

**Website Terms of Vendor**

**VENDOR AGREEMENT**

**Last updated on 01-12-2021**

THESE WEBSITE TERMS AND CONDITIONS FOR VENDOR ("**TERMS OF SALE**" or "**TERMS**") IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THESE TERMS OF SALE DO NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE SUBJECT TO THE PROVISION OF ARTICLE 22.

THESE TERMS OF SALE IS A **LEGALLY BINDING DOCUMENT** BETWEEN **YOU AND GLOBAL GARNER SALES SERVICES LIMITED** (BOTH TERMS DEFINED BELOW). THESE TERMS OF SALE WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (DIRECTLY OR INDIRECTLY IN ELECTRONIC FORM OR BY MEANS OF AN ELECTRONIC RECORD OR MANUALLY SIGNED COPY) AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND GLOBAL GARNER (DEFINED BELOW) INCLUDING WITH RESPECT TO THE LISTING, MARKETING, SALE AND DELIVERY OF ANY PRODUCTS THROUGH THE WEBSITE AND PHYSICAL STORES OF THE VENDOR ALONG WITH THE USE AND ACCESS OF THE VENDOR PANEL.

THIS DOCUMENT IS PUBLISHED AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3 (1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 UNDER INFORMATION TECHNOLOGY ACT, 2000 THAT REQUIRES PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND USER AGREEMENT FOR ACCESS TO OR USAGE OF THE WEBSITE.

These Terms of Sale of the Website located at the URL **www.globalgarner.com** (the "**Website**") and mobile application under the name and style "Global Garner" (the "**Mobile App**") is between GLOBAL GARNER SALES SERVICES LIMITED (hereinafter referred to as "**GLOBAL GARNER**" or "**We**" or "**Us**" or "**Our**" or "**Company**") and \_\_\_\_\_, an individual/firm/company who is registered as a Vendor of GLOBAL GARNER (hereinafter referred to as "**You**" or "**Your**" or "**Yourself**" or "**Vendor**") having his/her/its registered office/Shop at

\_\_\_\_\_, (M) \_\_\_\_\_,  
(PAN \_\_\_\_\_/CIN \_\_\_\_\_ (if applicable) / Shop Establishment Registration Number (Gumasta) / \_\_\_\_\_) describe the conditions on which GLOBAL GARNER offers You access to the Website and such other services as are incidental and ancillary thereto ("**Services**").

*(An electronic copy of these terms with your details duly filled-in will be sent to your registered email address or will be uploaded on the Vendor Dashboard panel, take a printout and then self-attest all pages along with required documents should be again uploaded by you on the website, through your Vendor Dashboard)*

GLOBAL GARNER and YOU are hereinafter individually referred to as "**Party**" and collectively as "**Parties**", as the context may require.

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE USING OR REGISTERING ON THE WEBSITE OR ACCESSING ANY MATERIAL, INFORMATION OR SERVICES THROUGH THE WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS OF SALE, PLEASE DO NOT USE THE WEBSITE AND COMPLETE VENDOR REGISTRATION. IF YOU DO NOT WANT TO BE A VENDOR OF THE COMPANY, YOU CAN STILL USE THE WEBSITE/MOBILE APP AS A CUSTOMER OF THE COMPANY.

If You are accessing the GLOBAL GARNER WEBSITE or accessing the Services through the GLOBAL GARNER mobile application, then while these Terms will apply to such use, there may be additional terms (such as the conditions imposed by mobile application stores like Apple's iTunes, Android's Play Store, Microsoft's store from time to time) which will govern the use of the mobile application. These additional terms to the extent applicable are hereby deemed to be incorporated in these Terms of Sale by way of reference.

**1. GENERAL**

1.1 GLOBAL GARNER SALES SERVICES LIMITED is a company incorporated under the Indian Companies Act, 2013, having its registered office at A-1402-1403, Dev Vihaan, opp. Motera Stadium, Motera Ahmedabad, Gujarat 380005 and is an intermediary in the form of an online marketplace and is

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limited to managing the Website to enable Vendors to exhibit, advertise, display, make available and offer to sell the products and to enable buyers to purchase the products so offered ("**Products**"), and other incidental Services thereto ("**Services**") including use of the Website by the Vendors. The company shall not take any responsibility for the product/service being offered to sale and the language/content used for advertising the product. The Company has further developed a unique concept where it offers cash back options to its Buyers and Vendors in accordance with the provisions of Cash-back Annexure -I herein attached.

- 1.2 Under this unique concept of cashback to the users, the Global Garner shall give cash back through the Systematic Cash Back process and other processes to its users with its sole responsibility and the Vendor shall not have any responsibility and liability regarding the cashback to its users. This cashback arrangement is between Global Garner and its users. Global Garner gives cashback/ reward through Four different processes, which depends upon the option chosen by the user and through instant GG Coins. The process of Systematic Cash Back and other cashback options has been explained in detail in Annexure – 1.
- 1.3 These Terms are subject to revision by GLOBAL GARNER at any time and hence You are requested to carefully read these Terms from time to time before performing Your obligations and/or using the Website. Accordingly, the Company shall, at least twenty-four (24) hours prior to the implementation of the revision shall notify at your dashboard. The revised Terms shall also be made available on the Website. You are requested to regularly visit the Website to view the most current Terms. In the event such a facility is provided on the Website, you can determine when GLOBAL GARNER last modified any part of these Terms by referring to the "**LAST TERMS**" legend provided in that document. It shall be Your responsibility to check these Terms periodically for changes through the link, which is given on your dashboard at our website. GLOBAL GARNER may require You to provide Your direct or indirect consent to any update in a specified manner before further use of the Website and the Services. If no such separate consent is sought, your continued use of the Website and/or performance of obligations, following such changes, will constitute Your acceptance of those changes. In case you decide to reject the same, your account will stand temporarily suspended till the issue is amicably resolved between you & Global Garner Sales Services Ltd.

