

## **SELLER AGREEMENT**

**WHEREAS** the Seller is engaged in the business of manufacturing/importing/distributing and/or selling/reselling fashion clothing, accessories, and similar/related items;

**AND WHEREAS** the Firm is the owner of 'Fashion Social networking & e-Commerce application & Website by the name of '**Stylesters**' and having its web address as [www.stylesters.com](http://www.stylesters.com) wherein various products of the nature of Fashion Clothing, Accessories and related items are marketed and sold using electronic medium more particularly through the e-commerce domain.

**AND WHEREAS** this Agreement is for the promotion, sale and supply of Products of the Seller as detailed in the Agreement. The Seller shall supply to the end customers of the Firm the "**Products**" in accordance with the specifications contained in the Agreement. The Firm shall promote the sale of the Products of the Seller through its online channels namely the Firm's website which is [www.stylesters.com](http://www.stylesters.com)

### **NOW THIS AGREEMENT WITNESSES AS UNDER**

#### **1. DEFINITIONS**

1.1 **Affiliate** of a party, means any person or entity that:

- (a) is controlled by the party; or
- (b) is controlled by a person that also controls the other party; or
- (c) is controlling such party;

where "control" has the meaning assigned to it under the Companies Act, 2013.

1.2 **Agreement** means this agreement and shall include the Specific Agreement(s) executed between the Parties.

1.3 **End Customer** means the customer of Firm to whom the Products are to be supplied by the Seller.

1.4 **Fees** means the amounts payable by Seller to Firm, as specified in this Agreement.

1.5 **Confidential Information or Information** means all information, know-how or material in any form relating to or provided by a party (the owner) which becomes known or is provided to the other party (the recipient) as a result of the course of dealings between them which is by its nature confidential, is designated by a party as confidential or which the recipient ought to reasonably know that the same is confidential, including any non-public, commercially sensitive or

secret information relating to owner's business, marketing, commercial, financial, technical data, customers, products and services.

1.6 **Effective Date** means the date of the execution of this Agreement.

1.7 **Force Majeure Event** means any:

- (a) act of God such as fire, earthquake, war, flood, or landslide, unavoidable accident, explosion, or nuclear accident;
- (b) requirement or restriction of, or failure to act by, any government, semi-governmental or judicial entity; or
- (c) any other similar cause beyond the reasonable control of the party concerned including disapproval by the government authorities; but does not include any event which the party affected could have avoided or overcome by exercising a standard of reasonable care at a reasonable cost; or

1.8 **Intellectual Property** means all intellectual property rights and interests (including common law rights and interests) in any jurisdiction including (without limitation) all patents, copyrights and trademarks.

1.9 **Personnel** of any person means any director, officer, employee, contracted staff member or other worker of that person or that person's Affiliates, contractors or agents.

1.10 **Products** may mean to include any products related to garments, clothing, accessories and the fashion industry. Seller must supply the Products in accordance with this Agreement, in compliance with applicable laws and regulation, and using generally accepted industry practice.

## **2. Commencement, Term, Renewal**

The date of execution of this Agreement shall be the commencement date and the Agreement shall remain valid and binding unless terminated in accordance with this Agreement. No oral agreement shall be binding on either of the party.

## **3. Marketing Tools/Support, Products, Availability of products etc.**

The Seller will keep informed at all times the Firm about the availability of the products in its inventory along with detailed specifications like size, colour, texture etc. etc. as may be required about the Product by the Firm or its end customers from time to time. Order once placed on the Firm or directly to the Seller by the end customer through the firm's

website shall have to be honoured by the Seller in all circumstances and shall not be cancelled by the Seller unilaterally.

#### **4. Products**

4.1 The Seller acknowledges that no supply of Products shall be initiated without a valid Order on the website in place. The Seller shall update the final inventory and list of Products being shipped along with the final price for the same through the website. Such quotation shall be final and may not be amended without the prior written consent of the Firm through email or by way of approving the Seller's catalogue online.

4.2 The packaging of the Products shall bear the name/trademark of both parties- it will bear the name "Stylesters" and the name and brand of the Seller.

