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AFRIMASH VENDOR AGREEMENT

AF1

Thank you for choosing Afrimash as your number 1 platform to offer your unique agricultural inputs to farmers/customers around the world. Find below additional information preceding the agreement to assist in managing your Vendor relationship with Afrimash Company Limited, and its affiliates (each and collectively, "Afrimash", "we", "us" or "our").

- ✓ Because of the constant improvement of our services, the agreement will constantly evolve. We will, therefore, use the vendor notification feature on the Store manager to always keep you updated about those evolutions.
- ✓ To be able to keep using your Online Store, you will be requested to read carefully each edition of the agreement and accept the terms within 2 weeks. Failure to do this will result in the suspension of the related Online Store. If you accept, these conditions will be applied to all the orders processed after the physical/electronic signing and return to the Afrimash Vendor Experience Department.
- ✓ If you wish to gain more clarity about the terms of this agreement, please contact either your dedicated Vendor Manager or Vendor Support Center.

BY REGISTERING FOR OR OTHERWISE USING THIS WEBSITE, YOU (1) ON BEHALF OF YOURSELF AND THE ENTITY THAT YOU REPRESENT, AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE; AND (2) REPRESENT AND WARRANT THAT YOU ARE EXPRESSLY AUTHORIZED TO BIND VENDOR TO THIS AGREEMENT.

- **Kindly refer to Afrimash Vendor Agreement Form AF1a for a copy to fill, sign, attach and mail to the Afrimash Partner Experience via sell@afrimash.com**
- **Registration on Afrimash informs abiding to the terms of agreement stated in this document (Afrimash Vendor Agreement).**



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This E-commerce Vendor Agreement (“Agreement”) is made and entered into on _____
(day/month/year), between

_____ (Business Name)

_____ (Corporate reg. details/status)

_____ (Location)

through _____ its duly Authorised Representative
(hereinafter referred to as Vendor”), of the First Part;

AND

Afrimash Company Limited, incorporated under the Corporate Affairs Commission having its registered office at Ground Floor, Freedom House (Beside IBEDC Office), General gas Junction, Akobo, Ibadan, Oyo state, (hereinafter referred to as “Company”), represented by

_____ of the Second Part.



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PRESTATIONS RELATIVE TO THIS AGREEMENT

- ✓ Vendor is engaged in _____.
- ✓ The Company owns “Afrimash” an Agritech e-commerce platform located at the following URL: <http://www.afrimash.com> hereinafter referred to as the “Afrimash website” and have many registered users to whom Company offer various services,
- ✓ The Company runs and operates a platform that allows Vendors to sell their products to the public over the internet and an adapted partner logistics network.
- ✓ The Vendor is desirous of setting up an online store on Afrimash Website and has offered to sell its products through the said online store, Company has agreed to create the said online store upon the following terms and conditions.
- ✓ The above-referred Vendor and Company are hereinafter collectively referred to as “Parties” and individually as “Party”.
- ✓ By signing this contract, both parties agree that customer satisfaction is the ultimate interest in guiding the commercial actions and behaviors of both parties.
- ✓ By signing this agreement, the Vendor consents to abide by the Company’s [Buyer Protection Policy](#).
- ✓ This agreement is valid as soon as it is signed by the Vendor or as soon as one order on the Afrimash website is handled by the Vendor. It remains valid until terminated by either party via a one month notice in writing.
- ✓ The Parties have thus agreed to enter this Agreement based on the terms and conditions hereunder set out.
- ✓ This Agreement expressly supersedes prior agreements or arrangements with the Vendor.



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1. DEFINITIONS

For this Agreement, there are technical wordings specific to e-commerce sector-unless the subject or context otherwise requires the following words and expressions shall have the following meanings:

