



MEMORANDUM OF UNDERSTANDING (MOU)

OF

VIPRA CHAMBER OF COMMERCE & INDUSTRY

WITH

SELLER (VENDOR) NAME: _____

SELLERSADDRESS: _____



This document is an electronic record in terms of Information Technology Act, 2000 and rules made there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and is certified by physical or digital signatures and the same has been incorporated by reference in the Vendor Agreement (defined below).

This agreement is made at _____ on this _____ day of _____ 20XX between _____, an individual proprietor/partnership firm duly registered under provisions of Partnership Act, 1932/ a trust incorporated under the provisions of Companies Act, 2013 having its registered office at _____ (acting through Mr. _____ duly authorized representative to enter into present agreement by Partners/Board of Directors) herein referred to as "the Vendor" which expression shall mean and include his/her/its successors in title, administrators and assigns) of the PART A.

And

VIPRA CHAMBER OF COMMERCE & INDUSTRY, having its registered office at Keshar Kunj, 19/1A, Roy Street, Kolkata-700020 through its Authorized Representative CA Sudheesh Sharma duly authorized by entity to enter in to present agreement (hereinafter referred to as "TRUST") of Part B. The parties above referred are individually known as "The Vendor" / "TRUST" as the case may be and collectively referred to as "the parties";

WHEREAS the Vendor is engaged in the business of

AND WHEREAS the TRUST is owner of E-Commerce Website by the name of URL: www.viprachamber.com with having many registered users wherein various products of different nature are marketed and sold using electronic platform more particularly through the e-commerce domain VIPRAM.

The domain www.viprachamber.com (hereinafter referred to as "**Portal/Website**") is owned by the E-commerce operator VCCI and operates as an online E-Commerce market place for the display, advertising and sale of lifestyle products by various vendors to the end customers ("**Customers**") and provides related services to the vendors and to the Customers /Users of the Portal on behalf of the Vendors (as the Vendor's service provider). The E-Commerce operator shall act as Vendor's service provider for providing various services in relation to the sale of its Products as agreed under the Vendor Agreement, and the use of the Portal for enabling promotion/advertisement of its Products;

AND WHEREAS Vendor is desirous of setting up an online store on the Website and has offered to sell its products through the said online store, TRUST has agreed to create the said online store upon according to the terms and conditions agreed between the parties herein;



AND WHEREAS the parties hereto have after mutual discussions have come to an agreement that the products of the Vendor will be marketed by above mentioned domain on their ecommerce store;

AND WHEREAS parties have agreed to offer their services in return for the consideration promised and reduce their terms in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree and the Agreement witnesses as follows:

1. DEFINITIONS

For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to them under this Article.

- 1.1. **"TRUST"** shall mean Vipra Chamber of Commerce & Industry.
- 1.2. **"Customer"** shall mean any individual, group of individual, firm, trust or any other entity placing an order for the Products of the Vendor through the Online Store.
- 1.3. **"Price"** shall mean the cost at which the Products are to be delivered to the Customer inclusive of shipping charges, if any.
- 1.4. **"Effective Date"** shall mean the date on which this Agreement is executed.
- 1.5. **"Form"** shall mean Form for Ecommerce Service Agreement to be filled in and executed by the Vendor at the time of execution of this Agreement annexed hereto as Annexure "A".
- 1.6. **"Vendor"** shall mean the entity incorporated or otherwise more specifically described hereinabove, which sells its products through the Online Store and more particularly described in the attached "Form".
- 1.7. **"Online Store"** shall mean a virtual electronic store created on the online portal VIPRAM for sale of the Vendor's Products either through web site of the Trust or any other gadget or instrument displaying the particulars of the Vendor's Products available for sale, or any other means by which the Customer places an order for the Product of the Vendor
- 1.8. **"Order"** shall mean an order for purchase of products wherein customer has agreed to the Vendor.
- 1.9. **"Products"** shall mean merchandise items of the Vendor put up for sale on the Online Store by the Vendor.
- 1.10. **"Price"** means the sale price of a product inclusive of delivery charges and applicable taxes.
- 1.11. **"VIPRAM"** means an online platform owned and operated by the Trust that facilitates the shopping transaction between the Vendor and the Customer.
- 1.12. **"Shipping Charges"** shall mean the logistics/courier/postal charges including all taxes incurred for delivering the product(s) to the Customer.
- 1.13. **"Shipment Cost"** shall mean the cost and taxes recovered by the Trust from the Vendor per order for handling the logistics.
- 1.14. **"Sign-up Fees"** shall mean the non-refundable fees payable by the Vendor at the time of execution of this Agreement towards the initial creation of online store.



