

**THIS FRAMEWORK (MARKETPLACE) AGREEMENT**

is entered into this \_\_\_/\_\_\_/\_\_\_\_\_

**BETWEEN**

(1) \_\_\_\_\_ an individual/ juristic person incorporated pursuant to the laws of **Thailand**, having its identification number/ under registration number\_\_\_\_\_ and having its residential/ registered address at \_\_\_\_\_, hereinafter “**Seller**” (as required documents as Enclosure 1 herewith).

**AND**

(2) **Lazada Ltd.**, a company incorporated pursuant to the laws of Thailand under registration number 0105555040244 and having its registered address Unit 2901, 29<sup>th</sup> floor, Bhiraj Tower, 689 Sukhumvit Road, North Klongton Subdistrict, Vadhana District, Bangkok 10110 Thailand hereinafter “**Lazada**”

(Collectively referred to as “**Parties**” and each referred to as “**Party**”)

**WHEREAS**, Lazada is the platform provider engaging E-Commerce business.

**WHEREAS**, the Seller wishes to engage Lazada with good-faith intention to sell its Goods through the platform provided by Lazada to any customers.

**IT IS HEREBY AGREED AS FOLLOWS:**

Unless otherwise requirement and/or modification to be agreed upon by both Parties in writing, the Parties hereby agree to adhere all and any term and condition as stipulated in both **Appendix A**: Seller Agreement General Term and Condition and **Appendix B**: Special Term and Condition, in good faith as ordinary person does in his ordinary course of business and in compliance with all and any applicable law strictly regarding on good morality and public order.

**IN WITNESS WHEREOF**

The Parties have thoroughly read and understood all term and condition which is in correspondence with both Parties’ intention and shall then executed this Agreement on the day and year above written. This Agreement is made in duplicate and identical to each other, each Party keep one original copy as witness.

**SELLER**

**SIGNED** \_\_\_\_\_

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

Position: \_\_\_\_\_

Company  
Seal

**LAZADA LIMITED**

**SIGNED** \_\_\_\_\_

Name: Mr. Alessandro Piscini

Position: Chief Executive Officer

## **ENCLOSURE 1**

### **Required Supporting Documents (Corporate)**

- A Copy of Identification Card of the Signee
- A Copy of Bank Book
- Company Certificate
- Billing Address
- Shipping Address (a map for 3PL to pick up the items)
- A Copy of a Valid Trading License
- A Copy of Value Added Tax Registration
- Contact number of operational staff \_\_\_\_\_

### **Required Supporting Documents (Individual)**

- A Copy of Household Registration
- A Copy of Identification Card of the Signee
- A Copy of Bank Book
- Billing Address
- Shipping Address (a map for 3PL to pick up the items)
- E-mail
- Contact number of operational staff \_\_\_\_\_

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**APPENDIX A TO THE FRAMEWORK (MARKETPLACE) AGREEMENT**  
**- SELLER AGREEMENT -**  
**GENERAL TERMS AND CONDITIONS**

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**1. Scope**

1.1 These General Terms and Conditions (hereinafter “**Terms**”) apply to the Seller Agreement between Lazada Ltd, a company incorporated pursuant to the Laws of Thailand under registration number 0105555040244 and having its registered address at 29<sup>th</sup> floor Bhiraj tower, 689 Sukumvit Road, North Klongton Subdistrict, Vadhana District, Bangkok 10110, Thailand (hereinafter “**Lazada**”) and a marketplace seller (hereinafter the “**Seller**”) (Lazada and Seller hereinafter individually “**Party**” and collectively “**Parties**”, as the context may require) for the activities provided by Lazada to the Seller of listing and selling products (hereinafter “**Goods**”) on and through any of the following websites: [www.lazada.co.id](http://www.lazada.co.id), [www.lazada.com.my](http://www.lazada.com.my), [www.lazada.com.ph](http://www.lazada.com.ph), [www.lazada.sg](http://www.lazada.sg), [www.lazada.co.th](http://www.lazada.co.th), [www.lazada.vn](http://www.lazada.vn), or any other internet domain property of Lazada (hereinafter the “**Platform**”), collecting, reconciling and executing all Transactions involving the Seller through the Platform as a payment processing agent for the Seller, and other related content production, sales traffic activities (hereinafter “**Sales Traffic Activities**”) and/or Order fulfilment activities or such other activities provided by Lazada to the Seller (hereinafter “**Activities**”), as agreed in writing between Lazada and the Seller.

1.2 These Terms shall prevail over any other terms or conditions, except as otherwise provided in the Seller Agreement.

1.3 Words and expressions defined in the Special Conditions shall have the same meaning in the Terms unless otherwise defined herein.

1.4 The Seller cannot assign, transfer or subcontract all or part of its rights and/or obligations deriving from the Seller Agreement, without the prior written consent of Lazada. Lazada may assign, transfer or subcontract all or part of its rights and/or obligations deriving from the Seller Agreement.

1.5 The Seller will provide Lazada name, telephone and/or email address of a contact person during business hours for communication purpose supporting performance, transaction or any other related activities including any other information required by Lazada, but not limited to, Content Material, Sales Traffic Activities, stock level updating and Price updating and Activities under this Agreement

**PART A. PROVISIONS APPLICABLE TO THE LISTING OF GOODS ON THE PLATFORM**

**2. Information about the Goods, Content Material**

2.1 The Seller will provide the Content Material comprising accurate and complete product information, text, images and any other information related to the Goods for each type of Goods that the Seller makes available to be listed for sale through the Platform or to be subject any other activities provided by Lazada in the format required by Lazada. The Seller will promptly update the Content Material as necessary to ensure it at all times remains accurate and complete.

2.2 The Seller will ensure that Content Material, the offer and subsequent sale of any of the Goods comply with the applicable Law (including all minimum age, marking and labelling requirements, product warranties, specifications, drawings, samples and performance criteria) and do not contain any sexually explicit or sensitive pictures which might create disputes

among society (except to the extent expressly permitted in written by Lazada or as allowed by applicable law), defamatory or obscene materials.

2.3 Lazada at its sole discretion, reserves the right to immediately suspend the listing and sale of Goods on the Platform if any part of the Content Material is incorrect, incomplete or not comply with the applicable Law.

2.4 The Seller shall indemnify and hold Lazada, its subsidiaries and affiliates harmless from and against any and all costs (including attorney fees and court costs on an indemnity basis), expenses, fines, penalties, losses, damages, and liabilities arising out of any claim, demand or action resulting from the inaccurate, incomplete or illegal information or otherwise relating to the Content Material provided by the Seller.

2.5 The Seller hereby undertakes and represents that it already obtained, has obtained or shall obtain all necessary licences, permits or approvals required for the sale of the Goods through the Platform prior to the listing of Goods on the Platform. Lazada reserve the right to immediate cease and desist its existence of the Seller at its sole discretion if the Seller breaches this clause.

2.6 The Seller may not provide any Content Material, or seek to list for sale on the Platform any Goods, or provide any uniform resource locator marks (“**URL Marks**”) for use on the Platform, or request that any URL Marks be used on the Platform, unless the Seller has the right to publish the Content Material and has the right and license to sell such Goods under the applicable Law.

2.7 Content Material must be provided in the language requested by Lazada and, to the extent required by the applicable Law, in English and/or in the language of the country in which the Goods are available to be listed for sale through the Platform.

2.8 The Seller may add text, disclaimers, warnings, notices, labels or other Content Material required by applicable Law and/or advised by Lazada to be displayed, in connection with the offer, merchandising, advertising or sale of the Goods

2.9 The Seller grants Lazada a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of the Content Material provided by the Seller, and to sublicense the foregoing rights to the affiliates and operators of Lazada; provided, however, that Lazada will not alter any of the trademarks from the form provided by the Seller (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with the removal requests of the Seller as to specific uses of such trademarks; provided further, however, that nothing in the Terms will prevent Lazada from using the Content Materials without the consent of the Seller to the extent that such use is permissible without a license from the Seller or the affiliates of the Seller under applicable Law.

