

Commercial Terms

For the purpose of these Commercial Terms (hereinafter referred to as this “CT”), wherever the context so requires, "you" and "your" shall relate to any natural or legal person who has agreed to become a merchant / seller on the ChefsPlay.com (the "Website"). The word "Customer" shall mean a buyer who places an order on the Website, and the terms "Chefs Play" "we", "us" and "our" shall mean Chefs Play General Trading L.L.C, a company incorporated under the law of the United Arab Emirates, with registered office at 1209,12th Floor, Prime Tower, Business Bay, Burj Khalifa Street, Dubai, UAE.

- 1- You are expected to process orders received from the Customers through the Website in a timely manner and within the stipulated timelines as agreed at the time of your registration as a merchant on the Website, and as displayed on your login page (“**Merchant Dashboard**”) failing which the order shall be cancelled for non-fulfillment.
- 2- Pursuant to applicable laws, post sales and delivery of the products to the Customers, customer satisfaction will be your responsibility. To this end, as per applicable laws, our Customer Support Team may assist you with ensuring customer satisfaction and resolving complaints received from Customers, with respect to products sold by you on the Website. we ensure that our delivery team directly pick up the product from your premises and deliver the product to the customer. Our role is limited to assigning and managing our delivery team, who in turn ensure the delivery of your product without us having the opportunity to perform quality check on the product.
- 3- Providing a hassle-free shopping experience to the Customer is of utmost priority, and we would like to reiterate that adherence to pre-agreed timelines for shipping of products is of essence to our relationship with you. If the products are not handed over to our delivery team within the stipulated timelines the order may be cancelled, and we may be required to process a refund of the amount paid by the Customer for the same.
- 4- In spite of cancellation of an order due to non-fulfillment of the same, or delay in shipment of the product on your part, we shall be entitled to charge you 10% of the value of such cancelled order, in consideration for the services provided by us to facilitate such order, be adjusted against subsequent remittances, or independently claimed from you.
- 5- Any failure to adhere to the timelines for fulfillment of an order or timely shipment of the product ordered by the Customer will be considered to be non-performance of your obligations, and repeated non-performance may lead to temporary or permanent suspension of your selling privileges on the Website.

CHEFS PLAY GENERAL TRADING L.L.C



800 CHEFSPLAY
(800-24 33 77 529)



info@chefsplay.com



www.chefsplay.com



P.O. Box 69, Dubai, UAE

- 6- In addition to the above, you shall be liable to indemnify us and the other Indemnified Parties as defined on our website under Terms & Conditions (<https://chefsplay.com/terms-conditions>) for any cancellation due to non-fulfillment, or non-fulfillment of an order.
- 7- You must ensure that stock quantities of the advertised products via our Website is always updated and quantities of such advertised products are at all time accurate. Failure to update the quantities of the advertised products on the Website may lead to suspension of your account on our platform.
- 8- Remittances are usually processed once every 30 calendar days. In the event a Sunday or Thursday is a bank holiday or any public holiday, the remittances shall be processed on the next working day.
- 9- All remittances shall be processed after applying / off setting all adjustments due from your account. If you have any queries with respect to the amounts being remitted to your account, please contact our Accounts Department.
- 10- In the event our delivery team informs us that the product has not been received, for circumstances beyond our control, by the Customer, we shall ensure that the product is returned to you and shall coordinate with your team for the same, otherwise if such circumstances can cause a slight delay (i.e 3 days maximum), then we will inform the Client accordingly that delivery might be delayed.
- 11- In addition to the covenants and warranties provided by you under Chef's Play Terms & Conditions, (<https://chefsplay.com/terms-conditions>) you should ensure that items being sold to Customers are of high quality and in good working condition, and are not Unsuitable Products. For the purpose of this policy, the term "Unsuitable Product" means a product (a) that is defective, damaged, or lacking required label(s), (b) that does not conform to the standards and the quality control checklist shared by us, or (c) that we determine to be unsuitable and unfit to be sold on the Website.
- 12- Merchant covenants agrees not to place any Counterfeit Products on our Website, and the failure of Merchant to comply with the foregoing covenant and agreement shall constitute grounds for immediate termination of the E-Commerce Services Agreement by written notice to such effect sent by us. Such termination of the E-Commerce Services Agreement shall be effective as of the date of receipt of any such notice by Merchant. In addition, Merchant acknowledges that its placement of Counterfeit Products on our Website will cause us irreparable harm and that we shall have the right to initiate against you any legal proceedings we deem appropriate, in addition to money damages, in the case of such action by Merchant.
- 13- Repeated complaints from Customers with regard to the same product or type of product may result in discontinuation of the listing of that particular product or type of product on the Website, and disciplinary action against you including temporary or permanent suspension of your selling privileges on the Website.



- 14- Under no circumstances for the duration of these CT, and for a period of two (2) years after its termination, recruit and/or offer any employment, consultancy agreement, or any type of agreement for any of our employees, specialists or individual subcontractors without or written consent from Chef's Play.
- 15- You hereby agree to accept delivery of products:
- a- That are not delivered successfully or returned by Customers as being defective or incomplete or incorrect or damaged or not as expected products.
 - b- In respect of which the orders are cancelled by Customers prior to it being delivered to the Customers.
- 16- In the event the Customers are provided with refunds for products purchased from you for any reason whatsoever, we shall, be eligible to claim actual expenses incurred to process the refund (including our commission) against subsequent remittances to you, or independently claim the same from you.
- 17- As per applicable laws, you will be solely responsible for any warranties or guarantees for the products being sold by you on the Website.
- 18- Merchant should ensure that product's prices that are displayed on our Website are displayed on after-tax basis, meaning customers are charged the "sticker" price with the VAT already included.
- 19- We will charge a commission fee on your sale. Such fee may vary from time to time at our sole discretion and our support team will notify you (15) days prior of making such change. Our commission consists of 3 components. They are:
- a- **Platform Fee:** A fixed 5% of sale value will be charged.
 - b- **Shipping & Handling Fee:** A fixed 5% of sale value will be charged.
 - c- **Marketing Fee:** A fixed 5% of sale value will be charged.



Example:

Components	Percentage	Value in AED
Sale Price		100
Shipping & Handling	5% of Sale Price	5
Platform fees	5% of Sale Price	5
Marketing Charges	5% of Sale Price	5
Total Deductions	15% of the sale price including VAT	15
You will get		85

I acknowledge that I have read and understood the above terms & conditions in its entirety and agree to abide by them.

Vendor Name:

Signature:

Date: