARTIES" jointly/collectively as may be required by the context.

RECITALS:

- A. TRADOLOGIE.COM is the owner of the domain name tradologie.com, hereinafter referred to as "**WEBSITE**".
- B. WEBSITE is an online market place and provides an e-trading platform connecting the Buyers, Sellers, Distributors, Retailers, Agents etc., around the world through a virtual space to communicate, negotiate and undertake transactions for wide spectrum of products.
- C. TRADOLOGIE.COM through the WEBSITE formulates end to end Dynamic Negotiation Mechanism between a Buyer and Supplier/Suppliers which allows them to negotiate and finalize order/orders. The Parties negotiate and finalize the transactions as per agreed specifications, shipment schedules, packaging needs, payments terms and inspection protocols.
- D. TRADOLOGIE.COM's role is limited to Managing the WEBSITE where the products are displayed with necessary incidental services required to enable the transaction between the Supplier(s) and Buyer(s). The role of TRADOLOGIE.COM is limited only as a Facilitator.
- E. THE SELLER is engaged in the business of _____ and being desirous of utilizing the services of the WEBSITE of the TRADOLOGIE.COM for e-trading and marketing with/to the prospective Buyers around the world on payment of the charges for the services rendered by the TRADOLOGIE.COM through the WEBSITE.
- F. Both THE PARTIES are committed to each other and agrees to provide necessary services and information as may be needed to fulfill the objective of mutual business goal.

- G. With the above mentioned purpose THE PARTIES agrees to enter into this AGREEMENT. The Annexure_____ to _____ attached with AGREEMENT shall also form part of this AGREEMENT and shall be read into the AGREEMENT wherever referred.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS

- a. **AGREEMENT:** Unless it be contrary to the context or meaning thereof, it shall mean and include the present “Seller Agreement” for the Registration of the Seller with the TRADOLOGIE.COM for purpose of e-trading and marketing, and includes the User Application Form duly completed and its attachment(s), the Security Policy, Privacy Policy and any other rules and policies of the Website that TRADOLOGIE.COM may publish from time to time.
- b. **BANNED GOODS:** Means any goods, products, articles including services which are illegal and/or banned/prohibited under any provision of laws of India. It shall also include any goods, products, articles, or services, which require any special license or permission from the Government Authority in India unless the Seller has the license so required.
- c. **BUYER:** Means any person including an individual, company, association, society, firm, etc. or any juristic personality by whatever name called and a citizen of any nation who as a user accesses the Website for the purpose of purchasing any goods or services.
- d. **INVOICE:** Means the bill issued by the Seller disclosing the statement of the amount due towards the purchase of the goods or service(s) by the Buyer through the Website.
- e. **SELLER:** Means any person including an individual, company, association, society, firm, etc. or any juristic personality by whatever name called and a citizen of any nation who as a user accesses the Website for the purpose of selling any goods and/or services.
- f. **SENSITIVE PERSONAL DATA/ INFORMATION:** Means such personal information of The Seller which is not freely available or accessible in public domain or comes within the statutory provision of disclosure under Right to Information Act, 2005 or any other law for the time being in force and which consists of information relating to:
- i) account of The Seller provided by the TRADOLOGIE.COM on the Website consisting of the unique login id and password.
 - ii) financial information such as Bank Account(s) detail, Credit Card(s) and/or Debit Card(s) detail or details of any other instrument of payment.
 - iii) biometric information.
 - iv) any information of similar nature as stated in the above mentioned sub clauses of this clause.
- g. **WEBSITE:** Means tradologie.com and includes any link which opens with the Website and unless repugnant to the subject and context thereof includes other websites operated by TRADOLOGIE.COM.