## **2. SERVICES**

- 2.1 The Company shall provide a platform for the sale of Your Product/s on the Company's Website and/or the Product/s bought from Your physical store by allowing You access to the Vendor Panel from a unique login-ID provided by the Company, through which transactions may be approved solely by You.
- 2.2 Upon the purchase of Your Product/s by a Buyer as approved electronically by You, the Company shall take necessary measures to intimate You via the Vendor Panel as to the occurrence of the said transaction to ensure timely delivery of the bought Product/s by You to the Buyer.
- 2.3 You in return for these Services, must pay the Company a fixed percentage of Commission more particularly described in Article 6 of these Terms of Sale on every approved online or offline purchase of Your Product/s by Buyers visiting either the website of the Company and/or Your physical stores.
- 2.4 For the entire Duration of these Terms, the Website shall be maintained by the Company. The ownership of the Website shall vest with the Company and the Company shall make its best efforts to deal with any technical issues affecting the Website (such as, for instance, the Website becoming inoperative).
- 2.5 The Company does not warrant that You will be able to use the Website and offer Your Product/s for sale at all times or locations on the Website or that the Website and the services provided through the Website will be uninterrupted or error-free or that the defects will be corrected by The Company.

## **3. VENDOR REGISTRATION**

- 3.1 As a part of the registration process, you hereby state that You have completed the Vendor Registration Form and have provided other relevant details as required by the Company. You represent that, in Your individual capacity, you are competent to contract, are at least eighteen (18) years of age, are of sound mind and are not disqualified from entering into a lawful contract.
- 3.2 You shall not have more than one active Account as Vendor (defined hereunder) on the Website. You also represent that You shall provide to the Company information about Yourself such as name, contact details, email address, bank account details, PAN No., TAN No. GST Registration, Certificate of Shop Establishment (as per local Government Body) and other compliance-related details through the Vendor Registration Form and that such information is true and correct as on date. It is compulsory for you to renew the Shop Establishment Certificate each year at your local Government Body and send the copy to the company for further record. If you fail to do so the company may temporarily suspend your vendor portal and as and when you submit the renewed Shop Establishment certificate the company will resume your services again.
- 3.3 If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or GLOBAL GARNER has reasonable grounds to suspect that such

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information is untrue, inaccurate, not current or incomplete, GLOBAL GARNER has the right to suspend or terminate Your unique login-id and refuse any and all current or future use of the Website / Services (or any portion thereof).

- 3.4 You shall have the option to accept or decline to accept these Terms. Please provide acceptance to these Terms if and only if You are agreeable to the provisions provided herein. On Your acceptance of these Terms, The Company will send a “**Terms Acceptance Notification**,” along with a copy of these Terms in PDF format, to the email address provided by You in the Vendor Registration form to enable You to carry out the requirements of Article 22.
- 3.5 If You are not agreeable to the provisions of these Terms, please decline by clicking on the appropriate box. This will stop the registration process immediately.

**4. VENDOR PANEL**

- 4.1 You will be responsible for maintaining the confidentiality of the Vendor Panel and the information provided therein and shall be fully responsible for all activities that occur under the Vendor Panel. You agree to (a) immediately notify The Company of any unauthorized use of Your account information or any other breach of security, and (b) ensure that You exit from the Vendor Panel at the end of each online session. The Company cannot and will not be liable for any loss or damage arising from Your failure to comply with this Article.
- 4.2 You may be held liable for any losses incurred by the Company or any other user of, or visitor to, the Website due to authorized or unauthorized use of the Vendor Panel as a result of Your failure in keeping the Vendor Panel and the account information secure, absolute, correct and confidential. You agree that as a registered Vendor of the Website, you shall not transfer/sell/trade Your unique login-id details or any other information relating to the Vendor Panel to any other person or entity.
- 4.3 The Company reserves the right to determine which Vendors may sell on the Website. The Company also reserves the right to suspend access to registered Vendors to the Website and the Vendor Panel or to terminate such access granted under these Terms, without assigning any reasons for doing so. The Company also reserves the right to select/delist the Product/s displayed/offered for sale or to be displayed/offered for sale on the Website.

**5. DURATION AND COMMENCEMENT**

- 5.1 These Terms shall govern the relationship between the Parties from the date the Vendor registers on the Website of the Company or with the company.
- 5.2 These Terms shall be applicable until terminated as per Article 20 of these Terms by GLOBAL GARNER. You may also send a seven (7) day prior notice of withdrawal to the Company.
- 5.3 Upon the fulfilment of the requirements prescribed in Article 22, these Terms shall be legally binding between You and the Company.
  - 5.3.1 You may choose to renew Your association with the Company after Your withdrawal. However, you must agree to bear any higher, revised terms/rates of Commission as then presently payable to the Company upon the successful sale of Your Product/s.
  - 5.3.2 The registration of the Vendor as prescribed by these Terms shall be only non-exclusive. This agreement is also non-transferable registration and all the duties and obligations given to You by the Company shall not be subrogated.
  - 5.3.3 The registration of the Vendor as prescribed by these Terms can also be “Exclusive” if Exclusivity is approved by the Company for the exclusive area, range allotted by the Company, subject to the condition that 50% of the monthly business of the Vendor must be routed through the Company’s platform. If the said volume of business is not routed through us, the exclusivity clause will automatically get cancelled. This agreement is also non-transferable registration and all the duties and obligations given to You by the Company shall not be subrogated.

**6. PAYMENT AND COMMISSION RELATED INFORMATION**

- 6.1 GLOBAL GARNER may from time to time contract with Third-Party Payment Service Providers including banks to facilitate the payment between Users and You and for collection of GLOBAL GARNER's fees and other charges.

