

VENDOR REGISTRATION FORM

Please complete in full –

SECTION 1 : COMPANY DETAILS AND GENERAL INFORMATION	
<p>1. TYPE OF BUSINESS (CHECK ONE)</p> <p>Manufacturer <input type="checkbox"/> Distributor / Dealer <input type="checkbox"/> Retailer <input type="checkbox"/> Publisher <input type="checkbox"/></p>	
2. NAME OF FIRM	
3. a) ADDRESS OF FACTORY	
b) ADDRESS OF OFFICE	
4. TELEPHONE NUMBER	
5. E- MAIL ADDRESS	
6. WEB SITE ADDRESS	
7. NAME OF COMPANY REPRESENTATIVE & TITLE OF REPRESENTATIVE	
8. DIRECT E- MAIL ADDRESS OF COMPANY REPRESENTATIVE	
9. TELEPHONE NUMBERS OF COMPANY REPRESENTATIVE	
a) DIRECT NUMBER	
b) MOBILE NUMBER	
10. GROSS ANNUAL SALES FOR THE LAST THREE YEARS	YEAR _____ YEAR _____ YEAR _____
11. DETAILS ON SERVICES OR GOODS YOUR COMPANY SUPPLIES :	

SECTION 2 : BANKING INFORMATION	
1 . BANK NAME	
2 . BANK ADDRESS	
3 . BENEFICIARY NAME	
4 . BANK ACCOUNT NUMBER	
5 . BANK IFSC / SWIFT CODE	
6 . TYPE OF ACCOUNT	
SECTION 3 : SUPPORTING DOCUMENTATION	
1 . IN ORDER TO BE COMPLETED TO THE REGISTRATION PLEASE PROVIDE THE FOLLOWING DOCUMENTS. (a) Current and valid copy of certificate of business commencement certificate / GST Certificate. (b) Quality Certificate. (c) Copy of a canceled cheque.	
SECTION 4 : UNDERTAKING	
1 . SIGNATURE I, the undersigned, hereby accept the General Terms & Conditions, a copy of which has been provided to me, and warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible: Name: _____ Title: _____ Signature: _____ Date: _____	



Terms and Conditions for Vendor/Seller

This document is an electronic agreement in terms of Information Technology Act, 2000 (“IT Act, 2000”), the applicable rules there under and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000.

The portal <https://www.supermedistore/vendor.php> is owned and operated by a registered Limited Company under with its registered office at Ramdaspath, Akola, Maharashtra

For the purpose of the Terms of Use (hereinafter referred to as “TOU”), wherever the context so requires, ‘You’ and ‘Your’ shall relate to any natural or legal person who has agreed to become a ‘Seller’ on the Portal by providing registration data while registering on the Portal using computer systems. The word ‘User’ shall collectively imply a **Seller, a Buyer, And Any Visitor** on the Portal and the terms ‘we’, ‘us’ and ‘our’ shall mean **Supermedistore.com**.

When you use any current or future services provided by us through the Online Portal you will be subject to the rules, guidelines, policies, terms and conditions applicable to such services and they shall be deemed incorporated into the TOU and considered a part and parcel of the TOU. We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the TOU at any time.

ACCESSING, BROWSING, OR OTHERWISE USING THE PORTAL INDICATES YOUR AGREEMENT WITH ALL THE TERMS AND CONDITIONS UNDER THE TOU. PLEASE READ THE TOU CAREFULLY BEFORE PROCEEDING.

Vendor/ Seller Eligibility

The use of the Portal is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872. “Supermedistore.com” reserves the right to terminate your registration and/or refuse you access to the Portal if it is brought to Supermedistore.com’s notice or discovered that you are under the age of 18 years.

Your Account and Registration Obligations

The Vendor shall agree to furnish their details and information as requested by us from time to time. You shall remain responsible for maintaining confidentiality of this information, and your display Name, login and password details. You agree that if you provide any information which is untrue, inaccurate, not current, or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the ToU, we shall have the right to suspend or terminate your account on the Portal or indefinitely block you from accessing the Portal.