2. SELLER REGISTRATION & ACCOUNT

- 2.1** The Seller shall get the Registration Form duly filled, signed and submitted along with the necessary fee and requisite documents for getting the Seller Registered on the Website of the TRADOLOGIE.COM for utilizing its services. Upon registration of the Seller on the Website, the Seller shall receive a unique login id and a confidential password.
- 2.2** The Seller undertakes to comply with all the formalities of Registration with TRADOLOGIE.COM in its individual capacity or through its Representative duly authorized in writing, as the case may be. The Seller shall provide all the relevant details and information as required by the TRADOLOGIE.COM to Register the Seller. The Seller shall be bound to provide the TRADOLOGIE.COM with true, correct and up to date information only as may be required by the TRADOLOGIE.COM for Registration. If the information provided by the Seller is found out to be not up to date, untrue, incorrect, false, wrong, misleading, or any information which ought to have been provided by the Seller to the TRADOLOGIE.COM but concealed at the time of Registration, then the TRADOLOGIE.COM shall be at liberty to cancel the Registration of the Seller without any notice and without any refund of Registration Fee. TRADOLOGIE.COM may in its sole discretion suspend or terminate or block access to the account of the Seller and refuse to provide access to the Website.
- 2.3** This Agreement shall be subject to the performance of this clause and in case of failure of the Seller to get Registration done within 3 months of entering into Agreement, this Agreement shall stand cancelled. Unless the Seller registers itself with the TRADOLOGIE.COM no provision of this Agreement shall come into effect. However, TRADOLOGIE.COM on its own discretion or upon the request of the Seller in writing may grant further time period to the Seller to get the Registration done.
- 2.4** The TRADOLOGIE.COM shall not be responsible for any damages or loss accruing to the Seller for the reason of cancellation of the Registration and any loss or damages arising out of the outdated, untrue, incorrect, false, wrong, misleading or concealed information, to the TRADOLOGIE.COM, shall be indemnified by the Seller.
- 2.5** The TRADOLOGIE.COM reserves the right to cancel or reject the Registration of the Seller in case the TRADOLOGIE.COM found the Seller to be not suitable. On such rejection or cancellation of the Registration of the Seller, this agreement shall also stand cancelled and the Registration Fee paid shall be refunded without any interest.

3. VERIFICATION OF THE SELLER

- 3.1** The Seller understands and agrees that the Registration for the service is subject to verification of the registration information and such other information about the Seller as deemed appropriate by TRADOLOGIE.COM. The Seller authorizes TRADOLOGIE.COM and its authorized third party security service provider (*hereinafter* "Verification Agency"), at TRADOLOGIE.COM's sole choice, to conduct the verification about the Seller and the Seller agrees to provide all necessary information and render all reasonable assistance and co-operation that either TRADOLOGIE.COM or the Verification Agency may require in order to

complete verification. A seller who successfully passes the verification process, may or may not be through the Verification Agency, shall be a Verified Seller.

- 3.2 If the Seller fails in the verification process for the first time, TRADOLOGIE.COM may conduct the verification for the second or more times, at the request of the Seller but on the Seller's own cost at an additional charge of Rs 5000/- per verification. TRADOLOGIE.COM shall not be obliged to conduct any verification after three (3) calendar months from the date of the first registration request, in any event. If the Seller fails to successfully complete the verification within the aforementioned 3 months' period, the request for the Website services will be deemed to be cancelled.
- 3.3 Any changes to the information that has been verified by the TRADOLOGIE.COM shall be subject to new verification at the Seller's own expense. If the Seller fails to make payment and the changed information is not verified, TRADOLOGIE.COM may, in its sole discretion, suspend or revoke all services to the Seller without any refund or compensation.
- 3.4 Upon each renewal, the verification shall be carried out by TRADOLOGIE.COM in accordance with the aforementioned sub-clauses. If the Seller heirs the service of TRADOLOGIE.COM for more than one year even, then the Seller shall undergo and pass the verification annually prior to the expiry date of the service each year.
- 3.5 The Seller agree not to hold TRADOLOGIE.COM and/or its Affiliates liable for any errors or omissions made (whether or not negligent, intentional or otherwise) by a Verification Agency. TRADOLOGIE.COM may, at its discretion, display the goods and services of the Verified Seller with a mark or sign denoting the seller to be verified by the TRADOLOGIE.COM. However, the Seller shall not make any use of such verification sign or mark for any purpose without prior written consent of TRADOLOGIE.COM.

