

Vendor Reimbursement Policy - Dropship

The website, www.AJIO.com and AJIO mobile application, (“**Platform**”) are managed and operated by Reliance Retail Limited (“**Reliance**”, “**us**”, “**we**”, “**our**”), a public limited company incorporated under the Companies Act, 1956, having CIN Number U01100MH1999PLC120563 and its registered office at 3rd Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai, Maharashtra – 400002, India.

This policy is in addition to the Vendor Agreement signed between Reliance and you (“**you**” or “**Vendor**”) for the purpose of purchase and sale of Products (“**Products**”). By selling Products to Reliance for Reliance to in turn sell the Products on the Platform to the end customers (“**Customer**”), expressly accepting this policy, you signify your consent to be unconditionally bound by this policy. You further understand and agree that this policy is adopted by Reliance at its sole and absolute discretion and may be rescinded / amended or modified by way of 7 days’ notice, at any point in time, without any further liability and/or responsibility and/or obligation towards you.

Overview:

This policy particularly sets forth the policy of the Platform, with respect to returns of Products sold/proposed to be sold by Reliance under the Dropship model.

This policy is specifically applicable to:

- (a) Pickup done by delivery agent. However, return is not delivered to the Vendor;
- (b) Order handed over to the delivery agent but neither delivered to customer nor returned to Vendor
- (c) Reliance has given intimation to the Vendor. However, Vendor disputes the claim;
- (d) Returned Product to the Vendor is damaged, stained or used;
- (e) Partial returns/ Missing parts or items;
- (f) Different Product returned of another brand to the Vendor;
- (g) Different Product returned of the same brand to the Vendor;
- (h) Empty Box/ Empty Packet received by the Vendor;
- (i) Fake Product returned to the Vendor

And the related processes including timelines for returns, process to make claims/dispute, prerequisites for disputes and resolution process.

Packaging and Shipping:

The general obligations of Vendor with respect to shipping and delivery of Products are set out in the agreements mutually agreed between the Vendor and Reliance. Without prejudice to the same, the general instructions with respect to shipment of any Products are as follows:

- (a) Obtain signature of the pickup executive on a copy of the manifest document before handing over the shipment, in the event Reliance appointed third party delivery executive is responsible for picking up the Products from the location of the Vendor;
- (b) Vendors are required to do the packaging of all the Products, delivered to Reliance or Reliance appointed delivery agent under a CCTV camera.

- (c) Reliance requires adherence to specific packaging guidelines in order to avoid in-transit losses. Reliance may reject the Vendor's claims if the Vendor does not adhere to these guidelines.

Returns:

The general obligations of Vendor with respect to return of Products are as follows:

- (a) Vendor shall accept all returned Products, regardless of them being delayed, damaged, used or soiled. However, the Vendor shall be entitled to raise a ticket on '<https://seller.ajio.com/vmsui/helpCenter>' in the manner as set forth below in order to get a compensation for such damaged, or delayed Products.
- (b) Vendors are required to do the Product receipt and Product package opening under CCTV camera. The Vendor undertakes to record every QC activity (while packaging) and receiving of returns conducted at its warehouse (for each Product) along with clearly capturing the corresponding item/packet/Product barcodes, invoice details, shipping label, footage of forward and reverse Product acceptance and maintain such recording for not less than 90 (Ninety) days from the date of handover/receipt of the Product to/from Reliance, or the third-party logistic service provider, as maybe applicable. Absence of such footage or blurred or partial capture of the above details may result in the dispute not being accepted by Reliance.
- (c) To ensure that the manifest document and proof of delivery is sealed and signed after collecting the goods.
- (d) If the delivery box is damaged then Vendor shall mention on the proof of delivery that the consignment was received in a damaged box without fail.
- (e) Vendor shall provide the item barcode of all Products that are being disputed by it.
- (f) Vendors must double check the details before filing a claim as frequent wrong claims may call for stringent action against the Vendor.
- (g) In cases where the Customer has disputed wrong Products delivered and the Vendor support, or any other team has reached out to the Vendor to validate such claim and there is no response from the Vendor in 48 hours, the Vendor shall not be entitled to assert any right on such stock and not raise any dispute with Reliance thereafter, under any circumstances, and Reliance shall not be liable for any claim, losses, damages or costs whatsoever.
- (h) At any point of time if Vendor is found to have filed a fraudulent claim or is found to be abusing or misusing this policy in any form or manner, the Vendor can be subject to penalization as per Reliance's sole discretion and this may include but is not limited to (i) recovery of already compensated amount; or (ii) blocking of compensation feature for an indefinite period
- (i) All decisions of Reliance with respect to permissibility of returns shall be final and binding on the respective Vendor.
- (j) If a Vendor receives a nonreturnable product, then they are subject to be returned due to manufacturing defect or other warranty expiry issues. These products will not be considered as a part of the return to Vendor volume and this policy will not apply for these products.