- “Company” shall mean Afrimash Company Limited.
- “Afrimash website” means an online platform owned and operated by the Company that facilitates the shopping transaction between the Vendor and the Customer.
- “Effective Date” shall mean the date on which this Agreement is executed.
- “Seller Agreement” shall mean this form in hardcopy or digital format to be filled in and executed by the Vendor at the time of execution.
- “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 “Agreement”.
- “Online Store” shall mean a virtual electronic store created on the Afrimash website for the sale of the Vendor’s Products either through the web site of the Company 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.
- “Store Manager Account” shall mean the dedicated online store account for which the access is provided by the Company to the Vendor to manage products, inquiries, orders, pricing, sales operations, etc.
- “Customer” shall mean any individual, group of individuals, firm, company, or any other entity placing an order for the Products of the Vendor through the Online Store.
- “Customer Experience Department” shall refer to the human and virtual resources employed by the Company to manage pre- and post-sales relationship, the confirmation of orders and all the relationships between the final customer and the Company.
- “Vendor Experience Department” shall mean the human and virtual support services provided by the Company to solve the issues faced by Vendors as well as to help vendors grow their business.
- “Order” shall mean an order for the purchase of products wherein the customer has agreed to purchase the product upon the terms and conditions and at the price indicated on the online store of the Vendor.
- “Price” shall mean the cost at which the Products are to be delivered to the Customer inclusive of shipping charges if any.
- “Shipping Charges” shall mean the logistics/courier/postal charges including all taxes incurred for delivering the product(s) to the Customer.
- “Shipment Cost” shall mean the cost and taxes recovered by the Company from the Vendor per order for handling the logistics.
- “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 an online store (based on the plan agreed upon).
- “Commission” shall mean the service charge/margin per transaction charged by the Company to the Vendor at the rates agreed to between the parties, upon the sale of a product on an online store.
- “Warehouse” shall mean the facility of the Company where choice/preselected products are stored until orders have been processed before fulfillment, dispatch, and shipping.
- “Final Delivery” shall mean the transfer of the ownership of the product from the Vendor to the final customer.



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- “Shipped” A product is considered shipped 1) When the vendor dispatches the product to Afrimash or one of its logistics partners (drop shipping) 2) When the Vendor dispatches the product to the Customer (direct delivery-especially for live products) 3) When the product has left Afrimash warehouse.
- “Ready to ship” shall mean products signaled as being physically available, packed according to packaging guidelines, and ready to be transferred for delivery.
- “Business/working day” shall mean a day (excluding Saturdays and Sundays) on which commercial banks generally are open for business in Nigeria.
- “Cancellation” shall mean the fact for the vendor to cancel any order received in the Online Store. This cancellation call also is called an out of stock (OOS) as per how it is communicated to the Company’s customers.
- “In writing/written” shall mean physical documents or electronic mail to the e-mail address designated by the Company for communication between parties as well as any comparable means of communication, so long as such form results in a permanent record being made.
- “Intellectual property” shall mean any patent, copyright, registered or unregistered design, design right, registered or unregistered trademark, service mark or other industrial or intellectual property right and includes applications for any of them
- “Promotion” shall mean any specific and extraordinary commercial event organized by the Company to highlight to its customers' certain products sold at specifically attractive conditions.
- “Contact Information” shall mean all the correct and up to date information given by the Vendor to allow the Company to reach a direct contact person: one single e-mail address, phone number, Tax ID number, and physical address.
- “Vendor Account Manager” shall mean a professional staff specialized in supporting commercial growth and relevancy of a Vendor on the platform. The attribution of an Account Manager to a vendor is solely under the Company’s discretion.
- “VAT” shall mean Value Added Tax as applied per the applicable tax authorities.
- “Third-party logistics provider” shall mean a logistic partner providing the array of logistics services sold by the Company.



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2. EXECUTION

A. Rights and obligations

1. The Company's rights and obligation

(1) The Vendor acknowledges that the relationship between customers and the Company is governed by the privacy policy and the general terms and conditions, both available on the Afrimash website.

(2) **Product Listing and Content Management:** The Company will present on the website the products listed by the Vendor that passed Quality Control. The Vendor will be responsible for listing their products.

- a. The Vendor grants to the Company the perpetual rights to use, reproduce, modify, adapt, publish, translate, and create other contents and distribute the content that the Vendor provides.
- b. To maintain its reputation for quality and high standard of service, the Company reserves the right to (with prior notification) delist the Vendor and to terminate the relationship with the Vendor if the Vendor repeatedly receives bad reviews or complaints or fails to comply with other conditions in this Agreement.
- c. The Company offers to the customer the opportunity to evaluate the products on its site. The Company will review these evaluations and may publish them.