ACCOUNT SET UP

- Vendor admin (www.supermedistore.com/vendor.php) is where you can find the tools to list and Manage your Products on Supermedistore.com. Manage Your Customers, Orders, Inventory, Receive Payments, View Transactions, Create shipments, Contact helpdesk, Access sales report about your business .
- Upcoming opportunities shall be notified through Phone /Email Notification.

- You can sell **New Products** and **Refurbished Products** both on Supermedistore.com.

LISTING OF PRODUCTS

- Listing Products in right categories and with the correct information is critical for buyers to be able to find your products easily .
- Setup your Sales Price, Shipping charges, List Price (MRP) , Taxes , Minimum Order Qty. , Stock/Inventory , Product Variations(if Any),Promotions, Product Images , Product Description.
- Product Selling Price , Listing Price (MRP) and Qty. Can be modify direct from the Listing Page .
- For All New product, there must be “Manufacturer warranty” supported by Seller. And Invoice should mention the warranty on it. Warranty Terms should be Defined Cleary in the Product Features .
- **Product Type: Brand New or Refurbished**
- **Brand Name :**
- **Warranty Period :**
- **Warranty Type : On Site or Off Site**
- **Installation Charges : Free or Extra**
- **Country of Origin :**
- **Delivery Time :**
-

CUSTOMER ORDERS& BILLING

- New orders need to be checked on daily basis. You can check for new orders through Order Notifications Email, Manage Order Section in Vendor Admin Panel.
- Review You Default Shipping Settings and customize it fit to your fulfillment Model. Our Buyers expect their purchases to be well packed and to arrive on time. The Default Lead Time to ship / Fulfillment legacy is 2-3 Business Days.
- Octroi Charges if any will be borne by the seller /Vendor.
- The Orders that are not shipped and Confirmed as Shipped within 72 Hours of the last shipping date will be canceled.
- 2.5% of order Value will be charged as cancellation charges if the order is canceled by the seller for any reason other than the buyer requested cancellation or if the order is auto canceled by the Supermedistore.com as explained above.



- If an order is in Open / Pending State for More than 3 days, you should contact Seller/ Vendor Support through email.
- It is not advisable to include any marketing or promotional material with packing material.
- You are required to take return or provide refund up-to 7Days from the date of delivery in accordance with “Supermedistore.com” Refund and return policy.
- It is prohibited to use buyer information for online and offline marketing purpose.

Communications

When you use the Portal or send emails, other data, information, or communication to us, you agree and understand that you are communicating with us through electronic records and you consent to receive communications via electronic records from us periodically or as and when required. We may communicate with you by email or any other mode of communication, electronic or otherwise.

Supermedistore.com Portal for Transaction and Communication

Supermedistore.com is a portal that users utilize to independently meet and interact with one another for their transactions. Supermedistore.com shall not be a party to any transaction or dispute between users on the Supermedistore.com.

Consequently:

1. All commercial/contractual terms are offered by you and agreed upon between you and buyers alone. The commercial/contractual terms include (without limitation) price, shipping costs, payment methods and terms, date, period, and mode of delivery, and warranties and after-sales services related to products and services. Supermedistore.com does not determine, advise, have any control, or in any way involve itself in the offering or acceptance of such commercial/contractual terms between you and buyers.
2. Supermedistore.com does not make any representations or warranties regarding specifics (such as quality, value, and salability) of the products or services proposed to be sold, offered to be sold or purchased on the portal. Supermedistore.com does not implicitly or explicitly support or endorse the sale or purchase of any products and services on the portal. Supermedistore.com accepts no liability for any errors or omissions of third parties in relation to the products and services.
3. Supermedistore.com shall not be responsible for any non-performance or breach of any contract between you and buyers. Supermedistore.com cannot and does not guarantee that you and buyers concerned will perform transaction(s) concluded on the Portal. Supermedistore.com shall not and is not required to mediate or resolve disputes or disagreements between you and buyers.
4. Supermedistore.com does not make any representations or warranties regarding item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its users. You are advised to independently verify



the bona fides of any particular buyer you choose to deal with and use your best judgment in that regard.

5. Supermedistore.com does not at any point in time during a transaction between you and a buyer on the Portal come into or take possession of any of the products or services offered by you, gain title to or have any rights or claims over the products or services offered by you to the buyer.

