

VIZVAKARU.COM MARKETPLACE POLICY - NON DIRECSHIP

For the purpose of this Marketplace Policy (hereinafter referred to as this "**Policy**"), wherever the context so requires, "**you**" and "**your**" shall relate to any natural or legal person who has agreed to become a merchant / seller on the vizvakaru.com (the "**Website**"). The word "**Customer**" shall mean a buyer who places an order on the Website, and the terms "**Vizvakaru**" "**we**", "**us**" and "**our**" shall mean Vizvakaru Solutions Private Limited, a company incorporated under Companies Act, 1956 with registered office at Hiland Woods, Maple, 11R, Rajarhat, AA-IIC, Kolkata-700157, West Bengal, India.

We at Vizvakaru give customer satisfaction the highest priority, and expect our merchants to support us in delighting our users and Customers. As a merchant, whilst selling on vizvakaru.com (the "**Website**"), you are expected to deliver prompt and efficient service to ensure that the Customer's experience of shopping on the Website is a delightful one. In addition to the terms and conditions detailed in our **E-Commerce Services Agreement**, we have the following expectations from you:

1. **Order Fulfilment and Timely Shipments**

1. You are expected to process orders received from the Customers through the Website in a timely manner and provide the same to the Customers within the stipulated timelines failing which the order shall be cancelled for non-fulfillment.
2. Once the products are ready/available with you, you shall be required to ship all products to the Customer within the stipulated time period provided. It is hereby reiterated that time is of the essence for this step of the process.
3. If the products are not delivered to our designated hubs within the stipulated timelines, the order shall be cancelled and the amount paid by the Customer will be refunded.
4. You shall be responsible for all costs incurred to ship the products to our designated hubs (including costs of freight and transit insurance). Further you shall be responsible for payment of all duties, custom duty, taxes and other charges.
5. In the event of cancellation of an order due to non-fulfillment of an order or delay in shipment of the product on your part, we shall be entitled to charge our commission/service fee in respect of such cancelled order in consideration for the services provided by us to facilitate such order, and such commission / service fees shall, at our sole discretion, be adjusted against subsequent remittances, or independently claimed from you.
6. Any failure to adhere to the timelines for fulfillment of an order or timely shipment of the products will be considered to be non-performance on your part, and repeated non-performance may lead to temporary or permanent suspension of your selling privileges on the Website.
7. In addition to the above, you shall be liable to indemnify us and the other Indemnified Parties (as defined in the E-Commerce Services Agreement) in accordance with the **E-Commerce Services Agreement**, for any cancellation/ non-fulfillment of an order.

2. **Item Quality / Damaged Item Received**

1. In addition to the covenants and warranties provided by you under the E-Commerce Services Agreement, you should ensure that the items being sold to Customers are of high quality and in good working condition.
2. You agree not to deliver to us any Unsuitable Product. We may return or dispose of or destroy any Unsuitable Product and you will be deemed to have consented to such action (a) immediately if we determine in our sole discretion that such unsuitable product creates a safety, health or liability risk to us, our personnel or any third party, or (b) if you fail to direct us to return or dispose of or destroy any Unsuitable Product within thirty (30) days after we notify you that the product has been recalled, or (c) if you refuse or fail to direct us to return or dispose of or destroy any Unsuitable Product within ninety (90) calendar days after we notify you that we are in possession of it. In addition, you will compensate us for any damages incurred including any expenses we incur in connection with any Unsuitable Product. For the purpose of this policy, the term "**Unsuitable Product**" means a product (a) that is defective, damaged, or lacking required label(s), (b) that does not conform to the standards and the quality control checklist shared by us, or (d) that we determine to be unsuitable.
3. We will be responsible for and have sole discretion regarding all customer service issues relating to products being sold to the Customers. We will have the right to determine on your behalf, whether a Customer will receive a refund or replacement for any product, and the same will be recorded on your performance dashboard.
4. Any refunds to Customers as a result of Unsuitable Products being delivered to them shall, at our sole discretion, be adjusted against subsequent remittances to be made to you, or independently claimed from

you. It is clarified any order that subsequently leads to a refund, shall still entitle us to charge the commission / service fee to you.

5. Repeated complaints from Customers with regard to the same product or type of product may result in discontinuation of the listing of that particular product or type of product on the Website, and disciplinary action against you including temporary or permanent suspension of your selling privileges on the Website.

3. Merchant Remittance

1. You hereby understand that payment for the consummated orders shall be remitted to your account within D+3 days, wherein:

"D" for online payment transactions	Shall mean the date on which the product is shipped by you .
"D" for cash-on-delivery transactions:	Shall mean the date on which the product is successfully delivered to the Customer.

2. Remittances shall be processed twice a week, i.e., on Monday and Thursday of every week. In the event a Monday or Thursday is a bank holiday or any public holiday observed by us, the remittances shall be processed on the next working day.
3. All remittances shall be processed after applying / off setting all adjustments due from your account.

4. Know Your Customer ("KYC") mandate

1. Upon the occurrence of the earlier of the following two events, namely:
 - a. total business of Rs. 25,000 (Rupees Twenty Five Thousand only) by value of sales generated by you through the Website, or
 - b. completion of 3 (three) months of your selling products on the Website,

you will be required to complete the KYC procedure for verification of your identity and of the bank account you provided to us for receiving remittances as outlined above. Failure to comply with this requirement will result in subsequent remittances being frozen, until the required documents are submitted and validated by us.