4.3 The Firm may at any time conduct an inspection of the Products, or any sample of the Product. The Seller agrees and represents to maintain quality control procedures as mandated.

4.4 Seller agrees that during the term of this Agreement, Seller shall inform the firm if Seller directly or indirectly, partake or partner with another third party for same or similar services as those provided by the Firm under this Agreement.

4.6 Seller agrees that the Product is subject to acceptance by End Customer. If any Product is not accepted by End Customer due to its non-conformity, defect, default, Seller shall without any charge whatsoever re-deliver/rectify the Products to ensure that the Products are acceptable to such end customer or refund the original amount paid by the end customer depending on whether the end customer requests for the replacement or cancellation.

#### **5. Payment and Invoice**

5.1 The Seller wishes to promote the sale of its Products via the sales generated online through the website of the Firm. The Seller agrees to give a 12% commission of the Products cost to the Firm in lieu of enabling the sales for the Seller.

5.2 In the event of any return of the Product, for each such transaction Razorpay or equivalent payment gateway retains 2% of the Product value as its charges. In the event of cancellation of the Product by the end customer or the Product not being available with the Seller, it is the responsibility and onus of the Seller to incur the cost of 2%

deducted by RazorPay, in case of every refund. Service provider or payment gateway provider can change their transaction charges and this said 2% charges will be adjusted accordingly. Firm doesn't charge any markup on this payment gateway charge.

5.3 Seller acknowledges that the payment shall be received by the Firm in their account and once the Product is delivered and has crossed the return days limit, then the payment shall be transferred to the Seller's account by the Firm after deducting the agreed commission by the firm and outstanding if any.

5.4 All amounts set out in the Agreement shall be exclusive of all applicable taxes, levies and duties (including penalties thereon). The Seller shall be liable for the collection, filing and remittance of all applicable government duties and taxes applicable on the sales of Products.

5.5 In the event where the Seller does not have a validly existing GST number, the Seller is entitled to ship its Products only within the state in which the Seller is located. The Firm disclaims all liability in case of any refund to end customer, payments to be made to RazorPay or equivalent payment gateway provider or in the case of remittance of any applicable tax or GST.

## **6. Order, Handling, Delivery etc.**

6.1 Orders for the product shall be received using the website [www.stylesters.com](http://www.stylesters.com) and shall be forwarded to the Seller by the Firm via Email/Telephone or electronic messages.

6.2 The Seller shall upon receipt of the order from the Firm immediately arrange to deliver the products to the designated address as early as possible but in any case, the dispatch shall be made within 15 (FIFTEEN) days of the receipt of the Order or the shipping date confirmed through the website whichever is earlier. The Seller shall update the firm's application with the consignment number, details of courier/shipment agency immediately followed by proof of delivery.

6.3 The Seller shall ensure that the products dispatched are of the specifications ordered and there is no variation whatsoever. The necessary guarantee/warranty shall be provided by the Seller to the end customer. The Firm disclaims all liability of the suitability, merchantability, quality or fitness of the Product being shipped to any end customer.

6.4 The Seller agrees to replace the defective products supplied to the end customer at its own cost and shall not hold the Firm responsible in any manner whatsoever.

6.5 The Firm may, at its discretion arrange to collect the defective Products from the end customer however the Seller will still be liable to replace the defective or returned Product. Any charges incurred by the Firm for collecting and forwarding such defective or returned Products shall be on account of the Seller. The Seller shall make good such charges to the Firm upon receipt of invoice/debit note. No request for any adjustment from future payables to the Seller from Firm will be made however, the Firm is at its liberty to deduct such amount from future payables of fresh Orders. Such deductions shall not be treated as practice and/or precedent. For avoidance of doubt, it is clarified that defective would mean and include but is not limited to wrong Product, damaged Product, wrong-sized Product and any other shortcoming which the end customer may point out. The Seller hereby authorizes the Firm to entertain all claims of return of the Product in the mutual interest of the Seller as well as the end customer.