6. At no time shall Supermedistore.com hold any right/title to or interest in the items nor have any obligations or liabilities with respect to such a contract. Supermedistore.com is not responsible for unsatisfactory or delayed performance of services, damages, or delays as a result of items which are out of stock, unavailable, or back-ordered.

7. Supermedistore.com is only a portal that can be utilized by you to reach a larger customer base to sell items or services and only provides a portal for communication and any contract for sale of any products or services shall be a strictly bipartite contract between you and the buyer.

Indemnity Clause

You release and indemnify Supermedistore.com and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the users on the Portal and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, Supermedistore.com cannot control the information provided by other users which is made available on the Portal. You may find other user's information to be offensive, harmful, inaccurate or deceptive. Please use caution and practice safe trading when using the Portal.

Use of the Supermedistore.com Portal

You agree and understand that Supermedistore.com and the Portal merely provide hosting services to its registered users and persons browsing/visiting the Portal. All items advertised / listed and the contents therein are advertised and listed by registered users and are third party user generated contents. Supermedistore.com shall bear no responsibility or liability in relation to or arising out of third party user generated content. Supermedistore.com neither originates nor initiates the transmission nor selects the sender and receiver of the transmission nor selects nor modifies the information contained in the transmission.

Supermedistore.com is merely an intermediary and does not interfere in the transaction between buyers and sellers.

You agree, undertake and confirm that your use of the Portal shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:

(a) belongs to another person and over which you have no right;

(b) is grossly harmful, harassing, blasphemous, defamatory, bigotry, obscene, pornographic, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully

threatening or harassing, including but not limited to 'indecent representation of women' within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

(c) is false, inaccurate or misleading in any way;

(d) is patently offensive to the online community, such as sexually explicit content or content that promotes obscenity, racism, bigotry, hatred, or physical harm of any kind against any group or individual;

(e) Harasses or advocates harassment of another person;

(f) Involves the transmission of 'junk mail', 'chain letters', unsolicited mass mailing, or 'spamming';

(g) promotes illegal activity or conduct that is abusive, threatening, obscene, defamatory, or libelous;

(h) infringes upon or violates any third party's rights [including but not limited to intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address, or phone number) or rights of publicity];

(i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material) such as providing pirated computer programs or links, information to circumvent manufacturer-installed copy-protect devices, or pirated music or links to pirated music files;

(j) contains restricted or password-only access pages, hidden pages or images or URLs leading to any other pages (those not linked to or from another accessible page);

(k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

(l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses;

(m) contains unauthorized videos, photographs or images of another person (whether a minor or an adult);

(n) tries to gain unauthorized access or exceeds the scope of authorized access to the Portal, profiles, blogs, communities, account information, bulletins, friend requests, or other areas of the Portal, or solicits passwords or personal identifying information for commercial or unlawful purposes from other users on the Portal;

(o) engages in commercial activities and/or sales such as contests, sweepstakes, barter, advertising, pyramid schemes, or the buying or selling of 'virtual' items related to the Portal without our prior written consent.

Throughout the Agreement, Supermedistore.com's prior written consent means a communication coming from Supermedistore.com's Legal Team in response to your request and specifically addressing the activities or conduct for which you have sought authorization;

- (p) solicits gambling or engages in any gambling activity which we, at our sole discretion, believe is or could be construed as being illegal;
 - (q) interferes with another's use and enjoyment of the Portal;
 - (r) refers to any website/URL which, at our sole discretion, contains material that is inappropriate for the Portal or any other website and content that is prohibited or violates the letter and spirit of ToU;
 - (s) harms minors in any way;
 - (t) infringes any trademark, copyright, proprietary rights, third-party's trade secrets, rights of publicity, or privacy, is fraudulent, or involves the sale of counterfeit or stolen items;
 - (u) violates any law for the time being in force;
 - (v) deceives or misleads the addressee/ users about the origin of messages or communicates any information which is grossly offensive or menacing in nature;
 - (w) impersonates another person;
 - (x) contains software viruses or any other computer codes, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept, or expropriate any system, data, or personal information;
 - (y) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any offence or prevents investigation of any offence or is insulting any other nation;
 - (z) shall, directly or indirectly, offer or attempt to offer trade or attempt to trade in any item which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
2. You shall not use any 'deep-link', 'page-scrape', 'robot', 'spider', automatic device, program, algorithm, methodology, or any similar or equivalent manual process to access, acquire, copy, monitor any portion of the Portal or content or in any way reproduce, or circumvent the navigational structure, presentation of the Portal, or any content to obtain or attempt to obtain any material, documents, or information through any means not purposely made available through the Portal. We reserve our right to bar any such activities.
3. You shall not attempt to gain unauthorized access to any portion or feature of the Portal, other systems, networks connected to the Portal, server, computer, network, or the services offered on or through the Portal by hacking, password 'mining', or any other illegitimate means.
4. You shall not probe, scan or test the vulnerability of the Portal or any network connected to the Portal or breach the security, authentication measures on the Portal or any network connected to the Portal. You may not reverse look-up, trace or seek to trace information on any other user of or visitor to



