#

# SELLER (SeLLER) Agreement

This Agreementis made on the day of 2022.

**BETWEEN**: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**a limited liability Company having its registered place of business at (Suva, Fiji)\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(**hereinafter with its successors, assigns and representatives referred to as **Traidbiz**”)

**AND**: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter with its successors, assigns and representatives referred to as the “**Seller**”).

We want to make this a generic document available online to anyone who wants to become a seller on Traidbiz

Definitions are required

**RECITALS**:

1. **Traidbiz** is an electronic business platform that facilitates e-commerce transactions including but not limited to the buying and selling of products to qualifying Sellers subject to the terms and conditions of this Agreement.
2. The parties hereby enter into this Agreement in consideration of the promises, rights and obligations set forth below.

Traidbiz and the Seller may each be referred to as “Party” or collectively “Parties”.

**IT IS AGREED**:

**1.0 Term**

The term of this Agreement shall begin on the date of execution of this Agreement and continue until terminated earlier as set forth in this Agreement.

**2.0 Services**

2.1 Traidbiz agrees to provide the Seller with a secured Platform to allow the Seller to market and sell its products. In doing so the Seller must agree and adhere to the following at all times.

 **Seller’s Obligations**

1. The Seller must ensure that its use of the e -platform is only for the purpose of giving effect to this Agreement and is in accordance with the terms and conditions stipulated accordingly and as may be from time to time.
2. Unless advised otherwise in writing, all products and particulars in relation to the said product uploads must be approved by Traidbiz before the product is made available for sale. (only the “Unlimited” plan will not require approval and can be published by the Seller directly)
3. The Seller ought to undertake and ensure that the product being sold is following the applicable local legislations in relation to sale of goods and electronic transactions.
4. The Seller agrees and understand that the payment platform will be as set by Traidbiz and the Seller agrees to comply with the terms and conditions of such platform respectively.
5. The Seller acknowledges and undertakes that Traidbiz shall not be liable for any claim for loss, damages, expense or refund from the Seller, the customers or any third party arising directly or indirectly in relation to or due to the payment method(s) opted by the customer(s)in the payment for products.
6. The Seller agrees, understands and undertakes that the right to purchase from the Seller will be available locally and internationally. Hence, the Seller must do all things necessary to facilitate this.
7. The Seller shall at all times be responsible for compliance with all applicable laws and regulations including but not limited to intellectual property rights, consumer protection, fair trading, sale of goods, health and safety, occupational health and safety, taxes etc. and ensure that it maintains the necessary registrations, licenses and approvals for it to conduct business and fulfill the obligations contemplated under this Agreement.
8. In the event of a wrong or faulty product being supplied to the Purchaser, the Seller will be responsible and liable for all cost involved including but not limited to shipping fees, storage cost, replacement cost etc.
9. The Seller is not authorized to charge the Purchaser any additional fees on the Platform apart from what is already stipulated under this Agreement. The price paid by the Purchaser must be an equivalent of the price of the product as advertised on the platform. (Seller is responsible for the price enlisted on the platform at all times)
10. The Seller must have an appointed officer whose name, number and details are to be submitted together with this Agreement who shall be reachable by Traidbiz (and/or by Shipping Partners and customers) to allow Traidbiz to deal with queries, complaints, shipments or any assistance or information required in respect of the product. The Seller is obliged to inform Traidbiz on any change to the representative as soon as practicable. The Seller is also responsible to set up an email account for correspondences by email where necessary between itself and Customers.
11. The Seller must not set a minimum transaction amount in relation to the Purchasers use of any particular payment option.
12. When uploading data or information on the platform, the Seller must ensure that such data or information is it description/image/text/graphics/specifics are not unlawful, illegal, objectionable, obscene, and vulgar, opposed to public policies, prohibited or are in violation of intellectual property rights including of any third party and or applicable laws on the platform. (Seller must not upload anything included in the Restrictions List available on the platform)
13. Traidbiz reserves the right to remove any content from the platform which in its opinion contravenes any terms of this Agreement.
14. The Seller must provide to Traidbiz any information requested about the product or in relation to the product within a reasonable time from the time of receipt of such request.
15. The Seller must not upload any material or make any statement in relation to Traidbiz, neither must it itself or through its servants, assigns or agents make any representations on any medium which may be detrimental to the business/commercial interest and reputation of Traidbiz.
16. During the performance of this Agreement the Seller shall at all times endeavor to protect and promote the interests of Traidbiz and ensure that third parties rights including intellectual property rights are not infringed in any manner whatsoever.
17. The Seller is required to retain details of all transactions and all products in relation to its business with Traidbiz for a period of at least 7 years from the date of the transaction.
18. The Seller shall ensure its compliance with all anti money laundering and combating financing of terrorism rules and regulations. The Seller shall where necessary update Traidbiz and provide information to Traidbiz and its Agents where it has reason to believe that such regulations has been violated.
19. Unless authorized, the products sold by the Seller ought to be “brand-new” and the Seller must be the legal owner of the product and where relevant own the necessary intellectual property rights in relation to the product. The