(3) **Pricing:** The Vendor is entitled to give the Company prior notice on the change of prices of the products listed on the Online Store. Vendors can also update the price changes themselves via the Store Manager bearing in mind the agreed commission.

(4) **Stock Level and Order Fulfillment:** The Company is authorized to accept binding sales on behalf of the Vendor and will ensure that order data is passed on to Vendor through the Store manager within one business day subject to holidays and weekends. The Company's arms (Customer Experience and Vendor Experience Departments) will process the orders following the Operating Model and order cycle guidelines.

(5) **Returns:** The Company will manage the returns of the Vendor following the agreed Return Policy specific for each vendor/category of products as listed in the Vendor's Store Policy.



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(6) **Counterfeited products:** The Company reserves the right to supervise, test, and confirm quality checks over the products provided by the Vendor to guarantee that no products sold on the Afrimash website are counterfeited products. Such activities would be considered as fraudulent by the Vendor and could lead to immediate legal pursuit.

(7) **Payments terms:** The Company will pay the vendor based on the prior agreed business model options agreed upon by both parties. This payment will preferably be forwarded to the registered Vendor's bank account and a payment voucher made available to the vendor either manually or electronically.

(8) **Training:** The Company will provide to the Vendor training material as well as the support needed so the Vendor can build the level of competence and gather the knowledge needed to operate its online store on the Afrimash website. This training may be provided both online or offline and might involve additional fees based on the level of the training.

(9) **Customer Relationship Ownership:** The Company is the owner of the customer relationship and will share information or data related to the customer only a need to know basis. This will be under a confidentiality bound basis with the Vendor, who prohibited to use them in any other business without prior notification of the Account Manager.

II. Vendor's rights and obligation

(1) **Training:** Every Vendor is to guarantee that his level of understanding of the Company's operating model allows him to operate his shop independently. Training material is offered by the Company for the Vendor. This training is set up to prepare the Vendor for the management of its shop through the store manager. This training may be provided online.

(2) **Product Creation and Listing:** The Vendor certifies that the description of the products listed on the Afrimash website is true, abide by any law applicable to the promotion of a product to end customers, and is respectful of the product creation guidelines as communicated by the Company's [guidelines on listing products](#).

- a. Every item sold has to be identical to its description on Afrimash.com and the image provided. The Company may inspect the products given by the Vendor to check their conformity with the specifications mentioned by the Vendor on the product pages and with the standards of quality enounced in that agreement.



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- b. In case of non-conformity with the technical characteristics, with the color, image or in case of technical default, the Company will be able to return the product to the Vendor (and inflict penalties as stipulated in this agreement)
- c. The Vendor will keep the Company harmless of any suit, dispute arising from presenting on the platform illegal information or products, as well as products he wouldn't have a valid license to operate.

(3) **Pricing:** The Vendor is responsible for setting the prices of its products listed on Afrimash.com. The price must include taxes and abide by any pricing law in effect for the full duration of the listing. The Vendor ensures that every effort is being made to limit the minimum number of disputes over its products regarding quality and prices.

(4) **Stock Level and Order Fulfillment:** The Vendor certifies that for all its products listed on the online store, the stock indicated as available is consistent with its real stock immediately available. The Vendor will process the order in line with the Company's order cycle in conjunction with the Vendor Experience and Logistics departments.

- a. The Vendor will process orders and arrange delivery with all reasonable care and diligence the moment receipt of confirmation of sale is received through the Vendor Experience Department. Orders should be confirmed before and after dispatch to the customer, third party logistics, or Company.
- b. Late fulfillment, repeated cancellations, or any actions bringing prejudice to the customer purchasing experience will result in penalties applied to the Vendor (including-but not limited to-de-listing and compensation claims).
- c. If for any reason the vendor is unable to fulfill orders for a substantial period, the vendor must inform the Company via his Account manager and turn off stock availability of products in his store at least five business days before his departure to avoid failure to fulfill new orders.

(5) **Returns of products:** The Vendor commits to respect the return policy as agreed by both parties for the categories of products listed by the vendor.

(6) **Guarantee of products:** The Vendor commits into providing a manufacturing warranty guarantee to its products and/or to replace all defective products (Dead on arrival). The details of the warranty provided for the products must be explicitly stated on the product page.



