

SELLER AGREEMENT

THIS AGREEMENT (THE “**AGREEMENT**”) IS AN ELECTRONIC DOCUMENT IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THERE UNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS AGREEMENT DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THE AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND AUTOCON (BOTH TERMS DEFINED BELOW). THE TERMS OF THIS AGREEMENT WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND AUTOCON, INCLUDING WITH RESPECT TO THE LISTING, MARKETING, SALE AND DELIVERY OF ANY PRODUCTS THROUGH THE WEBSITE (DEFINED BELOW). IF ANY TERMS OF THIS AGREEMENT CONFLICT WITH ANY OTHER DOCUMENT/ELECTRONIC RECORD, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL, UNTIL FURTHER CHANGE / MODIFICATIONS ARE NOTIFIED BY AUTOCON.

For the purpose of this Agreement, the individual or any legal entity (company, sole-proprietorship, partnership, HUF etc.) representing itself through its duly appointed authorized signatory only, who has completed AUTOCON’s Seller Registration Form as required by AUTOCON (here in after, referred to as the “**Seller**” / “**You**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include Your heirs / subsidiaries, affiliates, successors and permitted assigns) shall constitute the

FIRST PART;

AND

AUTOCON INSTRUMENTS , having its office at Radhanpuri Bazar, 2nd Floor, Vora Building, Bhavnagar 364001, INDIA hereinafter referred to as “**AUTOCON**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the **SECOND PART**.

Seller/You and AUTOCON can be referred to as the “**Party**” individually and as the “**Parties**” collectively, as the context may require.

Whereas

AUTOCON provides an online marketplace for sellers (“**Sellers**”) and buyers (“**Buyers**”) to buy & sell products & services. Users of the platform/buyers can place orders on various listed sellers to fulfill the same. AUTOCON’s role is limited to managing the website AUTOCON.BIZ and offering other incidental services to enable transaction between the sellers and Buyers.

AUTOCON and seller may be referred to as ‘**Party**’ individually and as ‘**Parties**’ collectively. Seller is desirous of selling its products through [AUTOCON.BIZ](#), AUTOCON’s mobile website or mobile app (collective referred to as “**AUTOCON.BIZ**” or “**website**”).

Subject to the provisions of this Agreement, and in consideration of the obligations undertaken by the seller as set forth in this Agreement, and relying on the representations and warranties of the seller, AUTOCON is desirous of offering its marketplace services to the seller, enabling the seller to sell its products through [AUTOCON.BIZ](#), under the terms and conditions mentioned herein:

1. AUTOCON RESERVATION OF RIGHTS

1.1 Seller shall accurately describe the Product for sale. Seller shall provide and/or upload the content and images of the products for which they are authorized to sell. AUTOCON retains the right to determine the content, appearance, design, functionality and all other aspects of the website and to delay or suspend listing of, or to refuse to list, or to de-list, or to require seller not to list, any or all products on the website

1.2 AUTOCON shall receive orders for the products displayed on behalf of the seller only in the capacity of the entity that provides an access to the website, marketing and distribution channel to the seller

1.3 With the sole intent of facilitating the transactions on [AUTOCON.BIZ](#), AUTOCON shall do payments processing, refunds & adjustments and remitting sales proceeds to the seller's Bank Account after deducting their commission and other charges

1.4 AUTOCON shall capture the buyer/order details placed on the sellers and share the details of same with the seller for the supply of the products. The seller shall acknowledge receipt of the same. On receipt of the order, seller will make the products ready for dispatch within the specified period. The seller shall issue Invoices to the buyers and deliver the products in accordance with the order received

1.5 AUTOCON will extend its services to sellers by giving mandates to logistic partner for facilitating the smooth functioning of the transaction between the seller and buyer. Seller hereby gives rights to AUTOCON to put the outer packing on an original packing through logistic partner to make the product suitable for shipping and transportation purpose. Any damage in transit on account of inadequate/unsuitable original packaging will be to the account of seller.