**3.0 Failure to Perform Obligations**

Where the Seller fails to perform its obligations as mentioned above, Traidbiz reserves the right to take disciplinary action against the Seller respectively. The Seller also agrees to indemnify Traidbiz from any losses, claims or civil suits that may arise as result of the Sellers breach of the above mentioned.

**4.0 Delivery of Seller’s Products**

The Seller is responsible and must ensure that the packaged product(s) are made available and ready for collection by the Shipping Partner at the designated pick-up point as agreed between Seller and Shipping Partner.

Consignment notes for each order must be printed online if available, or filled out manually as required by the Shipping Partner and applied clearly on the product packaging.

Where the seller has opted to do its own shipping, the Seller shall be solely responsible to ensure that Traidbiz shipping policies are adhered to.

The Seller is solely responsible for the end delivery of the Products in an adequate, safe and secure manner. In doing so the Seller is to responsibly package all products in manner that prevents the product from being damaged during the delivery process. Should the particular product require special attendance whilst being delivered the Seller is notified the respective courier service of the same accordingly via a special request?

Whilst using a designated courier service the Seller must ensure that a unique tracking number is provided and submitted on the platform for each product to track progress on delivery until the product has reached is anticipated delivery site.

The Seller is to ensure strict compliance with delivery of items to the designated delivery site as follows;

1. Within Viti Levu -2 Business Days;
2. Within Vanua Levu 2-5 Business Days;
3. Any other island in Fiji – Within 10 business days.

Same Zone Shipping – 2- 3 days

Inter-zone Shipping – 10 to 15 days

International Shipping – 7 to 30 days

**5.0 Sellers Access to the Platform**

The Seller will register on the platform and creates its own password. Once the Sellers has submitted the registration application, then Traidbiz will evaluate and need to approve it prior to the Seller being able to creates its store.

(Staff Accounts on some subscriptions)
Seller is able to create its own Staff login accounts on the Platform. Seller will be solely responsible for ensuring the security of its store and staff account login credentials

The Seller must take strict measures to ensure that its login credentials are not accessible to unauthorized persons.

In the absence of Fraud or negligence on the part of Traidbiz or its Employees or agents, the Seller undertakes to indemnify Traidbiz and its Employees Agents or Servants from any claim which may arise as a result of unauthorized use of any login credential created by the Seller. Such indemnity shall include but is not limited to losses due to discrepancies and or inaccuracies in the content posted by the Seller on the Seller Page or the Seller’s sale proceeds resulting from the negligent safe keeping of the Sellers login credentials.