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(7) **Counterfeited products:** The Vendor commits into providing only genuine products and to abide by every applicable law and regulations regarding the sale of products to an end customer. Any disrespect of this term may lead to immediate termination of the contract, and the Vendor shall keep the Company away from any dispute regarding a breach of such laws and regulations.

(8) **Payments terms:** The Vendor will be paid following the payment term option agreed by both parties based on the vendor membership plan the Vendor opts for.

(9) **Content provided by the Vendor to the Company:** The Vendor grants to the Company the perpetual rights to use, reproduce, modify, adapt, publish, translate and create other contents and distribute the content provided.

(10) **Customer Relationship Ownership:** The vendor doesn't have the right to contact directly the customers and guarantee that the Company is the owner of the customer relationship.

3. SYSTEM USAGE AGREEMENT

1. General conditions of use of the Afrimash account/store manager

(1) **Rule on the use of the Store manager:** Every Vendor who wants to list a product to sell through the store manager has to create an account with the Company via the Afrimash website.

An account Store manager is private for the Vendor and cannot be transferred or leased to any third party without the agreement of the Company

The Company reserves the right to:

- a. Erase a product page published by a Vendor on behalf of a third party without any compensation to the Vendor.
- b. To refuse the whole or a part of a product page that would contravene these terms and conditions.
- c. To refuse the image proposed by the Vendor for any reason, including but limited to poor quality, differing descriptions, unethical images.

(2) **Sensitive and prohibited Goods:** The Vendor takes the full responsibility related to the commercialization of the products sold on the Afrimash website and bears full responsibility for all legal implications related to the damages my products can cause, including but not restricted to, physical and health damages, material damages, loss of business.

- a. The Vendor guarantees that he has the right to sell every product listed on his Store and that he is fully compliant with every law of the country, including tax laws and regulations applicable.
- b. The Vendor, if selling items under legal restriction, guarantees that he has all the licenses required to sell such products and that all legal requirements attached to the commercialization on such items are followed and enforced. This may concern registration to the health authority, license to sell, and respect of storage conditions attached to each item, respect of manipulation rules, and respect of product description legal standards.
- c. The Vendor is to ensure that any product sold will give the customer at least 1 year before the last date of consumption/use.
- d. The sale of illegal articles if forbidden (below list is non-exhaustive):
 - i. Currency, valid invoices from any country. Fake money and every product which counterfeit financial instruments.
 - ii. Every financial instrument disapproved by applicable financial controlling authorities
 - iii. Stolen or counterfeit goods
 - iv. Illegal substances and products sold to produce, modify, or consume illegal substances. Drugs, medicines, steroids...
 - v. Plants and animals threatened by extinction. Fur, organs, part of animals...
 - vi. Any explosive material/flammable material
 - vii. Fireworks, ammunition and every manual which would explain how to build bombs and explosives
 - viii. Articles considered as being part of the historic patrimony
 - ix. Every article related to hacking
 - x. Weapons and items related to ammunition, bullets...
 - xi. Fake IDS, fake birth certificate, driving license... Or any fake document
 - xii. Organs
 - xiii. Items related to pedophilia, pornography, naked children...
 - xiv. Therapies
 - xv. Every item which contravenes to intellectual property

(3) **Title and description of a product page:** The title of the product page has to be limited to the name of its product and its main specifications (Size, color...). All the remaining part of the description should appear in the description.

- a. Every content of the product page should include the requirement of the applicable regulation.
- b. Should not be used links to other sites.
- c. The Company reserves the right to modify the title of the product page so that it is conformed to the conditions of use of the Seller Center.
- d. The product pages are protected by intellectual property.

(4) **Price:** The only price indicated should be the selling price including applicable tax. This price should not be in the title of the product page.

(5) **Photos:** The photos included on the product page have to be related to the article or service proposed. It is forbidden to use the photos of other vendors without their approval. Those pictures are protected by intellectual property.

- a. Because of the specificity of its services, the Company has to ask personal information about the Vendor.
- b. The Company can cooperate with authorities and give the identity of the Vendor to the legal authorities if the content of a product page does not comply with the national regulation.
- c. For Vendors located abroad, reserves the right to add the mention "Warning: this product is shipped from abroad"

II. *Payment plan for vendors*

(1) **Payment by the Company to the Vendor:** Payments done to the Vendor are calculated on the base of the sum of the selling price including tax of articles delivered to customers deducted from the amounts of products returned within this same period, as well as commissions and penalties. All invoices issued by the Vendor shall be paid for in Naira.