2. You may provide any of the following documents for the KYC procedure :

Proof of identity:	Proof of address:
<ul style="list-style-type: none"> <input type="radio"/> Passport <input type="radio"/> PAN Card <input type="radio"/> Voter's Identity Card <input type="radio"/> Driver's License <input type="radio"/> Aadhaar Card 	<ul style="list-style-type: none"> <input type="radio"/> Passport <input type="radio"/> PAN Card <input type="radio"/> Voter's Identity Card <input type="radio"/> Driver's License <input type="radio"/> BSNL/MTNL Bill <input type="radio"/> Bank account / Credit Card statement <input type="radio"/> Electricity bill <input type="radio"/> Ration card

3. The documents submitted by you should correspond to, and validate the details provided by you on the merchant dashboard available to you on the Website.

5. Customer Returns and Refunds

1. You hereby agree to accept delivery of products:
 - a. that are not delivered successfully or returned by Customers as being Unsuitable Products and/or incomplete or incorrect products;
 - b. in respect of which the orders are cancelled by Customers prior to it being shipped out from any of our designated hubs.
2. If the value of the products that are to be refunded is less than Rs. 300 (Rupees Three Hundred only), we do not require the product to be returned by the Customer. However if the value of the product is greater than Rs. 300 (Rupees Three Hundred only), we may arrange for the product to be picked up by one of our courier partners, and returned to our hub, which is then subsequently returned to you. We do not guarantee the return of such products, and further disclaim all responsibilities and liabilities for any

product that has not been returned by the Customer. However, this shall not prevent you from independently pursuing a return claim against the Customer.

3. In the event the Customers are provided with refunds for the reasons mentioned hereinabove, we shall, at our sole discretion, be entitled to set off the amounts payable to us (including our commission/service charge) against subsequent remittances to you, or independently claim the same from you.

6. Additional Policies for Furniture Sellers

1. Pre-Shipment Customer Returns or Cancellations
 - a. All furniture products that are cancelled by a Customer, prior to shipment, shall be returned to you, and you are free to use such products to service other orders received through the Website.
 - b. If a furniture item remains unsold for a period of 30 (thirty) days, you shall have the option to sell such item to Vizvakaru Solutions Private Limited. Upon such sale, Vizvakaru Solutions Private Limited shall be the owner of such item.
2. Product Quality and Quality Control
 - a. Products ordered by Customers should reach our designated hubs on or before the agreed timelines, as provided on the "Time To Warehouse" link provided in point 2.1. Further the products should conform to the standards and the quality control checklist shared by us.
 - b. We will conduct a detailed quality check of the products that are received at our designated hubs. Minor repairs that may be required to be done on any of the Products shall be addressed at our hubs, for which we shall be entitled to charge appropriate amounts. In the event any of the products require major repairs or are determined to be Unsuitable Products, the same shall be sent back to you, with appropriate charges as per the table below:

Summary Of Pre-Shipment Cancellations

No.	Reason for cancellation	Description	Policy on Merchant charges
1	Non-fulfilment of order.	Merchant-initiated cancellation or non-fulfilment due to any reason, such as cost issues, labour, etc.	Debit of margin/commission.
2	Cancellation due to Time To Warehouse delay or quality related delays.	Unfulfilled orders will be cancelled at Time To Warehouse, as specified for each order. Orders that may be rejected at the quality check stage as being Unsuitable Products shall be returned to you. In such cases, you shall be expected to keep the repaired item ready, as per the order, within 5 (five) days, failing which the order will stand cancelled.	Debit of margin/commission if the order is cancelled by Customers due to delays or quality check failure. For orders that may be rejected at the quality check stage, 2% (two percent) penalty for each day of delay, as well as polishing/repair charges in case of minor repairs done at our hub, will also be charged.
3	Customer-initiated cancellation.	Customers may change their minds after placing an order, and choose to cancel the order.	The items will be retained by you. If the items remain unsold for 30 (thirty) days, you may sell them to Vizvakaru Solutions Private Limited as warehouse inventory.

3. Post-shipment Customer Returns / Cancellations
 - a. Globally, as a product category, furniture has an 8% (eight percent) damage rate for shipments and deliveries. However, we are confident of the quality and goods provided by you, our merchants, as well as our own investment in the supply chain network and infrastructure, and have thereby rolled out the following customer policies to drive online shopping experience and business growth:
 - 30 (thirty) day Return Policy, and
 - 1 (one) year Warranty Policy.
 - b. We seek and expect all merchants to participate and work on their processes such that any quality or delay related issues can be completely eradicated. Given your role as our supply partners in the business,

we will levy a "No-Claim Charge" of 2% (two percent) on remittance for all orders placed on our Website for items supplied by you.

c. The No-Claim Charge is levied to share losses that are incurred due to nature of a product category such as furniture, but are otherwise not recoverable from any party, such as:

- Repair charges for fixing minor damages (scratches, chip-offs, discolouration) at the time of handling the furniture;
- Damage incurred in transit;
- Returns due to Customer-initiated cancellations;
- Assembly charges at Customer locations, and other services such as obtaining permissions for using elevators, loading, unloading or servicing items; or
- Discounts offered due to item delays.

In case of returns due to specific manufacturing defects such as insect infestations, loose joints, etc., the furniture will be disposed off at the Customer location, and will not be returned to our hub or to you.

Monthly Merchant Evaluation: Incentives / Disincentives

No.	Criteria	Penalty and Incentives
1	Non-fulfilment of orders, delays, or rejection at quality check stage.	5% (five percent) penalty on the cost of items if the overall issues (quality check rejections, delayed shipments, cancellations) exceed 5% (five percent) of orders. . In case of the defect rate being greater than 10% (ten percent), you could face potential de-listing from the Website.
2	Incentives for order fulfilment, and passing the quality check stage.	5% (five percent) additional margin on the cost of items, if the overall quality check rejection and rate of exceeding the Time To Warehouse is less than 3% (three percent) for all orders in a month