1.6 AUTOCON shall not in any manner be held liable or responsible for the defects in the products, if any

1.7 Seller shall notify AUTOCON immediately in writing of any circumstance that it expects will cause a delay in delivery of any products. Seller shall further provide the following information in writing to AUTOCON: i) the estimated period of delay and the reasons thereof; ii) the actions that will be taken by seller to avoid or overcome such delay; and iii) the date by which seller expects to deliver the products. In case seller fails to make the product ready for dispatch within the period as stipulated, penalty will be imposed by the AUTOCON and the amount of the penalty shall be solely decided by AUTOCON

1.8 AUTOCON has the rights to change the display name of the seller on [AUTOCON.BIZ](#) at its discretion

2. SELLER REPRESENTATIONS & WARRANTIES

2.1 The seller represents and warrants that it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized by all requisite corporate actions to do so

2.2 The seller represents and warrants that it is not in violation of any contract, law, regulation, order or decree or that it is hindered or obstructed in any manner by any contract, law, regulation, order or decree in effectively performing its obligations under the terms and conditions of this Agreement

2.3 The seller represents and warrants that it will perform its obligations under this Agreement in compliance with all applicable laws, necessary for the performance of its obligations mentioned in this Agreement

2.4 The seller represents and warrants that it will provide such cooperation as reasonably necessary in order to give full effect to the provisions of this agreement. The seller further represents and covenants that the products listed on AUTOCON.BIZ shall be in a merchantable condition and such products shall conform to the quality standards prescribed by applicable law, if any.

2.5 The seller agrees that it will not sell directly to any buyer received through AUTOCON.BIZ

2.6 The seller shall indemnify AUTOCON with respect to any losses, damages, penalty, fines or other impositions caused due to non-compliance of standard operating procedures & agreement terms by the seller

3. PACKING & RETURNS

3.1 The seller acknowledges and agrees that packing of the products is an integral part of this agreement and the same shall be subject to all general standards of law applicable to the products as such

3.2 The seller shall ensure that packaging shall be sufficient to protect the products from outside elements, so as to have no or minimal adverse effect on the quality

3.3 The seller hereby gives rights to AUTOCON to put the outer packing on an original packing. Any damage in transit on account of inadequate/unsuitable packaging will be to the account of seller. In case of loss of item during transit, AUTOCON will facilitate appropriate compensation payable by the logistics provider

3.4 If the products against an order are delivered in parts, they will be considered as part of single order and all expenses of packaging, storage and duties & taxes will be borne by seller.

3.5 AUTOCON shall have no obligation to pay for or return any kind of packing material used by seller

4. FINANCIAL TERMS

4.1 Payments for orders completed shall be made to the seller as per the cycle specified AS 07-10 days after Receipt of the material to the buyer and confirmation about correctness of the supply or non-receipt of the complain from buyer side.

4.2 In case seller fails to make the product ready for dispatch buyer within the period as stipulated

above, AUTOCON will be nonetheless be entitled to the marketing fee on the product as agreed to in this agreement

4.3 Seller is obligated to sell the goods at competitive, best and listed prices (inclusive of all applicable taxes) to buyers

4.4 Seller represents and warrants that it has the right and ability to sell and that the listing is accurate, current, and complete and is not misleading or otherwise deceptive

4.5 Seller will be responsible for payment of all applicable sales tax/VAT

4.6 Seller agrees and acknowledges that it will pay the marketing and other fees for all the orders received through AUTOCON

4.7 The seller hereby agrees to accept all sales return COD (Cash on Delivery) or Non COD (Non-Cash on Delivery), which are refused/not accepted by the buyer at the time of delivery

5. CONSUMER RIGHTS

5.1 The title of ownership to the products shall pass to the buyer at the time of delivery

5.2 Seller shall issue a suitable, duly stamped, manufacturer's warranty card to the buyer with the product at the time of dispatch of the products, if applicable

5.3 Seller shall be held liable or responsible for the defects in the products, if any. However, seller agrees that repair, replacement or 100% refund of money will be given to the buyer against manufacturing defect or damage

