

Last updated: Aug 12, 2017

General Terms

Welcome to **craftonart.com**, a suite of optional merchant services including [Selling on craftonart.com](#) and [Fulfilment by craftonart.com](#).

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES THROUGH A PARTICULAR ACCOUNT OR ACCOUNTS AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT ("**YOU**") AND EVERGROW SOLUTIONS PRIVATE LIMITED. BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAMME POLICIES FOR EACH SERVICE YOU REGISTER FOR OR USE IN CONNECTION WITH THE CRAFT ON ART WEB SITE.

As used in this Agreement, "**we**," "**us**," and "**craftonart.com**" means the Evergrow Solutions Pvt. Ltd. company named in the applicable Service Terms. Capitalized terms have the meanings listed in the [Definitions](#) below. If there is any conflict between these General Terms and the applicable Service Terms, the Service Terms will govern.

1. Enrolment

To begin the enrolment process, you must complete the registration process for one or more of the Services. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable Law. As part of the application, you must provide us with your (or your business') legal name, address, phone number, e-mail address and applicable tax registration details. We may at any time cease providing any or all of the Services at our sole discretion and without notice.

2. Service Fee Payments

Fee details are described fully in the applicable Service Terms. You are responsible for all of your expenses in connection with this Agreement, unless this Agreement or the applicable Service Terms provide otherwise. For the **craftonart.com** Site that you register for or use a Service in connection with, we may require you to submit valid credit card information from a credit card acceptable by craftonart.com (with respect to such craftonart.com Site, "**Your Credit Card**") as well as valid bank account information for a bank account in your name that is with a bank located within India and enabled for Your Account (which functionality may be modified or discontinued by us at any time without notice) (with respect to the craftonart.com Site, "**Your Bank Account**"). You will use only a name you are authorized to use in connection with the Service and will update such information as necessary to ensure that it at all times remains accurate and complete. You authorize us to verify your information (including any updated information), to obtain credit reports about

you from time to time, to obtain credit authorizations from the issuer of Your Credit Card, and to charge Your Credit Card or debit Your Bank Account for any sums payable by you to us (in reimbursement or otherwise). At craftonart.com's option, all payments to you will be made to Your Bank Account, via cheque or electronic transfers or other means as specified by us. You agree that craftonart.com shall not be liable for any failure to make payments to you on account of incomplete or inaccurate information provided by you with respect to Your Bank Account.

In addition to charging payable sums to Your Credit Card, we may instead choose to either (a) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you, or (b) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency. If we discover erroneous or duplicate transactions, then we reserve the right to seek reimbursement from you by deducting from future payments owed to you, charging Your Credit Card, or seeking such reimbursement from you by any other lawful means; provided that the foregoing will not limit your rights to pursue any good faith dispute with craftonart.com concerning whether any amounts are payable or due.

If we reasonably conclude based on information available to us that your actions and/or performance in connection with the Agreement may result in a significant number of customer disputes, chargebacks or other claims in connection with the craftonart.com Site, then we may, in our sole discretion and subject to applicable Law, delay initiating any payments to be made or that are otherwise due to you under this Agreement for the shorter of: (a) a period of ninety (90) calendar days following the initial date of suspension; or (b) completion of any investigation(s) regarding your actions and/or performance in connection with the Agreement. You agree that we are entitled to the interest, if any, paid on balances maintained as deposits in our bank accounts.

3. Term and Termination

The term of this Agreement will start on the date of your completed registration for one or more of the Services (the "**Effective Date**") and continue until terminated by us or you as provided below (the "**Term**"). We may terminate or suspend this Agreement or any Service immediately in our sole discretion by notice to you for any reason at any time. You may terminate this Agreement or any Service for any reason at any time by the means then specified by craftonart.com therefor. Termination or suspension of a Service will not terminate or suspend any other Service unless explicitly provided. Upon termination, all rights and obligations of the parties under this Agreement will terminate, except that Sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 14, 15, 16 and 18 will survive termination. Any terms that expressly survive according to the applicable Service Terms will also survive termination.

4. Licence

You grant us a royalty-free, non-exclusive, worldwide, irrevocable right and licence during the Term and for as long thereafter as you are permitted to grant the said licence under applicable Law to use, reproduce, perform, display (public communication), distribute, adapt, modify, re-format, create and exploit derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of Your Materials, and to sublicense the foregoing rights to our Affiliates and operators of craftonart.com Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (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 your removal requests as to specific uses of Your Trademarks (provided you are unable to do so using the standard functionality made available to you via the applicable craftonart.com Site or Services); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a licence from you or your Affiliates under applicable Law (e.g., fair use under copyright law, referential use under trademark law, or valid licence from a third party).

5. Representations

You represent and warrant to us that: (a) if you are a business, you are duly organized, validly existing and in good standing under the Laws of the territory in which your business is registered and are a resident of India for income tax purposes every financial year; (b) you have all requisite right, power and authority to enter into this Agreement and perform your obligations and grant the rights, licences and authorizations you grant hereunder; (c) you and all of your subcontractors, agents and suppliers will comply with all applicable Laws (including but not limited to procuring and maintaining applicable tax registrations) in your performance of your obligations and exercise of your rights under this Agreement; and (d) you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

6. Indemnification

You release us from, and agree to indemnify, defend and hold harmless us (and our officers, directors, employees, agents and Affiliates) against, any claim, loss, damage, settlement, cost, taxes, expense or other liability (including, without limitation, attorneys' fees) (each, a "**Claim**") arising from or related to: (a) your actual or alleged breach of any obligations in this Agreement; (b) any sales channels owned or operated by you, Your Products (including the offer, sale, fulfilment (except with respect to those of Your

Products that are fulfilled using the Fulfilment by craftonart.com Service, if any), refund, adjustment, or return thereof), Your Materials, 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; or (c) Your Taxes. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we determine in our sole discretion that any indemnified Claim might adversely affect us, we may take exclusive control of the defence at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

7. Disclaimer

a. THE CRAFTONART.COM SITE AND THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION AVAILABLE OR PROVIDED IN CONNECTION WITH THE SERVICES, ARE PROVIDED "AS-IS." AS A USER OF THE SERVICES, YOU ACCESS THE CRAFTONART.COM SITE, THE SERVICES AND ANY ONLINE PORTAL OR TOOL PROVIDED BY CRAFTONART.COM TO HELP YOU AVAIL THE SERVICES AT YOUR OWN RISK. WE AND OUR AFFILIATES WAIVE AND DISCLAIM: (1) ANY REPRESENTATIONS, WARRANTIES, DECLARATIONS OR GUARANTEES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES, DECLARATIONS OR GUARANTEES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (2) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; AND (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CRAFTONART.COM SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF ANY TRANSACTIONS. SOME JURISDICTIONS' LAWS DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY. IN WHICH CASE THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU, AND WE AND OUR AFFILIATES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT OR QUIET ENJOYMENT.

b. BECAUSE CRAFTONART.COM IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH OF YOU RELEASE CRAFTONART.COM (AND ITS AGENTS, AFFILIATES AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND

UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

8. Limitation of Liability

WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, DELICT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, ANY TYPE OF CIVIL RESPONSIBILITY OR OTHER THEORY) OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF CRAFTONART.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES. FURTHER, EXCEPT IN CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX MONTH PERIOD PAID BY YOU TO CRAFTONART.COM IN CONNECTION WITH THE PARTICULAR SERVICE AND THE CRAFTONART.COM SITE GIVING RISE TO THE CLAIM.

9. Insurance ??

If the Sales Proceeds from Your Transactions through the Fulfilment by craftonart.com Service in connection with the craftonart.com Site exceed the Insurance Threshold during each month over any period of three (3) consecutive months, or otherwise if requested by us, then within thirty (30) calendar days thereafter, you will maintain at your expense throughout the remainder of the Term public third party liability insurance in connection with the craftonart.com Site with at least the Insurance Limits per occurrence/aggregate covering liabilities caused by or occurring in conjunction with the operation of your business in connection with the craftonart.com Site, including products liability and bodily injury, naming craftonart.com and its assignees as additional insureds. At our request, you will provide to us certificates of insurance for the **coverage** to the following address: craftonart.com *Evergrow Solutions Pvt. Ltd. 23, Kamat Industrial Estate, Veer Savarkar marg, Prabhadevi, Mumbai – 400025; Attention: Risk Management.*

10. Tax Matters

As between the parties, you will be responsible for the collection and payment of any and all of Your Taxes together with the filing of all relevant returns, such as service tax, VAT / CST, Goods and Services Tax, cesses or other transaction taxes, and issuing valid invoices/ credit notes/ debit notes where required. craftonart.com is not responsible for collecting, remitting or reporting any service tax, VAT / CST, goods and services tax or other taxes arising from such sale. You are solely responsible for preparing, making and filing any tax audit report and statutory reports and other filings and responding to any tax or financial audits.

Unless stated otherwise, any and all fees payable by you pursuant to this Agreement are exclusive of all value added, service, sales, use, goods and services tax and other similar taxes, and you will pay any taxes that are imposed and payable on such amounts. If we are required by law or by administration thereof to collect any value added, service, sales, use, goods and services tax or similar taxes from you, you will pay such taxes to us. You will provide all necessary information including goods and services tax registered address, registration numbers, invoice mismatch details in a timely manner, to enable us to provide, report or correct goods and services tax invoices. Based on information provided, craftonart.com will deduce the location of recipient, the billing details, place of supply and applicable taxes.

If for any reason, any income tax or withholding tax or tax collection at source or such other taxes under applicable Law are determined to be deducted and deposited on any payments or remittances to you, craftonart.com will have the right to deduct and deposit any such applicable taxes with the appropriate regulatory authority. No claim in respect of the taxes deposited would be made by you against craftonart.com.

It is your responsibility as a seller on the craftonart.com Site to choose the most applicable product tax codes and assign Harmonized System of Nomenclature / Service accounting Code applicable for your listing, such that the correct tax rate is applied on all listings offered for sale by you. If we determine that you are not in compliance with this section, then we may suspend the services provided to you on the craftonart.com Site.

For reporting transactions undertaken by you on the craftonart.com Site, you should consider the Merchant Tax Report (MTR) made available to you on Seller Central.

In case of any discrepancy in the reporting / returns filed by you and craftonart.com, you agree that you will resolve such discrepancy immediately and indemnify craftonart.com against any tax, interest and penalty payable in this regard.

11. Confidentiality

During the course of your use of the Services, you may receive information relating to us or our Affiliates or to the Services that is not known to the general public ("**Confidential Information**"). You agree that: (a) all Confidential Information will remain craftonart.com's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Services and ensure that persons who have access to Confidential Information will be made aware of and will comply with the obligations in this provision; and (c) you will not otherwise disclose Confidential Information to any individual, company, or other third party, including any Affiliates. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks or logo in any way (including in promotional material) without our advance written

permission, or misrepresent or embellish the relationship between us in any way.

