

SZS TECH PRIVATE LIMITED

Registered Office: A 4/3, Street no.-4, Vasant Vihar, New Delhi 110057
CIN: U74999DL2018PTC339542

Terms of Trade

Fulfillment type: Drop Ship

Last mile delivery managed by: simsimsim

For dispatching a product to the buyer, the seller needs to pay certain marketing & fulfilment fees to simsimsim which covers the commission, shipping fee and service tax charges for the marketplace. The details of the same are mentioned below:

One time registration fees	Nil
Listing fees	Nil
Cataloging fees	Seller to provide for product description, at least 2 high quality images, MRP, Expiry date, weight
SIMSIM Commission fee (for marketing and fulfillment)	Refer Annexure 1 to see category wise commission fees. Will be charged as a percent of selling price
Shipping	Shipping or any logistic charges collected from the customer with respect to any delivery or return for a Product shall be collected by Simsimsim alone and Merchant shall raise no claim over the same.

Return Policy

The journey of a seller doesn't end with the dispatch of the product. Sometimes, the buyers opt for returning the product if they are not satisfied with it. To be eligible for a return, product must be unused and in the same condition that the buyer receives it in. In case of returns, the Seller will have to pay the total item order value to the buyer. Returns will be processed only if : (a) it is determined that the product was not damaged while in the buyer's possession; (b) the product is not different from what was shipped to the buyer by the Seller; and (c) the product is returned in original condition.

There are certain products which may not be eligible for return. The return policy will not be applicable on product categories which are not eligible for returns. Further, the list of products from the categories which are not eligible for return are provided in Annexure 2.

Refund Policy

If it so happens that the **buyer wants to return a product and seeks a refund**, then:

- Marketing and fulfilment fees (Simsimsim's Commission) will not be charged on the seller's account for these returns.
- A reverse shipping charges would be charged for picking up the product and delivering back to the Seller for which the charges are mentioned hereinbelow under Reverse Logistics Charges.
- The service tax applicable on reverse shipping fee amount will also be deducted from the payout payable to the Seller by simsimsim.

When a product is returned, the seller will always have to bear a certain cost. This is because, in online marketplaces and e-commerce websites, customers often tend to return the products owing to different reasons. Nonetheless, simsimsim will take steps to ensure that the interest of sellers and buyers are protected at all times. Refunds cannot be processed to any third-party accounts. Refunds will only be processed to the source account of the seller which shall be payable in the next pay-out cycle.

Reverse Logistics Charges

Charges on customer cancellation	Nil
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Charges on customer returns	<ul style="list-style-type: none">- Reverse shipping fee will be charged as per the weight of the product. Rs. 100 for 0-500 gm- Rs. 50 for additional 500 gm
<p>*Please note, sellers would be charged reverse logistics charges for all customer returns (Minimum shelf life of the product shipped should be 9 months)</p> <p>*Returns due to unsuccessful delivery to customers or customer cancellations prior to delivery completion are not charged. These returns are commonly termed as RTO.</p> <p>*This policy is only applicable on returnable product category which is mentioned hereinabove.</p>	

Penalty & Other charges:

Type of penalty	Description	Order date - shipment date	% of Amount	Max Penalty
Shipping SLA Breach	Orders shipped after defined SLA in the system	<=2 days	Nil	Nil
		3 days	20%	₹200
		4 days	30%	₹250
Merchant Self-Cancelled	Cancellations done by the merchant due to out-of-stock or any other reasons. This will be treated as merchant self-cancelled	MC within TAT (<= 2days)	30%	₹300
Merchant Auto-Cancelled	System cancelled order post a defined shipping SLA has been breached. This will be treated as merchant auto-cancelled	MC + SLA breach (>3 days)	20%+30%	₹200+₹300
Fake Product	In case any of the shipped product is found to be a fake or a brand copy, a penalty of five times of the selling price will be charged from the seller	NA	500%	NA

*MC - Merchant Cancellation

Working Days will be considered from Monday to Saturday. Sunday will be treated as a holiday.

Terms of Payment

Payment Days	<ul style="list-style-type: none">- Payment will be processed on T+2 date, where T is the date of delivery- Only working days are included- Payment will be credited twice a week
Payout	<ul style="list-style-type: none">- Payment will be collected by Simsim and seller will be paid at above mentioned frequency net of simsim commission and charges

Duties and Obligations of Sellers

The Seller shall:

- upload the product description, images, disclaimer, delivery time lines, price and such other details for the products as required by the applicable laws to be displayed and offered for sale on online platform through simsim.
- ensure not to upload any description/image/text/graphic that is unlawful, illegal, objectionable, obscene, 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. Seller shall also ensure to upload the product description and image only for the product which is offered for sale through the online platform.
- provide full, correct, accurate and true description of the product as required by the applicable laws, so as to enable the customers to make informed decision.
- at all times be responsible for compliance of all applicable laws and regulations including but not limited to intellectual property rights, applicable tax, sale of goods, consumer protection, excise and import duties, drugs and cosmetics and advertisement.

