

Welcome to the Lazada website and/or the Lazada mobile app. Please read these Terms of Service (Seller) (including all Schedules and Annexes) ("**Terms**") carefully. These Terms govern your use and access of the Platform (defined below) as a seller and is agreed between you ("**Seller**", "**you**", "**your**") and the Lazada marketplace entity applicable to you (referred to in this Terms as "**Lazada**", "**we**", "**us**") based on the country in which you register and/or elect to use a Service on the date you click the "I Accept" button or any other similar button to complete your online sign-up process to become a seller on the Platform ("**Effective Date**").

**BY REGISTERING FOR AND USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS, AND ALL POLICIES OF THE PLATFORM AVAILABLE AT <https://sellercenter.lazada.com.ph/seller/helpcenter/> AND <https://university.lazada.com.ph/> ARE INCORPORATED BY REFERENCE.**

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## **Overview**

### **1. Lazada Services to You (Clause 2 of the Terms)**

Lazada (or its designated providers) offers you general services consisting of:

- the listing of your products;
- customer services (for a limited time);
- order processing;
- logistics coordination,
- and other additional services that you may request and that we may offer you.

### **2. Products You Can Sell (Clause 8 of the Terms)**

You can sell products that are legally permitted to be sold and that comply with our Policies. Since you are selling the products directly to Lazada buyers, you are responsible for all matters related to the products that you sell on Lazada including but not limited to ensuring that the product content, product quality and origin, and financial invoice comply with applicable laws and tax obligations. After shipping your products, you are responsible for returns and product warranties.

### **3. Fulfilment (Clause 5 of the Terms)**

There are three types of fulfilment models – Delivered by Seller, Lazada-Coordinated Delivery and Fulfilment by Lazada (FBL). Except if you are using FBL, the orders must be ready to ship.

### **4. Payment (Clauses 2 and 3 of the Terms)**

Lazada (or its designated providers providing payment processing services) will periodically remit to you the Sales Proceeds after deducting Fees due and payable to Lazada for offering the Services to you.

### **5. Privacy Policy**

You acknowledge that you have read and agree to the applicable Privacy Policy and consent to our collection, use, retention and disclosure of your Personal Data for the purposes as set out in the Privacy Policy.

### **6. How To End Our Relationship (Clause 12 of the Terms)**

You may end your seller relationship with Lazada at any time and without penalty by providing us 14 days' written notice of your intention to discontinue the use of our services.

### **7. Dispute Resolution (Clause 13 of the Terms)**

These Terms are governed by the laws of the jurisdiction of the Lazada platform on which you are selling. Where we are in disagreement regarding any matter, the parties will first try to resolve it amicably. If this fails, either party may refer the matter to arbitration.

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**1. Acceptance**

- A. **Acceptance.** Any person who wants to access the Platform and use the Services to sell Products must accept these Terms and the Policies. You shall provide a copy of any documents requested by Lazada upon entering into the Terms by uploading the same to Seller Center. Lazada may verify these documents and other submitted information prior to effecting Payments.
- B. **Variations.** Lazada may change any of these Terms, and any fees, procedures and Policies governing the Services, the Platform or Seller Center at any time. These changes will take effect seven (7) days after publication on the Platform, Seller Center, or other form of notification to you. You are responsible for reviewing notices and Policies, and your continued use of the Services, the Platform, and/or Seller Center following the changes taking effect will constitute your acceptance of such changes. If you do not agree to any such changes, you must stop using the relevant Services, the Platform, and Seller Center (except to the extent required in the Terms), and contact Partner Support Center on Seller Center to deactivate your Seller Account upon which these Terms will be terminated. For the avoidance of doubt, newer versions of the Terms supersede older versions, unless otherwise agreed by Lazada.

**2. Services & Fees**

- A. **Platform.** Lazada provides a platform for Sellers to offer Products for sale to Buyers, and for Sellers to complete transactions with Buyers. Except as set out in the Terms, and to the extent permitted by applicable law, Lazada is not involved in the actual transaction between Seller and Buyers nor is Lazada obliged to verify the accuracy, completeness and legality of the Seller Content published on the Platform. As vendor of the Products, it is your responsibility to ensure the sale is legal, accurately describe the Products, and the Products are packaged, shipped, warranted and fulfilled in respect of all sale and after sale obligations required by law or by trade. You use the Services, the Platform and Seller Center at your own risk.
- B. **Services.** The Services provided by Lazada (or its designated providers) under these Terms are classified as:
- (a) General Services ("General Services") consisting of:
- (i) providing supporting services enabling your listing and publishing of Seller Content regarding the Products you offer for sale on the Platform;
  - (ii) providing the Platform for you to offer Products for sale;
  - (iii) limited Buyer care services, including coordinating and answering Buyer enquiries and processing returns;
  - (iv) Order processing;
  - (v) logistics coordination and related services if the fulfilment model is Lazada-Coordinated Delivery and Fulfilment by Lazada;
  - (vi) collection, reconciliation and execution of all Sales Proceeds; and
  - (vii) other services ancillary to the Services.

The General Services include Lazada providing information to you in relation to each Order as necessary under these Terms. You agree that Lazada may provide you with electronic copies of documents such as tax invoices, receipts, credit notes, debit notes, or any other documents for compliance with applicable laws; and

- (b) Additional Services ("Additional Services") We may, under terms and conditions agreed to in the Policies, and/or in a separate agreement, offer you the option to purchase goods and services provided by us and/or third parties, such as Sales Traffic Activities. We may at any time prescribe and amend the terms of Additional Services in accordance with Clause 1B of these Terms.
- C. **Fee:** In consideration of the provision of Services, Lazada shall be entitled to charge and invoice you the Fee.
- D. **Settlement.** Unless otherwise agreed in writing, settlement of invoices for the Fee shall be effected by setting off against funds in your Seller Account with Lazada.

**3. Sales Proceeds – Payment**

- A. **Payment.** You authorize Lazada (or its designated providers) to (a) collect the Sales Proceeds and in general any sums due or owing under these Terms and hold the same; (b) calculate and process customer payments, refunds, and adjustments; (c) remit the Net Proceeds; and (d) pay to Lazada, to Lazada Affiliates, and to third parties (including Buyers) any amounts you owe to them in relation to your use or transactions on the Platform. You acknowledge and

agree that payments may be collected from Buyer through authorized service providers (such as logistics providers or offline payment channel operators) on behalf of Lazada.

- B. **Treatment of Sales Proceeds.** You agree that Buyers satisfy their obligations to you as regards the Buyer Contract when Lazada (or its designated providers) receives the Sales Proceeds. The obligation of Lazada (or its designated providers) to remit funds received by us on your behalf is limited to the Net Proceeds (which is the Sales Proceeds minus any sums owed by you to Lazada, Lazada Affiliates or third parties in relation to your use or transactions on the Platform, and subject to any chargeback, reversal, refund, withholding for anticipated claims and/or deduction in accordance with these Terms and the Policies). The Payment will represent an unsecured claim against Lazada. For the avoidance of doubt, you will not receive interest or any other earnings on Sales Proceeds or Net Proceeds.
- C. **No responsibility.** Lazada (or its designated providers) will have no responsibility with respect to the legality of transactions occurring between Sellers and Buyers relating to the Orders made through the Platform.
- D. **Remedies and No Waiver.** Lazada may (or may request its designated providers to) delay, suspend or cancel any Payment if Lazada reasonably concludes that your actions and/or performance in connection with these Terms or the Buyer Contract are likely to result, or have resulted, in a breach of any provision of these Terms or the Policies and/or any failure to perform any due obligation under these Terms, any disputes, chargebacks or other third party claims (including Buyer claims), or if there are any sums owed by you to Lazada, Lazada may withhold Payment for the longer of: (a) 90 days; (b) the completion of any investigation regarding your actions or performance; or (c) the resolution of any dispute. Where a Payment is cancelled, such Payment shall be forfeited to Lazada and you give up all claim and right to such monies. Any Payment made by Lazada to you will not in any way be considered as a waiver of Lazada's rights under these Terms.
- E. **Late Payment Interest.** Without prejudice to any other rights and remedies which Lazada has against you, if any sums payable by you to Lazada under the provisions of these Terms shall become due and be unpaid, you shall pay to Lazada the Late Payment Interest, calculated on daily basis from the payment due date until such money is actually received by Lazada.
- F. **Withholding Tax.** To the extent required by applicable laws, Lazada may (or may request its designated providers to) withhold any and all taxes, duties, fees and other charges in connection with any Order, Payment or otherwise under these Terms or the Buyer Contract. If Lazada is required under applicable laws to deduct or withhold any sum as taxes imposed on any amount due or payable to you, Lazada will make such deduction or withholding as required and the amount payable to you will be reduced accordingly. Lazada will provide you with a document proving that amounts deducted refer to withholding taxes applicable to you. If Lazada is held liable for any taxes or tax compliance costs in connection with the Sales Proceeds and/or the Payments, you shall indemnify Lazada for such tax liability or tax compliance costs irrespective of when such tax liability is assessed.