12. Force Majeure

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

13. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, association of persons, agency, franchise, sales representative, or employment relationship between the parties. craftonart.com is not an auctioneer, neither is it an intermediary between the customer and the seller. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section. This Agreement will not create an exclusive relationship between you and us.

14. Use of craftonart.com Transaction Information.

You will not, and will cause your Affiliates not to, directly or indirectly: (a) disclose or convey any craftonart.com Transaction Information (except you may disclose this information as necessary for you to perform your obligations under this Agreement and provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any craftonart.com Transaction Information for any marketing or promotional purposes whatsoever (except as permitted below), or otherwise in any way inconsistent with our or your privacy policies or applicable Law; (c) contact a Person that has ordered Your Product that has not yet been delivered with the intent to collect any amounts in connection therewith, to influence such Person to make an alternative purchase, or to harass such Person; (d) disparage us, our Affiliates, or any of their or our respective products or services or any customer; or (e) target communications of any kind on the basis of the intended recipient being an craftonart.com Site user. The terms of this Section 14 do not prevent you from using other information that you acquire without reference to craftonart.com Transaction Information for any purpose, even if such information is identical to craftonart.com Transaction Information, provided that you do not target communications on the basis of the intended recipient being an craftonart.com Site user.

15. Suggestions and Other Information

If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to the craftonart.com Site or Services (including any related Technology), we will be free to use, disclose, reproduce, modify,

licence, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history and posted content.

16. Modification

We may amend any of the terms and conditions contained in this Agreement (including the Service Terms and Programme Policies) at any time and solely at our discretion. Any changes will be effective upon the posting of such changes on Seller Central or on the craftonart.com Site, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. All notice of changes to the Agreement will be posted for at least 30 calendar days. Changes to Programme Policies may be made without notice to you. You should refer regularly to Your Account or Seller Central, respectively, to understand the current Agreement and Programme Policies and to be sure that the items you offer for sale can be sold via the Service in connection with the craftonart.com Site. YOUR CONTINUED USE OF A SERVICE AFTER CRAFTONART'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.

17. Password Security

Any password we provide to you may be used only during the Term to access Your Account or Seller Central, respectively, (or other tools we provide) to use the Service, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use Your Account in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

18. Miscellaneous

This Agreement will be governed by the laws of India, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the courts at Mumbai regarding any dispute with craftonart.com relating in any way to this Agreement or your use of the Services. You may not transfer or assign all or any portion of this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a

waiver of our right to enforce such provision or any other provision of this Agreement subsequently.

craftonart.com retains the right to immediately halt any transaction, prevent or restrict access to the Services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by the applicable Programme Policies.

The authentic language of this Agreement and subsidiary or associated documentation shall be English and any translations provided are for convenience only. In the event of any conflict or difference in interpretation between the English language version of this Agreement and subsidiary or associated documentation and any translation of them, the English language version and interpretation shall prevail. You agree we may communicate with you in English during the Term of this Agreement.

You agree that we may, in our sole discretion, disclose or make available any information provided or submitted by you or related to your participation under this Agreement (including information regarding Your Products or Your Transactions) to any judicial, quasi-judicial, governmental, regulatory or any other authority as may be required by us to co-operate and / or comply with any of their orders, instructions or directions or to fulfil any requirements under applicable Laws.

We will send you all notices, updates and other communications (including transactional, promotional and/or commercial communication) at the e-mail addresses designated by you, or within Seller Central or Your Account respectively, or on the mobile number provided by you or any other means then specified by craftonart.com. For contractual purposes, you consent to receive such communications through any mode including SMS, e-mail, phone calls etc. If at any time, now or in the future, you decide to change your preferences, visit the Seller Central Notification Preferences page via seller.craftonart.com and follow the steps.

You may change your e-mail addresses or phone numbers via Your Account. Please update these details (including your legal name and address) as often as necessary to ensure that they are accurate.

You must send all notices and other communication relating to craftonart.com to us by using the applicable contact form. Please continue to use Seller Central as the primary means of managing your orders and seller account.

This Agreement incorporates and you hereby accept the applicable Service Terms and the applicable Programme Policies, which craftonart.com may modify from time to time. In the event of any conflicts between the Programme Policies and this Agreement, the Programme Policies will prevail. This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter described herein and

supersedes any previous or contemporaneous oral or written agreements and understandings.

Definitions

As used in this Agreement, the following terms have the following meanings:

"Affiliate" means with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with, such entity, except with respect to craftonart.com, "Affiliate" means solely its Affiliates domiciled in India.

"craftonart.com Associated Properties" means any website or other online point of presence, other than the craftonart.com Site, through which any craftonart.com Site or products or services available thereon are syndicated, offered, merchandised, advertised or described.

"craftonart.com Site" means www.craftonart.com.

"craftonart.com Transaction Information" means, collectively, Order Information, and any other data or information acquired by you or your Affiliates from craftonart.com or its Affiliates, or otherwise as a result of the Agreement, the transactions contemplated hereby or the parties' performance hereunder.

"Business Days" means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in Mumbai, India.

"Content" means copyrightable works and other content protected under applicable Laws.

"Excluded Products" means any products or other items set forth in the excluded products list for the craftonart.com Site or any other **craftonart.com** Programme Policy that applies to your use of a Service, and any other products or other items that in craftonart.com's sole discretion are not supported for a Service.

"Insurance Limits" means INR 5,00,00,000

"Insurance Threshold" means INR 5,00,000

"Intellectual Property Rights" means any patent, copyright, Trademark, moral right, trade secret right or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

"Law(s)" means any law, ordinance, rule, regulation, order, licence, permit, judgment, decision or other requirement, now or hereafter in effect, of any governmental authority of competent jurisdiction.

"Local Currency" means Indian Rupees (INR).

"Order Information" means, with respect to any of Your Products sold through the craftonart.com Site, the order information and shipping information that we provide or make available to you.

"Person" means any individual, company, corporation, partnership, limited liability partnership, governmental authority, association, joint venture, division or other cognizable entity, whether or not having distinct legal existence.

"Programme Policies" means, for the craftonart.com Site, all terms, conditions, policies, guidelines, rules and other information on the craftonart.com Site or on Seller Central, including those shown on the "Policies and Agreements" section of Seller Central for the craftonart.com Site or elsewhere in the "Help" section of Seller Central or Your Account respectively (and, for purposes of the Fulfilment by craftonart.com Service for the craftonart.com Site).

"Purchase Price" means the total gross amount payable or paid by a customer for Your Product (including taxes and customs duties).

"Sales Proceeds" means the gross sales proceeds paid by customers in the course of any of Your Transactions, including the Purchase Price, all shipping and handling, gift wrap and other charges, any taxes and customs duties.

"Seller Central" means the online portal and tools made available by craftonart.com to you, for your use in managing your orders, inventory and presence on the craftonart.com Site.

"Service" means each of the following services that craftonart.com makes available on or in connection with the craftonart.com Site: the Selling on craftonart.com Service and the Fulfilment by craftonart.com Service.

"Service Terms" means the service terms specific to each Service set forth herein and made a part of this Agreement upon the date you elect to register for the applicable Service.

"Technology" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology or other functional item.

"Trademark" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia or other source or business identifier, protected or protectable under applicable Laws.

"Your Account" means the particular account in our systems, in which information about Your Transactions is recorded, and which is one of the online portals and tools which craftonart.com may make available to you, for your use in managing your orders, inventory and presence on the craftonart.com Site.

"Your Materials" means all Technology, Your Trademarks, Content, Required Product Information, data, materials, and other items provided or made available by you or your Affiliates to craftonart.com or its Affiliates.

"Your Product" means any product that is made available for listing for sale, offered for sale or sold by you through the Selling on craftonart.com Service and/or fulfilled or otherwise processed through the Fulfilment by craftonart.com Service in connection with Your Account.

"Your Sales Channels" means all sales channels and other means through which you or any of your Affiliates offer or sell products, other than physical stores.

"Your Taxes" means any and all value added, service, sales, use, excise, import, export, goods and services tax and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products by you on or through or in connection with the Services, or otherwise in connection with any action, inaction or omission of you or your Affiliates or your or their respective employees, agents, contractors or representatives. Also, as it is used in the Fulfilment by craftonart.com Service Terms, this defined term also means any of the types of taxes mentioned above that are imposed on or collectible by craftonart.com or any of its Affiliates in connection with or as a result of: (a) the storage of inventory, packaging, Your Products and other materials owned by you and stored by craftonart.com; or (b) the fulfilment, shipping, gift wrapping or other actions by craftonart.com to Your Products pursuant to the Fulfilment by craftonart.com Service Terms.

"Your Trademarks" means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

"Your Transaction" means any sale of Your Product(s) through the craftonart.com Site.

Selling on craftonart.com Service Terms

The Selling on craftonart.com Service ("**Selling on craftonart.com**") is a Service that allows you to list products for sale directly via the craftonart.com Site. Selling on craftonart.com is operated by Evergrow Solutions Pvt. Ltd. These Selling on craftonart.com Service Terms are part of the Evergrow Solutions Pvt. Ltd Agreement ("**Business Solutions Agreement**"), but, unless specifically provided otherwise, concern and apply only to your participation in Selling on craftonart.com. BY REGISTERING FOR OR USING SELLING ON CRAFTONART.COM, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE [BUSINESS SOLUTIONS AGREEMENT](#) AND THESE SELLING ON CRAFTONART.COM SERVICE TERMS. Unless defined in these Selling on craftonart.com Service Terms, all capitalized terms have the meanings given them in the Business Solutions Agreement.

S-1. Your Product Listings and Orders

S-1.1 Products and Product Information. You will, in accordance with applicable Programme Policies, provide in the format we require accurate and complete Required Product Information for each product that you make available to be listed for sale through the craftonart.com Site and promptly update such information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Products (including packaging) and your offer and subsequent sale of any of the same on the craftonart.com Site comply with all applicable Laws (including all marking and labeling requirements) and do not contain any sexually explicit, defamatory or obscene materials or any unlawful materials. You may not provide any information for, or otherwise seek to list for sale on the craftonart.com Site, any Excluded Products; or provide any URL Marks for use, or request that any URL Marks be used, on the craftonart.com Site. For each item you list on the craftonart.com Site, you will provide to us the state or country from which the item ships.