Portal (including any account on the Portal that is not owned by you) or to its source or exploit the Portal, any service, information made available, or offered by or through the Portal in any way where the purpose is to reveal any information (including but not limited to personal identification or information other than your own information) provided by the Portal.

5. You shall not make any negative, denigrating, or defamatory statement(s)/comment(s) about us, the brand name or domain name used by us, including the terms Supermedistore.com , Supermedistore.com or otherwise engage in any conduct or action that might tarnish the image or reputation of Supermedistore.com or sellers on the portal or otherwise tarnish or dilute any Supermedistore.com trade mark, service marks, trade name and/or goodwill associated with such trade, service marks or trade name as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Portal or Supermedistore.com's systems, networks , or any systems or networks connected to Supermedistore.com .

6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Portal, any transaction being conducted on the Portal or any other person's use of the Portal.

7. You shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message, transmittal you send to us on or through the Portal, or any service offered on or through the Portal. You may not pretend that you are or represent someone else or impersonate any other individual or entity.

8. You may not use the Portal or any content for any purpose that is unlawful or prohibited by the ToU or to solicit the performance of any illegal activity or other activity which infringes the rights of Supermedistore.com and/or others.

9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000, and the rules there under as applicable and amended from time to time and also all applicable domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Integrated Goods and Services Tax Act, Central Goods and Services Tax Act, relevant State Goods and Services Tax Act or Union Territories Goods and Services Tax Act and Custom Duty, Local Levies as may be applicable) and obtain the necessary licences and permits regarding your use of our Portal, service and/or tools and your listing, purchase, solicitation of offers to purchase, and sale of items or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force. In particular you shall ensure that if any of your items listed on the Portal qualifies as an "Antiquity" or "Art treasure" as defined in the Act ("Artwork"), you shall indicate that such Artwork is "non-exportable" and sold subject to the provisions of the Antiquities and Art Treasures Act, 1972, and shall ensure that it is not delivered to any buyer at any place outside India.

10. Solely to enable us to use the information you provide us with and so that we do not violate any rights you might have in your information, you agree to grant us a non-exclusive, worldwide, perpetual,



irrevocable, royalty-free, and sub-licensable (through multiple-tiers) right to exercise the copyright, publicity or database rights or any other rights you have in your information for any current or future promotional or advertising related activities and any business purposes of Supermedistore.com. We will only use your information in accordance with this ToU and our Privacy Policy .

11. From time to time you shall be responsible for providing information relating to the items or services proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such items or services so as to mislead other users on the Portal in any manner.

12. You shall not engage in advertising of other sellers on the Portal to buy or sell any products or services, including but not limited to products or services related to what is displayed on the Portal. You may not transmit any chain letters or unsolicited commercial or junk email to other users acquired/via the Portal. It shall be a violation of the ToU to use any information obtained from the Portal in order to harass, abuse, or harm others or contact, advertise and sell to or solicit persons other than those who have chosen to buy from you. You understand that we have the right at all times to disclose any information (including the identity of the persons who have provided information or material on the Portal) as necessary to satisfy any law, regulation, or valid governmental request. This may include, without limitation, disclosure of the information in connection with the investigation of an alleged illegal activity or its solicitation and/or response to a lawful court order or subpoena. In addition, we can (and you hereby expressly authorized us to) disclose any information about you to law enforcement or other government officials as we, at our sole discretion, deem necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury. We reserve the right, but have no obligation, to monitor the material posted on the Portal.