(2) **Payment Method:** Payments are done by Bank Transfer. The Vendor must enter its exact and up to date bank information in the tab provided in the Store Manager feature.

(3) **Invoices:** The Vendor has to provide an invoice for the Company when providing the product to be delivered to the customer. The Company will invoice the Vendor for the commission perceived and for the fees collected as well as for the penalties applied.

(4) **Payment Calculation:** The revenue collected by the Company for the Vendor is based on the orders successfully delivered to the customer. The Vendor understands that the items shipped but not delivered yet at the moment of the payment are not included in the payment.

(5) **Documents Required for Payment:** Every payment is dependent on the following documents:

- a. This contract electronically signed by both parties;
- b. The invoice is given by the Vendor to the Company for the successful fulfillment of orders.
- c. The delivery receipt/payment voucher given by the Company to the Vendor signed for each item given to the Company.

(6) **Sales Report:** At the end of each period, the Company shall issue via the Store Manager a Sales Report for reconciliation of the sales recorded by the Vendor before making payments and covering:

- a. The products delivered
- b. The products returned
- c. Products canceled
- d. Any other transaction (Fees, Penalties, Correction entries)

III. Commissions and fees collected by the company

(1) **Calculation of Commission:** The commissions are calculated as a percentage of the full tax selling price and are invoiced full tax. The other fees are invoiced with VAT. Therefore, The Company collects VAT over the number of commissions and fees that it withholds according to the regulation applicable.

(2) **Invoice:** On a frequency defined by payment terms guidelines, the Company invoices the Vendor. On this invoice may be found the commissions, fees for value-added services, and penalties owed by the Vendor to the Company.



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(3) **Adjustment of commissions:** The Company reserves the right to adjust the percentage commission, providing suitable notice of 14 days is served in advance to the Vendor. The Company will duly notify the Vendor through an adequate e-mail notice of any commission changes. This does not cover adjustments that constitute a material change of the contract terms, which would require an additional agreement on the change.

(4) **Adjustment of fees:** The Company may start charging additional fees for the sale of goods through the Afrimash website platform at any point. In the event of the introduction of further fees, the Vendor will be notified before their commencement in writing 14 days prior and they will have the option to opt-out.

(5) **Commissions collected by the Company:** All the commissions collected by the Company on the products of the marketplace are available on the Store Manager (Orders >> Ledger >> Commissions).

IV. Logistics

(1) **Fulfillment by Vendor (Drop Shipping):** During a drop shipping procedure, the Vendor keeps the responsibility of the management of its stock and provides to the Company the product ready to be delivered to the customer. The Company or any of its contractors are in charge of the delivery of the product to the final customer.

- a. The Vendor commits into appointing an employee who will be the main middleman between the Vendor and the logistics service of the Company, this is to ensure orders are processed and fulfilled within acceptable periods.
- b. The Vendor commits into processing the order with one working day after its confirmation
- c. The Vendor commits to ensuring his items are shipped within three business days of processing the item.

(2) **Transfer of responsibility and ownership of the good:** The Vendor has to provide in the Company's warehouse the products packed. The transfer of responsibility of the product happens when the Vendor is given the coupon which certifies that the Company received the product. Yet, the Vendor remains the owner of the goods until they are sold. The Vendor will take all the necessary care to protect the goods during transportation.

(3) **Transfer of product from the Vendor to the Company:** No product damaged before the transfer of responsibility between the Vendor and the Company will be accepted by the Company. If the product received by the Company is damaged, the Company will ask the Vendor for the free substitution of this product by a product in good condition.

- a) In case of delay in the sourcing of products, the Vendor will communicate soonest to the Company the date when he estimates that the product is ready.
- b) If the Vendor takes more than 3 working days to give the products to the Company, the Company reserves the right to consider the product as out of stock out, cancel the order and charge the penalties applicable

V. Communication

- 1) The Company will communicate to the Vendor using the information given by the Vendor when registering on Afrimash website/Store Manager. The Vendor is responsible for updating the Company's systems and teams within 24 (twenty-four) hours in case of any change in its contact information.
- 2) The Vendor will communicate to the Company using emails, phone, or mobile messaging, in case the Vendor is followed up by an account manager.