S-1.2 Product Listing; Merchandising; Order Processing. We will list Your Products for sale on the craftonart.com Site in the applicable product categories which are supported for third party sellers generally on the craftonart.com Site on the applicable Selling on craftonart.com Launch Date, and conduct merchandising and promote Your Products as determined by us (including via the craftonart.com Associated Properties or any other functions, features, advertising, or programs on or in connection with the craftonart.com Site). craftonart.com reserves its right to restrict at any time in its sole discretion the access to list in any or all categories on the craftonart.com Site. We may use mechanisms that rate, or allow shoppers to rate, Your Products and/or your performance as a seller on the craftonart.com Site and craftonart.com may make these ratings and feedback publicly available. We will provide Order Information to you for each of Your Transactions. Sales Proceeds will be paid to you only in accordance with Section S-6.

S-1.3 Shipping and Handling Charges. For Seller-Fulfilled Products, you will determine shipping and handling charges via and subject to our standard functionality and categorizations for the craftonart.com Site and further subject

to any shipping and handling charge Programme Policies for the craftonart.com Site. Any such amounts, paid by the customer towards shipping and handling charges, shall be your proceeds, subject to deduction of applicable charges as may be determined by us and you are solely responsible for reporting and remitting any applicable taxes on the shipping and handling charges. For craftonart.com-Fulfilled Products, craftonart.com will determine what the shipping fees will be and will display and collect them accordingly in accordance with the Fulfilment by craftonart.com Service Terms.

S-1.4 Credit Card Fraud. We will bear the risk of credit card fraud (i.e. a fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Your Transactions, and you will bear all other risk of fraud or loss; provided, that we will not bear the risk of credit card fraud in connection with any Seller-Fulfilled Product that is not fulfilled strictly in accordance with the Order Information and Shipment Information. We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any of Your Transactions. You will stop and/or cancel orders of Your Products if we ask you to do so (provided that if you have transferred Your Products to the applicable carrier or shipper, you will use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper). You will refund any customer (in accordance with [Section S-2.2](#)) that has been charged for an order that we stop or cancel.

S-2. Sale and Fulfilment, Refunds and Returns

S-2.1 Sale and Fulfilment. Other than as described in the Fulfilment by craftonart.com Service Terms (if applicable to you), for the craftonart.com Site for which you register or use the Selling on craftonart.com Service, you will: (a) source, sell, fulfil, ship and deliver your Seller-Fulfilled Products, and source and sell your craftonart.com-Fulfilled Products, in each case in accordance with the terms of the applicable Order Information, these Service Terms and the Agreement, and all terms provided by you and displayed on the craftonart.com Site at the time of the order and be solely responsible for and bear all risk for such activities; (b) package each of Your Products in a commercially reasonable manner and ship each of Your Products on or before its Estimated Ship Date; (c) retrieve Order Information at least once each Business Day; (d) not cancel any of Your Transactions except as may be permitted pursuant to your terms and conditions appearing on the craftonart.com Site at the time of the applicable order (which terms and conditions will be in accordance with this Agreement) or as may be required under this Agreement; (e) ship Your Products throughout India (except to the extent prohibited by applicable Law or this Agreement); (f) provide to craftonart.com information regarding shipment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and we may make any of this information publicly available; (g) comply with all Street Date instructions; (h) notwithstanding any other provision of these Service Terms, ensure that you are the seller of all products made available for listing for sale hereunder; (i) include an order-specific packing slip within each shipment of Your Products; (j) identify yourself as the

seller of the product on all packing slips or other information included with Your Products and as the Person to which a customer may return the applicable product; and (k) not send customers emails confirming orders or shipments of Your Products (except that to the extent we have not yet enabled functionality for Your Account that allows payment to be processed on the basis of when shipment occurs, then you will send customers emails confirming shipment of Your Products in a format and manner reasonably acceptable to us). For craftonart.com-Fulfilled Products, if any, the Fulfilment by craftonart.com Service Terms will apply to the storage, fulfilment and delivery of such craftonart.com-Fulfilled Products.

S-2.2 Returns and Refunds. For all of Your Products that are not fulfilled using Fulfilment by craftonart.com, you will accept and process returns, refunds and adjustments in accordance with these Service Terms and the craftonart.com Refund Policies published at the time of the applicable order, and we may inform customers that these policies apply to Your Products. You will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to customers in connection with Your Transactions, using a functionality we enable for Your Account. This functionality may be modified or discontinued by us at any time without notice and is subject to the Programme Policies and the terms of this Business Solutions Agreement. You will route all such payments through craftonart.com. We will provide any such payments to the customer (which may be in the same payment form originally used to purchase Your Product), and you will reimburse us for all amounts so paid. For all of Your Products that are fulfilled using Fulfilment by craftonart.com, the craftonart.com Refund Policies published at the time of the applicable order will apply and you will comply with them. You will promptly provide refunds and adjustments that you are obligated to provide under the applicable craftonart.com Refund Policies and as required by Law, and in no case later than thirty (30) calendar days following after the obligation arises. For the purposes of making payments to the customer (which may be in the same payment form originally used to purchase Your Product), you authorize us to make such payments or disbursements from your available balance in the Nodal Account (as defined in Section S-6). In the event your balance in the Nodal Account is insufficient to process the refund request, we will process such amounts due to the customer on your behalf, and you will reimburse us for all amounts so paid.

S-3. Problems with Your Products

S-3.1 Delivery Errors and Nonconformities; Recalls. You are responsible for: any non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of Your Products, except to the extent caused by: (a) credit card fraud for which we are responsible under [Section S-1.4](#); or (b) our failure to make available to you Order Information as it was received by us or resulting from address verification . Notwithstanding the previous sentence, for craftonart.com-Fulfilled Products, if any, the Fulfilment by craftonart.com Service Terms will apply to non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of those of

Your Products. You are also responsible for any non-conformity or defect in, or any public or private recall of, any of Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Products.

S-3.2 A-to-z Guarantee and Chargebacks. If we inform you that we have received a claim under the "A-to-z Guarantee" offered on the craftonart.com Site, or any chargeback or other dispute, concerning one of Your Transactions, you will deliver to us: (a) proof of delivery of Your Product(s) (as applicable); (b) the applicable craftonart.com order identification number; and (c) a description of Your Product(s) (as applicable). If you fail to comply with the prior sentence, or if the claim, chargeback, or dispute is not caused by: (y) credit card fraud for which we are responsible under [Section S-1.4](#); or (z) our failure to make your Order Information available as the same was received by us or resulting from address verification, then you will promptly reimburse us in accordance with the [Service Fee Payments section](#) of the Business Solutions Agreement for the amount of the customer purchase (including the Purchase Price, all associated shipping and handling charges and all taxes, but excluding any associated Referral Fees retained and not subject to refund by craftonart.com) and all associated credit card association, bank or other payment processing, re-presentment and/or penalty fees associated with the original purchase and any chargeback or refund, in each case to the extent paid or payable by us or our Affiliates.

S-4. Parity with Your Sales Channels

Subject to this [Section S-4](#), you are free to determine which of Your Products you wish to list for sale on the craftonart.com Site. You will maintain parity between the products you offer through Your Sales Channels and the products you list on the craftonart.com Site by ensuring that at the applicable Selling on craftonart.com Launch Date and thereafter: (a) the Purchase Price and every other term of offer and/or sale of Your Product (including associated shipping and handling charges, Shipment Information, any "low price" guarantee, rebate or discount, any free or discounted products or other benefit available as a result of purchasing one or more other products, and terms of applicable return and refund policies) is at least as favourable to users of the craftonart.com Site as the most favourable terms upon which a product is offered and/or sold via Your Sales Channels (excluding consideration of Excluded Offers); (b) customer service for Your Products listed on the craftonart.com Site is at least as responsive and available and offers at least the same level of support as the most favourable customer services offered in connection with any of Your Sales Channels (provided that any such customer service will at all times be conducted in a timely, professional and courteous manner) (this requirement does not apply to customer service for payment-related issues on Your Transactions, which we will provide); and (c) the Content, Required Product Information and other information under [Section S-1.1](#) regarding Your Products listed on the craftonart.com Site that you provide to us is of at least the same level of quality as the highest quality information displayed or used in Your Sales Channels. If you become aware of any non-compliance with (a) above, you will promptly compensate

adversely affected customers by making appropriate refunds to them in accordance with Section S-2.2. For craftonart.com-Fulfilled Products, we acknowledge that if the shipping and handling charges associated with the sale and delivery of any of Your Products listed for sale on the craftonart.com Site are included in (and not separately stated) the purchase price listed for Your Products on the craftonart.com Site (collectively a "**Shipping Inclusive Purchase Price**"), then the parity obligation in (a) above will be satisfied if the Shipping Inclusive Purchase Price and each other term of offer and/or sale for the product on the craftonart.com Site are at least as favourable to users of the craftonart.com Site as the purchase price and each other term of offer and/or sale for the product (including any and all separately stated shipping and handling charges) pursuant to which the product is offered and/or sold via any of Your Sales Channels other than the craftonart.com Site.

S-5. Compensation ??

You will pay us: (a) the applicable Referral Fee; (b) any applicable Closing Fees; and (c) if applicable, the non-refundable Selling on craftonart.com Subscription Fee in advance for each month (or for each transaction, if applicable) during the Term of this Agreement. "**Selling on craftonart.com Subscription Fee**" means the fee specified as such on the [Selling on craftonart.com Fee Schedule](#) for the craftonart.com Site at the time such fee is payable. With respect to each of Your Transactions: (x) "**Sales Proceeds**" has the meaning set out in the Business Solutions Agreement; (y) "**Closing Fees**" means the applicable fee, if any, as specified in the [Selling on craftonart.com Fee Schedule](#) for the craftonart.com Site; and (z) "**Referral Fee**" means the applicable percentage of the Sales Proceeds from Your Transaction through the craftonart.com Site specified on the [Selling on craftonart.com Fee Schedule](#) for the craftonart.com Site at the time of Your Transaction, based on the categorization by craftonart.com of the type of product that is the subject of Your Transaction; provided, however, that Sales Proceeds will not include any shipping charge set by us in the case of Your Transactions that consist solely of craftonart.com-Fulfilled Products. Except as provided otherwise, all monetary amounts contemplated in these Service Terms will be expressed and provided in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency.

All taxes or surcharges imposed on fees payable by you to craftonart.com will be your responsibility.

S-6 Sales Proceeds & Refunds.

S-6.1.Nodal Account. Remittances to you for Your Transactions (excluding COD transactions) will be made through a nodal account (the "**Nodal Account**") in accordance with the directions issued by Reserve Bank of India for the opening and operation of accounts and settlement of payments for electronic payment transactions involving intermediaries vide its notification RBI/2009-10/231 DPSS.CO.PD.No.1102 / 02.14.08/ 2009-10 dated November 24, 2009. Remittance to you for COD transactions shall be made through the online bank or any other mutually agreed and other means used to transfer to

Your Bank Account. You hereby agree and authorize us to collect payments on your behalf from customers for any sales made through the COD mechanism. You authorize and permit us to collect and disclose any information (which may include personal or sensitive information such as Your Bank Account information) made available to us in connection with this Agreement to a bank, auditor, processing agency, or third party contracted by us in connection with this Agreement.

