

## 11. Fulfilment by MARS (FBM Service) Category

- 11.1. Seller will be served by fulfilment service by MARS (FBM) on following Categories:
  - 11.1.1. Dropship to MARS Hub
  - 11.1.2. SPCS Facilities as stated on above clause no. 8
  - 11.1.3. Fast Delivery Service (FDS) by FBM
  - 11.1.4. OSI Model
- 11.2. How fulfilment Works: From the pending order with up to deliver confirmation to reach on customer door to manage and look after the process to fulfill the orders by MARS is called FBM (Fulfilment by MARS), in addition to facilitate an online platform for buyer seller meet of trade dealing, and the SPCS, dropship hub, transit center support is part of this FBD service.
- 11.3. Fulfilment by Seller: Seller has to fulfill the product dropping within 24 hours on drop point timely manner while an order comes from customer and seller notified by MARS system.
- 11.4. Benefits of Fulfilment: By giving all fulfilment responsibility to MARS by seller, he can engage more with product promotion and selling.
- 11.5. Hyper Local Shop: MARS have hyper local shop across the nation to deliver product to customer in shortest time.
- 11.6. Customer Pic Point: MARS have several pick points and customers can collect their product without shipping charges.
- 11.7. MARS Drop Hub Point: MARS have several drop hubs points to drop the seller products through physically or through SPCS service when order placed from customer end.
- 11.8. MARS facilitate SPCS service to pick order placed product from customer point as part of FBM service.

12. FBM - Dropship to MARS Hub: Seller acknowledged, agreed and authorized to MARS that:

12.1. Order Shipment Policy

- 12.1.1. Any type of manipulation or misuse of this shipping policy shall lead to delisting the seller online shop.
- 12.1.2. Upon Successful delivered (Till not any Return product request raised by customer) the sold product to customer the title & ownership of the product shall be transferred to Customer, Until shipment receive status, sold / unsold product or return / replace (revert the ownership to seller), Seller shall only be sole owner of the product where the ownership will never pass to MARS in any situation;
- 12.1.3. The Seller acknowledges and agrees that, Seller shall responsible to send ordered placed items to Customer's through FBM (fulfilment by MARS) process as well as responsible for cancelled order & it's payment, Seller acknowledged that MARS is not responsible for any cancelled order payment, only payback the collection same to customer through refund system policy including courier charges, Seller shall also acknowledged that shipping charges will repay by seller to customer where MARS will adjust this courier amount through payment system from seller sold product payment transaction;
- 12.1.4. Seller shall responsible to attach any document / forms in shipping based on product type as prescribed in government regulation;
- 12.1.5. By any government concern / authority if shipment seized / charged any related fees, taxes or any disputed issues raised due to lack of proper shipment document, either MARS or third-party logistics shall not be liable for any loss;

- 12.1.6. Seller will recheck before shipment the order status if cancelled by customer then Seller will not be required to dropship in MARS hub or through SPCS process;
- 12.1.7. MARS & in relation of third party logistic shall have right to inspect any packed shipment prior notice to Seller to check the inside packaging material;
- 12.1.8. Seller acknowledges that on shipment, MARS may use its branding material on product packing like sticker or other that the product sold from the MARS marketplace;

## 12.2. Order Process & Packing

- 12.2.1. Upon place an order of any product purchased by customer, an order number will be generated, Customer & Seller both will be notified by MARS the order detail with product information to their E-mail address which is a confirmation of a sale order beside a short message will be sent Seller & Customer registered mobile number as an acknowledgement to notify him immediately;
- 12.2.2. Order status on seller dashboard will be shown as pending status as back end process of first step. Upon following the related contracts & terms of this agreement Seller shall process the packaging of sold products and drop into MARS drop hub or process for courier to the assigned MARS drop hub guided by MARS within the declared time frame (physically within 24 hours or through courier within 48 hours from the order placed time & date);
- 12.2.3. In case of any delay predicted / unpredicted of product deliver to MARS drop hub by seller within the timeframe through by physical delivery / courier delivery, seller will be informed officially to MARS through E-mail as well as MARS

call center promptly. Cancellation related all cost shall be borne & bear by Seller;

