

METSEC CABLES LIMITED

AND

.....

MARKETPLACE AGREEMENT

This Agreement is entered into on the “Effective date” and is entered into by and between:

METSEC CABLES LIMITED, trading as Eyby.com, a limited liability company duly incorporated in Kenya and of registration number C.44732, having its main office located at Doshi Complex, Mombasa Road, P.O. Box 75963-00200, Nairobi, Kenya. Herein represented by _____, in his capacity as Managing Director. (Hereinafter referred to as Eyby.com and shall where the context allows include successors and assigns) of the first part:

AND

..... **LIMITED**, Kenyan Limited Liability Company duly organized under the laws of the Republic of Kenya, trading as..... registered under Registration no., PIN Number, having its main office located at P.O.BOX Herein represented by in his/her capacity as (Hereinafter referred to as Vendor and shall where the context allows include successors and assigns) **OF THE OTHER PART**

1. **DEFINITION**

In this Agreement unless the context otherwise requires, the following words and expressions shall have the following meanings:-

- i. **3PL** : Third party Logistics Provider, a logistic partner providing the array of logistics services to deliver goods & services sold by Eyby.com.
- ii. **Account Manager**: A Eyby.com employee specialized in supporting commercial growth and relevancy of a Vendor on the platform. The attribution of an Account Manager to a vendor is solely under Eyby.com’s discretion.
- iii. **Announce**: is a product listed by the Vendor on Seller Center in order to be sold on Eyby.com. An announce is made of the product name, the product description, pictures of the product and the selling price of the product.
- iv. **Announce Price**: This is the price of the goods as set up by the Vendor or modified by Eyby.com in the case of a Promotion for which the Vendors give express written agreement.
- v. **Agent** means a person that is duly authorised to act on behalf of the Vendor
- vi. **Business Day**: Monday to Friday from 8:00 a.m. to 5.00 p.m. and Saturday from 8:00 a.m. to 12:30 p.m. during which commercial banks are open for business other than during public holidays in Kenya
- vii. **Cancellation**: The act of stopping fulfilment of an order that has not yet been shipped. This can be done by both Vendor or Eyby.com on behalf of either Vendor or Customer, upon request or if fulfilment guidelines are not respected by the Vendor. Such cancellations by vendors can also be called an out of stock (OOS) as per how it is communicated to Eyby.com customers.
- viii. **Customer** means anyone that makes use of the Eyby.com Online Platform to purchase good or services and by so doing filling an online application form, stating their contact details and a clear detailed description of the product they desire to purchase.
- ix. **Customer Service**: Customer Service provided by Eyby.com to manage the After Sales relationship, the confirmation of orders and the relationship between the final customer and Eyby.com. Customer Service is provided by Eyby.com at its own discretion; the vendor is NOT allowed to contact the customer or provide Customer Service without Eyby.com's approval.
- x. **Customer Relationship**: Eyby.com is the sole owner of the relationship with the customer. The Vendor is therefore forbidden to use any customer information gathered while operating as a Vendor for its own private or commercial use.

- xi. **Commission** means the fee paid to Eyby.com for sales made of the Vendor's goods on the Platform which fee is based on a percentage of the sale price and further described in **APPENDIX A**.
- xii. **Competitor**: Any private or corporate person, who directly or indirectly, engages in the sale of goods and services on the internet in Kenya. For the avoidance of doubt, any person whose direct or indirect business is only partially similar to the aforementioned would still be deemed to be a Competitor.
- xiii. **Contract**: The contract entered into between Eyby.com and the Vendor to use EYBY.COM's Platform for the purchase and sale of the Vendor's Goods to customers, howsoever formed or concluded. A Contract shall include any exhibits and documentation expressly referenced therein.
- xiv. **Contact Information**: All the correct and up to date information given by the Vendor to allow Eyby.com to reach him or her: one single e-mail address, phone number, Tax ID/PIN number and physical address.
- xv. **Confidential Information** means but is not limited to the content of this Agreement, all information and data acquired and exchanged in connection or for the purpose of this Agreement.
- xvi. **Day** means ("Business Day") from Monday to Friday from 8:00 a.m. to 5.00 p.m. and Saturday from 8:00 a.m. to 12:30 p.m. during which commercial banks are open for business other than during public holidays in Kenya.
- xvii. **Drop shipping** means any/all sales made by the Vendor via Eyby.com's Platform without the Vendor having any inventory at the Eyby.com's warehouse refers to Vendor inventory received or picked from the Vendor after an order has been placed on the Eyby.com platform by a customer. The item will be picked by or delivered to Eyby.com for processing. Eyby.com will not hold any inventory at their warehouse under this arrangement. Vendor's under this arrangement have to abide by Eyby.com's service levels and packaging guidelines.
- xviii. **Default 16** refers to the standard VAT rate of 16% applicable in Kenya. This value should be chosen by the Vendor if they are charging VAT on their products sold on the Eyby.com platform.
- xix. **Effective date** means the date when both parties first execute this Agreement
- xx. **Electronic payments** mean payment by credit card, debit card, EFT or RTGS.
- xxi. **ETR means** electronic tax register receipt
- xxii. **Fees** means any monies owed in the course of any transaction and as further described in APPENDIX B.
- xxiii. **Final Delivery**: Transfer of the ownership of the product from the Vendor to the final customer.
- xxiv. **Guidelines**: Set of criteria qualifying the rules present in this contract and that the Vendor must respect regarding EYBY.COM operating model. The [Guidelines](#)' purpose is to achieve the best possible results with regard to ensuring full customer satisfaction. Guidelines also give details and pricing of the various services Eyby.com can offer to support that mission. [Guidelines](#) are available in the footer of Seller Center hub under the tab [Eyby.com Vendor Guidelines](#).
- xxv. **Hub**: A location owned, or operated by Eyby.com or one of its logistics partners where the vendor can drop items and when eligible, pick up returned items.
- xxvi. **In writing/written**: includes electronic mail to the e-mail address designated by Eyby.com for the purpose of communication between Eyby.com and the Vendor, and any comparable means of communication, so long as such form results in a permanent record being made.
- xxvii. **Inbound**: Reception department of the products by Eyby.com, and the action of accepting and registering stock brought in the Warehouse.