#### 4. **Access to Services and Tools**

- A. **Access to Seller Account.** You are responsible for supplying and authorizing access to your Seller Account to your authorized personnel, and for ensuring that any person filling in or signing any document, operating the Seller Account, or handling the Products, on your behalf (other than a Lazada employee, contractor or agent specifically mandated by Lazada) has full power and authority to do so on your behalf. All actions taken by any person accessing or using the Seller Account, Services or Tools on your behalf shall be deemed duly authorized unless you have given Lazada advance written notice of such person's lack of authority.
- B. **Accuracy of Seller Account Information.** You are responsible for ensuring that all information (including email and bank account details) provided or made available by you or your authorized personnel on Seller Account is accurate and complete at all times. You shall bear all consequences ensuing from any incorrect information provided and Lazada shall have no responsibility to verify any information, take any steps to rectify the situation, or remit any Payment to you.

#### 5. **Fulfilment of Orders**

- A. **Fulfilment Models.** Orders for physical products are fulfilled under the following Fulfilment Models ("**Logistics Services**"):
- (a) **Delivery by Seller:** Where you are responsible for the delivery of Products to Buyers using postal services, your own logistics services or a 3PL;
- (b) **Lazada-coordinated Delivery:** Where you are responsible for delivering the Products to Lazada's designated location or appointed 3PL (which may be further regulated under a Logistic Services Agreement (for direct

billing purposes) between you and a Lazada Affiliate), for Lazada to coordinate delivery to Buyers (which for the avoidance of doubt, shall not include any domestic postal services); and/or

- (c) **Fulfilment By Lazada:** Where you are responsible for delivering the Products to Lazada's designated location, for Lazada (or its designated providers) to co-ordinate their storage, re-packaging (if necessary) and delivery to Buyers.

**B. Delivery by Seller ("DBS")**

- (a) **Approval by Lazada.** You may use "Delivery by Seller" as a fulfilment model only if approved by Lazada. Once approved, the DBS Terms set out in Seller Center shall also apply and form part of the Terms.
- (b) **Cash on Delivery.** Unless Lazada approves your usage of cash on delivery as a payment model, you shall not collect any payment from Buyer.
- (c) **Seller's Responsibilities.**
- (i) You will prepare and ship Products under the Buyer Contract to the address specified in the relevant Order within the lead times set out in the Policies. If you fail to comply with the stipulated deadline, Lazada may modify the deadline and/or cancel the Order.
  - (ii) You shall update the status of delivery on Seller Center within the deadline specified in the Policies.
  - (iii) You shall stop or cancel any Orders if directed by Lazada. If Buyer has already been charged for such Orders, Lazada will execute refunds (and any adjustments) and credit the applicable Buyer account. You will reimburse us for all amounts credited costs associated with the refund.
  - (iv) You will ensure that Lazada is at all times supplied with updated Order shipment tracking information.
  - (v) You shall be responsible for, and bear all risk and liability for the sourcing, sale, packaging, labelling, product quality, and product warranties (if applicable) for all Products delivered using the Delivery by Seller model, and you shall be responsible for all claims in relation to such Products.
  - (vi) You shall not require Buyer to provide any other document (except to confirm receipt of delivery) during the delivery process.
- (d) **Title and Risk.** Title and risk of loss for Products will remain with you at all times, and Lazada will have no liability whatsoever related to the Products including their shipping, storage, delivery delays, damage or loss through Delivery by Seller.

**C. Lazada-coordinated Delivery ("LCD")**

The LCD Terms set out in Annex 2 shall apply and form part of the Terms.

**D. Fulfilment By Lazada ("FBL")**

The FBL Terms set out in Annex 3 shall apply and form part of the Terms.

**6. Returns, Failed Deliveries and Inadequate Product**

- A. **Returns and Failed Deliveries.** All Orders will be handled in accordance with our Returns and Failed Delivery Policies. In the event that Lazada is required to provide additional services to collect, deliver, process or store any returned or failed delivery parcels for you, such additional fees or expenses may be charged to you and be set off against funds in your Seller Account.
- B. **Refund of Commission.** Lazada will refund you the Commission related to any Failed Delivery or Order returned for Buyer convenience.
- C. **Costs of Failed Delivery/Inadequate Product.**
- (a) In case of Failed Delivery, Lazada may require you to bear costs associated with the Failed Delivery where the underlying reason for Failed Delivery is Seller's fault.
  - (b) In case of an Inadequate Product, you will promptly notify Lazada of any Inadequate Product (or the threat of a public or private recall) and cooperate and assist Lazada with returns, including by initiating the procedures for returning Products to you. You will bear all costs associated with the return and refund or replacement, including the Payment Fee, and unless the shipping has been arranged by you, the Shipping Cost for the shipment of the Product to the Buyer, from the Buyer to Lazada and from Lazada back to you, provided that, where FBL Products are concerned, Seller will also be debited for any additional Storage Fee and Handling Fee.

- D. **No Obligation to Return Products.** Subject to the Policies, Lazada is not obliged to return any Products to you if such return would not be reasonably practicable (including if the value of Products is disproportionately low relative to the cost of returning Products).
- E. **Inability to Return Products.** If (a) Lazada is unable to return the Products to you despite taking reasonable efforts in accordance with the Policies (for example, if you refuse to pick-up the Returned Products; or if your delivery address is incorrect) or (b) Lazada reasonably determines that it is not reasonably practicable to return the Product to you pursuant to Paragraph D above, Lazada may examine, release, dispose of or sell the Products in any manner it sees fit, without any liability or payment obligations to you. You agree that title to all Products will be passed to Lazada prior to any examination, release, disposal, or sale of the Products by Lazada.
- F. **Sales Proceeds.** In case of Failed Delivery: (a) where received by Lazada, Sales Proceeds will be refunded to the Buyer; and (b) where received by you, the Net Proceeds will be refunded to Lazada.
- G. **No Responsibility.** Lazada will not be responsible for any risk or be liable for any claims, demands, liabilities, expenses, losses, cost or damage in connection with any Failed Delivery and Returned Products (including due to a threatened recall) and will claim all costs incurred in that respect from you.
- 7. Lazada Rights**
- A. **Lazada's Rights.** If the Products or your behavior on the Platform do not comply with these Terms, the Policies, applicable laws or for any reasonable cause, Lazada may at any time (a) delay or suspend listing of, or to refuse to list, or to de-list any or all Products; (b) cancel or suspend any promotion, pricing or traffic benefits; (c) reset your store name; (d) withhold (or request its designated providers to withhold) amounts in your Seller Account, and such amounts may be applied towards refunds to entitled Buyer, reimbursement of rebate or discount extended by Lazada to you, and any costs, fees, penalties or fines imposed by any competent authorities; (e) allow a Buyer to cancel an Order because the Platform or the Products are unavailable following the commencement of a transaction; and/or (f) require you to pay an Administrative Fee/Default Fee and any costs, fees, penalties or fines imposed by any competent authorities.
- B. **Deactivation of Seller Account.** Lazada may deactivate your Seller Account with immediate effect and withhold all outstanding payables to you if (a) you breach any obligations under these Terms, the Policies or applicable laws relating to Intellectual Property Rights; (b) you sell counterfeit products or products prohibited from use, distribution or sale under applicable laws; (c) breach any applicable laws; (d) you accumulate the maximum number of non-compliance points as set out in the Policies; and/or (e) you use the Platform, the Services and Seller Center in a fraudulent manner.
- C. **Compliance Purposes.** For the purposes of prevention of fraud, compliance with applicable laws or these Terms, or other commercially reasonable reasons, Lazada may impose order value or transaction limits on your Seller Account and/or your Product listings; and/or open and inspect any Product and any storage, facility and/or warehouse in which the Products are stored.
- D. **Third Party Service Providers.** Lazada may work with and/or use the services of its designated providers or other third party service providers in connection with the Services.
- E. **Variation of Order.** Lazada may reject any particular form of Order or payment for the Goods, and not honor or accept any discounts, coupons, gift certificates, or other offers or incentives made available by you to Buyer.
- F. **Treatment of Orders.** Lazada may withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or unilaterally cancel any Order. You will stop and/or cancel orders of Products if so asked by Lazada (unless you have transferred the Products to the applicable carrier or shipper, you will use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper). Where you have already received the Net Proceeds, you will refund any Buyer that has been charged for an Order that Lazada has stopped or cancelled.
- G. **Risk of Credit Card Fraud.** Between Lazada and you, you will not be required to bear the risk of credit card fraud (e.g. fraudulent purchases arising from the theft or unauthorized use of a Buyer's credit card information) occurring in connection with the Order, except with respect to: (a) Orders that you do not fulfil in accordance with the Order information, or (b) any fraud directly or indirectly linked with you. You will bear all other risk of fraud or loss, including any losses suffered by Lazada, its Affiliates, and/or its partners, for any breach of your warranties and undertakings per Clause 8 of these Terms. You will promptly inform Lazada of any changes to the nature or specifications of the Products or any pattern or behavior of fraudulent or other improper activity with respect to any of the Products that may result in a suspicion or higher incidence of fraud or other impropriety associated with transactions involving the Products.