4. **MEMBERSHIP**

- 4.1 The Seller Registered with the TRADOLOGIE.COM will be entitled to get membership of the TRADOLOGIE.COM on Website. By default, a Seller Registered with the TRADOLOGIE.COM will be given Basic Membership. The Schedule of the Membership is given at ANNEXURE A and forms part of this Agreement.
- 4.2 The Seller undertakes to make payment toward the Membership Fee, Commission and Participation Fee as charged by TRADOLOGIE.COM and also agrees to abide by the same in future as may be charged from time to time by the TRADOLOGIE.COM.
- 4.3 The TRADOLOGIE.COM reserves the right to increase or decrease the Membership Fee, Commission and Participation Fee from time to time in future. The TRADOLOGIE.COM also reserves the right to negotiate the Membership Fee, Commission and Participation Fee with other sellers in the interest of its business goal and the Seller shall not claim equality in the rates of fee charged from other sellers.

5. E-TRADE BY USE OF WEBSITE

- 5.1** The TRADOLOGIE.COM will provide the Seller with the interface on the Website for showcasing and displaying the goods and services. The Seller will be provided by the TRADOLOGIE.COM a facility of an E-Boucher and/or a Microsite depending upon the membership plan of the seller for the respective period.
- 5.2** The Seller shall upload the goods and services available with it to offer to the buyer through its account using the login id and confidential password or by using the services of the employees of the TRADOLOGIE.COM as may be authorized by TRADOLOGIE.COM in this respect. The Seller shall be required to provide the entire description of the goods or services relevant for transaction including but not limited to its price, quality, grade, quantity available, etc. so as to enable the buyer to opt for the sellers he wish to transact with.
- 5.3** The Seller shall not attempt to sell any goods by passing of or any banned goods. The TRADOLOGIE.COM shall have all the right to block and remove all such goods listed on the Website and shall also be entitled to suspend or terminate or block access to the account of the Seller and refuse to provide access to the Website.
- 5.4** The Seller shall be informed of the requirement as specified by the Buyer. The Seller shall be at liberty to accept the negotiation process for such order by entering the quotes / prices at which it is willing to supply the goods as desired by the Buyer.
- 5.5** Before entering the into negotiation process, the Seller shall share the credit card and/or debit card details with the TRADOLOGIE.COM. The TRADOLOGIE.COM shall be authorized to block/charge an amount towards the Commitment Fee/ Performance Guarantee Amount, as provided on the Website of the TRADOLOGIE.COM, for the transaction. In the alternative the Seller may also make a deposit of the said amount of commitment fee in the escrow/nodal/current account of TRADOLOGIE.COM.
- 5.6** The Commitment Fee shall remain blocked till the Negotiation Process is concluded. If the Seller remain unsuccessful in securing the order from the buyer it shall be entitled to refund of the Commitment Fee after deduction of the Participation Amount as per the schedule given in ANNEXURE A. No interest whatsoever shall be payable on the amount of Commitment Fee deposited by the Seller with TRADOLOGIE.COM.
- 5.7** If the Seller succeeds in securing the order from the Buyer, then the amount of Commitment Fee shall remain with the TRADOLOGIE.COM till the Seller successfully performs its obligation to the Buyer up to the delivery of the goods. The commitment Fee shall be refunded to the Seller on successfully performing the obligation without any interest after deducting the participation charges and commission of TRADOLOGIE.COM as agreed by the Seller at the time of registration with TRADOLOGIE.COM.
- 5.8** The TRADOLOGIE.COM is hereby authorized to collect the payment for all the orders placed with the Seller through the Website through the payment gateway provided by the TRADOLOGIE.COM or through the Nodal/ESCROW account maintained by TRADOLOGIE.COM. However, by providing the payment facility in respect of any sale booked through the Website the TRADOLOGIE.COM shall not become

any agent, manager or any representative of the Seller and the role of TRADOLOGIE.COM will only be limited as a facilitator of the sale and purchase transaction through the Website.

- 5.9 The Seller, by participating in the negotiation process, accepts the liability of completing the transaction to the satisfaction of Buyer and shall not be allowed to withdrawn in middle except on condition of forfeiture of Commitment Fee.
- 5.10 During the negotiation process the Seller shall not be entitled to increase the rate of the goods or services once offered to the Buyer. Acceptance by the Buyer of the rate offered by the Seller, shall constitute a bipartite agreement between the Seller and Buyer. The TRADOLOGIE.COM shall not be a party to the agreement between the Seller and the Buyer.
- 5.11 The Seller authorizes TRADOLOGIE (TRADOLOGIE.COM however has no obligation) to, directly or indirectly, in such form and at such time and conditions at TRADOLOGIE.COM's sole discretion, promote, on behalf of the Seller, any Materials, to the extent that TRADOLOGIE.COM does not materially modify such Materials. The Seller also agrees and undertakes that it shall be solely responsible for, and shall keep TRADOLOGIE.COM fully indemnified against any action, liability, claim, loss, damage and expense (including legal cost) arising from or related to such Materials.
- 5.12 The TRADOLOGIE.COM reserves the right to improve or update the services at any time, including improvement to or upgrade of the company and product classifications, ranking etc.

6. GUARANTEE FOR TIMELY DELIVERY, QUALITY AND QUANTITY

- 6.1 The seller guarantees timely delivery of the goods and services to the buyers at the place and time as desired by the buyer along with all the necessary information, manuals, accessories (where applicable) warranty documents (where applicable) or any other document so as to enable the Buyer to optimally utilize the product.
- 6.2 TRADOLOGIE.COM shall not be responsible for extending any support to the Seller for the purpose of making delivery of the goods or services and it shall be the responsibility of the Seller entirely for arranging the delivery of the goods.
- 6.3 TRADOLOGIE.COM has no role to play in setting the deadline for delivery of goods or services and, therefore, in no case the TRADOLOGIE.COM will grant any extension of time on its own. However, in the event of any request by the Seller for extension of time of delivery the TRADOLOGIE.COM shall extend its support to co-ordinate with the Buyer for the extension of time and any such extension of time of delivery shall be subject to the decision of the Buyer.
- 6.4 The request for extension of time of delivery shall be made by the Seller in writing within 7 days prior to the date of delivery. Sending of request by the Seller for

extension of time of delivery shall not ipso facto mean the extension of time of delivery.

- 6.5 The Seller shall ensure that the best quality of the goods and services as offered to the Buyer on the Website by display will be supplied. It shall be the responsibility of the Seller to provide the testing certificate of the goods, before delivery to the buyer, from the Lab or Centre or third party inspection agency as appointed by the Buyer.
- 6.6 In the event of any delay that may occur on account of testing the goods in desired Lab or Centre of the Buyer, the Seller shall be duty bound to intimate the TRADOLOGIE.COM immediately and also the Buyer so as to enable the TRADOLOGIE.COM to co-ordinate with the Buyer for extension of time of delivery. In the event of the failure of the Seller to intimate the TRADOLOGIE.COM for any reason of delay stated in this clause, the entire liability of delay shall be upon of the Seller.
- 6.7 The Seller shall be responsible to supply the quantity of goods ordered by the Buyer and in no case the Seller shall be permitted to supply part of the goods ordered for supply by the Buyer.
- 6.8.1 A variation of up to 5% in the quantity of goods ordered and goods delivered shall be allowed to the Seller. For the goods wherein variation is expected to be higher than provided herein, the Seller shall inform TRADOLOGIE.COM and the Buyer at the time of bidding process and before finalization of the order.
- 6.8.2 If the seller fails to inform the TRADOLOGIE.COM about the variation to be higher than provided herein then the shortage in the supplied goods over and above the variation allowed shall be considered as shortage. In case of any shortfall the Seller shall be liable for default to the tune of 5 times the shortfall and the Buyer shall also be entitled to be compensated appropriately by TRADOLOGIE.COM.
- 6.8.3 The Seller has to ensure that the quantity delivered to the buyer should not exceed the ordered quantity in any case. In case of such an eventuality, the TRADOLOGIE.COM shall contact the buyer to make the payment of the excess material delivered, on best effort basis but shall not be liable or responsible for the buyer failing in making payment of the excess quantity.
- 6.8.4 The seller also agrees to indemnify the TRADOLOGIE.COM against all consequences & disputes arising out of a scenario mentioned in clause 6.8.3.