2.10Lazada may use mechanisms that rate, or allow Customers to rate or review the Goods of the Seller and/or the performance of the Seller as a seller and Lazada may make these ratings and reviews publicly available.

2.11Notwithstanding any provision of these Terms, Lazada will have the right, in its sole discretion, to determine the Content Material, structure, appearance, design, functionality and all other aspects of the Platform, the selling through the Platform, as well as , if any, Sales Traffic Activities and any other Activities, (including the right to re-design, modify, remove or alter the content, appearance, design, meta-tags, titles, mark-ups, style sheets, scripts, applications, internal and external links and other aspects of, and prevent or restrict access to the Platform and any element, aspect, portion or feature thereof (including any product listings), from time to time).

**3. Sales Traffic Activities**

3.1 Lazada may provide to the Seller dedicated Sales Traffic Activities, including:

- a. **Shop in Shop** (“SIS”) activities, which entail a set of specific design features on the Platform that enhance the visual representation of the Seller by means of a dedicated landing page;
- b. **Search Engine Marketing** (“SEM”) activities, which entail the bidding on relevant keywords related to the Goods and/or the Seller on electronic search engines; and/or
- c. **Social Media activities** (“SMA”), which entail the promotion of the Goods and/or the Seller at Lazada's landing page of social media platforms.

3.2 Lazada reserves the right, in its sole discretion, to decide the scheduling and the relevant share for each one of the specific Sales Traffic Activities, unless otherwise agreed in written form upon by the Parties.

3.3 The Seller will not, whether directly or indirectly and intentionally, knowingly, negligently and wilfully, engage in any fraudulent, impermissible, inappropriate or unlawful activities in connection with the Seller's participation or usage of the Sales Traffic Activities, including but not limited to:

- a. Generating fraudulent, repetitive or otherwise invalid clicks, impressions, queries or other interactions, whether through the use of automated applications or otherwise;
- b. except the Sales Traffic Activities offered by Lazada, collecting any user information, indexing or caching any portion from the Platform, whether through the use of automated applications or otherwise;
- c. targeting communications of any kind on the basis of the intended recipient being a user of the Platform;
- d. interfering with the proper working of the Platform, the Activities or Lazada's systems;
- e. transmitting any viruses, Trojan horses or other harmful code; or
- f. attempting to bypass any mechanism which Lazada uses to detect or prevent such activities.
- g. Purchasing, repurchasing and/or any kind of methods to acquire Goods of its own either through its employees, agents, contractors or affiliates and/or illegal or unauthorized generating the false customer at sign-up or register page, whether to gain benefit, acquire right or receive any privileges from Lazada or good faith customer;
- h. Creating any circumstances which might give an adverse effects against the reputation of Lazada;

3.4 The Sales Traffic Activities shall be considered, in accordance to the present Terms, as one part of the Activities provided by Lazada to the Seller.

3.5 Notwithstanding anything aforementioned, it is a strict obligation for the Seller to report to Lazada for an acknowledgement of any suspicious actions rather than those act in an ordinary course of business of Lazada and to completely avoid, avert or refuse its involvement, connection and/or relation in any suspicious activities whether it is illegal, fraudulent or any other inappropriate or improper transaction which may be arisen against any right of Lazada. Otherwise, it shall be deemed that the Seller intentionally and materially breaches the spirit under the Agreement.

**4. Stock level updating and Listing Price updating**

4.1 The Seller must provide, in the format at any times required by Lazada, accurate, updated and complete and sufficient information regarding availability of status, stock level and Listing Price of each Goods that the Seller makes available to be listed for sale through the Platform.

4.2 Notwithstanding with any other provision in these Terms, the Seller will use its best endeavours to provide, in the format and at any time required by Lazada, the most competitive Listing Price for each Goods to be listed for sale through the Platform

by comparing to the price of the same Goods listed for sale via electronic Platforms and/or retail stores or other market channels.

4.3 The prices provided by Seller on Lazada platform will not exceed those offered to other customers purchasing similar products and services in like or lesser quantities under similar terms and conditions. If Seller offer prices to other customers for like or lesser quantities under similar terms and conditions during the same time period that are lower than those offered on Lazada, then those prices shall become available to Lazada at the relevant time.

## **5. Suspension of Listing of Goods on the Platform**

5.1 Notwithstanding any provision in these Terms, Lazada will have the right, in its sole discretion, to delay or suspend listing of, or to de-list, or to require the Seller not to list, any or all Goods that the Seller makes available to be listed for sale through the Platform or be subject to Sales Traffic Activities, if any, provided by Lazada.

## **PART B. PROVISIONS APPLICABLE TO THE SALES OF GOODS ON THE PLATFORM**

### **6. Access to IT tools**

6.1 Any password provided by Lazada to the Seller may be used only during the period the Seller is permitted to use the Platform, manage the catalogue of Goods listed on the Platform, update information about the Goods (e.g. availability status, stock levels and Prices), electronically accept and fulfil the Orders and review the completed Transactions (as defined in Article 7.1 below).

6.2 The Seller is solely responsible for maintaining the security of its password. The Seller may not disclose its password to any third party (other than third parties authorized by Lazada to use its account in accordance with the Seller Agreement) and is solely responsible for any use of or action taken by those using its password. If its password is compromised, the Seller must immediately change it.

### **7. Customer information and Customer Service**

7.1 Lazada will own all the account information about third party purchasers of Goods through the Platform (hereinafter “**Customer**”), the information about the sale of Goods to Customers through the Platform (hereinafter “**Order**”) and information related to the Transactions including payments, Activity Fees (as defined in Article 14.1 below), disbursements, refunds, Default Fees and adjustments, and Lazada will not be liable to pay any royalties or fees to the Seller in connection with the usage of any such Customer account information.

7.2 The Seller will not confirm Orders, Transactions, deliveries or give any further information about the fulfilment of the Orders to the Customer, including by mail, email, telephone, fax or any other means of communication.

7.3 Lazada will be responsible for, at its sole discretion, dealing with Customers relating to Orders. The responsibility of Lazada and the Seller in relation to packaging, handling, deliveries, returns, warranties and Orders shall be in accordance with the fulfilment models specified in Articles 10 and 11 below and agreed between the Parties under the Seller Agreement.

7.4 Lazada will have the right to determine, at its sole discretion, whether a Customer will receive a refund, adjustment or replacement of the Goods. The Seller shall reimburse Lazada in full for such activities at the Seller’s own expenses.

7.5 The Seller shall utilise Customer Information which is disclosed by Lazada or collected or obtained under this Agreement , solely for purposes under this Agreement. The Seller shall not sell, assign, license, publish, lease or otherwise commercially

exploit any Customer Information or utilize Customer Information in any manner for its own benefits other than the purpose under this Agreement. The Seller shall not carry out any data mining, data compilation or data extraction for the purposes of statistical or trade analysis or otherwise, based on or in connection with the Customer Information. All Customer Information shall not be disclosed to any third party without the prior written consent from Lazada. The Customer Information shall be disclosed within Seller's organisation only on a need-to-know basis.

## **8. Order verification**

8.1 Lazada may in its sole discretion withhold for investigation and/or refuse to process any Order or Transaction. Lazada may use the services of one or more third party processors or financial institutions or such other service providers in connection with the Platform.