- xxviii. **Intellectual Property:** Includes any patent, copyright, registered or unregistered design, design right, registered or unregistered trademark, service mark or other industrial or intellectual property right, as well as applications for any of the above.
- xxix. **Inventory** means actual stock of products and/or good belonging to Vendors at Eyby.com's website at any given time
- xxx. **Eyby.com Express** (also known as FULFILLMENT BY EYBY.COM): The Vendor's stock is stored in Eyby.com's warehouse before it is sold. The ownership of the stock remains with The Vendor and Eyby.com acts purely as a guardian of this stock. Items are stored, packed and delivered by Eyby.com or it's logistics provider.
- xxxii. **Major Commercial Event:** A commercial event during which Eyby.com will invest in marketing to generate traffic. During those events, Eyby.com will promote the best offers from Vendors with the best performance (special prices, promotion)
- xxxiii. **Merchantable** means in a tradable state.
- xxxiiii. **Metsec Cables Ltd ("METSEC")** is the Limited Liability company duly incorporated in Kenya under registration number C.44732 and duly trading as **EYBY.COM**
- xxxv. **Notice** means notice in writing and served upon the Vendor either by hand delivery, postal services and sent by e-mail
- xxxvi. **Order** means products purchased on the Eyby.com's Platform
- xxxvii. **Platform** means www.eyby.com
- xxxviii. **Promotion feature:** This is available from the main page of the Seller Center and allows the Vendor to submit products to a promotion. Eyby.com then evaluates the submitted products and selects the best of them. By joining a promotion, the Vendor authorizes Eyby.com to modify the listing price of the submitted products.
- xxxix. **Promotion:** is a specific and extraordinary commercial event organized by EYBY.COM during which Eyby.com will highlight to its customers certain products sold at specifically attractive conditions or prices. This event can be announced via Seller Center and Eyby.com may ask its Vendors to list more products online. The submission of the products is done through the promotion feature in Seller Center.
- xl. **Ready to Ship:** The product is signalled as being physically available, packed according to packaging [guidelines](#) and ready to be transferred to Eyby.com for delivery.
- xli. **Products** means Vendors goods
- xlii. **Seller center (SC)** refers to an E-Card system which allows the Vendor to manage their account with Eyby.com. Terms and mode of use are found in the [guidelines](#).
- xliii. **Settlement invoice** means the invoice for E-Card's commission issued at time of making payment to the Vendor, for collections made on their behalf on delivery of goods to the customer.
- xliv. **Shipping** means delivery of any goods/products ordered from the Eyby.com Platform.
- xlv. **SKU:** stock keeping unit describing a unique type of item being sold.
- xlvi. **Tax Class 0** : refers to the situation where a Vendor is not required to charge VAT on their products sold via the Eyby.com platform.
- xlvii. **Vendor** means but is not limited to persons or Companies that use the Eyby.com Platform to sell their goods/products.
- xlviii. **Value added services:** Logistics, warehousing, commercial and marketing services provided by Eyby.com and its partners and affiliates to the Vendor and for which the Vendor can subscribe to for a fee.
- xlix. **Vendor support center:** support service provided by Eyby.com to solve the issues faced by vendors as well as to help vendors grow their business.
- l. **Warehouse:** The warehouse is a facility of EYBY.COM where all the products in Eyby.com Express (Fulfilment by Eyby.com) are stored and where orders are processed.

2. GENERAL INTERPRETATION

In this agreement unless the context otherwise requires, reference to;

- a. Words importing the singular number only shall include the plural number also and vice versa and words importing masculine gender includes the feminine gender neuter and vice versa;
- b. Clauses sub-clauses shall be construed as references to clauses, sub-clauses, conditions and sections of this agreement;
- c. The expression "*person*" shall include any legal or natural person, partnership, trust company, joint venture, agency, government or local authority department or other body (whether corporate or not);
- d. Any statute or any provision of any statute shall be deemed to refer to any statutory modifications or re-enactment thereof and to any statutory instrument, order or regulation made thereafter or under such re-enactment;
- e. Headings to sections are for convenience only and shall not affect the construction and or interpretation of this Agreement;
- f. In this agreement any reference to any document means that document as is supplemented. Amended or varied from time to time by parties thereto in accordance with the terms (if applicable) hereof and thereof;

WHEREBY IT IS AGREED AS FOLLOWS: -

- a) Metsec Cables Limited trading as Eyby.com owns and operates an online platform in Kenya that allows merchants to sell their products to the customers. The platform is currently provided www.eyby.com and may be provided on different websites or applications in the future as Eyby.com may elect.
- b) The Vendor desires to benefit from the online marketing services of Eyby.com by offering products for sale on the Eyby.com's platform according to the terms and conditions of this Agreement.
- c) Eyby.com and the Vendor are entering into this Agreement in good faith and based on the terms and conditions herein;

NOW therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

3. SCOPE OF SERVICES

- i. The Vendor will offer its Products to Customers on the online Platform and Eyby.com will in turn accept the online purchase Orders from the Customers on behalf of the Vendor.
- ii. Eyby.com will then pick up the purchased Product(s) packaged at the Vendor's premises and ship and deliver the purchased Product(s) to the Customers. (or the Vendor will drop off the product(s) to Eyby.com).
- iii. The Customer will be required to fill in an online application form set on the Platform stating their contact information and a detailed description of the purchased product.

4. EYBY.COM'S RIGHTS AND OBLIGATIONS

- i. Eyby.com will display the Products specified by the Vendor on the Platform for the purposes of online marketing.
- ii. Eyby.com will be responsible for delivering the Product(s) to the Customers.
- iii. Eyby.com will provide to the Vendor training material as well as the support needed to enable the Vendor to build the level of competences and to gather the knowledge needed to operate its shop on Eyby.com. Trainings are set up in order to educate the Vendor on the use of the Seller Center. This training may be provided both online or offline. Eyby.com reserves the right to charge a fee for certain training programs. Vendors may be required to attend training in order to be eligible to sell on the platform.
- iv. At Eyby.com's discretion it may provide the Vendor with analytics about the performance of the Vendor's products and additional marketing support. This support may be reflective of the agreed level of commission.
- v. Eyby.com will communicate to the Vendor using the contact information given by the Vendor to Eyby.com when registering on Seller Center. SC is the primary mode of communication between Eyby.com & the Vendor.
- vi. Eyby.com reserves the right to share the Vendor's contact information as well as the content the Vendor created on Seller Center in accordance with the Terms and Conditions and Privacy policy on www.eyby.com

5. VENDOR'S RIGHTS AND OBLIGATIONS

- i. The Vendor authorizes Eyby.com by virtue of this Agreement to accept binding online purchase orders and payments (whether online or cash) from the Customers on behalf of the Vendor. The Vendor further authorizes Eyby.com to divulge data and information about the Vendor and the Products on its Platform to the extent required for online marketing.
- ii. Eyby.com will provide the Vendor access to a proprietary application called the "Seller Center". The Vendor is responsible for using this platform to manage its product content, order fulfilment and financial accounts with Eyby.com.
- iii. The Vendor is responsible for updating Eyby.com's Seller Centre and account manager within 24 (twenty-four) hours in case of any change in its contact information. Eyby.com will not be responsible for any missed communication with the Vendor as SC is the primary mode of communication between the Eyby.com and the Vendor.
- iv. The Vendor will provide a detailed description for the Products and all the information necessary to Eyby.com prior to displaying a Product on the Seller Center Platform. This includes, but is not limited to, a detailed title and sub-title, price, quantity, picture and description of the Product. The Vendor must immediately notify Eyby.com of any changes to the information provided to Eyby.com by editing the product description on the "Seller Center" platform.
- v. The Vendor certifies that the description of the products listed on Eyby.com are true, abide by any law applicable to the promotion of a product to an end customer, and is respectful of the product creation Guidelines as communicated by EYBY.COM and available from the Seller Center account.