VI. General principles regarding process of products returned

- 1) The Company will accept products returned by its customers if the return reason respects the return policy mentioned on the website and Vendor's store.
- 2) The Vendor will accept the conditions of return of the Company's conditions mentioned on the Afrimash website. Moreover, the Vendor will renounce to his return policy for all the orders on the Afrimash website.
- 3) **Return conditions:** The Vendor is obligated to accept returns or refunds of products on the following cases:
 - a. The Customer asked to have his product returned to the Vendor by 3 days after the delivery date and through the Customer Experience Department of the Company

- b. The product sent back is still in its original package wrap
- c. The product has not been used
- d. There isn't any missing part of the product
- e. The customer has conserved and sent back the invoice of the product
- f. Or, if the item is defective and the customer requests a return within 7 days after the delivery date and through the Customer Service of the Company.

The Vendor is required to provide a warranty to the Company for the entire period of the warranty to be shared with the customer.

4) **Returns process and split of responsibility:** In the case of products returned, quality control is done in the warehouse of the Company to determine the party responsible for the return of the product.

- a. If the product is in salable conditions and If the Company does not want to keep the product, it is returned to the Vendor who becomes again the legal owner of the product.
- b. If the Vendor has already been paid for the sale of the product, he has to reimburse the Company minus the amount of the commission deducted by the Company when the products were sold.
- c. If the product is defective, quality control is done on the product by the Company to determine who is responsible:
 - I. If the Company is responsible for the default of the product, the Company will reimburse the Customer or will replace the product
 - II. If the quality control shows that the Customer is responsible for the default of the product, the product is sent back to the Customer and there is no reimbursement.
 - III. If the Vendor or manufacturer is responsible for the default, the product is sent back to the Vendor. The Vendor has to reimburse the Company if he has already been paid for the sale of the product.

(5) **Disagreement over the quality control:** In case of disagreement over the quality control, the Vendor has to open a dispute procedure. He has to provide the Company with the proof that

the object was working and had the quality necessary to be sold when he provided the Company with the product.

The dispute case must be opened while the Vendor is in the presence of the Company's staff. The Company will remain the last arbiter in case of return related disputes.

(6) Reimbursement of objects sent back and penalties: If at the end of the return process, the Company considers that the final customer has to be reimbursed, the Company reimburses the customer and sends an invoice to the Vendor if necessary.

A reimbursement between the Vendor and the Company shall take place in the following cases:

- a. If the product is defective and the Vendor is considered as responsible for this default. In that case, if the Company has not paid the Vendor yet, the Vendor will not be paid for the product.
- b. If on the contrary, the Company has already paid the Vendor, an invoice is sent to the Vendor. He will have to reimburse the full price of the object and the fees for the return of the object.
- c. If the product is sent back by the Customer and is in the state to be sold again and the Vendor wants to remain the owner of the object:
- d. If the Company has not paid the Vendor, the Vendor won't pay for the object
- e. If on the contrary Company has already paid the Vendor, an invoice is sent to the Vendor so that he reimburses Company.

(7) Modification of return conditions: The Company reserves the right to modify its return policy at any time and shall immediately give the Vendor 14 days' notice before implementing the New Return Policy. The Vendor will accept ALL changes in the return policy.

(8) Delay in return of the products to the Vendor: If for any reason, a product has to be sent back to the Vendor, the Company will retrieve the product from the customer and make it available for the vendor at a location of the Company's warehouse or mutually agreed delivery location/hub.

(9) **Forfeiture of Ownership:** If the vendor doesn't collect the returned products within three (3) weeks following the notification by the Company of the availability of such items, the Company becomes the owner of the returned product.

4. LIABILITY

I. Limitation of liability

(1) **Quality and authenticity of the products provided by the Vendor:** The Vendor indemnifies the Company from all claims arising concerning matters outside the Company's control, including but not limited to the quality of goods and services provided by the Vendor.

(2) **Violation of law by the Vendor:** The Vendor further indemnifies the Company from third parties' claims resulting from any violation of laws and regulations by the Vendor.

(3) **Prejudices of the Vendor:** The Company will not be held responsible for any prejudice and direct or indirect damages of whatsoever nature done to the Vendor because of the use, interruption, or dysfunction of the Company's internet website, android application or any other service provided by the Company.