8.2 The prices specified in the Order shall not be subject to any variations and, unless otherwise agreed in writing, shall include fulfilment costs (e.g., packaging, storing or delivery costs) according to the model to fulfil the Orders of the Goods (hereinafter "**Fulfilment Model**"), as agreed between the Seller and Lazada, Activity Fees and risks, if any, related to the fulfilment, Activities and payment method of the Order. Lazada reserves the right to reject any particular form of Order or payment for the Goods, and not to honour or accept any discounts, coupons, gift certificates, or other offers or incentives made available by the Seller. Provided, however, that the price specified in the Order shall be honoured by the Seller at full amount even though the price listed for the Goods are mistakenly provided.

8.3 The Seller will solely and fully bear all risks of fraud or loss regardless of whether it is attributable by the Seller or Customer. The Seller will promptly inform Lazada of any changes to the nature or specifications of the Goods or any pattern of fraudulent or other improper activity with respect to any of the Goods that may result in a higher incidence of fraud or other impropriety associated with Transactions involving the Goods.

## **9. Order fulfilment**

9.1 The Seller and Lazada agreed on terms and conditions as specified in the Fulfilment Models:

- a. **Drop-Shipping:** the Seller is responsible for sourcing, storing, selling and packaging all Goods, as well as deliver the Goods to the recipient at the shipping address specified in the Order; Lazada will support by coordinating regarding deliveries of Goods as well as after sales activities including answering customer enquiries and processing returns.
- b. **Fulfilment by a Third Party:** the Seller is responsible for the sourcing and delivery of the Goods to Lazada's appointed location. Lazada will support through a third party of its choice with the coordination of storing, selling, packaging, and invoicing activities in respect of the Goods (provided that the Goods' ownership shall remain in the sole possession of the Seller until the complete execution of the Customer Agreement) as well as the delivery of the Goods to the recipient at the address specified in the Order. Lazada will also support in coordinating after sales activities, including answering customer enquiries and processing the returns.

9.2 The Seller shall be responsible for providing warranty for all Goods, as required by applicable Law and/or Lazada's recommendations.

9.3 The Seller shall be responsible to fulfil all Orders for Goods relating to quantity sold through the Platform and/or as communicated by Lazada. All Orders will be final and may not be cancelled or revoked by the Seller except as otherwise provided for in the Terms.

9.4 The agreement for the supply of Goods as provided under the Order (hereinafter the “**Customer Agreement**”) shall be fulfilled by Lazada after receiving a receipt signed by the Customer. The ownership of the Goods shall remain with the Seller until fulfilment of the Customer Agreement. Lazada shall not be or deemed as a contractual party of the Customer Agreement and shall not be liable to any party in relation thereto.

9.5 The Seller undertakes that it will fully comply with all applicable Laws including, but not limited to consumer protection regulations relating to the sale of the Goods through the Platform under the Customer Agreement.

9.6 Lazada reserves the right, at its sole discretion, to modify, restrict or cancel the usage of any carrier of the Goods.

9.7 Lazada may, at its sole discretion, allow the Seller to ship Goods, at the Seller’s expense (in accordance with the relevant Fulfilment Model) by using discounted shipping rates recommended by Lazada. These shipping rates may be modified from time to time by the carrier. The Seller will not use any information relating to the carrier account of Lazada, number and shipping rates for any purposes other than obligations under this Agreement, nor disclose such information to any third party. The Seller will keep such information secrecy. Title and risk of loss of any Goods shipped by using discounted rates provided by Lazada under this section will remain with the Seller. The shipping rates provided by Lazada will not create any liability or responsibility for Lazada with respect to any delay, damage, loss or cost incurred during shipment. The Seller shall authorize the applicable carrier to provide Lazada with all shipment tracking information.

9.8 The Seller will be responsible for all costs incurred from the shipping as well as the cost of any mis-delivery (meaning any Customer Agreement which cannot be successfully executed because a) the delivery address reported on the Order is not correct; b) the Customer is not reachable after various attempts –the number of delivery attempts will be defined by the carrier on each case by case basis; or c) the Customer refuses and cancels the Order when the Goods is delivered to the address specified on the Order) or return of Goods, including cost of freight and transit insurance. Any costs assessed against or incurred by Lazada in relation to shipping will be deducted from amounts payable to the Seller, or by other methods at Lazada’s option. The Seller shall also be responsible for payment of all customs, duties, and taxes and any other charges related to the shipping and custom clearance of Goods.

9.9 Lazada reserves the right, at its sole discretion, to restrict the destinations to which the Seller may ship Goods which is sold through the Platform.

9.10 If the Seller ships Goods from another country, the Seller will be responsible to complete the import procedures at the Seller’s expenses (including listing itself as the importer/consignee and nominating a customs broker). If Lazada is listed on any import documentation, Lazada reserves the right to refuse the acceptance of the Goods and/or cancel the Order covered by the import documents and any costs assessed against or incurred by Lazada will be deducted from amounts payable to the Seller, or by other method at Lazada’s election.

9.11 The Seller must comply with standard operation procedures, weight and size restrictions, and other shipping requirements of the applicable carriers. If Lazada provides the Seller with the estimated shipping costs prior to shipment, the Seller acknowledged and agreed that actual shipping costs for which Seller will be liable:

- a. may be more than the estimated shipping costs if the carrier determines that such Goods weigh more (including based on the carriers volumetric weight calculation) than as submitted by the Seller; or
- b. may be the full amount of the estimated shipping costs even if the carrier determines the weight to be less than that submitted by the Seller.

9.12 With regard to provisions 10.4 and 11.7 of the Terms and Conditions, the Seller shall, in any case, wrap and pack the original packaging of the Goods, when preparing the Goods for the shipment. In any case, the packaging shall guarantee the integrity of the Goods as well as of the related original packaging.

**10. Provisions applicable to the fulfilment of Orders when using Drop-Shipping as Fulfilment Model**

10.1 In addition to the Terms, except those provisions specified in Appendix B, the provisions in this Article 10 (ten) are applicable to Orders that are fulfilled in accordance with the Drop-Shipping Fulfilment Model.

10.2 Lazada will provide to the Seller information in relation to each Order for Goods made through the Platform.

10.3 The Seller will stop and/or cancel any Orders upon Lazada's direction. If the Customer has already been charged for such Orders, Lazada will execute refunds (and any adjustments) and credit the applicable Customer account. The Seller will reimburse Lazada for credited amounts in full.

10.4 The Seller will be solely responsible for, and bear all risk and liability for, sourcing, storing, selling, packaging and providing warranty for all Goods (all this in accordance with applicable Law), as well as delivering the Goods to the recipient and the shipping address specified in the Order, and the Seller shall be responsible for any non-conformity or defect in, damage to, or theft of or claims regarding the sourcing, storing, selling, packaging, delivery or non-delivery of the Goods, or other issue arising in connection with the fulfilment of the Order, except to the extent caused by:

- a. credit card fraud for which Lazada is responsible, or
- b. failure of Lazada to make available to the Seller information about the Order.

10.5 If required by Law, the Seller shall be responsible to take out appropriate insurance covering the events mentioned above, as well as any other obligation under this Agreement.

10.6 The Seller shall use its best endeavours to fulfil as defined in section 10.6.1 and 10.6.2. Seller within 24 hours from the receipt of an order

10.6.1 Pick up: the Seller has to get the Goods ready to pick up within 24 hours commencing from the order date shown in the seller centre.

10.6.2 Drop Off: the Seller has to drop the Goods at the specified place issued by Lazada within 24 hours commencing from the order date shown in the seller centre.

10.7 Notwithstanding any provision of these Terms, Lazada reserves the right, in its sole discretion, to modify the deadline and to cancel an Order if the Seller fails to comply with the deadline.

**11. Provisions applicable to the fulfilment of Orders when using Fulfilment by a Third Party**

11.1 In addition to the Terms [except those provisions specified in Article 10 (ten)] the provisions in this Article 11 (eleven) are applicable to Orders that are fulfilled with the Fulfilment by a Third Party Model where Seller is subject to execute in separated definitive agreement with third party.

