

SUPPLY AGREEMENT

By Signing up as vendor with RSIN FlexiRentals (RentSher), Supplier or Vendor agrees to the following

The **RentSher** and the **Vendor** shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS

- I. RentSher is in the business of running an online marketplace for display of rental products And enabling customer transactions through it and is seeking a vendor as per the configurations and specifications provided in the Exhibit A and B for the RentSher
- II. Vendor is in the business of providing Electronics related Products and has capacity to supply Products as required by the End user through the RentSher provided in Exhibit A and B;
- III. RentSher desires to have the Vendor, supply units of the Products to End user and Vendor is willing to supply such Product units to End User using RentSher;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions

In this Agreement, the following terms shall have the following respective meanings:

- a) “Agreement” means this Supply Agreement and Exhibit A and Exhibit B hereto.
- b) “Confidential Information” means any and all information that is disclosed by one Party to the other Party and that relates to the Parties’ business relationship hereunder, including, but not limited to, information relating to the supply of Product and any and all information exchanged between the Parties pursuant to Clause 2 hereof. Any Confidential Information disclosed in tangible form shall be marked as “Confidential” or “Proprietary” or by a similar legend by the disclosing Party prior to disclosure. Any Confidential Information disclosed orally or visually shall be identified as such prior to, concurrent with or following disclosure and summarized in writing by the disclosing Party to the receiving Party within thirty (30) calendar days of the disclosure. Confidential Information shall not include information which (i) is in or comes into the public domain without breach of this Agreement by the receiving Party; (ii) was in the possession of the receiving Party prior to receipt from the disclosing Party and was not acquired by the receiving Party from the disclosing Party under an obligation of confidentiality or non-use; (iii) is acquired by the receiving Party from a third party not under an obligation of confidentiality or non-use to the disclosing Party; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.
- c) “Effective Date” means the start of the Business.
- d) “End User” means the third party customer who places an order for Rent through the website run by RentSher.

e) “General Terms and Conditions of Renting” means the Vendor’s General Terms and Conditions of supply, which are attached under Exhibit A hereto.

f) “Product” means Electronics and Event related products, more fully described in the Specifications. Additional products may be added to the Specifications upon the mutual agreement of RentSher and Vendor.

g) “Specifications” means the specifications for the Product, including, but not limited to, product specifications, instructions, and standards of quality, which are attached under Exhibit B hereto.

h) “Term” means the period commencing on the Effective Date and terminating as specified in Clause 10 hereof.

2. Scope of Agreement

On and subject to the terms and conditions of this Agreement, including the General Terms and Conditions of Rent and the Specifications, Vendor shall supply the Product to the End User who places an order through the website of the RentSher.

3. Specifications

Vendor shall supply the Product to the End User in accordance with the Specifications and in compliance with all applicable laws, rules and regulations. Any changes to the Specifications shall be incorporated in this Agreement as a written amendment to Exhibit B hereto.

4. Terms of Renting

As mentioned in Exhibit A

These terms of Renting may not be altered without mutual written consent of the Parties.

5. Representations and Warranties

a) Vendor represents and warrants that it owns or controls all the rights necessary to supply the Product to the End User in accordance with the terms of this Agreement and that, to the best of its knowledge, the Vendor’s fulfilment of the terms of this Agreement will not infringe the rights of any third party.

b) Vendor represents and warrants that it has the title and requisite legal authority to supply the Product to the End User through the RentSher in accordance with the terms and conditions of this Agreement.

c) Vendor agrees and warrants that it will have an independent legal relationship with the End User subject to the terms and conditions specified in accordance with Clause 5(a).

d) Vendor agrees and warrants that RentSher is not a party to any agreement that may be entered into by and between the Vendor and End User for any purpose whatsoever.

6. Confidentiality

a) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance, in writing, by the disclosing Party or except as expressly permitted by this Agreement, the receiving Party will not, except as required by law or court order, use Confidential Information of the disclosing Party or disclose it to any third party for the Term and for a period of three (3) years thereafter.

The receiving Party may disclose Confidential Information of the disclosing Party only to those of its employees or contractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or contractor, such employee or contractor shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, the receiving Party shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees or contractors.