12.2.4. Seller shall responsible to bear all cost of packaging product as prescribed in packaging material to follow packing guideline stated in clause no.10 whichever applicable service availed from FBM, failure of following packing guideline will lead to penalties as well as delisting;

12.2.5. MARS will be responsible for processing the shipment while product will dropship by seller to MARS hub or picked up from seller point to MARS hub (picked up cost shall bear by seller) through any third-party logistic support. Seller shall prepare product as per packaging guideline before drop.

### 12.3. Seller Inventory

12.3.1. Seller must have maintained true inventory for all his uploaded product in seller dashboard day to day basis;

12.3.2. Seller shall upload / update product inventory while the stock actual stock count is 3. No further stock availability or on “out of stock notification”, Seller shall disable / delete the product from his dashboard with immediate effect;

12.3.3. Seller may be penalized to breach marketplace policy if “out of stock product” will not be disabled / delete within same day after last product sold for stopping the display from marketplace;

12.3.4. Seller acknowledged that MARS is not act as an agent (except commission agent to use the platform) or it's not coming into his duty that seller relinquished all rights to MARS related to its ownership or shipment of seller product(s).

### 12.4. Disputed Product Replace & Refund

- 12.4.1. Seller Acknowledged & Authorized to MARS. Customer can cancel any order before or after shipment (following product status, low quality, not same product, faulty, damaged, missing original label or logo or freebies or manual or warranty card or accessories), and seller shall accept the same as per return policy;
- 12.4.2. Invalid Obligation: MARS may conduct a quality check on return product from customer to protect seller; if customer claim found invalid, product will be sent back to customer, reshipment cost will apply to customer account or in favor of seller as negotiated for resolution. Seller agrees that it shall be bound by MARS investigation into & decision considered the condition of the product on the time of delivery
- 12.4.3. Seller authorized & acknowledged, upon Customer disputed claims on replace request, Seller shall replace the product within the stated timeline on return policy of customer & seller or authorize MARS for full refund;
- 12.4.4. As per return policy applicable in some specific category, customer can cancel the order consider as act of customer return policy if the product no longer needed for customer will be return product in unused, undamaged, not dirty, no missing, not faulty condition with manufacturing packet and seller shall accept the same. Seller shall act in accordance of return policy as well as customer protection policy to be followed, in conflict of any return or protection policy, policies shall prevail;
- 12.4.5. Seller authorized, MARS may its jurisdiction shall impose penalties up to 70% of product listed price to seller if found any rejection / poor quality / faulty / incomplete product delivered to Customer. The damaged / rejected product

may ship to Seller at his own cost. Also, it will lead delisting the seller account as per seller compliance & customer protection policy.

12.4.6. Seller authorized MARS to refund of full amount with shipping charges (MARS may its discretion shall bill to Seller on product shipment & return from customer end shipment charges both) on approval of refund request in any status product shipped / not shipped, order cancellation, replace /return on arising disputed or undisputed claims. Seller shall / must do the QC check of every product to avoid of sending faulty / defective / incomplete / rejected product before shipment.

13. Fast Delivery Service (FDS) by FBM: Seller acknowledged, agreed and authorized to MARS that:

13.1. Seller acknowledge, his/ her own discretion can keep his stock in MARS designated storage to support FBM process in execution of FDS (fast delivery service);

13.2. Seller acknowledged that MARS is not act as an agent (except commission agent to use the platform) or it's not coming into his duty that seller relinquished all rights to MARS related to its ownership, transit center storage or shipment of seller product(s);

13.3. Seller shall raise formal request through written consent to MARS for approval, MARS have fully rights to accept / reject of the request as per seller performance matrix, & not authorize to raise any obligation on rejection.