11.2 Lazada will provide to the Seller information in relation to each Order for Goods made through the Platform.

11.3 Lazada may, at its sole discretion, stop any Orders. Moreover, the Seller will stop and/or cancel any Orders upon Lazada's direction. If the Customer has already been charged for such Orders, Lazada will execute refunds to the Customer (and any adjustments) and credit the applicable Customer account. The Seller will reimburse Lazada for all credited amounts in full.

11.4 The Seller will be solely responsible for, and bear all risk and liability for, sourcing, delivering the Goods to Lazada's appointed location as well as providing warranty for the Goods. As such, the Seller is responsible for any non-conformity or defects in, damage to, or theft of or claims regarding the sourcing and delivery of the Goods to Lazada's appointed location, except to the extent caused by:

- a. A credit card fraud for which Lazada is responsible, or
- b. A failure of Lazada to make available to the Seller information about the Order.

11.5 If required by Law, the Seller shall be responsible to take out appropriate insurance covering the events mentioned above, as well as any other obligation under this Agreement.

11.6 The shipping of Goods to Lazada's appointed location shall be made ex works of Lazada (Incoterm DDP), unless different delivery conditions are set out in the Seller Agreement.

11.7 The Goods shall be delivered to Lazada's appointed location in the agreed packaging and, in any case, in a packaging guaranteeing the integrity of the delivered Goods. If Goods are required to be shipped on pallets, they shall be either 80x120cm (eighty by one-hundred-twenty centimetres) or 100x120cm (one-hundred by one-hundred-twenty centimetres) and have a maximum overall weight of 450kg (four-hundred-fifty kilograms), unless different conditions are set out in the Seller (Framework) Agreement. The Seller shall be liable for any damage to the Goods due to faulty or improper packaging.

11.8 In the case of any faulty, improperly packaged or labelled Goods, Lazada may, at its sole discretion organize the return of the Goods to the Seller at expense of the Seller, or the re-packaging or re-labelling of the Goods at the expense of the Seller.

11.9 In the event the Seller fails to comply with the packaging or labelling standards, which may be requested by Lazada, Lazada reserves the right to refuse to accept any shipment or unsuitable Goods subject to notify the Seller in writing of such refusal within 10 (ten) days of receipt of the Goods. Lazada may organize the return at the expense of the Seller or dispose of any unsuitable Goods in the following cases:

- a. Immediately if Lazada determines, at its sole discretion, that the Goods create a safety, health or liability risk to Lazada, its personnel or any third party and to customer;
- b. If the Goods do not correspond (in quantity, quality or required specifications) to the Order;
- c. If the Seller fails to direct Lazada to return or dispose of any unsuitable Goods within 30 (thirty) days of the date on which Lazada gives notice of refusal in accordance with this Article 11.9;
- d. To fail to fulfil packaging requirements by Seller as provided by Lazada, it shall be deemed that the Seller has waived all the right to request and to claim for the damages incurred during the transportation. Provided however, that the carrier, regardless of whose carrier it is, may refuse to accept the Order and if any costs incurred, it shall be borne to the Seller in full.

11.10 In case of delivery made before the date indicated in the Order, Lazada shall be entitled to either accept the Goods or organize their return to the Seller at the expense of the Seller.

11.11 The Goods shall always be attached with Delivery Note containing the following information: name of the Seller, number of the Order, quantity, description of the Goods (including, but not limited to a List of codes for inbound Goods, list of barcodes for inbound Goods, description of the Goods, warranty status per each of the Goods), gross and net weight, place of delivery and addressee of the Goods, reason for transport, as well as the information expressly required by applicable Law, and other necessary documentation (including tax invoice).

11.12 Lazada's confirmed receipt of delivery does not:

- a. Indicate or imply that any Goods have been delivered free of loss or damage; or

- b. Indicate or imply that Lazada actually received the number of units of Goods specified by the Seller for such shipment; or
- c. Waive, limit or reduce any of Lazada's rights under these Terms.

11.13 As a part of Lazada's Activities and unless otherwise prohibited under Law, Lazada will, through a third party of its choice, support with the coordination of storage activities once it confirms the receipt of delivery, and it will keep electronic records that track inventory of Goods by identifying the number of Goods stored in Lazada's appointed location. Lazada will not be required to physically mark or segregate items from other inventory Goods owned by the Seller in Lazada's appointed location. If Lazada elects to commingle Goods with other products at the property of Lazada or of any third parties, both Parties agreed that, to identify the items which shall be regarded as Goods, the records of Lazada will be sufficient for identification. If there is any loss or damage to any Goods while they are being stored, Lazada will pay the Seller the replacement value of the Goods and the Seller will, at Lazada's request, provide Lazada with a valid tax invoice for the replacement value paid to the Seller. Payment of the replacement value represents Lazada's total liability for any duties or obligations that Lazada or its agents or representatives may have for warehousing the Goods, and the only right of the Seller or remedy that the Seller may have as a warehouseman. At all other times, the Seller will be solely responsible for any loss of, or damage to, any Goods.

11.14 During storage, Lazada will coordinate to provide the insurance coverage for the Goods for damage, loss or theft covering the full value of the Goods, i.e. the cost of sourcing Goods as described in the Delivery Note at the time at which such Goods are declared by Lazada to be stolen, lost or damaged.

11.15 Lazada reserves the right to stipulate, and change from time to time, scheduling restrictions and volume limitations on the delivery and storage of Lazada's inventory in Lazada's appointed location, and the Seller must comply with such restrictions or limitations.

11.16 As part of Lazada's Activities and unless otherwise prohibited under Law, Lazada will, through a third party of its choice, support with the coordination of the shipment of the Goods received at Lazada's appointed location, by the carrier, to the recipient and the shipping address specified in the Order. Lazada may also coordinate, in its sole discretion and through a third party of its choice, further packaging or packaging modification activities of the Goods, in order to secure the integrity of the Goods during the delivery to the Customer. Lazada may facilitate the shipping of Goods together with products the property of Lazada or of third parties, including any of Lazada's affiliates.

11.17 The insurance company where Lazada coordinate to insure shall be responsible for any damages arising out of robber or claim regarding delivery of Goods from Lazada's appointed location to the address specified in the Order, except in relation to any damages caused directly or indirectly by the action or default of the Seller and/or its employees, agents or contractors.

11.18 Lazada shall proceed invoices or receipts and/or Delivery Notes on behalf of the Seller in accordance with applicable Law, and shall include this documentation in the package. At the end of each month, Seller may request a copy of all documentation related to the invoicing and/or shipping of the Order issued by Lazada and by the third party logistics provider.

11.19 In the event that there is wrong delivery, loss, or damages to the delivered Goods, , it shall be solely Lazada's discretion to identify the causes of such wrong delivery, loss or damages whether it is directly or indirectly caused by the act or default of the Seller or any of the Seller's employees, agents or contractors, Lazada will:

- a. Ship replacement Goods to the Customer and pay to the Seller the replacement value for the replaced Goods, or

b. Proceed a refund to the Customer and pay the Seller the replacement value of the Goods.

11.20 Any sellable Goods that are properly returned will be placed back into the inventory of the Goods of the Seller. Lazada may fulfil Orders for the Goods with any returned Goods. The Seller will take title of all Goods that are returned by Customers. Lazada reserves the right to examine and determine at its own discretion if Goods are suitable for selling.

11.21 If Lazada provides replacement of Goods or a refund to a Customer, Customer shall return the original Goods to Lazada's appointed location. Lazada will be entitled to dispose of the Goods, or, if Goods are saleable, Lazada may, at its option, place such Goods back in the inventory of the Seller. If the Goods will be put in the inventory, the Seller will reimburse Lazada for the replacement value of the returned Goods. Any replacement of Goods shipped on behalf of Lazada under these Terms will be treated in the same manner as, an Order and sale of such Goods from the Seller to the Customer via the Platform under these Terms.