## **7. Covenants of Seller**

The Seller hereby covenants with the Firm as under:

7.1 To deliver the Product of the ordered specifications/description including quantity and quality prescribed in the Order and there should be no instance of wrong item being delivered and/or quality issue and/or issue of Non-delivery by the Seller. Further, the Seller shall maintain adequate stock/inventory of the items at all times. In case the Seller is running out of supplies or is likely not to fulfill the Order received by the Firm or directly through the Firm's website, it shall update online and intimate to the Firm at least 24 hours (1 day) in advance so that notice of **OUT OF STOCK** for the product can be placed on the website. The Seller shall keep updating new Products and inventory on the website from time to time.

7.2 Not to send any kind of promotion material or any such material, which is, derogatory to and/or adverse to the interests financial or otherwise of the Firm, to the end customer either along with the Products supplied or in any manner whatsoever.

7.3 Not to do any act/deal in a thing / products/goods/services which are either banned/prohibited by law or violates any of the intellectual property right of any party in respect of such product.

7.4 The Seller declares that it has all rights and authorizations in respect of intellectual property rights of third parties and is authorized to sale/provide/license such products to the end customer. The copy

of such authorization shall be provided on demand without failure and/or protest. Seller shall be responsible for any liability arising due to any violation of intellectual property or copyrights in relation to any product/s or photographs/images displayed/presented by the Seller.

7.5 The Seller agrees to indemnify and keep indemnified the Firm from all claims/losses (including advocate fee for defending/prosecuting any case) that may arise against the Firm due to acts/omission on the part of the Seller.

7.6 To provide to the Firm, for the purpose of the creation/display on website of Firm, the product description, images, disclaimer, delivery time lines, price and such other details for the Products to be displayed and offered for sale.

7.7 To ensure and not to provide any description/image/text/graphic or interact with the end customer in any manner which is unlawful, illegal, intimidating, obnoxious, objectionable, obscene, vulgar, opposed to public policy, prohibited by law or morality or is in violation of intellectual property rights including but not limited to Trademark and Copyright of any third party or of inaccurate, false, incorrect, misleading description. Further it will forward the product description and image only for the Product which is offered for sale through the website of the Firm. The Seller agrees that in case there is violation of this covenant, it shall do and cause to be done all such acts as are necessary to prevent disrepute being caused to the Firm.

7.8 To provide full, correct, accurate and true description of the Product so as to enable the customers to make an informed decision. The Seller agrees not to provide any such description/information regarding the product which amounts to misrepresentation to the customer.

7.9 To be solely responsible for the quality, quantity, merchantability, guarantee, warranties in respect of the products offered for sale through portal of the Firm.

7.10 At all times have access to the Internet and its email account to check the status of approved orders and will ensure prompt deliveries within the time frame mentioned herein before in the Agreement.

7.11 Provide information about the Order Status including Airway Bill Number on a daily basis to the Firm.

7.12 To raise an invoice as well as receipt of payment in the name of End Customer for an amount equivalent to the amount displayed as MRP on the website and paid by/charged to the end customer.

7.13 Not to offer any Products for Sale on the website, which are prohibited for sale, dangerous, against the public policy, banned, unlawful, illegal or prohibited under the Indian laws.

7.14 To provide satisfactory proof about the ownership/licenses of all the legal rights in the Products that are offered for sale on the Online Store as and when demanded by the Firm.

7.15 To pass on the legal title, rights and ownership in the Products sold to the End Customer.

7.16 To be solely responsible for any dispute that may be raised by the end customer relating to the goods, merchandise and services provided by the Seller. No claim of whatsoever nature will be raised on the Firm.

7.17 The Seller shall at all time during the term of this Agreement endeavor to protect and promote the interests of the Firm and ensure that third parties rights including intellectual property rights are not infringed.

7.18 The Seller shall at all times be responsible for compliance of all applicable laws and regulations including but not limited to Intellectual Property Rights, Local Sales Tax, Central Sales Tax, Service tax, Value added tax, Standards of Weights & Measures legislation, Sale of Goods Act, Excise and Import duties, Drugs and Cosmetics Act, Drugs and Remedial Magic Act, Code of Advertising Ethics, etc.

7.19 To provide to the Firm copies of any document required by the Firm for the purposes of performance of its obligations under this Agreement within 48 hours of getting a written notice from the Firm.

7.20 To seek advance written approval from the Firm, prior to release of any promotion/advertisement material, in so far as the same relates to services offered pursuant to the terms of this Agreement.

7.21 The Seller undertakes and represents to not use the social media or chat features of the website of the Firm in any unlawful manner or not to cause any kind of harassment, pestering, annoyance, aggravation or harm of any nature to the Firm or its end customers.

## **8. Warranties, Representations and Undertakings of the Seller**

The Seller warrants and represents that

8.1 The signatory to the present Agreement is having the right and full authority to enter into this Agreement with the Firm and the Agreement so executed is binding in nature.

8.2 All obligations narrated under this Agreement are legal, valid, binding and enforceable in law against Seller.

8.3 There are no proceedings pending against the Seller, which may have a material adverse effect on its ability to perform and meet the obligations under this Agreement;

8.4 That it is an authorized business establishment and hold all the requisite permissions, authorities, approvals and sanctions to conduct its business and to enter into present Agreement with the Firm.

8.5 It shall, at all times ensure compliance with all the requirements applicable to its business and for the purposes of this Agreement including but not limited to Intellectual Property Rights, Sales Tax, Central Sales Tax, Service tax, Standards of Weights & Measures legislation, Sale of Goods Act, Value added tax, Excise and Import duties, etc. It further declares and confirm that it has paid and shall continue to discharge all its obligations towards statutory authorities.

8.6 That it has adequate rights under relevant laws including but not limited to various Intellectual Property Legislation(s) to enter into this Agreement with the Firm and perform the obligations contained herein and that it has not violated/ infringed any intellectual property rights of any third party.

8.7 It shall maintain detailed records of all transaction and mark as complete or incomplete as the case may be and shall provide the same to the Firm upon demand.

## **9. Rights of Firm:**

9.1 Seller agrees and acknowledges that the Firm, at all times during the continuance of this Agreement, shall have the right to remove/block/delete any text, graphic, image(s) uploaded on the online store by the Seller without any prior intimation to Seller in the event the said text, image, graphic is found to be in violation of law, breach of any of the terms of this Agreement, terms and conditions of [www.stylesters.com](http://www.stylesters.com) Shopping Website. In such an event, the Firm reserve the right to forthwith remove/close the online store of the Seller without any prior intimation or liability to the Seller.

9.2 Appropriate disclaimers and terms of use on [www.stylesters.com](http://www.stylesters.com) Shopping portal shall be placed by the Firm.

9.3 At any time if the Firm believes that the services are being utilized by the Seller or its end customer in contravention of the terms and provisions of this Agreement, Terms and conditions of use of

[www.stylersters.com](http://www.stylersters.com) shopping or online interaction, the Firm shall have the right either at its sole discretion or upon the receipt of a request from the legal/statutory authorities or a court order to discontinue/terminate the said service(s) by Seller to the end customer as the case may be, forthwith remove/block/close the online store of the Seller and furnish such details about the Seller and/or its end customers upon a request received from the Legal/ Statutory Authorities or under a Court order.

## **10. Indemnity**

10.1 Seller shall defend, indemnify and hold harmless the Firm, its officers, directors, employees, agents, and clients from and against any losses, liabilities, penalties, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and attorneys' fees) imposed upon or incurred by such other party arising out of (i) any negligence or misconduct by Seller or its agents or subcontractors; or (ii) breach by Seller of any of its confidentiality obligations; or (iii) any claim that the Seller infringes the intellectual property rights of any third party; or (iv) any breach of obligations of Seller under this Agreement.

10.2 This article shall survive the termination or expiration of this Agreement.

## **11. Limitation of Liability**

Notwithstanding anything contained elsewhere in this Agreement and under any circumstance, for any reason whatsoever, Firm shall not be liable for any incidental, ancillary, direct, indirect, special or consequential damages, including, but not limited to lost profits, whether in tort or contract and based on any theory of liability.

