

**OneMarketplace**

# Marketplace Seller Agreement

A COMPREHENSIVE SELLER AGREEMENT FOR ONE MARKETPLACE SELLER

# Seller Agreement

This One Marketplace Seller Agreement (“Agreement”) is made and entered into on the date of submission to be a Seller, between website user/customer, through onewholesale.ca its duly Authorized Representative (hereinafter referred to as “Seller”), of the First Part; AND onewholesale.ca (hereinafter referred to as “Company”), represented as the Second Part. This Agreement shall be effective from the first day of trade between Parties.

## Whereas

- A. Seller is engaged in E-Commerce Sales.
- B. Company owns onewholesale.ca marketplace located at the following URL:  
<http://www.onewholesale.ca> hereinafter referred to as the “ONE marketplace” and have many registered users to whom Company various services.
- C. Seller will set up an online account on onewholesale.ca marketplace and has offered to sell its products through the said online marketplace, Company has agreed to create the said online account upon the following terms and conditions.
- D. The above referred Seller and Company are hereinafter collectively referred to as “Parties” and individually as “Party”.

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## 1. Definitions

For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to them under this Article.

### **Company**

Shall mean onewholesale.ca marketplace

### **Customer**

Shall mean any individual, group of individuals, firm, company or any other entity placing an order for the Products of the Seller through the marketplace.

### **Effective Date**

Shall mean the date on which this Agreement is executed by receipt of the first freight from the seller.

### **Form**

Shall mean Form for E-commerce Service Agreement to be filled in and executed by the Seller at the time of execution of this Agreement annexed hereto as Annexure "A".

### **Seller**

Shall mean the entity incorporated or otherwise more specifically described hereinabove, which sells its products through the online marketplace and more particularly described in the attached "Form".

### **Order**

Shall mean an order for purchase of products wherein customer has agreed to purchase the product upon the terms and conditions and at the Price indicated on the online page of the Seller.



**Products**

Shall mean merchandise items of the Seller put up for sale Online by the Seller.

**Price**

Means the sale price of a product exclusive/inclusive of delivery charges and applicable taxes.

**Shipping Charges**

Shall mean the logistics/courier/postal charges including all taxes incurred for delivering the product(s) to the Customer.

**Commission**

Shall mean the margin per transaction charged by the Company to the Seller at the rates agreed to between the parties, upon the sale of product.



## 2. Arrangement

- 2-1. The Company shall offer to the Seller its services for facilitating online sale of the Seller's product. For this arrangement, the Company shall deduct 25% of commissions from the sold price in B2B transactions as specified under these presents, from the Seller for the sale being effected online.
  
- 2-2. Based on mutual discussions, it is agreed by and between the parties hereto that the Company shall put up for sale its Products on the said online page/ categories, and sales channels through E-distribution, subject to the terms and conditions hereinafter contained. Seller further agrees and acknowledges that the shopping transaction shall be governed by the "Terms of Use" of onwholesale.ca and other individual sales channels.

## 3. Consideration and Payment Terms

- 3-1. The Company shall collect the Payment on behalf of the Seller in respect of the Orders received through their marketplace. In consideration of the services rendered under these presents, the Company shall charge the Commissions to the Seller at the rates specified in the **Marketplace User Guide** which is 25% of sold price in B2B transactions.
  
- 3-2. In the event any order is reversed due to **Manufacturing Defects**, or **Quality Issues**, Seller agrees that the Company shall levy the Commissions.



## 4. Obligations of the Seller

- 4-1. Through the interface provided by the Company on the creation on online page of Seller, shall upload the Seller's description, Logos, and such other details for the seller to be displayed and offered for sale through the said online page.
- 4-2. Seller shall ensure not to sell any description/image/text/graphic that is unlawful, illegal, objectionable, obscene, vulgar, opposed to public policy, prohibited or is in violation of intellectual property rights including but not limited to Trademark and copyright of any third party. Seller shall ensure to provide the product description and image only for the product which is offered for sale through the marketplace.
- 4-3. Seller shall provide **full, correct, accurate and true description of the product** so as to enable the customers to make an informed decision.
- 4-4. Seller shall be solely responsible for the quality, quantity, merchant ability, guarantee, warranties in respect of the products offered for sale through onewholesale.ca.
- 4-5. The Seller shall dispatch the Products of same description, quality and quantity and price as are described in Marketplace Inventory Packing List to the company's warehouse.
- 4-6. The Seller shall not offer any Products for Sale, which are prohibited for sale, dangerous, against the public policy, banned, unlawful, and illegal or prohibited under Canadian laws.
- 4-7. The Seller shall at all time during the pendency of this agreement endeavor to protect and promote the interests of the Company and ensure that third parties rights including intellectual property rights are not infringed.



