pepperfry

E-COMMERCE SERVICES AGREEMENT

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E-COMMERCE SERVICES AGREEMENT

This E-Commerce Services Agreement (hereinafter referred to as "**Agreement**") is made on the day of your acceptance of this Agreement from your designated electronic mail address or in any other form of electronic record including, if applicable or provided, clicking on the check box or "I Agree" / "Accept" button or by any other means which construes your acceptance of this Agreement ("**Execution Date**") by and between:

You, the details of which are given by you on the Platform on which this Agreement appears, a natural or juristic person competent to enter into valid and legally binding contracts under applicable Indian laws inter alia, a person of legally sound mind, not adjudicated bankrupt and equal to or more than 18 (eighteen) years of age as on the Execution Date. If You are a juristic person then the person accepting this Agreement represents that such person is duly authorized by You to bind You to this Agreement and the designated electronic mail address is valid and subsisting and allotted by You to such person (hereinafter referred to as "**Merchant**" which expression shall unless repugnant to the context and meaning thereof, include its heirs, legal representatives, successors, liquidators, receivers, administrators and permitted assigns), of **One Part**;

And

Pepperfry Limited (Formerly known as Pepperfry Private Limited and Trendsutra Platform Services Private Limited), a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at Pepperfry House, next to UHDE House, Opp. Cipla R&D Centre, Surya Nagar, LBS Marg, Vikhroli (West), Mumbai - 400083, Maharashtra, India (hereinafter referred to as "**Service Provider**" which expression shall unless repugnant to the context and meaning thereof, include its successors, liquidators and assigns), of **Other Part**.

Merchant and Service Provider shall hereinafter be individually referred to as "**Party**" and collectively as "**Parties**".

Whereas,

1. The Merchant is inter alia engaged in the business of developing and/or manufacturing and/or selling various goods and related services in the Territory ("**Business**");
2. The Service Provider is inter alia in the business of developing and operating e-commerce businesses for independent third party retailers and manufacturers and providing for those entities / persons the Service Provider's proprietary technology, website design and development capabilities, order processing capabilities, customer service capabilities, fulfillment capabilities and centralized inventory, invoicing and payment management to enable those entities / persons to offer e-commerce to their customers and such services including the Platform Services (as defined hereunder) and Transaction Support Services (as defined hereunder) ("**Service Provider Business**");
3. The Merchant has approached the Service Provider to avail the Service Provider Business for the purpose of the Merchant's Business and the Service Provider has agreed to make available the Service Provider Business to the Merchant;
4. The Service Provider has made and is in the process of making substantial investment both monetary, knowhow and otherwise to establish its trade name among consumers and distributors;
5. Both the Service Provider and the Merchant recognize that overall success of the Platform and trade names of the Service Provider and its Affiliates depends on the users of the Platform and public in general perceives the Platform as a trusted online/electronic marketplace to buy and sell, goods and services;
6. The Parties wish to enter into this Agreement to document and record their mutual understandings and agreements in relation to the terms and conditions on which the Service Provider shall make available the Service Provider Business to the Merchant and the Merchant shall avail the Service Provider Business;
7. These recitals shall form part of the Agreement.

Now therefore, in consideration of the mutual promises and other consideration, the sufficiency of which is acknowledged, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

"Affiliate" shall mean, with respect to each Party, any person or entity directly or indirectly through one or more intermediary Controlling, Controlled by, or under direct or indirect common Control with a Party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person or entity, any circumstance in which such person or entity is controlled by another person or entity by virtue of the latter person or entity controlling the composition of the board of directors or managers or owning the largest or controlling percentage of the voting securities of such person/entity or otherwise controlling the other.

"**Brand**" or "**Brand Name**" shall mean "TrendSutra™" or "Pepperfry™" or such other successor or replacement brand name / trade mark / service mark as may be decided by the Service Provider upon a prior intimation to the Merchant.

"**Confidential Information**" means and includes any and all information which is confidential to a Party including any (i) business information and business processes, (ii) any samples, formulations, specifications, data relating to manufacturing and quality control processes and procedures, (iii) advertising and marketing plans, (iv) any past, current or proposed development projects or plans for future development work, (v) technical, marketing, financial and commercial information whether relating to past or current or future, (vi) the commercial and business affairs of a Party, (vi) all customer related information including any rates and discounts, and (vii) and with respect to the Service Provider shall include the End Customer Database.

"**Consumer Care Mechanism**" means the procedure for resolving customer complaints and grievances, as may be communicated by the Service Provider from time to time, and will include all modifications and amendments thereto.

"**Consumer Protection Act**" means the Consumer Protection Act, 2019 and the rules and regulations made thereunder, which will include all modifications and amendments thereto.

"**Deliverable(s)**" shall mean the specific materials, devices, products, services or other deliverables that are provided by the Merchant to the Service Provider during the course of performing the Service Provider Business as per this Agreement and any related document thereto.

"**End Customer**" shall mean the retail customers to whom the Merchant offers to sell or sells or from whom the Merchant receives offers to purchase the Products through the Platform.

"**End Customer Database**" shall mean all data/information (as may be updated from time to time) about the persons/entities including their names, addresses, contact details, queries, orders and other requests made available by such persons/entities on the Platform or otherwise captured by the Platform that shall further include the usage, behavior, trends and other statistical information/data relating to such persons/entities, who (i) access the Platform or otherwise get invitation to the Platform or correspond with the Platform, (ii) place any order for Products on the Platform, or (iii) send any enquiry/ request with respect to the Platform, and shall include all analysis and records based on such aforementioned information, including the spending and other patterns of such persons/entitles and Products. For the avoidance of doubt, any list, description or other grouping of consumers or customers or any derivative work from End Customer Database shall be deemed to be End Customer Database.

"**Service Provider Grievance Officer**" shall mean the grievance officer of the Service Provider, as designated by the Service Provider under the Consumer Protection Act.

"**Intellectual Property**" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, domain names, designs, utility models, tools, devices, models, methods, patents, copyright (including all copyright in any designs and any moral rights), masks rights, design right, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments. The End Customer Database shall be considered to be the Intellectual Property of the Service Provider.

"**Intellectual Property Rights**" means and includes (i) all rights, title or interest under any statute or under common law or under customary usage including in any Intellectual Property or any similar right, anywhere in the world, whether negotiable or not and whether registerable or not, (ii) any licenses, permissions and grants in Intellectual Property, (iii) applications for any of the foregoing and the right to apply for them in any part of the world, and (iv) all extensions and renewals thereto.

"**Payment Facilitation Services**" shall mean facilitating the receipt of Sale Price on the Platform either along with Platform Services or otherwise (for example cash on delivery services).

"**Platform**" shall mean the website with a second level domain name / uniform resource locator (URL) bearing the Brand Name with any top level domain name whether presently available for registration or made available for registration at any future date.

"**Platform Services**" shall mean internet based electronic platform in the form of an intermediary to facilitate sale and purchase of goods and services through the Platform.

"**Product(s)**" shall mean any and all goods and related services of the Merchant for which the Service Provider makes available the Service Provider Business to the Merchant.

"**Sale Price**" shall be the price at which the Product is offered for sale by the Merchant on the Platform by using the Platform Services to the End Customer. Parties agree that the Sale Price is dynamic and volatile and may vary at different times and points of sale and therefore can be periodically and from time to time changed or revised by the Merchant in accordance with the terms of this Agreement.

"**Service Fees**" shall mean the fees for availing either whole or part of the Service Provider Business in accordance with the terms of this Agreement and/or Commercial Terms (as defined hereunder).

"**Service Provider Business**" shall have the meaning as set out Recital 2 hereinabove and shall include Platform, Platform Services, Payment Facilitation Services and Transaction Support Services.

"**Service Provider Content**" shall mean the Platform, all the pages of the Platform, all the content contained in the Platform (excluding any third party content and advertisements), look and feel of the Platform, any and all information or content owned or controlled (e.g. by license or otherwise) by Service Provider or its Affiliates, including text, images, graphics, photographs, video and audio, and furnished by Service Provider or its Affiliates in connection with Platform Services, Transaction Support Services, Payment Facilitation Services and for the purpose of offering for sale of Products by the Merchant.

"**Term**" shall have the meaning as set out in Section 13.1 hereto.

"**Territory**" shall mean the entire world.

"**Transaction Support Services**" shall include services in relation to support the sale of the goods and services by the Merchant to End Customer which shall include product listings, Fulfillment Support Services, logistics management services, customer support services and any other additional services that may be agreed between the parties.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

2.1 Words importing persons or parties shall include natural person, entity, partnership firm, organization, operation, Company, HUF, voluntary association, LLP, joint venture, trust, limited organization, unlimited organization or any other organization having legal capacity;

2.2 Words importing the singular shall include the plural and vice versa, where the context so requires;

2.3 References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;

2.4 Reference to one gender shall include a reference to the other genders;

2.5 References to the words "include" or "including" shall be construed without limitation;

2.6 References to this Agreement or any other agreement, deed, instrument or document shall be construed as a reference to this Agreement , such other agreement, deed, instrument or document as the same may from time to time be amended, varied, supplemented or novated in accordance with the terms of this Agreement;

2.7 The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement;

2.8 The word 'written' shall include writing in electronic form and 'signed' shall include electronic signature or any other electronic communication which signifies the sender's or originator's intention to be bound by such electronic communication.