Supermedistore.com shall have the right, at its sole discretion, to remove any content that violates or is alleged to violate any applicable law or either the spirit or letter of the ToU. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIAL YOU POST ON THE WEBSITE AND YOUR INDEPENDENT COMMUNICATION WITH THE BUYERS AND OTHER SELLERS, REGARDLESS OF FORM. Please be advised that such content posted does not reflect our views. In no event shall Supermedistore.com assume or have any responsibility or liability for any content posted on the Portal or claims, damages, or losses resulting from its use and/or appearance of it on the Portal. You hereby represent and warrant that you have necessary rights to all the content you provide and all information it contains and that such content shall not infringe any proprietary or other rights of third parties or contain any misleading, libelous, tortious, or otherwise unlawful information.

13. Your correspondence or business dealings with or participation in the promotion of advertisers on or through the Portal (including payment and delivery of related products or services, any other terms, conditions, warranties, or representations associated with such dealings) are solely between you and such advertisers. We shall not be responsible or liable for any loss or damage of any sort incurred as a result of such dealings or the presence of such advertisers on the Portal.

14. It is possible that other users (including unauthorized persons or 'hackers') may post or transmit offensive or obscene material on the Portal and that you may be involuntarily exposed to such material. It is also possible for others to obtain personal information about you due to your use of the Portal and



use such information to harass or injure you. We do not approve of such unauthorized uses but by using the Portal, you acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Portal. Please carefully select the type of information that you publicly disclose or share with others on the Portal.

15. Supermedistore.com shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group(s) of people, intentionally or unintentionally, in DoS (denial of service)

Selling

As a registered seller, you shall list item(s) for sale on the Portal in accordance with the policies which are incorporated by way of reference in this ToU. You must be legally able to sell the item(s) you list for sale on our Portal and must have all the necessary licences and permits required for such sale. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics, pictures or videos that describe your item for sale. All items must be listed in an appropriate category on the Portal. All listed items must be kept in stock for successful fulfilment of sales. The listing description of the item must not be misleading and must describe actual condition of the product. If the item description does not match the actual condition of the item, you agree to refund any amount that you may have received from the buyer. You agree not to list a single product in multiple quantities across various categories on the Portal. Supermedistore.com reserves the right to delete such multiple listings of the same product listed by you in various categories.

Compliance on selling of goods/services

You shall also ensure full compliance with the provisions of Integrated Goods and Services Tax (IGST), Central Goods and Services Tax (CGST) and Union Territory Goods and Services Tax (UTGST) or State Goods and Services Tax (SGST) in respect of the goods/services supplied by you.

It is your responsibility to charge appropriate goods and services taxes on the supplies effected and remittance of the same to the Government. Supermedistore.com shall not be responsible for any deficiency and/ or omission on your part.

Pursuant to the tax collection at source provisions under IGST, CGST and/UTGST or SGST, the portal would collect tax collection at source at applicable rates on net value of taxable supplies made through the portal and remit to the appropriate Government.

In case of any mismatches on account of tax collection at source, you shall be required to provide all relevant information to Supermedistore.com to correspond with the relevant authorities and also in case of any liability accruing on account of omission shall be your obligation to pay such deficit.

You shall also be required to provide your GSTIN , without which we will not be able to raise an invoice on you. In the event that you do not provide your GSTIN number, transaction on your account will be blocked and orders will not be processed on your account.



In the event of any conflict between the terms of this clause and any other clause in these terms of use, the provisions of this clause will prevail.

Content Posted on the Store .

All text, graphics, seller interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork, notes, messages, emails, billboard postings, drawings, profiles, opinions, ideas, images, videos, audio files, other material or information (collectively 'Content') are third-party generated Content and Supermedistore.com has no responsibility or liability over such third-party generated Content as Supermedistore.com is merely an intermediary for the purposes of this ToU. Except as expressly provided in the ToU, no part of the Portal including the Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including 'mirroring') to any other computer, server, website or other medium for publication, distribution or any commercial enterprise without Supermedistore.com's prior written consent.

