

# Say Expert - Seller Agreement

## Service Provider/Vendor Agreement

This E-commerce Service Provider/Vendor Agreement ("Agreement") is made and entered into on \_\_\_\_\_, 2019 between, \_\_\_\_\_, incorporated under the \_\_\_\_\_ having its registered Office/Shop Address \_\_\_\_\_ District –Sikar, State- Rajasthan, through Mr. \_\_\_\_\_ its duly Authorised Representative (hereinafter referred to as "Service Provider/Vendor"), of the First Part;

AND

Say Expert, a Business Entity registered under Rajasthan Shops and Commercial Establishments Act 1958, bearing Business Entity registration number: SCA/2018/23/133311 and having its Registered office at Bhagat Singh Colony, Behind Friends Restaurant, Jaipur Road, Sikar-332001, Rajasthan, India, (hereinafter referred to as 'Say Expert'), represented by \_\_\_\_\_ of the Second Part.

### WHEREAS:

- A. Service Provider/Vendor is engaged in \_\_\_\_\_.
- B. Say Expert Owns Following Online Platforms and have many registered users to whom Say Expert offer various services.
  - 1. URL : <https://www.sayexpert.com> , hereinafter referred to as the "Say Expert Website",
  - 2. Android Mobile Applications (Available on Google Play store).
    - A. "Say Expert" hereinafter referred to as the "User App"
    - B. "Service Provider" hereinafter referred to as the "SP App"
    - C. "Say Expert Delivery" hereinafter referred to as the "Rider App"
- C. Service Provider/Vendor is desirous of setting up an Online Store/ E\_Shop on Say Expert Shopping Website / Apps and has offered to sell its Services/Products through the said Online Store/ E\_Shop, Say Expert has agreed to create the said Online Store/ E\_Shop upon the terms and conditions given on website [www.sayexpert.com](http://www.sayexpert.com).
- D. The above referred Service Provider/Vendor and Say Expert are hereinafter collectively referred to as "Parties" and individually as "Party". Agree to follow the terms and conditions of Seller Agriment provided on website, [www.sayexpert.com](http://www.sayexpert.com)

For **Say Expert**

For \_\_\_\_\_

\_\_\_\_\_  
Name:.....

\_\_\_\_\_  
Name:

Designation: Sr. Manager (BD)

Designation :

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Name :

Name :

Say Expert

Address:

Annexure: FORM A

## Form A

Service Provider/Vendor \_\_\_\_\_ agree to make the following payments to Say Expert:

1. Sign-up and Account activation Fee: Rs.1000 (non-refundable)

A. Profile Creation and Profile Photo Designing.

B. Contact Us Form on User App to Receive Bookings.

C. Manage Bookings on Provider App and Web, received through Contact-us of User App and Account Activation.

2. Webpage on App and Web: Rs. 2000 / 6 month ; Rs. 4000/ 1Yr. (non-refundable)

It includes: -

1. Banner: Three images/ Photos

2. About us: Text as provided by Service Provider/Vendor about itself and an image.

3. Services: Upto 3, Services (Image + Title + Description)

Rs. 100 for each Extra Service listing

4. Testimonial: Upto 3, If provided by Service Provider/Vendor.

Rs. 100 for each Extra Testimonial listing

5. Contact Us: Logo, 2-Mobile Numbers, 2-Email, 1-Website (if any), Social media links of Facebook, LinkedIn, Twitter, Google+, Instagram (Links will be Provided by Service Provider/Vendor).

Logo designing : Rs.500 Extra

6. Address and Location on Map . (Location sent or set by SP)

3. Online Store/ E\_Shop: Rs. 7,000/6 month ; Rs.10,000/1yr (non-refundable)

It includes:

A. Display Products and E-Cart system on App and Web

B. Dynamic controls on Web login, to manage E\_Shop:

1. Product Category (Create/List/Edit)

2. Size Chart (Create/List/Edit)

3. Product (Create/List/Edit)

4. Delivery/Shipping Time Slot (Create/List/Edit)

5. Coupon (Create/List/Edit)

6. Delivery/ Shipping Charge from User, Management.

C. Add Products: Upto 10 Products. (2 Image+Description+Rate@Size)

Rs. 100 per Extra Product

D. Order Manage on App and Web:

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1. Classify Orders as Pending, Accepted, Shipped, Delivered, Rejected, Cancelled and Total
2. Edit/ Add Product and discount to Accepted Order before Shipping.

E. Delivery Assistance on App: On accepting order, direct access to Say Expert's Rider to book by Choosing manually or randomly by system.

4. Annual Maintenance Charges: Rs. 10,000/Year (rates applicable if AMC done before Package expiry)

5. Service Charges @ Orders received through Say Expert: \_\_\_\_\_ % of Order Value.

6. Delivery Charges per Order: Variable As per Delivery day/vehicle/distance/Pattern/Availability.

Present Delivery Charges on the day of agreement are as Follows:

1. Bike : Rs.4/Km (Up+Down) and Minimum Rs. 30/-
2. Auto (Three Wheeler) : Rs.8/Km (Up+Down) and Minimum Rs. 60/-

7. Shipping Charges: Say Expert do not provide Shipping out of City but if the Service Provider/Vendor needs to ship a product through other Shipping agency via Say Expert. Say Expert may Charge the Actual amount paid to the agency plus Delivery Charge plus Rs. 30/order

8. Order Return Penalty: In the event any order is reversed due to any reason: Penalty of twice the Delivery Charges upto Rs 500 (Decided by Say Expert @Grievance).

**Total Cost of the Services:** \_\_\_\_\_

## Payment

**Out of Total Cost of Services as above, Rs. .... Paid in advance** and the final payment Rs. .... will be made within \_\_\_\_\_ days of Creation of Webpage/Online Store/E\_Shop by cheque or internet banking or cash to Say Expert ( QR Code).

## Amendments

This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing (an "Amendment"). The terms of this Agreement will apply to any Amendment the Parties make.

By signing below, the Parties agree to the terms and conditions listed on website and Form A.

For **Say Expert**

For \_\_\_\_\_

\_\_\_\_\_  
Name : .....

\_\_\_\_\_  
Name : .....

Designation : .....

Designation : .....