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- 6.2 The Selling Price in respect of a Product/s purchased by a Buyer shall be received in split pay by You either online through the Payment Gateway offered on the Website, or offline directly from the Buyer by way of spot payment or Cash-On-Delivery, as per Your own payment collection policy. If an online Payment Gateway is used, the Buyer/vendor must bear all additional applicable charges (3% of the Selling Price) as would be applicable and payable to the Third-Party Payment Service provider.
- 6.3 You will be responsible for payment of all applicable taxes, Sales Tax or any other applicable taxes as per the law of the land.
- 6.4 The Company reserves the right to run promotions and offers to provide benefits/discounts on the Selling Price to the Buyer on the Website on various Product/s. Similarly, the Vendor may provide a discount /offer on the Product/s by lowering the Selling Price. Notwithstanding the above, the Selling Price of all Product/s offered on the Website shall be either equal to, or less than, the maximum retail price of that Product/s.
- 6.5 You shall require to pay Commission to the Company either at the **basic slab rate** or the **higher-slab rate** as listed in the Commission Grid available on the Website. **You are presently required to pay a**

**Commission of** : \_\_\_\_\_ % of \_\_\_\_\_

**Add Products / Shops** : \_\_\_\_\_ % of \_\_\_\_\_

**Add Products / Shops** : \_\_\_\_\_ % of \_\_\_\_\_

**Add Products / Shops** : \_\_\_\_\_ % of \_\_\_\_\_

**Add Products / Shops** : \_\_\_\_\_ % of \_\_\_\_\_

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**Add Products / Shops** : \_\_\_\_\_ % of \_\_\_\_\_

**of the Selling price of the Product/s sold by You as per the Commission Grid mentioned hereinabove.**

You agree and acknowledge that You will pay to the Company, the Commission at the above-mentioned rate as per the Slab-Rate provided in Commission Grid found on the Company's Website, along with Goods and Service tax levied as per the applicable law, for all the purchases made by the Buyers directly through the Company's Website and /or through Your physical stores by uploading the full, scanned invoices of such purchases on the Website of the company. In cases, where You do not have a billing scanner and payment kiosk, the Company will provide You with one through which a Virtual invoice can be created for the Buyer and can be uploaded by You. Once the user uploads his bills, it has to be approved or disapproved (as the case may be) by you within a maximum period of 5 days and you hereby agree for the same with this agreement.

- 6.6 This Commission amount along with GST is due to be payable for each transaction of the Product/s purchased and can be paid either on a daily basis or on a basis such as weekly (7 days) as the Vendor deems fit and suitable. But commission invoice once generated has to be paid within a maximum period of 15 days, without any further delay. The Company has the right to legally recover any pending commission from you once the bill uploaded by the user is verified by you and found genuine.
- 6.7 The Company shall have the right to amend the Company's Commission percentage applicable to each Product/s category as described in the Commission Grid provided online, with prior intimation of the same to You. Accordingly, the Company shall, at least twenty-four (24) hours prior to the implementation of the revised Commission percentage for any Product/s, notify You, by way of an email and/or a notification on the Vendor Panel detailing such modifications/amendments/revisions to the Company's Commission. It shall be Your responsibility to review the emails/notifications sent by The Company from time to time. Your continued use of Vendor Panel (including any updating any information in Vendor Panel, the listing of Product/s, inventory maintenance, etc.) after such modifications/amendments/revisions of the Company's Commission shall be deemed as acceptance of such modifications/amendments/revisions.
- 6.8 The Company provides Four cashback/reward options to its Users. Systematic cashback –First in First out (SCB- FIFO), Systematic cashback Radom pick process (SCB RPP), Instant cashback (IC) and My Circle. The user can change his cashback/reward option any time before his purchase. The company will not be responsible for any option chosen by the user. This option can be changed before any purchase but once a purchase is tagged under any cashback /reward option, it can't be changed. GG Coins are given instantly after each purchase after the receipt of commission from the vendor, which can be redeemed by a user on selected vendors and can be converted into GG Money as real cashback as per cashback options separate terms and conditions.
- 6.9 You are responsible solely for initiating the Buyer's cash-back process as only when You approve the purchases made by the Buyer, he then eligible for Cash-back (as per cashback option chosen). The Buyer

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shall be given cash-back only when You credit the Commission as described in the online Commission Grid that is due to the Company and as per the norms of the Cash-back (SCB) process or any other option as opted by the User as per Company's policy.

- 6.10 After the credit of the commission of Global Garner by vendor, it is the sole responsibility and liability of Global Garner to give 100% Cash-back through Systematic Cash Back process (SCB FIFO), or 2% to 100% cashback /reward through SCB RPP or 2% to 10% cashback/reward through Instant cashback /reward or Cashback up to Rs1crore through My Circle(depending up to its terms and conditions)as opted by the user, which is clarified in the annexure herewith, to the user/customer and vendor is not responsible in any manner for cashback.
- 6.11 You agree that the Company shall, at all times, have the right and option to deduct/adjust any payments due to, or from, You in one transaction, against any payments due to, or from, You in other transactions.
- 6.12 It is stated that all commercial terms such as dispatch, delivery of the Product/s etc., are bipartite contracts between the Buyer and You and the "Payment Gateway Facility" is merely used by the Buyer and You to enable the completion of the transaction. Use of the Electronic Gateway Facility shall not render the Company liable or responsible for the non-delivery, quality of the Product/s listed on the Website or for any other reason whatsoever.

## 7. REPRESENTATIONS AND WARRANTIES

### 7.1 *Joint Representations of Warranties*

The Parties hereby represent and warrant to each other as under:

- 7.1.1 The Parties have all requisite power and authority to execute these Terms, deliver and perform their obligations under these Terms and have been fully authorized by all requisite corporate actions to do so; and
- 7.1.2 The execution and performance of these Terms by either Party does not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement.