13.4. Seller is allowed to storage only his listed product quantity in MARS transit center, not more, not less declared quality of the listed product upload in marketplace through seller dashboard;

13.5. Seller shall daily check the inventory through the seller dashboard and shall refill the product (while 95% product will be stock out as sold or

moved) within stipulated timeline (48 hours) delivering to assigned transit center & informed to MARS operations team. In Case of high demand product, seller shall refill the stock while 90% of stock will be finished / stock out / moved for any product to be in safe side of full out of stock. After refill the product, Seller is responsible to update the quantity in the seller dashboard after E-mail confirmation from MARS end;

- 13.6. Seller authorizing MARS, whenever / wherever require MARS can move stock in its assigned transit center storage for FDS execution policy;
- 13.7. Seller shall acknowledge that MARS will act as a transit center, until product sold & shipped, Product title & ownership shall belong to Seller, in any way, it will not come on MARS. Stock / product shall be stored in transit center at Sellers own risk. Seller also warrant that stored product / stock in MARS transit center shall not create any hypothecation or mortgage or any security interest on its products / stock;
- 13.8. Seller shall responsible for any logistics, courier or shipment charges to product delivery in transit center by own arrangement or through SPCS service clause no. 8 applicable. Seller will follow packaging guideline as stated in clause no. 10. In this regard, if any expense generated or come into MARS account, then same amount will be deducted from seller payment transaction. Seller shall also be responsible for packing charge at transit center while product sold & need to be shipped to customer as fulfilment service by MARS;
- 13.9. Seller shall acknowledge & agree, MARS may, at its discretion, charge the transit center storage fee to seller for availing this service, & also responsible to pay any taxes or duties due to used such storage facility or any tax imposed to MARS in connection as commission agent for the seller for such storage facility. Seller will hold the authority from impose such taxes to MARS;

- 13.10. Shipping & Return policy in accordance to this agreement shall be applicable same in this regard as stated;
- 13.11. Seller can avail SPCS service to transfer his inventory to MARS transit center as notified address by MARS;
- 13.12. Seller acknowledged and confirms, MARS may return the product / stock which stored in transit center to seller any time if any decision made from MARS authority or arise any business situation without any question response or any obligation raised from seller end;
- 13.13. Seller acknowledges & agreed that on shipment of the product, MARS may use its branding material on product packing like sticker or other that the product sold from the MARS marketplace;
- 13.14. Upon Successful delivered (Till not any Return product request raised by customer) the sold product to customer the title & ownership of the product shall be transferred to Customer;
- 13.15. Seller shall remain undisputed owner till successfully delivery / shipment received status to customer, or unsold product status or return / replace or availing storage facility for his stock or listed product at transit center, where the title / ownership will never pass or shall not come to MARS in any situation, revert ownership shall remain again to seller on return, replace or cancelled order in whichever way product return to seller;
- 13.16. Seller shall responsible to attach any document / forms in shipping based on product type as prescribed in government regulation. By any government concern / authority if shipment seized / charged any related fees, taxes or any disputed issues raised due to lack of proper shipment document, either MARS or third-party logistics shall not be liable for any loss;
- 13.17. MARS & in relation of third party logistic shall have right to inspect any packed shipment (which came from seller as sealed status at transit center & in QC check inside product box has not opened as

per seller confirmation) without prior notice to Seller to check the inside packaging material. If any dispute raised from customer end for such sealed product which not QC checked inside box due to sealed item, seller is solely responsible for any disputed issue raised by customer, settlement, or handing action / issues processed by government authorities. MARS shall not be responsible in any such cases or disputed issues;