7. PRICING AND PAYMENT TERMS

- 7.1 The Seller shall quote the selling price including all the direct or indirect taxes, VAT, sales tax, additional tax, entry tax, government duties, freight charges, insurance charges etc. as may be chargeable to the Buyer. The rate offered by the Seller at the time of the negotiation process shall be the final price of the goods to be sold. The invoice of the Seller shall be raised against the Buyer directly and shall provide the total cost of the goods sold to a Buyer at the rate agreed upon in the negotiation process.
- 7.2.1 **The TRADOLOGIE.COM shall not be liable to make any advance payment to the Seller under any circumstances.**
- 7.2.2 The Seller will have no right to demand any part of the payment in advance irrespective of the fact that the payment has been made by the Buyer in advance to the TRADOLOGIE.COM

- 7.3 The TRADOLOGIE.COM shall release the payment in favor of the Seller only upon the successful completion of seller obligation up till the completion of the delivery at the buyer's desired location. The TRADOLOGIE.COM shall release payment within 3 banking days from the date of confirmation of the receipt of the goods or services, by way of account payee cheque/ RTGS/NEFT/demand draft as the case may be.
- 7.4 The TRADOLOGIE.COM shall have the right to deduct or adjust any amount due from the Seller on account of one transaction from any other transaction.

8. ROLE OF TRADOLOGIE.COM AND RELATION OF THE PARTIES

- 8.1 The role of TRADOLOGIE.COM in the entire process of negotiation between the Seller and a buyer will only be of a facilitator providing through the Website a window for direct user interface to them for real time negotiation process and to collect the sale proceeds from the Buyer on behalf of the Seller. The Seller understands and agrees that the TRADOLOGIE.COM is not acting as an agent, manager, representative, trustee, consultant etc.
- 8.2 The Seller and the TRADOLOGIE.COM hereby agree that neither this Agreement nor any activity undertaken in accordance with this Agreement shall create any other relationship between the Parties other than the Agreement. The relation between the Parties shall only be of a facilitator to assist the Seller and the Buyer in sale transaction for mutual benefit in return of agreed fee. Both the parties shall continue to work as principals under this Agreement and Neither of Parties are granted any right or authority to assume or create, in any manner whatsoever, any obligation or responsibility for or on behalf of either of them, or otherwise to bind or to use either name other than as may be expressly authorized in writing in this Agreement.

9. RESPONSIBILITIES OF THE SELLER

9.1 The Seller agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for TRADOLOGIE.COM to provide its services. In case of failure on the part of the Seller to do so, the consequential delay in the service of TRADOLOGIE.COM, shall be attributed to the Seller and TRADOLOGIE.COM shall not be liable for any loss or damages arising from such delay.

9.2 The Seller represents, warrants, and undertakes (where applicable) to TRADOLOGIE.COM that:

- (a) It has the full power and authority to enter into this Agreement, to grant the license and authorization and to perform its obligations hereunder;
- (b) It will carry on its activities on the Website in compliance with any applicable laws and regulations;
- (c) It will not use the services to defraud users of the Website or engage in other unlawful activities (including without limitation spamming, allowing another to use its business registration information to subscribe for an TRADOLOGIE.COM service);
- (d) It has the legitimate right and authorization to sell, distribute or export all products or services it posts on the Website;
- (f) It will not impersonate any person or entity, or misrepresent itself or its affiliation with any person or entity;
- (g) It will not post any product or service listing in breach of the Site's Product Listing Policy, and its product or service referred to in Sellers detail do not infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right, rights of publicity and privacy or other legitimate rights;
- (h) The Sellers detail do not contain information that is defamatory, libelous, threatening or harassing, obscene or sexually explicit or harmful to minors;
- (i) Its Seller detail do not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