## **12. Termination and effects of Termination**

12.1 Firm may on written notice to the Seller immediately terminate the Agreement if the Seller:

- (a) has breached any of its obligations under this Agreement and the breach:
  - (i) if capable of being remedied, is not remedied within 15 Days of receiving written notice by the other party specifying that the notifying party has the right to terminate under this clause if the breach is not remedied; or
  - (ii) is not capable of being remedied.

- (b) goes into liquidation or has a receiver, administrator, statutory manager or similar officer appointed in respect of it (other than solely for the purpose of amalgamation or solvent reconstruction);
- (c) has an order made, resolution passed or other step taken against it by any person (other than a frivolous or vexatious step which is contested in good faith by appropriate proceedings) for its dissolution;
- (d) ceases to carry on its business or threatens to cease trading in a normal manner;
- (e) is unable to pay its debts as they become due as determined under the general law; or
- (f) is subject to a Force Majeure Event that continues for more than 30 Working Days.

Firm may terminate any SOW or this Agreement for convenience by a written notice of thirty (30) days.

#### 12.2. Consequences of termination:

Following the expiry or termination of all or any part of the Agreement:

- (a) all undisputed Fees outstanding up to the date of expiry or termination under this Agreement will continue to be due and payable as per agreed payment terms;
- (b) the Seller will either promptly deliver to the Firm or, at Firm's option, destroy and certify the destruction of, all of Firm's intellectual property and Confidential Information (in any reasonable format requested by the other party) under the terminated part of the Agreement, as and when reasonably requested in writing by Firm;
- (c) In the event of termination/expiry of this Agreement, the Firm shall remove the Links and shall discontinue display of the Products on online shopping portal [www.stylesters.com](http://www.stylesters.com) with immediate effect.
- (d) Firm shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the Seller by virtue of termination of this Agreement.
- (e) During the period under notice both the parties shall be bound to perform its obligations incurred under this Agreement

and this sub-clause shall survive the termination of this Agreement.

### 12.3 Accrued Rights:

The expiry or termination of all or any part of SOW or this Agreement will be without prejudice to the rights of the parties accrued up to the date of such expiry or termination.

### 12.4 Survival

The provisions of the following clauses will remain in full force and effect following the expiry or termination of all or any part of this Agreement: (Products), (Intellectual Property Rights), (Payment and Invoice), (Confidentiality), (Indemnity), (Limitation of Liability), (Termination and Effects of Termination), (Jurisdiction, governing law and *ex-parte* Orders), (Notices), (Entire Agreement) and (Arbitration) and this clause on Survival.

## **13. Jurisdiction, governing law and ex-parte Orders**

13.1 This Agreement is subject to exclusive jurisdiction of competent Courts of law at Pune only.

13.2 The laws of Republic of India, as are in force, shall be applicable to present Agreement.

13.3 The Firm is entitled to obtain ex-parte ad-interim injunction orders restraining the Seller to prevent any loss/anticipated loss either in material terms or in terms of intellectual property or causing damage/loss/harm to reputation/goodwill of the Firm by the Seller, its representatives, associates or assigns.

## **14. Notices**

All notices and other communication under this Agreement shall be in writing, in English language and shall be caused to be delivered by hand or sent by telex, fax, email or courier in each case to the addresses as set out at the beginning of this Agreement.

## **15. Intellectual Property Rights**

15.1 The Seller understands that the concept, design and process for the website and other marketing related material and content of the website is solely and exclusively the intellectual property of the Firm.

The Seller shall not use the same or similar concept, design or process for any other Products or for their other clients.

15.2 The Seller shall use the intellectual property of the Firm including but not limited to the brand names, logo, designs, music lists, other creative formats or similar event related material only with the permission and as authorized by the Firm. The Seller shall not use such Firm intellectual property for any personal use or for any other third party.

15.3 Both parties retain all rights title and interest in their pre-existing intellectual property. The Seller shall retain the right in its trademark of the Products, and original design and layout of the Products.

## **16. Entire Agreement**

16.1 This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all other prior and contemporaneous agreements, correspondence, arrangements and understandings (whether written or oral) between the Parties with respect to its subject matter.