Whilst uploading details on the platform, the Seller is to strictly adhere to the following;

1. Pictures should be 1000px x 1000px, 1:1 ratio;
2. Product pictures should be sharp and clear;
3. Select appropriate categories;
4. Select appropriate keywords or tags for the product;
5. At least upload 3 pictures per product;
6. Images should be in jpeg format;
7. Description should be clear with the relevant specification;
8. Accurate images for each variation must be provided;
9. Stock availability should be shown and inventory quantity must be used;
10. Dimensions and weight for each packed product is mandatory to calculate the final displayed price which will show to any user on the platform. The dimensions and weight must be accurately measured by the Seller and a slight buffer should also be allowed to determine the final measurement before calculating the final price.
11. After inputting the measurements of the packed product, the Seller will need to click the “Calculate Shipping” button before submitting for review or publishing the product.
If the correct procedure and process for uploading of products and calculating its final displayed price is not followed by the Seller, the Seller will at all times be liable for any errors in relation to the price being displayed and purchase made by a customer at the incorrect price. In this case, any shortfalls or adjustments in the price shall become payable by the Seller.
12. Products maybe revised and/or unpublished by Traidbiz administrators, where applicable.

**Cut and Paste the above highlighted points to Section 7.0**

**6.0 Terms of Sale for the Sellers Products**

The Seller will be the seller on record for the Products. The Seller will have the sole discretion to determine the price, delivery fee (if doing their own delivery), availability, shipping location, terms of sale for the Products, addressing requests for cancellations, refunds, and providing customer service related to its obligations provided however all such actions must be subject to and in compliance with the Traidbiz policies, the terms of this Agreement and applicable laws.

Any exchange, refund or returns procedure(s) relating to a Product sold on the Platform will be governed by the Traidbiz policies unless Seller has listed its own product-specific policy, which then will take precedence over the Traidbiz policies for that particular product. In this case, the Seller must ensure that the Seller's terms and conditions for sale of Product(s), exchange, refund or returns policies, and warranties and guarantee policy are prominently and clearly published in their entirety and accessible on the Seller’s product page on the platform to assist the customers to make informed decisions. The Seller is to ensure that any such policy is compliant with applicable local legislations.

The Seller shall ensure that title to the Product(s) passes to the Purchaser free of encumbrances and all other adverse Interest upon payment in full by the Purchaser to the Seller for the Product.

The Seller shall not at any time supply the Product(s) on the Platform for a price that is the more than the price otherwise advertised by the Seller.

The Seller shall be solely responsible for the quality, quantity; Sellerability, fitness for purpose; guarantees and warranties in respect of the Product(s) supplied for sale through the Platform and shall additionally ensure that they comply with applicable laws in respect of the Products, the storage, packaging and supply of the same.

In the event the Products are not accepted by the Purchaser due to any wrong damaged Products dispatched, then the same shall be replaced by the Seller at no extra cost to the aggrieved Customer or Traidbiz. The Seller shall ensure that it honors all warranties and guarantees In relation to the Products,

The Seller shall be solely responsible for any dispute that may be raised by the Customer relating to the Product(s), verifying correct and complete payments, delivery services provided by the Seller and disbursements claims.

Any Product(s) which has been tampered with/damaged/lost/stolen, etc., after collection by the Seller but prior to or at delivery would solely be the responsibility of the Seller. The Seller in such circumstance will be obliged to compensate the Purchaser adequately for the retail cost of The Products plus delivery fee (If applicable).

The Seller may opt to delivering items on their own in accordance with the criteria covered under this agreement or may opt to use Traidbiz to attend to delivery in which event Traidbiz will advise and confirm to the Seller its cost of delivery for any product before the customer is billed.

**7.0 Required Product Information**

For every product being sold by the Seller, the Seller will upload all information in relation to the said product including but not limited to the name of the Product, product description, icon, image and any other information related to the Product that Traidbiz may require to be uploaded on the Platform as per its required checklist, the price & the predefined shipping rate to the designated areas.