- vi. The Vendor acknowledges that every item sold has to be identical to its description on Eyby.com.co.ke and to the images provided. EYBY.COM may inspect the products given by the Vendor in order to check their conformity with the specifications mentioned by the Vendor on its Seller Center account. In case of non-conformity with the technical characteristics, with the colour, image or in case of technical default, Eyby.com will return the product to the Vendor and charge penalties as stipulated in the Guidelines.
- vii. The Vendor will indemnify and hold Eyby.com harmless of any suit, dispute arising from presenting on the platform illegal information or products, as well as products for which the Vendor does not have a license to sell or distribute. Eyby.com reserves the right to delist such items without reference to the Vendor.
- viii. The Vendor acknowledges that all the information relating to the Products provided to Eyby.com is true, real and does not violate any third party's copyright. The Vendor further guarantees that this information satisfies all legal requirements, and in particular satisfies information requirements for consumer protection.
- ix. The Vendor is responsible for setting the prices of its products listed on www.eyby.com. The price must include all relevant taxes and abide by any pricing law in effect for the full duration of the listing. The Vendor ensures that every effort is being made to limit the number of disputes over its products regarding prices.
- x. The Vendor is responsible for keeping an up-to-date inventory of all the Products displayed on the Seller Center Platform and undertakes to immediately notify Eyby.com of any stock-outs so this can be updated on the Platform.
- xi. The Vendor will receive a confirmation of sale from Eyby.com on the Seller Center platform and/or via email.
- xii. The Vendor must adhere to its range of Products and prices as provided to Eyby.com and as described on the Product listings on the Platform.
- xiii. In order to maintain its reputation for quality and high standard of service, Eyby.com reserves the right to delist the Vendor and to terminate the relationship with the Vendor if the Vendor repeatedly receives bad reviews or complaints or fails to comply with other Eyby.com standards.
- xiv. Eyby.com offers to the customer the opportunity to evaluate the products on its site. Eyby.com may review these evaluations and may publish them for the benefit of the Vendor.
- xv. The Vendor has the right to reject returned items following the General Principles Regarding Process of Returned Items and the Return Guidelines available on Seller Center.
- xvi. The Vendor will communicate to Eyby.com's Vendor Success team or to their Key Account Managers where one is allocated using emails, phone, or mobile messaging.
- xvii. The Vendor commits to providing a manufacturer's warranty guarantee to its products and/or to replace all defective products (Dead on Arrival) and those that are beyond repair. The details of the warranty provided for the products must be explicitly stated on the announce.
- xviii. The Vendor commits to providing only genuine products and to abide by all applicable laws and regulations regarding sale of products to an end customer. The vendor further commits not to provide used or refurbished products. Any breach of this term may lead to immediate termination of the contract, and the Vendor shall indemnify Eyby.com from any dispute regarding a breach of such laws and regulations.
- xix. The Vendor will be issued with a unique ID during onboarding. The ID will be used for the following purposes:

- a) Identifying the Vendor and exchanging ownership over products shipped or stored by Eyby.com.
 - b) Identifying the Vendor to Eyby.com members of staff when addressing any Eyby.com related matters (E.g. dropping of or collecting returns, collecting Cheques etc.)
 - c) Dispute resolution i.e. no disputes may be raised unless the valid Vendor ID was used (where required). At the same time, Vendor IDs replace any other form of vendor certification during regular operations (e.g. signature, stamp etc).
 - d) Eyby.com will not be responsible for any loss, theft or misplacement or Vendor IDs once handed over to the vendor. In this regard, it's the vendor's duty to take good care of their ID and to immediately report ID loss in order to prevent fraudulent misappropriation of vendor property.
- xx. The Vendor agrees to share diligently all the information needed regarding his or her business and operations in order to help Eyby.com resolve his or her issues while operating on the platform. The information shared must be as exhaustive and structured as possible.
- xxi. The Vendor acknowledges that there are no ongoing criminal, bankruptcy or tax proceedings or other penalties as laid down in Appendix C hereinbelow, outstanding in relation to any Product the Vendor is listing on the Platform. The Vendor further undertakes to take great care to keep his range of Products, stock count, prices and associated terms and conditions like delivery fees and warranty information up to date.

A. In the case of orders fulfilled via drop shipping

- i. This is the default method of vendor delivery. The Vendor will process the Orders and package the Products and drop them off at Eyby.com's designate hubs with all reasonable care the moment the confirmation of sale is received from Eyby.com via email and/or text message. Orders should be prepared by the Vendor in a merchantable quality within no later than one (1) Business Day from receipt of confirmation of sale from Eyby.com. In case the Vendor cannot fulfil an Order submitted to it for any reason, it must immediately notify Eyby.com no later than one (1) Business Day from receiving the Order from Eyby.com.
- ii. The Vendor keeps the responsibility for the management of its stock and provides to Eyby.com the product ready to be delivered to the customer i.e. Packages and not items. Eyby.com or any of its 3PLs are in charge of the delivery of the product to the final customer.
- iii. The Vendor commits to appointing an employee who will be the main contact person between the Vendor and the logistics service of EYBY.COM. If the employee is not available, the Vendor will provide an alternate contact person to make sure that the orders are processed on time.
- iv. The Vendor commits to processing and shipping the orders within the timelines indicated in the Guidelines. Eyby.com may change these guidelines for the benefit of the customers and sales by giving 14 days prior written notice to vendors.
- v. The transfer of possession of the product will occur when the Vendor is given a delivery note which certifies that Eyby.com received the product. The Vendor remains the owner of the goods until they are actually sold and received by the customer.
- vi. No product damaged before the transfer of possession between the Vendor and Eyby.com will be accepted by Eyby.com. If the product received by Eyby.com is damaged, Eyby.com will ask the Vendor for the free substitution of this product with a product in good conditions.

- If the product is lost or damaged in Eyby.com's possession, Eyby.com will pay the vendor once an invoice for the value is submitted in accordance to clause 7 herein.
- vii. The Vendor must attach an ETR receipt to every invoice that contains products where tax class "default 16" has been indicated. If the Vendor is unable to produce an ETR receipt for orders of a Product, tax class "0" must be indicated.
 - viii. The ultimate decision on the ideal operating model will consider requirements of both parties in order to increase efficiency and sales and will ultimately be Eyby.com's to take.

B. In the case of orders fulfilled via Eyby.com Express.

- i. After being accepted to Eyby.com Express, the Vendor may choose through his Seller Center to put in consignment some part of his or her stock. The Vendor remains the owner of these products during the entire period of deposit. Any opened or damaged products will not be accepted by Eyby.com.
- ii. **Stock Receiving:** The vendor will ensure all the products mentioned in the fulfilment request are the exact products dropped off to Eyby.com's warehouse. The Vendor can drop off their products only during the opening hours of the Warehouse with prior scheduling. When dropping products, the Vendor must provide the list of the products and quantities dropped off to become Eyby.com Express. The Vendor representatives will wait until full inbounding is done to sign 2 copies of delivery receipt acknowledging arrival in the Warehouse.
- iii. **Stock Retrieval:** The Vendor can request for his stock to be removed from the warehouse and made available for pick up with a 2-week notice period. Eyby.com will provide the Vendor with a detailed list of the products and quantities being returned to the Vendor, when the Vendor picks up their stock. The Vendor bears responsibility on requesting retrieval of products which are slow selling or not selling, as they approach expiration date or develop any other characteristic that would render them unsaleable (e.g. aging technologies). At the same time, Eyby.com reserves the right to request vendors to retrieve their stock from the Warehouse with a 1-week notice period.
- iv. Eyby.com reserves the right to perform random sampling quality checks before accepting items. Eyby.com further reserves the right to reject early or late shipments.
- v. Eyby.com is responsible for any damage done to the Vendor's product while in Eyby.com's possession and will pay the vendor once they submit an invoice in accordance to clause 7 herein...

6. COMMISSIONS, FEES AND FINES

- i. Payments made to the Vendor are calculated as the sum of the selling price including tax of all items delivered to customers less the sum of the selling price including tax of all items returned within this same period and less commissions and penalties. The Payment terms applicable are described in Payment terms Guidelines. All payments to the Vendor shall be made in Kenya Shillings. Eyby.com reserves the right to adjust this commissions by serving a **fourteen (14) days** prior written notice to the Vendor via the provided email. These percentage commission are set out in Appendix A - Commissions.
- ii. **Value Added Services (VAS):** Eyby.com reserves the right to charge the vendors for the following services leading to vendor added value. These services may be added or reduced from time to time.