11.22 The Seller may, at any time, request that Goods be returned to the Seller. Lazada may return Goods to the Seller, for any reason, including upon termination of the Seller Agreement. The Seller shall be responsible for the pick-up of such returned Goods from Lazada's appointed location within 15 (fifteen) working days after written notification to Lazada. The returned Goods will be sent to the designated shipping address of the Seller in the same country where the Goods were shipped on behalf of Lazada. If Lazada has a non-updated, incorrect or international address for the Seller, or if Lazada cannot make arrangements for the Seller to pay for the return shipment, the Goods will be deemed abandoned and Lazada may elect to dispose of the Goods as provided herein in any manner it deems fit.

11.23 The Seller may, at any time, request that Lazada to disposes of Goods. Lazada may dispose of Goods in any manner Lazada deems as appropriate. Title of disposed Goods will be transferred to Lazada at no cost born by Lazada, and Lazada will retain all proceeds, if any, received from the disposal of any Goods.

11.24 The Seller shall comply with given instructions by Lazada in relation to any potential suspension of the work in Lazada's appointed location.

## **12. Faults, defects and non compliance of Goods**

12.1 The Seller warrants that the delivered Goods (delivered to the Customer or to Lazada's appointed location, as indicated by Lazada) will comply with the specifications listed on the Platform and with applicable Law (that the Goods strictly conform to any and all product warranties, specifications, drawings, samples, performance criteria and all applicable quality, safety and hygiene requirements) and will be free from faults and defects. Lazada reserves the right to conduct, at any time, directly or through a third party of its choice, a quantity and quality check and it is required to notify any fault, defect or non-compliance to the Seller by any written notice within 30 (thirty) days from date discovery of the fault, defect or non-compliance.

12.2 In the event of any fault, defect or non-compliance with the applicable Law and/or specifications listed on the Platform in relation to Goods delivered to the Customer or to Lazada's appointed location, Lazada shall request the Seller to remove the Goods, and all costs and expenses associated with such removal will be borne by the Seller. Alternatively, Lazada may request the Seller to collect the Goods affected by defection, faults or non compliance and substitutes Goods. All cost and expenses associated with such collection and substitution will be borne by the Seller.

12.3 In any case, Lazada reserves the right to request the compensation of any damage suffered as a consequence of faults, defects and non compliances.

12.4 The Seller shall indemnify and keep indemnified Lazada from any cost, loss, expense or damage deriving from any third party claims, legal actions or proceedings brought against Lazada and deriving from or in connection with the sale and use of the defective and/or non-compliant Goods.

**13. Returns and mis-deliveries**

13.1 The Seller will have to accept mis-deliveries.

13.2 The Seller will have to accept the return of Goods with the obligation followed by Lazada return policy which is defined in the following link: <http://www.lazada.co.th/return-policy>.

13.3 If the Customer has already been charged for the Order, Lazada will execute refunds to the Customer. Lazada will route all refunds (and any adjustments) and credit the applicable Customer account. The Seller will reimburse Lazada for all amounts so credited. Lazada reserves the right to modify or discontinue the mechanism for processing returns and adjustments at any time without notice.

13.4 Except for any Orders that are fulfilled using Fulfilment by Lazada, Lazada has no obligation to accept any returns of Goods at Lazada's appointed location. Lazada however may at its sole discretion request that the Goods be returned to Lazada's appointed location for further quality inspection. If Lazada, directly or through a third party of its choice, decide during the quality inspection that the returned Goods is faulty or damaged, the Goods shall not be offered to other Customers. If this fault or damage has been caused by the Customer, the Seller will not be responsible to accept the returned Goods except any other specified in applicable law.

13.5 Subject always to Seller's own account, Lazada will organize the delivery of returned Goods received at Lazada's appointed location being shipped to the address indicated by the Seller. The address must be in the country in which the Goods are listed for Sale on the Platform. Seller must provide Lazada required document including but not limited to Shipping Label/Shipping Manifest signed by both parties (seller and 3PL) and Amendment for accepting products in bad condition signed by both parties (seller and 3PL). Lazada will use its reasonable endeavours to manage the shipment of the returned Goods being delivered to the address indicated by the Seller within 30 (thirty) days after being notified from the Customer regarding returned Goods. The Seller is responsible for any non-conformity or defect in, or any public or private recall of, any of the Goods. The Seller will promptly notify Lazada of any such non-conformity, defect, or public or private recall or the threat thereof and cooperate and assist Lazada in connection with any recalls, including by initiating the procedures for returning Goods to the Seller under the standard processes of Lazada within 15 days. The Seller will be responsible for all costs and expenses the Seller, Lazada or any of Lazada's affiliates incur in connection with any recall or threatened recall of any of the Goods (including the costs to return, store, repair, liquidate or deliver to the Seller or any vendor any of these products).

13.6 Unless otherwise agreed in writing by the Parties, Lazada will collect, reconcile and credit to the Seller the Selling Fee related to any returned or mis-delivered Order.

13.7 The Seller agrees and adheres to oblige on the structure for calculation as set out in **Appendix B, Schedule D**.

#### **14. Activity Fee**

14.1 Lazada will invoice the Seller a fee net of VAT and all other taxes and fees applicable by Law (hereinafter “**Activity Fee**”) for the Activities provided by Lazada to the Seller (such as the listing of Goods on the Platform, content production, Sales Traffic or Order fulfilment Activities), in accordance with applicable Law, according to the Prices indicated in the Special Conditions, which shall not be subject to any variation unless otherwise agreed in writing by the Parties. For an avoidance of doubt, this Activity Fee shall include i) Commission Fee, ii) Payment Fee, iii) Shipping/Logistic Fee and iv) Minimum Order Fee as detail set out in Appendix B.trtr

14.2 The invoices shall include the following data: number and date of the Order, Supplied Activities and detailed Activity Fees.

14.3 Unless otherwise agreed in writing, settlement of the invoices shall be effected by setting off against funds received by Lazada from Customers in respect of the Transactions.

#### **15. Payments**

15.1 Lazada will collect all payments from the Customer (including all cash on delivery payments) as payment processing agent for the Seller and will remit such funds to the Seller in accordance with the Terms. As a payment processing agent, Lazada shall take no responsibility with respect to the legality of the payment transactions between the Customer and the Seller relating to the Orders made through the Platform. The Seller undertakes that all payment transactions are in compliance with the applicable Law (including anti-money laundering regulations). If expressly approval in written by Lazada, a logistics-service provider or carrier may also collect payments from the Customer (including cash on delivery payments).

15.2 Lazada will reconcile and pay to the Seller all payments, Activity Fees, disbursements, refunds, Default Fees and adjustments (“**Payments**”) in accordance with the Terms. Unless otherwise agreed in writing, Payments shall be made and any applicable fees shall be collected on a weekly basis within 5 (five) following working days, in accordance with the agreed payment-mechanism. Provided that cost of logistic shall be passed to the Seller on either weekly basis or monthly in accordance with the Contract made between Lazada and Third Party Logistic. The over/under charge from the actual number, as well as the miscalculated Payment, shall be adjusted in the latter receipt/tax invoices or related documents.

15.3 If Lazada concludes that the actions and/or performance of the Seller, in connection with the Seller Agreement, the Customer Agreement and the Terms may result in Customer disputes, fraud, suspicious, chargebacks or other claims, then Lazada may, in its sole discretion, withhold any Payments or Freezing account for the shorter of:

- a. A period of 90 (ninety) days following the initial date of suspension;
- b. Completion of any investigation(s) regarding the actions of the Seller and/or performance in connection with the Seller Agreement, Customer Agreement and the present Terms.

15.4 In case of breach of contract by the Seller, Lazada shall, without limitation, have the right to delay or suspend Payments. Any Payment made by Lazada shall not in any way be considered as a waiver of its rights under the Terms or the provisions set out in the Order.

