

Dropshipzone

Supplier Service Level Agreement

Reference: 200323001

Issued: 1 June 2023

1. Application of this Service Level Agreement (“SLA”)

- a. This SLA operates as an addendum to the Supplier Terms and Conditions;
- b. To the extent of any inconsistency between this SLA and the provisions of the Supplier Terms and Conditions, the provisions of the Supplier Terms and Conditions will prevail;
- c. This SLA remains valid until superseded by a revised agreement;
- d. This SLA comes into existence upon the parties entering into the Supplier Terms and Conditions; and
- e. Terms defined in the Supplier Terms and Conditions have the same meaning in this SLA, unless otherwise defined in this SLA.
- f. All products sold through Dropshipzone come with guarantees that cannot be excluded under the Australian Consumer Law, and nothing in this agreement limits any rights and remedies a customer may have under Australian Consumer Law.
- g. A business day is defined as any day that is not -
 - i. A Saturday or Sunday; or
 - ii. A gazetted public holiday in the Suppliers’ state or territory of operation;

2. Overview

- a. This SLA ensures the Supplier is committed to providing an acceptable, consistent level of customer support during the sales and post-sales stages to address retailer enquiries, feedback and concerns within a required timeframe.
- b. The Supplier shall at all times during the operation of the Supplier Terms and Conditions meet or exceed the service level performance criteria as set out in Section 4.
- c. The Supplier acknowledges that:

- i. Any failure to meet an obligation or service level performance criteria may have a material adverse impact on the business and operations of involved Dropshipzone Retailers;
- ii. Such failure shall require Dropshipzone to take any action that it sees fit in relation to a Product and its related enquiries. This may include partial compensation or full refund; and
- iii. Any cost incurred by Dropshipzone will be set-off against the Supplier's account or recovered from the Supplier. This includes, without limitation, issuing refunds of any order as well as refunding delivery charges.

3. Supplier Obligations

- a. The Supplier is required to respond within a maximum of 2 business days to any Retailer enquiry in relation to a Product, including enquiries raised by Dropshipzone.
- b. The Supplier is required to meet or exceed the Service Level Performance Criteria and associated time frames as set out in Section 4.
- c. The Supplier is liable to cover chargeback fees or deductions
- d. The Supplier is required to keep all of their product data updated, including but not limited to: title, images, descriptions, pricing, stock-on-hand levels, shipping costs and delivery criteria via the Supplier Portal, integrated API or feed.

4. Service Level Performance Criteria

Criterion	Actions to be taken	Time frame
Respond to tickets	The Supplier must respond to all Retailer and Dropshipzone tickets via the Supplier Platform within the stipulated time frame.	2 business days
Close a ticket	The Supplier must respond and resolve / close all Retailer and Dropshipzone tickets via the Supplier Platform within the stipulated time frame.	7 business days

<p>Dispatch an order</p>	<p>The Supplier must dispatch to the Customer and provide delivery tracking details to the Platform within the stipulated time frame.</p> <p>The Supplier must be able to provide proof of shipping if required. Examples of proof of shipping include:</p> <ul style="list-style-type: none"> ● A copy of the shipping receipt or shipping label that includes the delivery address, recipient name and tracking number; ● For Australia Post eParcel customers, a copy of the consignment information page which shows the delivery address and the online tracking code that can be used to confirm delivery; ● A shipping code from a carrier that will allow viewing of the shipping status and delivery address; or ● A receipt issued by the carrier that is signed by the recipient acknowledging delivery <p>The Supplier must not provide an “Authority to Leave” without the Retailer’s consent. If Products are left without permission and become damaged, lost or having missing parts, the Supplier is liable for all loss arising from the damage, loss or missing parts.</p> <p>Note: where a Supplier dispatches more than one (1) order at the same time, the Supplier must provide delivery tracking and proof of shipping with respect to all orders.</p>	<p>2 business days</p>
<p>Reject an order</p>	<p>In the event a Supplier decides to reject an order (including because the relevant Product is out of stock, or because the Product is unable to be delivered to the Customer’s address), the Supplier must within the stipulated time frame:</p> <ul style="list-style-type: none"> ● Notify the Retailer that they are rejecting the order (including reasoning) and advise them they will receive a refund; and ● Issue a refund to the Retailer via the Supplier Platform 	<p>2 business days</p>
<p>Reject Retailer cancellation request / change</p>	<p>The Supplier may choose to reject a Retailer’s cancellation request. In the event the Supplier rejects a cancellation request, the Supplier must (within the</p>	<p>2 business days from the Retailer’s</p>