H. **Sales Traffic Activities.** Lazada may subject the Products or you to Sales Traffic Activities, use mechanisms that rate, or allow Buyers to rate or review the Products and/or your performance as a seller and Lazada may make these ratings and reviews publicly available.

**8. Seller Representations, Warranties and Undertakings**

A. **General Undertakings:** By using the Services and Tools provided by us or a Lazada Affiliate, you undertake, represent and warrant that:

- (a) you shall (i) comply with all applicable laws and regulations, including all anti-bribery, anti-corruption and tax laws relating to your activities (including registration and tax compliance requirements with the Bureau of Internal Revenue and other government agencies); (ii) be responsible for and pay all taxes and other charges arising out of or associated with these Terms or the Buyer Contract; and (iii) obtain all necessary rights, licenses, permits, or approvals required for the offer, advertising, and sale of the Products on or through the Platform;
- (b) you shall comply with these Terms, the Policies and any additional terms, including any end user license agreement;
- (c) you shall include all information and supporting documents required by applicable law including issue a valid invoice to the Buyer, and ensure that any information provided under these Terms is accurate, current, complete and is not misleading;
- (d) you shall fulfil all Orders for Products at their stated quantity, price and set turn-around times to Buyers and be responsible for any error in the Listing Price;
- (e) you shall not infringe any Intellectual Property Rights;
- (f) you shall not post, display or disclose any materials which infringe the Policies;
- (g) you shall not use or allow anyone to use the Platform, the Services and Seller Center in an unlawful, inaccurate, misleading, false, fraudulent, defamatory, trade libelous, or otherwise unsuitable manner including:
  - (i) opening multiple shops or duplicating stock keeping units on the Platform without Lazada's approval;
  - (ii) generating fraudulent, repetitive or otherwise invalid clicks, impressions, queries or other interactions, whether through the use of automated applications or otherwise);
  - (iii) conducting activities such as gambling, sweepstakes, raffles and lotteries or participate in any activities related to so-called pyramid or Ponzi schemes, or any other illegal, immoral or antisocial activities;
  - (iv) purchasing items sold on the Platform for commercial use or for use on behalf of a third party;
  - (v) being a party to any transaction which is not for the bona fide sale and purchase of Products (for example, where the primary or associated purpose is for (A) the encashment of vouchers, codes, and/or rebates; (B) gamification for the purpose of accumulation of any rebates, loyalty points, and/or credit and/or cycle-selling operations etc.; and (C) any other act that constitutes cheating (including reselling, re-purchase of your own Products which is subsidized by Lazada, and re-directing sales);
- (h) you shall not access content and information that concerns any party other than you, transmit unsolicited communications, interfere with the proper working of the Platform or Seller Center, transmit any viruses, Trojan horses, or other harmful code, or attempt to bypass any mechanism used to detect or prevent such activities;
- (i) you shall not intentionally expose Lazada and/or Lazada Affiliates, and our respective officers, employees, directors, contractors, partners, agents, subcontractors, representatives etc., to undue risk or otherwise engage in activities that Lazada determines to be harmful to Lazada and Lazada Affiliates' operations, reputation, or goodwill.

B. **Undertakings in relation to Products:** You undertake, represent and warrant that:

- (a) the Products are of merchantable quality, fit for their purpose, free from defects, and conform to their listed specifications;
- (b) the Products and their offer for sale are not prohibited and comply with applicable laws (including all minimum age, marking and labelling requirements, product warranties, specifications and performance criteria) and conform with the Policies;

- (c) you will include all legally required documentation in relation to the Products (including warranty card, warranty information and invoice) and update the same when legally required, and shall provide Lazada and/or Buyer any such document upon request;
- (d) you have full unencumbered title in the Products and in any materials incorporated in the Products and all the Products are supplied free of all liens, charges or other security interests;
- (e) the Products are not (i) Prohibited and Controlled Products; (ii) Inadequate Product; (iii) expired (or soon to be expired) Products; or (iv) counterfeit Products;
- (f) you shall provide Lazada with any documentation and information supporting your right to sell the applicable Products, including the right, license and/or permit to sell such Products, any documentation giving you the right to distribute the Products, and if needed, the notarized copy, invoice or other proof thereof at your cost;
- (g) in case of sale of refurbished Products, imported Products, white label Products, or non-OEM Products, you must comply and strictly follow Lazada's specific content requirements and the specific guidelines defined for such Products on the content production manuals; and
- (h) you shall comply with standard operating procedures, import procedures, weight restrictions, size restrictions and other shipping and packaging requirements under the Policies and/or applicable law.

**C. Undertakings in relation to Seller Contents:** You acknowledge, undertake, represent and warrant that:

- (a) you are the owner or have lawful rights with respect to the use of Intellectual Property Rights concerning the Products and the Seller Contents and you are not aware of any claims made by any third party with regard to any alleged or actual Intellectual Property Right infringement or other claim, demand or action resulting from the Seller Content, advertising, publishing, promotion, manufacture, sale, distribution or use of the Products;
- (b) the Seller Contents are not prohibited and comply with applicable laws (including all minimum age, marking and labelling requirements, product warranties, specifications and performance criteria, etc.) and conform with the Policies;
- (c) you will not use any intellectual property belonging to us and/or Lazada Affiliates without Lazada's prior approval in writing (including participating in actions such as reverse engineering, reverse compiling or otherwise deriving the underlying source code or structure or sequence of any Lazada solution or technologies, deleting or altering author attributes or copyright notices, and/or fail to obtain all required permissions when using the Platform to receive, upload, display, distribute, or execute programs or perform other works protected by intellectual-property laws);
- (d) you will provide Seller Content that is accurate, up to date and in accordance with the Policies (including proper categorization in accordance with the Policies, availability status, stock level and Listing Price of the Products). The Seller Content must include all text, disclaimers, warnings, notices, labels or other indications required by law to be displayed in connection with the offer, merchandising, advertising or sale of the Products and may not contain any sexually explicit, defamatory or obscene materials, or any of yours or a third-party's marketing material;
- (e) Seller Content must be provided in English and/or to the extent required by applicable law, in the language of the countries in which the Products are listed for sale through the Platform. Lazada may arrange for the translation of the Seller Content into local language of the country in which Products are listed for sale through the Platform but Lazada is not required to verify the accuracy of the translation process and shall not be liable for any errors or omissions arising from translation;
- (f) you will not provide any uniform resource locator marks ("**URL Marks**") for use on the Platform, or request that any URL Marks be used on the Platform, unless you have the right to publish the Seller Content and have the right and license to sell such Products under applicable laws;
- (g) you grant Lazada and Lazada Affiliates a royalty-free, non-exclusive, and worldwide right and license to use, reproduce, display, modify, and re-format any and all of the Seller Content provided by the Seller strictly in accordance with the Seller's instructions and/or requirements, for the purpose of operation of the Platform or performance of the services under this Agreement;