15.5 Lazada reserves the right to impose Order value and/or Transaction limits (either a minimum limit or a maximum limit) on some or all Customers or the Seller relating to the value of any Transaction, the cumulative value of all Transactions during a period of time, or the number of Transactions per day or other period of time. Lazada will not be liable to the Seller:

- a. If Lazada does not proceed with an Order or Transaction that would exceed any limit established by Lazada, or

- b. If Lazada permits a Customer to withdraw from a Transaction because the Platform or the Goods are unavailable following the commencement of a Transaction.

The Seller shall be responsible for all relevant taxes, duties, fees and other charges arising out of or associated with the Payments, and the Seller undertakes to Lazada that it shall pay all such taxes, duties, fees and other charges on time. To the extent required by the applicable Law, Lazada shall be entitled to withhold any and all taxes in connection with the Payments. In the event that Lazada is held liable for any taxes in connection with the Payments, the Seller shall indemnify Lazada for such tax liability irrespective of when such tax liability is assessed.

## **16. Default Fee**

16.1 If the Seller cancels or rejects the fulfilment of an Order, or does not comply with Articles 10.6 or any other provision of the Terms, which leads to the cancellation of the Order (either by the Seller or by Lazada), and any additional fee specified in the Special Conditions, corresponding to the Activity provided and to be provided by Lazada to the Seller, according to the Order (hereinafter “**Default Fee**”).

16.2 Lazada will invoice to the Seller the Default Fees, if any, net of VAT and all other taxes and fees applicable by Law. The invoices shall be sent to the Seller and shall include the following data: number and date of the Order, Object and detailed Activity Fees.

16.3 Unless otherwise agreed in writing, the payment in respect of Default Fees shall be effected by setting off against funds received by Lazada from Customers in respect of the Transactions.

## **17. Organization and independence of the Seller**

17.1 Lazada shall not be deemed as a contractual party of any transactions between Customers and the Seller, and the Seller hereby releases Lazada (and its affiliates, agents and employees) from Claims (as defined in Article 17.4 below), demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such transactions.

17.2 The Seller and Lazada are independent contractors, and nothing in the Seller Agreement will create any partnership, joint venture, agency, franchise or sales representative relationship between the Parties. The Parties mutually acknowledge that the Seller Agreement shall not cause the establishment of any direct relationship of employment between Lazada and persons who provide activities to the Seller. The Seller will have no authority to make or accept any offers or representations on behalf of Lazada.

17.3 The Seller shall not subcontract any of its rights or obligations under this Agreement without the prior written consent of Lazada.

17.4 The Seller releases Lazada and agrees to indemnify, defend and hold harmless Lazada (and officers, directors, employees and agents) against any claim, loss, damage, settlement, cost, expense, civil fine, penalty or other liability (including, without limitation, attorney’s fees) (each, a “**Claim**”) arising from or related to:

- a. The actual or alleged breach or failure to comply by the Seller and/or its employees, agents or contractors of any obligations in the Seller Agreement or the Customer Agreement;
- b. Any sales channels of the Goods owned or operated by the Seller (including the offer, sale, fulfilment, refund, return or adjustments thereof), the Content Material of the Seller, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death or property damage related thereto;

- c. The taxes of the Seller; or
- d. One or more Operator taking legal action against Lazada arising out of or connected with the Seller Agreement.

17.5 Notwithstanding any other provision in this Agreement to the contrary, nothing contained herein shall oblige Lazada or Seller to engage in any action or omission to act which would be prohibited by or penalized under the laws or regulations of Thailand or any other country.

17.6 If at any time Lazada reasonably determines that any indemnified Claim might adversely affect Lazada, Lazada may take control of the defence at the expense of the Seller. The Seller may not consent to the entry of any judgment or enter into any settlement of a Claim without the prior consent by Lazada in writing, which consent may not be unreasonably withheld.

17.7 These Terms will not create an exclusive relationship between Lazada and the Seller. Nothing expressed or implied in these Terms is intended or shall be construed as giving any person other than the Parties hereto any legal right, remedy, or Claim under or in respect of these Terms. These Terms and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of Lazada and the Seller.

17.8 As between the Seller and Lazada, the Seller will be solely responsible for all obligations associated with the use of any third party service or feature that the Seller permits Lazada to use on its behalf, including compliance with any applicable terms of use.

17.9 Lazada reserves the right to delegate or sub-contract the performance of any of its functions in connection with the performance of its obligations under the Seller Agreement and reserves the right to use any service providers, subcontractors and/or agents on such terms as Lazada deems appropriate.

## **18. Termination and Withdrawal**

18.1 Lazada has the right to unilaterally and immediately terminate the Seller Agreement and the Terms upon the occurrence of any of the following events:

- a. the Seller being in breach of any obligation or warranty under the Seller Agreement and failing to remedy the same within seven (7) days from receipt of a written notice from Lazada of such breach;
- b. the Seller passing a resolution for its winding up or a court of competent jurisdiction making an order for the Seller's winding up or dissolution;
- c. the making of an administration order in relation to the Seller or the appointment of a receiver over or an encumbrance taking possession of or selling any of the Seller's assets;
- d. the Seller making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors;
- e. the Seller ceasing or threatening to cease to carry on business;
- f. Notwithstanding the foregoing, Lazada will have the right to unilaterally terminate the Seller Agreement and the Terms without cause, at Lazada's sole discretion, within 14 (fourteen) days from the date on which Lazada gives written notice of such termination.

18.2 The Seller has the right to unilaterally terminate the Seller Agreement within 14 (fourteen) days after the occurrence of any of the following events:

- a. Lazada delaying payment for more than 30 (thirty) days without valid reason according to the Terms;
- b. Lazada delaying returns for more than 60 (sixty) days without valid reason according to the Terms;
- c. the making of an administration order in relation to Lazada or the appointment of a receiver over Lazada's assets;

- d. Lazada making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors;
- e. Lazada ceasing or threatening to cease to carry on business;
- f. Notwithstanding the foregoing, the Seller will have the right to unilaterally terminate the Seller Agreement and the Terms without cause, at Seller's sole discretion, within 14 (fourteen) days from the date on which the Seller gives written notice of such termination.

18.3 Before termination of the Seller Agreement, the Seller shall inform Lazada of all concluded agreements entered into with Customers, which have to be performed. For the avoidance of doubt, the Seller shall remain responsible for the fulfilment of the pending Orders according to the specific fulfilment model agreed with Lazada. If the Seller fails to do so, Lazada may cancel the Orders and may impose the Activity Fee applicable to that Orders plus a Penalty on the Seller in accordance with Article 16.1, which be deducted from any Payments to be paid by Lazada to the Seller.

## **19. Industrial and intellectual property rights**

19.1 The Seller represents and warrants to Lazada that it is the owner or has lawful rights with respect to patents, copyrights, trade secrets, trademarks, trade names, or other intellectual property rights relating to the Goods and the Content Material and it is not aware of any claims made by any third party with regard to any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action resulting from the Content Material, advertising, publishing, promotion, manufacture, sale, distribution or use of the Goods and by this representation to not infringe on the above mentioned rights directly or indirectly.

19.2 The Seller agrees to release, defend, protect, indemnify and hold Lazada and its affiliates harmless from and against any and 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 claim, demand or action resulting from the Content Material, advertising, publishing, promotion, manufacture, sale, distribution or use of the Goods.

19.3 The Seller shall not be entitled to use any intellectual property belonging to Lazada without Lazada's prior approval in writing.