The Seller is responsible for providing accurate required product information and undertakes not to make any false or misleading statements. Traidbiz will review such statements and may instruct the Seller to amend or revoke any such statements if it finds necessary.

The Seller undertakes to dispatch to the Purchaser the product as described on the platform.

Any polices in relation to the Seller is to be clearly listed.

All descriptions pertaining to the product will be signed stamped and emailed to Traidbiz.

For any order that is cancelled the Seller is to email and notify Traidbiz on being informed of the same.

**8.0 Payment to the Seller**

Payment will be made to the Seller after 8 days from which the Purchaser has received the product. Until such time the payment will be held in a designated holding account.

Traidbiz assures the Seller that there will not be any unnecessary or undue delay in payments.

Return, Refund and Replacement polices of the Seller is to be sent to Traidbiz for approval in accordance with the Terms of Sale guideline before the Seller is able to engage in any sort of transaction.

**9.0 Marketing**

The Seller may use material in relation to advertising its association with Traidbiz at its premises or any other form of social media subject to prior approval from Traidbiz on the advertising material.

**10.0 Compensation**

The Seller agrees to compensate Traidbiz in the form of a fee that will be paid to Traidbiz on the sale of each product from the Platform notwithstanding any mode of payment selected by the Purchaser.

The fee to be paid to Traidbiz is to be tax exclusive.

The fee is due only for a sale for which the Seller has received final payment from on and on behalf of a Purchaser.

The payment to Traidbiz is deemed to have been done once the payment is reflected in its account.

The fee to be charged is as follows;

The Seller understands that notwithstanding certain contingencies there may be a change fee structure and where such change takes place the Seller agrees to honor the amended fee structure as and when notified.

**11.0 Subscription and maintenance fee**

In addition to the Compensation mentioned above and in order to maintain its page on the Platform, the Seller will pay Traidbiz a fee in the sum of \_\_\_ plus Vat as a subscription fees this is due and payable on the 20th of each month.

The said fee is subject to review on renewal of the term for the Seller.

Where there is failure to pay the required fee in a timely manner, Traidbiz may suspend its services to the Seller or decide to terminate the same.

The first month subscription is free for every Seller.

**12.0 Right to set of**

Traidbiz will be entitled and the Seller so authorizes it to set of any compensation or fee it is payable against any amount payable by a Purchaser to the Seller.

**13.0 Exclusions**

Access granted to the Seller to electronic payment options are provided without warranties, or representations of any kind and Traidbiz, its , servants and associates are forever indemnified against any claim of any nature whatsoever arising from the Seller’s use of the payment platform but for fraud and negligence of Traidbiz.

Traidbiz shall not in any event be held liable for any loss or injury or damage to the Seller or any other party whomsoever arising on account of any transaction under this Agreement or as a result of the Products being damaged in anyway, defective, in unfit condition, infringing or violating any third party rights. Traidbiz shall not be liable for any delayed partial or total non-performance of the Seller’s obligations to its Purchasers arising directly or indirectly from any event including failure by the Seller to comply with any of its obligation hereunder.

The Seller shall solely be liable for any claims or damages or allegations arising out of the Product supplied to the Purchaser and shall hold Traidbiz it servants and associates harmless and indemnified against such claims and damages.

The Seller where required is liable to maintain to the reasonable satisfaction of Traidbiz an insurance policy that is able to secure its liabilities covered hereunder this agreement that may potentially be activated in the event of a default.

**14.0 Termination**

Either party may terminate this agreement by giving 90 days written notice.

Traidbiz may terminate this agreement immediately by giving writing notice to the Seller if;

1. The Seller commits a serious breach of any term of this Agreement and if the said breach has not been remedied within 14 days of receiving notice of breach;
2. The Seller becomes insolvent/is subjected to bankruptcy proceedings/ dies.