1.15. **“Service charge”** shall mean the margin per transaction charged by the Trust to the Vendor at the rates agreed to between the parties, upon the sale of product on online store.

2. ARRANGEMENT

2.1. The Trust shall offer to the Vendor its services for facilitating online sale of the Vendor’s product which shall include hosting and technology, customer support, logistics services (if availed by the Vendor), payment services and all the other related services to ensure customer satisfaction on behalf of the Vendor. For this arrangement, the Vendor shall pay service charges as specified under these presents, to the Trust for the sale being effect through the Online Store created on the VIPRAM electronic platform of the Trust.

2.2. Notwithstanding the foregoing, Trust has the right to refuse to display, or withdraw from the Portal; any Product for sale on the Portal if does not comply with the product quality standards.

2.3. The Products offered for sale by the Vendor are either manufactured by the Vendor or are sourced/purchase by the Vendor from third party suppliers/manufacturers (**“Suppliers”**). In the event the Vendor purchases the Products from the Supplier, the Vendor shall furnish a no objection certificate from the owner/manufacture of the Products.

2.4. Based on mutual discussions, it is agreed by and between the parties hereto that the Vendor shall put up for sale its Products on the said Online Store, subject to the terms and conditions hereinafter contained. Vendor further agrees and acknowledges that the shopping transaction shall be governed by the “Terms of Use” of Trust (incorporated in this agreement by way of reference and forms part of this Agreement) along with this Agreement.

3. CONSIDERATION AND PAYMENTS TERMS

3.1. Vendor shall make the payment for Sign-up fees as specified in Form _____ for the creation of Online Store at the time of execution of this Agreement. Payment of Sign-up fees shall be made 100% in advance unless specified. The Goods and Service tax if any shall be charged by the Trust, at the applicable rates.

3.2. The said Sign-up fee is a non- refundable fee for the creation of Online Store. The said Online store shall be displayed on the VIPRAM platform website during the subsistence of this Agreement.

3.3. The Trust shall collect the Payment on behalf of the Vendor in respect of the Orders received through Online Store. In consideration of the services rendered under these presents, the Trust shall charge the Services charges to the Vendor at the rates specified by the Trust in _____. The Trust shall pay the Vendor an amount recovered as Price minus the sum of shipping charges, service charges and shipment cost in respect of approved order(s) through the Online Store. The shipment cost will be levied at ₹ per transaction (by a particular customer). The said Shipment cost will be independent of the Quantity shipped for a transaction by a particular customer. However, in the event, the Vendor handles the Shipment of the Products; the Trust



shall pay to the Vendor an amount recovered as Price minus the service charges. Any amount to be paid to the Vendor by the Trust shall be paid net of reversals.

3.4. In the event any order is reversed due to "Damaged product", "Quality Issue", "Not delivered" or "Wrong Item delivered", Vendor agrees that the Trust shall have exclusive right for levy of the Service charges, plus a penalty of the service charge of the product (upto a maximum limit of Rs 500) and the said charges will be deducted from the amount due and payable to Vendor.

3.5. All vendors have to keep their stocks up to date. Hereby, they are requested to conduct their stock management on regular basis. Vendors are solely responsible for their STOCK AVAILABILITY and its DISPATCH once they received an order against any AVAILABLE PRODUCT on the portal. Further, Trust shall, if think fit, debit the Service charges (up to a maximum limit of Rs 500) to the Vendor in the event the product cannot be delivered by the Vendor due to "out of stock" and in such an event Vendor shall be liable to bear all the cost and claims (including cost of legal proceedings, cost of attorneys, claims, etc.) if any, raised against the Trust.