## **17. Assignment**

17.1 Neither this Agreement nor any part of it is assignable, transferable, sub-licensable, sub-contractable or conveyable by Seller, either by operation of law or otherwise, without the express, prior, written consent of the Firm signed by an authorized representative of such Party. The Firm is at liberty to refuse such consent.

## **18. Confidentiality:**

18.1 The party (Recipient) receiving Confidential Information of the other party (Owner) will (except with Owner's prior written approval):

- (a) not use the Confidential Information (nor allow it to be used) for any purpose other than to perform its obligations under this Agreement;
- (b) not disclose the Confidential Information to anyone other than its Personnel, Affiliates, contractors or agents who have a strict need-to-know for the purposes of fulfilling the Recipient's obligations under the Agreement;

(c) treat, and will ensure that its relevant Personnel, Affiliates, contractors and agents treat, the Confidential Information with the utmost confidence;

(d) store and keep all materials containing Confidential Information in secure custody (which is appropriate depending upon the form of such materials and the nature of the Confidential Information); and

(e) exercise at least the same standard of care in the treatment and protection of the Confidential Information as it exercises or should exercise for its own confidential information of a similar nature and sensitivity;

(f) on discovery of any breach of this clause by Recipient or any person in possession of Confidential Information through Recipient, immediately notify Owner of such breach and cooperate with Owner in every reasonable way to help Owner regain possession of the Confidential Information and prevent its further unauthorized use or disclosure;

(g) Return or if so directed by the disclosing party, destroy the Confidential Information on demand or on termination of this Agreement;

18.2 The obligations as stated in this subsection shall survive from the date of expiry/termination for a period of three (3) years.

18.3 Seller shall not make any press release or offer any reference in relation to the Agreement without Firm's prior written consent.

## **19. Relationship of Parties**

19.1 Nothing in this Agreement will be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. The Firm shall not be responsible for the acts or omissions of the Seller and Seller shall not represent the Firm, neither has, any power or authority to speak for, represent, bind or assume any obligation on behalf of the Firm.

## **20. Waiver and Amendment**

20.1 No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions and will not be effective unless made in writing and signed by an authorized representative of the waiving Party.

20.2 Except as expressly set out in this Agreement, no amendment is binding on the Parties unless it is in writing and signed by a duly authorized representative of each of the Parties.

## **21. Force Majeure**

21.1 Notwithstanding any other provision of this Agreement, Firm will not be liable for any failure or delay in complying with any obligation under this Agreement (excluding any payment obligation) if the failure or delay arises from a Force Majeure Event;

21.2 Performance of any obligation affected by a Force Majeure Event will be resumed as soon as practicable after the termination or abatement of the Force Majeure Event.

## **22. Non-Compete & Non-Solicitation**

Seller shall not during the subsistence of this Agreement and for three years thereafter either solicit any business from the End Customer to whom it provides services through Firm. The Seller shall not solicit or entice any employee, agent or consultant of the Firm during the term of this Agreement and for three years thereafter.

## **23. Audit**

23.1 Firm will have the right at any reasonable time and after giving reasonable notice to send its authorized representatives to examine all pertinent documents and materials in the possession or under the control of Seller relating to any of Seller's obligations. Seller shall retain records and supporting documentation sufficient to document the performance of its obligations hereunder and the related fees charged to Firm for a minimum of two (2) years, or such longer period required by law, following the completion of the services to which such performance and fees relate.

23.2 If any audit reveals an overcharge of more than 5% in any charge by Seller, and Seller does not successfully dispute the amounts questioned by such audit, Seller shall pay the costs of such audit of the charges.

## **24. Arbitration**

24.1 If the parties are unable to resolve the Dispute by amicable discussion between the senior executives of both Parties within 30

days of the giving of the dispute notice by either Party, the Party sending such notice may refer the Dispute to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as may be amended from time to time) to be held at Pune, by sending a written notice to the other (Arbitration Notice). Governing language for the arbitration shall be English. The award in the arbitration will be final and binding.