You may use the information on the products and services made available on the Portal for downloading provided you:

- (1) do not remove any proprietary notice language in all copies of such Content;
- (2) use such Content only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it to any media;
- (3) make no modifications to any Content; and
- (4) do not make any additional representations or warranties relating to the Content.

You shall be responsible for the Content posted or transmitted on the Portal by You. The Content will become our property and you grant us the worldwide, perpetual, royalty free and transferable rights in such content. We shall be entitled to, consistent with our privacy policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of purpose forever, including, but not limited to, promotional and advertising purposes in any media, whether now known or hereafter devised or the creation of derivative work. You agree that any content you post may be used by us, consistent with this TOU, and you are not entitled to any payment or other compensation for such use.

Limited License

Supermedistore.com grants seller a limited, non-transferable, non-exclusive, non-sub licensable, non-assignable and personal license to use name and/or logo on seller's invoice for transactions concluded on the Portal.

Payment

1. Transactions, transaction price and all commercial terms such as delivery, dispatch of products and/or services are as per principal to principal bipartite contractual obligations between sellers and buyers and the payment facility is merely used by **sellers and buyers** to facilitate the completion of

transactions. Use of the payment facility shall not render Supermedistore.com liable or responsible for non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after-sales or warranty services or fraud as regards the products and/or services listed on the Portal.

2. You have specifically authorized Supermedistore.com or its service providers to collect, process, facilitate, and remit payments and/or the transaction price electronically or through cash on delivery (CoD) to and from buyers in respect of transactions through payment facility. Your relationship with Supermedistore.com is on a principal to principal basis and by accepting the ToU, you agree that Supermedistore.com is an independent contractor for all purposes and does not have control of or liability for the products or services that are listed on the Portal and paid for by using the payment facility. Supermedistore.com does not guarantee the identity of any User nor does it ensure that a buyer or a seller will complete a transaction.

3. You understand, accept, and agree that the payment facility provided by Supermedistore.com is neither a banking nor financial service, but merely a facilitator providing an electronic, automated online electronic payment facility for receiving payment, or cash on delivery (COD) payment, collection and remittance for transactions on the Portal using the existing authorized banking infrastructure and credit card payment gateway (PG) network. Further, by providing payment facility, Supermedistore.com neither acts as a trustee nor fiduciary with respect to transaction or transaction price.

It is hereby clarified that cash on delivery (COD) option may not be available for select products or categories or Locations .

4. All online bank transfers from valid bank accounts are processed using the gateway provided by the respective issuing bank that supports payment facility to provide these services to the users. All such online bank transfers on payment facility are also governed by the terms and conditions agreed to between a seller buyer and the respective issuing bank.

Dispatch of products and/or services

1. You, as a seller, shall be required to dispatch the products and/or services for every transaction to the buyer within the time period as provided in the TOU to ensure that the products and/or services are delivered in a timely manner. Further, you will solely be responsible for undertaking transit insurance for products sold by You on the Portal. For avoidance of doubt, Supermedistore.com will not be responsible for undertaking any insurance(s) for products sold by sellers on the Portal

2. Seller shall provide dispatch details and details of after-sales services related to products and services listed by it on the Portal to Supermedistore.com in such a manner and within a time period as provided in the policies, failing which the transaction shall stand canceled.

3. Seller shall dispatch the products and/or services using only an approved delivery channel which provides appropriate 'proof of dispatch' & 'proof of delivery' (PoDs) documentation. Such PoD documentation relating to delivery should be maintained by a seller for a period of 4 (four) years from

the date of dispatch. The PoDs should be furnished to Supermedistore.com on demand within the time frame as notified from time to time.

4. Seller agrees that the dispatch details shall be true, correct, and duly authorized and shall not be misleading, fraudulent, false, unauthorized, illegal and shall not contain any misrepresentation of facts.

5. In case a seller fails to provide dispatch details or provides dispatch details not complying with policies, it shall result in consequences as more specifically stated in the TOU and may lead to suspension and/or termination of seller account.