3.6. Payment reimbursement of the Sale Proceeds to Vendor shall be done by Trust in the following manner:

3.6.1. Vendor shall prepare a consolidated advice list of all orders delivered to the Customer, for every seven days.

3.6.2. The Trust shall undergo settlement of the account within Fortnight (15 days) that are due to the Vendor.

3.6.3. The Trust shall retain Four percent (4%) of the profit and remit the rest of the balance to the concerned vendor. Trust will deduct amount of TCS/TDS or any other tax if applicable.

3.7. Vendor agrees to bear all the applicable taxes duties, or other similar payments (including GST) arising out of the sales transaction of the product through the online store and VCCI shall not be responsible to collect, report, or remit any taxes arising from any transaction.

4. OBLIGATIONS OF THE VENDOR

The Vendor shall:

4.1. Through the interface provided by the Trust on the creation of Online platform, upload the product description, images, disclaimer, delivery time lines, price and such other details for the products to be displayed and offered for sale through the said online store.

4.2. Vendor shall ensure not to upload any description/image/text/graphic that is unlawful, illegal, objectionable, obscene and vulgar, opposed to public policy, prohibited or is in violation of intellectual property rights including but not limited to Trademark and Copyright of any third party. Vendor shall ensure to upload the product description and image only for the product



which is offered for sale through the Online Store and for which the said medium is created.

4.3. Vendor shall provide full, correct, accurate and true description of the product so as to enable the customers to make an informed decision.

4.4. Vendor shall be solely responsible for the quality, quantity, merchantability, guarantee, warranties in respect of the products offered for sale through their online store.

4.5. At all times have access to the Internet and its email account to check the status of approved orders.

4.6. In case of Made to Order Product, the Vendor is liable to provide the exact date of delivery with adding 5 working days to delivery or 5 days prior to date of delivery of Made to Order.

4.7. All Vendors have to keep their stocks up to date. Hereby, they are requested to conduct their stock management on regular basis, Vendors are solely responsible for their STOCK AVAILABILITY and its DISPATCH once he/she received an order against any AVAILABLE PRODUCT on our site.

4.8. On receipt of the approved order, Vendor shall dispatch / deliver the products within a period not exceeding 48 hours or within the time as specified in the product description on its online store.

4.9. In respect of the orders for Products placed through the Online Store, Vendor shall submit proof of dispatch to the satisfaction of Trust within forty-eight hours of the request made by Trust.

4.10. In the event the products are not accepted by the Customer due to any wrong / damaged products dispatched, then the same shall be replaced by the Vendor at no extra cost to the aggrieved customer. Since the Trust is a Facilitator, the Vendor hereby authorizes the Trust to entertain all claims of return of the Product in the mutual interest of the Vendor as well as the Customer.

4.11. Update the Order Status including way Bill Number on a daily basis.

4.12. The Vendor shall not send any of its promotional or any other information with the Products ordered by the customer and also shall ensure that no material or literature is sent which may be detrimental to the business/commercial interests of the Trust.

4.13. The Vendor shall dispatch the Products of same description, quality and quantity and price as are described and displayed on the Online Store and for which the Customer has placed the order.

4.14. Vendor shall raise invoice in the name of Customer. Vendor further undertakes and agrees to raise the invoice of an amount equivalent to the amount displayed on the online store to the customer and paid by/charged to the customer.

4.15. The Vendor shall not offer any Products for Sale on the Online Store, which are prohibited for sale, dangerous, against the public policy, banned, unlawful and illegal or prohibited under



the Indian laws.

4.16. The Vendor shall ensure that they own all the legal rights in the Products that are offered for sale on the Online Store.