The receiving Party shall use the same degree of care to avoid disclosure of the disclosing Party's Confidential Information as the receiving Party employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

b) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon the disclosing Party's earlier request, the receiving Party will deliver to the disclosing Party all of the disclosing Party's property or Confidential Information in tangible form that the receiving Party may have in its possession or control. The receiving Party may retain one copy of the Confidential Information in its legal files.

c) Customer information and contact - Despite being in touch with customer, the vendor would not over-ride or under-cut RentSher by going direct to customers that are coming through the RentSher channel.

7. Term and Termination

a) Term. This Agreement shall commence on the Effective Date immediately and shall continue until terminated under Clause 7 b) hereof.

b) Termination. This Agreement may be terminated by either Party (i) at any time for any reason by giving sixty (60) calendar days written notice of such termination to the other Party, and (ii) in the event of a material breach by the other Party by giving ten (10) calendar days written notice of such termination to the other Party. "Material breach" shall include: (i) any violation of the terms of Clauses 6, 7, 8, 9 and 11, (ii) any other breach that a Party has failed to cure within fifteen (15) calendar days after receipt of written notice by the other Party, (iii) an act of gross negligence or wilful misconduct of a Party, or (iv) the insolvency, liquidation or bankruptcy of a Party.

c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal

obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

8. Independent Contractors

It is understood that both Parties hereto are independent contractors and engage in the operation of their own respective businesses. Neither Party hereto is to be considered the agent of the other Party for any purpose whatsoever nor does neither Party have any authority to enter into any contract or assume any obligation for the other Party or to make any warranty or representation on behalf of the other Party. Each Party shall be fully responsible for its own employees, servants and agents, and the employees, servants and agents of one Party shall not be deemed to be employees, servants and agents of the other Party for any purpose whatsoever.

9. Non-Publicity

RentSher and Vendor agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

10. Assignment

Neither Party may without written approval of the other assign this Agreement or transfer its interest or any part thereof under this Agreement to any third party except that a Party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning Party.

11. Governing Law and Dispute Resolution

This Agreement shall be governed and construed in accordance with the laws of India. Any differences, claim or controversy arising between the Parties as to this Agreement or any breach thereof, which cannot be settled by good faith negotiations between the Parties within ninety (90) days after one Party gives the other Party a notice requesting discussions to resolve such dispute, including any question regarding its existence, validity, interpretation or termination, shall be finally settled in accordance with the (Indian) Arbitration and Conciliation Act, 1996, by a panel of three arbitrator(s) where one arbitrator shall be appointed by each Party and the arbitrators who shall be so appointed shall in turn appoint the third arbitrator. The place of arbitration shall be India. The arbitration shall be conducted in the English language. The arbitration award shall be final and binding. Subject to the aforesaid, the courts at India shall have the exclusive jurisdiction over all matters in connection with any such dispute.

12. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. In the event of any discrepancy between the provisions of this Agreement and the provisions of Exhibit A or Exhibit B, the terms and conditions of the Agreement shall prevail. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

Exhibit A

Terms and Conditions of Rental

- 1) The entire rent amount for products are uploaded on the RentSher website and the vendor will receive 80% of the rent amount and RentSher holds 20% of the rent amount as commission on confirmed orders. There will be a deviation on this only when a certain product is not available on the website or is a bulk order, in which case the both parties will agree mutually on a certain rent amount and delivery charges.
- 2) The delivery or transportation charges will be collected from the customer and will be passed on to either RentSher or vendor, depending on the delivery channel.
- 3) GST is to be levied on both rent amount and delivery charges.
- 4) In case of Loss or theft, there will be effort from RentSher to help recover the rented item. However, RentSher is also liable to pay the vendor 20% of the value of the rented item.
- 5) Vendor has the right to accept or reject the order based on KYC, which will be shared to them on the registered E-mail ID. If vendors during anytime changes his E-mail ID has to inform the same to RentSher.
- 6) If a vendor after confirming particular order with-draws anytime, he will be liable to pay a penalty of 5% of the order value to RentSher.

