

# UNION COOP Marketplace Agreement

**This Agreement** (hereinafter referred to as the "UNION COOP Marketplace Agreement") is made on the registration date of this agreement between:

- 1) **UNION COOP** a company incorporated under the federal law 1976 of the United Arabs Emirates, and having society formed its address at P.O. Box: 294448, Dubai, United Arab Emirates (hereinafter referred to as "**UNION COOP**", "**Service Provider**", "**We**", "**Us**", "**Our**" which expression shall, unless it be repugnant to the context or meaning hereof, be deemed to mean and include its successors-in-interest, legal representatives and permitted assignees).

**And**

- 2) "**You**", "**Vendor**", "**Your**" means the applicant who is registering as an individual or a business for using the marketplace service offered by UNION COOP.

## UNDERTAKING:

By registering for UNION COOP Marketplace Agreement, you agree to be bound by the terms and condition as set out in this Agreement, that regulate your access to register and use of services of market place offered by UNION COOP.

## 1. REGISTRATION FOR UNION COOP MARKETPLACE

### 1.1 REGISTRATION:

Vendor must complete the registration process for using the services offered by UNION COOP. Use of the services is limited to party that can lawfully enter into and form contracts under applicable law.

After the Vendor completes the registration, the Vendor needs to wait till the account is approved by UNION COOP. Approval or rejection of the account shall be notified to the Vendor by email.

Vendor will follow the below mentioned steps to register in UNION COOP Marketplace.

**Note:** (\*) marks are considered mandatory in registration process.

| Sr. No. | Steps                                 | Action   | Process Details / Requirements   |
|---------|---------------------------------------|--|--|
| Step 1- | Vendor Login Page                     | Open the UNION COOP Marketplace login page   | <a href="https://www.unioncoop.ae/csmarketplace/account/login/">https://www.unioncoop.ae/csmarketplace/account/login/</a>  |
| Step 2- | New Vendor Registration               | Click On 'New Vendor'  | Link will take you to "New Vendor" account creation page.  |
| Step 3- | New Vendor – Account Creation Details | <a href="https://www.unioncoop.ae/csmarketplace/account/create/">https://www.unioncoop.ae/csmarketplace/account/create/</a><br>1) Sign Up (for new Vendor account creation process)<br>2) Opt only "Marketplace" | Provide information in the following required fields. Fields marked with * are mandatory to be filled in order to proceed onto next step:<br><ul style="list-style-type: none"> <li>• Name*</li> <li>• Email Address*</li> <li>• Password*</li> <li>• Confirm Password*</li> </ul> |

| Sr. No.        | Steps                        | Action                        | Process Details / Requirements   |
|----------------|------------------------------|-------------------------------|--|
|                |                              |                               | <ul style="list-style-type: none"> <li>• Mobile number*</li> <li>• Company*</li> <li>• Sponsor Name*</li> <li>• Location*</li> <li>• Po Box</li> <li>• Country</li> <li>• Postal Code, City, Fax,</li> <li>• Mobile No*</li> <li>• Company Email*</li> <li>• Shipment By You (Vendor or By UNION COOP) *</li> <li>• Activity – Choose Marketplace*</li> <li>• License Number*</li> <li>• Place Of Issue*</li> <li>• Address*</li> <li>• Issue Date*</li> <li>• Expire Date*</li> <li>• Chamber Of Commerce Registered*</li> <li>• Tax ID*</li> </ul>   |
| <b>Step 4-</b> | <b>Documents Attachments</b> | Attach the required documents | <p>Attach the required documents in the following required fields. Fields marked with * are mandatory for the documents to be attached in order to proceed onto next step:</p> <ul style="list-style-type: none"> <li>• Trade License*</li> <li>• Passport Copy of Owner/ Sponsor/ Manager (as Applicable) *</li> <li>• Certificate of Chamber of Commerce and Industry*</li> <li>• Product Catalog*</li> <li>• Agency Registration Certificate</li> <li>• Valid copy of SME Sheikh Mohd Bin Rashid Establishment for Young Business Leadership Membership Certificate (if Applicable)</li> <li>• Khalifa Fund Certificate (if Applicable)</li> <li>• FDA of Food Safety Management System HACCP</li> <li>• International Organization for Standardization Certificate</li> <li>• TRN Registration*</li> <li>• IBAN Certificate from Bank*</li> <li>• UNION COOP Marketplace Agreement Acceptance letter*</li> </ul> |

## 1.2 VENDOR DASHBOARD/ PRODUCT LISTING:

Upon approval of the Vendor registration, the Vendor can proceed with listing the product and access to the dashboard.

**NOTE:** For any Bulk upload, Vendor need to contact the UNION COOP team.

| Sr. No. | Steps                   | Process  | Details  |
|---------|-------------------------|--|--|
| 1.      | <b>Vendor Dashboard</b> | <ul style="list-style-type: none"> <li>Dashboard access will be given to Vendor for               <ul style="list-style-type: none"> <li>Order Management,</li> <li>Uploading details such as price and inventory of products,</li> <li>Update company details,</li> <li>Review of account performance, sales, returns,</li> <li>Cancellation report.</li> <li>Etc.</li> </ul> </li> <li>We will provide packing materials in advance or delivery team will provide the packing material at the time of each order.</li> </ul> | <b>Tabs</b> <ul style="list-style-type: none"> <li><b>Dashboard</b></li> <li><b>Vendor Profile</b> – Details uploaded at the time of registration by Vendor can be viewed</li> <li><b>New Product</b> – To add new items by clicking on this tab Vendor can add new items as well as items that are already added in Magento. SKU, Product Title, Description, weight, images, inventory, Price (Excluding VAT), category, sub category are mandatory fields for uploading new items, whereas if Vendor is adding any existing item he need to update, inventory, price, image (if image is not available)</li> <li><b>Manage Products</b> – to update price and inventory.</li> <li><b>Return Request</b> – Return requests by customer with reason will be displayed here, Vendor need to review and take action either by replacing/repairing the item or by providing details to UNION COOP in case the items cannot be replaced/repared.</li> <li><b>Bulk Upload</b> – Format will be shared with Vendor for bulk upload, for images Vendor need to transfer the files via online file transfer site to UNION COOP for bulk upload, files will be saved with barcode (barcode-1, barcode-2 (JPG format) in case of multiple barcodes) same barcode will appear in excel sheet next to their respective product.</li> <li><b>Orders</b> – for managing orders - multiple sub tabs are listed below.</li> <li><b>Manage Orders</b> – this tab will be used to confirm/reject orders. Vendor can also create invoice, shipment and credit memo (creating Credit memo, invoice and shipment only in case Vendor has opted to deliver the items directly to the customer.) Credit memo, invoice and shipment will be disabled for Vendors who want UNION COOP to pick and deliver items to customer, however, they will have access to view details of credit memos, invoices and shipments.</li> <li><b>Manage Invoice</b> – Download invoices, review and confirm invoices.</li> <li><b>Manage Shipment</b> – Review and confirm shipment.</li> <li><b>Manage Credit Memo</b> – Review and confirm credit notes.</li> <li><b>Performance</b> – Review account performance for Vendor.</li> <li><b>Reports</b> – Finance activities, sales report.</li> </ul> |

### 1.3 REGISTRATION AND LISTING FEES:

As part of our marketplace launch offer, Registration fee and Listing fee will be waived off until the end of Year 2021 only. Thereafter it will be charged with mutual agreement between parties.

### 1.4 OTHER FEES:

As part of our marketplace launch offer, all the other fees will be waived off until the end of Year 2021 only. Thereafter it will be charged with mutual agreement between parties.