3. SERVICES

3.1 The Merchant appoints the Service Provider and the Service Provider accepts such appointment to make available the Service Provider Business to the Merchant for the Products and in accordance with the terms of this Agreement and as further agreed in the commercial understanding electronic document or any other similar or analogous electronic or other document ("**Commercial Terms**") and in accordance with various Platform rules and policies including privacy policy ("**Platform Policies**"). The Commercial Terms and Platform Policies are deemed to have been incorporated in this Agreement by way of reference.

3.2 The Merchant agrees and acknowledges that the Service Provider is free to provide the Service Provider Business in the Territory in any manner and for any consideration as may be decided by the Service Provider in its sole and absolute discretion.

3.3 The Service Provider in its sole and absolute discretion may refuse to provide any one or more of the Service Provider Business including Platform, Platform Services, Payment Facilitation Services and/or Transaction Support Services for any reason whatsoever and especially if providing such Service Provider Business to the Merchant can be detrimental to the reputation, goodwill and competitiveness of the Service Provider or could cause any breach of any contractual commitments of the Service Provider and cause the Service Provider to breach any applicable laws.

3.4 The Merchant agrees and acknowledges that the Transaction Support Services, specifically relating to the warehousing and logistics services provided by the Service Provider, may optionally be availed by the Merchant. It is thus expressly stated that the Merchant shall have the option to opt in or opt out when it comes to availing the aforementioned services at any time, by providing a written notice to the Service Provider. In case the Merchant opts to avail the warehousing and logistics services provided by the Service Provider, then it shall be deemed that the Merchant is expressly authorising the Service Provider to open all or some of the Products inwarded in the warehouse only for the limited purpose of conducting quality check and quality control, either directly or through its group companies / affiliates.

3.5 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Commercial Terms thereto, the terms of this Agreement shall prevail to the extent of such conflict or inconsistency.

4. ADVERTISING, MARKETING AND SALES PROMOTION

4.1 The Service Provider as the proprietor and owner of the Platform and the Platform Services and rights holder of the Brand Name may at its sole discretion carry out advertising and marketing activities in relation to promotion of the Platform, Platform Services and Brand Name in any manner and to any extent as may be deemed fit by the Service Provider and for such purposes may engage in certain sales promotion activities to increase the sales of the Products on the Platform. The Service Provider and the Merchant may agree on certain terms on which the Merchant shall support such sales and marketing activities of the Service Provider including providing discounts on the Products or other free of cost goods and services to the End Customers.

4.2 The Service Provider may at its sole and absolute discretion, on reasonable commercial efforts basis, market, promote or advertise the Products made available for sale by the Merchant on the Platform in compliance with this Agreement.

4.3 Where the Merchant believes or is notified by other entity including any third party manufacturers of the Products that any promotion plan/activity undertaken by the Service Provider is against any applicable law or in breach of any contractual obligation of the Merchant or such third party manufacturer (in both cases supported by a written legal opinion from a reputed advocate), the Merchant shall intimate the same to the Service Provider and upon such intimation, the Service Provider shall within reasonable time cease such plan/activities.

4.4 The Merchant agrees and acknowledges that the Service Provider shall have the sole right (as to between the Service Provider and the Merchant) for the design, look and feel, architecture, layout, positioning and all aspects of the Platform including listing, positioning, indexing, placement and tiering the Products offered for sale on the Platform by the Merchant and the Merchant shall not question or dispute such exercise of right or discharge of responsibility by the Service Provider.

4.5 The Service Provider shall be solely responsible at the Service Provider's sole discretion to sell or license any and all advertising and promotional time and space with respect to the Platform including webpages or such portions of the Platform that contains the details of the Products. The advertisement and promotions on any part of the Platform may include video advertising, display/banner/text advertisements, including but not limited to medium rectangle, leader-board, roadblock, hyperlink, page branding, framing, widgets, pop-ups, pop-under, network advertisements (for the sake of example, Google AdSense) available on the Platform. The Service Provider shall have the sole right and discretion to decide the style, placement and format of the advertisement and promotion and the price and/or any other consideration, if any, for the sale and license of such advertisement and promotion. Except for the facilitation of payment of sale consideration of the Product through the Payment Facilitation Services, the Service Provider and/or its Affiliates shall be entitled to retain any and all revenues generated from any sales or licenses of all such advertisements and promotions.

4.6 The Service Provider shall reasonably ensure that all advertisement/promotion activities undertaken by the Service Provider:

(i) do not contain any material that, in its knowledge, would infringe or violate any intellectual property rights or any other personal or proprietary right of any person;
(ii) are not obscene or libelous; and
(iii) comply with all applicable laws including standards and rules set forth by the Advertising Standards Council of India or any other relevant government authority.

4.7 The Service Provider may at its sole discretion authorize the Merchant by written consent to use the Brand Name from time to time. The Merchant thus agrees and acknowledges to only use the Brand Name as per the specific instructions and only for such purposes as may be specified by the Service Provider and for no other reason.

5. END CUSTOMER DATABASE

5.1 The End Customer Database shall be proprietary to the Service Provider. The Service Provider shall alone retain all rights including all Intellectual Property Rights in the End Customer Database and unless specifically agreed to in writing by the Service Provider, no rights in or to the End Customer Database are deemed to have been granted to the Merchant. To the extent the Merchant derives any rights in the End Customer Database by virtue of it undertaking the Business, the Merchant shall hold such rights in trust for the Service Provider and the Merchant shall do and undertake all such acts to exclusively assign such rights in the End Customer Database to the Service Provider. The Merchant further agrees that (a) all the End Customer Database shall be treated as Confidential Information of the Service Provider for the purposes of this Agreement; (b) The Service Provider being the owner and proprietor of the End Customer Database shall be entitled to use, store and exploit the same in any manner as may be deem fit by the Service Provider and in accordance with the Service Provider's privacy policy as provided on the Platform from time to time; and © The Merchant shall not use the End Customer Database other than selling the Products by availing the Service Provider Business or required for law enforcement purposes and shall in no way sell, transfer or otherwise exploit the End Customer Database without the express written consent of the Service Provider.

6. CONSIDERATION AND PAYMENT TERMS

6.1 **Payments to be made by the Merchant.**

(i) In consideration of the provision of the Service Provider Business by the Service Provider, the Merchant shall pay to the Service Provider, Service Fees which shall be calculated in the manner as specified in the Commercial Terms.

(ii) Service Fees for any additional services shall be as set out in the Commercial Terms.

(iii) The Parties agree that the details of terms memorialized by the Commercial Terms are dynamic in nature and will evolve or vary as the operating, promotional, marketing and business environment of the Service Provider or user behavior on the Platform changes and evolves and therefore the Commercial Terms will be adjusted or revised from time to time or sometime occasionally or frequently by the Parties as necessary or appropriate during the Term of the Agreement to accurately reflect the evolution of the aforesaid environment and conditions. Such revisions or modifications may be made from time to time with the mutual consent of the Parties through exchange of emails by their respective authorized personnel.

6.2 **Payment Terms:**

(i) The Service Provider shall have the right to receive the Services Fees from the amounts due to the Merchant under the Payments Facilitation Services. To the extent the Service Provider is unable to receive the Service Fees from the Payment Facilitation Services as aforesaid, the Merchant shall make all payments within ten (10) business days of receipt of the relevant invoice from the Service Provider.

(ii) The Merchant shall be entitled to make any deduction or withholding in accordance with applicable law and shall provide the necessary tax deduction certificates to the Service Provider.

6.3 **Taxes:**

Each Party shall be responsible for any and all taxes on its business, and taxes based on its net income or gross receipts. However, the Service Provider shall be entitled to additionally charge Goods and Services Tax or any other indirect or transaction taxes as applicable on one or more of the Service Provider Business and the Service Fees.

7. ADDITIONAL OBLIGATIONS OF SERVICE PROVIDER

7.1 The Service Provider shall reasonably maintain the Platform and Platform Services and shall on reasonable efforts basis provide Transaction Support Services and other services comprising the Service Provider Business.

7.2 The Service Provider shall reasonably maintain the registration of domain name in relation to the Platform during the Term at its own costs free from any and all encumbrances, including encumbrances which may lead to any adverse effect on the Service Provider's registration of the domain name or its use of the Platform.

7.3 In order to process payments made by the End Customers and to generally provide the Payment Facilitation Services, the Service Provider shall reasonably maintain appropriate contracts with payment gateways and shall comply with the applicable laws.

7.4 The Service Provider shall ensure that it has or procures adequate technology as necessary to maintain the Platform and perform the Service Provider Business under this Agreement.