4.17. The Vendor shall pass on the legal title, rights and ownership in the Products sold to the Customer.

4.18. Vendor shall be solely responsible for any dispute that may be raised by the customer relating to the goods, merchandise and services provided by the Vendor.

4.19. The Vendor shall at all time during the pendency of this agreement endeavor to protect and promote the interests of the Trust and ensure that third parties rights including intellectual property rights are not infringed.

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

5. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS OF THE VENDOR

The Vendor warrants and represents that

5.1 They have the right to authorize the sale and/or display of its products on-line and as part of Academy's E-Commerce business;

5.2 All product information, data, images, and/or intellectual property provided by Vendor to VCCI for its E-Commerce business

(a) complies with all applicable laws;

(b) are accurate and that all claims contained therein have been substantiated; and

(c) have been cleared for the uses contemplated hereunder;

5.3 They have secured any and all clearances, permissions, approvals, authorizations, rights and licenses necessary for the use or display of all Vendor product information, data, images, and/or intellectual property provided to Academy as part of its E-Commerce business.

5.4. They have the right and full authority to enter into this Agreement with the Trust.

5.5.All their obligations under this Agreement are legal, valid and binding obligations enforceable in law.

5.6. There are no proceedings pending, which may have a material adverse effect on their ability



to perform and meet their obligations under this Agreement.

5.7. That they shall provide the Trust with copies of any document required by the Trust for the purposes of this performance of its obligations under this arrangement within twenty-four hours of getting a written notice from the Trust.

5.8. That the complete product responsibility and liability shall solely vest with Vendor and that the Vendor shall be solely responsible to the customer for the sale of the Product by Vendor including but not limited to its delivery to the Customer and that Vendor shall not raise any claim on the Trust in this regard.

5.9. That Vendor shall draw the invoice / bill directly in the name of the Customer.

5.10. Vendor shall prior to release of any promotion/advertisement material seek prior written approval for the same from the Trust, in so far as the same relates to services offered pursuant to the terms of this Agreement.

5.11. The Vendor has a valid, clear and marketable title to all the Products being displayed, advertised and sold through the Portal under the terms of the Vendor Agreement

5.12. All the Products are genuine, merchantable, marketable and of the quality and nature as described by the Vendor to the e-commerce operator and displayed on the Portal. The Products are genuine, new and are not counterfeit products.

5.13. The Vendor has valid, clear and full rights/entitlement to use the trademarks, designs, copyrights or related to the Products or its packaging used in connection with display and advertising of the Products by the e-commerce operator.

6. AUTHORIZATION AND RESERVATION OF RIGHT

6.1. Vendor grants to the Trust non-exclusive, worldwide, royalty-free right and license to use and display any product information, specifications, warranty information, data, images, and/or intellectual property as the Vendor furnishes for use in its E-Commerce business during the Term of this Agreement ("Vendor Content"). The Trust may use Vendor Content for any purpose related to its E-Commerce business or in furtherance of promoting Vendor's products, including use in VIPRAM's websites, emails, and marketing or advertising campaigns. Vendor acknowledges that the Trust is relying upon Vendor to ensure that all Vendor Content is accurate and complete, and latter agrees to notify the Trust and revise and resubmit Vendor Content promptly upon discovery that it is inaccurate or incomplete.

6.2. The Trust agrees that it will not make modifications or alterations to Vendor Content without Vendor's prior written approval.

6.3. Vendor agrees and acknowledges that the Trust, at all times during the continuance of this Agreement, shall have the right to remove/block/delete any text, graphic, image(s) uploaded on the online store by the Vendor without any prior intimation to Vendor in the event the said text, image, graphic is found to be in violation of law, breach of any of the terms of this Agreement,



terms and conditions of VIPRAM Website. In such an event, the Trust reserves the right to forthwith remove/close the online store of the Vendor without any prior intimation or liability to the Vendor.