5.4 The responsibility for redressal of buyer complaints will rest solely with the seller, at all times

5.5 In the event the products provided by the seller are not in conformity with this agreement or the order, in such a case, the seller shall either (i) remove deficiencies from the products supplied; or (ii) replace the products

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Seller hereby declares & confirms that it deals in original, legitimate and genuine quality products

6.2 Seller represents & warrants that it has absolute right to sell the products through AUTOCON.BIZ

6.3 Seller shall not list any item or post any related material that (a) infringes any third-party intellectual property rights (including copyright, trademark, patent, and trade secrets) or other proprietary rights; or (b) is counterfeited, illegal, stolen, or fraudulent. AUTOCON shall not be liable for contents and images shared, uploaded or displayed on website by seller regarding its products and all consequent liability will be borne by seller only

6.4 Seller hereby grants to AUTOCON the right to display and delist the product, logo, trademark, brand name, etc. owned by it or its business associates for marketing/selling through

6.5 Seller represents that it has the necessary rights to grant such permission to AUTOCON and agrees to indemnify AUTOCON in respect of any claims, damages, losses etc., arising out of or in connection with violation of the same. Nothing contained herein shall be deemed to grant to the party either directly or by implication, any license to under any patents, trademarks, designs etc. belonging to the owner of the products/ intellectual property to the products.

6.6 In order that either party may protect its trademarks, service marks, trade names, trade secrets, corporate slogans, corporate logos, product designations (collectively the "Marks") and its goodwill, both seller agrees that they shall have no right to use the others marks in any mode or manner without the prior written consent of the other

6.7 Seller shall indemnify and hold AUTOCON, its customers, the operators, the agents, the successors and assignees harmless in respect of any third party claim resulting from the fault or negligence of the seller, if the re-sale and distribution of the products or part thereof covered by this agreement within any country infringes or is alleged to infringe any license, patent, design duly granted or registered under applicable laws or any other intellectual property belonging to a third party.

7. DATABASE AND CONFIDENTIALITY

7.1 Data of the buyers will be the exclusive property of AUTOCON, and seller will not use for its own purpose or distribute it in any form and shall keep it confidential at all times

7.2 Confidential information would include but not be limited to buyer details, market information, all work products and documents related thereto, the contents of the website AUTOCON.com or any other information which is treated as confidential by AUTOCON, and any other information received or to be received by seller which is agreed to be treated under the same terms

7.3 The parties understand and acknowledge that, whether in the course of performance of this agreement or otherwise, it will receive or become aware of Confidential Information of the other party

7.4 The parties agree that it shall use the Confidential Information of the disclosing Party only as follows:

- (a) To use such Confidential Information only in relation to the Agreement;
- (b) Not to disclose any such Confidential Information or any part thereof to a person outside the receiving party's business organization for any purposes unless expressly authorized by the disclosing party;
- (c) To limit dissemination of such Confidential Information to persons within the receiving Party's business organization who are directly involved in the performance of this Agreement and have a need to use such Confidential Information;
- (d) To safeguard the Confidential Information to the same extent that it safeguards its own confidential materials or data.

7.5 The Parties hereby agree that Confidential Information shall not include any of the following information that: (i) is independently developed by the receiving party without reference to any Confidential Information of the disclosing Party; (ii) is subsequently learned from a third Party without a duty of confidentiality; (iii) is as of the time of its disclosure part of the public domain; (iv) at the time of

disclosure was already in the possession of the receiving Party; (v) is required to be disclosed pursuant to a court order or government authority, whereupon the receiving Party shall, at its earliest opportunity, provide written notice to the disclosing Party prior to such disclosure and where feasible giving the disclosing Party a reasonable opportunity to secure a protective order or take other action as appropriate.

7.6 The receiving party shall immediately upon becoming aware of any unauthorized disclosure, give notice to the other Party of such unauthorized disclosure, misuse, theft or other loss of Confidential Information, whether inadvertently or otherwise.

7.7 The Parties' obligations under this Clause shall extend to the non-publicizing of any dispute arising out of this Agreement. The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information.