7.5 The Service Provider, as a part of the Transaction Support Services, shall list the Products on the Platform for the Merchant at the Sale Price provided by the Merchant. The Service Provider acknowledges that the Sale Price is dynamic and volatile and may vary at different times and points of sale and that the Merchant reserves the right to change or modify the Sale Price of the Product at any time before the same is bought by the End Customer on the Platform. The intimation of such revisions of the Sale Price could be oral or in writing. For any oral intimation, the Service Provider may on reasonable basis confirm such oral intimation within reasonable time from such intimation and through written records including through electronic communications.

8. OBLIGATIONS, COVENANTS AND WARRANTIES OF MERCHANT

8.1 The Merchant shall not use the Service Provider Business for any purpose other than the Merchant's Business and in relation to the Products.

8.2 The Merchant shall manage and maintain sufficient inventory of the Products which the Merchant offers to sell to the End Customer on the Platform through the Platform Services and shall mandatorily deliver the Products as purchased by the End Customer to the Service Provider within such time as may be prescribed in the Commercial Terms.

8.3 The Merchant shall deliver exactly the same Product to the Service Provider for availing Transaction Support Services from Service Provider in relation to the sale of Products to the End Customer. Product(s) delivered by the Merchant shall pass the quality standards of the Service Provider. If the Product does not adhere to the quality parameters and other specifications laid down by the Service Provider, then it shall be the responsibility of the Merchant to replace the said product or entire lot which conforms to the quality standards, at its own cost.

8.4 The Merchant shall offer the Products for sale on the Platform on the Sale Price which shall be inclusive of all taxes, duties, levies, warehousing, packaging, shipping and logistics charges and all other charges other than any entry taxes/octroi as applicable in the city or municipal limits of the End Customer. The Sale Price shall be in compliance with all applicable laws and shall not be more than the maximum retail price printed on the Products.

8.5 The Merchant shall undertake all the necessary after sales services to the End Customer including providing warranty/guarantee/replacement services to the Products.

8.6 The Merchant shall provide necessary access to the Service Provider to inspect the warehouse, manufacturing facilities or other facilities and offices of the Merchant in order to ensure the Merchant is able to comply with its sales obligations to the End Customer. The Merchant acknowledges and agrees that this ingress, regress and inspection rights of the Service Provider is to ensure the goodwill of the Platform, Platform Services and Brand Name and to provide good user experience to the End Customer

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8.7 The Merchant shall ensure that Merchant employs sufficient staff to meet and fulfill the requirements of this Agreement and to sell, deliver and service the Products sold to the End Customers through the Platform Services. The Merchant shall further ensure that the Merchant's staff shall participate in the relevant training programs as organized or approved by the Service Provider from time to time.

8.8 The Merchant shall not print, emboss or otherwise display any brand name, trade name, and trademark, service mark on the Product, on the packing material and on the invoice other than those displayed while making the sale offer on the Platform while packing the products for delivery to the Service Provider to avail the Transactional Support Services.

8.9 The Merchant shall provide the details of the mandatory declarations as specified under Rule 6(1) of the Legal Metrology (Packaged Commodities) Amendment Rules, 2017, to the Service Provider which is required to display such mandatory declarations on the digital and electronic network used for e-commerce transactions i.e. the Platform.

8.10 The function of the Service Provider is limited to providing access to a communication system over which information made available by the Merchant is transmitted or temporarily stored or hosted. The Service Provider observes due diligence while discharging its duty as an intermediary under the Information Technology Act, 2000 and also observes such other guidelines as the Central Government may prescribe in this behalf. The Service Provider does not:

(i) initiate the transmission;
(ii) select the receiver of the transmission; and
(iii) select or modify the information contained in the transmission.

Therefore, pursuant to the provisions of the Legal Metrology (Packaged Commodities) Amendment Rules, 2017, the Merchant agrees and acknowledges that the responsibility of the correctness of mandatory declarations, displayed by the Service Provider on the Platform, shall lie with the Merchant.

8.11 The Merchant agrees and confirms that the Merchant shall ensure due compliance and shall at all times be compliant with the provisions of the Legal Metrology Act, 2009 and the rules and regulations thereunder.

8.12 The Merchant shall provide series of invoice numbers in relation to the Products sold to the End Customer through the Platform Services and such invoice number shall correspond to the books of accounts of the Merchant as maintained by the Merchant under applicable law. As a part of availing the Transaction Support Services, the Merchant hereby authorizes the Service Provider and Service Provider Affiliates to issue the invoices containing invoice number from the aforesaid series to the End Customer on behalf of the Merchant for the sale of Products. The Merchant further authorizes the Service Provider and Service Provider Affiliates to include the Brand Name on the invoice and for the avoidance of doubt, the inclusion of the Brand Name shall not create any relationship of agency, representative, partnership, joint-venture or otherwise between the Merchant and the Service Provider and the relationship shall always remain as that of an independent contractor. The Merchant acknowledges and agrees that the Service Provider shall provide in the invoice all the necessary details of the taxes, duties and other statutory levies applicable on the sale and delivery of the Product(s) to the End Customer and it shall be the duty and obligation of the Merchant to correctly and timely pay or deposit such taxes etc. to the appropriate government and shall indemnify, defend and hold harmless the Service Provider, Service Provider Affiliates and their respective shareholders, directors, officers, employees, contractors and agents in the event the Merchant defaults in making the payment of such taxes etc.

8.13 The Products offered to be sold by the Merchant on the Platform and subsequent delivery of the same to the Service Provider and Deliverables shall (a) exactly conform to the specifications, declarations under the Legal Metrology (Packaged Commodities) Rules, 2011 (as amended from time to time) and the Legal Metrology Act, 2009 and the representations made by the Merchant on the Platform; (b) comply with all the applicable laws including that of the territory of the Merchant, the place from where the Merchant dispatches the Products to the Service Provider and the place of final delivery to the End Customer; © not infringe any third party's Intellectual Property Rights whether in India or anywhere in the world; and (d) not violate any international trade, import and export related laws including parallel imports.

8.14 The Merchant agrees and acknowledges that the title in the Products shall only be transferred from the Merchant to the End Customer upon delivery of the Products to the End Customer. For the avoidance of doubt, the title and risk on the Products for any delivery of the Products to the Service Provider for providing any Transaction Support Services before the purchase of Products by the End Customer on the Platform shall always remain with the Merchant. The Merchant may in its sole discretion take appropriate insurances to safeguard itself from any loss, breakage, theft or damage of the Products till such time the Products are actually delivered to the Service Provider and the Service Provider has acknowledged the receipt of the delivery of such Products. The Merchant shall be the lawful owner or the lawful right holder in the Products offered and/or sold on the Platform to the End Customer and the Products at time of listing of the same on the Platform and for all times thereafter shall be free from any encumbrance, charge, lien or any security or third party interests. The Merchant hereby irrevocably and unconditionally waives all its liens whether contractual, statutory, equitable or otherwise including those related to unpaid seller on the Products once the Products have been delivered by the Merchant to either the Service Provider or to the End Customer or to any carrier or bailee.

8.15 The Merchant shall pass on the full warranty or guarantee received on the Products from the third party manufacturers or third party suppliers to the End Customer and shall fully support the End Customer to enforce such warranty or guarantee.

8.16 The Merchant shall at no point represent or hold itself out as an agent or representative or an Affiliate of the Service Provider. The sale and purchase transaction between the Merchant and the End Customer shall be a bi-partite contract between them and the Service Provider is merely facilitating the transaction between the Merchant and the End Customer as an intermediary and a conduit by making available the Service Provider Business and the Payment Facilitation Services to the Merchant and the End Customer.

8.17 The Merchant shall provide such necessary assistance (at no additional direct cost to Service Provider) as may be required to facilitate the Service Provider to carry out its obligations under this Agreement.

8.18 The Merchant shall not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the Brand Name.

8.19 The Merchant shall not do, cause or authorize to be done anything which will or may: (i) impair, damage or be detrimental to the rights, reputation and goodwill associated with the Service Provider, its Affiliates, shareholders or directors and/or the Brand Name; (ii) bring the Brand Name or the Platform into disrepute or any claim by third parties; or (iii) may jeopardize or invalidate the Brand Name, Platform registration or any rights associated thereto;

8.20 The Merchant shall not use or register anywhere in the world, the Brand Name or any other trade mark, trade name or domain name, except as authorized under this Agreement, which, in the Service Provider's reasonable opinion, is identical, improvement over, dilution of, combination involving or confusingly similar to, the Brand Name or, that constitutes any translation thereof into any language.

8.21 The Merchant understands and acknowledges that the Brand Name and reputation of the Service Provider is of utmost importance for its business and that the conduct of the Merchant in the performance of this Agreement and otherwise would have material impact and bearing on the Brand Name and reputation of the Service Provider. Further the Merchant understands and acknowledges that the obligations and covenants placed on the Merchant in this Section or elsewhere in the Agreement are essential for the maintenance of quality control and protection of the Brand Name, and to ensure timely payments to the Merchant. Accordingly, the Merchant acknowledges that no hardship or onerous obligation is being placed on the Merchant under this Agreement.