<p>of mind return</p>	<p>stipulated time frame) notify the Retailer of the decision.</p> <p>Notwithstanding the above, Suppliers must comply with any returns or change of mind policies they have listed in their Supplier Terms.</p>	<p>cancellation request.</p>
<p>Accept Retailer cancellation request / change of mind return</p>	<p>The Supplier may choose to accept a Retailer's cancellation request or change of mind once an order has been placed. The Supplier must accept the cancellation request or change of mind if it is required by the Supplier Terms and Conditions, or applicable law, to do so. In the event the Supplier accepts a cancellation request or change of mind return, the Supplier must within the stipulated time frame:</p> <ul style="list-style-type: none"> ● Notify the Retailer that the cancellation request or change of mind return is accepted; and ● Fully inform the Retailer of any costs or requirements of cancelling the order or change of mind return, including but not limited to, the condition the Product must be returned in, which party is responsible for the original shipping costs (if applicable), restocking fees, other costs to be deducted, and when a refund/credit note will be issued. <p>The Supplier must provide Dropshipzone with full details including breakdown of any deduction from the refund amount such as original shipping cost and/or restocking fee.</p> <p>Notwithstanding anything to the contrary, Dropshipzone expects Suppliers to comply with any returns or change of mind policies they have listed in their Supplier Terms.</p>	<p>2 business days from the Retailer's cancellation request</p>
<p>Missing parts (available)</p>	<p>The Supplier must dispatch missing parts and provide delivery tracking details to the Retailer within the stipulated time frame. Please see "Missing parts (not available)" below if the missing parts cannot be dispatched within the stipulated time frame.</p> <p>Dropshipzone may in its sole and absolute discretion issue a refund to the Retailer if the Supplier fails to dispatch missing parts within the stipulated time frame.</p> <p>Note: The Supplier is responsible for all shipping costs incurred as a result of missing parts. In the event that the Supplier dispatches the incorrect missing parts, the Supplier must comply with the process in "Missing parts</p>	<p>10 business days from being notified of missing parts from the Retailer</p>

	(not available)" below.	
Missing parts (not available)	<p>If the Supplier is unable to provide missing parts within the stipulated time frame under "Missing parts (available)", the Supplier is required to notify the Retailer within the stipulated time frame with an expected time of arrival ("ETA") for the missing parts. The Retailer may then decide to, at their election to:</p> <ul style="list-style-type: none"> • Wait for delivery of the missing parts; or • Request a full refund. <p>In the event a Retailer requests a full refund, the Supplier is obliged to provide a full refund.</p> <p>These options must be given to the Retailer, however, the Supplier is also permitted to also offer alternative remedies including providing compensation for the Customer to keep the products and source their own missing parts with the Retailer acting as the agent on behalf of the Customer.</p> <p>Note: The Supplier is responsible for all shipping costs incurred as a result of missing parts.</p>	2 business days from being notified of missing parts from the Retailer
Products that don't match description or incorrect Products received	<p>In the event that the Customer receives the incorrect Products or the Products don't match their description, the Supplier must provide one of the following remedies to the Retailer within the stipulated time frame (at the election of the Retailer):</p> <ul style="list-style-type: none"> • Replace the products with the correct products at no additional cost; or • A full refund <p>The Supplier is taken to have provided one of the remedies within the stipulated time frame if:</p> <ul style="list-style-type: none"> • In the case of replacing the Product - the Supplier dispatches the replacement Product and provides the delivery tracking to the Retailer; or • In the case of providing a full refund - the Supplier issues a full refund to the Retailer via the Supplier Platform <p>In the event the Supplier fails to provide one of the above remedies, Dropshipzone may on behalf of the Supplier, in</p>	10 business days from being notified by the Retailer