9.3 The Seller agrees and undertakes that it will not:

- (a) Copy, Reproduce, Exploit or Expropriate TRADOLOGIE.COM's various Proprietary Directories, Databases and Listings;
- (b) Use or Distribute any computer viruses or other destructive devices and codes that may harm, interfere with, intercept or expropriate any software or hardware system, data or personal information;
- (c) Gain or attempt to gain unauthorized or authorized access to the computer systems or networks used by TRADOLOGIE.COM and/or any user of the Website or engage in any other activities that may harm the integrity of such computer systems or networks;
- (d) Take any action which may undermine the integrity of TRADOLOGIE.COM's feedback system, such as leaving positive feedback for himself using other party's IDs or through third parties or by leaving unsubstantiated negative feedback for another Seller(s).

9.4 With regards to information about or posted on behalf of any business referee, the Seller represents and warrants that it has obtained all necessary consents, approvals

and waivers from its business partners and associates (a) to act as its business referee; (b) to post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about the Seller.

- 9.5** The Seller shall conduct all activities on the Website in accordance with all applicable laws and regulations and commonly accepted commercial practices. The Seller shall also conduct its business affairs with integrity and in an ethical manner.
- 9.6** The Seller acknowledges and agrees that TRADOLOGIE.COM shall not be responsible, and shall have no liability to it or anyone else for any content of the Seller's Details and Information or materials posted by third parties.
- 9.7** The Seller shall be solely liable for its business name submitted. In case TRADOLOGIE.COM receives any complaint or claim against the Seller in respect of its business name, unless the Seller changes to a new business name which has also passed the verification, TRADOLOGIE.COM shall have the right to suspend or terminate the Seller's Account immediately.
- 9.10** The Seller agrees and undertakes to abide by the Privacy Policy of the TRADOLOGIE.COM and shall not act in any manner against or contrary to the Privacy Policy. In the event of the Seller found to be in violation of the Privacy Policy, the TRADOLOGIE.COM shall have the right to suspend or terminate the Seller's Account immediately.

10. INDEMNITY

- 10.1** The Seller agrees and undertake to indemnify and keep TRADOLOGIE.COM, its affiliates, staff, employees, agents or representatives indemnified against all losses, costs, claims and damages (including the cost of litigation) incurred / suffered or as may be suffered by TRADOLOGIE.COM as a result of lapses, error, action, omission, negligence etc. on the part of Seller or any of its staff, employees, agents, associates, directors, etc. while performing the obligations under this agreement including any loss or damages occurred to the TRADOLOGIE.COM due to failure of the Seller to comply with the any statutory requirement and from claims of third parties. TRADOLOGIE.COM reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Seller, in which event the Seller shall co-operate with TRADOLOGIE.COM in asserting any available defenses.

11. COMPENSATION AND PENALTY

- 11.1** The liability of TRADOLOGIE.COM to compensate the Seller in the event the failure of the Buyer to perform his part of the obligation shall be limited to 75% of the amount of Commitment Fee.
- 11.2** The Seller shall be liable to penalty by forfeiture of the Commitment Fee by the TRADOLOGIE.COM in the event of failure to perform the obligation under this agreement.

12. PERMISSION AND STATUTORY COMPLIANCES

- 12.1** The Parties hereto agree that they shall comply with all laws, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required.
- 12.2** The TRADOLOGIE.COM shall not be liable or under any obligation to get any permission or statutory compliance in favor of the Seller. The Seller agrees and understands that the TRADOLOGIE.COM will not extend any support to the Seller for securing permission or statutory compliance for performing any obligation under this Agreement.
- 12.3** The Seller agrees to take all the necessary permission and comply with all the statutory requirement in case of international trade including any registration with the Regulator.

13. FORCE MAEJURE

- 13.1** If the performance of any obligations by any party as specified in this agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything hereinbefore contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost urgency. For the purpose of this clause "Force Majeure" means & includes fire, explosion, cyclone, floods, war, revolution, blockage of embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the party affected.