### 7.2 *Representations and Warranties of the Vendor*

You agree, acknowledge and understand that, at all times, for the entire duration of these Terms, You will:

- a) Abide by the provisions of these Terms, the Company Policies and the other Website policies, as may be applicable to you;
  - b) Not offer for sale/sell/deliver any Banned Product/s on the Website;
  - c) Deliver the Product/s to the Buyers in a timely manner consistent with the provisions of these Terms; and
  - d) Deliver the Product/s in accordance with all applicable laws, rules, regulations, governmental orders, etc., and applicable codes of practice, now or hereafter in effect, relating to Your performance under these Terms;
  - e) You are using the Website provided and owned by the Company;
  - f) The permission granted by the Company to use the Website as an online marketplace is on a non-exclusive basis;
  - g) The Company reserves the right to deny access to, or revoke, such permission to use the Vendor Panel and/or Website at any time;
  - h) The Company shall have the right to remove the listing of any Product/s being offered for sale by You;
  - i) The Company shall have the right to offer discounts, run promotion campaigns on the Selling Price to the Buyers from the Company's Commission. You shall not object to the provision of such discounts given by The Company;
  - j) Any and all data derived as a result of these Terms will be owned by the Company and You shall have the right to utilize such data for the duration of these Terms to fulfil Your obligations hereunder;
- 7.2.1 You represent that You are competent to contract and are not disqualified from contracting under any law in India.
- 7.2.2 You have procured and shall maintain all licenses and registrations required for selling the Product/s online or otherwise for the entire Duration of these Terms.
- 7.2.3 You agree, represent and warrant that You shall not describe Yourself as an agent or representative of the Company or make any representations to any Buyer or any third party or give any warranties which are of such a nature that the Company may be required to undertake, or be liable for, whether directly or indirectly.
- 7.2.4 You agree, represent and warrant that You shall not, for the entire duration of these Terms, offer the Product/s listed on the Website, to any other website or through any other platform, at a price which is less than the Selling Price, as listed on the Global Garner Website.
- 7.2.5 You agree to attend to and resolve, the Buyers' queries with regard to the delivery of the Product/s and the quantity and quality of the Product/s at Your discretion from the date of receipt of such queries.

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- 7.2.6 You hereby represent and warrant to the Company that there are no restrictions, hindrances or encumbrances of any nature which, in any manner, restrict the performance of the obligations by You under these Terms.
- 7.2.7 You shall be responsible for payment of Your own taxes and any taxes/levies/cess applicable on the Product/s sold through the Website, and shall indemnify and hold harmless, the Company, from any liability in this regard.
- 7.2.8 You hereby declare and confirm that You deal only in original, legitimate and genuine Product/s which are either self-manufactured and/or procured from legitimate channels and in compliance with all the legal requirements. You further declare that You shall not violate the intellectual property rights of any third party and for any breach or violation of such intellectual property rights, you shall be held solely responsible and shall further indemnify the Company in that regard.
- 7.2.9 The content of the Product/s, the text descriptions, graphics or pictures regarding the Product/s being uploaded on the Website and the Product/s packaging, shall not be obscene, libellous, defamatory or scandalous or which is capable of hurting the religious sentiments of any segment of the population or constitute an infringement of any intellectual property rights of any person or entity.
- 7.2.10 You represent that You shall not, at any time, use any intellectual property of the Company in any manner without the prior written consent of the Company. You also represent that You shall not purchase any of the Company URLs and metatags on the Internet without the prior written consent of the Company.
- 7.2.11 You represent and warrant that if You are found indulging in providing false or misleading information or provision of defective or counterfeit Product/s, then the Company may initiate civil and/or criminal proceedings against You and the Company may, at its sole discretion, suspend, block, restrict, or cancel Your registration on the Website and /or disqualify/bar You from selling the Product/s on the Website.

**8. OBLIGATIONS OF THE VENDOR**

- 8.1 You shall maintain records of all the Product/s purchased by the Buyers through the Website, all returns, refunds, etc., as may be required for audit and regulatory purposes and for the service purposes of buyers of the Website.
- 8.2 During the Duration of these Terms, you shall appoint a representative, who shall be The Company’s point of contact for any and all matters related to these Terms, including all additional sales and delivery related matters.
- 8.3 You shall be solely responsible and liable for any complaints and queries of Buyers with respect to the Product/s, delayed delivery or non-delivery of the Product/s purchased or any complaints with respect to the quality or quantity of the Product/s delivered.
- 8.4 You shall be solely responsible for making any representations or warranties with respect to the quality of the Product/s to the Buyer, including all relevant Product/s warranties.
- 8.5 All orders placed on the Website are covered under the “100% Cash-back” programme or as opted by the User. You agree to fulfil the commitments made under the abovementioned program. The said programme grants the Buyer cash-back rewards for being a regular purchasing Product/s using the Website.
- 8.6 You shall, at all times, comply with all applicable laws including without limitation compliance with laws relating to sales tax, VAT and as implemented by Central/State Government from time to time.
- 8.7 In case you wish to change or expand or close your business, you shall inform the company by giving a due notice period of one month and pay any unpaid commission to the company.

**9. PURCHASE AND DELIVERY OF PRODUCT/S**

- 9.1 You agree that You will abide by the provisions of these Terms and The Company Policies, including any amendments thereto made by the Company from time to time which may be made without prior notice to You.
- 9.2 You are required in the ordinary course to have Your own existing payment collection and product delivery mechanisms as per these Terms. However, it is agreed by the Company that in the instance that You have no means to provide these facilities, then Company shall aid the Vendor and assist in the same at **an extra cost**.
- 9.3 You shall upload the Product/s listings for the sale of the Product/s in the appropriate category, through the Vendor Panel. You shall also be required to provide all details relevant to the sale/purchase of the Product/s, including the Selling Price, an informative description of each Product/s (including but not limited to the length, breadth and height of the Product/s) and its contents, by way of text descriptions, graphics, or pictures or videos which will be listed on the Website with the Selling Price.
- 9.4 You represent that You shall provide accurate Product/s information on the Vendor Panel/Website which must not be misleading and shall describe the actual condition of the Product/s. The Company rejects any liability for all Product/s sold to Buyers through its website and the responsibility to ensure Product/s quality and accuracy vests solely with You. If the sold Product/s does not match the Product/s description displayed on the Website, the Vendor shall be responsible.
- 9.5 You shall neither attempt nor aid another to sell any Product/s falling in the category of the Company “Banned Product/s and Services” List on this Website. If such a Product/s is listed online for sale, the liability for the same is solely borne by You and necessary action may be taken against You by the Company. The Company shall be entitled to block all such Product/s and shall also have the right to suspend or terminate Your access to the Vendor Panel and the Website or terminate these Terms forthwith.