- (h) Lazada may determine the use and placement of Seller Contents, and the structure, appearance, design, functionality and all other aspects of the Platform, the Services, and if any, the Sales Traffic Activities;
  - (i) Lazada may use mechanisms that rate, or allow Buyers to rate or review, your Products and/or your performance as a seller and we may make these ratings and reviews publicly available. Lazada shall not be responsible for the reviews and ratings generated by the mechanisms or Buyers, in respect of any Products and/or your performance;
  - (j) these Terms confer on you no rights of ownership or title, license, or other Intellectual Property Rights in any tangible or intangible property, including software (e.g. the Platform, Seller Center and any application programming interface or other software) and data (e.g. sales data, performance data, Buyer data, Seller Center data and Seller Center name) used, obtained or created under these Terms. If such rights were nevertheless to have accrued to it for any reason whatsoever, you assign, dispose or otherwise transfer (and effect the transfer of) the full and exclusive ownership of all such rights to Lazada or any other party designated by Lazada, free of charge, or for a nominal fee; and
  - (k) nothing herein contained will be deemed to limit or restrict our or any third party's rights to assert claims for violation of any Intellectual Property Rights against you.
- D. Additional Representations and Warranties:** Use of the Services, the Platform, and Seller Center is limited to parties that can enter into and form contracts under applicable law. You represent and warrant that:
- (a) (in the case of an individual) (i) you are not a minor and have full power, capacity and authority to enter into and perform your obligations under the Terms; and (ii) any information provided or made available by you is at all times accurate and complete;
  - (b) (in the case of a company) (i) you are, and will remain at all times, a business duly organized, registered, validly existing and in good standing under the laws of the country in which the business is registered; (ii) you have full power, capacity and authority to enter into and perform your obligations under the Terms; and (iii) any information provided or made available by you or your Affiliates is at all times accurate and complete;
  - (c) you and any person or entity that has a financial interest in your business, or any person or entity acting on your behalf: (i) have no affiliation with any Lazada employee which may result in a potential or actual conflict of interest; (ii) have not been barred or otherwise prevented from selling on Lazada; or (iii) have not been involved in any lawsuit or claim that has a bearing on the Terms.
- E. Continuing Obligations.** You undertake and warrant that all your representations, warranties and undertakings in the Terms will be fulfilled and will remain true and correct at all times. In the event any of them become unfulfilled, untrue or incorrect, you will promptly inform Lazada of the same and rectify the situation to Lazada's satisfaction (without prejudice to any other rights or remedies of Lazada).
- 9. Confidential Information**
- A. Restriction on Disclosure.** The recipient of any Confidential Information will not disclose that Confidential Information, except to Affiliates, employees, and/or agents who need to know it and who have agreed in writing to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfil obligations under the Terms and keep the Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving the discloser reasonable notice and the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.
- B. Survival of Obligations.** The rights and obligations of the parties under this Clause shall survive the termination of the Terms.
- 10. Personal Data and Buyer Information**
- A. Use and Processing of Personal Data.** You undertake, represent and warrant that you will use and process Personal Data (in particular, the Personal Data of Buyers):
- (a) only for the purpose of the execution of these Terms or Buyer Contract and not disclose it to third parties;
  - (b) in accordance with the requirements under the applicable personal data protection laws and the Policies;
  - (c) in a manner that ensures Lazada remains in compliance with the requirement under the applicable personal data protection laws; and



- (d) you will not sell, assign, license, publish, lease or otherwise commercially exploit any such information or utilize such information in any manner for your own benefit or carry out any data mining, data compilation or data extraction for the purposes of statistical or trade analysis or otherwise.

You further warrant that you have implemented sufficient security measures to ensure that the Personal Data is securely kept and maintained as required by the applicable personal data protection laws and you agree to be subject to the necessary audits undertaken by Lazada to ensure compliance of the above warranties and to immediately inform Lazada of any Personal Data incident upon becoming aware of the same.

- B. **Rights to Information.** Lazada will own all information regarding Buyers, Orders and the supply of the Services, including payments, Fees, disbursements, refunds, cancellation penalties, adjustments, etc. and Lazada will not be liable to pay any royalties or fees to you in connection with the use of any such information.

## 11. **Liability – Limitations & Indemnification**

- A. **No liability for inaccuracies or errors.** The Platform, Seller Center, the Services and the Additional Services are provided on an "as is" basis. Any information and any materials provided by or through the Platform, Seller Center, the Services and the Additional Services may contain errors and Lazada and Lazada Affiliates expressly exclude liability for any such errors to the fullest extent permitted by applicable laws. Any link found on the Platform Seller Center or the Tools is provided for your convenience and for further information. It does not signify that Lazada endorses the contents thereof and Lazada has no responsibility for the content of external links.
- B. **No liability for unavailability.** You acknowledge that the availability of the Services, Platform, Seller Center is subject to:
- (a) availability of resources, including resources under the control of Lazada and availability of a suitable network infrastructure;
  - (b) geographic and technical capability of communication networks and other delivery systems;
  - (c) provisioning time that may be required by Lazada to provide the Services and/or the Additional Services; and
  - (d) you meeting the technical requirements for accessing Seller Center from time to time.
- C. **No warranties.** Except as expressly provided for in the Terms, Lazada makes no other representations or warranties of any kind, express or implied, including: (a) implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement; (b) that the Platform, Seller Center, the Services or the Additional Services will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error; (c) that the information, content, materials, or products included on the Platform or Seller Center will be as represented by Lazada or that Lazada or the Buyers will perform as promised; (d) any implied warranty arising from course of dealing or usage of trade; and (e) any obligation, liability, right, claim, or remedy in tort, unless arising from acts of fraud, gross negligence or willful misconduct by Lazada.
- D. **Correction of documents or content.** Any typographical clerical or other error or omission in any acceptance, invoice, Seller Content or other document on the part of Lazada shall be subject to correction without any liability for Lazada.
- E. **Indemnity.** You will defend, indemnify and hold Lazada and Lazada Affiliates, and our respective officers, employees, directors, contractors, partners, agents, subcontractors and representatives, harmless from, and at Lazada's option defend Lazada against, any and all Claims arising out of, or related to:
- (a) any actual or alleged breach of your undertakings, representations, warranties, or obligations set forth in the Terms or the Buyer Contract;
  - (b) any incorrect, misleading, or erroneous information provided to Lazada or any third party in connection with the Services or Additional Services;
  - (c) any non-compliance by you with any applicable laws or the Policies, including any losses in respect of shipment of Prohibited and Controlled Products incurred by Lazada or its sub-contractors;
  - (d) any tax compliance costs or tax liability incurred by Lazada or Lazada Affiliates in connection with your activities, arising out of your non-compliance with the applicable tax laws or us or Lazada Affiliates being deemed as your tax agent; or
  - (e) your own website or other sales channels, the Products, any Seller Contents, the advertisement, offer, sale or return of the Products, any actual or alleged infringement of any Intellectual Property Rights by the Products or the Seller Contents, or seller taxes (duties, fees and other charges, etc.) or the collection, payment or failure to collect or pay seller taxes. If at any time Lazada reasonably determines that any indemnified claim might adversely affect Lazada, Lazada may take control of the defenses at your expense. You may not consent to the entry of any judgment or enter into any settlement of a claim against Lazada without the prior consent by Lazada in writing, which consent may not be unreasonably withheld.

- F. **Lazada's liability.** Lazada will not be held liable for any damages of any kind, including direct, indirect, incidental, punitive, and consequential, arising out of or in connection with the Terms, the Buyer Contract, the Platform, Seller Center, the Services, the Products (including inability to use the Services or the Tools), or from messages received or transactions entered into on the Platform, provided that Lazada will compensate you for any direct damages resulting exclusively, or primarily from Lazada's fraud, gross negligence or wilful misconduct.
- G. **Limitation of liability.** If Lazada is nevertheless found liable, to the fullest extent permitted by applicable laws, and notwithstanding any other provision of these Terms, the aggregate liability of Lazada and Lazada's Affiliates and our respective officers, employees, directors, contractors, partners, agents, subcontractors and representatives, and any of them, to you and anyone claiming by or through you, for all Claims resulting from or in any way related to the Terms shall not exceed US Dollar five thousand (USD5,000.00) (or such equivalent amount in local currencies of the Territory). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by applicable laws.

## 12. **Termination**

- A. **Lazada's Termination Right.** Lazada may unilaterally and immediately terminate these Terms and restrict your use of the Services upon the occurrence of any of the following:
- (a) you being in breach of any provision of the Terms and failing to remedy the same within 14 days from being so notified;
  - (b) you being in breach of any applicable laws or the Policies;
  - (c) (in the case of an individual) you being adjudicated a bankrupt or have any similar action taken against you in any jurisdiction, or (in the case of a company) you passing a winding up resolution or a court of competent jurisdiction making an order for the same;
  - (d) the issuance of a judicial management or administrative order in relation to you, or the appointment of a receiver over, or an encumbrance taking possession of, or the sale of, your assets;
  - (e) you making an arrangement or composition with your creditors generally or applying to a court of competent jurisdiction for protection from its creditors; or
  - (f) you ceasing or threatening to cease to carry on business.
- B. **Seller's Termination Right.** Provided Lazada has not corrected these within 14 days from your written notice to Lazada of the occurrence of any of the following, you have the right to immediately terminate these Terms: (a) Lazada (or its designated providers) delaying payment for more than thirty (30) days without reason; (b) Lazada delaying returns for more than sixty (60) days without valid reason; (c) the making of a judicial management or administration order in relation to Lazada or the appointment of a receiver over Lazada's assets; (d) the making of an arrangement or composition by Lazada with its creditors generally or applying to a court of competent jurisdiction for protection from its creditors; or (e) Lazada ceasing or threatening to cease to carry on business.
- C. **Termination with Notice.** Either Party may unilaterally terminate these Terms without cause by providing fourteen (14) days' prior written notice to the other Party.
- D. **Consequences of Termination.** Upon termination of these Terms, you will notify Lazada of all concluded Buyer Contracts which have yet to be performed. Notwithstanding any termination for any reason, you remain responsible for the fulfilment of any pending Order and Lazada (or its designated providers) will fulfil any pending Payment obligations. Lazada shall have the discretion whether to complete or cancel any pending Services, and you shall pay any fees in connection with Services that are completed.
- E. **Surviving Provisions.** Any provision of the Terms that, by its nature, is meant to survive the term or termination, shall survive such term or termination.

## 13. **Miscellaneous**

- A. **Agreement Prevails.** Unless expressly agreed otherwise by the Parties, these Terms will prevail over any other agreement, terms or conditions regarding the subject matter, pre-contractual negotiations, and to the exclusion of all other terms proposed by either Party (including any terms or conditions which you purport to apply under any purchase order, confirmation order, specification, invoice or other document) and no terms or conditions endorsed upon, delivered with or contained in any other document or with the Products, will form part of the Terms. The Terms will apply to the relationship between the parties in addition to any specific terms agreed to herein or specifically agreed by the Parties from time to time. In the event of any conflict or inconsistency between these Terms and the Policies, the provisions of these Terms shall prevail.

- B. **Interpretation.** The singular includes the plural and vice versa, as the context may require. Headings are inserted for convenience only and will be ignored when construing these Terms. The term "including" or "include" shall mean "including, without limitation", unless the context otherwise requires. A statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of the Terms, and shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced.
- C. **Communications.** Unless otherwise provided in these Terms or agreed to between the parties, all notices, requests, demands and other communications hereunder must be in writing and will be deemed to have been fully given and received when sent with recognized overnight delivery service, registered mail or email one (1) Working Day after being deposited for next-day delivery with a recognized overnight delivery service or emailed, or three (3) Working Days after being mailed by registered mail, charges and postage prepaid, to the recipient's address set forth in these Terms or any other address that the recipient may specify by notice to the other Party. If requested by Lazada, you shall provide to Lazada contact details of a designated contact person, whom Lazada may contact regarding any of your responsibilities arising from the Terms.
- D. **Assignment.** You cannot assign, transfer or subcontract all or part of your rights and/or obligations deriving from the Terms, without the prior written consent of Lazada. Lazada may assign, transfer or subcontract all or part of its rights and/or obligations deriving from the Terms.
- E. **Independent Contractors.** You and Lazada are independent contractors, and nothing in the Terms will create any partnership, joint venture, agency, franchise, sales representative relationship or exclusivity between the parties. The Terms will not cause the establishment of any relationship of employment between the parties or with any person who provides services to either. You have no authority to make or accept any offers or representations on behalf of Lazada.
- F. **No Third Party Rights.** These Terms and all of the representations, warranties, covenants, conditions, and provisions hereof are for the sole and exclusive benefit of Lazada, Lazada Affiliates and you. Other than as regards the rights of Buyers against you, nothing in the Terms will be construed as giving any third party any rights whatsoever.
- G. **Illegality.** Notwithstanding any other provision in the Terms to the contrary, nothing contained herein will oblige Lazada or you to engage in any action or omission to act which would be prohibited by or penalized under applicable laws. The illegality, invalidity or unenforceability of any provision of the Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. The actual or future invalidity or ineffectiveness of any provision in the Terms will not affect the validity or effectiveness of the whole document.
- H. **Severability.** If any provision in these Terms shall be held to be void but would be valid if deleted in part or reduced in application, such provision shall apply with such deletion or modification as may be necessary to make it valid and enforceable.
- I. **No Waiver.** The failure of a Party to exercise its rights in case of breach of contract by the other Party will not be considered as a waiver of its rights under the Terms or under applicable laws.
- J. **Force Majeure.** No Party will be liable to the other or be deemed to be in breach of the Terms by reason of any delay or failure to perform any of its obligations due to an event of Force Majeure. Upon the occurrence of any event of Force Majeure, Lazada may, at its option, fully or partially suspend delivery/performance of its obligations hereunder while such event or circumstance continues. If any of the events of Force Majeure will continue for a period exceeding one (1) month, Lazada may notify you that it will terminate the Agreement with immediate effect.
- K. **Variation.** No variation of these Terms will be valid unless (a) expressly agreed to in writing and signed by authorized representative of Lazada; or (b) notified to you as provided in accordance with these Terms.
- L. **Stamp Duty.** All stamp duty and registration fees (if any) in respect of these Terms will be fully borne and paid by you.
- M. **Governing Law.** The applicable governing law and dispute resolution of these Terms is as set out in the Local Addendum.