- a) Packing fee.
 - b) Logistics fee.
 - c) Business intelligence, marketing and other value-added services aimed at boosting sales and providing data on the vendor's business with Eyby.com.
 - d) Item bundling
 - e) Storage services for Eyby.com Express.
 - f) Packaging materials.
 - g) Fulfilment charges.
 - h) Returns management charges.
 - i) Sponsored products.
- iii. **Fulfilment fees** the fee structure is set as in Appendix B - Fees.
 - iv. **Fines** For the first calendar month after the start of this Agreement, all fines will be waived by Eyby.com. After this free trial period, Eyby.com will charge fines when clauses in Article Four are breached by the Vendor. The fine structure is set out in Appendix D - Fines.

7. **PAYMENT AND TAXES**

7.1 Payment Options: Payments will be made by either Bank Transfers, or any form of mobile money (e.g. M-Pesa). The vendor must enter their exact and up to date contacts and Bank information in the Seller Center. The payment method may be subjected to change as described in the Payment terms option and guidelines. Payments for small vendors may be done daily VIA Mpesa. For other vendors it may be weekly or monthly.

7.2 Invoices:

- a) For Drop Shipping: The Vendor has to provide an invoice for the customer when dropping the package at Eyby.com to be delivered to the customer. Eyby.com will invoice the Vendor for its commission and for the fees charged for its value-added services as well as for the penalties applied. VAT will apply to all invoices and an ETR will be provided with the invoice. This invoice will include the commissions, fees for value added services and penalties owed by the Vendor to Eyby.com.
- b) For damaged or lost items by Eyby.com: The vendor is required to provide an invoice within fourteen (14) days of Eyby.com accepting responsibility to pay. Eyby.com will charge the vendor storage fees thereafter at its prevailing storage fee rate up until the vendor submits an invoice for payment or until the value of the item is exhausted.
- c) **Commission Calculation:** The revenue collected by Eyby.com on behalf of the Vendor is based on the orders successfully delivered and paid for by to the customer. The Vendor understands that the items shipped but not delivered at the time of the payment are not included in the payment.

The commissions are calculated as a percentage of the selling price including tax and are invoiced inclusive of applicable taxes. All other fees are invoiced inclusive of VAT; Eyby.com will withhold its commission and fees, inclusive of VAT from the pay-out made to the Vendor.

7.3 Sales Report: At the end of each month, Eyby.com shall issue via Seller Center a Sales Report for reconciliation of the sales recorded by the Vendor prior to making payments and covering:

- a) The products delivered.
- b) The products returned.
- c) The products cancelled.
- d) Any other transaction (Fees, Penalties, Correction entries).

- 7.4 Reimbursement:** There is no reimbursement after the execution of the various operational and marketing value added services Eyby.com can provide. However, reimbursements for any loss or damage will be made on a monthly basis.
- 7.5 Reconciliations:** Eyby.com reconciles vendor accounts once a month and informs vendors once the process is complete. The reconciliation always refers to the items shipped the previous month. Vendors may raise issues within 7 days from the completion of each reconciliation cycle and only in reference to the items subject to the present reconciliation. Any issues raised after the 7 day period will not be addressed by Eyby.com.
- 7.6** Each party shall be responsible for the settlement of its respective income tax liability which arises from any transaction in relation to this contract.
- 7.7** For avoidance of doubt the Vendor will pay VAT on the sale to the customer and subsequently provide a receipt for the same to the customer. Eyby.com will charge VAT on its commission and provide the Vendor with an ETR for this amount.
- 7.8** As noted in 7.6 above, the Vendor is obliged to make a withholding tax payment equal to 5% of the commission value, on behalf of Eyby.com.

7.9 RETURNS

Eyby.com will accept products returned by its customers, if the return reasons abide by the return policy as well as the [Guidelines](#) .

- i. The Vendor will accept the conditions of return of Eyby.com. These Conditions are in the [Guidelines](#). Moreover, the Vendor will renounce to his or her own return policy for all the orders received on Eyby.com.
- ii. In general, if the original product packaging remains closed/sealed, customers are allowed to refuse delivery for any reason. This may include change of mind, lack of money, lack of availability for delivery, damaged packaging, defective items etc.
- iii. The Vendor is obligated to accept return of Goods, in original packaging, on the following cases:
- iv. Faulty Goods, defined as “Dead on Arrival” (i.e. not working from the onset), with manufacturing defect or missing parts, as defined below:
- v. Dead on Arrival: for cases reported by the customers within 7 days from delivery, customers are entitled to replacement or refund at seller's expense; the replacement will be facilitated by Eyby.com on the Vendor's behalf. This will either be by replacing the product from Eyby.com Express stock or placing a new order for Drop Shipping products. Eyby.com will receive the product from the customer and confirm that the product is Dead on Arrival. If Eyby.com's quality control process is disputed by the vendor and proves to have been inaccurate (i.e. the product is not dead on arrival), Eyby.com will bear the cost & reimburse the vendor.
- vi. Manufacturing defect (provided the product is under Warranty): for any cases reported to Eyby.com by the Customer, in which the customer handed over the product to the Service Center and the Service Center was not able to repair the product fully within 7 days of receipt, customers are entitled to replacement or refund at seller's expense; the replacement will be facilitated by Eyby.com on the Vendor's behalf or by the Service Center itself, depending on the vendor's

agreement with the Service Center. If the customer refuses to take the product to the service center, any replacement or refund will not be at the expense of the vendor. At the same time, if the service center defaults on the agreement with the vendor, the vendor becomes responsible towards the customer.

- vii. Missing parts: for any cases reported by the customer within 7 days from delivery, customers are entitled to replacement or refund at seller's expense; the replacement will be facilitated by Eyby.com on the Vendor's behalf. This will either be by replacing the product from Eyby.com Express stock or placing a new order for Drop Shipping products. Eyby.com will receive the product from the customer, and confirm that the product has missing parts, before returning it to the vendor.
- viii. Delivery of the wrong product (product is different from the one described on the website)
- ix. Customer changes his or her mind (as outlined above)
- x. Failed deliveries – these are cases where our delivery associates are not able to meet the customer, the customer does not pick up his ordered item or otherwise the product's original packaging remains closed/sealed. The transaction was not completed.
- xi. Rejections – these are cases where our delivery associates meet the customer or the customer picks up his ordered item, but rejects it on the spot, in the presence of our delivery staff. In such cases the product has been examined by the customer, where applicable the seal has not been broken, nor has the product been used and therefore the transaction was not completed.
- xii. Returns – these are cases where the delivery and transaction are completed successfully but the customer requests a return within 7 days from the delivery date.
- xiii. For Customer Convenience, EYBY.COM and the Vendor commits to accepting the product returned by the Customer if:
 - a) The Customer asked to have his or her product returned to the Vendor within 7 days after the delivery date and through the Customer Service of Eyby.com or by filling Eyby.com's dedicated online return form and the product meets the minimum requirements for return, given the complaint raised:
 - b) The product sent back is still in its original packaging
 - c) The product has not been used and is in good condition, unless reported defective or damaged
 - d) There is no part of the product missing, unless reported to have missing parts
 - e) For items with manufacturing seals, the security seal has not been broken, unless the is reported to be defective, damaged, to have missing parts or to be the wrong item (i.e. not what the customer ordered, different from the website)
 - f) The customer has conserved and sent back the invoice of the product and the free packaging complete with free gifts and accessories.
 - g) If an item is rendered unsellable during the delivery process, while the Vendor fully complied with packaging [Guidelines](#) at the point of shipping, EYBY.COM will bear the cost of return of the item and will pay the value of the item as if it were sold to a final customer.