### 1.5 SERVICE COMMISSION:

Service Commission means the amount equal to the below mentioned percentage of sales proceeds of goods & services sold via E-Commerce marketplace platform. All the Service Commission/fees mentioned in this agreement are exclusive of VAT.

Marketplace Service Commission remains fixed by category until and unless the same is revised by UNION COOP. Upon revision of the Commission the same will be notified in advance or at same time to the Vendor.

#### SERVICE COMMISSION RATES

| Categories                     | Commission (Exclusive of VAT) |
|--------------------------------|-------------------------------|
| Automotive                     | 12%                           |
| Fashion                        | 10%                           |
| Perfumes & Fragrances          | 15%                           |
| Health & Beauty                | 9%                            |
| Baby care                      | 15%                           |
| Electronics                    | 4%                            |
| Small appliances               | 9%                            |
| Large appliances               | 4%                            |
| Games & Hobbies                | 9%                            |
| Electronic accessories         | 15%                           |
| Personal Care Electronics      | 10%                           |
| Home, Patio & Kitchen          | 8%                            |
| Groceries                      | 15%                           |
| Luggage & Trolley Bags         | 10%                           |
| Outdoor Recreation             | 15%                           |
| Office Supplies and Stationary | 10%                           |
| Pet Shop                       | 10%                           |
| Sporting Goods                 | 15%                           |
| Digital                        | 12%                           |
| Music                          | 15%                           |
| Toddlers and Toys              | 10%                           |
| Cleaning & Homecare            | 9%                            |
| Gift & Craft                   | 10%                           |
| Ready to Go & Grilled          | 10%                           |
| Party Decoration               | 10%                           |
| Books                          | 15%                           |
| Others                         | 15%                           |

In case of Commission for any other category not mentioned above, shall be agreed mutually.

## 2. GENERAL TERMS & CONDITIONS

- 2.1 TERM & TERMINATION**
- The UNION COOP Marketplace Agreement shall commence on the registration date and will be for unlimited period and continue to be valid unless both parties agree to terminate or a party is found to be in breach of any material Agreement term.
- Vendor may at any time terminate this Agreement or deactivate the account by giving not less than 15 days prior written notice to UNION COOP via official email.
- UNION COOP reserves the right to terminate this Agreement without any showcase notice to the Vendor and without specifying any reason.
- This agreement may be modified as needed at the sole discretion of UNION COOP.
- 2.2 PAYMENT:**
- For the Vendor, the payment period shall be Net (15 days) as determined by UNION COOP, after taking into consideration all types of deductions, Service Commission or product refund or any other fee as stipulated in this Agreement. All payments shall be in Dirhams (AED) only.
- 2.3 SEVERABILITY**
- If one or more provisions of UNION COOP Marketplace Agreement are held to be unenforceable under application of law, the parties shall renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from the Agreement, (b) the agreement shall be interpreted as if such provision were so excluded and (c) the balance of the agreement shall be enforceable in accordance with its terms. Each provision, paragraph and subparagraph of this agreement is severable from every other provision, paragraph and subparagraph and constitutes a separate and distinct covenant.
- 2.4 VAT:**
- All the fees mentioned in this agreement are exclusive of VAT.
- 2.5 PRICING AND STOCK UPDATE**
- The Vendor is required to make necessary price update in the Vendor dashboard as and when required.
- The Vendor is required to make necessary stock update in the Vendor dashboard on regular basis so to fulfil the order in timely manner.
- 2.6 ORDER FULFILLMENT**
- The vendor is required to fulfill the order in timely manner. UNION COOP will apply penalty of 20% of the order amount or AED 50 per order, whichever is less for any order cancellation; due to out of stock situation or delayed delivery.
- 2.7 DELIVERY**
- Upon customer placing an order, the order details will be notified to the Vendor through Vendor dashboard and to the Vendor email ID. The Vendor will be given 1 days processing time to make the order ready for dispatch. UNION COOP is providing 3 delivery options to the Vendor.
- 1) Vendor direct delivery to the customer.
  - 2) Vendor deliver to the UNION COOP location and then UNION COOP delivery to the customer.
  - 3) UNION COOP collect from the Vendor location and then delivery to the customer. (UNION COOP collection is restricted within Dubai). Shipping fee of AED 5 will be charged for all orders delivered by UNION COOP.