**Annex 1 DEFINITIONS****Definitions**

- (a) **3PL:** third party logistics provider.
- (b) **Additional Service:** is defined in Clause 2(B)(b).
- (c) **Administrative Fee/Default Fee:** the fee specified in Seller Center and chargeable to you for non-compliance with these Terms, the Policies, applicable laws or for any reasonable cause.
- (d) **Affiliate:** any entity directly or indirectly controlled by, or controlling, a Party or any affiliate or subsidiary thereof. As regards Lazada, Affiliate is deemed to include entities which are members of the Alibaba, Alipay and Lazada groups of companies.
- (e) **Annex:** any annex to these Terms. The Annex(s) form(s) an integral part of these Terms.
- (f) **Buyer:** a third-party, who purchases Product on the Platform.
- (g) **Buyer Contract:** each Order by Buyer and accepted by Seller, which is governed by the Terms of Sale on Lazada.
- (h) **Cancellation Penalty:** the charge or any other penalty applicable for a Cancelled Order. The Cancellation Penalty is as indicated in Seller Center.
- (i) **Cancelled Order:** an Order cancelled or rejected by you, or cancelled due to your lack of compliance with any provision of these Terms.
- (j) **Claims:** liens, damages, losses, liabilities, obligations, penalties, fines, fees, claims, litigation, demands, defenses, judgements, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including third party claims, reasonable attorney's fees, consultants' fees, experts' fees and other costs of litigation).
- (k) **Commission:** the percentage (as applicable at the time the Order is placed) of the Listing Price, as specified in Seller Center.
- (l) **Confidential Information:** any information proprietary to a party to these Terms or an Affiliate thereof, that is disclosed to the other party or an Affiliate thereof, whether marked as confidential or not, that should be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully obtained and provided to the recipient by a third party.
- (m) **Consumption Tax:** Any prevailing consumption tax, including but not limited to any Goods and Services Tax, Value Added Tax, Sales Tax and Service Tax, or its equivalent and as from time to time modified.
- (n) **Failed Delivery:** an Order that is cancelled for unsuccessful delivery, for example due to: (i) the delivery address (either physical or email) provided by the Buyer or by Lazada being incorrect; (ii) where acceptance of delivery of the Product is required, the Buyer being unable to accept the Product; (iii) where the Product is a physical product, the Buyer refusing to accept the delivery of the Product in accordance with the Policies; or (iv) where the Buyer remains uncontactable after various attempts (the number of delivery attempts shall be determined by the relevant carrier).
- (o) **FBL:** Fulfilment by Lazada (see explanation under Clause 5A and Annex 3).
- (p) **Fee:** the service fee payable by you to Lazada in consideration for the provision of Services, which shall be calculated in accordance with Schedule A.
- (q) **Force Majeure:** any event or cause beyond a Party's reasonable control including but not limited to: (i) an act of God, explosion, flood, tempest, fire or accident; (ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition, act of terrorism or civil unrest; (iii) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; (iv) import or export regulations or embargoes; (v) interruption of traffic, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Lazada or Lazada Affiliates, or of a third party); and (vi) health epidemics declared by the World Health Organization.
- (r) **Fulfilled Buyer Contract:** an Order the status of which is showing as "*Delivered*" in Seller Center, or is otherwise deemed by Lazada as having been executed by you, including instalments thereof.
- (s) **Fulfilment Model:** the model of Order fulfilment of physical Products and Product agreed to by the parties and as supplemented by the Logistics Services Agreement (if applicable).
- (t) **General Services:** is defined in Clause 2(B)(a).
- (u) **Handling Fee:** a fee payable for handling Products and supplying packaging materials under FBL.
- (v) **Inadequate Product:** any wrong, faulty, defective, damaged (excluding any Product damaged due to mishandling by Lazada, Lazada Affiliates, a Lazada contractor, or the Buyer), legally non-compliant Product, or a Product that has been publicly or privately recalled, in accordance with the law or the Policies.
- (w) **Intellectual Property Rights:** all patents and copyright, moral rights, trade marks, design rights, rights in or relating to databases, and/or confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world.
- (x) **Late Payment Interest:** is the interest payable by you on the overdue sum at the rate specified in the Local Addendum.
- (y) **LCD:** Lazada-coordinated Delivery (see explanation under Clause 5A and Annex 2).
- (z) **Listing Price:** the price, including instalments, at which a Good is offered for sale to Buyers by Seller as indicated on the Platform at the time the Order is placed. For the avoidance of doubt, the Listing Price includes any tax applicable under applicable laws, and excludes any coupons or other discounts provided by Lazada to the Buyer.
- (aa) **Local Addendum:** Schedule B of these Terms, which sets out additional terms and conditions governing your use and access of the Platform in your country.

- (bb) **Net Proceeds:** the Sales Proceeds minus any sums owed by you under these Terms, or any other agreement entered into by the parties and subject to any chargeback, reversal, refund, withholding for anticipated claims and/or deduction, in accordance with these Terms or any other agreement entered into by the parties.
- (cc) **Order:** the request placed by a Buyer on the Platform for the purchase of a particular Good.
- (dd) **Payment:** payment of Net Proceeds made or to be made by Lazada to you.
- (ee) **Payment Fee:** a fee, calculated on the basis of a percentage of the Sales Proceeds, for payment processing services.
- (ff) **Personal Data:** any personal information as defined by the applicable personal data protection laws and regulations, pertaining, but not limited, to Lazada, Lazada Affiliates, or our respective officers, employees, directors, contractors, partners, agents, subcontractors and representatives, and Buyers.
- (gg) **Platform:** the Lazada platform on any of the following websites: [www.lazada.co.id](http://www.lazada.co.id), [www.lazada.com.my](http://www.lazada.com.my), [www.lazada.com.ph](http://www.lazada.com.ph), [www.lazada.sg](http://www.lazada.sg), [www.lazada.co.th](http://www.lazada.co.th), [www.lazada.vn](http://www.lazada.vn), or any other internet domain property of Lazada, and the Lazada Mobile Application available on mobile operating systems (including on iOS and Android), where Seller may list Products for sale under these Terms, and where Buyer(s) may buy such Products.
- (hh) **Policies:** the rules, guidelines, terms and conditions, etc. applicable to Sellers and Buyers for the use of the Services, Platform, Seller Center, Tools and other Lazada properties, as they may appear on the Platform or Seller Center or be communicated from time to time by Lazada, including the Privacy Policy as mentioned in paragraph 6 of the Overview.
- (ii) **Product:** one (1), or several (if sold together under one Listing Price) good(s) or service(s) (as the case may be) offered for sale by Seller to Buyers pursuant to the Terms.
- (jj) **Prohibited and Controlled Products:** the Products which are listed as prohibited and controlled products in the Policies, including but not limited to Products which are illegal to be listed or sold under applicable laws and regulations.
- (kk) **Returned Product:** the return of a physical Product to Lazada by a Buyer in accordance with these Terms and/or the Policies, including Inadequate Products. You will retain, or take back from the Buyer as the case may be, ownership, title and risk (save, as regards to risk, where the Product is Fulfilled By Lazada and is under Lazada's care) of all Returned Products.
- (ll) **Sales Proceeds:** the gross proceeds received from Buyers by Lazada (or its designated providers) on your behalf.
- (mm) **Sales Traffic Activities:** Additional Services consisting in: (i) Shop in Shop, which entails a set of specific design features on the Platform that enhance the visual representation of certain of your Products by means of a dedicated landing page; (ii) Search Engine Optimization, which entails the bidding on relevant keywords related to the Products and/or you on electronic search engines; (iii) Social Media Sales Traffic Activities, which entails the promotion of the Products and/or you on the Platform or social media platforms; (iv) Banner services which entail the bidding on banners related to the Products or the Seller on electronic search engines; (v) Affiliate services, which entail advertising the Products or the Seller on a network of affiliates that work with Lazada; and/or (vi) other sales promotion services agreed to by the parties. For the avoidance of doubt, each of the Sales Traffic Activities are offered according to separate sets of T&Cs, which shall form part of the Policies.
- (nn) **Schedule:** any schedule to these Terms at the time of acceptance of these Terms and such other schedules that may be incorporated by publication or notification in writing by Lazada from time to time. The Schedule(s) form(s) an integral part of these Terms.
- (oo) **Seller Account:** an account which you have created with Lazada for access to the Platform and Tools, and by which the Sales Proceeds may be received.
- (pp) **Seller Center:** any tool offered by Lazada to Seller, for the operation of Seller's operations on the Platform and access to the Services and Tools available at <https://sellercenter.lazada.com.ph/>. All references to "Seller Center" shall include the Lazada University for Sellers available at <https://university.lazada.com.ph/>.
- (qq) **Seller Content:** product information, text, images, and any other relevant and/or legally required information relating to the Products, including third party and your trademarks and other Intellectual Property Rights related materials.
- (rr) **Services:** the services provided by Lazada under these Terms, being the General Services and if applicable, the Additional Services.
- (ss) **Shipping Cost:** the fee charged by Lazada for Lazada-coordinated Delivery.
- (tt) **Storage Fee:** a fee payable under the Fulfilment By Lazada model, for storing the Products in the location designated by Lazada, which fee varies based on whether the Products are stored in a normal storage area or in a cold room (as agreed by the parties).
- (uu) **Terms:** is defined in the preamble.
- (vv) **Territory:** means a country or territory within which the Products are intended to be sold pursuant to these Terms.
- (ww) **Tools:** any tools provided by Lazada to you in connection with your access to and use of the Services.
- (xx) **USD or US Dollar:** United States Dollar.
- (yy) **Working Day:** a day other than Saturday, Sunday, or a national or state public holiday in the Territory of your working premises.