- xiv. In case of products returned or rejected, a Quality Control check is done by Eyby.com in order to determine who is responsible for the return of the product.
- xv. If the vendor is responsible for the default of the product or the product is in good condition and the customer is entitled to return it, as per the Returns Policy, Eyby.com will return the product to the Vendor. If the Vendor has already been paid for the sale of the product, he or she has to reimburse Eyby.com minus the amount of the commission deducted by Eyby.com when the item was sold. Eyby.com will deduct the amount relative to the returned item from the next payout due to the Vendor. If no payouts are due or the Vendor decides for whichever reason to recede from this contract, he will still have to reimburse Eyby.com for the amount of the item minus the commission.
- xvi. If Eyby.com is responsible for the default of the product, Eyby.com will reimburse the Customer or will replace the product less commission. In this instance the vendor is still obligated to collect the returned item.
- xvii. If the quality control shows that the Customer is responsible for the default of the product, the product is sent back to the Customer and there is no reimbursement.
- xviii. **Responsibility of Quality Control:** Once the product is returned, Eyby.com has the responsibility of performing a quality control check. In the case of defective or damaged products, the quality control done by Eyby.com will be considered as the only valid control. In order to facilitate the correct quality assessment, Eyby.com encourages the vendors to help improve the quality check guidelines where product specificities and vendor experience with the product recommend it.
- xix. **Disagreement over the quality control:** In case of disagreement over the quality control, the Vendor has to open a dispute resolution procedure. He or she has to provide Eyby.com within 7 business days with the proof that the object was working and had the quality necessary to be sold when he or she provided Eyby.com with the product.
- xx. **Reimbursement of products returned and penalties:** If at the end of the return process, Eyby.com establishes that the final customer has to be reimbursed; Eyby.com reimburses the customer and sends an invoice to the Vendor. Deductions are made from the next vendor payout.

If the product is sent back by the Customer and is in state to be sold again and the Vendor will remain the owner of the product:

If Eyby.com has already paid the Vendor, an invoice is sent to the Vendor so that he or she reimburses Eyby.com by way of deduction on the next payout.

Eyby.com commits to return a product to the Vendor within a definite timeline, as specified in the Guidelines. If Eyby.com Fails to do so, Eyby.com will provide a relief to the vendor as indicated in the Guidelines.

Forfeiture of Ownership: If the vendor does not collect any products that should be returned to him since rejections/returns from the customers, or aging stock, within the time stipulated in the guidelines following the notification by Eyby.com of the availability for collection of such items, Eyby.com will engage in the legal procedures required to dispose of the goods by issuing the relevant legal notices in accordance with the law.

No Return Rejection. The vendor has an obligation to accept ALL returns be it Eyby.com Fault or otherwise. In instances where it is Eyby.com fault, the vendor will be required to collect the rejected item within 14 days. The vendor can raise a claim for payment via Seller Center immediately the return is created.

8. GENERAL ACKNOWLEDGEMENTS & TERMS

- i. Both Parties acknowledge and agree that Eyby.com has the right to modify the general terms and conditions of its Platform at any time and without giving any justification. In this case, Eyby.com will serve a fourteen (14) days prior notice via email to the Vendor with this regard,

with a confirmation of receipt provided by the Vendor. If the Vendor does not object to these changes in writing within fourteen (14) Business Days from delivery of such notice, the changed terms and conditions will be considered accepted by the Vendor.

- ii. The Vendor acknowledges that the relationship between the Customers and Eyby.com is governed by the privacy policy and the general terms and conditions, both of which are available on the Platform and updated from time to time.
- iii. The Vendor is free to collect items stored in Eyby.com's warehouse subject to issuing of a 48 hour notice and provided that the products are not subject to the fulfilment of a purchase order by a Customer.
- iv. Both Parties acknowledge and agree that Eyby.com may carry out changes to the Platform or the service, or suspend the service, on the platform without notice to the Vendor.
- v. The Vendor acknowledges & grants Eyby.com the perpetual rights to use, reproduce, modify, adapt, publish, translate and create other content and to distribute the content that the Vendor provides in relation to fulfilling its mandate under this agreement.

Pricing: Eyby.com does not change the prices of the products listed by the Vendor unless during a promotion entered into by the Vendor. Pricing can be adjusted any time by the Vendor for any item sold on his account via seller center, provided that the adjustment is not made after an order has been made for the product. For avoidance of doubt pricing is the sole responsibility of the vendor.

Stock Level and Order Fulfilment: Eyby.com will accept binding sales on behalf of the Vendor and will ensure that order data is passed on to Vendor through the Seller Center within one business day subject to holidays and weekends.

The Vendor certifies that for all its products listed on Seller Center, the stock indicated as available is consistent with its real stock immediately available. The Vendor will process the order as per the Fulfilment Method he or she subscribed for, following the detailed Guidelines available on the Seller Center.

If not selecting Eyby.com Express (Fulfilment by Eyby.com):

The Vendor will process orders and arrange delivery with all reasonable care and diligence the moment receipt of confirmation of sale is received through the Seller Center. Orders should be confirmed through Seller Center and dropped off or picked up before the Maximum Fulfilment Time displayed in Seller Center. Late fulfilment, all vendor cancellations or any actions bringing prejudice to the customer's purchasing experience will result in penalties charged to the Vendor as dictated in this agreement.

The Vendor will process the orders, prepare the package, the delivery note, the invoice for the customer, and the acknowledgement of receipt including the Electronic Tax Receipt.

The Vendor will dedicate a contact person for the management of its stock on Eyby.com.

If for any reason the vendor is unable to fulfil orders, the vendor must turn off all SKUs in his or her store for at least five business days in advance to avoid failure to fulfil new orders.

Packaging Guidelines: Eyby.com will provide access to the Vendor to packaging [Guidelines](#) on Seller Center. The Vendor is responsible for packaging its items. Eyby.com may at its own discretion offer this service temporarily. EYBY.COM may as well provide adapted packaging material for sale on Eyby.com.

Eyby.com may conduct random checks and audits of the packaging practices of the Vendor and may refuse to ship an order for which the packaging is not matching the Packaging [Guidelines](#). In such case, penalties may be applicable, as stipulated in the packaging [Guidelines](#).

- i. **Promotion Feature:** Eyby.com controls the placement of promoted products submitted by the Vendor through Seller Center.
- ii. **Changes to website content-** Eyby.com may perform changes to its website content or the services offered, including suspending these services for an unlimited period of time.
- iii. **Third Party Provider:** EYBY.COM may use third party service providers to fulfil some part of the services to the Vendor and to the customer.

9. **LIMITATION OF LIABILITY.**

- i. Both Parties acknowledge and agree that Eyby.com does not guarantee the quality or the condition of the sold products. The Vendor wholly and solely acknowledges that all the products are free from defects in design, materials and workmanship, clear of any liens, claims and encumbrances and comply with all relevant laws, regulations and requirements. The Vendor also acknowledges that the Products are of merchandisable quality, fit for the particular purpose for which they are intended and match their description. The Vendor undertakes to indemnify Eyby.com from any third parties' claims relating to the quality or the condition of the sold product(s) or resulting from the Vendor's violation of any of the applicable laws or regulations.
- ii. Eyby.com does not guarantee that its service will be free from all malfunctions but will exercise all reasonable care and skill to resolve any such case.
- iii. Eyby.com will take full responsibility of all the items/product stored in their custody. In the event any damage / misappropriation happens to the item, Eyby.com will fully pay the Vendor.
- iv. VAT liability for the product sold rests with the Vendor and EYBY.COM will not be responsible for any VAT obligations that may arise. EYBY.COM will remit and declare applicable taxes, including VAT on the amount of the commission and fees collected for its services and withholding tax where applicable.
- v. EYBY.COM does not guarantee any commercial results to the Vendor concerning the products that he or she puts on EYBY.COM's platform.
- vi. The Vendors commit to compensating Eyby.com, its administrators, managers, owners, employees, subcontractors, suppliers against any loss, expense, damage or cost (including lawyers' fees) which would result of any violation of one of the terms of this contract by the Vendor or of the misuse of the platform provided by EYBY.COM.

