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GENERAL VENDOR AGREEMENT BETWEEN COMILMART AND THE VENDOR

1. INTRODUCTION

This General Vendor Agreement (“Agreement”) is entered into by and between **Comilmart**, a digital commerce platform operating under Macver Technology, a subsidiary of Mac Group Limited, incorporated in accordance with the Companies and Allied Matters Act, 2020, with its headquarters in Doha, Qatar, and operational reach across Africa (“Comilmart”, “we”, “us”, or “our”), and the entity or person registered as a Vendor on Comilmart’s platform (“Vendor”, “Seller”, “you”).

ComilMart is a pan-African e-commerce marketplace dedicated to empowering local businesses by offering a unified platform for trading goods and services across national and continental borders. By registering as a vendor, you accept the terms, conditions, obligations, rights, and liabilities stipulated in this Agreement.

2. SCOPE AND PURPOSE

This Agreement governs your access to and use of Comilmart’s services, including but not limited to digital storefront setup, marketing, order fulfillment, logistics support, customer service, payment collection, and disbursement.



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The purpose of this Agreement is to establish a legal framework that promotes transparency, fairness, and compliance with regional and international e-commerce, consumer protection, and data privacy laws applicable across the African continent.

3. DEFINITIONS

- “Platform” refers to Comilmart’s digital infrastructure available at www.comilmart.com.
- “Services” means all tools, systems, and value-added offerings provided by ComilMart to enable the sale of goods online.
- “Vendor Portal” refers to the backend interface accessible to registered vendors for managing listings, orders, and payments.
- “Customer” refers to the end-user purchasing goods through the ComilMart marketplace.
- “Fulfillment by Comilmart (FbC)” means logistics and inventory services offered optionally by Comilmart to streamline order handling.
- “Applicable Law” means all relevant laws, including but not limited to:
 - Nigeria's Federal Competition and Consumer Protection Act
 - Ghana's Electronic Transactions Act
 - South Africa’s Protection of Personal Information Act (POPIA)
 - Kenya’s Data Protection Act
 - The African Continental Free Trade Area (AfCFTA) e-commerce protocols



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- Relevant UNICTRAL Model Laws on E-Commerce

4. VENDOR ELIGIBILITY AND REGISTRATION

Vendors must:

- Be a registered business entity or individual operating legally in any African country.
- Provide valid identification and tax registration certificates as applicable.
- Maintain accurate business information and contact details.

By registering on the ComilMart platform, you warrant that you are authorized to enter into legally binding agreements and agree to comply with this Agreement and all applicable laws.

5. SERVICES PROVIDED BY COMILMART

ComilMart shall provide the following services to Vendors:

- A dedicated **online storefront** with access to customizable product listings and payment systems.
- **Backend dashboard** for inventory management, order tracking, and data analytics.



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- Access to **logistics integrations**, including Fulfillment by Comilmart (FbC), optional.
- **Marketing services**, including product promotions, banner placements, and campaigns.
- **24/7 Seller Support** via chat, email, and phone for dispute resolution and account management.
- **Analytics and sales reporting tools** tailored to your business type.

ComilMart reserves the right to update, revise, suspend, or withdraw any service, provided that vendors are notified within a reasonable timeframe (not less than 14 days) where applicable.

6. VENDOR OBLIGATIONS

By listing products on the ComilMart marketplace, the Vendor agrees to:

- Provide **genuine, lawful, and accurately described products**.
- Update product information and inventory promptly.
- Set competitive pricing in accordance with applicable tax laws and fair trade practices.
- Fulfill orders timely and in good condition using either their logistics partner or via FbC.



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- Handle returns, refunds, or disputes in accordance with Comilmart's return policy.
- Ensure compliance with Comilmart's Quality of Service (QoS) standards and performance scorecards.

Counterfeit Products:

ComilMart has **zero tolerance** for the sale of fake, counterfeit, or pirated goods.