8. INDEMNITY

8.1 Seller shall, at all times and to the complete satisfaction of AUTOCON and without demur indemnify and hold AUTOCON harmless for any and all claims, demands, lawful action suits or proceedings, liabilities, losses, costs, expenses (including legal fees) or damages asserted against AUTOCON by the Buyer or any third party arising out of seller's actions or omissions in connection with the sale of seller's products and their performance during the period of this arrangement and for the products sold, even after the termination of this Agreement.

8.2 Seller represents and warrants that it is a legal entity engaged in a legitimate and lawful commercial enterprise & activity, having all regulatory approvals required to run the similar business and doing regular compliances with applicable provisions of laws. The seller shall indemnify AUTOCON against any action by a third party against the products supplied by the seller that is based on any negligent act or omission or willful conduct of the seller or employees of the seller and which results in: (i) any bodily injury, sickness, disease or death; (ii) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting there from; or (iii) any violation of any statute, ordinance, or regulation. The seller hereby represents and warrants to AUTOCON that it shall at all times keep AUTOCON fully indemnified against all claims, actions, proceedings and demands including any suits, claims, disputes or such differences that are brought directly against AUTOCON by any third party, on account of breach by the seller of any of the terms and conditions contained in this Agreement. Seller shall indemnify AUTOCON at all times against all claims, actions, proceeding and demands including any suits, claims, disputes or such differences that are brought directly against AUTOCON by any third party, on account of usage of the Product/s.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, IN ANY EVENT, REGARDLESS OF THE FORM OF CLAIM, BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, BUSINESS INTERRUPTION, AND LOSS OF INCOME OR PROFITS, IRRESPECTIVE OF WHETHER IT HAD AN ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AUTOCON TOTAL LIABILITY TO THE SELLER UNDER THIS AGREEMENT SHALL NOT EXCEED INR. 5,000/-.

10. ARBITRATION

If any dispute arises between the Parties hereto during the subsistence of this agreement or thereafter, in connection with or arising out of this agreement, the Parties hereto shall endeavor to settle such disputes amicably. In case the Parties fail to settle such disputes within a period of thirty (30) days, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996, by a panel of 3 (three) arbitrators. Each Party will appoint 1 (one) arbitrator and the 2 (two) arbitrators so appointed will appoint the third or the presiding arbitrator. Arbitration shall be held at Bhavnagar, Gujarat, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.

11. TERM AND TERMINATION

This Agreement shall remain effective from the Effective Date until termination as provided under this Clause. AUTOCON may terminate this Agreement upon written notice to the seller in the event that: (a) the seller commits a material breach of the Agreement and fails to cure such default to the AUTOCON reasonable satisfaction within thirty (30) days after receipt of notice; or (b) the seller becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditor' rights or otherwise ceases to conduct business in the normal course. Both the parties may terminate this Agreement without cause at any time by providing the written notice of 60 (Sixty) days. In the event that this Agreement is terminated in its entirety, the seller shall complete the pending schedules/ Purchase Orders already placed through the website at the time of termination of the Agreement.

12. MISCELLANEOUS

12.1 Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of India. Courts at Bhavnagar, the capital of India shall have exclusive jurisdiction over any/all claims arising out of this Agreement.

12.2 Entire Agreement

This Agreement shall constitute the entire Agreement between the Parties hereto relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto.

12.3 Waiver

The failure of any party to enforce any term or provision hereof shall not be construed to be waiver of such term or provision and shall in no way affect the right of such Party thereafter to enforce such term or provision or any term or provision hereof.

12.4 Amendments

No modification, amendment or waiver of the terms and conditions of this Agreement shall be valid or binding unless made in writing and duly executed by the Parties.

12.5 Principal -to-Principal Agreement

This Agreement has been entered into on a principal-to-principal basis and nothing contained in this

Agreement shall be deemed to constitute a joint venture, partnership, or agency relationship between AUTOCON and the seller. The Parties hereto shall not represent as an agent of the other under any circumstances and at any place and at any point of time and shall fulfil their obligations strictly in terms of this Agreement as between two independent principals in commercial transactions and none of the terms and conditions of this Agreement or their context shall be read or meant to be otherwise.