- (k) All the Products eligible to be returned to the Vendor during Big Bold Sale, End of Season Sale or any other big sale event, will get a scope of further 15 days on the return window mentioned below. Reliance shall have the sole discretion over this.

Refusal to accept Returns:

It is hereby clarified that in case the Vendor refuses to accept the return of the Product, for any reason:

- (a) Reliance shall not entertain any further claims with respect to such Products or liable for any loss in connection with such Products.
- (b) the Products will not be stored at Reliance or its logistics partner’s warehouse for more than 30 days, the Products will be disposed or sent back to the Vendor on a ‘pay-to’ basis, as may be agreed between the Vendor and Reliance. The Vendor warrants that it shall not assert any right on such Products and not raise any dispute with Reliance thereafter. Notwithstanding anything contained herein, Reliance under any circumstances, shall not be liable for any claim, losses, damages or costs whatsoever.

Disputes and Resolution:

Claim Code	Description of Claim	Timelines for raising claims ¹	CCTV capturing forward packaging	CCTV capturing return accepting and opening and detailed photos	Compensation
ND-RETURN	Not Delivered (ND)	60 days from Return creation date	Yes	NA	Upon validation of the claim, in accordance with this policy, the Vendor may be paid the Value mentioned in the relevant purchase order (“ PO Value ”) less any applicable commissions and charges (like forward/ reverse shipment, payment gateway, etc.) agreed between the parties (“ Charges ”). If Reliance subsequently

¹ Business days shall mean all days of the week from Monday to Saturday, excluding national holidays

					<p>makes an attempt to deliver the returned shipment(s) to Vendor post 60 days (till 90 days of return creation), Reliance reserves the right to recover the amount paid to Vendor as compensation for such returned shipment(s).</p>
DD-RETURN	Delivery Dispute (DD)	Within 7 days from delivered date as per Reliance.	Yes	NA	<p>For any such dispute raised within the prescribed time, Reliance shall facilitate POD or delivery of actual Products.</p> <p>In case Reliance is not able either provide the POD or get it delivered within timeline prescribed in Point 1 above, we will process it as SPF claim capped at PO Value less any applicable Charges.</p> <p>If Reliance subsequently makes an attempt to deliver the returned shipment(s) to Vendor post 60 days (till 90 days of return creation), Reliance reserves the right to recover the amount paid to Vendor as compensation for such returned shipment(s). Vendor</p>
BR-DAMAGE	Bad Returns	Within a maximum of 72 Hours from receiving damaged, stained or used Product in return	Yes	Yes	<p>Maximum compensation will be capped at PO Value less any applicable Charges Effective Reimbursement Rate (Annexure 1)</p> <p>Instances where only package/ cover/ box is damaged, or manual or tag is missing, the</p>

					<p>maximum compensation amount will be INR 25/- per box or INR 12/- per tag or lower as decided by Reliance after evaluating the box in which the Products was packed.</p> <p>Instances where Vendor has declined to accept RVP / RTO for any reason and if the storage of these Products at Reliance or any of its logistics partner warehouse has damaged the Products, then Reliance will not take ownership of the damages. Vendor is expected to accept the RTO/RVP as delivered by Reliance.</p>
BR-PARTIAL	Bad Returns	Within a maximum of 72 Hours from receiving damaged, stained or used Product in return	Yes	Yes	<p>Maximum compensation will be capped at PO Value less any applicable Charges x Effective Reimbursement Rate (Annexure 1)</p> <p>Instances where only package/ cover/ box is damaged, or manual or tag is missing, the maximum compensation amount will be INR 25/- per box or INR 12/- per tag or lower as decided by Reliance after evaluating the box in which the Products was packed</p>
BR-DIFFBRAND	Bad Returns	Within a maximum of 72 Hours from receiving the different Product	Yes	Yes	<p>PO Value less any applicable Charges.</p> <p>Reliance team will have an option to get the Product picked up within 10 business days of information on delivery of different Product. The</p>

					return to be processed post confirmation from Reliance.
BR-SAME BRAND	Bad Returns	Within a maximum of 72 Hours from receiving the different Product	Yes	Yes	<p>Maximum compensation will be capped at the difference between costs of two items received. The cost of any item will be Selling price (excluding tax) less Charges</p> <p>In the event, the price of the return Product received by brand is higher, Reliance team will have a right to raise a debit note for the cost difference.</p> <p>Reliance team will have an option to get the Product picked up within 10 business days of information on delivery of different Product. The return to be processed post confirmation from Reliance.</p>
BR-EMPTY	Bad Returns	Within a maximum of 72 Hours from receiving the empty packet/ box	Yes	Yes	PO Value less any applicable Charges
BR-FAKE	Bad Returns	Within a maximum of 72 Hours from receiving the fake Product	Yes	Yes	<p>PO Value less any applicable Charges</p> <p>Reliance team will have an option to get the Product picked up within 10 business days of information on delivery of different Product. The return to be processed post confirmation from Reliance.</p>