10. **CONFIDENTIALITY**

- i. Both Parties undertake that, during the term of this Agreement and for one (1) year after termination, they will not disclose, provide, copy or otherwise make available to any third party any Confidential Information of any kind concerning the other Party except to the extent necessary to implement this Agreement and perform the marketing services stated thereto, this includes, but is not limited to, the content of this Agreement, all the information and data acquired in connection or for the purposes of this Agreement. Both Parties undertake to comply with all applicable privacy laws and handle accordingly all data related to Customers, Vendors and business partners.
- ii. Upon termination of this Agreement each Party must immediately return to the other Party all material in its possession which contains Confidential Information of the other Party.

11. INTELLECTUAL PROPERTY RIGHTS

For the purposes of this Agreement, both Parties acknowledge and agree that Eyby.com has the right to utilize the Products and the Vendor's name, logos, listings, trademarks, intellectual property rights and significant signs by several means and forms for marketing purposes and disclose the relationship with the Vendor. The Vendor further guarantees Eyby.com that necessary steps as regards intellectual property have been taken as regards their products. The Vendor also allow Eyby.com , for the purpose of advertising Eyby.com's service to use their name logos, listing, trademarks and any other forms of intellectual property and that more specifically these advertisements include but are not limited to their use in Google AdWords campaigns, domain name registrations and other online marketing and search engine optimization measures.

12. AMENDMENTS

This Agreement may be amended in writing from time to time. This is done by way of an email sent to the Vendor through his or her registered email in the Seller Center account or via Seller Center. In Instances where Eyby.com doesn't receive an answer or written objection within fourteen (14) days, the amendment will be deemed to have been accepted and form part of this agreement.

13. RIGHT OF SET OFF

Eyby.com shall have the right to set off any sums owed by it to by the Vendor hereunder against any sums due and owing to the Vendor whether this agreement or otherwise.

14. FRAUD AND/OR CRIME MANAGEMENT

In the event of loss or theft of anything, an immediate written report shall be made to the relevant authorities in addition to one also being made to Eyby.com.

15. BRIBERY AND ENTICEMENT.

The Vendor agrees and commits to not giving money or items of value to any employee of Eyby.com or any person or firm when there is reason to believe the gift will be passed on to a Eyby.com employee in an attempt to influence favourable treatment from Eyby.com or alter an outcome in their favour.

The Vendor agrees to abide by the Anti-Corruption and Economic Crimes Act and all other enabling laws in regards to bribery and corruption.

The Vendor further acknowledges if proved or there is reasonable suspicion that they have engaged in such a practice that Eyby.com will terminate this agreement immediately and take appropriate legal action.

16. NO GUARANTEED INCOME

No warranties or representations are made with the regard to potential revenues that may be earned by the Vendor from the provision of Eyby.com's services and no reliance should be placed on any statements or projections provided, whether verbal or in writing to this respect.

17. ENTIRE AGREEMENT

Both Parties acknowledge and agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.

All schedules, annexures, appendices and amendments hereto form part of this agreement.

18. SEVERABILITY

Both Parties acknowledge and agree that the provisions of this Agreement are severable and if any provision in this Agreement is held invalid or unenforceable under any competent jurisdiction, such invalidity or enforceability will be restricted only to the this provision and will not in any manner affect the validity or enforceability of the other provisions in this Agreement. Both parties will endeavor to replace the invalid clause by a valid one that reproduces as closely as possible the intended economic meaning of the invalid clause.

19. TERMINATION

A) Term and Termination

This Agreement will remain in full force and effect until it is terminated without cause by either Party by serving a thirty (30) days prior written notice to the other Party. The rights and obligations generated during this notice period are still subject to the terms and conditions of this Agreement.

B) Immediate Termination

Eyby.com may terminate this Agreement immediately without a need for serving a prior written warning or notice to the Vendor in case of occurrence of any of the following events:

- a) If Eyby.com receives negative ratings and reviews about the Vendor's Products on the Platform and the Vendor repeatedly fails to implement Eyby.com's recommendations; or
- b) If the Vendor fails to fulfil any of its obligations or undertakings stated in article five.
- c) If the Vendor fails to meet level of operational performance considered as bare minimum to provide a satisfactory Customer experience of purchase on the platform and/or breaches any clauses in this contract. The performance levels and the way they are being measured are available in the Guidelines section of the Seller Center.

For avoidance of doubt, Eyby.com also reserves the right to suspend this Agreement with a Vendor in the event that the Vendor is deemed to be acting in a manner that can be deemed as gross misconduct/conduct unbecoming of a Eyby.com Vendor.

C) Probation Period

For the first calendar month after the start of the Agreement, the Vendor is considered to be on a probation period. During this time, the Vendor will be evaluated on its performance of the obligations contained in this Agreement, with particular attention to Article Five. Eyby.com endeavours, but is not obligated, to share the scorecards and scoring method for this evaluation with the Vendor on a weekly basis. If the Vendor consistently fails to follow the terms of the Agreement, Eyby.com reserves the right to delist the Vendor from the platform after one calendar month without notice.

20. CONSEQUENCE OF TERMINATION

Both Parties will settle within a maximum period of thirty (30) days, any amounts due in accordance with the terms and conditions of this Agreement.

Termination of this Agreement is without prejudice to any of the rights, remedies or obligations of the Parties existing at the time of termination and the obligation to pay any amounts due and/or payable hereunder.

21. DISPUTE RESOLUTION

Should any dispute arise between the parties with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the parties shall in the first instance attempt to resolve such dispute by amicable negotiations.

- a. Should such negotiations fail to achieve a resolution within Fifteen (15) days, either party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to arbitration under the following terms:-
- i. Such arbitration shall be resolved in accordance with the provisions of the Kenyan Arbitration Act 1995 (as amended from time to time)
 - ii. The tribunal shall consist of one arbitrator to be agreed upon between the parties failing which such arbitrators shall be appointed by the Chairman for the time being of Chartered Institute of Arbitrators (Kenyan Chapter) upon the application of either party.
 - iii. The place and seat of arbitration shall be Nairobi and the language of arbitration shall be English;
 - iv. The award of the arbitration tribunal shall be final and binding upon the parties to the extent permitted by law and either party may apply to a court of competent jurisdiction for enforcement of such awards;
- b. Notwithstanding the above provisions of this clause, a party is entitled to seek preliminary injunctive relief for interim or conservancy measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

22. GOVERNING LAW

This Agreement is governed by the Laws of Kenya and the parties submit to the unfettered jurisdiction of the Kenyan courts.

23. EXECUTION BY EYBY.COM

This Agreement may be executed on behalf of Eyby.com by its authorised representative using any form of electronic or digital execution including the use of digitally scanned signatures image and the Vendor acknowledges that such execution shall have the full force and effect of a physical signature.