Any termination of this agreement does not affect the rights accrued or liabilities if either party under this Agreement,

15.0 **Confidentiality and Intellectual Property**

“**Confidential Information**” means all information conveyed by one party (Disclosing Party) to another party (Recipient) which is identified by the Disclosing Party as confidential or which, because of the nature of the information or the circumstances of its disclosure, would reasonably be considered to be confidential by the Disclosing Party.

“**Intellectual Property**” means all intellectual property which is owned by Traidbiz or which the Seller is entitled to use, which relates to or is used in connection with the Traidbiz products or the services, including the marks and any patents, trademarks, copyright (including copyright in any material which contains information concerning Subscribers), designs, business names or trade secrets wherever subsisting in the world.

Each Party agrees to keep, and procure its employees, agents, auditors and advisers to keep confidential the terms of this Agreement and any Confidential Information supplied by the other Party, except where disclosure is required by law or the information was in the first mentioned Party’s control before receiving if from the other Party or the information becomes generally known to the public otherwise than by the first mentioned Party’s disclosure of it in breach of this Agreement.

All materials, including without limitation documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the “**Materials**”), which are furnished to the Seller by Traidbiz or which are developed in the process of performing the Services, or embody or relate to the Services, such Information remains the property of Traidbiz and shall be returned by the Seller to Traidbiz promptly at Traidbiz t's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. The Seller is granted no rights in or to such Materials, information, except as necessary to fulfill its obligations under this Agreement. The Seller shall not use or disclose the Materials, Traidbiz Confidential Information to any third party.

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 The Seller hereby represents and warrants to Traidbiz that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or to perform the Sellers’s obligations hereunder and that the Seller will not, by engaging in this agreement, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

**16.0** **Obligations Surviving Termination of this Agreement**

All obligations to preserve the Traidbiz Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

**17.0 Entire Agreement**

This Agreement represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the Parties.

**18.0 Assignment**

This Agreement shall inure to the benefit of and shall be binding upon each Party’s successors and assigns. Neither Party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other Party.

**19.0 Governing Law and Principles of Construction**

This Agreement shall be governed and construed in accordance with the laws of the Republic of Fiji. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

**20.0 Representations and Warranties**

Each Party represents and warrants to the other Party that:-

1. it has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement;
2. the products of the Seller do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other publicity right, privacy right, or proprietary right of any third party;
3. it has taken independent legal advice or has had adequate opportunity to take such independent legal or other advice as to the nature, effect and extent of its obligations arising from this Agreement and where it has not obtained independent advice it has waived its right to obtain independent advice.

**21.0 Force Majeure**

Neither Party is responsible for any failure to comply, or any delay in complying, with this Agreement (except any failure or delay to pay money) if the failure or delay is due to any cause beyond that Party’s reasonable control, a strike, other industrial action, compliance with a government request or a shortage of supply. The Parties have an absolute discretion whether to settle any strike or other industrial action.

**22.0 Indemnity**

The Seller hereby agrees to indemnify, defend, protect and hold Traidbiz harmless from, any claims, losses, costs, fees, liabilities, lawsuits, costs, of every kind (including reasonable legal fees) to Traidbiz, its agents, successors, assigns, employees or representatives for its business damages or injuries suffered by the Traidbiz arising out of the Sellers’ failure with respect to its obligations in this Agreement or due to any act or failure to act by the Seller.

**23.0 Dispute Resolution Procedure**

 Where there is any dispute between the Seller and Traidbiz, the aggrieved party is to send the other party a notice outlining particulars in relation to the dispute.

 The notice is meant to be sent within 5 days of the dispute arising. The receiving party is then to respond within 5 days of receiving the notice. If the dispute still persists, both parties are to engage in a formal meeting by way of its authorized representatives to solve the dispute amicably should the dispute still persist for an excess of 15 days from the date of dispute, either party it at liberty to take legal action.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

**Traidbiz:**

**SIGNED** by the authorized officers of Traidbiz;

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**Seller:**

**SIGNED** by the authorized officers of the

**Seller**

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