Subject to and without limiting any of the rights described in Section 2 of the General Terms, we may hold back a portion of your Sale Proceeds as a separate reserve ("**Reserve**"). The Reserve will be in an amount as determined by us and the Reserve will be used only for the purpose of settling the future claims of customers in the event of non-fulfilment of delivery to the customers of your Products keeping in mind the period for refunds and chargebacks.

Payment Period: 10th of Every month for the Sale of Previous Calendar Month.

S-6.2. Except as otherwise stated in this Agreement (including without limitation Section 2 of the General Terms), you authorize us and we will remit the Settlement Amount to Your Bank Account on the Payment Date in respect of an Eligible Transaction. When you either initially provide or later change Your Bank Account information, the Payment Date will be deferred for a period of up to 14 calendar days. You will not have the ability to initiate or cause payments to be made to you. If you refund money to a customer in connection with one of Your Transactions in accordance with Section S-2.2, on the next available Designated Day for craftonart.com Site, we will credit you with the amount of the Referral Fee paid by you to us attributable to the amount of the customer refund, less the Refund Administration Fee for each refund, which amount we may retain as an administrative fee.

"Eligible Transaction" means Your Transaction against which the actual shipment date has been confirmed by you.

"Designated Day" means any particular Business Day of the month designated by craftonart.com on a monthly basis, in its sole discretion, for making remittances to you.

"Payment Date" means the Designated Day falling immediately after 30 calendar days (or less in our sole discretion) of the Eligible Transaction.

"Settlement Amount" means Sales Proceeds (which you will accept as payment in full for the sale and shipping and handling of Your Products), less: (a) the Referral Fees due for such sums; (b) any Selling on craftonart.com Subscription Fees due; (c) taxes required to be charged by us on our fees; (d) any refunds due to customers in connection with the craftonart.com Site; (e) Reserves, as may be applicable, as per this Agreement; (f) Closing Fees, if applicable; (g) any other applicable fee prescribed under the Programme

Policies (including fee payable under the FBC Fee Schedule for craftonart.com Site), if applicable; and (h)tax collected at source under applicable Law.

S-6.3. In the event that we elect not to recover from you a customer's chargeback, failed payment, or other payment reversal (a "**Payment Failure**"), you irrevocably assign to us all your rights, title and interest in and associated with that Payment Failure.

S-7. Control of Site

Notwithstanding any provision of this Agreement, we will have the right in our sole discretion to determine the content, appearance, design, functionality and all other aspects of the craftonart.com Site and the Selling on craftonart.com Service (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of, and prevent or restrict access to any of the craftonart.com Site and the Selling on craftonart.com Service and any element, aspect, portion or feature thereof (including any listings), from time to time) and to delay or suspend listing of, or to refuse to list, or to de-list, or require you not to list any or all products on the craftonart.com Site in our sole discretion.

S-8. Effect of Termination

Upon termination of these Selling on craftonart.com Service Terms in connection with the craftonart.com Site, all rights and obligations of the parties under these Service Terms with regard to the craftonart.com Site will be extinguished, except that the rights and obligations of the parties with respect to Your Transactions occurring during the Term will survive the termination or expiration of the Term.

S-9. Tax Matters

In addition to the General Terms, you agree that, unless otherwise agreed by craftonart.com in advance in writing, the price stated by you for Your Products is inclusive of all taxes including VAT/CST, customs duty, excise duty or other tax or levy that you may be required to remit in connection with such sale.

All payments by craftonart.com to you shall be made subject to any applicable withholding taxes and tax collection at source under all applicable Laws. craftonart.com will retain, in addition to its net fees together with any applicable taxes craftonart.com determines it is obligated to charge or collect on the fees, an amount equal to the legally applicable withholding taxes at the applicable rate. You are responsible for deducting and depositing the legally applicable taxes and delivering to craftonart.com sufficient documents evidencing the deposit of such tax. Upon receipt of the evidence of deduction of such tax, craftonart.com will remit the amount evidenced in the certificate to you. Upon your failure to duly deposit these taxes and provide evidence to that effect within five (5) Business Days from the end of the relevant month, craftonart.com shall have the right to utilize the retained amount for discharging its tax liability.

Where you have deposited the taxes, you will issue an appropriate tax withholding certificate for such amount to craftonart.com and craftonart.com shall provide the necessary support and documentation as may be required by you for discharging your obligations.

craftonart.com has the option to obtain an order for lower or NIL withholding tax from the Indian Revenue authorities. In case craftonart.com successfully procures such an order, it will communicate the same to you. In that case, the amounts retained shall be in accordance with the directions contained in the order as in force at the point in time when tax is required to be deducted at the source.

Selling on craftonart.com Definitions

"craftonart.com-Fulfilled Products" means any of Your Products that are fulfilled using the Fulfilment by craftonart.com Service.

"craftonart.com Refund Policies" means the return and refund policies published on the craftonart.com Site.

"Estimated Ship Date" means, with respect to any of Your Products, either: (a) the end of the shipping availability period (which begins as of the date on which the relevant order is placed by the customer), or the shipping availability date, as applicable, specified by you in the relevant inventory/product data feed for Your Product on the craftonart.com Site; or (b) if you do not specify shipping availability information in such inventory/product data feed or Your Product is in a product category that craftonart.com designates as requiring shipment within two (2) days (excluding Sundays and public holidays), (2) days (excluding Sundays and public holidays) after the date on which the relevant order is placed by the customer.

"Excluded Offer" means any discount, rebate, promotional offer, or other term of offer and/or sale that you: (a) have attempted to make available through the craftonart.com Site but that we do not honour or support (but only until such time as we honour or support the same on the craftonart.com Site); or (b) make available solely to third parties that either (i) purchase products solely for resale and who are not end users of such products (i.e., wholesale purchasers), or (ii) have affirmatively elected and opted-in to participate in your and/or one of its affiliates' membership-based customer loyalty or customer incentive programs.

"Refund Administration Fee" means the lesser of INR 300 or twenty percent (20%) of the applicable Referral Fee.

"Required Product Information" means, with respect to each of Your Products in connection with the craftonart.com Site, the following (except to the extent expressly not required under the applicable Programme Policies): (a) description; (b) SKU and EAN/UPC numbers and other identifying information as craftonart.com may reasonably request; (c) information regarding in-stock status and availability, shipping limitations or requirements,

and Shipment Information (in each case, in accordance with any categorizations prescribed by craftonart.com from time to time); (d) categorization within each craftonart.com product category and browse structure as prescribed by craftonart.com from time to time; (e) digitized image that accurately depicts only Your Product and does not include any additional logos, text or other markings (and that complies with any craftonart.com published image guidelines); (f) Purchase Price; (g) shipping and handling charge (in accordance with our standard functionality therefor); (h) any text, disclaimers, warnings, notices, labels or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising or sale of Your Product; (i) any vendor requirements, restocking fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product; (j) brand; (k) model; (l) product dimensions; (m) weight; (n) a delimited list of technical specifications; (o) SKU and EAN/UPC numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalogue; and (p) any other information reasonably requested by us (e.g., the condition of used or refurbished products, Harmonized System of Nomenclature / Service Accounting Code).

"Seller-Fulfilled Products" means any of Your Products that are not fulfilled using the Fulfilment by craftonart.com Service.

"Selling on craftonart.com Launch Date" means the date on which we first list one of Your Products for sale on the craftonart.com Site.

"Shipment Information" means, with respect to any of Your Products, the estimated or promised shipment and/or delivery date.

"Street Date" means the date(s), if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly, or such product should not be delivered or otherwise made available to customers.

"URL Marks" means any Trademark, or any other logo, name, phrase, identifier or character string, that contains or incorporates any top level domain (e.g., .com, co.in, co.uk, .in, .de, .es, .edu, .fr, .jp) or any variation thereof (e.g., dot com, dotcom, net, or com).

"Your Transaction" is defined in the Business Solutions Agreement; however, as used in these Service Terms, it shall mean any and all such transactions through Selling on craftonart.com only.

Fulfilment by craftonart.com Service Terms

Fulfilment by craftonart.com ("**FBC**") provides fulfilment and associated services for Your Products. FBC is operated by Evergrow Solutions Pvt. Ltd.

These FBC Service Terms are part of the Evergrow Solutions Agreement ("**Business Solutions Agreement**"), and, unless specifically provided otherwise, concern and apply only to your participation in FBC. BY REGISTERING FOR OR USING FBC, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE [BUSINESS SOLUTIONS AGREEMENT](#) AND THESE FBC SERVICE TERMS. Unless defined in these FBC Service Terms, all capitalized terms are as defined in the Business Solutions Agreement.

F.1. Your Products

Once you are accepted into FBC, you must apply to register each product you sell that you wish to include in the FBC programme in connection with the craftonart.com Site. You may not include any product in the FBC programme which is a FBC Excluded Product for the craftonart.com Site you wish to register Your Product with. We may refuse registration in FBC of any product in connection with the craftonart.com Site, including on the basis that it is an FBC Excluded Product or that it violates applicable Programme Policies. You may at any time withdraw registration of any of Your Products from FBC in connection with the craftonart.com Site.

F.2. Product and Shipping Information

You will, in accordance with applicable Programme Policies, provide in the format we require accurate and complete information about Your Products registered in FBC (including Harmonized System of Nomenclature / Service accounting Code, if applicable). You will promptly update any information about Your Products in accordance with our requirements and as necessary so that the information is at all times accurate and complete.

F.3. Shipping to craftonart.com

F.3.1. Except as otherwise provided in [Section F-5](#), for the craftonart.com Site you register Units in connection with, such Units will be delivered to customers in India only. You will ship Units to us in accordance with applicable Programme Policies for the craftonart.com Site Your Products are registered in connection with. You will ensure that: (a) all Units are properly packaged for protection against damage and deterioration during shipment and storage; (b) terms of freight "C.I.P. (Carriage and Insurance Paid) Destination"; and (c) all Units comply with craftonart.com's labelling and other requirements. You will be responsible for all costs incurred to ship the Units to the shipping destination (including costs of freight and transit insurance). You will prepay all such shipping costs and craftonart.com will not pay any shipping costs except as provided in [Section F-3.2](#). You are responsible for payment of all duties, custom duty, taxes and other charges. If you ship Units to a Site Fulfilment Centre from outside of India, you will list yourself as the importer/consignee and nominate a customs broker. If craftonart.com is listed on any import documentation, craftonart.com reserves the right to refuse to accept any Units covered by the import documents and any costs assessed against or incurred by craftonart.com will be collected by any means permitted by this Agreement.