8.22 At the request of the Merchant, for enabling the Merchant to address and resolve the complaints and grievances of the End Customers, the Merchant hereby authorizes, designates and appoints the Service Provider Grievance Officer as the grievance officer of the Merchant for addressing and dealing with customer complaints and grievances from End Customers relating to the Platform.

The Merchant hereby authorizes the Service Provider and the Service Provider Grievance Officer to (i) act on behalf of the Merchant to resolve grievances and complaints of End Customers, (ii) in its sole discretion, make decisions and undertake such actions as the Service Provider may, in its sole discretion, deem fit or proper with respect to resolution of grievances and complaints of End Customers (including but not limited to initiating refunds, arranging pick up of goods, addressing reverse logistics etc.), (iii) represent and communicate the resolution to the Customer with regards to grievances raised.

8.23 The Merchant shall adhere to the Customer Care Mechanism at all times and will assist the Service Provider and the Service Provider Grievance Officer in the resolution and redressal of the grievances of the End Customers with respect to such Merchant. The Merchant shall further provide all such support and undertake all actions as may be requested by the Service Provider for resolution of complaints and grievances of End Customers. On the Execution Date, the Merchant shall provide its email address, correspondence address, telephone number and mobile number to the Service Provider, which contact details of the Merchant will be provided to End Customers upon such End Customer making a specific written request to the Service Provider for seeking the contact details of the Merchant, in relation to a grievance or complaint with respect to the order placed by the End Customer with the Merchant on the Platform.

8.24 The Parties agree and acknowledge that, (i) on the Platform, the contact details of the grievance officer of the Service Provider Grievance Officer will be listed under the column/ tab, contact details of the grievance officer of the Merchant for the effective resolution of the grievances of the End Customers, and (ii) the Service Provider is providing the Transaction Support Services (including but not limited to the customer support services) on a principal to principal basis to the Merchant and the Service Provider shall not be construed as an agent of the Merchant or be responsible for any liability, loss or damages suffered by the Merchant due to the Service Provider Grievance Officer being nominated and designated as the grievance officer of the Merchant, or for any actions undertaken by the Service Provider in assisting the Merchant in resolving grievances or complaints of the End Customers in terms of the Customer Care Mechanism.

The Merchant agrees and acknowledges that the Merchant shall not (i) adopt any unfair trade practice in relation to the Business, (ii) falsely represent itself as a customer or consumer and post reviews or comments about the goods and services available on the Platform, whether or not such goods and services are being provided by the Merchant or by any third party, (iii) ensure that any advertisements implemented, conducted or run by the Merchant on the Platform are accurate, true and consistent with the actual characteristics, access and usage conditions of the Products, (iv) provide the Service Provider with all information and details either requested by the Service Provider, or required to be provided by the Merchant under the Consumer Protection Act, and (v) conduct the Business in contravention of the Consumer Protection Act.

9. INTELLECTUAL PROPERTY

9.1 **Intellectual Property Rights In Relation To Brand Name**

(i) The Merchant acknowledges the Service Provider's absolute ownership of, interest in and rights to the Brand Name and the Platform.

(ii) Without limitation to the foregoing, the Merchant acknowledges and agrees that all goodwill in or associated with the Brand Name, including any goodwill generated or arising by or through the Service Provider's or the Merchant's activities pursuant to this Agreement shall accrue for the benefit of and shall belong exclusively to the Service Provider.

(iii) No right or interest in the Brand Name are granted or deemed to be granted by the Service Provider to the Merchant.

9.2 **Intellectual Property Rights In Relation To Service Provider Content and Service Provider Business**

The Service Provider shall retain sole ownership of all the intellectual properties, know how or other proprietary rights in the Service Provider Content and Service Provider Business and no right or interest is granted or shall be deemed to be granted by the Service Provider to the Merchant. To the extent the Service Provider Content contains any proprietary content or information of the Merchant, the Merchant hereby grants a royalty-free and world-wide license to such content or information including a right to creative derivative product of such content or information.

10. CONFIDENTIALITY

10.1 Each Party may disclose to the other such Confidential Information as may be necessary to further the performance of this Agreement.

10.2 The receiving Party undertakes to the disclosing Party:

(i) to keep confidential the disclosing Party's Confidential Information;

(ii) not to disclose the Confidential Information in whole or in part to any other person without the disclosing Party's prior written consent, except to the receiving Party's employees, agents and sub-contractors involved in the performance of this Agreement on a confidential and need to know basis and provided that employees, agents and subcontractors are bound by written agreements of confidentiality which are at least as stringent as the provisions of this Agreement; and

(iii) to use the Confidential Information solely in connection with the performance of this Agreement.

10.3 The aforementioned confidentiality obligations shall not extend to Confidential Information which:

(i) has ceased to be confidential without default on the part of the receiving Party;

(ii) has been received from a third party who did not receive it in confidence;

(iii) the receiving Party is required by any court, government or other regulatory body to disclose, but only to the extent required by law, provided that the receiving Party gives the disclosing Party written notice as soon as practicable of such requirement and consult in good faith the disclosing party on the content and manner of any disclosure.

10.4 Upon request by the disclosing Party, the receiving Party must deliver to the disclosing Party all documents and other materials in any medium in its possession or control which contain or refer to the disclosing Party's Confidential Information. If the documents or other materials are not capable of being returned, the receiving Party must destroy and certify the destruction of such documents and materials to the reasonable satisfaction of the Disclosing Party.

10.5 The Merchant's personal/sensitive personal data/information shall be governed by the Privacy Policy of the Platform, which terms (including all amendments, modifications, reinstatements and substitutions) shall be deemed to be incorporated herein by way of reference.

11. INDEMNIFICATION AND LIMITATION OF LIABILITY

11.1 The Merchant shall promptly on demand indemnify, defend and hold harmless the Service Provider, its Affiliates and the End Customer and their respective officers, directors, proprietors, partners, managers, members, trustees, shareholders, employees and agents ("**Indemnified Parties**") for and against all claims, liabilities, costs and expenses (including reasonable attorney's fees) incurred or to be incurred by the Indemnified Parties that arise out of, in any way relate to, or result from any breach by the Merchant of any of the provisions of this Agreement, or breach of any laws by the Merchant, or negligence, fraud or willful misconduct of the Merchant or its Affiliates and their respective officers, directors, shareholders, employees, contractors, subcontractors, agents and personnel. For the avoidance of doubt, it is further clarified that the right to indemnification in connection with any of the aforesaid claims of cause of action is independent and in addition to other rights and remedies of the Indemnified Person that may be available at law or in equity. The Service Provider shall have a lien on the Products and on the consideration received from the End Customer for the sale of the Products on the Platform until the Merchant has fully discharged its obligations and liabilities to Indemnified Parties in accordance with this Agreement. In the event the Merchant is unable to indemnify the Indemnified Parties within a reasonable period of time, the Service Provider shall be entitled to sell or otherwise dispose of the Products and set off the proceeds out of such sale and disposing off against Indemnified Parties' indemnification claims and/or if permitted under law or by virtue of any order of any court of law, the Service Provider shall be entitled to receive the sale consideration from the payment gateway which otherwise would have remitted by such payment gateway to the Merchant and/or set off the amounts received by the Service Provider from the End Customer who has availed cash on delivery services.

Notwithstanding the generality of the above, the Merchant shall promptly on demand indemnify, defend and hold harmless the Indemnified Parties for and against all claims, liabilities, costs and expenses incurred or to be incurred by the Indemnified Parties that arise out of, in any way relate to, or result from (i) the Service Provider Grievance Officer acting as the grievance officer of the Merchant, or (ii) the actions undertaken by or the decisions made by the Service Provider and/or the Service Provider Grievance Officer while providing the customer support services or resolving grievances or complaints of the End Customers in terms of the Customer Care Mechanism, (iii) the Merchant failing to undertake the actions required to be undertaken by the Merchant in terms of the Customer Care Mechanism, or (iv) the obligations and responsibilities of the Merchant or the Service Provider / Service Provider Grievance Officer towards the End Customers, whether under applicable law (including but not limited to the Consumer Protection Act or otherwise).

11.2 **Service Provider's Limitation of Liability:**

NOTWITHSTANDING ANYTHING CONTRARY CONTAINIED IN THIS AGREEMENT, IN ANY EVENT, THE SERVICE PROVIDER AND ITS AFFILIATES SHALL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), PRODUCT LIABILITY OR OTHER THEORY), TO THE MERCHANT OR ANY OTHER PERSON OR ENTITY FOR COST OF COVER OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF REVENUES, LOSS PROFIT OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OR DATA) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT. The Service Provider's entire liability to the Merchant under this Agreement or under any applicable law or equity shall be limited solely to actual and proven direct damages sustained by the Merchant as a result of the gross negligence or wilful misconduct of the Service Provider and its Affiliate and their respective directors, officers, employees and agents in the performance of their respective services and other obligations under this Agreement. In no event shall the Service Provider be liable, vicariously or otherwise, to the Merchant and its Affiliates or any third party for any losses, damages, liabilities, costs (including reasonable legal costs) and expenses (including taxation) which are in the aggregate in excess of the (i) amounts paid by the Merchant to the Service Provider in the immediately preceding 12 (twelve) month period under this Agreement – if such losses et al are due to Platform Services, or (ii) the cost of the Products (excluding Services Fees) sold by the Merchant to the End Customer – if such losses et al are due to the Transaction Support Services. Service Provider must take utmost care and caution while conducting inspection and quality control of the Product(s) of the Merchant. The Service provider shall be responsible only for any damage attributable directly to the Service Provider, that occurs to the Product while conducting such inspection and quality control for and on behalf of the Merchant.