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- 9.6 When the sale of a Product/Service has been approved and confirmation of the same has been issued to the Buyer, you cannot refuse to comply with the said order and reverse the transaction, unless the Buyer cancels the order within the requisite time-frame as decided by You. Only in case if you have no stock of the ordered product/service or in case you are not able to deliver the ordered product/service in the particular area, you can deny delivering the ordered product/service.
- 9.7 For all orders placed on the Website, payments shall be collected by Global Garner, in the mode (i.e., by Payment Gateway Facility or Cash-On-Delivery) as opted for by the Buyers. You agree that the online Payment Gateway Facility provided by the Company is not a banking service nor a financial service undertaken by it but the Company is merely a facilitator, providing an automated online electronic payment system, using the existing authorized banking infrastructure and credit card payment gateway networks for the transactions on the Website. Further, by providing the online Payment Gateway Facility, the Company is neither acting as a trustee nor acting in a fiduciary capacity with respect to any transaction on the Website or collected in person by courier agencies.
- 9.8 The Vendor Panel will reflect the change in status upon the receipt of the payment of the Selling Price of the Product/s, intimating You of the successful completion of the sale.
- 9.9 The Company shall provide the necessary backend infrastructure, like call-centre, order management system, etc., for capturing the Buyer/order details placed on the Vendor Panel at an extra cost. The orders placed by the Buyer will be forwarded to You or reflected in the Vendor Panel. You shall package the Product/s in accordance with its own packaging guidelines and dispatch the Product/s to the Buyer.
- 9.10 You shall bear the sole responsibility to ensure that the purchased Product/s are dispatched to the Buyer, within such time period which The Company may prescribe from time to time, along with all the required information, manuals, accessories (where applicable) warranty documents (where applicable) and any other relevant documents, to enable the Buyer to make optimum use of the Product/s purchased. You shall also issue a corresponding Invoice in the name of the Buyer, which Invoice shall be sent both electronically as PDFs and in hard copy format, to the Buyer along with the Product/s. You shall be responsible to update the Vendor Panel to reflect this development.
- 9.11 The default delivery model provided by The Company for the delivery of purchased Product/s to the Buyers is the "Seller Self Model" as detailed herein. In this Model, you will be responsible for packaging and shipping the Product/s to the Buyer via any courier agency of Your choosing.
- 9.12 You shall keep the Company informed promptly on any information that shall impact the delivery of Product/s to the Buyer or you can use the delivery service provider suggested by the company for smooth operations.
- 9.13 You confirm and understand that selling and delivering wrong, fake, duplicate, spurious, counterfeit, damaged, defective Product/s through the Website will cause great prejudice and harm to the reputation and goodwill of the Company and may also cause harm and prejudice to the Buyers. If the Company receives any complaint from any Buyer, the investigation will commence and if the allegations made are found to be true, then You shall be liable to refund the amount stated below in Article 14 and shall be liable to pay pecuniary damages to the Company.

**10. NON-DELIVERY/RETURN POLICY**

- 10.1 The Buyer of the Product/s shall be subject to and comply with the provisions of your respective individual Policies relating to the Return of Products and cases of No-Delivery, where the Product/s has not been delivered due to any reason/fault attributable to You or where a faulty Product/s is received.
- 10.2 The Parties agree and acknowledge that the Company shall be entitled to recover/adjust any outstanding amount due and payable by You to the Company under these Terms on providing just and sufficient cause, and You undertakes not to object to such recovery/adjustment.
- 10.3 You agree that You will abide by the provisions of these Terms, the Company Policies and all policies that may be framed by the Company from time to time.

**11. TRANSFER OF PRODUCT/S OWNERSHIP AND CONSUMER RIGHTS**

- 11.1 The ownership of the Product/s purchased will be transferred to the Buyer after successful delivery of the same at the destination provided by the Buyer, until which the ownership of the Product/s shall vest with the You alone. Any damage in transit on account of inadequate/unsuitable packaging will be attributable only to You. The Company shall not be responsible for any unsatisfactory or delayed performance of Yours including delays as a result of the Product/s being out of stock.
- 11.2 You will offer standard manufacturers or seller's warranty actually associated with the Product/s. However, the Parties agree that repair, replacement or refund of the money (subject to necessary deductions) will be given to the Buyer against manufacturing defect or damage. You shall issue a suitable, duly stamped, manufacturer's warranty card to the Buyer with the Product/s at the time of dispatch of the Product/s, if applicable. The Parties also agree and acknowledge that the primary and sole responsibility for redressal of the Buyer's complaints will rest solely with You at all times.

**12. INTELLECTUAL PROPERTY**

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 Vendor

- 12.1 You understand and acknowledge that the Intellectual Property used by Yourself, associated therewith, is the property of the Company.
- 12.2 You shall not use the Company's Intellectual Property or name as part of Your corporate or business name. Except as expressly provided otherwise herein, You shall not, by virtue of these Terms, acquire any right, title or interest in or to any the Company's Intellectual Property. The use by You of any of the Company's Intellectual Property is authorized only for the purposes herein set forth, and upon the termination of these Terms for any reason, such authorization shall cease.
- 12.3 All Product/s, documentation, company marks, the Company's Confidential Information and Intellectual Property Rights and all copies thereof must be returned to the Company upon request made by it and the same shall only be used by You in accordance with provisions of these Terms.