Note: Vendor shall do the delivery of all perishable items directly to the customer.

- 2.8 PACKAGING** If the Vendor is delivering the goods directly to the customer, UNION COOP will be providing the packing material in advance to the Vendor.
- 2.9 WARRANTY & INSTALLATION** UNION COOP will not be providing any warranty and installation services for the products listed in the marketplace. It is mandatory for the Vendor to specify the warranty/installation services of the product as applicable while listing the product in our marketplace. While listing the products, the Vendor will have the option to mention whether the product is with warranty/installation services or without warranty/installation services.  
The Vendor is also liable to undertake the warranty of a product, if the same is under the warranty period and even after the termination of the agreement.
- 2.10 PRODUCTS/ SERVICE** Below mentioned Products/ services are strictly restricted to be sold via UNION COOP Marketplace platform.
- The listing or sale of counterfeit products on the Site is prohibited, every product sold on the Site must be original and authentic.
  - The listing or sale of any product or service banned for sale by the UAE government.
  - The listing or sale of any product damage, defective, expired or inferior quality.
  - The listing or sale of any products, which is exclusive for any company.
- If found to be sold by any Vendor, a penalty of AED1000 per product will be imposed by UNION COOP on the Vendor and it will also lead to termination of the agreement.
- 2.11 RETURN, CANCELLATION AND REFUND OF THE ORDER** The Vendor shall adhere to UNION COOP's return and exchange policy for their products sold through UNION COOP Webstore.  
Review the return and exchange policy by visiting this link --> <https://www.unioncoop.ae/return-policy-union-coop/>.  
If UNION COOP will deliver marketplace products / services to customer, credit memo (refund) will be processed by UNION COOP only.  
If products / services will be delivered to customer by Vendor directly, credit memo (refund) will be processed by Vendor only. Below mentioned process will be followed by Vendor in case of return, cancellation and refund of the order. The Vendor should return/refund/replace within 4 working days. Not doing so will give right to UNION COOP to impose a penalty amounting equal to 50% of the value of the order to be returned/ refunded/ replaced.  
For Return, Cancellation and Refund, Vendor will login to Return and Cancellation management and follow the following steps:
1. View Return Request
  2. Accept return request / Reject with valid reason
  3. Arrange item pickup in case of acceptance of return request
  4. Arrange replacement
  5. In case of refund, process refund. (In case Vendor directly delivered item(s) to customer).
- 2.12 REPORTING** UNION COOP shall endeavor to make available the dashboard to the Vendor which provide insights to sales, order, cancellation, return rate, Payment details.
- 2.13 GOVERNING LAW** The Agreement and the obligations of the parties shall be governed and construed in accordance with the applicable laws of Dubai and the parties hereby agree to submit to the exclusive jurisdiction of the domestic courts.
- 2.14 CONFIDENTIALITY** All services or information shared or received between parties, consideration furnished under this Agreement, the discussions and correspondence that led to this Agreement, and the terms and conditions of this Agreement are private and confidential.

Except as may be required by applicable law, regulation, neither Party may disclose the above information to any other person or entity without the prior written approval of the other.

#### **2.15 LIABILITY**

Except in the case of indemnification obligations and/or breaches of confidentiality, in no event shall either party or its respective employees, representatives or subsidiaries be liable for any consequential, indirect, punitive, incidental, or special damages, whether foreseeable or unforeseeable. In no event shall either party be liable for damages in excess of amounts payable to Subcontractor hereunder.