12.6 Assignment

Neither Party shall in any manner whatsoever transfer or otherwise assign this agreement or any of its rights or obligations hereunder without the prior written consent of the other Party. However it is hereby clarified and agreed between the parties to the agreement that AUTOCON may assign this agreement to any of its subsidiary, group, affiliate or holding companies without any prior consent of seller

12.7 Notices

All notices, requests for written approval and other communication provided for in this agreement shall be submitted in writing and transmitted by registered post, prepaid registered airmail or courier service at the address of the Parties as given under the Agreement. Either Party may, inform the other Party in case of any address change.

12.8 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.

COMMERCIAL TERMS – AUTOCON SUPPLIER AGREEMENT

Products and Purchase Order:

- i) AUTOCON shall place the Purchase Order on the Supplier and the same shall be fulfilled by Supplier as mentioned in the Purchase Order.
- ii) Location of delivery of Products shall be as per Purchase Order unless otherwise specifically mentioned by AUTOCON
- iii) AUTOCON shall reserve the right to make any changes to the specifications of the Products and/or cancel any Purchase Order within 4(Four) days from the issuance of the Purchase Order. Thereafter, prior to making any changes, AUTOCON shall seek prior written permission from the Supplier.
- iv) Products shall be replaced by the Supplier within 3 (Three) days from the receipt of intimation by AUTOCON . In case of further delay, AUTOCON should be duly informed in advance and AUTOCON decision on status of order shall be final.

v) All the payments under this Agreement will be made in favor of: M/s AUTOCON INSTRUMENTS(wherever applicable).

SERVICE CHARGES BY AUTOCON ;

AUTOCON WILL CHARGE SERVICE CHARGES FROM SELLER; AS CONFIRMED WITH THE SELLER ON EVERY TRANSACTION. PERCENTAGE WISE DEDUCTION WILL BE GIVEN TO THE SELLER ON THE TIME OF AGREEMENT; BASED ON THE PRODUCT SEGMENT. THE FIGURE CAN BE ALTERED BY AUTOCON WITH PRIOR NOTICE TO THE SELLER

Payment Cycle

AUTOCON will release payment to its vendors based on below matrix for all successfully fulfilled orders. Suceessfully fulfilled order means delivered to customer, and customer has accepted the goods without complains

Order Fulfillment Date	Any DAY			
Payment Date	7-10 days			

Seller will be paid sales value less our service charges less logistic amount.

Logistic Charges

**We will update you logistic charges, will be born by the venodr. Will be paid by Autocon to the logistic partner and will be deducted
And in cases where seller is managing the whole logistics and supply chain on his own, charges will be born by the seller, they may proceed with information to us.*

Logistic agreements will be update and negotiated periodically and will be updated to the seller.

Shipping Fee/Reverse Pick Up Fee Charges (By Fedex by road) to their specified service area	Rs 40/kg
COD charges	Rs 50/parcel Surface
Non service area by fedex	case to case basis

Discounting: If the vendor feels to discount any products, the complete discount to be borne by the

vendor.

Return and cancellations

S.No	Particulars	Scenarios	Shipping Fee	Reverse pick up Fee	Payment collection Fee	AUTOCON Marketing Fee
1	Using AUTOCON fulfillment center	Returns-Damaged or defective i.e. Not the wholesome product/Wrong	Borne by Vendor	Borne by Seller	Borne by Seller	Borne by Seller
2		Replacement offered	Borne by vendor	NA	NA	NA
3		Replacement in case of correct product delivery coz of size, color, material related issues	Borne by vendor	Borne by vendor	NA	NA
4		Post-shipment return/ Customer Non-acceptance (exclusive of point 1)	Borne by Vendor	Borne by vendor	Borne by Vendor	NA
5	Seller related cancellation	Out of Stock / Cancellation due to delay in shipment beyond 3 days from published dispatch date , etc;	NA	NA	Borne by seller	Borne by Seller