**13. LIMITATION OF LIABILITY**

- 13.1 It is the express intention of the Parties that each Party shall be responsible for its obligations hereunder, and that the Company shall not be liable under these Terms to You for any loss, damage, liability or expense with respect to Your obligations pursuant to these Terms. Any loss or damage sustained by the Company in connection with the performance of Your obligations hereunder shall solely be Your responsibility and for Your account.
- 13.2 In no event shall the Company, be liable to You, any Buyer or any other person or entity for any special, consequential, incidental, indirect, exemplary or punitive damages, however, caused, arising out of these Terms, the performance of the services by the Company for the Buyer or the provision of the Product/s by the Company, regardless of the form of action, whether for breach of contract, breach of warranty, tort, negligence, strict Product/s liability, infringement or otherwise (including, without limitation, damages based on wilfulness, loss of profits, data, files, or a business opportunity), and whether or not the Company has been advised of the possibility of such damages. This limitation shall apply notwithstanding any failure of the essential purpose of any limited remedy provided herein.

**14. INDEMNIFICATION**

- 14.1 You agree to indemnify and hold the Company, its directors, officers and employees (collectively the "Indemnified Party") harmless from any claim made against the Indemnified Party by a third party to the degree that such claim arises as a result of Your gross negligence or wilful misconduct in connection with Your obligations hereunder.

**15. REPORT ABUSE**

- 15.1 In the event You come across any abuse or violation of these Terms of Sale or if You become aware of any objectionable content on the Website, or if You believe Your intellectual property rights have been violated in any manner through the Website, please contact GLOBAL GARNER.

**16. COMMUNICATIONS**

- 16.1 When You use the Website or send emails or other data, information or communication to GLOBAL GARNER, you agree and understand that You are communicating with GLOBAL GARNER through electronic records and You consent to receive communications via electronic records from GLOBAL GARNER periodically and as and when required. GLOBAL GARNER will communicate with You by email or by notices on Website or electronic records on the Website or on Your mobile number which will be deemed adequate service of notice / electronic record to the maximum extent permitted under any applicable law.

**17. MISCELLANEOUS PROVISIONS**

- 17.1 **Additional Remedies**  
Subject to the provisions of Article 14 hereinabove, the Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, specific performance or other equitable relief to restrain any breach or enforce the performance of the covenants, representations, warranties and obligations contained in these Terms. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Parties may have at law or in equity, including without limitation a right for damages.
- 17.2 **Entire Legal Document**  
These Terms (including the recitals, annexures and schedules hereto and other documents and instruments referred to in these Terms) together constitute the entire legal document between the Parties with respect to the subject matter hereof and shall supersede any and all prior terms, understandings, assurances, including letters of intent and term sheets, either oral or in writing, between all or any of the Parties in relation to all or any of such matters.
- 17.3 **Further Assurance**

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The Parties to these Terms, at all times, shall act in good faith in the discharge of their obligations under these Terms and not do anything which would constitute a contravention of its terms. The Parties to these Terms shall from time to time execute and deliver all such further documents and do all acts and things as the other Party may reasonably require to effectively carry on the full intent and meaning of these Terms.

**17.4 Notices**

Any notice required or permitted by these Terms shall be in writing and shall be delivered in person, or sent by overnight globally recognized courier addressed to the designated representative of any Party as set forth below (or such other representatives as may be designated).

<b>If to Vendor – Kind Attn.</b>
<b>Address:</b>
<b>Email Address:</b>
<b>If to Global Garner then To, Legal-Global Garner Sales Services Limited A-1402-1403, Dev Vihaan, opp. Motera Stadium, Motera Ahmedabad, Gujarat 380005 Email: legal@globalgarner.com</b>

**17.5 Relationship**

The Parties hereto have agreed that their respective rights and obligations with regard to their business relationship between them inter se will be interpreted, acted upon and governed solely in accordance with the provisions of these Terms.

**17.6 Severability**

If any of the Articles of these Terms or the application thereof to any Person or circumstance becomes invalid, prohibited or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, these Terms shall be considered severable as to such Articles and such Article/s shall be inoperative and shall not be part of the consideration moving from one party to another and the remainder of these Terms and the application of such Article/s to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of these Terms shall be valid and enforceable to the fullest extent permitted by Law. Any invalid or unenforceable Article of these Terms shall be replaced with an Article, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

**17.7 Waiver**

The Parties may extend the time for performance of any of the obligations or other acts of the other Party; waive any inaccuracies in the representations and warranties of the other Party contained in these Terms or in any certificate, instrument or document delivered pursuant to these Terms; or waive compliance with any of the covenants, agreements or conditions for the benefit of such Party contained in these Terms.

**18. DISPUTE RESOLUTION**

18.1 In the event of any dispute arising out of or relating to these Terms, termination or invalidity thereof shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and or its statutory modifications. The Arbitration proceedings shall be conducted in English. The principles of natural justice must be observed in the arbitration proceedings.

18.2 The Parties shall be treated with equality and impartiality and each of them should be given an opportunity to present its case. The arbitrator/s shall not be bound by the strict rules of law and evidence and the Arbitral Tribunal shall be free to decide the matter as to do substantial justice between the Parties. The seat of Arbitration shall be at Ahmedabad. The Arbitration award shall be final and binding.

**19. GOVERNING LAW**

19.1 The said Terms shall be governed and construed in accordance with the laws of India. Subject to provisions of Article 18, the Civil Courts at Ahmedabad shall have exclusive jurisdiction to try and entertain any dispute arising out of or in connection with these Terms.