6.4. Trust reserves the right to provide and display appropriate disclaimers and terms of use on VIPRAM portal.

6.5. At any time if the Trust believes that the services are being utilized by the Vendor or its Customer in contravention of the terms and provisions of this Agreement, Terms and conditions of use of electronic platform VIPRAM, the Trust shall have the right either at its sole discretion or upon the receipt of a request from the legal / statutory authorities or a court order to discontinue/terminate the said service(s) to Customer or the End user as the case may be, without liability to refund the amount to the Vendor to forthwith remove/block/close the online store of the Vendor and furnish such details about the Vendor and/or its customers upon a request received from the Legal/ Statutory Authorities or under a Court order.

7. INDEMNIFICATION

7.1. Vendor shall indemnify, defend, and hold harmless the Trust, its parents, affiliates, subsidiaries, officers, managers, partners, employees, and agents from and against any and all claims, legal proceedings, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs, but not limited to claim for any infringement of any intellectual property rights or any other rights of any third party or of law, concerning quality, quantity and any claim in relation to the Vendor's product, the breach of any of the Vendor's warranties, representations or undertakings or in relation to the non-fulfillment of any of its obligations under this Agreement arising out of or related to any

- (a) alleged defect in or injury from vendor's products;
- (b) alleged failure of vendor or vendor's products to comply with this agreement or any laws, regulations, warranties, guarantees, or representations of vendor;
- (c) allegations concerning vendor content;
- (d) negligent or grossly negligent action, inaction, omission or intentional misconduct of vendor; and/or
- (e) use of or infringement upon any intellectual property right of vendor.

7.2. The Trust agrees to indemnify and to keep indemnified the Vendor in respect of all claims, losses and expenses (including the cost of litigation if any) arising out of any breach or default part of the Trust to perform its obligations under this Agreement.

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

8. TRUST NOT LIABLE

8.1. The Trust on the basis of representation by the Vendor has created the online store on VIPRAM portal to enable the latter to offer the products for sale through the said Online Store.



This representation is the essence of the Contract.

8.2. The Trust shall under no circumstances be liable or responsible for any loss, injury or damage to the Vendor, or any other party whomsoever, arising on account of any transaction under this Agreement or as a result of the Products being in any way damaged, defective, in unfit condition, infringing/ violating any laws / regulations / intellectual property rights of any third party.

8.3. Vendor agrees and acknowledges to be sole liable for any claims, damages, allegation arising out of the Products offered for sale through its online store (including but not limited to quality, quantity, price, merchantability, use for a particular purpose, or any other related claim) and shall hold the Trust harmless and indemnified against all such claims and damages.

8.4. Further, the Trust shall also not be liable for any claims, damages arising out of any negligence, misconduct or misrepresentation by the Vendor or any of its representatives.

8.5. The Vendor hereby agrees, confirms and acknowledges that the Product is owned by the Vendor and that the Trust is merely a facilitator for sale of the Vendor's Product, hence the Trust is not responsible/ liable for the Product, its design, its function and condition manufacturing and selling and financial obligations, warranties, guarantees whatsoever. VIPRAM is just a platform to mediate between the vendor and the customer along with the fact that VIPRAM is not responsible for any flaws in terms of quantity or quality of the goods. The Trust reserves its right to state appropriate Disclaimers on its website/ online store.

9. TERM, TERMINATION & EFFECTS OF TERMINATION

9.1. TERM

The Term of this Agreement shall commence on the date of execution of the contract and shall continue for a period of 12 months unless terminated earlier. The Agreement may be extended for such further period as may be mutually agreed by and between the parties hereto in writing to this effect. The term shall also hold good and continue until either: (1) Trust or Vendor terminates this Agreement upon thirty (30) days written notice to the other; or (2) Vendor ceases selling products through VIPRAM's E-Commerce platform. If terminated by either Party, the Agreement will continue to govern the sale of Vendor products purchased for E-Commerce prior to termination until such products are sold, returned, or removed from inventory so that no inventory of such products remains.