12. FURTHER REPRESENTATIONS AND WARRANTIES

12.1 In addition to other representations and warranties in this Agreement, each Party represents and warrants as follows:

(i) it is a corporation duly organized, validly existing, and in good standing under the laws of its incorporation;

(ii) execution and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby do not and will not contravene the certificate of incorporation or by-laws of such Party and do not and will not conflict with or result in (a) a breach of or default under any indenture, agreement, judgment, decree, order or ruling to which such Party is a party that would materially adversely affect such Party's ability to perform its obligations under this Agreement, or (b) a breach of any applicable law;

(iii) it shall comply with all applicable laws in the performance of its obligations and the exercise of its rights under this Agreement; and

(iv) it shall cooperate with the Service Provider, and the Services Provider's tax, financial, and legal advisors in order to ensure compliance by all parties with the provisions of applicable laws.

12.2 EXCEPT AS SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT. EACH PARTY HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

12.3 The Service Provider specifically disclaims any and all express or implied warranties with respect to the Platform, Platform Services and Payment Facilitation Services and these are provided on 'as is' basis.

13. TERM OF AGREEMENT

13.1 This Agreement shall commence on the Effective Date and shall be valid until termination. ("**Term**").

13.2 Either Party shall have the right to terminate this Agreement and all the existing Commercial Terms by issuing a 30 (thirty) day prior notice of termination in writing without any additional obligations or liabilities to each other.

13.3 Either Party shall have a right to terminate this Agreement or any Commercial Terms thereto upon any material breach of this Agreement by the other Party provided that where in the reasonable opinion of the non-breaching Party, such breach is capable of cure, the non-breaching Party shall not terminate this Agreement or any Commercial Terms thereto without providing the breaching Party a cure period of 30 (thirty) to cure such breach and provide the non-breaching Party with necessary documents satisfactorily evidencing cure of such breach.

13.4 The Service Provider shall have the right to terminate this Agreement upon occurrence of any insolvency event in relation to the Merchant. It is clarified that an insolvency event in relation to the Merchant shall be deemed to have occurred upon occurrence of any of the following:

(i) The Merchant has ceased to carry on or threatens to cease the Business; or

(ii) The Merchant has passed an effective resolution or a binding order has been made for its winding up except under a scheme of amalgamation; or

(iii) The Merchant has become insolvent or has entered into liquidation (unless such liquidation is for the purposes of a fully solvent reorganization); or

(iv) The Merchant has entered into, or taken steps to enter into, administration, administrative receivership, receivership, a voluntary arrangement, a scheme of arrangement with creditors, any analogous or similar procedure in any jurisdiction or any other form of procedure relating to insolvency, reorganization or dissolution in any jurisdiction, or a petition is presented or other step is taken by any person with a view to any of those things.

13.5 All the terms and conditions referred to above are subject to the Platform Policies that will be published on the Platform, as may be amended from time to time.

14. CONSEQUENCES OF TERMINATION

14.1 Upon expiry or termination of this Agreement all Confidential Information and any other materials which may have been provided by one Party to the other shall be forthwith returned and the returning Party shall certify such return and all copies thereof or any other material or information which cannot be returned, shall be destroyed completely;

14.2 Termination of this Agreement shall not relieve any Party of any of its obligations or liabilities and affect the rights and remedies of a Party, which have accrued prior to the date of termination.

14.3 The provisions of this Agreement contained in Sections 9 (Intellectual Property), 10 (Confidentiality), 11 (Indemnification), 12 (Representations and Warranties), 14 (Consequences of Termination), 15 (Governing Law) and 16 (Dispute Resolution), 17.2 (Notices) shall survive the expiry or early termination of this Agreement.

14.4 Termination of this Agreement shall not affect any obligations or duties of the Merchant and Service Provider towards the End Customer which obligations or duties accrued before the termination of this Agreement.

15. GOVERNING LAW

15.1 This Agreement shall be governed by the laws of India without giving effect to its principles of conflict of laws. Subject to the provisions of Section 16 (Dispute Resolution), the courts at Mumbai shall have the exclusive jurisdiction in respect of any matter or dispute under or connected with this Agreement, each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on the Merchant anywhere in the world, whether within or without the jurisdiction of any such court including on the designated electronic mail address.

15.2 The Merchant and the Service Provider shall not accept this Agreement and use the Platform if the Merchant and the Service Provider does not wish to submit to the aforesaid applicable laws and jurisdiction.

16. DISPUTE RESOLUTION

16.1 Any dispute which arises between the Parties shall be attempted to be resolved by good faith discussions between the Parties.

16.2 Where the Parties are unable to resolve such disputes by good faith discussions within a period of 30 (thirty) days business days from the date of a written notice by either Party notifying existence of such dispute, either Party shall be free to refer the dispute to arbitration in accordance with this Section. This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceeding.

16.3 The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 (as applicable in India) for the time being in force, and/or any statutory modification or re-enactment thereof.

16.4 The place and seat of arbitration shall be Mumbai and the language of the arbitration shall be English.

16.5 The arbitration shall be conducted by 3 (three) arbitrators. Each Party shall appoint one arbitrator each and the two appointed arbitrators shall appoint a presiding arbitrator. In case the Parties fail to appoint their respective arbitrators within thirty 30 (thirty) days from the submission of dispute for settlement through arbitration in accordance with Section 16.2 above, or the two appointed arbitrators fail to appoint the presiding arbitrator within 30 (thirty) days from the date of appointment of the later of the first two arbitrators, a sole arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996 by the appropriate court of law.

16.6 The award rendered shall be in writing and shall set out the facts of the dispute and the reasons for the arbitrator's decision. The award shall apportion the costs of the arbitration as the arbitrator deems fair.

16.7 Notwithstanding anything contained in this Agreement, both Parties agree and acknowledges that the covenants and obligations with respect to the matters covered by this Agreement and set forth herein relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause irreparable loss and injury to the aggrieved Party. Therefore notwithstanding the provisions of this Agreement, either Party shall be entitled to approach any appropriate forums for obtaining an injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate.

17. GENERAL CLAUSES

17.1 **Independent contractors**
The relationship between Parties is on principal to principal basis. Nothing in this Agreement shall be deemed to constitute either Party a partner, joint venture agent or legal representative of the other Party, or to create any fiduciary, employer-employee relationship between the Parties.

17.2 **Notices and Correspondences**
Notices
Any notice, consent or waiver (including notice for Arbitration) required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent (i) upon delivery when delivered by hand, (ii) 3 (three) days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking delivery, (iii) when transmitted, if sent by confirmed facsimile, or (iv) 5 (five) days (if Merchant is in India) or 14 (fourteen) days (if Merchant is outside of India) after the date sent, if sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to the Merchant:
[At the address provided by You]

If to the Service Provider:
Pepperfry Limited
Address: Pepperfry House,
next to UHDE House, Opp. Cipla R&D Centre, Surya Nagar, LBS Marg, Vikhroli (West), Mumbai - 400083, Maharashtra, India
Attention: Mr. Ashish Shah

[Service Provider may change the aforesaid address by posting the same on the Platform]

17.3 **General communications through electronic mode:**
When the Merchant uses the Platform or send emails or other data, information or communication to the Service Provider, the Merchant agrees and understands that the Merchant is communicating with the Service Provider through electronic records and the Merchant consents to receive communications via electronic records from the Service Provider periodically and as and when required. The Service Provider will communicate with the Merchant by email at the designated electronic mail address provided by the Merchant at the time of registration.

17.4 **Assignment and Sub-Contracting:**
The Merchant shall not assign any of its rights, obligations or responsibilities under this Agreement without the prior written consent of the Service Provider and in absence of such consent any such assignment shall be null and void. All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and authorized assignees. The Merchant understands, acknowledges and agrees that the Service Provider may subcontract one or more of the Service Provider Business to any third party including Affiliates.

17.5 **Press Releases / Public Statement:**
Unless required by law, the Merchant will not make any public announcement or issue any press release concerning the transactions contemplated by this Agreement without the prior consent of the Service Provider.