6. Seller agrees that the transaction price paid by a buyer will be remitted to a seller's bank account contingent upon the following events:

a) Buyer confirms the delivery of products and/or services in the transaction;

b) Buyer does not take any action on payment facility to confirm delivery within such a time period as provided in the policies despite confirmation of dispatch of products and/or services by a seller to the buyer;

c) Buyer's refund claim is rejected by Supermedistore.com due to any breach of the ToU, policies, and any applicable law;

Once the transaction is completed by the Seller, the remittance to seller shall be made in accordance with RBI Intermediary Guidelines.

GST / Taxes

You are responsible for paying all fees associated with the use of the Portal and charges collected in respect of such usage. You agree to bear any and all applicable taxes, charges, cesses levied thereon (including CGST+SGST/IGST/CGST+UGST and GST cess as may be applicable to the transaction).

1. A seller agrees that Supermedistore.com may offer to provide express remittance to eligible sellers as per payments settlement policy. Express Remittance shall be subject to RBI Intermediary Guidelines and arrangements/directions of the nodal bank..

2. Invoice generation: A seller expressly agrees that issuing correct and complete invoice is the sole and primary responsibility of a seller. We will assist you with this process by generating an invoice on your behalf. The seller shall be required to physically sign the invoice, print the invoice and affix the same on the consignment. The invoice generated by Supermedistore.com shall be affixed by the seller on the consignment. Notwithstanding anything else contained in these terms of use, the seller shall be solely liable for any liability which may be imposed by taxation authorities for any discrepancy in the invoices.

A seller expressly agrees that issuing correct and complete invoice is the sole and primary responsibility of a seller. Furthermore, seller shall ensure that invoices state 'Powered by Supermedistore.com' and failing to do so a seller shall be liable to charge backs (as applicable).

3. In case of any charge backs levied by the bank, Supermedistore.com shall have the right to deduct such chargebacks from seller remittances, present and future, and a seller's only remedy will be to

discuss and resolve the same with the bank. A seller hereby agrees to extend full co-operation in resolving the chargeback disputes raised by a buyer through the bank and shall provide necessary documentation regarding the transaction to the complete satisfaction of the bank. In case the chargeback is ruled against a seller,

4. Supermedistore.com may delay notifying the payment confirmation, i.e. informing seller to dispatch if Supermedistore.com deems suspicious or a buyer conducts high transaction volumes to ensure safety of the transaction and transaction price. In addition, Supermedistore.com may hold transaction price and not inform seller to dispatch or remit transaction price to law enforcement officials (instead of refunding the same to a buyer) at the request of law enforcement officials or in the event of a buyer being engaged in any form of illegal activity.

5. Sellers acknowledge that Supermedistore.com will not be liable for any damages, interests, claims etc. resulting from not processing a transaction/transaction price or any delay in processing a transaction/transaction price that is beyond the control of Supermedistore.com.

6. Supermedistore.com shall make payments into the bank account provided by a seller during the seller registration process. Once Supermedistore.com has made payments into such a bank account number, Supermedistore.com shall be discharged of any/all liabilities towards the seller and the seller shall not be eligible for any claims whatsoever.

Compliance with Laws:

Seller shall comply with all the applicable laws and obtain all necessary licenses and permits applicable to them.

Product Description

Supermedistore.com does not warrant that product description or other content on the Portal is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

Breach

Without limiting other remedies, we may limit your activity, immediately remove your information, warn other users of your actions immediately, temporarily/indefinitely suspend/terminate/block your account and/or refuse you access to the Portal in the event of, including but not limited to, the following:

1. In case of breach of the ToU, privacy policy or other policies (if any);
2. if we are unable to verify or authenticate any information you provide; or
3. if it is believed that your actions may cause legal liability for you, other users, or us;

Indemnity

You shall indemnify and hold harmless Supermedistore.com its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees from any claim, demand, or actions including reasonable attorneys' fees made by any third party or penalty



imposed due to or arising out of your breach of the ToU, privacy policy and other policies or your violation of any law, rules, regulations or the rights (including infringement of intellectual property rights) of a third party.

Trademark and Copyright complaint

Supermedistore.com respects the intellectual property of others. In case you feel that your trademark has been infringed, you can write to sales@Supermedistore.com

Governing Law

The ToU shall be governed, interpreted, and construed in accordance with the laws of India. The place of jurisdiction shall exclusively be Maharashtra.