- 4-8. The Seller shall at all times be responsible for compliance of all applicable laws and regulations including but not limited to Local, Provincial and Federal Taxes, etc.
- 4-9. The Seller agrees that the Company shall deduct a commission as specified by the Company on B2B transaction based upon the agreement of 25% from the sold price.



## 5. Company's Right

- 5-1. Seller agrees and acknowledges that the Company, at all times during the continuance of this Agreement, shall have the right to **modify / remove / block / delete** any text, graphic, image(s) uploaded on the online page by the Seller in the event the said text, image, graphic is found to be in violation of law, breach of any of the terms of this Agreement, terms and conditions. In such an event, the Company reserves the right to forthwith remove/close the online page of the Seller without any prior intimation or liability to the Seller.
- 5-2. Company reserves the right to provide and display appropriate disclaimers and terms of use.





## 6. No Liability

- 6-1.** The Company on the basis of representation by the Seller has created the online page of the Seller on onewholesale.ca marketplace to enable Seller to offer the Seller's products for sale through the said online page. This representation is the essence of the Contract.
- 6-2.** Seller shall be solely liable for any damages, allegation arising out of the Products offered for sale through its online page (including but not limited to quality, price, merchantability, use for a particular purpose, or any other related claim) and shall hold the Company harmless and indemnified against all such claims and damages.
- 6-3.** Further the Company shall not be liable for any claims, damages arising out of any negligence, misconduct or misrepresentation by the Seller or any of its representatives.
- 6-4.** The Seller hereby agrees, confirms and acknowledges that the Product is owned by the Seller and that the Company is merely a facilitator for sale of the Seller's Product, hence the Company is not responsible/ liable for the Product, its design, its function and condition manufacturing and selling and financial obligations, warranties, guarantees whatsoever. The Company reserves its right to state appropriate Disclaimers on its website/ online page.
- 6-5.** The Company is solely responsible for keeping the product in good condition. However, the cost of damages found during inspection from the day of receipt to the day of dispatch from the warehouse will be responsibility of the Seller.

## 7. Terms, Termination and effects of Termination

- 7-1.** The Term of this Agreement shall commence on the date of execution of the contract and shall continue until terminated by either party giving the other 30 days written notice.



## 8. Effect of Termination

- 8-1.** In the event of termination/expiry of this Agreement, the Company shall remove the Links and shall discontinue display of the Products on the marketplace with immediate effect.
- 8-2.** Company shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the Seller by virtue of termination of this agreement.

## 9. Intellectual Property Rights

- 9-1.** It is expressly agreed and clarified that, except as specified agreed in this Agreement, each Party shall retain all right, title and interest in their respective trademarks and logos and that nothing contained in this Agreement, nor the use of the trademark / logos on the publicity, advertising, promotional or other material in relation to the Services shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's trademarks and / or logos.

## 10. Entire Agreement

- 10-1.** This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all other prior and contemporaneous agreements, arrangements and understandings (whether written or oral) between the Parties with respect to its subject matter.



## 11. Limitation of liability

**11-1.** Under no circumstances, except in case of breach of contract, will either party be liable to the other party for lost profits, or for any indirect, incidental, consequential, special or exemplary damages arising from the subject matter of this Agreement, regardless of the type of claim and even if that party has been advised of the possibility of such damages, such as, but not limited to loss of revenue or anticipated profits or loss business, unless such loss or damages is proven by the aggrieved party to have been deliberately caused by the other party.

## 12. Relationship of Parties

**12-1.** through onewholesale.ca its duly Authorized Representative.



Memo



Memo



**Thank you**