9.2. TERMINATION

The Vendor Agreement may be terminated by either Party in accordance with the following:

- a) Upon failure to make payment of the agreed amount, by giving 48 hours written notice;
- b) Upon material breach of these Terms & Conditions or Vendor Agreement by either Party which is not cured within thirty (30) days of receipt of notification from the non-breaching Party,



the non-breaching Party shall be free to terminate the Vendor Agreement forthwith

- c) Where any Party commits a material breach of the Terms & Conditions and in the reasonable opinion of the non-breaching Party, such breach is not capable of cure, then the non-breaching Party shall not be obliged to provide a chance to cure the breach but shall be entitled to terminate the Vendor Agreement forthwith.
- d) Either Party may terminate the Vendor Agreement upon one month's prior notice in writing if (a) the other Party is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or (b) if a receiver is appointed for all or a substantial portion of its assets and is not discharged within sixty (60) days after his appointment; or (c) such Party commences any proceeding for relief from its creditors in any court under any insolvency statutes.
- e) Where the Vendor is in infringement of the third-party rights including Intellectual Property Rights.
- f) The E-commerce operator may (a) forthwith terminate the Vendor Agreement where the commerce operator reasonably believes that the Vendor's actions or omissions have prejudicially affected the reputation of the e-commerce operator and/or the Website; or (b) terminate the Vendor Agreement by giving a 1 (one) month's notice in writing to the Vendor.

9.3. EFFECTS OF TERMINATION

Upon termination of the Vendor Agreement, the E-Commerce operator shall be entitled to remove the Products of the Vendor displayed on the Portal and/or advertised on the Portal.

- a) All orders in relation to the Products of the Vendor that have been received prior to the termination of the Vendor Agreement and all obligations to return the Product and/or refund the amount paid by the Customer which may arise in the period after the date of termination hereof, shall be honored and completed, notwithstanding any termination hereof, in accordance with the terms of these Terms & Conditions and the R&R Policy; and the Vendor agrees and undertakes to co-operate with the e-commerce operator for the same.
- b) The Vendor shall forthwith without delay order or make payment of all outstanding amounts that are due to the e-commerce operator under the Vendor Agreement, including any amount refunded by the e-commerce operator to the Customer after the termination, which shall be paid by the Vendor to the e-commerce operator immediately upon receipt of any demand from the e-commerce operator in this regard.
- c) The Trust shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the Vendor by virtue of termination of this agreement.
- d) The e-commerce operator shall within 30 (thirty) days of the date of termination, make payment of all outstanding amounts that are due to the Vendor in accordance with the terms of this Agreement.



- e) The rights and obligations of the Parties which have arisen hereunder up to the time of termination shall not be affected.
- f) Within forty-five (45) days from the termination of the Vendor Agreement the Vendor shall submit to the e-commerce operator a "no due certificate", to the satisfaction of the E-Commerce operator.

10. ARBITRATION

- 10.1. Any dispute arising out of or related to or connected with any provisions under this Agreement shall be referred to the arbitration of a single arbitrator to be appointed jointly by the parties.
- 10.2. The arbitration shall be conducted in Chennai in accordance with the Arbitration and Conciliation Act of 1996 or any modification or reenactment for the time being in force.
- 10.3. The language of arbitration shall be English. The arbitration shall be held at Chennai, India.
- 10.4. The award of the arbitrator or arbitrators as the case may be shall be final and binding on the parties.

11. GOVERNING LAW AND JURISDICTION

- 11.1. These Terms and Conditions together with the Vendor Agreement shall be read and construed in accordance with the laws of India.
- 11.2. All disputes arising out of or in relation to these Terms and Conditions and/or the Vendor Agreement shall unconditionally and irrevocably be subject to the exclusive jurisdiction of courts at Kolkata, India.

12. NOTICES

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

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. The e-commerce operator shall own all rights in any intellectual property created by the e-commerce operator under these Terms & Conditions, including material, designs, graphics created and / or developed by the E-Commerce Operator.
- 13.2. Further, subject to the provisions contained herein, the E-Commerce Operator shall also exclusively own all rights (including all intellectual property rights), title and interest in respect of



the Portal / Website. It is expressly agreed and clarified that, except as specified agreed in this Agreement, each Party shall retain all right, title and interest in their respective trademarks and logos and that nothing contained in this Agreement, nor the use of the trademark / logos on the publicity, advertising, promotional or other material in relation to the Services shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's trademarks and / or logos.

