

Vendor Terms & Conditions Agreement

(For Pragatigem.com Vendor Registration)

This Vendor Agreement (“Agreement”) is entered into between **Pragati Gem** (“Company”, “we”, “our”) and the Vendor (“you”, “your”) who registers on **Pragatigem.com**.

By registering as a vendor, you agree to comply with the following terms:

1. Vendor Eligibility

- Vendor must be legally capable of entering into a contract under Indian law
 - Vendor must provide accurate and complete business details
 - Vendor agrees to comply with all applicable laws and regulations
-

2. Scope of Services

Vendor agrees to provide products/services including but not limited to:

- Event services, gifting, media production
 - Emcee, decorators, travel services
 - 3D artists, animators, and related services
-

3. Vendor Obligations

The Vendor shall:

- Ensure accuracy in product/service descriptions
 - Deliver services/products as promised
 - Maintain quality standards and timelines
 - Avoid misleading advertisements or false claims
 - Comply with GST, invoicing, and legal requirements
-

4. Pricing & Payments

- Vendor is responsible for pricing of their offerings
 - All prices must be transparent and inclusive of applicable taxes
 - Payments will be processed as per agreed commercial terms
-

5. Refund & Return Liability (IMPORTANT)

5.1 Vendor 3slybnsmgt (Liability)

The Vendor shall be **fully responsible** for any refund, return, replacement, or compensation arising from:

- Defective, damaged, or substandard products/services
 - Incorrect or misleading product/service description
 - Delay or non-delivery of services/products
 - Customer dissatisfaction due to quality issues
-

5.2 Compliance with Indian Law

Vendor agrees that refund obligations shall comply with:

- Consumer Protection Act, 2019
- Consumer Protection (E-Commerce) Rules, 2020

Vendor **cannot deny refunds** in cases where:

- Product/service is defective
 - Product/service is not as described
 - There is a deficiency in service
-

5.3 Refund Processing

- Vendor must respond to refund requests within **48 hours**
- Refund must be processed within **7–10 working days** after approval
- Refunds shall be made via the original payment method unless agreed otherwise

5.4 Indemnity Clause

Vendor agrees to **indemnify and hold harmless Pragati Gem** against:

- Any customer claims, disputes, or legal actions
 - Losses arising due to vendor negligence or misconduct
 - Violations of consumer protection laws
-

5.5 Platform Role Disclaimer

Pragati Gem acts as an **intermediary platform** and shall not be liable for:

- Quality, safety, or legality of vendor products/services
- Vendor's failure to fulfill obligations

However, the platform reserves the right to:

- Suspend or remove vendors for non-compliance
 - Process refunds to protect customer interests (recoverable from vendor)
-

6. Cancellation & Disputes

- Vendors must accept cancellations as per platform policy
 - Disputes must be resolved within **30 days**
 - Platform decision shall be final in case of unresolved disputes
-

7. Data Protection & Privacy

Vendor agrees to:

- Handle customer data securely
 - Not misuse or share personal data
 - Comply with the Digital Personal Data Protection Act, 2023
-

8. Termination

Pragati Gem reserves the right to:

- Suspend or terminate vendor access without prior notice in case of violations
 - Remove listings that are misleading or unlawful
-

9. Limitation of Liability

Pragati Gem shall not be liable for:

- Indirect or consequential damages
 - Loss of business, reputation, or profits due to vendor actions
-

10. Governing Law & Jurisdiction

This Agreement shall be governed by the laws of India.

Any disputes shall be subject to the jurisdiction of courts in **Mumbai, Maharashtra.**

11. Acceptance of Terms

By registering on Pragatigem.com, the Vendor:

- Confirms that they have read and understood this Agreement
- Agrees to comply with all terms, including refund liability