**20. TERMINATION**

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Vendor

- 20.1 Global Garner may terminate Your registration with immediate effect if You commit any Default with respect to Your obligations under these Terms.
- 20.2 Global Garner shall have a right to terminate this relationship with immediate effect, without any liability attributable to it, if You commit a Default.
- 20.3 For the purpose of these Terms, ANYONE or more of the following shall constitute an event of default (the “Default”):
  - 20.3.1 Failure to Perform – Your failure to perform Your obligations under these Terms;
  - 20.3.2 Breach of Representation or Warranty - Any breach of any representation or warranty made by You under these Terms;
  - 20.3.3 In the event, you are subjected to Insolvency events or commencement of any proceedings under the applicable bankruptcy laws if such proceedings have not stayed for a period of Sixty (60) days after its admission.
- 20.4 The “Insolvency Events” referred to above are as follows: -
  - 20.4.1 Being unable to pay its debts or has no reasonable prospect of being able to pay them;
  - 20.4.2 Entering into liquidation;
  - 20.4.3 Passing a resolution for creditors winding up;
  - 20.4.4 Entering into a composition in satisfaction of its debts;
  - 20.4.5 Suffering the appointment of an administrator, receiver or administrative receiver;
- 20.5 In the event of any Default, as specified in this Article, Global Garner shall recover from You all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action taken with respect thereto.
- 20.6 If you follow unethical practises or hamper the image of the Company by your acts or deeds
- 20.7 If we find that you indulge in mal practises or selling the product at an extra cost or taking anything extra in Global Garner’s name then this agreement will be terminated and the company can take legal action against you.

**21. EFFECT OF TERMINATION**

- 21.1 On expiration or earlier termination of these Terms:
  - 21.1.1 You shall cease to list, market, sell and deliver Your Product/s and/or cannot make use of the Global Garner marks or the Vendor Panel;
  - 21.1.2 All the Cash-back amounts and other payments being made to You shall cease to be made with immediate effect;

**22. VERIFICATION AND AFFIRMATION**

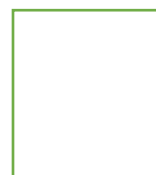
- 22.1 You hereby agree that upon receiving the Terms Acceptance Notification, you shall take a printout of a copy of the Terms provided by GLOBAL GARNER and shall sign along with your firm’s/company’s rubber stamp, if any, with Your photograph and signature on every page. You are duty-bound to ensure that the copy of the Terms is duly uploaded on Vendor Dashboard, which will be provided to you by the company.

IN WITNESS WHEREOF, the Parties hereto have executed these Terms on and as of the day and year first above written.

**Signed Sealed and Delivered by the within named Vendor**

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Name: \_\_\_\_\_  
 Authorized Signatory of  
 Global Garner Sales Services. Ltd.



Witness 1:

Name: \_\_\_\_\_

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 Authorized signatory of  
 Global Garner Sales Services Ltd.

.....  
 Vendor

Relationship: \_\_\_\_\_

Mobile No: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Witness 2:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Mobile No: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby declare that I have personally seen & verified all personal details, documents & I take full responsibility of

\_\_\_\_\_. Also  
I hereby declare that given prospect has been fully trained and educated about Global Garner's concepts and prospect is ready to work with full responsibility with Global Garner Sales Services Limited as Registered Vendor.

Assistant Channel Partner Name : - \_\_\_\_\_  
ACP Code : - \_\_\_\_\_  
Contact No : - \_\_\_\_\_  
Assistant Channel Partner Signature : - \_\_\_\_\_

#### ANNEXURE - I

#### GG User Cashback options

##### 1. SCB: Systematic Cash Back FIFO:

It is a systematic cashback process in which cashback/reward is given in 4 unequal instalments of Rs.500, Rs.1000, Rs.8500, 10000 GG Coins conversion to GG Money each as per unique auto-tagging system, where you have to do nothing except for generating your own UPVs by transacting through us for your daily needs

Cashback will start after a UPV is generated and thereafter new user (counted globally under your UPV) doing the same and after approval Cash Back will start **through SCB** as per tagging process given below on the basis of First in first out

#### **INSTANTLY GET MOVIE VOUCHERS /REWARD OR ANY OTHER VOUCHER WORTH Rs. 200 AND Rs.10000/- AS GG COINS ON UPV GENERATION**

AFTER 6	NEW UPVs	UNDER YOUR UPV	5% CASH BACK WILL BE PAID
AFTER 36	NEW UPVs	UNDER YOUR UPV	10% CASH BACK WILL BE PAID
AFTER 216	NEW UPVs	UNDER YOUR UPV	85% CASH BACK WILL BE PAID
AFTER 1296	NEW UPVs	UNDER YOUR UPV	10K GG Coins conversion to GG Money

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**THEREFORE, 100% CASHBACK / REWARD WILL BE PAID. This process will entirely depend upon the new UPV generated in the system and tagged under your UPV and tagging will be done as per the above algorithm.**

**2. SCB RPP: Random Pick Process**

It is a Cashback/reward process in which cashback/reward will be processed through a random selection of UPVs generated in a month. Cashback/reward will be processed monthly where qualifiers (users whose UPV has been generated) are arranged in a pool and then the number of qualifiers and cashback percentage are decided as per the above process called SCB but unlike SCB process of FIFO (First in and First Out), where the UPVs are given cashback as per tagging system as and when new UPVs are generated, in this process of RPP, the system will randomly pick the UPV for any given slab/amount of cashback but there will be a guarantee of everyone getting the cashback/reward from minimum 2% to maximum 100%. The amount of cashback /reward given to any user will be randomly decided by the system but the eligibility for the number of qualifiers under any given cashback slab will solely depend upon the SCB process only. The user which comes first or who comes last into the system has an equal probability of getting any amount of cashback due to the shopping done by others.

**3. Instant Cashback**

It is a cashback in which you can Shop and get guaranteed 2% to 10% instant cashback without waiting to form a UPV or without worrying about new UPVs tagging under your purchases. Cashback will be processed instantly as soon as you make a purchase of any amount and this purchase will not be counted under the SCB process.

**You can choose from any of the three options (1, 2, and 3). You are always allowed to change your cashback option anytime or during any purchase**

**4. My Circle User Cashback**

It is a cashback in which the User will be rewarded by referring new users to generate new UPVs under him from his own social circle. It is unlike other cashback options in which UPVs will be tagged globally. In this cashback, UPVs will be tagged within a circle formed by a user by generating his UPV at the beginning, thereafter referring 6 UPVs under his UPV, thus creating his own circle and completing the first Referral Circle.