- 13.18. Seller authorized MARS to refund of full amount with shipping charges (MARS may its discretion shall bill to Seller on product shipment & return from customer to MARS shipped charge both) if applicable product shipped / not shipped status to customer on order cancellation, return in terms of disputed / undisputed claims arising;
- 13.19. Customer can cancel any order before or after shipment (following product status, low quality, not same product, faulty, damaged, missing original label or logo or freebies or manual or warranty card or accessories), and seller shall accept the same as per return policy.
- 13.20. MARS may conduct a quality check on return product from customer to protect seller; if customer claim found invalid, product will be sent back to customer, reshipment cost will apply to customer account or in favor of seller as negotiated for resolution. Seller agrees that it shall be bound by MARS investigation into & decision considered the condition of the product on the time of delivery;
- 13.21. Rejection product as per customer protection policy, or cancelled product whichever is not required by customer as declared in clause in this agreement and the product condition is not defective or damaged or incomplete, seller shall accept of those product return, as well as product will be re-incorporated into seller inventory at transit center if the product condition is good.
- 13.22. Rejection product which is damaged, incomplete, faulty condition, shall be return to seller, & seller shall accept the return & return cost will be bear by seller, and will not be reincorporated in seller transit

center inventory. Seller shall accept the refund policy as stated into this agreement. Seller is bound to act in accordance with return policy, in any scope or any conflict in return policy, return policy shall prevail.

13.23. As per return policy applicable in some specific category, customer can cancel order consider in act of customer return policy if the product no longer needed for customer, shall be return in unused, undamaged, not dirty, no missing, not faulty condition with manufacturing packet and seller shall accept the same with applied penalization of 30% into customer as stated in return policy. Seller shall act & follow in accordance of return policy & customer protection policy, in conflict of any return / protection policy, customer protection policy shall prevail.

13.24. Onboarding Seller Inventory (OSI Model)

13.24.1. Seller will be responsible to transfer his stock as quantity declared in market place to drop ship into MARS transit center physically or can avail through SPCS service as mentioned in the clause no.8. Seller shall be responsible in this transit / transport process to deliver the product / stock into MARS transit center. MARS shall not be liable for any damage / loss / missing of Seller product / stock;

13.24.2. Seller shall be responsible to bear the cost of shipment, related any transport / labor cost, any duties / tax whatever comes into in deliver the stock to storage into MARS transit center. If any cost has billed to MARS on this inventory onboarding into transit center, seller acknowledge that MARS will deduct that amount from seller payment transaction;

13.24.3. MARS will be responsible to count & check each product quality. On quality check disputed product will be return to Seller within 30 days from the date of receive and product return shipping cost will be bear by seller. MARS shall only

receive that product which QC passed. In a manner of unseen or any product missed the QC by QC team as human error, or any product yet not pass QC checked, if such product sent to customer and arise any disputed issue, Seller is sole responsible of that disputed claim to resolve as guided in this agreement;

- 13.24.4. MARS at its transit center is not responsible or not be questioned by seller about QC check activities. QC check is the part of support service for seller. Seller have to maintain its QC check before shipment at transit center and shall responsible of his own product consequences or occurrence;
- 13.24.5. Any intact with sealed product that have seal broken issue for quality check or QC team is unable to verify the presence of original product inside the box availability for such product MARS shall not be responsible for any QC check or any arise issue by customer, Seller shall be responsible for any obligation, or claim or any type of loss of the product.
- 13.24.6. MARS will investigate any disputed issue raised by seller for any unsealed product on perception of the dispute reason happened on transit center by MARS staff on handling, if the obligation found true fact belongs to MARS on investigation, MARS will compensate the net purchase price of that product to Seller;
- 13.24.7. Seller shall fully be responsible for any unauthorized product as per government regulation to deliver in MARS transit center if any time it found / raised by MARS or any concern of handling this product. In Such case seller shall be responsible to handle all issued raised by government concern, it will lead also the delisting the shop;

- 13.24.8. Seller shall responsible for packing the stock before shipment as per packing guideline stated under clause no.10. For a good quantity of product, Seller must follow the packing clause no.10.6;
- 13.24.9. Seller shall responsible to deliver correct product & packing detail in E-mail to MARS transit center before shipping. And attach same detail like count, configuration of product, packing list, accessories list & any papers require or declared by government authorities or whatever relate to product inside the cartoon/ box. Every product should clearly be mentioned by seller the barcode, tags, size, seals, price, packing list etc. Seller shall / must do the QC check of every product to avoid of sending faulty / defective / incomplete / rejected product before shipment.