Claim Filing Process:

The following details must be shared as part of claim filing process. In absence of these details the claims will not be considered

1. Product Received Date (if applicable)
2. Order ID / Return ID:
3. AWB Number
4. SKU ID
5. EAN
6. Reasons for complaint along with complete details
7. Claim Code (if available)
8. Maximum Retail Price
9. Quantity
10. Credit Note Number
11. CCTV Footage (forward and reverse) as mentioned above
12. All relevant images of the returned Product and its tag (barcode and image)
13. Signed manifest copies in ND-Return and ND-Bag lost cases.

Limitation of Liability:

You shall indemnify and hold harmless Reliance and its affiliates, and each of its and their officers, directors, employees, consultants, licensors, agents, and representatives from and against any and all third- party claims, losses, liabilities, damages, penalty (including from governmental authorities), inconveniences and / or costs (including reasonable attorney fees and costs), that may arise against or in connection with your Products and return/ non-acceptance of Products.

Neither Reliance nor its affiliates, and each of its and their officers, directors, employees, consultants, licensors, agents, and representatives are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost / delayed data transmission, lost / delayed / misdirected mail, omission, interruption, defect, line failure of any telephone or other network, computer equipment, software or any combination thereof while You raise any claims, or for any late, lost, misdirected, incorrect or incomplete return of the Products.

No-Due Certificate:

For all payments including claims, Vendor should provide a No Due Certificate (NDC) within 15 days from the end of the subsequent quarter. Eg: For quarter that ends 31stDec 2021, NDC to be provided before 15thApril 2022. Any payment including claims, in the event of non-adherence to herein mentioned timeline to provide NDC's or NDC's received beyond stipulated timeline from the end of the previous quarter, shall be held and/or rejected and you shall not be eligible for any further payments.

Annexure 1: Effective Reimbursement Rate

S.No.	Category	Sub-category	Effective maximum Reimbursement Rate
1	Apparel	Selling Price – AJIO charges: Upto INR 2000	30%
2	Apparel	Selling Price – AJIO charges: INR 2001 – INR 5000	25%
3	Apparel	Selling Price – AJIO charges: INR 5001 and above	20%
4	Footwear	Sports	35%
5	Footwear	Leather	35%
6	Footwear	Casual/Canvas	25%
7	Personal Care	Perfumes	60%
8	Personal Care	Cosmetics	60%
9	Accessories	Women Handbags	30%
10	Accessories	Trolley and Luggage	50%
11	Accessories	Leather Products	40%
12	Accessories	Sunglasses (Labels and Brands)	30%
13	Accessories	Sunglasses (Select Brands)	55%
14	Accessories	Watches and Wearables (Labels and Brands)	30%
15	Accessories	Watches and Wearables (Select Brands)	55%
16	Accessories	Fashion Jewellery	20%
17	Accessories	Gold and Diamond Jewellery	55%
18	Accessories	Silver Jewellery	55%
19	Home	Décor	25%
20	Home	Furnishing	25%
21	Toys and Games	Toys and Game	20%

Annexure 2:

Sr. No.	Claim Code	Claim Reason	CCTV FWD	CCTV Rev	Item Level Details	SKU Details	Six Sided Images	PO/RTV Details Against Each Claim
1	ND-RETURN	Not Delivered (ND)	Y		Y	Y		Y
2	DD-RETURN	Delivery Dispute (DD)	Y		Y	Y		Y
3	BR-DAMAGE	RTV delivered – Damaged & Used Returns	Y	Y	Y	Y	Y	Y
4	BR-PARTIAL	RTV delivered – Partial Returns:	Y	Y	Y	Y	Y	Y
5	BR-DIFFBRAND	RTV delivered – Wrong Returns – Received other brand product	Y	Y	Y	Y	Y	Y
6	BR-SAMEBRAND	RTV delivered – Wrong Returns – Received same brand product	Y	Y	Y	Y	Y	Y
7	BR-EMPTY / BR- FAKE	RTV delivered – Shortage / Empty Box	Y	Y	Y	Y	Y	Y