17.6 **Amendment and evolution of Commercial Terms on periodic basis:**
The Service Provider may amend this Agreement, Commercial Terms and Platform Policies at any time by posting a revised version on the Platform. All updates and amendments may be notified to the Merchant on designated electronic mail address. The Merchant is advised to regularly check for any amendments or updates to the terms and conditions contained in this Agreement, Commercial Terms and Platform Policies. It is strongly advised that Commercial Terms be checked on daily basis as these evolve on regular basis based on certain criteria. The Merchants using the Platform, Platform Services or Service Provider Business after Service Provider's amendment to this Agreement, Commercial Terms and Platform Policies shall be deemed to be the Merchant's unconditional and absolute acceptance of such amendments (effective from the date such amendments were made by the Service Provider). If the Merchant does not agree to the change or amendments, the Merchant can cease using the Service Provider Business (except for those Products which have been bought by the End Customers) and may terminate this Agreement as provided in Section 13.2.

17.7 **Severability**
It is the intent of the Parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

17.8 **Waiver**
Except as expressly provided in this Agreement, no waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any preceding or subsequent breach of that or any other provision hereof.

17.9 **Further Assurance**
Each Party shall co-operate with the other Party and execute and deliver to the other Party such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights hereunder and the intended purpose of this Agreement and to ensure the complete and prompt fulfillment, observance and performance of the provisions of this Agreement and generally that full effect is given to the provisions of this Agreement.

17.10 **Covenants Reasonable**
The Parties agree that, having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties. If any such covenant is held to be void as going beyond what is reasonable in all the circumstances, but would be valid if amended as to scope or duration or both, the covenant will apply with such minimum modifications regarding its scope and duration as may be necessary to make it valid and effective.

17.11 **Independent Rights**
Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such right shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

17.12 **Counsel and management participation**
You and the Merchant acknowledge and confirm that your attorneys and management representatives have read, reviewed and approved this Agreement and that You and the Merchant have had the benefit of its independent legal counsel's advice with respect to the terms and provisions hereof and its rights and obligations hereunder.

17.13 **GRIEVANCE OFFICER**
In accordance with the Information Technology Act, 2000 and the rules made thereunder, the name and contact details of the Grievance Officer currently is Lt Cdr Naveen Abhishek with address at Pepperfry House, next to UHDE House, Opp. Cipla R&D Centre, Surya Nagar, LBS Marg, Vikhroli (West), Mumbai - 400083, Maharashtra, India. To register your grievance, Click Here. Any change shall be communicated on the Platform. Service of notice for Dispute Resolution and for purposes other than those which are required under the Information Technology Act, 2000 to be given only to the Grievance Officer shall not be valid.

ADDITIONAL TERMS APPLICABLE FOR CIVIL WORKS MERCHANT

These additional terms ("**Additional Terms**") shall form an integral part of the E-commerce Services Agreement and shall be read in consonance with the E-Commerce Services Agreement and the Terms of Use. The Additional Terms shall be co-terminus to the E-Commerce Services Agreement and shall be applicable only to the Civil Works Merchants. In the event of conflict between the E-Commerce Services Agreement, Terms of Use and the Additional Terms, the Additional Terms shall prevail.

1. Definitions

1.1 "**BOQ**" means a bill of quantities, which is an itemized sheet of all products, furniture, services and their costs and forms a part of the Service Agreement.

1.2 "**Civil Works Merchant**" shall mean and include any merchant who is listed on the website (www.pepperfry.com) and provides civil and turnkey project solutions for commercial and/or industrial and/or residential premises in the Territory.

1.3 "**Civil Project**" shall mean and include all the products sold and services rendered by the Civil Works Merchant, under the Service Agreement, to the Customer.

1.4 "**Customer**" shall mean the customer which avails the services of a Civil Works Merchant through the website to undertake Civil Projects;

1.5 "**Project Value**" shall mean the consideration, exclusive of taxes, including any subsequent increase or decrease therein, payable by the Customer for the entire Civil Project to be undertaken by the Civil Works Merchant. The Project Value shall be specifically mentioned in the Service Agreement.

1.6 "**Service Agreement**" shall mean and include the agreement entered between the Civil Works Merchant and the Customer detailing the terms, including but not limited to, project plan, drawings, designs, scope of Civil Project, BOQ, phase wise completion timelines, Project Value, obligations, responsibilities, etc. and the Service Provider shall be the confirming party to the Service Agreement.

1.7 "**Service Provider**" shall mean Pepperfry Private Limited.

1.8 "**Unfair Practice**" shall mean as described under Section C of these Additional Terms.

2. Confirmations, Representations, Undertakings, and Obligations of the Civil Works Merchant

2.1 The Civil Works Merchant undertakes, confirms and acknowledges that:

(i) it shall ensure that a Service Agreement is executed with the Customer prior to commencement of work for the Civil Project and the Civil Works Merchant shall adhere to all the terms and conditions of the Service Agreement;
(ii) the Civil Project shall be undertaken and completed as per the timelines mentioned in the Service Agreement. Any foreseen delays, deviations or stoppage of the Civil Project, shall be communicated in advance in writing, to the Service Provider, along with the reason thereof. The Service Provider shall communicate the same on behalf of the Civil Works Merchant to the Customer;
(iii) it has the requisite expertise and professionals to perform its obligations as a Civil Works Merchant and shall undertake the services in a professional manner, in accordance with good industry practices and as per the terms and conditions detailed in the Service Agreement;
(iv) it shall be solely responsible to appoint, manage and enter into agreements with sub- contractors, if any, for undertaking the Civil Project. The Service Provider shall not be responsible under any contract or tort, for any claims raised by the sub – contractors against the Service Provider and/or the Civil Works Merchant. Any claims, as maybe raised by the sub-contractors against the Service Provider, shall be managed and resolved by the Civil Works Merchant. Any liabilities accruing through such claims on the Service Provider shall be promptly indemnified in full by the Civil Works Merchant;
(v) it shall be responsible for designating a site supervisor for each Civil Project, who shall be responsible for ensuring that the Civil Project is undertaken as per the timelines, scope of work and quality standards;
(vi) it shall ensure that any increase or decrease in the Project Value, after execution of the Service Agreement, caused due to any reason as mentioned in Section H herein, are duly approved in writing by the Customer and the Service Provider. Every change in Project Value shall be duly signed off by the Customer and the Service Provider in the manner mentioned under the Service Agreement;
(vii) it shall ensure that any iterations to the Civil Project plan, BOQ, Project Value, drawings, designs or any other aspect of the Civil Project, will require prior written consent from the Customer and shall be duly approved by the Service Provider. The Civil Works Merchant shall ensure that all the consents procured from the Customer and Service Provider during the execution of the Civil Project are stored in the records of the Civil Works Merchant;
(viii) it shall communicate and share the warranty/guarantee related terms and conditions with respect to each service and/or product, to the Customer and shall provide service or assist in servicing all the claims that maybe raised by the Customer in relation to a service/product during the respective warranty/guarantee period;
(ix) in case the Project Value is increased due to any reason whatsoever, then the Service Provider shall be entitled to charge its service fees on such increased Project Value. Incase of decrease in the Project Value then the Service Provider shall be liable to set off the excess service fees in relation to the decreased Project Value against the subsequent service fees chargeable by the Service Provider to the Civil Works Merchant;
(x) it shall procure the materials, as required under the Civil Project, from the partners as empaneled by the Service Provider for the purpose of its Bespoke endeavor;
(xi) it shall be responsible to manage the logistics required in connection with undertaking of the Civil Project. Any damages in transit shall be the responsibility of the Civil Works Merchant;
(xii) neither the Civil Works Merchant, nor its sub-contractors, agents, employees, and representatives will make any untrue, false, misleading communications to the Customer in the name of the Service Provider and will not hold out themselves to be the agents, employees, representatives, personnel of the Service Provider. Any liability accruing due such acts on the Service Provider shall be the responsibility of the Civil Works Merchant and shall be promptly indemnified in full by the Civil Works Merchant;
(xiii) it has sought independent advice from experts on taxations, and other financial and legal aspects surrounding the Civil Project. The Civil Works Merchant shall have no recourse against the Service Provider;
(xiv) it hereby grants the Service Provider the right to generate and issue BOQs, quotations and provide designing services, on behalf of the Civil Works Merchant, to the Customer;
(xv) it shall adhere to the SOPs, guidelines in relation to, including but not limited to, indemnifications, penalisations, quality of civil work, etc. of the Service Provider while undertaking the Civil Project; and
(xvi) the design as finalized between the Customer, Service Provider and the Civil Works Merchant, shall be duly confirmed and approved by the Civil Works Merchant. Any issue that may arise during undertaking of the Civil Project, due to faulty design or defect in design, shall be mutually resolved between the Service Provider, Customer and the Civil Works Merchant. Neither the Civil Works Merchant nor the Customer shall be have any legal and/or financial recourse against the Service Provider for such faulty design or defects in designs, once deigns are confirmed and approved by the Civil Works Merchant

3. Unfair Practices

3.1 The Civil Works Merchant specifically agrees, covenants and undertakes that the Civil Works Merchant shall not, either directly or through any agent, employee or person including any affiliates, group companies, corporation, partnership, joint venture, trust, society or other unincorporated body which is, or shall be, wholly or substantially, owned or controlled by the Civil Works Merchant, during the subsistence of the Term:

(i) solicit any of the customers/users or encourage any of the customers/users to make purchases or avail services from its own store/business/outlet/online website or any other online portals other than from the website (www.pepperfry.com);
(ii) conduct such acts, activities or deeds that may disrupt or harm the brand loyalty of the customers/users towards the Service Provider;
(iii) provoke and conduct such acts, deeds or activities, that may result in decrease in the customer retention rate of the Service Provider or increase customer/user dejection (including and not limited to negative feedback or low rating) for the Service Provider and it's aided services;
(iv) directly promote, market or sell any other products or services offered by the Civil Works Merchant to the Customer; and
(v) increase or decrease the Project Value without intimating the Service Provider or remit or receive unauthorized payments to or from the Customer in relation to the Civil Project.