13.3. Vendor acknowledges and agrees that all patents, designs, trade names, trademarks, copyrights, trade secrets, or other intellectual property owned or controlled by VCCI shall be and remain the sole property of VCCI.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither party has relied upon any statements, representations or other communications that are not contained in this Agreement.

15. ASSIGNMENT

15.1. Neither this Agreement nor any part of it is assignable, transferable, sub-licensable, sub-contractable or conveyable by Vendor, either by operation of law or otherwise, without the express, prior, written consent of the Trust signed by an authorized representative of such Party.

15.2. Any attempted assignment or transfer in contravention of this clause shall be void.

16. CONFIDENTIALITY

Vendor agrees and undertakes to keep all negotiations confidential and maintain the contents of these Terms & Conditions together with the Agreement in strict confidence and shall make no announcement or disclosure without the prior written approval of the other Party save in respect of (i) disclosures necessary to be made to each Party's consultants, advisors, employees / directors on a need-to-know basis and provided that such third parties are bound by obligations of confidentiality; and (ii) disclosures required by law.

Further, Vendor agrees that the unauthorized disclosure or use of such Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Vendor agrees that the Trust shall have the right to obtain an immediate injunction from any court of competent jurisdiction enjoining breach of this Agreement and/or disclosure of the Confidential Information. Trust shall also have the right to pursue any other rights or remedies available at law or equity for such a breach.

17. LIMITATIONS OF LIABILITY



Under no circumstances, except in case of breach of contract, will either party be liable to the other party for lost profits, or for any indirect, incidental, consequential, special or exemplary damages arising from the subject matter of this Agreement, regardless of the type of claim and

even if that party has been advised of the possibility of such damages, such as, but not limited to loss of revenue or anticipated profits or loss business, unless such loss or damages is proven by the aggrieved party to have been deliberately caused by the other party.

18. TITLE AND RISK IN RELATION TO THE PRODUCTS

18.1. No risk or title to the Products shall pass to the E-Commerce operator at any point of time for any reason whatsoever. The title and risks to the Products shall be deemed to pass directly from the Vendor to the Customer upon delivery of the Products to the Customer and payment of the consideration for the Products by the Customer.

18.2. Notwithstanding anything to the contrary contained herein, it is clarified and agreed that any and all liabilities arising in connection with any defect, fault or shortcoming in the Product(s) shall be of the Vendor or its Supplier alone and liability of making rights shall rely on Vendor / Supplier.

18.3. This provision shall survive the termination of the Vendor Agreement together with these Terms & Conditions

19. RELATIONSHIP OF PARTIES

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

20. WAIVER AND AMENDMENT

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

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

21. FORCE MAJEURE

Neither Party shall be responsible or liable for any delay or failure to perform its obligations



(other than an obligation to make payment) under this Agreement due to unforeseen circumstances or any event which is beyond that Party's reasonable control and without its fault or negligence, but not limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, failure of telephone connections or power failure, fire or floods.

This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

IN WITNESS WHEREOF the parties have hereto caused their respective Signatures and Trust seal to be affixed the day and year first hereinabove mentioned.

PART A: VENDOR

ORGANIZATION NAME :
ADDRESS :

AUTHORIZED REPRESENTATIVE NAME :

ADDRESS :

AADHAR NUMBER :

PAN NUMBER :

SIGNATURE :

DATE :

PART B: TRUST

ORGANIZATION NAME : **VIPRA CHAMBER OF COMMERCE & INDUSTRY**
ADDRESS : KESHAR KUNJ, 19/1A, ROY STREET,
KOLKATA-700020

AUTHORIZED REPRESENTATIVE NAME : CA SUDHISH SHARMA

ADDRESS :



AADHAR NUMBER :

PAN NUMBER :

SIGNATURE :

DATE :