In the case of any improperly packaged or labelled Unit, we may return the Unit to you at your expense (pursuant to [Section F-7](#)).

F.3.2. You will not deliver to us any Unsuitable Unit, and we may refuse to accept any shipment (including any Unsuitable Unit). We may return or dispose of or destroy any Unsuitable Unit as provided in Section F-7 (and you will be deemed to have consented to such action): (a) immediately if we determine in our sole discretion that the Unit creates a safety, health or liability risk to craftonart.com, our personnel or any third party; or (b) if you fail to direct us to return or dispose of or destroy any Unsuitable Unit within thirty (30) days after we notify you that the Unit has been recalled; or (c) except as otherwise provided in this Section F-3.2, if you refuse or fail to direct us to return or dispose of or destroy any Unsuitable Unit within ninety (90) calendar days after we notify you that we are in possession of it. In addition, you will compensate us for any damages incurred including any expenses we incur in connection with any Unsuitable Units.

F.4. Storage

We will provide storage services as described in these FBC Service Terms once we confirm receipt of delivery. We will keep electronic records that track inventory of Units by identifying the number of Units stored in any Site Fulfilment Centre. We will not be required to physically mark Units.

If there is a loss of or damage to any Units while we store them, we will, as your sole remedy, pay you the applicable Replacement Value (as described and defined in the [FBC Guidelines for the craftonart.com Site](#)).

Payment of the Replacement Value is our total liability for any duties or obligations that we or our agents or representatives may have as a bailee or warehouseman, and your only right or remedy that you may have as a bailor. The Replacement Value is inclusive of any VAT/CST/good and services tax (as applicable) and if the Replacement Value is subject to VAT/CST/goods and services tax, you agree to provide a valid VAT/CST/goods and services tax invoice to craftonart.com. In consideration of payment of the Replacement Value, the title in such Units will transfer to us and we will be entitled to dispose of, destroy or otherwise deal in such Units in any manner that we deem fit. You will have no security interest, lien or other claim to the proceeds that we receive from sale, disposal of or otherwise in connection with such Units. At all other times, you will be solely responsible for any loss of, or damage to, any Units. Our confirmed receipt of delivery does not: (a) indicate or imply that any Unit has been delivered free of loss or damage, or that any loss or damage to any Unit later discovered occurred after confirmed receipt of delivery; (b) indicate or imply that we actually received the number of Units of Your Product(s) specified by you for such shipment; or (c) waive, limit or reduce any of our rights under this Business Solutions Agreement. We reserve the right to impose, and change from time to time, scheduling restrictions and volume limitations on the delivery and storage of your inventory in the Site Fulfilment Centres, and you will comply with any of these restrictions or limitations.

F.5. Fulfilment

We will ship Units from our inventory of Your Products in connection with the craftonart.com Site to the shipping addresses in India included in valid customer orders. We may ship Units together with products purchased from other merchants.

F.6. Customer Returns

F.6.1. We will receive and process returns of any craftonart.com Fulfilment Units in accordance with the terms of your Seller Agreement, these FBC Service Terms and the Programme Policies for the craftonart.com Site. Any Sellable Units registered in connection with the craftonart.com Site that are also craftonart.com Fulfilment Units and that are properly returned will be placed back into the inventory of Your Products in the FBC programme for the craftonart.com Site. We may fulfil customer orders for Your Products in connection with the craftonart.com Site with any craftonart.com Fulfilment Units returned in connection with the craftonart.com Site. Except as provided in Section F-7, you will retake title of all Units that are returned by customers.

F.6.2. Except as provided in Section F-5, we will, at your direction, either return or dispose of or destroy any craftonart.com Fulfilment Unit that is returned to us and that we determine is an Unsuitable Unit as provided in Section F-7. Without limitation of our rights under Section F-7.1, we may elect to return or dispose of or destroy that Unsuitable Unit as provided in Section F-7, and you will be deemed to have consented to our election if you fail to direct us to return or dispose of or destroy the Unsuitable Unit within ninety (90) calendar days after we notify you of the Unsuitable Unit.

F.6.3. You will be responsible for all tax obligations including but not limited to VAT/CST, sales, service and goods and services taxes as result of any returns.

F.7. Returns to You and Disposal

F.7.1. You may, at any time, request that Units be returned to you. We may return Units to you for any reason, including upon termination of these Service Terms. These returned shipments will be sent to your designated shipping address in the territory in which the applicable Site Fulfilment Centre is located (or, at craftonart.com's sole discretion, your designated shipping address within India. If the address we have for you in connection with the craftonart.com Site is outdated, incorrect or outside India or if we cannot make arrangements for you to pay for the return shipment, the Unit(s) will be deemed abandoned and we may elect to dispose of or destroy the Unit(s) as provided herein. For all Units that are returned to you, you are solely responsible for issuing any statutory forms or other documents, including but not limited to invoices, stock transfer forms, delivery challans etc., required to return the Units back to you. You are also solely responsible for dealing with clearing the Units from any checkpoints.

F.7.2. You may, at any time, request that we dispose of or destroy Units. We may dispose of or destroy any Unit we are entitled to dispose of or destroy in the manner we prefer. Subject to Section F.4 above, title to each disposed or destroyed Unit will transfer to us as necessary for us to dispose of or destroy the Unit, and we will retain all proceeds, if any, received from the disposal of any Unit.

F.7.3. You will promptly notify us of any recalls or threatened recalls of any of Your Products and cooperate and assist us in connection with any recalls, including by initiating the procedures for returning items to you under our standard processes. You will be responsible for all costs and expenses you, we or any of our or your Affiliates incur in connection with any recall or threatened recall of any of Your Products (including the costs to return, store, repair, liquidate or deliver to you or any vendor any of these products).

F.7.4. Disposal of Unsuitable Units. In the event any craftonart.com Fulfilment Unit is returned to our Site Fulfilment Centre on account of being an Unsuitable Unit, then we may, without limiting any of our other rights under this Agreement (including as described in Section F.3.2), destroy such Unit in case (a) you fail to remove such Unit from our Site Fulfilment Centre within a period of ninety (90) days from the date we notify you; and (b) if we in our sole and absolute discretion determine that such Unit has no Replacement Value.

F.8. Reporting

You are responsible for raising or collecting from customers any appropriate documentation including invoices, delivery challans, way bills, stock transfer forms (e.g., Form F) or any other statutorily required documentation for reporting of both dispatch and arrivals of the shipment of Units to and from Site Fulfilment Centres. You will be solely responsible for clearing any goods held up at any checkpoints or seized by tax authorities as a result of non-compliance of any required documentation requirements.

F.9. Customer Service

F.9.1. We will be responsible for and have sole discretion regarding all customer service issues relating to packaging, handling and shipment and customer returns, refunds and adjustments related to craftonart.com Fulfilment Units. We will have the right to determine on your behalf, whether a customer will receive a refund, adjustment or replacement for any craftonart.com Fulfilment Unit and to require you to reimburse us where we determine you have responsibility in accordance with the Business Solutions Agreement (including these Service Terms and the Programme Policies for the applicable craftonart.com Site). Except as provided in this [Section F-9](#) regarding any craftonart.com Fulfilment Units, customer service will be handled as set forth in your Seller Agreement. You will be responsible for VAT/CST related customer service enquiries including but not limited to pricing and tax obligations including but not limited to VAT/CST, sales, service and goods and services taxes invoices and credit memos.

F.9.2. In situations relating to craftonart.com Fulfilment Units where the wrong item was delivered or the item was damaged or lost or is missing, unless we determine that the basis for such request is caused by you or any of your employees, agents or contractors, we will, as your sole and exclusive remedy and at our option for any craftonart.com Fulfilment Unit (i) ship a replacement Unit to the customer and pay you the applicable Replacement Value (as described in the [FBC Guidelines for the craftonart.com Site](#)) for the replacement Unit or (ii) process a refund to the customer and pay you the Replacement Value for the Unit. Any customer refund will be processed in accordance with the Selling on craftonart.com Service Terms. Notwithstanding the terms of the Selling on craftonart.com Service Terms, we will be entitled to retain the applicable Fees payable to us under the Selling on craftonart.com Service Terms and these Service Terms, respectively. Except as expressly provided in this [Section F-9.3](#) you will be responsible for all costs associated with any replacement or return.

F.9.3. If we provide a replacement Unit or refund as described in the preceding sentence to a customer and that customer returns the original Unit to us, we will be entitled to dispose of /destroy the Unit pursuant to [Section F-7](#), or, if it is a Sellable Unit, we may, at our option, place such Unit back into your inventory in accordance with [Section F-6](#). If we do put it back into your inventory, you will compensate us for the applicable Replacement Value of the returned Unit. Any replacement Unit shipped by us under these Service Terms will be deemed to be, and will be treated in the same manner as, an order and sale of such Unit from you to the customer via the craftonart.com Site in accordance with the Business Solutions Agreement and your Seller Agreement, and will be subject to all terms and conditions applicable thereto.

F.10. Compensation

F.10.1. Fees. You will pay us the applicable fees (including storage, fulfilment, removal and disposal fees) set out in the [FBC Fee Schedule for the craftonart.com Site](#). You will be charged the Storage Fees beginning on the day (up to midnight) that the Unit arrives at the Site Fulfilment Centre and is available for fulfilment by craftonart.com (or in the case of any Unsuitable Unit, the arrival day (up to midnight)), until the earlier of: (a) the day (up to midnight) we receive a valid customer order for such product or a request from you to return or dispose of or destroy the Unit; or (b) the day (up to midnight) we actually ship the Unit to your designated return location or dispose of or destroy the Unit.

F.10.2. Shipping and Gift Wrap. For any craftonart.com Fulfilment Units we will determine the amounts charged to the customer for shipping and gift wrap services for the Units that we fulfil through the FBC programme. As between you and us, these charges will be your tax inclusive charges to the customer, and we will report them to you. We will charge you (and you will pay us) a fee equal to the amount of such charges to the customer. You acknowledge and agree that you are responsible to account for any applicable taxes including but not limited to VAT/CST, sales, service and goods and services taxes on the shipping and gift wrap charges to customer.