3.2 The Civil Works Merchant shall be responsible to indemnify the Service Provider against all direct, indirect, special damages, losses as maybe incurred by the Service Provider due to the Unfair Practices of the Civil Works Merchant.

4. Cancellation Of Order

4.1 The Civil Works Merchant agrees, acknowledges and confirms that the cancellation fee that shall be charged to the Customer in case of cancellation of the Civil Project prior to the execution of the Services Agreement, shall be considered as the service fee of the Service Provider for such cancelled order and shall be deemed to be fully earned and non – refundable.

4.2 Cancellation of order shall be managed, in the manner mentioned under the Service Agreement

4.3 The Service Provider shall not be responsible for breach or termination of Service Agreement. Any costs, liabilities or obligations accruing therefrom shall not be the responsibility of the Service Provider.

4.4 In cases of Work Project cancellations, for any loss, damages, dues from Customers or any other claims by the Civil Works Merchant, the Service Provider's sole responsibility shall be to remit the service fee collected by the Services Provider on behalf of the Civil Works Merchant from the Customer, to the Civil Works Merchant. The Civil Works Merchant acknowledges that any dispute due to order cancellation shall be resolved between the Customer and the Civil Works Merchant.

5. Merchant Remittance

5.1 All remittances shall be processed after applying/off setting all adjustments due from the account of the Civil Works Merchant. In the event a Civil Works Merchant has any queries with respect to the amounts being remitted to its account pursuant to the Civil Project, please contact the Payments Team of the Service Provider.

5.2 Intimation of completion of a transaction for a Civil Project shall be deemed to be the date after completion of 3 (three) months from the site handover to the Customer.

5.3 The remittance to Civil Works Merchant shall be undertaken in tranches as per the remittance cycle mentioned below:

Tranche	Status ("T")	Project Value (less services fees of the Service Provider) Remittance to Civil Works Merchant
1	Material Dumping at Site	10%
2	25% project completed	30%
3	60% project completed	30%
4	Site handover	20%
5	On completion of 3 months post site handover	10%

5.4 The final tranche of remittance to Civil Works Merchant shall be undertaken, as per applicable laws and within the T+3 timeline prescribed by the Reserve Bank of India (wherein "T" shall mean the date after completion of 3 (three) months post site handover to the Customer).

6. Change In Civil Works Merchant

6.1 The Civil Works Merchant understands, agrees, confirms and acknowledges that in scenarios wherein the Civil Works Merchant is changed during the term of the Civil Project, for reasons as mentioned below, then in such scenario, the old Civil Works Merchant's entitlement shall be determined on a pro rata basis in relation to the percentage of work completed, and the remittance to the Civil Works Merchant shall be undertaken accordingly. The prior Civil Works Merchant shall be liable to service all the Customer claims in relation to the work completed by such Civil Works Merchant.

6.2 The Civil Works Merchant agrees that the following are the reasons or basis on which a Civil Works Merchant may be changed during the Civil Project by the Customer and/or Service Provider:

(i) the quality of civil work being unsatisfactory in the opinion of the Service Provider and/or the Customer;
(ii) or
(iii) repeated delays in the completion of the Civil Project; or
on request of the Customer but solely at the discretion of the service provider, in the manner
(iv) mentioned under the Service Agreement; or
on discretion of the Service Provider for any reason whatsoever.

6.3 The new Civil Works Merchant shall ensure that it has taken complete handover of the Civil Project from the old Civil Works Merchant and shall be responsible to complete such Civil Project as per the BOQ and other terms as finalized between the Customer and the old Civil Works Merchant including but not limited to the Project Value, timelines etc.

6.4 The old and new Civil Works Merchant agree that the Service Provider shall only facilitate the handover process. The old and new Civil Works Merchant shall not have any recourse against the Service Provider in case of any shortcomings, or improper handover.

6.5 The Civil Works Merchant shall be provided a written intimation letter regarding such change along with reasons thereof.

6.6 The Civil Works Merchant does not have the voluntary right to back-out from a Civil Project or terminate the service agreement, once accepted.

7. Events of Default and Penalty

7.1 The Civil Works Merchant agrees and acknowledges that it shall be liable to be penalized, at the sole discretion of Service Provider pursuant to the request of the customer, under the following events of default:

Sr. No.	Event of Default	Penalty
1	Delay in site handover due to reasons as mentioned in clause 7(1)(i), by more than a week from the committed date of site handover.	1% of Project value, for per week of delay. In no event shall the penalty under this event of default be more than 5% of Project value less service fees of the service provider
2	a) Wrong/Inferior material specification used, which is not as per the BOQ, project specification chart or the standard make list; and/or b) Application procedure adopted is not as per the agreed Application procedure	a) Defaults is 10 or less than 10 in number in a civil project: Penalty of Rs 5000/- on every instance of default and redo with right material specifications. b) Defaults is more than 10 in number in a civil project: The registration of the Civil Works Merchant shall be cancelled from the website for a period of 3 months. c) Repeat defaults across multiple civil projects: The registration of the Civil Works Merchant shall be cancelled from the website for a period of 1 year.
3	Failure to maintain site hygiene as per the interior fit-out standard guidelines	Penalty of Rs 1000/- on every instance of default.

7.2 The Civil Works Merchant acknowledges and agrees that the penalty levied on the Civil Works Merchant shall be deducted from the tranches of the remittance to be undertaken by the Service Provider to the Civil Works Merchant, as per the remittance cycle mentioned in clause 5.3 and the Service Provider shall refund the aggregate penalty to the customer after 1 month from the actual site handover, on behalf of the Civil Works Merchant. The Civil Works Merchant agrees that such refund shall be treated as discount provided by the Civil Works Merchant to the project value to the customer and clearly indicate the same in the final invoice.

7.3 The Civil Works Merchant understands and agrees that delays in completion of Civil Project with respect to the timelines committed, may result due to the following reasons:

(i) Factors in control of the Civil Works Merchant,
(ii) Factors in control of the Customer,
(iii) Factors not in control of the Civil Works Merchant, and
(iv) Factors not in control of the Customer.

8. Project Value

8.1 The Civil Works Merchant agrees and confirms that the Project Value shall be subject to subsequent increase or decrease only due to the reasons as mentioned below:

(i) Additional scope of work from the Customer's end;
(ii) Change in scope of work from the Customer's end;
(iii) Delay in Civil Project completion due to factors in control of the Customer;
(iv) Any other material reason that the Service Provider may deem fit;
(v) Any regulatory or taxation changes;
(vi) Factors not in control of the Civil Works Merchant, Service Provider or the Customer; and/or
(vii) Change in the Civil Project design.

8.2 The quantum of increase or decrease in the Project Value shall be determined on Civil Project to Civil Project basis, as maybe mutually agreed in writing between the Customer and the Civil Works Merchant in consultation with the Service Provider.

FULFILLMENT SUPPORT SERVICES TERMS

The Pepperfry Platform is committed to ensuring that all support services being offered by it or its group companies to Merchants are offered in a fair and non-discriminatory manner. The Fulfillment Support Services being offered hereunder are being made available to all Merchants who opt for availing the same (and to all Merchants in similar circumstances in a fair and non-discriminatory manner). These additional terms ("**Fulfillment Support Services Terms**") shall form an integral part of the E-commerce Service Agreement and shall be read in consonance with the E – Commerce Service Agreement and the Terms of Use. The Warehousing Terms shall be co-terminus to the E – Commerce Service Agreement and shall be applicable to the Merchants availing Fulfillment Support Services. In the event of conflict between the E-Commerce Service Agreement, Terms of Use and the Fulfillment Support Services Terms, the Fulfillment Support Services Terms shall prevail.

I. Appointment

1. The Service Provider shall solely be responsible to provide the services as mentioned hereunder and as per these Fulfillment Support Services Terms to the merchant,

2. The service provider has the right to provide the service hereunder either by itself or through appointing one or more Fulfillment Support Services Partners ("FSSP") for the purpose of providing Fulfillment Support Services to the merchants, in part or full, on behalf of the service provider.

3. The service provider shall notify the merchants availing the Fulfillment Support Services, the names of the FSSP and the location of the warehouses at PAN India.

4. In the event of appointment of FSSP, the Service Provider agrees and accepts to ensure that all the responsibilities and obligations of the service provider under these Fulfillment Support Services Terms are duly undertaken by the FSSP. In the event FSSP fails to undertake its responsibilities and obligations under these Fulfillment Support Services Terms, the Service Provider shall undertake the same. For clarity, under these Fulfillment Support Services Terms for all purpose, the service provider shall be solely responsible to the Merchant for the responsibilities and obligations of the FSSP.