Then these 6 UPVs thus formed will further refer 6 UPVs to his family and friends under each UPV of the first Referral circle creating a further 36 UPVs, thereby creating the second level of Referral Circle. Further, these 6 UPVs referring other 6 UPVs under each UPV of their previous referral Circle and so on till it reaches the maximum level of 9 circles, totalling 12093235 UPVs in a particular circle and giving Rs 2100000/- as a GG Money cashback and Rs 69.46 lakh GG coin conversion eligibility to the first UPV. Then this will keep continuing so on and so forth and other UPVs will keep forming or referring new UPVs and further creating 9 referral Circle under them to get the above rewards.

Cashback will be given after the completion of each referral circle, i.e. after 6 referrals are completed under each UPV of the previous circle. GG Coin conversion will be only after Referral Circle 3, i.e. from the 4<sup>th</sup> circle not before that. Subject to the availability of GG Coins in your GG Rewards.

My Circle	UPVs	GG Money Cashback	
	1		
Referral Circle 1	6	500	
Referral Circle 2	36	1000	
Referral Circle 3	216	3500	
Referral Circle 4	1296	5,000	Plus, 10K GG Coins Conversion to GG Money
Referral Circle 5	7776	18,000	Plus, 36K GG Coins Conversion to GG Money
Referral Circle 6	46656	50,000	Plus 1 Lakh GG Coins Conversion to GG Money
Referral Circle 7	279936	1,50,000	Plus 3 Lakh GG Coins Conversion to GG
Referral Circle 8	1679616	6,72,000	Plus 15 Lakh GG Coins Conversion to GG
Referral Circle 9	10077696	21,00,000	Plus 50 Lakh GG Coins Conversion to GG

**4. Buddy UPV Cashback**

It is a cashback/reward where you can get movie tickets worth Rs.200 as cashback/reward or any other reward/voucher when your referred User generates a UPV. You don't have to wait for the referral's cashback initiation process. You will get cashback **instantly** as soon as UPV is generated by your friend. So, don't wait just refer your friends.

**5. Referral Cashback**

Refer your friends and also get 10% of the Cash Back given to them (option 1, 2, 3 & 4).

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Refer a Vendor and get 2.75% of the commission given to us by the referred Vendors.

Cashback/ reward will be given in the form of **GG MONEY** which can be transferred to the bank account after deducting applicable taxes and charges or it can be in the form of reward in the way of vouchers etc. You can also start collecting your **GG COINS\*** by generating Shopping and by referring friends which can be redeemed with new purchases to the extent of 5% of the bill amount and GG-Coins up to Rs. 10000/ will be converted into GG-Money with 4th SCB Cashback Payout and then you can transfer it to his Bank account.

### **Registration Process for Vendor**

Global Garner Sales Services Ltd. provides you with the world's first digital and unique platform with Triple Verified users which offer 100% Cashback on each & every product and service you buy with no upper limit. Global Garner offers you a Long-Term Business Association opportunity. There shall not be any exclusivity for any vendor unless it is approved by the Company on the condition that 50% volume of the business is to be routed through Global Garner's platform. If you want exclusivity, in that case you have to sign a separate agreement for exclusivity for your business with the company.

Now to become a Global Garner Vendor (GG Vendor), complete the following easy steps:

Go to [www.globalgarner.com](http://www.globalgarner.com) and fill in your details online along with Aadhar No., PAN No. and Bank Details. On completion of your registration process, you will get GG Vendor ID. Now you are registered with us as a GG Vendor for doing business in your allotted Area.

### **Eligibility Criteria for Global Garner Vendor**

# Any Individual/Company/Firm (Partnership/Proprietor) who is selling products and services.

### **Global Garner Requirements**

- # Shop and Establishment Registration
- # Bank Account Mandatory
- # Service Providers should have PAN Number
- # VAT Registration, TIN Registration, CST Registration, GST Registration
- # Space for proper placement of GG Signboard
- # One dedicated staff with basic computer knowledge for GG Accounting
- # Willingness to build Relationships and provide the best services to the customers
- # Transparent and Honest Business Transaction
- # Should give bills with GG barcode to all GG users

### **Documents required for Vendor Recruitment as an Individual**

- # Passport Size Photographs 2 No.'s
- # Address Proof (2 Copies)
- # PAN Card (2 Copies)
- # Canceled Cheque/ Bank Statement/ Passbook
- # NACH (National Automated Clearing House) form dully signed (for commission)

### **Documents required for Vendor Recruitment as a (Shop/Firm/Company)**

- # Passport Size Photographs 2 No.'s
- # Address Proof Business (2 Copies)
- # PAN Card of Shop/Firm/Company and Authorised Signatory
- # Cancelled Cheque/ Bank Statement/ Passbook
- # NACH form dully signed (for commission)
- # Incorporation and Establishment Certificate
- # Letter or Board Resolution for Authorized Signatory
- # ID Proof of person who is signing the Agreement
- # Letter or Board Resolution for Authorized Signatory (for Company/Firm)

### **Duties and Responsibilities of Vendor**

- # Vendor is responsible for creating awareness and running the Global Garner cashback program.
- # Responsible for selling all products and Services selected to all GG Users at the location for which he/she is finalized as GG Vendor.

### **Benefits of associating as GG Vendor**

- # 100% Cashback with No upper Limit to all your customers through SCB (Systematic Cash Back Process).

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- # Or 2% to 100% Cashback through SCB RPP or 2% to 10% through instant cashback.
- # 100% Free Shop Listing and Digitalization Package worth Rs.50000.00 (Exclusive Website by GG)
- # Increase in Customer Base will enable the Vendor to Expand his/her Business.
- # Privilege of choice for Basic Commission or Cash Back Commission.
- # GG Vendor registered under Cash Back Commission plan will receive the Commission Back through SCB process which he/she paid to Global Garner as commission.
- # Opportunity to sell exclusive products and services through exclusive GG tie-ups.
- # Full training support from our Local Representative.

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