- 7) In case of laptops, vendor should do a QC before delivering it to the customer and should send the RentSher team a copy of the QC like serial no of laptop, a picture of the specifications of the laptop and any other serial no or information required to identify the hardware of the laptop like battery, hard disk and so on
- 8) Vendors are required to have a delivery challan or any other proof of delivery after delivering the item to RentSher customer for every order, and are required to present it to RentSher as and when requested for the same.
- 9) All service and maintenance needs should be taken by the vendor and the following clauses apply;
 - i) The vendor will be informed about any service or maintenance required by the particular customer by RentSher team and any customer who gets directly in touch with vendor and is a RentSher customer should be redirected to RentSher team where a ticket can be maintained for the same.
 - ii) Vendor will be informed to provide any service or maintenance required by the customer by RentSher team and the vendor needs to give a confirmation of the ticket and needs to inform about undertaking that particular service request within 2 hours. In case of non-confirmation in 2 hours, RentSher will get the service or maintenance done by a third-party and charges for the same will be borne by "Vendor".
 - iii) Upon accepting the service or maintenance request the vendor will have 36 hours to fulfil the same.
 - iv) In case of vendor accepting a certain service or maintenance request and fails to fulfil it in 36 hours or withdraws the acceptance from the time of agreeing and these 36 hours, the vendor will be liable to pay a penalty of 5% of order value to RentSher and also will be liable to pay the maintenance charges incurred by RentSher for the same through third party.
 - v) For any maintenance or service request a scenario where in any physical parts of the rented item needs to be replaced, the same process stated above in point (i), (ii), (iii) and (iv) will be followed.
- 10) Vendor will update RentSher if any changes have been made in the serial numbers of hardware due to any reason.
- 11) In case of multiple service requests, RentSher will inform the vendor to replace the rented item and the vendor will have 2 hours to "confirm" to replace the item and 36 hours to replace the item. If the vendor neither confirms nor is capable to do so due to any reasons, RentSher reserves the right to get the rented item replaced from a third party and the vendor can only raise an invoice from the day it was delivered to the day a replacement ticket was raised.
- 12) Vendors are also required to collect delivery challan if they're replacing the laptop.
- 13) After RentSher sends a pick up notice to vendor and the vendor due to any reason does not pick it up in 36 hours, RentSher will not be held liable for it or what happens after that.

- 14) Vendors are required to have a pick up challan or any other proof of pick up after picking up the item from customer, and are required to present it to RentSher as and when requested for the same.
- 15) If RentSher team picked up the product then a minimum of 3 days should be given to the team to return back the product.
- 16) In case a customer directly reaches out to the vendor for Pick up request, the vendor is required to redirect the same through RentSher.
- 17) In case any customer stops responding the vendor will be informed to pick up the rented item and the rent for the product if not already paid to RentSher.
- 18) When a rented item is returned to vendor, the vendor is required to raise any damage or loss charges within 24 hours of receiving the item, only then RentSher will be liable to process the damage charges up to deposit amount.
- 19) On 'cash on delivery' or when informed to collect a certain amount by RentSher, if the vendor does not do so due to any reason, RentSher will not be liable to pay the vendor their rent amount and the vendor is also liable to pay RentSher's share of the order value.
- 20) In case of cancellation of a particular order on delivery, transport charges can be recovered by the vendor;
 - i) From RentSher, if an online payment was done to RentSher for that particular order.
 - ii) From customer, if it's cash on delivery or online payment was not made to RentSher until the time of delivery.
- 21) If any order was cancelled by a customer of RentSher due to negligence or incompetency of vendor such as untimely delivery, damaged product and so on, the vendor is liable to pay RentSher 10% of the order value.
- 22) Vendor can raise an invoice and bill it to RSIN Flexirentals Pvt Ltd every month for all the equipment rented out through RentSher post reconciliation and contingent to end customer money coming in.
- 23) The payment for any particular orders will only be processed to the vendor only on receiving it from the customer as the vendor is aware that RentSher is a marketplace and RentSher has no liability to independently pay from its own pocket.
- 24) Vendor expressly agrees that any/ all remittance/ settlement related payouts shall be deemed to have been accepted by the vendor, if the vendor does not furnish a written objection specifying the nature of the dispute within 7 days from the date of transaction.