F.10.3. Taxes on Fees Payable to craftonart.com. In regard to these Service Terms you can provide a VAT / goods and services tax registration number or evidence of being in business, if you do not have a VAT / goods and services tax registration number. If you are VAT / goods and services tax registered, or in business but not VAT / goods and services tax registered, you give the following warranties and representations:

(a) all services provided by craftonart.com to you are being received by your establishment under your designated VAT / goods and services tax registration number; and

(b) (i) the VAT / goods and services tax registration number, or the evidence of being in business, you submit to craftonart.com belongs to the business you operate; (ii) that all transactions regarding the services will be business-related transactions made by the business associated with the VAT / goods and services tax registration number, if evidence of being in business, you submit to craftonart.com; and (iii) that the VAT / goods and services tax registration number, or evidence of being in business, and all other information provided by you is true, accurate and current and you will immediately update any such information held by craftonart.com in case of any changes.

craftonart.com reserves the right to request additional information and to confirm the validity of any your account information (including without limitation your VAT / goods and services tax registration number) from you or government authorities and agencies as permitted by Law and you hereby irrevocably authorize craftonart.com to request and obtain such information from such government authorities and agencies. Further, you agree to provide any such information to craftonart.com upon request. craftonart.com reserves the right to charge you any applicable unbilled VAT / goods and services tax if you provide a VAT / goods and services tax registration number, or evidence of being in business, that is determined to be invalid. VAT / goods and services tax registered sellers and sellers who provide evidence of being in business agree to accept electronic VAT / goods and services tax invoices in a format and method of delivery as determined by craftonart.com.

All payments by craftonart.com to you shall be made subject to any applicable withholding taxes and tax collection at source under the applicable Law. craftonart.com will retain, in addition to its net Fees, an amount equal to the legally applicable withholding taxes / tax collection at source at the applicable rate. You are responsible for deducting and depositing the legally applicable taxes and deliver to craftonart.com sufficient document evidencing the deposit of tax. Upon receipt of the evidence of deduction of tax, craftonart.com will remit the amount evidenced in the certificate to you. Upon your failure to duly deposit these taxes and providing evidence to that effect within 5 days from the end of the relevant month, craftonart.com shall have the right to utilize the retained amount for discharging its tax liability.

Where you have deposited the taxes, you will issue an appropriate tax withholding certificate for such amount to craftonart.com and craftonart.com

shall provide necessary support and documentation as may be required by you for discharging your obligations.

craftonart.com has the option to obtain an order for lower or NIL withholding tax from the Indian Revenue authorities. In case craftonart.com successfully procures such an order, it will communicate the same to you. In that case, the amounts retained, shall be in accordance with the directions contained in the order as in force at the point in time when tax is required to be deducted at source.

Any taxes applicable in addition to the fee payable to craftonart.com shall be added to the invoiced amount as per applicable Law at the invoicing date which shall be paid by you.

F.10.4. Registration of Fulfilment Centres for VAT / CST / goods and services tax: craftonart.com understands and agrees that you would be required to register the Site Fulfilment Centres wholly or partly as your place of business from a VAT / CST / goods and services tax regulations perspective. craftonart.com shall issue a no-objection certificate as required to enable you to register the Site Fulfilment Centres as your additional place of business from a VAT / CST / goods and services tax regulations perspective. craftonart.com shall, on your request, issue a no-objection certificate in the prescribed format and other related documents as may be necessary to enable obtaining such registration. You shall indemnify and keep indemnified craftonart.com and its Affiliates, in addition to Section F.11, against any consequences arising from investigation or enquiry by the tax authorities due to any reason. In the event, your goods (or Site Fulfilment Centres) are seized by the tax authorities for any reason, the responsibility for undertaking the release, and bearing the costs of the release, would be solely on you, while craftonart.com would support this process as reasonably required. You further represent and warrant that you will not register Site Fulfilment Centres as your principal place of business but only as an additional place of business.

F.11. Indemnity

In addition to your obligations under Section 6 of the Business Solutions Agreement, you also agree to indemnify, defend and hold harmless us, our Affiliates and their and our respective officers, directors, employees, representatives and agents against any Claim that arises out of or relates to: (a) the Units (whether or not title has transferred to us, and including any Unit that we identify as yours pursuant to Section F-4 regardless of whether such Unit is the actual item you originally sent to us), including any personal injury, death or property damage; and b) any of Your Taxes or the collection, payment or failure to collect or pay Your Taxes or for any demand/denial of credit arising on account discrepancies observed in the goods and services tax returns filed.

F.12. Release

You hereby, on behalf of yourself and your successors, subsidiaries, Affiliates, officers, directors, shareholders, employees, assigns and any other person or entity claiming by, through, under or in concert with you or them (collectively, the "**Releasing Parties**"), irrevocably acknowledge full and complete satisfaction of and hereby unconditionally and irrevocably release and forever fully discharge craftonart.com and each of its Affiliates, and any and all of their predecessors, successors, and Affiliates, past and present, as well as each of their partners, officers, directors, shareholders, agents, employees, representatives, attorneys, and assigns, past and present, and each of them and all Persons acting by, through, under or in concert with any of them (collectively, the "**Released Parties**"), from any and all claims, obligations, demands, causes of action, suits, damages, losses, debts or rights of any kind or nature, whether known or unknown, suspected or unsuspected, absolute or contingent, accrued or unaccrued, determined or speculative (collectively, "**Losses**") which the Releasing Parties now own or hold or at any time heretofore have owned or held or in the future may hold or own against the Released Parties, or any of them, arising out of, resulting from, or in any way related to, the shipment including any tax registration or collection obligations. You, on behalf of yourself and all other Releasing Parties, recognize that you, and each of them, may have some Losses (WHETHER IN CONTRACT; WARRANTY; TORT; DELICT (INCLUDING NEGLIGENCE; PRODUCT LIABILITY; ANY TYPE OF CIVIL RESPONSIBILITY OR OTHER THEORY) OR OTHERWISE) against the Released Parties of which you, or any of them, are totally unaware and unsuspecting, or which may arise or accrue after the date you register for these FBC Service Terms, which the Releasing Parties are giving up by agreeing to these FBC Service Terms. It is your intention in agreeing to these FBC Service Terms that these FBC Service Terms will deprive the Releasing Parties of each and all such Losses and prevent the Releasing Party from asserting any such Losses against the Released Parties, or any of them.

F.13. Disclaimer

IN ADDITION TO THE DISCLAIMER IN SECTION 7 OF THE BUSINESS SOLUTIONS AGREEMENT, WE HEREBY DISCLAIM ANY DUTIES OF A BAILEE OR WAREHOUSEMAN TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AND YOU HEREBY WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (WHETHER ARISING UNDER COMMON LAW OR STATUTE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE OR SHIPMENT OF YOUR PRODUCTS BY US OR OUR AFFILIATES OR ANY OF OUR OR THEIR CONTRACTORS OR AGENTS.

F.14. Effect of Termination

Following any termination of the Business Solutions Agreement or these FBC Service Terms in connection with the craftonart.com Site, we will, as directed by you, return to you or dispose of or destroy the Units registered in connection with the craftonart.com Site as provided in Section F-7. If you fail to direct us to return or dispose of or destroy the Units within ninety (90) calendar days after termination, then we may elect to return and/or dispose of or destroy the Units in whole or in part, as provided in Section F-7, and you

will be deemed to have consented to this. Upon any termination of these FBC Service Terms in connection with the craftonart.com Site, all rights and obligations of the parties under these FBC Service Terms with regard to the craftonart.com Site will be extinguished, except that the rights and obligations of the parties under Sections F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-10, F-12, F-13 and F-14 with respect to Units received or stored by craftonart.com as of the date of termination will survive the termination.

F.15. Tax Matters

You understand and acknowledge that storing Units at the Site Fulfilment Centres may create a tax presence for you in the applicable territory in which the Site Fulfilment Centre is located, and you will be solely responsible for any taxes, interest or penalties owed as a result of such storage. You will be responsible for Your Taxes, interest or penalties and you will indemnify and hold craftonart.com and its Affiliates harmless from Your Taxes, interest or penalties as provided in Section F-11 of these FBC Service Terms and agree to pay any of these over to craftonart.com promptly. You acknowledge and agree that you are responsible for preparing and filing any applicable statutorily required documentation to be issued either by you or by the customers. You acknowledge that you are responsible to handle any requests for refunds of taxes including but not limited to VAT/CST, service, sales and goods and services taxes on shipments to these addresses where appropriate.

F.16. Additional Representation

In addition to your representations and warranties in Section 5 of the Business Solutions Agreement, you represent and warrant to us that: (a) you have valid legal title to all Units and all necessary rights to distribute the Units and to perform under these FBC Service Terms; (b) you will deliver all Units to us in new condition (or in such condition otherwise described by you in the applicable Your Product listing) and in a merchantable condition; (c) all Units and their packaging will comply with all applicable marking, labelling and other requirements required by Law; (d) no Unit is or will be produced or manufactured, in whole or in part, by child labour or by convict or forced labour; (e) you and all of your subcontractors, agents and suppliers involved in producing or delivering Units will strictly adhere to all applicable Laws (including any Law applicable to any territory where Units are produced or delivered, regarding the operation of their facilities and their business and labour practices, including working conditions, wages, hours and minimum ages of workers).

FBC Definitions

"craftonart.com Fulfilment Units" means Units fulfilled using FBC that are sold through the craftonart.com Site. For avoidance of doubt, if you have successfully registered for both FBC and Selling on craftonart.com for the craftonart.com Site, then the term "craftonart.com Fulfilment Units" and the defined term "craftonart.com-Fulfilled Products" in the Selling on craftonart.com Service Terms both refer to the same items.

"FBC Excluded Product" means, with respect to the craftonart.com Site you register Units in connection with, any Unit that is an Excluded Product, or is otherwise prohibited by the [Programme Policies for the craftonart.com Site](#).

"Sellable Unit" means a Unit that is not an Unsuitable Unit.

"Seller Agreement" means the Selling on craftonart.com Service Terms, any successor to any of these agreements, or any other similar agreement (as determined by craftonart.com) between you and us that permits you to list and sell products via the craftonart.com Site.

"Shipping Information" means with respect to any purchased Unit(s), the following information: the name of the recipient, the shipping address, the quantity of Units to be shipped, and any other shipping-related information we may reasonably request.

"Site Fulfilment Centre(s)" means the fulfilment centre(s) designated or used by craftonart.com to store and fulfil Units in connection with a particular craftonart.com Site.

"Unit" means a unit of Your Product that you deliver to craftonart.com in connection with the FBC Programme in connection with the craftonart.com Site.

"Unsuitable Unit" means a Unit: (a) that is defective, damaged, or lacking required label(s); (b) the labels for which were not properly registered with craftonart.com before shipment or do not match the product that was registered; (c) that is an FBC Excluded Product or does not comply with the Business Solutions Agreement (including these Service Terms and the applicable Programme Policies); or (d) that craftonart.com determines is otherwise unsuitable.