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- provide all relevant details about the goods and services offered for sale by the seller including country of origin which are necessary at the prepurchase stage along with the name and details of the importer, and any such guarantees, related to the authenticity or genuineness of the imported products.
- not offer any product for sale on simsims' platform, which are prohibited for sale, dangerous, against the public policy, banned, unlawful, illegal or prohibited under the applicable laws.
- not adopt any unfair trade practice whether in the course of the offer on simsims' e-commerce platform or otherwise and no seller shall falsely represent itself as a consumer and post reviews about goods or services or misrepresent the quality or the features of any goods or services.

Representations and warranties

The seller represents and warrants that:

- all their obligations under these terms are legal, valid and binding obligations enforceable in law.
- they are an authorized business establishment and hold all the requisite permissions, authorities, approvals and sanctions to conduct their business and to enter into an arrangement with simsims. They shall at all times ensure compliance with all the requirements applicable to their business and for the purposes of this arrangement in accordance with the applicable laws. Further, they confirm that they have paid and shall continue to discharge all their obligations towards statutory authorities.

Confidentiality

- The seller undertakes that they shall keep strictly secret and confidential and shall not disclose, divulge or reveal during the continuance of these terms of trade, the Confidential Information with any third party and where any Confidential Information is required to be disclosed to the competent authorities due to governmental or judicial order, the seller shall give the company prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable simsims to seek a protective order or other appropriate remedy.
- The term "**Confidential Information**" means information relating to these terms and/or simsims' existing or contemplated products, any/all information, proprietary materials or intellectual property rights including all technical and non-technical information concerning the business and its operations, trade marks (in every form and media) now known or that may be known in future information, services and/ or service plans, bills, reports, statistic, customer data, trade secrets, inventions, technologies, processes, methodologies, concepts, data, designs, reports, records, formulae, analyses, costs, prices or discount structure, names, customer lists, customer's personal information, finances, administrative, marketing plans, business plans, strategic plans or business opportunities, technical specifications, documentation, agreements, deeds and other materials contained in or related to any of the foregoing.

Indemnification

- The seller shall defend, indemnify and hold harmless simsims, its directors, officers, employees, representatives, agents from and against all losses, damages, claims, suits, legal proceedings and otherwise howsoever arising from or in connection with any claim including but not limited to claim for any infringement of any intellectual property rights or any other rights of any third party or of law, leak of any Confidential Information, the breach of any of the seller's warranties, representations or undertakings or in relation to the non-fulfilment of any of its obligations under these terms of trade or arising out of the seller infringing any applicable laws, rules or regulations.

Seller Protection Fund Claim ("SPF")

The SPF is a protection fund created to minimize the loss of sellers in case of damaged/incorrect returns. To minimize the loss of sellers in case of damaged/incorrect returns, simsims compensates its sellers when the returned item received from customers is in an unacceptable state or is entirely different from what was originally shipped. Seller can raise an SPF claim by filling in the necessary details and uploading the required documents/images on this link https://docs.google.com/forms/d/e/1FAIpQLSfOsq_ZL7jFD9ac-AjrNRQw7Ns0kla_4xQAxdyUagRO-qzoxg/viewform and accordingly simsims can investigate the matter and settle the claim as per its policy, a draft of the same will be shared by the Seller at the time of registration by the Seller.

Below are a few situations where seller can raise an SPF claim: -

- The shipment was damaged. (Minor/Major/Box)

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- The product was misplaced due to the fault of SIMSIM. (Missing Qty./Short Qty.)

However, there are certain situations where an SPF claim cannot be raised: -

- Product not shipped according to the description.
- Product missing certain parts.
- Fake/used/expired product.
- Claim not raised within 7 days.
- Failure to pack the product as per simsim policies and general packing norms.

Seller should let simsim know about the claim within 7 (seven) days of the date of receipt so that simsim can investigate the matter by conducting a proper due diligence. When the case is approved, the refund is credited directly to seller's bank account in the next pay-out cycle. However, if the claim isn't approved, it is communicated along with reasons to the seller within 60 days of the claim being made by the Seller.

Annexure I

Seller Name	Brand Names	Category	Marketing and fulfilment fee
Details to be revised for every seller		Shoes Slippers & Flipflop	27% + GST or Rs. 120 whichever is higher 30% + GST or Rs. 100 whichever is higher

Above mentioned Annexure I shall only be applicable to the **new sellers' with effect date from the date of onboarding.

**Above commissions are excluding GST, GST is applicable on marketing fees and other charges.

** Marketing and fulfilment fees includes shipping fee.

Annexure 2

Please refer to this doc to find the list of all product and categories which are eligible for return:

https://docs.google.com/spreadsheets/d/15BAiwmWO1TI_BU4IW50W74H2drot3zyRmp_-OL9IfY8/edit?usp=sharing

**Above terms are for launch and can be revised by sharing prior information with the partner.