5. INTELLECTUAL PROPERTY

- I. The Vendor warrants that its manufacture, sale distribution, and use products do not infringe directly or indirectly any Intellectual Property.
- II. The Vendor undertakes and represents to the Company that it has all rights and ownership or is a licensed user of all Intellectual Property concerning the products and the supply of the products and can grant an irrevocable, non-exclusive and royalty-free license to use all such Intellectual Property for marketing, promoting and featuring the products on the Afrimash website.



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- III. The Company acknowledges that it will not acquire any rights in respect of the Intellectual Property concerning the products and that all those rights and goodwill are, and will remain, vested in the Vendor or the owner of the Intellectual Property (as the case may be).
- IV. The Vendor represents and warrants to the Company that it is not aware of any claims made by any third party with regards to any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claims, demand or action resulting from the manufacture, sale, distribution or use of the products.
- V. The Vendor agrees to release, defend, protect, indemnify and hold the Company, their affiliates, and their respective directors, officers, employees, contractors, agents, suppliers, users, successors, and assigns, harmless from and against all costs (including attorney fees and court costs on an indemnity basis), expenses, fines, penalties, losses, damages, and liabilities arising out of any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claims, demand or action resulting from the advertising, promotion, manufacture, sale, distribution or use of the products.
- VI. The Vendor shall not be entitled to use any Intellectual Property belonging to the Company without the Company's prior approval in writing.

6. PENALTIES FOR NON-COMPLIANCE (OPERATIONAL/FINANCIAL)

As extra efforts are required to meet our mission of providing quality agricultural input with a satisfactory online shopping experience as well as protect our brand interest, penalties for non-compliance as well as deterrents for any behavior in opposition to the guidelines available in this agreement and hurting the Company's brand. Financial penalties will be deducted from the payout released to the Vendor according to the payment terms option. The following list highlights the most usual offense that would likely be subject to penalties:

- a. Counterfeited products and non-conformity of the products.
- b. Slow fulfillment of orders



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- c. Cancellation of orders and out of stock (without 5 business days' prior notice to the Company)
- d. A high rate of returns of products/refunds/non-satisfactory feedback.
- e. Breach/infringement of any law and regulations applicable to trade by the Vendor

The amounts (in case of financial penalties) or procedures (in case of operational penalties) of those penalties will be discussed by both parties with 3 days notification given before approval.

7. TERM, TERMINATION, AND EFFECTS OF TERMINATION

I. Term

The Term of this Agreement shall commence on the date of execution of the contract. The continued use of our service constitutes an agreement to these terms and revised terms (You will be notified if there is a need for a revision of this agreement)

This Agreement may be terminated by the Company in the event:

- a. The Vendor commits a material breach of any representation, obligations, covenant, warranty, or term of this agreement and the same is not rectified within 30 days after written notice given by the Company.
- b. If a Petition for insolvency is filed against the Vendor.
- c. If the Vendor is in infringement of the third party rights including intellectual property rights.
- d. This Agreement may be terminated by either party giving the other 30 days written notice.

II. Effects of Termination:

In the event of termination/expiry of this Agreement, the Company shall remove the links and shall discontinue display of the products on the online store with immediate effect. The Company shall not be liable for any loss or damages (direct, indirect, or inconsequential) incurred by the Vendor under the termination of this agreement.

- a. Upon this vendor agreement's termination, all unpaid debts up to the point of termination will be due to the Vendor within 30 days.



...making agriculture convenient for everyone

- b. During the period under notice, both the parties shall be bound to perform its obligations incurred under this agreement and this sub-clause shall survive the termination of this agreement.

8. FORCE MAJEURE

Neither Party shall be responsible or liable for any delay or failure to perform its obligations (other than an obligation to make a 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 Governmental authority, delays in obtaining licenses or rejection of applications under the Statutes, failure of telephone connections or power failure, fire or floods.

Kindly refer to Afrimash Vendor Agreement Form AF1a for a copy to sign, attach and mail to the Afrimash Partner Experience via sell@afrimash.com

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 Company seals to be affixed the day and year first hereinabove mentioned.

.....
Company's signature and Date

.....
Vendor's Signature and Date.