PRRANIGANGA ONLINE PRIVATE LIMITED

\*\****LIVESTOCK MARKETPLACE AGREEMENT FOR SELLER/VENDOR***\*\*

This Livestock Marketplace Agreement for Seller/ Vendor ("Agreement") is entered into as of 14th Feb, 2024 by and between ***PRRANIGANGA ONLINE PRIVATE LIMITED***, a “Company” registered under the Companies Act, having its corporate office at Unit No. 609/612, 6th floor, DLF Galleria, New Town Kolkata- 700156,West Bengal, India, corporation, with its principal place of business at Unit No. 609/612, 6th floor, DLF Galleria, New Town Kolkata- 700156,West Bengal, India, (herein after referred to as the "Company"), and the undersigned individual or entity (herein referred to as the "Seller/ Vendor").

\*\*1. **Definitions**\*\*

 a\*\* **Company**: Means Prraniganga Online Private Limited

b \*\***Seller**:\*\* Refers to the individual or entity entering into this Agreement with the Company to sell livestock products &/or services on the Livestock Products Marketplace (PrraniGanga.com).

**\*\*Vendor\*\*** - Refers to the individual or entity entering into this Agreement with the Company to sell livestock products/ services to the sellers on the Livestock Products Marketplace.

c.. **Agreement**- Agreement means the contract entering between the parties which is binding either the parties.

d. \*\***Livestock Products Marketplace:**\*\* Refers to the online platform (PrraniGanga.com) operated by the Company for the buying and selling of livestock and allied livestock needs (like feed, medicine, chicks, equipment, technical service, end products,

\*\*2. **Registration and Account**\*\*

a. To become a Seller/Vendor on the Livestock Products Marketplace, the Seller/Vendor must complete the registration process and create an account in the online portal of the company after accepting all registration process and terms conditions.

b. The Seller/Vendor agrees to provide accurate and complete information during the registration process and to keep this information up-to-date.

c. The Seller/Vendor is responsible for maintaining the confidentiality of their account information and for all others activities that occur under their account.

\*\*3. **Listing and Selling**\*\*

a. The Seller/Vendor agrees to accurately represent the livestock allied products listed on the Livestock Products Marketplace, including providing information about the products any other relevant details.

b. The Seller/Vendor is responsible for setting the sale price for their livestock .

c. The Seller/Vendor acknowledges that all sales are final, and they are responsible for delivering the livestock to the buyer in accordance with the terms specified in the listing.

\*\*4. **Service\*\***

Seller hereby undertake to provide proper service guarantee/warranty of their product to the buyer, the Company are not responsible for any kind of product complain, if any complaint arise regarding the product sold through the Livestock Products Marketplace platform the Company will not be responsible for any manufacturing defects, product warranty/guarantee, Seller/Vendor will resolve these issue on their own. If customer reaches to PrraniGanga.com for any relief or escalations, PrraniGanga.com can take appropriate actions as per Return/Refund/related polices and that will be final.

\*\*5. **Fees and Payments**\*\*

a. The Company may apply charge/fees/commission for the use and selling products by using of its Livestock Products Marketplace platform, which will be communicated to the Seller/Vendor time to time or in a single notice (SMS/WHATSAPP MESSAGES/EMAILERS).

b. The Seller/Vendor agrees to pay all applicable fees and charges and associated with their use of the Livestock Marketplace.

\*\*6. Compliance with Laws\*\*

a. The Seller/Vendor agrees to comply with all applicable laws, rules and regulations related to the sale and transportation of livestock.

b. The Seller/Vendor is responsible for obtaining any necessary permits or licenses required for the sale and transportation of livestock.

\*\*7. **Indemnification**\*\*

The Seller/Vendor agrees to indemnify and hold the Company harmless from any claims, damages, or liabilities arising out of the Seller/Vendor use of the Livestock Marketplace, including but not limited to misrepresentations of livestock, failure to deliver livestock, or violation of any laws or regulations.

Seller/Vendor hereby indemnified to provide proper service guarantee/warranty of their product selling through the Livestock platform to the buyer of the product, the Company is only allowing the Seller/Vendor to sale their product using the online platform of the Company, and for that the Company are not responsible for any kind of product complain, warranty, manufacturing defects, expiry of products and any others complaint regarding live stocks product, if any complaint arise regarding the product sold through the Livestock Marketplace platform the Company will not be responsible for any manufacturing defects, product warranty/guarantee, Seller/Vendor will resolve the issue of their own.

\*\*8. **Termination**\*\*

In case of any illegality or violation of terms, conditions, rules, the Company reserves the right to terminate this Agreement and the Seller/Vendor access to the Livestock Marketplace at any time, without showing any cause.

\*\*9. **Governing Law and Arbitration**\*\*

This Agreement shall be governed by and construed in accordance with the laws of India.

Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitral tribunal shall be composed of one arbitrator nominated by the PrraniGanga.com, The place of arbitration shall be at Kolkata and shall be conducted in the English language. The procedural law of the arbitration shall be Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties, and the provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

\*\*9. Miscellaneous\*\*

a. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral.

b. Any amendments to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Livestock Marketplace Seller Agreement as of the Effective Date.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Your Name]

[Your Title]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature]

[Printed Name]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[End of Agreement]