## **20. Confidentiality**

20.1 For purposes of the Terms, "**Confidential Information**" means any data or information that is proprietary to Lazada, its affiliates, subsidiaries or affiliated companies, and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- a. any marketing strategies, plans, financial information, or projections, operations, sales estimates and business plans relating to the past, present or future business activities of such Party;
- b. any past or present performance results, including orders and volumes;
- c. any plans and strategies for expansion;
- d. any products or activities, and customer or supplier lists;
- e. any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

- f. any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- g. any other information that should reasonably be recognized as confidential information of the disclosing party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

20.2 The Seller shall not disclose Confidential Information, except with the prior written consent of Lazada. The Seller may only use the Confidential Information for the purpose of performing the Seller Agreement, and not for any other purposes. Notwithstanding the foregoing, the Seller may disclose Confidential Information for any of the following reasons:

- a. to comply with the mandatory provisions of applicable Law or the rules of any recognised jurisdiction;
- b. the information is properly disclosed to the professional advisers, auditors or bankers of the Seller, provided that the recipient first agrees not to disclose the information;
- c. the information is in the public domain, other than through a breach of this clause;
- d. for the purposes of any arbitration or legal proceedings arising from the Seller Agreement; and
- e. to any governmental authority at their request.

20.3 The rights and obligations of the Seller under this article 20 shall survive termination of Seller Agreement.

20.4 Return of Confidential Information:

- a. The Seller shall return and redeliver to Lazada all tangible material embodying the Confidential Information provided hereunder and all minutes, notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials (hereinafter “Notes”) (and all copies of any of the foregoing, including copies that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture, (hereinafter “Copies”)) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:
  - (i) the termination of the Seller Agreement);
  - (ii) at such time as Lazada may so request.

The return of such documents must be performed within 24 hours after the occurrence of the events referred to above.

- b. However, the Seller may retain such of Lazada’s documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Seller, with the written consent of Lazada may (or in the case of Notes, at the Seller’s option) immediately destroy any of the foregoing embodying Confidential Information (or the non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by officer of the Seller supervising the destruction.

20.5 No warranties are made by either Party under these Terms. The Seller understands that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by Lazada.

## **21. Force Majeure**

21.1 Lazada shall not be liable to Seller or be deemed to be in breach of the Seller Agreement by reason of any delay in performing or any failure to perform any of Lazada’s obligations if the delay or failure was due to any event or cause beyond Lazada’s reasonable control (each an event of “Force Majeure”). Without prejudice to the generality of the foregoing, the following shall be regarded as events of Force Majeure:

- a. Act of God, explosion, flood, tempest, fire or accident;

- b. War or threat of war, sabotage, insurrection, civil disturbance or requisition, act of terrorism or civil unrest;
- c. Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- d. Import or export regulations or embargoes;
- e. Interruption of traffic, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Lazada or of a third party);
- f. Health epidemics declared by the World Health Organization;
- g. Interruption of production or operation, difficulties in obtaining raw materials labour, fuel parts or machinery; and,
- h. Power failure or breakdown in machinery.

21.2 Upon the occurrence of any of the events set out in Article 21.1, Lazada may, at its option, fully or partially suspend delivery/performance of its obligations hereunder while such event or circumstance continues. If any of the events set out in Article 21.1 shall continue for a period exceeding one month, Lazada may forthwith terminate the Seller Agreement upon giving notice in writing to the Seller.

## **22. Miscellaneous**

22.1 **Compliance with Law:** In its performance under this Agreement or any Customer Contract, Seller shall strictly comply with all applicable laws, treaties, ordinances, codes and regulations, and specifically with any personal data protection, import and export, and health, safety and environmental, laws, ordinances, codes and regulations of any jurisdiction (whether international, country, region, state, province, city, or local) where this Agreement may be performed. Upon Lazada's written request, Seller shall provide any written certification of compliance required by any federal, state, or local law, ordinance, code, or regulation. For avoidance of doubt, Seller shall only use and/or disclose personal data received from Lazada solely for the purpose of performing its obligations under this Agreement or any Customer Contract and in accordance with the requirements under the applicable personal data protection laws and regulations and in manner that ensures Lazada remains in compliance with the requirement under the applicable personal data protection laws and regulations.

22.2 The actual or future invalidity or ineffectiveness of one or more provisions in these Terms shall not affect the validity or effectiveness of the whole document.

22.3 The failure of a Party to exercise its rights in case of breach of contract by the other Party shall not be considered as a waiver of its rights under the Terms or under the applicable Law.

22.4 The Seller shall not be liable for the delayed or total or partial non-fulfilment of its obligations under the Seller Agreement if such delay or non-fulfilment is due to an event of Force Majeure. In case the event of Force Majeure prevents the Seller from performing its obligations for more than 5 (five) consecutive days, Lazada shall be entitled to terminate the Seller Agreement.

22.5 The singular of terms used in these Terms includes the plural and vice versa, unless the context otherwise requires.

22.6 Any reference to national, provincial, local or foreign rules or provisions are meant to also include all provisions and regulations issued pursuant to such provisions, unless the context otherwise requires.

22.7 These Terms may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

22.8 The terms and conditions of Articles 17.4, 17.5, 17.6, 18.3, 19 and 20 shall survive the termination for any reason whatsoever of the Seller Agreement.

**23. Applicable Law and competent court**

23.1 These Terms are governed by the Laws of Thailand.

23.2 Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be exclusively settled by arbitration in accordance with the Rules for Arbitration of the Arbitration of Thai Chamber of Commerce (“ATCC”). The arbitral tribunal shall consist of a sole arbitrator, to be appointed by the Chairman of the ATCC. The place of arbitration shall be Bangkok. Any award by the arbitration tribunal shall be final and binding upon the parties.

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**APPENDIX B TO THE FRAMEWORK AGREEMENT  
SPECIAL TERMS AND CONDITIONS**

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**SCHEDULE A**

**COMMISSION FEE**

The Commission Fees applied by Lazada can be found here <https://lazadathpsc.zendesk.com/hc/en-us/articles/115001369268-Commission-Fee-on-Lazada> . Lazada reserves the right to revise and amend the conditions applied to the Commission Fees at Lazada's sole discretion. Any changes toward the abovementioned Commission Fees will be communicated by Lazada with one (1) month notice.

**PAYMENT FEE**

A flat 2% + VAT of the listing price (including VAT) Payment Fee is applied per each item sold by the Seller.

**ADDITIONAL SERVICES**

These additional services are subject to be agreed upon by mutual agreement in writing as stipulated as follows;

1. Shop in Shop ("SIS")
2. Search Engine Marketing ("SEM")
3. Social Media Activities ("SMA")

**SCHEDULE B**

**I) SHIPPING / LOGISTIC COST**

In case where the Seller utilizes a designated third party logistics provider by Lazada, Lazada, in its sole discretion, will consider the best delivery method regarding on timely and costly manner for each Seller and the Logistic Cost applied from the designated third party logistics providers are defined in the following link, <https://lazadathpsc.zendesk.com/hc/en-us/articles/115010602028-Shipping-Cost>

**II) INSURANCE AND LIABILITIES**

Third party logistics covers every shipment against loss or damage for a maximum value of 2,000.00 THB. In case seller files a refund claim, seller is obliged to provide to Lazada and/or the 3PL a tax or cash invoice, within 5 business days after the claim notice by Lazada. Seller can insure each package against loss or damage at a cost equal to 0.5% of the declared value of the shipment. For more information, Seller shall contact Lazada's representatives.

\*The Shipping rates as aforementioned are provided namely; by 3PL A, 3PL B, 3PL C, 3PL D and 3PL E, the reputable third party logistic providers, to Lazada only for the purpose of delivery under this Agreement.

**III) MINIMUM BASKET SIZE & BULKY FEE**

Lazada reserves the right to apply minimum basket size and bulky fees to customers while purchasing items on the platform. In case a minimum basket size fee is applied to an order, Lazada will pay this fee to the Seller based on the contribution share of the total basket value in the next payment cycle. Details of the minimum basket size fee and bulky fee are available on the website [www.lazada.co.th](http://www.lazada.co.th).