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**Annex 2 LAZADA-COORDINATED DELIVERY**

These Lazada-coordinated Delivery terms shall apply and shall form part of the Terms of Service (Seller) ("**Terms**"), if the method of fulfilment of Orders is Lazada-coordinated Delivery.

**General terms for Lazada-coordinated Delivery**

- (a) **Logistics Services.** Lazada (through Lazada Affiliate or third party(ies) assigned by Lazada) will provide delivery services to the Seller under Lazada-coordinated Delivery, in accordance with the Policies. You shall fulfil the order through and cooperate fully with the logistics service provider assigned by Lazada to carry out the delivery services. Lazada shall not be obliged to assist you to update the status of delivery on Seller Center, nor shall Lazada be liable to you for any losses you suffer, in the event you do not fulfil the order using the delivery partner assigned by Lazada.
- (b) **Performance of Logistics Services.** Lazada may use any method or route to perform Lazada-coordinated Delivery, including to sub-contract all or part of Lazada-coordinated Delivery to any sub-contractor which Lazada deems appropriate.
- (c) **Shipping Costs.** Unless otherwise provided in the Policies (such as when shipping fees are charged to Buyers), you shall be responsible for all costs incurred for shipping the Products. Any costs assessed against or incurred by Lazada in relation to shipping will be debited to you. If applicable and unless otherwise specified, you shall also be responsible for payment of all customs duties, and taxes and any other charges related to the shipping and custom clearance of Products.
- (d) **Import/Export.** Lazada shall, under no circumstances, be listed as the importer, exporter, consignor or consignee in any export or import documentation. If Lazada is listed as the importer, exporter, consignor or consignee in any export or import documentation, Lazada shall have the right to refuse to accept the Product and/or cancel the Order covered by such documents and any costs assessed against or incurred by us will be deducted from amounts payable to you, or by other method at our election. If Lazada decides to support you with the completion of the import procedures of the carrier, Lazada may deduct from amounts payable to you, or by other method at our election, any applicable costs or fees or penalties.
- (e) **Restricted Destinations.** Lazada may restrict the destinations to which you may ship Products. Lazada has no obligation to provide logistics services to collect or deliver Products to or from any PO Box, overseas address, addresses without proper postal codes, or any non-delivery locations set out in the Policies.
- (f) **Estimated Shipping Costs.** Estimated shipping costs, if any, provided prior to shipment are not binding and you agree that you shall be liable for: (i) the actual shipping costs; or (ii) the estimated shipping costs, even if the carrier determines them to be lower than the estimate submitted to you.
- (g) **Title and Risk.** Title of Products will remain with you until they have been transferred to the Buyer pursuant to the Buyer Agreement in the manner contemplated by the Terms. Except as expressly provided by these Terms, at no point in time will title to Products pass to Lazada or its sub-contractors (if any). Lazada or its sub-contractors shall not be or deemed to be the merchant on record of the Products. Risk of loss or damage of Products will remain with Lazada from the time the Products are picked up (as supported by records) until such time the Products are delivered to the Buyer, returned to you, or otherwise handled in accordance with the Terms or the Policies.
- (h) **Rejection/Re-package/Return of Products.** Lazada (or Lazada's 3PL) may reject or re-package (at your expense) any Products for the provision of Lazada-coordinated Delivery, and return such Products.
- (i) **Prohibited and Controlled Products.** If your Products fall into any of the prohibited and controlled categories listed in the Policies, Lazada may reject such Products for Lazada-Coordinated Delivery, or provide such services to you subject to additional handling charges payable by you.
- (j) **Fee Deduction.** Fees payable by you for Lazada-coordinated Delivery completed by each reconciliation cut-off date shall be deducted from the Sales Proceeds in your Seller Account. In the event the Sales Proceeds are repeatedly insufficient to pay the service fees payable to Lazada, Lazada may issue you an invoice for payment, and you shall pay such invoiced amounts to Lazada within ten (10) Working Days from the date of the invoice.
- (k) **Lien.** Lazada shall, subject to any applicable law, have a lien on any Products in Lazada's possession for any Fees due and owing from you.

- (l) **Limitation of Liability.** The total liability of Lazada to you if there is any loss or damage to Products which are the subject of Lazada-coordinated Delivery and where Lazada is responsible for the risk shall be limited to the replacement value of such Products, calculated in accordance with the Local Addendum,

Provided that, if the loss or damage is caused by your instructions, you failing to comply with these Terms or the Policies, related to the decay of perishable Products, or otherwise directly or indirectly caused by you or your agents or contractors, Lazada shall not be liable for any such loss or damage. Any compensation payable to you under this Clause shall be the exclusive remedy available to you for any Claim arising out of Lazada-coordinated Delivery services.

- (m) **Carrier Information.** You shall not use the carrier account information of Lazada, including, without limitation, carrier account number and shipping rates, for any purpose other than for the fulfilment of an Order, nor disclose such information to any third party, and you shall protect such information as Confidential Information.

#### **Specific Terms for Lazada-coordinated Delivery**

- (a) You will prepare and ship the Order to Lazada's designated location (including any applicable drop-off boxes offered by Lazada or to Lazada's appointed 3PL) or for Lazada's pick-up from mutually agreed pick up points (if offered to you), according to the lead times specified in the Policies, provided that, where you fail to comply with the deadline, Lazada may modify the deadline and/or to cancel the Order.
- (b) You shall stop or cancel any Orders if directed by Lazada. If Buyer has already been charged for such Orders, Lazada will execute refunds (and any adjustments) and credit the applicable Buyer account. You will reimburse us for all amounts credited and costs associated with the refund.
- (c) Upon receiving Products that are the subject of an Order, Lazada will deliver the Products to the delivery address and designated recipient, in accordance with the Policies.
- (d) You shall be responsible for, and bear all risk and liability for the sourcing, sale, packaging, labelling, product quality, and product warranties (if applicable) for all Products delivered using Lazada-coordinated Delivery, and you shall be responsible for all such claims in relation to such Products.

**Annex 3 FULFILMENT BY LAZADA****1. Fulfilment by Lazada Terms ("FBL Terms")**

- A. These FBL Terms shall apply and shall form part of the Terms of Service (Seller) ("**Terms**"), if the method of fulfilment of Orders is Fulfilment by Lazada ("**FBL**").
- B. Where the method of fulfilment of Orders is FBL, Seller is responsible for the sourcing and delivery of the Products to Lazada's appointed fulfilment center or pick-up point. The services provided by Lazada under the FBL model ("**FBL Services**") comprise:
- i) If offered by Lazada, pick-up of Products and transportation to Lazada's fulfilment center;
  - ii) Short-term storage of the Products for the purpose of fulfilment of Orders;
  - iii) Picking and packing of Products for fulfilment of Orders;
  - iv) After-sales services such as, customer service and returns and failed delivery processing in respect of the Products.

You shall fulfil the order through and cooperate fully with the logistics service provider assigned by Lazada to carry out the delivery services. Lazada shall not be obliged to assist you to update the status of delivery on Seller Center, nor shall Lazada be liable to you for any losses you suffer, in the event you do not fulfil the order using the delivery partner assigned by Lazada.

- C. **Performance of FBL Services.** Lazada may use any method or route to perform FBL services, including to sub-contract all or part of FBL services, and to use any sub-contractor which Lazada deems appropriate.
- D. **Title and Risk.** Title of Products will remain with you until they have been transferred to the Buyer pursuant to the Buyer Agreement in the manner contemplated by the Terms. Except as expressly provided by these Terms, at no point in time will title to Products pass to Lazada or its sub-contractors (if any). Lazada or its sub-contractors shall not be or deemed to be the merchant on record of the Products. Risk of loss or damage of Products will remain with Lazada from the time the Products are picked up (as supported by records) until such time the Products are delivered to the Buyer, returned to you, or otherwise handled in accordance with the Terms or the Policies.