14. LIMITED LIABILITY

- 14.1** The Parties confirm that the role of TRADOLOGIE.COM is confined to act as a facilitator in respect of the transaction between a buyer and the Seller. While TRADOLOGIE.COM will make best efforts to intervene and resolve the issues, it will not be liable in any manner for any dispute arising between the buyer and the seller whatsoever including but not limited to disputes on account of quality or quantity or payment and thus, TRADOLOGIE.COM shall not be held liable for any claims whatsoever.
- 14.2** TRADOLOGIE.COM shall be strictly liable only to the extent of compensation payable to the Seller on account of default or breach of the agreement by the Buyer as set out in the clause 9.1 of the Agreement.

15. GENERAL TERMS

- 15.1** NON DISCLOSURE: The terms and conditions of the Agreement shall be kept confidential and shall be binding on both the parties. The Seller and TRADOLOGIE.COM agree to not to disclose any confidential information shared between the Parties and to not to use the same for their benefit during the period this

Agreement or even after its Termination. However, TRADOLOGIE.COM reserves the right to disclose any information relating to the Sellers identity or contact information to the Government Authorities, Private Investigators and/or injured third parties in the investigation of any suspected criminal or civil wrong doing, if requested by the Government, law enforcement body, injured third party, or as a result of any writ, order or summon from any Court of Law. TRADOLOGIE.COM shall not be liable for any damages arising thereof, to the Seller and the Seller also agrees to not to bring any action or claim against TRADOLOGIE.COM for such disclosure. In connection with what has been agreed above it is also agreed that the TRADOLOGIE.COM may suspend or terminate the Seller's Account as deemed appropriate by the TRADOLOGIE.COM, at its sole discretion. TRADOLOGIE.COM shall also have the right to publish the records relating to handling of complaints against the Seller, breaches by Seller or termination of this Agreement on the Site.

- 15.2** ACCOUNT AND PASSWORD: The Seller shall be responsible for maintaining the confidentiality of the login id and confidential password and shall be responsible for all activities including any unauthorized use that occur under the login id and confidential password of the Seller.
- 15.3** TERMINATION OF AGREEMENT: The Agreement shall not come to an end by itself with the efflux of time except cancellation/termination by the TRADOLOGIE.COM on account of any willful breach of any of the provision of this Agreement by the Seller. The Agreement can be terminated by either of the Parties by giving a notice in writing. On termination of the Agreement the TRADOLOGIE.COM shall be free to block the access of the account of the Seller on the Website or delete the entire account along with any data on it.
- 15.4** INSURANCE: TRADOLOGIE.COM shall not be responsible for getting any goods to be sold insured against any peril be it transit, fire, burglary, floods, theft, etc. The Seller shall get the goods insured on its own expenses.
- 15.5** ASSIGNMENT: The Seller shall not assign any of its rights under this Agreement to any other Party without the prior written consent of the TRADOLOGIE.COM. Such consent shall not be unreasonably withheld by the TRADOLOGIE.COM.
- 15.6** SEVERABILITY: If any provision of this Agreement becomes void, illegal or unenforceable due to any reason under the law that provision will be severed and the rest of this Agreement will remain in full force and effective.
- 15.7** INTELLECTUAL PROPERTY RIGHTS: The parties agree that the brand/ logos/ name/ trademark, photographs, images, taglines, etc. are the exclusive property of the respective party and cannot be used, copied, altered in any manner by any party for its own use. However, the Seller agrees and authorizes the TRADOLOGIE.COM to use its intellectual property from time to time on its Website or its affiliates to advertise, promote and market the Sellers goods listed on the Website.
- 15.8** GRANT OF LICENSE: The Seller agrees and grants to TRADOLOGIE.COM a non-exclusive, royalty-free, sub-licensable, worldwide, transferable license to (a) Display, Publish or Transmit all or part of the Seller's materials or any adaptations thereof; (b) Link, Copy, Store, Adapt, Translate or make other reasonable use of all

or part of the Seller's Materials or any adaptations thereof, necessary to provide the services in any medium known now and in the future.