#### **2.16 INDEMNITY**

Vendor will indemnify and hold UNION COOP harmless from and against all claims, demands, actions, settlements, judgments, damages, losses, liabilities, cost and expenses arising from or related to any Vendor content listed or sold via, the service by Vendor or any of its end users (including any Vendor content that infringes the rights of any third party or otherwise violates any laws or regulations).

#### **2.17 ASSIGNMENT**

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other party, and any attempt to make any such assignment without such consent shall be null and void.

---

### **3. CODE OF ETHICS POLICY**

---

This policy is applicable to you as a UNION COOP Vendor (Vendor are defined as all business individuals or entities having business with UNION COOP), and to your employees, and independent contractors.

UNION COOP and its subsidiaries require Vendor to conduct their business dealing with UNION COOP in accordance with this policy and in compliance with all laws applicable to your business, wherever conducted, you agree to abide by the terms of this policy, and acknowledge that compliance with this policy is required to maintain your status as a UNION COOP Vendor.

The term "conflict of interest" describes any circumstance that could cast doubt on the Vendor's ability to act with total objectivity with regard to the supply of products and services to UNION COOP. UNION COOP wants its Vendor's services to come easily and free from any conflicting interest. If Vendor feel there is a conflict of interest with UNION COOP or any of its employees, whether, actual or potential, all pertinent details should be reported to UNION COOP. Specifically, you should report any situations where you are aware that a current officer, director, or employee of the Vendor is a current officer, director, or employee of UNION COOP.

UNION COOP is committed to observing the applicable competition laws of all nations or organizations. UNION COOP expects Vendor to comply with all applicable competition laws where such laws prohibit Agreements or actions that unreasonably restrain trade, are deceptive or misleading, or unreasonably reduce competition without providing beneficial effects to consumers, such Agreements or actions are against the policy of UNION COOP.

Vendor shall not make or offer bribes, kickbacks, or payments of money or anything of value to UNION COOP employees, to anyone, including officials, employees, or representatives of any government or to any other third party for the purpose of obtaining or retaining business related in any way to UNION COOP. This includes giving money



or anything of value to any one where there is reason to believe that it will be passed on to a government official for this purpose.

UNION COOP and its subsidiaries require Vendor to conduct their business dealing with UNION COOP in accordance with this policy and in compliance with all laws applicable to your business, wherever conducted, you agree to abide by the terms of this policy, and acknowledge that compliance with this policy is required to maintain your status as a UNION COOP Vendor.

UNION COOP expects Vendor to compete fairly and ethically for all business opportunities in which Vendor or Vendor's employees involved in.

The sale or licensing of products and services and the negotiation of Agreements and contracts to UNION COOP must ensure that all statements, communications and representations to UNION COOP are accurate and truthful.

Vendor are expected to protect UNION COOP intellectual property rights; an important element of such protection is maintaining the confidentiality of UNION COOP trade secrets and other proprietary information. Vendor are expected to respect the intellectual property of UNION COOP and not produce copy righted software, documentation, or other materials without permission.

Vendor are expected to safeguard confidential information by not transferring, publishing, using or disclosing it other than a necessary in the ordinary course of business or as directed or authorized by UNION COOP. Vendor should observe applicable data privacy standards. Materials that contain confidential information or which are protected by privacy standards should be stored securely and should be shared only internally with those employees on a "need to know" basis.

Vendor should not have any false or inaccurate entries in the accounting books or records related to UNION COOP for any reason. Vendor's business records must be retained in accordance with record retention policies and all applicable laws and regulations. We expect that Vendor will comply with this policy, and with all applicable laws and regulations.

Vendor are required to report to UNION COOP any conduct believed in good faith to be an actual, apparent, or potential violation of this policy. Prompt reporting of violations is in the best interest of every one. Reports will be handled in a confidential manner. Vendor should report violations of this policy, as well as any inappropriate behavior or activities by UNION COOP or any UNION COOP employees to number: 8008889 and email address: hrmanager@unioncoop.ae