Print Close Window

Screen4: Easy Ship Services and Runway Terms

[craftonart.com Easy Ship Service and Runway Program Terms and Conditions](#)

This page talks about **Terms of Service** and **Condition for Carriage** for craftonart.com Easy Ship

By agreeing to avail the Easy Ship Service facilitated by craftonart.com ("craftonart.com" and the expressions "**we**", "**our**" and "**us**" will be construed accordingly) you, on behalf of yourself and the entity that you represent, agree to be bound by all terms and conditions of the craftonart.com Easy Ship Services as provided herein (hereinafter "**Easy Ship Service Terms**") as well as the Runway Program terms and conditions given below.

A. CRAFTONART EASY SHIP TERMS

A.1 craftonart.com Easy Ship Terms of Service

craftonart.com Easy Ship Service ("**Easy Ship Service**") is a service that allows Evergrow Solutions Private Limited ("**craftonart.com**" and the expressions "**we**", "**our**" and "**us**" will be construed accordingly) to facilitate and make available transportation services within the territory of India.

1. You accept and acknowledge that use of the Easy Ship Service shall, in addition to the Easy Ship Service Terms specified herein, be subject to the provisions of the Evergrow Solutions Agreement at all times. Unless defined in these Easy Ship Service Terms, all capitalized terms used herein shall have the same meaning as assigned to it in the craftonart.com Services Business Solutions Agreement.
2. Except to the extent specified in these Easy Ship Service Terms, all other terms of the craftonart.com Services Business Solutions Agreement shall apply to the Easy Ship Service and nothing contained herein shall affect or alter in any manner whatsoever, the validity, enforceability and interpretation of the terms stipulated under the craftonart.com Services Business Solutions Agreement.
3. You hereby agree to avail the Easy Ship Service only for Your Products sold on the craftonart.com Site and not for any other products listed/sold on websites/marketplaces other than the craftonart.com Site.
4. You agree to indemnify, defend, and hold harmless craftonart.com and/or the LSP from all claims, judgments, damages, fines, penalties and expenses (including reasonable attorneys' fees) that may arise out of or as a result of any of your acts or omissions with respect to the Easy Ship Service provided by craftonart.com to you, or your breach of the Easy Ship Service Terms and/or the craftonart.com Services Business Solutions Agreement and/or the Conditions of Carriage of the LSP.
5. You agree and acknowledge that in the event of any loss or damage to Your Products during the course of transit, your sole and exclusive recourse shall be against the LSP and will be governed by the Conditions of Carriage of the LSP. You further agree that craftonart.com will have no liability for any loss or damage to Your Products. In the event you desire to seek full coverage of loss of Your Products during shipment, you may at your own discretion and costs (including premium, as applicable), insure Your Products through an insurance company. In any event craftonart.com will not be liable for any disputes between you and the customer or you and the insurance company, as the case may be.
6. You agree and acknowledge to accept all undelivered shipments (i.e. packages which could not be delivered to the customer and are being returned to you) from the LSP. In case of any query or concerns on these returned shipments, you may contact craftonart.com Seller Support after accepting the returned shipment.
7. All reimbursement claims for lost, damaged, shipping fee and switcheroo cases must be notified to the LSP in writing within seven calendar days of the shipment being returned to seller. Reimbursement claims filed after this period will not be accepted and no action for loss may be brought against LSP. Receipt of the shipment by the consignee without written notice of damage on the delivery receipt

is prima facie evidence that the shipment was delivered in good condition. No claim for loss will be entertained until all invoices and charges have been paid.

8. LSP shall have a general lien on all shipments in its possession, custody or control for any monies whatsoever due from you and such general lien shall extend to all freight charges, Octroi duties and taxes, advances, or any other charges of any kind arising out of transit hereunder. LSP shall be entitled to detain any shipment until such dues are paid and, without prejudice to LSP's other legal remedies to recover its costs, charges and expenses, shall be entitled, after giving 14 days' notice to you, to sell the shipments by public auction, tender, private agreement or otherwise or even destroy the shipments as agent for and at your expense and apply the proceeds in or towards the payment of such sums. Upon accounting to you for any balance remaining after payment of any sums due to LSP and any costs of retention, insurance and sale or disposal, LSP shall be discharged of any liability whatsoever in respect of the shipment.
9. craftonart.com or LSP or any of their respective officers, directors, employees, representatives and agents shall not be liable for any loss, damage, claims, charges, penalties, suffered by or incurred by you as a result of or arising out of your use of the Easy Ship Service.
10. You agree that orders received and/or items returned from customers within Easy Ship Service delivery coverage area will only be fulfilled using the Easy Ship Service through the LSP and in terms of these Easy Ship Service Terms.
11. Prior to pick up of Your Products by the LSP in terms of the Easy Ship Service, you will ensure that: (a) all Your Product(s) are properly packaged for protection against damage and deterioration during shipment; and (b) all necessary documents required in connection with the shipment of Your Products and/or customer returns including packing slips, invoices and/or government regulatory documents have also been provided.
12. You will ensure that all Your Products handed over to the LSP are suitable for shipment. LSP may refuse to accept any shipment that it may consider unsuitable in its sole discretion or not in compliance with the Conditions of Carriage of the LSP. LSP may return or dispose of or destroy any shipment that LSP determines in its sole discretion to create a safety, health or liability risk to LSP, its personnel or any third party and in such a scenario, the title to each such disposed or destroyed shipment will transfer to the LSP as necessary for it to dispose of or destroy the shipment. In addition, you will compensate the LSP for any damages incurred including any expenses the LSP incurs in connection with any unsuitable shipments.
13. The LSP will pick-up shipments from your designated address, and will deliver the same to the customers as per the address mentioned on the invoice of Your Products. In case of any customer returns, the LSP will pick up the items from the customer as per the delivery address mentioned on the invoice of Your Products or any other address given by the customer and return it back to your designated address. You agree and acknowledge to accept all such customer return items from the LSP. In case of any query or concerns on these returned items, you may contact craftonart.com Seller Support after accepting the item.

14. You are responsible for raising or collecting from customers any appropriate documentation including invoices, delivery challans, way bills, stock transfer forms (e.g., Form F) or any other statutorily required documentation for reporting of both shipment of items from your location or customer returns using the Easy Ship Service. You will be solely responsible for clearing any shipments held up at any check-posts or seized by tax authorities as a result of non-compliance of any required documentation requirements.
15. You will pay us the fees as set out in the craftonart.com Easy Ship Fee Schedule. It is hereby clarified by craftonart.com and agreed by you that once the shipment is handed over for delivery to the LSP or returned by the customer to the LSP, you shall be liable to pay the craftonart.com Easy Ship Fees to craftonart.com irrespective of the fact that such Shipment is lost or damaged during the course of transit or returned un-delivered (in respect of delivery to the customer) because of any other reasons. In case the shipment has to be rerouted, redirected or returned for any reason whatsoever (in respect of delivery to the customer), you shall pay craftonart.com all charges levied by the LSP for such rerouting, redirection or return in accordance with the rates notified to you, as also any Octroi, state and local taxes, duties etc. applicable thereon. LSP reserves the right to assess fuel and other surcharges on shipments without notice. The duration and amount will be determined at LSP's sole discretion. You, by tendering your shipment to the LSP, agree to pay the surcharges in force.
16. You hereby authorize us to recover, including by means of deduction any applicable fee under the Easy Ship Service from any amount due and payable to you under the craftonart.com Services Business Solutions Agreement.
17. All payments by craftonart.com to you shall be made subject to any applicable taxes under the applicable Law.
18. You will be responsible for Your Taxes, interest or penalties and you will indemnify and hold craftonart.com and/or its Affiliates harmless from Your Taxes, interest or penalties. You acknowledge and agree that you are responsible for preparing and filing any applicable statutorily required documentation to be issued either by you or by the customers.
19. craftonart.com shall have the right to change, amend, withdraw, modify or alter the scope of the Easy Ship Service in any manner or terminate or suspend the Easy Ship Service immediately in its sole discretion at any time for any reason without notice to you.
20. Nothing in the provisions of the Easy Ship Service Terms shall be deemed to construe a relationship of partnership or agency between you and craftonart.com. You also agree that you have no authority to represent or bind craftonart.com in any manner whatsoever.
21. craftonart.com allows open box delivery on customer's request. Customer can ask the delivery associate to open the outer packaging to validate the ordered product. We safeguard interests of our sellers with our reimbursement policy. In case a seller finds the rejected product returned in damaged condition, we encourage sellers to file a case and reimbursement will be approved after case investigation is complete.

22. Sellers on the craftonart.com marketplace are required to behave professionally with the pickup and delivery associates. Any misbehavior, unprofessional conduct, verbal and physical abuse is prohibited and will be considered as a violation of craftonart.com Easy Ship Service Terms. craftonart.com reserves the right to remove selling privileges in its sole discretion if deemed that a seller is in violation of the craftonart.com Easy Ship Service Terms.
23. Reimbursement claims raised by seller related to any damage or dispute cases should be supported with relevant proofs like images of the product, Invoice copy, brand registry document, CCTV footage whichever is applicable. Reimbursement grant is subjected to internal investigation. In case the seller is found to be having a pattern of claiming incorrect reimbursements, it may lead to suspension of their selling account.
24. Easy Ship orders should not be self-shipped by sellers and should only be handed over to craftonart.com associate during pickup. In case seller self-ships the order and provides tracking details to Seller Support, such orders will not be confirmed in the system and may get cancelled. craftonart.com will not compensate any losses incurred by the sellers for any such order. In case of pickup issue or technical issue (attributable to craftonart.com), seller should inform Seller Support to waive off the cancellation charges.
Note: Any negative impact on seller performance metrics due to this issue will not be considered while evaluating your seller account.
25. You authorise and instruct craftonart.com to initiate and process cancellation of your Easy Ship order upon receipt of request from the customer, any time before its shipment.
26. [craftonart.com Easy Ship - Incorrect Weight and Dimensions Policy](#) As an Easy Ship seller, you acknowledge and agree that in accordance with the Easy Ship Service Terms, you are responsible and liable for providing accurate weight and dimension details while scheduling pickups for your Easy Ship orders.
27. By providing your acceptance to these Easy Ship Service Terms, you also agree to be bound by and/or comply with the provisions of the Conditions of Carriage of the LSP (including those related to customer returns and/or disposal).

craftonart.com Easy Ship Fee Schedule

By signing up for the Easy Ship service, you acknowledge and accept that you have read the Easy Ship Service Terms and grant your consent/acceptance to be legally bound by the Easy Ship Service Terms as set out herein. We are relying on your consent/acceptance to make available the Easy Ship Service to you.