IN WITNESS WHEREOF this agreement has been duly executed in two counterparts on the effective date by:

<p>METSEC CABLES LTD:</p> <p>Authorized Representative:</p> <p>Name:</p> <p>Capacity:</p> <p>Signature:</p> <p>Date:</p> <p>Witnessed by:</p>	<p>Vendor:</p> <p>Authorized Representative:</p> <p>Name:</p> <p>Capacity:</p> <p>Signature:</p> <p>Date:</p> <p>Witnessed by:</p>
--	---

Kutus	258.62	41.38	300.00	Kilifi	431.03	68.97	500.00
Makutano	301.72	48.28	350.00	Lamu*	1,206.90	193.10	1,400.00
Makuyu	293.10	46.90	340.00	Malindi	534.48	85.52	620.00
Marsabit	560.34	89.66	650.00	Mariakani	431.03	68.97	500.00
Matuu	284.48	45.52	330.00	Mombasa	413.79	66.21	480.00
Maua	362.07	57.93	420.00	Mtito Andei	387.93	62.07	450.00
Meru	327.59	52.41	380.00	Mtwapa	431.03	68.97	500.00
Mukurweini	474.14	75.86	550.00	Mwatate	500.00	80.00	580.00
Murang'a	258.62	41.38	300.00	Sultan hamud	293.10	46.90	340.00
Murarandia	318.97	51.03	370.00	Taveta*	534.48	85.52	620.00
Mwea	284.48	45.52	330.00	Voi	396.55	63.45	460.00
Mwingi	344.83	55.17	400.00	Watamu	474.14	75.86	550.00
Nanyuki	327.59	52.41	380.00	Wundanyi	517.24	82.76	600.00
Naromoru	344.83	55.17	400.00	MASHARIKI ROUTES			
Nkubu	344.83	55.17	400.00	BRANCHES	CHARGES	16% VAT	TOTAL
Nyeri	275.86	44.14	320.00	Athi River	241.38	38.62	280.00
Othaya	258.62	41.38	300.00	Emali	301.72	48.28	350.00
Ruiru	241.38	38.62	280.00	Garissa	474.14	75.86	550.00
Runyenjes	344.83	55.17	400.00	Isinya	293.10	46.90	340.00
Sabasaba	344.83	55.17	400.00	Kajiado	301.72	48.28	350.00
Sagana	284.48	45.52	330.00	Kangundo	241.38	38.62	280.00
Thika	241.38	38.62	280.00	Kibwezi	301.72	48.28	350.00
Timau	370.69	59.31	430.00	Kitengela	241.38	38.62	280.00
				Kitui	293.10	46.90	340.00
FLAMINGO ROUTES				Machakos	241.38	38.62	280.00
BRANCHES	CHARGES	16% VAT	TOTAL	Makindu	301.72	48.28	350.00
Eldama Ravine	344.83	55.17	400.00	Masii	517.24	82.76	600.00
Engineer	301.72	48.28	350.00	Mwala	517.24	82.76	600.00
Gilgil	241.38	38.62	280.00	Oloitoktok	387.93	62.07	450.00
Kijabe	284.48	45.52	330.00	Tala	275.86	44.14	320.00
Limuru	258.62	41.38	300.00	Wote	336.21	53.79	390.00
Maralal	1,379.31	220.69	1,600.00	NAIROBI ROUTES			
Molo	275.86	44.14	320.00	BRANCHES	CHARGES	16% VAT	TOTAL
Naivasha	258.62	41.38	300.00	Gatundu	258.62	41.38	300.00
Nakuru	258.62	41.38	300.00	Githunguri	258.62	41.38	300.00
Narok	284.48	45.52	330.00	Kiambu	241.38	38.62	280.00
Njoro	301.72	48.28	350.00	Kikuyu	241.38	38.62	280.00
Nyahururu	284.48	45.52	330.00	Nairobi	224.14	35.86	260.00
Olkalau	387.93	62.07	450.00	Ngong	258.62	41.38	300.00
				Ongata rongai	241.38	38.62	280.00

Notes

All rates given above cover the first 5kgs per item and delivery upto 5kms from the town of destination

Excess weight additional to the 5kgs per item will be charged at Kshs 60/- per

kg and Kshs 100/- per kg for towns with (*) Excess weight above 5kgs to

Maralal and Marsabit is charged at Kshs 80/- per Kg

Excess weight above 5kgs to Lodwar, Lamu, Lokichogio, Lokichar, Turkwel, Ortum and Kakuma is charged at Kshs 150/- per Kg

Packaging material costs			
Material description	Type	Unit of Measure	Unit cost (KES)
Plastic Flier - Extra Small	Fliers	Pc	5
Plastic Flier - Small	Fliers	Pc	8
Plastic Flier - Medium	Fliers	Pc	9
Plastic Flier - Large	Fliers	Pc	14
Packaging Box - Small	Cartons	Pc	18
Packaging Box - Medium	Cartons	Pc	42
Packaging Box - Large	Cartons	Pc	70
Eyby.com branded Tape 100m	Cello tape	Pc	137
Non Branded Tape (Clear) 50M	Cello tape	Pc	55
Bubble Wrap 1 roll *100m	Bubble Wrap	Roll	8120

Bubble Wrap 1metre * 1metre	Bubble Wrap	Meter	82
Stretch wrap 500mm *20mic (4.5 kgs)	Stretch Wrap	Roll	1590
Bubble mailer - Extra Small	Bubble Mailer	Pc	6
Bubble mailer - Small	Bubble Mailer	Pc	7
Bubble mailer - Medium	Bubble Mailer	Pc	8
Bubble mailer - Large	Bubble Mailer	Pc	13

	Item Bundling Service
Applicable to small items only	Ksh 10 per item

	Vendor ID
Replacement Fee	Ksh 300 per ID card

APPENDIX C

PENALTIES

Penalties will be enforced according to the below [Guidelines](#) but are not limited to them and are susceptible to be applied to any behavior in opposition to the [Guidelines](#) available in Seller Center and hurting Eyby.com's customer interest and / or the Eyby.com Brand. Financial penalties will be deducted from the pay out released to the Vendor according to the payment terms. The following list highlights most common offenses that would likely be subject to penalties:

(1) Quality Breaches these include but not limited to :

- Items of wrong color, size or other attributes than the ones stipulated on the website and items with missing (complementary) parts or otherwise incomplete
- Defective or dead on arrival (defective on purchase, upon opening it)
- Counterfeit used or re-sealed products: the sale of refurbished products (which are re-sealed) is subject to Eyby.com's discretion. Eyby.com will specifically inform vendors about the conditions under which such items may be sold on the platform. Without Eyby.com's express written consent, vendors found to be selling re-sealed products will be penalized.
- Relisting products that have been delisted for quality related reasons without written consent from Eyby.com.

(2) Slow fulfilment of orders as per the [Guidelines](#)

(3) Late/early inbounding - not respecting the AM/PM slot allocated to a vendor in order to inbound his stock into Eyby.com's Warehouse and failing to notify Eyby.com with at least 12 hours' notice. This penalty is applied both ways.

(3) Cancellation of orders in case of Vendor default and out of stock: Vendors list and receive orders on stock they afterwards cannot provide to Eyby.com for delivery to the customer.

(4) Not adhering to packaging requirements as listed in the [Guidelines](#).

(5) High rate of Returns of products or lack of compliance with the return policy.

(6) Out of Stocks.

(7) Failed quality checks for Drop Shipping.

(8) Supplying counterfeit, used or refurbished goods.

(9) Uncollected ageing products on Eyby.com Express

The amounts (in case of financial penalties) or procedures (in case of operational penalties) of those penalties are included on the Penalty [Guidelines](#) available in Seller Center and will be deducted from the Vendor payout at the frequency described in the Payment terms.