Violators will be penalized as follows:

- 1st offense: Formal warning
- 2nd offense: ₦50,000 fine
- 3rd offense: Permanent account suspension

7. FEES, COMMISSIONS & PAYOUTS

Vendors shall compensate ComilMart through commissions and fees as outlined in the current **Commission Structure**, which may be revised periodically. Vendors will be notified of any changes with a **minimum of 14 days' notice** via email or platform notification.

- **Standard commission:** Starting from 2% of the product sale price.
- **Payment schedule:** Payouts are made weekly, based on the vendor's assigned business day and after applicable return periods have lapsed.



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All amounts are payable in local currency, and ComilMart shall not be liable for delays caused by banking institutions.

8. INTELLECTUAL PROPERTY RIGHTS

Each Party retains all rights, title, and interest in and to its respective intellectual property. Vendors grant ComilMart a **non-exclusive, royalty-free, worldwide license** to use logos, product descriptions, and images solely for marketing and promotional purposes.

9. CONFIDENTIALITY & DATA PROTECTION

Both Parties agree to protect any confidential information exchanged under this Agreement, including customer data, pricing strategies, and operational insights.

ComilMart shall process personal data in accordance with the **General Data Protection Regulation (GDPR)**, **POPIA**, and other applicable data protection laws in Africa.

10. PROHIBITED VENDOR CONDUCT

The Vendor shall **not**:



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- List or sell illegal, prohibited, or dangerous items.
- Misrepresent product origin, quality, or features.
- Engage in spam, fraud, pyramid schemes, or IP violations.
- Post misleading advertisements or manipulated reviews.
- Use unauthorized deep-linking or content scraping.

Violations may result in account suspension or legal prosecution under relevant laws.

11. LIMITATION OF LIABILITY

ComilMart shall not be held liable for:

- Indirect, incidental, or consequential damages.
- Losses arising from delayed or undelivered orders not fulfilled via FbC.
- Product defects, inaccuracies, or misrepresentations by the Vendor.
- Disputes between the Vendor and third-party logistics providers.

Vendor acknowledges that ComilMart is a platform and not the direct seller of goods.

12. FORCE MAJEURE



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Neither Party shall be liable for failure to perform any obligation under this Agreement where such failure is due to events beyond their reasonable control, including but not limited to: war, terrorism, embargoes, pandemics, labor strikes, and natural disasters.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the African Union, the jurisdiction of the Vendor's country of business registration, and applicable international trade laws, including the United Nations Convention on Contracts for the International Sale of Goods (CISG) where relevant.

Disputes shall first be attempted to be resolved amicably. Failing which, disputes may be referred to arbitration under the Rules of the African Arbitration Association (AfAA) or a relevant national arbitration body.

14. TERMINATION

ComilMart reserves the right to terminate or suspend the Vendor's access to the platform under the following conditions:

- Breach of any provision of this Agreement.
- Continued sale of counterfeit or prohibited goods.



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- Repeated failure to meet OoS and delivery standards.
- Engaging in unlawful or unethical business practices.

Either party may terminate this Agreement with **14 days' written notice**, provided there are no outstanding orders or disputes.

15. NOTICES

All formal notices under this Agreement shall be in writing and delivered via registered email or courier to the official contact details provided during registration.

16. ENTIRE AGREEMENT

This Agreement, along with any referenced annexures, constitutes the entire understanding between the Parties and supersedes all prior discussions or communications.

17. AMENDMENTS



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ComilMart reserves the right to amend this Agreement from time to time. Continued use of the platform by the Vendor shall constitute acceptance of any such amendments.

18. ELECTRONIC ACCEPTANCE

This document is an electronic record in compliance with the provisions of the **National Information Technology Development Agency Act, 2007**, and the **African Union Convention on Cyber Security and Personal Data Protection (Malabo Convention)**. It does not require physical or digital signatures.

IN WITNESS WHEREOF, the Parties have agreed to the terms of this Vendor Agreement by electronic acceptance on the Comilmart platform.



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