DISPUTE RESOLUTION MECHANISM: In case of any dispute arising between the Seller or Buyer out of the quality of the goods/services supplied by the Seller, then:

- a. TRADOLOGIE.COM shall appoint an agency out of the notified agencies on the Website, to verify the claims raised by the Seller or Buyer within 2 days of receipt of claims.
- b. The decision of the agency appointed for verifying the claim shall be final and binding on the parties.
- c. The cost of the complete dispute resolution process including but not limited to the payment to be made to the verifying agency shall be borne completely by the defaulting party.
- d. The agency so appointed shall be completing the process preferably within 15 days of the appointment.

In case of dispute, the Seller shall have to ensure that the material in question remains stored with the Seller during the period of verification and is stored in such a manner that no further degradation takes place in the quality of the material while under verification. In the event, the material in question is not found in the premise in totality, the same shall be considered to be default in the obligation by the Seller and the same shall be liable for the forfeiture of the performance guarantee/ commitment fee deposited by the seller

- 15.9 MODIFICATION/ALTERATION OF THE AGREEMENT:** The Seller agrees that the terms of this Agreement cannot be modified or altered except if done as an addendum to this Agreement in writing and specifically marked addendum to this Agreement. The Seller also agrees, in addition to this Agreement, to abide by all the terms and conditions that may be mentioned on the Website and which may alter from time to time without any prior notice to the Seller.

16. ARBITRATION

- 16.1** In the event of any dispute or difference arising between the Parties hereto or as to the rights and obligations under this Agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this Agreement such dispute or difference shall be referred to sole arbitrator appointed by the TRADOLOGIE.COM. Both the Parties, i.e., the Seller and the TRADOLOGIE.COM agree to follow the provisions of Indian Arbitration and Conciliation Act, 1996 for the time being in force. The venue of such arbitration shall be in New Delhi, India.

17. GOVERNING LAWS, JURISDICTION

- 17.1** This Agreement and all questions arising in connection with it are governed by and will be construed according to the laws from time to time in force in India and Parties irrevocably submit to the authority of the Courts having jurisdiction in New Delhi.

18. COMMUNICATIONS AND CORRESPONDENCES

18.1 Every notice or communications under this Agreement:

- (a) shall be in writing; and
- (b) either send by facsimile, e-mail, or post,
- (c) notice or communication to a party must be address to that party at the address below mentioned or such address as may be notified;

If directed to the Seller:

.....
..... India

If directed to TRADOLOGIE.COM:

SUPER E FACTORY DEPOT PRIVATE LIMITED,
B-7, W.H.S. Kirti Nagar, New Delhi-110015, India.

- (d) Notice send by post shall be effective upon receipt;
- (e) A notice send by facsimile or e-mail is effective upon receipt of confirmation of successful transmission to the recipient unless it is transmitted after the close of normal business hours, or on Saturday, Sunday or public holiday, in which case it is effective on the opening of the business on the next business date at the intended place of receipt.

19. ENTIRE AGREEMENT

19.1 The foregoing terms and conditions including any other agreement, disclosure etc. like terms of use, privacy policy, cookies policy, Registration form etc. represent the entire Agreement between the Seller and TRADOLOGIE.COM with respect to the subject matter. All other prior MOUs, proposals and/or understandings, whether oral or in writing with respect to the subject matter of this Agreement between the Parties, if any, are hereby superseded. There are no other promises, terms, conditions or obligations with respect hereto other than those contained herein. This Agreement shall be executed in two originals.

IN WITNESS whereof this Agreement has been entered into the day and year first before written

ANNEXURE A: Schedule of Plan and payment for the Membership of the TRADOLOGIE.COM.

Executed as an Agreement
Signed for an on behalf of

Name:
Place:

Signature:
Date: ____ ____ 2016

Executed as an Agreement
Signed for an on behalf of

SUPER E FACTORY DEPOT PRIVATE LIMITED

Name:

Signature:

Place:

Date: _____ 2016