

## VU MART – VENDOR AGREEMENT

**Version:** v1.0

**Effective Date:** 1<sup>st</sup> Dec 2025

This Vendor Agreement (“Agreement”) is a legally binding electronic contract between:

### VU MART

Operated by [Your Legal Entity Name], having its registered office at [Company Address],  
India  
(hereinafter referred to as “VU MART”, “Platform”, “Company”, “We”, “Us”)

### AND

### Vendor

Any individual, firm, company, or legal entity registering on the VU MART platform  
(hereinafter referred to as “Vendor”, “You”, “Your”)

Collectively referred to as the “Parties.”

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## 1. PURPOSE OF AGREEMENT

VU MART operates a digital marketplace through its website and mobile applications that enables Vendors to list, market, and sell **physical products, digital goods, and services** to customers.

This Agreement governs the terms under which Vendors may access and use the VU MART platform.

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## 2. VENDOR ELIGIBILITY & ONBOARDING

- 2.1 Vendor confirms legal capacity to enter into this Agreement.
  - 2.2 Vendor must provide accurate KYC, GST (if applicable), PAN, and bank details.
  - 2.3 Vendor is solely responsible for obtaining all required licenses and approvals.
  - 2.4 VU MART reserves the right to approve, reject, suspend, or terminate Vendor access at its discretion.
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## 3. BUSINESS MODELS

### 3.1 Commission-Based Model

- Vendor pays a commission on each successful transaction.

- Commission rates vary by category (see Annexure A).
- Commission is deducted before settlement.

### **3.2 Subscription-Based Model**

- Vendor pays a fixed subscription fee (monthly/quarterly/annual).
- Subscription fees are non-refundable unless expressly stated.
- Subscription plans may include reduced or zero commission.

VU MART may revise pricing with prior notice.

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## **4. PRODUCT, DIGITAL GOODS & SERVICE LISTING**

4.1 Vendor may list:

- Physical products
- Digital goods (software, licenses, files, subscriptions)
- Professional or on-demand services

4.2 Vendor guarantees that:

- Listings are accurate, lawful, and not misleading
- Digital goods/services are deliverable as described
- Products/services do not violate any law or third-party rights

4.3 VU MART may remove any listing that violates policy or law.

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## **5. PROHIBITED PRODUCTS & SERVICES**

Vendor shall not list prohibited or restricted items including those listed in **Annexure B**.

Violation may result in **immediate suspension or termination**.

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## **6. ORDER FULFILLMENT & LOGISTICS**

### **6.1 Vendor-Handled Fulfillment**

Vendor is responsible for packaging, dispatch, delivery, service execution, and digital delivery.

### **6.2 VU MART-Handled Logistics (Optional)**

- Logistics may be provided by VU MART or its partners.
  - Charges shall be deducted from Vendor settlements.
  - Vendor remains responsible for product quality and compliance.
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## **7. PAYMENTS & SETTLEMENTS**

7.1 Customer payments are collected through authorized payment gateways.

7.2 Vendor settlements are processed after deducting:

- Commission or subscription fees
- Logistics charges (if applicable)
- Refunds and penalties
- Applicable taxes

7.3 Settlement cycle: **[T+7 / T+14 / Monthly]**

7.4 VU MART may withhold settlements in case of disputes, fraud, or investigations.

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## **8. RETURNS, REFUNDS & CANCELLATIONS**

8.1 Vendor must comply with VU MART's return and refund policy.

8.2 For digital goods/services:

- Refunds only in case of non-delivery or misrepresentation.

8.3 Refund amounts shall be adjusted from Vendor settlements.

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## **9. TAXES & COMPLIANCE**

9.1 Vendor is solely responsible for:

- GST and tax filings
- Invoicing and statutory compliance

9.2 VU MART acts only as a marketplace facilitator.

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## **10. INTELLECTUAL PROPERTY**

10.1 Vendor retains ownership of its intellectual property.

10.2 Vendor grants VU MART a non-exclusive, royalty-free license to use Vendor content for

platform operations and promotions.

10.3 Vendor confirms that uploaded content does not infringe third-party rights.

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## **11. CONFIDENTIALITY**

Both Parties shall keep confidential all non-public business and technical information obtained under this Agreement.

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## **12. INDEMNITY**

Vendor agrees to indemnify and hold harmless VU MART against:

- Product liability claims
  - IP infringement claims
  - Customer disputes
  - Regulatory penalties
  - Breach of this Agreement
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## **13. LIMITATION OF LIABILITY**

VU MART shall not be liable for:

- Vendor business losses
- Customer dissatisfaction
- Indirect or consequential damages

Maximum liability shall not exceed **fees earned by VU MART from the Vendor in the preceding 3 months.**

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## **14. TERM & TERMINATION**

14.1 This Agreement remains valid until terminated.

14.2 Either Party may terminate with **30 days' notice.**

14.3 Immediate termination may occur for fraud, illegal activity, or policy violations.

14.4 Obligations relating to payments, indemnity, and confidentiality shall survive termination.

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## 15. FORCE MAJEURE

Neither Party shall be liable for delays due to events beyond reasonable control.

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## 16. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the **laws of India**.  
Courts at **[City, State]** shall have exclusive jurisdiction.

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## 17. AMENDMENTS

VU MART may modify this Agreement with prior notice.  
Continued use of the platform constitutes acceptance.

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## ANNEXURE A – COMMISSION & SUBSCRIPTION STRUCTURE

Category	Commission	Subscription (Indicative)
Physical Products	5%	₹1000 / month
Digital Goods	3%	₹1000 / month
Services	5%	₹1000 / month

VU MART Logistics As applicable Additional

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## ANNEXURE B – PROHIBITED PRODUCTS & SERVICES

- Illegal or counterfeit goods
  - Drugs, narcotics, tobacco, alcohol
  - Weapons, firearms, explosives
  - Pornographic or obscene content
  - Pirated software or digital content
  - Hacking tools, malware
  - Financial scams or pyramid schemes
  - Fake certificates or services
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## **18. ELECTRONIC ACCEPTANCE**

This Agreement is **legally binding upon electronic acceptance** by the Vendor through the VU MART platform.

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