[A.2 craftonart.com Easy Ship Conditions of Carriage](#)

craftonart.com's authorized courier services / agents, its employees or agents (hereinafter collectively referred to as "**CACS**") will accept shipments subject to the Conditions laid out hereunder.

These Conditions are applicable to the carriage of shipments from and between specified locations within the territory of India using CACS services. CACS reserves the right to unilaterally modify, revise, amend, change or supplement these Conditions without any prior notice.

In the event there is a conflict between these Conditions and the provisions of any other document executed between the parties, these Conditions would prevail.

1. Consignor's representations and warranties

1. 1.1 By tendering shipments for carriage to CACS, the Consignor is deemed to have agreed to the Conditions stated herein.

1.2 The Consignor represents and warrants that:

1. a) The Consignor is the owner or the authorized agent of the owner of the shipments entrusted to CACS for carriage.;
- b) The documents provided by the Consignor and accompanying the shipment (including shipping label, invoice and other transit documents) entrusted to CACS are true, correct and complete in all respects and are compliant with all applicable laws.
- c) The shipment does not contain any units the carriage of which is restricted or prohibited hereunder;
- d) The shipment is properly marked, addressed and packed to ensure safe handling and is compliant with all applicable laws;
- e) If required, the Consignor shall furnish such information and such documents to CACS as are necessary to meet the requirements under the respective local laws of the states through which the shipments are likely to pass en route to destination. CACS shall be under no obligation to enquire into the correctness or sufficiency of such information or documents.

1.3 It is the Consignor's obligation to ensure that all shipments entrusted to CACS for carriage are prepared and packed adequately to ensure safe carriage with normal care in handling. CACS shall not be liable for any damage or shortages occurring as a result of improper packing.

1.4 The Consignor agrees that the shipping label shall be prima facie evidence of the weight or volume or measure and other particulars of the shipments and the number of units stated therein. However, particulars relating to the quantity, volume and condition of the shipments shall not constitute evidence against CACS.

1.5 Consignor agrees and acknowledges to be responsible to provide accurate weight and dimension details while scheduling pickups for their Easy Ship orders. Consignor agrees that in case these details are found to be incorrect in a subsequent by craftonart.com, it could result in the either a retrospective claw back of correct fees or in case of repeated offense, suspension of their selling account. This further denotes that the consignor provides craftonart.com the authority to claw back the difference amount in shipping fee retrospectively for identified shipments.

1.6 Consignor is responsible for handing over all packages scheduled in the respective slot timings. Consignor should decide the number of packages that can be handed over on a daily basis and schedule the pickups accordingly. Failure in handing over the packages during the scheduled time slots might lead to account suspension.

2. Conditions of Carriage

1. 2.1 CACS undertakes, to carry the Consignor's shipment from the point of tendering to the point of delivery to consignee at the address indicated on the shipping label. There is no obligation to deliver a shipment to the consignee personally and CACS may deliver to someone other than the person named in the shipping label on behalf of the consignee and such delivery shall be a valid discharge of CACS's obligations under these Conditions. CACS may use an electronic device to obtain proof of delivery and the Consignor agrees that it will not object to CACS relying on a printed copy of the same as evidence merely on the grounds that the information concerned is obtained and stored in electronic form.
2.2 CACS reserves the right to carry the Consignor's shipments by any route using multi-modal transportation according to its own handling, storage, movement methods and plans, and by use of its business associates, co-loaders, co-couriers, franchisees or other agents.
2.3 CACS reserves the right to refuse, hold, cancel, postpone or return any shipment at any time if such shipment would, in the opinion of CACS, be likely to cause damage or delay to other shipments, or persons, or the carriage of which is prohibited by law or is in violation of any of these Conditions. The fact that CACS accepts a shipment does not mean that such shipment conforms to applicable laws and regulations or to the Conditions.
2.4 CACS reserves the right, to open and/or inspect any shipment at any time, at its own option or upon the request of the competent authorities and shall not incur any liability therefore.
2.5 CACS shall not be liable in any circumstances for any delay, loss, damage and/or resultant claims due to seizure or detention of shipments in the course of transit by competent authorities.

3. Shipping Label

1. 3.1 CACS shipping label is non-negotiable and shall be prima facie evidence of the acceptance of shipments and of these Conditions and evidence of conclusion of the contract between CACS and the Consignor.

4. Undeliverable Shipments

1. 4.1 A shipment shall be considered to be undeliverable if:
 1. a) The consignee's address is incomplete, illegible, incorrect or cannot be located;
 - b) The consignee is not present, or fails or refuses to accept delivery or sign or pay for delivery of any shipment;
 - c) The shipment would likely cause damage or delay to other shipments, or injury to persons;
 - d) The shipment contains prohibited items;
 - e) The shipment's contents or packaging are damaged to the extent that re-wrapping is not possible
 - f) The shipment is detained or otherwise unable to clear local or state boundaries.

5. Declared value & limits of liability

1. 5.1 The liability of CACS for any loss or damage to any shipment shall be the lowest of: (a) INR 1,000/- in case of documents and INR 5,000/- in case of non-documents,

or (b) The amount of loss or damage to the shipment actually sustained or (c) The actual value of the shipment as determined, without regard to the commercial utility or special value to the Consignor.

5.2 The actual value of a damaged shipment shall be ascertained by reference to the cost of repair or replacement/resale or fair market value not exceeding the original cost of the article actually paid by the Consignor, always within the overall limit of INR 1,000/- in case of documents and INR 5,000/- in case of non-documents.

5.3 The declared value of shipments for carriage cannot exceed the invoice value.

5.4 CACS's acceptance for carriage of any shipment bearing a declared value in excess of the allowed maximums does not constitute a waiver of any provision of or limits as to such shipment.

5.5 CACS shall not be responsible for any losses, damages and/or claims on account of delay in pickup, transportation or delivery of any shipment regardless of cause of such delays

5.6 The Consignor will indemnify CACS for all losses, expenses, and any claims made against CACS by the consignee or a third party, arising where CACS does not deliver a shipment because the consignee does not pay the cash on delivery ("COD") amount in the appropriate form or refuses to accept the shipment.

6. Insurance

1. 6.1 The Consignor may insure the shipments entrusted for carriage to CACS at his own cost and expense. In the event of any loss or damage to the shipment in such a scenario, CACS agrees to provide the Consignor a certificate of facts ("COF") upon a written request from the Consignor. The Consignor agrees and acknowledges that the COF will be issued by CACS without admission of any claim and that CACS shall be discharged of all liabilities, if any arising out of the shipment on acceptance of the loss/damage/shortage certified by the Consignor.

7. No Warranties

1. Save as expressly set out herein, CACS makes no warranties, express or implied.

8. Units not accepted for Carriage

CACS will not carry materials as under:

1. a) Classified as hazardous material, dangerous goods, prohibited goods, banned or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), any applicable government department or other relevant organization.
b) Not permitted by the laws/rules/restrictions in force or no customs declaration is made when required by applicable customs regulations and / or any other relevant laws.
c) CACS decides it cannot transport an item safely or legally (such items include but are not limited to animals, bullion, currency, bearer negotiable instruments, share certificates and blank shares, precious metals and stones, firearms or parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs).

9. Liabilities Not Assumed

CACS shall not be liable for loss of or damage to any shipment arising from causes beyond its reasonable control including but not limited to :

1. (a) an Act of God;
(b) any consequences of war, armed conflict, invasion, act of foreign enemy, hostilities (whether war or not), civil war, riot, rebellion, insurrection, military or usurped power or confiscation, acts of terrorism, requisition or destruction of or damage to property by or under the order of any government or public or local authority, strike, lock-out;
(c) seizure or forfeiture under legal process;
(d) error, act, default, omission, mis-statement or mis-representation by the Consignor, consignee or any other party claiming interest in the shipment;
(e) the violation of any of the terms and conditions contained on the shipping label or these Conditions, tariff or other terms and conditions applicable to the shipment;
(f) damage to articles packed and sealed in shipments by the Consignor, provided that the seal is unbroken at the time of delivery and the shipment retains its basic integrity;
(g) the erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film;
(h) the act, default or omission of any public authority carried out in connection with the entry, exit or transit of the shipments;
(i) accidents to vehicles and other conveyances carrying the shipments;
(j) flight delays.

10. Non-waiver

Any failure by CACS to enforce or apply a provision of these Conditions does not constitute a waiver of that provision and does not otherwise impair CACS's right to enforce such provision.

11. Jurisdictions of Court

All disputes and claims arising out of or with respect to these Conditions shall be subject to the exclusive and irrevocable jurisdiction of courts at Mumbai.

2.3 Safety Policy

Notwithstanding anything contained in Section 2.5 below, the Seller shall be entitled to claim refund for the Eligible Orders, subject to and in accordance with terms of the craftonart.com Seller Assurance for E-commerce Transactions Claim Policy ("safety Policy"). In order to make a safety claim by the Seller, the Seller should furnish appropriate supporting documentation/information (along with the safety claim) as may be prescribed by craftonart.com from time to time.

The Seller acknowledges and agrees that any disputes arising out of the safety claims filed by the Seller with craftonart.com shall be decided by craftonart.com in its sole discretion; wherein such decision taken by craftonart.com shall be considered as final and binding on the Seller.

2.4 Authorization for Cancellations/ Customer Returns

1. (a) The Seller authorizes and instructs craftonart.com to initiate and process cancellation of the eligible order upon receipt of request from the customer, at any time before its shipment.

(b) In the event any customer files a request for or communicates the customer support of craftonart.com for return of Eligible orders that are

within craftonart.com [returns policy](#), the Seller authorizes and instructs craftonart.com to initiate the return for such orders in accordance with the craftonart.com [returns policy](#). In case of the orders that are outside craftonart.com [returns policy](#), craftonart.com will seek prior written approval from the respective Seller for initiating such return.

2.5 Refunds to the Customers

2. (a) **Returns picked up by craftonart.com** - The Seller authorizes and instructs craftonart.com to initiate and process refunds and adjustments from the Seller's available balance as per the BSA, for the returns that are covered under Section 2.4(b) of these Runway Terms and Conditions and picked up by craftonart.com for returning to the concerned Seller.

(b) For all eligible orders that are returned by the customers to the Seller, the Seller will accept and process refunds and adjustments within 48 hours of receiving such orders, failing which craftonart.com will be deemed to be authorized and instructed by the Seller to issue refund to the customer from the Seller's available balance as per the BSA.,

2.6 Modifications

craftonart.com may at any time cease providing any or all of the Services or amend these Terms and Conditions at its sole discretion and without notice. Any changes will be effective upon the posting of such changes on Seller Central or on the craftonart.com Site or otherwise through such mode as craftonart.com may deem fit at its sole discretion, and the Seller is responsible for reviewing these changes or notices and informing itself of all applicable changes or notices.