	<p>its sole and absolute discretion (but subject to any obligations arising under Australian Consumer Law), arrange the return of the incorrect Products with the Retailer at no cost and refund the Retailer on behalf of the Supplier.</p> <p>The Supplier is responsible for arranging the collection or return of the incorrect Products with the Retailer at the Supplier's cost, in accordance with and subject to the provisions of Australian Consumer Law.</p>	
<p>Faulty Products & Warranty Claims</p>	<p>The Supplier is required to comply with Australian Consumer Law at all times.</p> <p>Without limiting consumer rights which apply under the Australian Consumer Law, in the event that there is a major failure with a Product, the Retailer is entitled at their sole and absolute discretion, to reject the Product and ask for a refund or replacement, or ask for compensation for any drop in value of the Product.</p> <p>In the event that there is a minor failure with a Product, the Supplier can choose between a repair, replacement or refund.</p> <p>The Supplier is required to provide a remedy for Product faults within the stipulated time frame.</p> <p>The Supplier is taken to have provided one of the remedies within the stipulated time frame if:</p> <ul style="list-style-type: none"> ● In the case of a refund: the Supplier issues a refund to the Retailer via the Supplier Platform; ● In the case of a replacement: the Supplier dispatches the replacement Products and provides delivery tracking to the Retailer; or ● In the case of a repair: the Supplier dispatches the repaired Products and provides delivery tracking to the Retailer <p>Subject to the Supplier's obligations under the Australian Consumer Law, the Customer is responsible for returning the Product to an Australian postal address if it can be posted or easily returned. The Supplier must reimburse</p>	<p>10 business days from being notified of the fault or damage from the Retailer</p>

	<p>the Retailer for reasonable postage, packaging and/or transportation costs if the Product(s) are confirmed to be faulty. If the Product(s) are too large, too heavy or too difficult to remove, the Supplier is responsible for arranging, at their cost, the return and collection of the faulty Products.</p> <p>The Supplier may also be required to compensate the Retailer/Customer for any consequential costs incurred due to faulty Product(s). This includes, but is not limited to, cost of packing material, cost to remove installed items (e.g. air-conditioning unit), and/or cost of disposing of faulty Product(s).</p>	
<p>Lost in transit (LIT)</p>	<p>The Supplier must lodge an investigation with the courier provider for all Products reported as undelivered. This must be lodged with the courier provider within 2 business days from the date the User reported the undelivered Products.</p> <p>Irrespective of the courier provider's investigation time frame, the Supplier must be able to provide the Retailer, within the stipulated time frame, one of the following (at the election of the Retailer):</p> <ul style="list-style-type: none"> ● Proof(s) of shipping. Examples of proof of shipping include: <ul style="list-style-type: none"> ○ A copy of the shipping receipt or shipping label that includes the delivery address, recipient name and tracking number; ○ For Australia Post eParcel customers, a copy of the consignment information page which shows the delivery address and the online tracking code that can be used to confirm delivery; ○ A shipping code from a carrier that will allow viewing of the shipping status and delivery address; ○ A receipt issued by the courier carrier that is signed by the recipient acknowledging delivery; ○ For replacement Products, Products must be dispatched and delivery tracking details provided to the Retailer; or 	<p>10 business days from the date the Retailer reported the Products undelivered.</p>

	<ul style="list-style-type: none"> ○ Full refund <p>The Supplier must be able to provide “Proof of Delivery” on request. If Products are lost in transit, and the Supplier is unable to provide Proof of Delivery, then the Supplier is liable.</p>	
<p>Returned to sender (RTS)</p>	<p>In the event a dispatched Product is “returned to sender”, the Supplier must lodge an investigation with the courier provider within the stipulated time frame.</p> <p>Note: if the investigation concludes that the Products were returned due to:</p> <ul style="list-style-type: none"> ● Customer error: the Customer will be liable for any shipping costs, re-delivery costs or any other associated fees that may be applicable. Customer error may include, but is not limited to, incorrect address supplied, refusal of delivery, failure to collect, etc. If the Retailer is at fault, the Retailer is liable for the same. ● Supplier error: the Supplier must either: <ul style="list-style-type: none"> ○ Cover any costs related to the re-delivery of the Products to the Customer; or ○ Provide a full refund 	<p>2 business days from receiving the returned Product(s).</p>
<p>Additional freight</p>	<p>If additional shipping costs are required to be paid, the Supplier must issue an invoice for additional shipping costs via the Supplier Platform within the stipulated time frame.</p>	<p>1 business day</p>

Escalations	<p>If the Retailer is unable to reach a reasonable resolution with the Supplier via the Retailer Portal, the Retailer can escalate this matter to Dropshipzone for review. Dropshipzone will use all reasonable endeavours to assist the Supplier and the Retailer in resolving the problem.</p> <p>This includes, but is not limited to escalations raised by the Retailer via a:</p> <ul style="list-style-type: none">● Dropshipzone ticket enquiry● PayPal disputes/claims● Chargebacks● Fair Trading Complaints● Consumer Affairs Complaints	10 business days from being notified by Dropshipzone
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