II. Consideration

In consideration to availing of Fulfillment Support Services by the merchant from the service provider, the Merchant agrees that the Merchant shall be responsible to pay "Fulfillment Support Service fee" to the service provider, with effect from January 23, 2019, which shall form a part of the service fees payable by the Merchant to the service provider.

III. Scope of Services

1. Warehousing inward services shall include services, including but not limited to, quality control check, creation & submission of goods receipt note.
2. Inventory maintenance, management and storage services
3. Warehousing outward services shall include services, including but not limited to, invoice generation on behalf of merchant, dispatch of the product to the location of the merchant.
4. Monthly inventory count report
5. Insurance of inventory at the warehouse
6. Record maintenance of inward and outward

IV. Services and Record Keeping

1. The service provider shall maintain necessary records in connection with the services rendered, including but not limited to, inward records, stock records, outward records, insurance claims. Service provider shall facilitate the Merchant availing Fulfillment Support Services, in obtaining registration under goods and services tax, in the name of the Merchant at the warehouses at PAN India.
2. The Merchant shall be responsible to raise Warehouse Request Note ("WRN") and share the same with the service provider for availing the Fulfillment Support Services in relation to the products as mentioned in the WRN. The merchant agrees that the acceptance WRN, for inward of the products shall be subject to availability of warehousing space at the warehouse and the merchant shall be solely responsibly to enquire with Service provider regarding the availability of space at the warehouse before raising the WRN. The service provider reserves the right to reject the inward of products in the event of non -availability of warehousing space at the warehouse.
3. Basis the WRN and acceptance of WRN by Service provider, the Service provider shall accept the inward of products in the warehouse as mentioned in the WRN. On receipt of the products from the Merchant, Service provider shall indicate the shortages and/ or loss and/or damages, if any, together with the full value forthwith, in the acknowledgement given to the Merchant, save for inherent defects and damages which are not visible upon reasonable inspection or where visual inspection is not possible due to the nature of the packaging.
4. The Merchant expressly agrees that service provider shall undertake invoicing on behalf of the merchant before dispatch of products to the customers pursuant to an order received by the merchant on the platform. Service Provider shall promptly comply with the instructions of the Merchant for dispatch and delivery of the products to the specified customer. All such instruction from the Merchant shall be in writing or via email or shall be automated through integration of the systems of Service Provider and the merchant. The merchant agrees that the invoicing shall be undertaken by Service Provider as mentioned in Clause 8.13 of the E – Commerce Service Agreement
5. Service Provider shall submit monthly inventory report to the merchants.
6. Service Provider shall submit an inventory certificate evidencing the count of inventory at the warehouse if required to do so by the merchant for audit purposes. However, the merchant shall be responsible to sends such request for inventory certificate in writing to the FSSP atleast 15 days prior to the required date of inventory certificate. Alternatively, the Service Provider may allow the auditors of the merchant to enter the warehouse and physically verify the inventory of the Merchant provided the merchant sends such request for physical verification of inventory in writing to the Service Provider atleast 15 days prior to the date of physical verification of inventory and Service Provider accepts the same.
7. In the event that a product stored at the warehouse and is not sold through the platform within days, as maybe communicated Service Provider to the merchant, from the date of issue if GRN for such product, then the Service Provider shall have the right to return the product to the merchant, at its sole discretion. The Merchant agrees to not dispute such bonafied RTVs

V. Ownership of Products and Limitation of Liability

1. The products shall always remain the property of the merchant. Service Provider acknowledges that the products stored in the warehouse are the property of the Merchant and Service Provider shall not pledge and/or hypothecate such products stored in the warehouse
2. Service Provider and/or FSSP shall not be liable for any loss, damage, claims, demands, legal proceedings, costs, expenses or otherwise arising from any delay or default in the performance of any product, Service Provider and/or FSSP shall be only liable for the loss, damage caused to the Products while the Products are in the warehouse and such loss or damage is solely and directly attributable by reason of any negligence on the part of the Service Provider and/or FSSP . Service Provider and/or FSSP shall not be responsible for the loss, breakage or damage to the products resulting from improper packing, insufficient coverage, inadequate boxing or crating, wear and tear or loss or damage due to the inherent qualities of the products. Service Provider and/or FSSP shall also not be liable or responsible for any loss or damage of products caused by any leakage or for concealed damage.
3. Notwithstanding anything contained in these warehousing terms, neither the service provider nor the FSSP shall be liable, whether in contract or tort or otherwise arising out of or in connection with these services, for any consequential, exemplary, punitive, special, indirect or other incidental loss or damage, including but not limited to loss of income, profits, interest, revenue, utility or market, whether or not FSSP/service provider knows or has previously been advised of the possibility of such loss or damage.
4. Neither the service provider nor the FSSP shall be liable in contract, tort or otherwise for any financial loss, damage, costs, proceedings (including attorneys fees) or expenses of any nature whatsoever incurred or suffered by merchant arising from or in connection with:
   a. inadequate or improper packaging or labelling of the Products by merchants;
   b. natural deterioration of the Products or the materials in which they are packed or contained;
   c. any acts, errors, omissions, negligence or misconduct of merchant or the employees, contractors, merchants or agents of the Merchant;
   d. handling, loading, stowage or unloading of the Products by Merchant, its' employees, agents, contractors and/or merchants;
   e. inherent vice or defect of the Products;
   f. any Force Majeure Event or any cause which the Service Provider and/or FSSP could not avoid;
   g. any reasonable depletion;
   h. the fault of the consignor or consignee;
   i. compliance with the instructions given to the Service Provider/FSSP by Merchant, its' employees, agents and/ or contractors.
   j. Non compliance with any laws, rules and regulations of India

VI. Physical Count and Stock Take

1. For the purposes of the Agreement:
   (i) the term "inventory discrepancy" means the shortfall in the quantity of the Products at the warehouse during a physical stock-take as compared against the quantity-on record (as defined hereunder), after taking into account the surpluses of Products (if any) found at a preceding
   (ii) physical stock-take;
   the term "quantity-on-record" means the recorded quantity of Products held by the Service Provider/FSSP at any point in time, according to the records of the Service Provider's/FSSP's inventory management system; and
   (iii) where any payment has been made to the Merchant in respect of any shortfall in the quantity of the Products by the service provider/FSSP, such shortfall shall be disregarded in computing the amount of stock discrepancy.

2. The data entered into the Service Provider's/FSSP's inventory management system shall be used for ascertaining whether or not there is any stock discrepancy.

3. The Service Provider's/FSSP shall inform the Merchant in writing or via email if any shortage in the physical quantity of the Products (whether due to human error in data entry or systems error or otherwise) discovered during day-to-day warehousing operations.

4. Subject to the inventory discrepancy allowance referred to in this Clause (referred in physical stock count below) and other provisions of these services, the FSSP or service provider shall compensate the Merchant for the discrepancy (less any agreed discrepancy allowance) provided that the FSSP/service provider is not liable to make payment if such discrepancy is not due to or caused solely and directly by the negligence of the FSSP/service provider. The compensation shall be paid in Indian Rupees and, unless otherwise agreed in writing between the Parties, the amount thereof shall be based on the cost price of such Products as recorded in the inventory system used by the Service Provider/FSSP or if there are no such cost price recorded, the replacement cost of the Products or if such replacement cost cannot be ascertained, the cost of such Products in the service provider's/FSSP's reasonable opinion (and in forming such opinion, the service provider's/FSSP shall have regard to documentary evidence, if any, provided by the Merchant of the cost price of the products)

5. Any claims for stock discrepancies and shortfalls may only be made by the Merchant after the stock-take report recording such discrepancy or shortfall has been submitted to it.

VII. Insurance

1. The service provider/FSSP or any other entity authorized by the FSSP in the behalf, shall take a comprehensive insurance as it deems fit and necessary to protect their products against all perils at the warehouse. In the event of any loss or damage to the products, while the products are in the warehouse, merchant shall render necessary assistance to the service provider/FSSP to enable them to make the insurance claim.

VIII. Statutory Compliance and Indemnity

1. Service provider/FSSP is complying with and further undertakes to comply at all times with all formalities required to be complied with under any laws or orders in respect of their Fulfillment Support Services under the Agreement.

2. The Merchant shall be responsible for all statutory obligations in respect of the quality, quantity, packaging, labelling of the products, such as including but not limited to, Legal Metrology (Packaged Commodities) Rules, 2011 (as amended from time to time) and the Legal Metrology Act, 2009, Goods and Services Act, as well as due compliance of various other statutory obligations. In the event of any claim or legal proceedings initiated by any third party or statutory authorities, it is clarified that the Merchant as a manufacturer / dealer of the products shall alone be responsible and the Merchant shall keep Service provider and/or FSSP indemnified/service provider always against such claims, expenses costs, levies fees, fines, penalties etc.