APPENDIX D

FINES

Out of Stock (OOS)		
When	<i>If you cancel an order you cannot ship...</i>	Customer Compensation (KES)
Started 1st June 2019	The same day	1.5x commission, min 375, max 750
	The next day (D+1)	2x commission, min 500, max 1000
	2 days later (D+2)	2x commission, min 500, max 1000
	3 or more days later (for exceptional cases)	3x commission, min 750, max 1500

Returns Compensation - Vendor Related Reasons*	
	Customer Compensation (KES)
	2x commission, min 500, max 3000
<p><i>Vendor Related Reasons* - Wrong item (item different than the website: different color, size, brand, other characteristics), Item is incomplete (has missing parts), Item is defective (tech issue), Item does not turn on (DOA-dead on arrival), Item is expired</i></p>	
Quality Control Fail - Compensation for Dropping Off Wrong Item	
	Customer Compensation (KES)
	500
<p><i>Vendor Related Reasons* - Wrong item (item different than the website: different color, size, brand, other characteristics),</i></p>	

Spotted Fakes on the Eyby.com Website	
	Customer Compensation (KES)
	1000
<i>Items flagged on the website for being counterfeit</i>	

Breach	Penalty
Counterfeit and Used products:	25,000 KSH
Penalty incurred if proven that vendor is portraying counterfeit or used products as new	
Re-listing de-listed products	5,000 KSH
Late or missed inboundings:	5,000 KSH per occurrence
Failing to deliver products within the 4 hour delivery slot agreed with Eyby.com	

Payment Schedule – Appendix D

All Vendors will by default be on a weekly payment schedule.

Monthly payments: Payments will be made on the 6th working day after the month end.

Weekly payments: Payments will be made by the end of the 3rd working day, after the end of each week. The end of the week for this purpose is Sunday.

Payments are made by MPESA or EFT. No weekly or monthly payments are made by cheque.

APPENDIX E

RETURNS.

Eyby.com reserves the right to return to the vendor any items inbounded in its warehouse, for various reasons including but not limited to lack of sales, depreciation/expiration, space constraints, etc. Vendors may raise their concerns and offer alternative solutions, but ultimately they are required to accept any eventual returns.

Eyby.com currently requires vendors to accept returns of:

- Aged inventory older than 90 days.
- Aged inventory older than 30 days no orders were placed over the past 30 days.
- Aged inventory older than 30 days if the vendor has not provided KEBS certification.

In case vendors do not take ownership of their products, Eyby.com may trigger legal proceedings in order to obtain the vendor's consent and ultimately relieve itself from any obligations related to the vendor's products.

When collecting returned products (i.e. products rejected by the customers, returned by the customers or returned by Eyby.com from the vendor's inventory stock since not selling) the Vendor is required to accept the items and raise a claim as per new return process in effect.

**APPENDIX F
INCENTIVES.**

Fast shipping incentive	
When	Incentive (KES)
Started 1st June 2019	20 KES/order for 100% orders shipped within D+1 (next day)

**APPENDIX G
Operations.**

Eyby.com Guarantee

Eyby.com Guarantee terms & conditions:

- The vendor keeps the sale (equivalent payout)
- Your products will not be eligible for Eyby.com Guarantee if returns for defective/DOA items surpass 10% of your total sales in value
- If you pass this 10% threshold, we will refund the customer & return the product to you (no Service Centers involved, no rejections allowed)

Self-Delivery Fulfilment Method

It's a fulfilment process where Eyby.com allows vendors to directly deliver orders to customers.

These are usually items that Eyby.com's logistics service provider (Eyby.com Services) is not able to ship due to cost or other challenges.

For a vendor to qualify for self delivery, they must meet the criteria below:

- Vendor's seller score must be > 4 in order to qualify for self fulfilment.(New vendors will be admitted based on their commercial potential).

All SKUs on the vendor's account must be locked to prepaid.

- Vendors must open new account to only undertake self-delivery.
- Vendor's contacts (phone number and email address) on seller center should be accurate.

Return policies.

- All of Eyby.com's return policies apply on self delivery.
- The vendors will be informed once the customer has requested for a return and it adheres to our return policy.
- They are obliged to retrieve items from the customers once the return request is confirmed
- Vendors should evaluate items they are to retrieve from customers and raise any complaint with regards to the condition of the items. They should send a picture to VIR 48 for evaluation. Failure to do this within our return collection SLA will lead to refund of the customer.
- For all items that need to be retrieved from the customer the vendor should plan and collect within 48 hours as per our return policy.
- The customer shall not be charged any fees for retrieval of the items.

NB: Self Delivery Vendors will be required to sign a 3PL contract with Eyby.com Services and adhere to the rules and regulations that govern Self Delivery

Reconciliation Guidelines

To ensure that the records issued by the vendor and those of Eyby.com tally. Refunds are done where there are valid discrepancies. **Vendors should not issue reconciliation requests for orders older than 3 months.**

Types of Reconciliations:

- Order reconciliation
- Stock reconciliations
- Account statements

POR - Proof of return document

UId / Jke - Unique Identification Number

RS number - Return number

KAM - Key Account Manager

1. **Order Reconciliation:**

When a vendor has queries regarding the status of his orders, he sends a reconciliation request. The vendor should send a list of all disputed order numbers in his claim.

Depending on the status of the orders, the VIR agent should:

- Cancelled orders - request for carrier manifests that are **dated, signed and stamped by Eyby.com.**
- Delivery failed orders - confirm location of the item. For items that have already been collected by the vendor ensure to attach the POR.

- Returned orders - confirm status of the item using the uid / RS number. If an item has been returned attach the POR.
- Delivered orders - confirm if the order was paid and send the vendor the statement it was paid under.
- Forfeited - confirm if email notifications and legal notices were sent to the vendor to collect the item.
- File to be sent to the vendor for feedback within 3 days
- When vendor responds agent should send approval for payment and conclude the reconciliation within 7 days.
- Send approved file for upload.
- If vendor does not respond, agent should notify the vendor that the issue has been closed for lack of response.
- Agent should not do a reconciliation that is past 3 months old as we may not be in a position to provide all the PORs.

2. Stock Reconciliation:

This is done when a vendor wants to confirm or has any dispute regarding stocks issued to the warehouse.

- Download data from inventory.
- Confirm how many items were inbounded per PO from the data given by the vendor.
- If any discrepancies confirm what is causing the discrepancy in stock.
- Check if lost items have been paid. Indicate the exact statement under which payment was made.
- For stock that was returned to the vendor, attach the POR document.
- Ensure written off items have been paid and indicate under which statement.
- Check if any email notifications were sent for forfeited items.
- Confirm if there are any items remaining in inventory.

3. Account statements reconciliation:

This is done when a vendor is disputing payments in his account statement. Any payment made to the vendor's account appears as a **Credit**.

- Download from Seller Center > Reports > Account Statements > Transaction overview > Specify the Date Range > Apply and Export.

Different transaction types:

- Commission - Deducted as Eyby.com fees
- Commission credit - Refund of excess commission deducted

- Customer compensation for out of stock - Penalty for out of stock
- Item price - Deducted when an item is returned by the customer
- Item price credit - Payment for item that has been issued by vendor and is successfully delivered.
- Eyby.com express fee - Charges applied for storage fees at the warehouse.
- Lost or damaged (order item level) credit - Compensation for a lost item that had an order number
- Lost or damaged (product level) credit - Compensation for an item lost in the warehouse that did not have an order number
- Shipping cost contribution - Charges for shipping the item (drop-shipping)
- Shipping cost contribution Eyby.com Express - Charges for shipping the item (Eyby.com Express)
- Subsidy - Credited to vendors account
- Subsidy refund - Debited from vendor's account

**APPENDIX H
COMMERCIAL**

**Commercial Value Added Services
Sponsored Products**

	Basic	Advanced	Pro
KES	2500	4900	9200
Clicks	425	945	2125
Cost Per Click	5.88	5.19	4.33

Newsletter Marketing

Description	Cost (KES)
Newsletter Marketing	1200