**ADDITIONAL CONDITIONS TO SCHEDULE B:**

1. In the event of dispute being arisen out of this Agreement, the Seller has a right to file an official claim to and together with the requested and/or required evidences to Lazada within 5 working days from the date of invoice. Upon the acceptance of all requested and/or required evidences by Lazada, Lazada shall provide the solution, based on case-by-case basis, deemed as final within 5 working days from the date of acceptance. Otherwise failure to provide within 5 working days from the date of invoice, it shall be deemed as dispute settled. Unless otherwise required from Lazada, Evidence to be provided to Lazada shall basically be as followed;
  - a. Proof of Delivery
  - b. Proof of Pick-Up
  - c. Picture (if damages during transportation by 3PL)
  - d. Any other evidences related to the claim and/or required by Lazada

2. Lazada reserves the right, at its sole discretion, to revise the Shipping / Logistic Fee under Schedule B which shall be enforceable with immediate effect by 7 days after written prior notice.
3. The Seller is fully well-aware and acknowledged that those rates as specified in Schedule B are for purpose of reference only. The applicable actual rates might be varied due to the bill or invoice issued by the designated third party logistic providers.
4. Any reimbursement and/or subsidy for the Seller, Lazada shall return in monthly basis.

## **SCHEDULE C**

### **DEFAULT FEE**

1. If the Seller fails, cancels or rejects the fulfilment of an Order in contrary to any provisions prescribed by the Agreement, the Seller shall be subject to an amount of Default Fee as stated in the Table 1 – Default Fee and any additional fee as the case may be. Provided that, the default fee shall be cumulative basis applied for each of Order as specified in Table 1.
2. Lazada reserves the rights without any prior notice to deduct applicable Default Fee from the Seller account balance. Lazada also reserves the rights for temporary deactivation of the Seller in the Platform of Lazada for a definite or indefinite term subject to the default of the Seller. Lazada shall at its sole discretion to reactivate the Seller in the Platform with conditions attached.
3. Default Fee is excluding VAT.
4. Lazada reserves the rights, at its sole discretion, to update the Default Fee which shall be enforceable with immediate effect after prior notice 7 days.

**TABLE 1: DEFAULT FEE**

| No. | Cause of Default by the Seller                      | Explanation  | Fine Rate   |
|-----|---|--|---|
| 1   | Out of stock/ Cancellation/ Order not fulfilled     | Cancellation by Seller occurred due to the Seller's inability, availability and unable to fulfil its obligation.   | 300 THB per item listed   |
| 2.  | Mis-qualified/ quantity of product                  | Goods fulfilled by Sellers do not match with information, specified qualification and/ or quantity provided on the Platform.   | 300 THB per item listed   |
| 3.  | Product life  | Gross negligently provided by Sellers the Goods having its lifespan less than half of period counting from manufacturing date.   | 300 THB per item listed   |
| 4.  | Forbidden Product                                   | Seller, knowingly or negligently, sells or attempts to sell forbidden product as specified by law/ regulations or Lazada's policy, i.e. products required TISI mark, Intellectual Property Infringement. | 3,000 THB per item  |
| 5.  | Assortment  | Seller sources, assorts or attempts to assort Goods selling by others to be sold by his own with applying discount/voucher/promotion and so on available on Lazada Platform.                             | 3,000 THB per item  |
| 6.  | Increasing Price during period of campaign          | The Seller adjusts the Listing Price of any Good which is under the deal/ promotion during the time of promotion campaigns without written consent from Lazada.  | 3,000 THB per product adjusted  |
| 7.  | Buying their own non-discounted or discounted Goods | The Seller dishonestly buys any of its own Goods listed on the Platform whether with non-discounted or discounted as sponsored by Lazada or any others.  | 3,000 THB per item  |
| 8.  | Order Processing Obligation                         | Seller doesn't process Pending Orders (to Ready To Ship) within the agreed time frame.   | 300 THB per item  |
| 9.  | Fail to pick up                                     | Product is not ready to ship reported by logistics provider after shown status as "ready to be shipped" in the Seller centre.  | 300 THB per Consignment   |
| 10. | Return / failed delivery/ non acceptance            | The Seller rejects to accept returned goods or non-delivered goods.  | 300 THB per returned item including the total value of the item which |

| No. | Cause of Default by the Seller    | Explanation   | Fine Rate   |
|-----|-----------------------------------|---|---|
|     |                                   |   | already refunded to Customer                            |
| 11. | Non-complied packaging            | The packaging does not meet the requirements mentioned in the packaging clause under the category of Goods or as specified by Lazada. | 300 THB per item  |
| 12. | Cancellation due to Wrong Pricing | Order cancellation occurred by Seller due to wrong pricing is not the same at the moment of placing the order by Customer.            | 1,000 THB per item ordered                              |
| 13. | Fraudulent                        | Any actions performed by Seller deemed by Lazada as a fraudulent activities.  | At least 10,000 THB per time and subject to Termination |

#### **SCHEDULE D**

#### **RETURNS AND MIS-DELIVERIES**

As mentioned in the following table, Lazada shall enforce the following commercial terms for returns and cancellations of Goods:

| Type                      | Particulars  | Payment Fee | Selling Fee | Logistics Fees <sup>1</sup> |
|---------------------------|--|-------------|-------------|-----------------------------|
| Returns & Failed Delivery | Defective product<br>Delivered product different from order<br>Missing parts | Charged     | NO          | – Outbound: standard fees   |
|                           | Failed delivery  | NO          | NO          | Not applied                 |
|                           | Customer convenience<br>Other reasons  | Charged     | NO          | – Outbound: standard fees   |
|                           | Damaged product or product package   | Charged     | NO          | – Outbound: standard fees   |
| Cancellations             | Customer cancels the item before shipment                                    | NO          | NO          | Not applied                 |
|                           | Item out of stock or other seller driven reasons                             | NO          | NO          | Not applied                 |
|                           | Handling time >48 hours  | NO          | NO          | Not applied                 |

In case of return of an item, Seller must comply with Lazada’s standard operating procedure, set forth as follows:

| Case   | Output  |
|--|---|
| Appeal against Lazada return decision                      | Seller can appeal within 3 business days after receiving the item   |
| Replacement or repair of a returned item                   | No replacement or repair is allowed. Item refund is the only option available.  |
| Process for Seller appeal against Lazada’s return decision | 1. Seller needs to send written complaint to Lazada Partner Support Center within 3 business days after the item has been received. |

<sup>1</sup> In case Seller chooses to utilize Lazada’s appointed third party logistics provider, fees can be subject to change at Lazada’s sole discretion with (1) month prior notice.

|   |  |
|---|--|
|   | <ol style="list-style-type: none"> <li>2. Seller needs to keep the item unless different communication from Lazada Partner Support Center.</li> <li>3. Lazada reviews customer return claim and communicates its final decision to seller; seller can't file a second appeal.</li> </ol>   |
| Failed delivery of items returned to seller     | <ol style="list-style-type: none"> <li>1. In case of failed delivery, Lazada does a second delivery attempt.</li> <li>2. In case of a second failed delivery, the item is sent on quarantine at Lazada's warehouse.</li> <li>3. Seller has 30 calendar days to pick up the item at Lazada warehouse; after 30 days Lazada clears off the item from the warehouse.</li> </ol>   |
| Seller rejection at the door of a returned item | <ol style="list-style-type: none"> <li>1. Seller can submit an appeal against Lazada's return decision, but is not allowed to reject the returned item</li> <li>2. In case Seller rejects a returned item, Seller is no more allowed to file appeal against Lazada's return decision</li> <li>3. In case Seller rejects the item, Lazada puts the item in quarantine at its warehouse for 30 days after which Lazada clears off the item from the warehouse</li> </ol> |