**2. Enrolment in FBL**

- A. Seller may submit a request to enrol in FBL through the designated request channel as notified by Lazada from time to time. In order to enrol in FBL, Seller may be required to meet certain minimum requirements (such as seller account tenure, and minimum sale quantities), as notified in writing by Lazada. Lazada may revise such minimum requirements from time to time.
- B. Acceptance of any enrolment request shall be at Lazada's sole discretion and may be conditional on Seller fulfilling additional requirements relating to training and enrolment formalities.
- C. If Seller's enrolment request is accepted by Lazada, these FBL Terms shall apply to the Products in respect of which the FBL Services are provided ("**FBL Products**").

**3. Inbound Process of FBL Products**

- A. Seller shall submit to Lazada all information required by Lazada in respect of the FBL Products. Lazada may accept or reject any inbound request for FBL Products submitted by the Seller.
- B. The agreed details of the FBL Products shall be set out in an Inbound Order, which shall accompany each shipment of FBL Products to Lazada's appointed fulfilment center or pick-up point.
- C. All FBL Products shall be shipped to Lazada's appointed fulfilment center on Delivery Duty Paid (Incoterm DDP 2010) basis unless otherwise agreed in writing. If the FBL Products are shipped from overseas, the Seller shall appoint its own importer-of-record and customs broker, and shall not name or list Lazada or any of its Affiliates as the importer, exporter, consignor or consignee, or customs broker for the FBL Products. If Lazada is listed as the importer, exporter, consignor or consignee in any export or import documentation, Lazada shall have the right to refuse to accept the Product and/or cancel the Order covered by such documents and any costs assessed against or incurred by us will be deducted from amounts payable to you, or by other method at our election. If Lazada decides, in our sole discretion, to support you with the completion of the import procedures of the carrier, Lazada may deduct from amounts payable to you, or by other method at our election, any applicable costs or fees or penalties.
- D. Unless otherwise agreed with Lazada, the Seller shall ship the FBL Products specified in the Inbound Order to Lazada's

appointed fulfilment center, at the appointment date and time specified in the Inbound Order. If FBL Products arrive at Lazada's appointed fulfilment center outside of the specified appointment dated and time, Lazada shall be entitled to either accept the FBL Products, or reject and return them to Seller at the expense of Seller.

- E. Lazada may, at its discretion, provide the Seller with pick-up services for the FBL Products from the pick-up location agreed with the Seller. If such pick-up services are offered and accepted by the Seller, the Seller shall comply with the processes and supply the information required for Lazada to provide such services, including standard operating procedures, weight and size restrictions and packaging requirements.
- F. Lazada may also inform the Seller in of any restrictions on scheduling or volumes, and Seller will comply with such restrictions.
- G. Lazada may, at its discretion and prior to or at the time of agreement on the Inbound Order, request the Seller to have its delivery personnel or representative attend at Lazada's appointed fulfilment center for the time period required by Lazada to inbound the FBL Products ("**Seller Attended Inbound Request**"), which attendance period shall not exceed four (4) hours.
  - i) If the Seller complies with a Seller Attended Inbound Request and the inbound process is completed within the attendance period, any FBL Products which is rejected for inbounding due to the FBL Products' failure to comply with Clause 4A and 4B below shall be immediately returned to Seller via its delivery personnel or representative.
  - ii) If Seller complies with a Seller Attended Inbound Request but the inbound process is not completed within the agreed attendance period, any FBL Products which is rejected for inbounding after the end of the agreed duration due to the FBL Products' failure to comply with Clause 4A and 4B below shall be processed in accordance with Clause 4D below.
  - iii) If Seller elects not to comply with a Seller Attended Inbound Request, any FBL Products which is rejected for inbounding due to the FBL Products' failure to comply with Clause 4A and 4B below shall be processed in accordance with Clause 4D below, save that Lazada shall have no liability to Seller for any loss or damage to such rejected FBL Products from the time they were shipped to Lazada's appointed fulfilment center until the time that such FBL Products are retrieved by the Seller.

#### 4. Requirements for FBL Products

- A. FBL Products shall comply with Lazada's requirements as notified on the BMS Portal, Seller Center or Lazada University. For purposes of this FBL Terms, BMS Portal means the FBL Business Management System which allows the user to manage their inventory.

These requirements include (but are not limited to):

- i) minimum expiry dates or periods;
- ii) packaging requirements to ensure the integrity of the FBL Products delivered to Lazada's appointed fulfilment center.
- iii) labelling requirements (in addition to any mandatory requirements under the applicable law);
- iv) prohibitions and exclusions of certain types of products, such as prohibited and controlled categories listed in the Policies, illegal or prohibited, hazardous, toxic or radioactive products, or products which require special storage or handling.

Lazada (or Lazada's 3PL) may reject or re-package (at your expense) any Products for the provision of FBL Services, and return such Products.

- B. All FBL Products shall correspond strictly with the details of the Inbound Order. Seller shall further provide any other additional information required by Lazada to accompany every shipment of FBL Products, such as list of barcodes for each item, warranty details, expiry date for each item, as well as gross and net weight.
- C. Lazada may reject any shipment of FBL Products which is not accompanied by a valid and corresponding Inbound Order, as well as any other additional information which the Seller is required to provide.
- D. In the event that FBL Products shipped to Lazada's appointed fulfilment centre do not comply with the Inbound Order or the requirements applicable to FBL Products, or are not accompanied by the additional information required by Lazada,

Lazada may refuse such shipment of FBL Products. Lazada will notify the Seller of such refusal in writing within ten (10) Working Days. Upon receipt of said written notice, Seller shall retrieve at Seller's expense such rejected shipment within the following timelines:

- i) within one (1) day, if Lazada reasonably determines that the FBL Products create a safety, health or liability risk to Lazada, its personnel or sub-contractors;
- ii) within two (2) Working Days, if the FBL Products do not comply with the requirements relating to minimum expiry dates or periods;
- iii) within seven (7) Working Days, if the refusal is due to any other reason.

E. If Seller fails to retrieve any rejected FBL Products within the timelines above, the rejected FBL Products will be deemed abandoned and Lazada may dispose of the FBL Products in any manner it deems appropriate. Title to abandoned refused FBL Products will transfer to Lazada at no cost to Lazada for the purpose of such disposal, and Lazada will retain all proceeds, if any, received from the disposal of any abandoned refused FBL Products. If the proceeds of the disposal are insufficient to cover the costs of such disposal, Lazada shall be entitled to recover such uncovered costs from the Seller.

F. Alternatively, Lazada may elect to return the rejected shipment to the Seller, or accept the FBL Product for inbounding subject to re-packaging or re-labelling of any FBL Products which do not comply with the packaging or labelling requirements, and may recover all incurred expenses from the Seller.

G. Lazada's acceptance of the FBL Products at the appointed fulfilment center does not:

- i) indicate or imply that any FBL Products have been delivered in accordance with Lazada's inbound requirements set out above and are free of loss or damage; or
- ii) indicate or imply that Lazada actually received the number of units of FBL Products specified by Seller or in the Inbound Order for such shipment; or
- iii) waive, limit or reduce any of Lazada's rights under the Terms or these FBL Terms.

## 5. Seller Obligations

A. Seller shall be responsible for, and bears all risk and liability for the sourcing, sale, original packaging, product quality and product warranties (if applicable) for all FBL Products. All claims in relation to the FBL Products, whether raised by any relevant authorities, the Buyer or any third party, shall be the responsibility of the Seller, save for any responsibility of Lazada in respect of the FBL Services expressly specified in these FBL Terms. For the avoidance of doubt, Seller shall be responsible to meet all legal and regulatory requirements in relation to such Goods and Products, including without limitation their preparation, labelling, original packaging, handling, storage, transportation and delivery, prior to the receipt of these Goods and Products by Lazada.

B. If required by law, Seller shall be responsible to take out appropriate insurance covering the events mentioned above as well as any other obligation under these Terms.

C. Seller will process, fulfil and cancel Orders in accordance with Lazada's policies, as notified on Seller Center or other written means from time to time.

D. Seller shall promptly notify Lazada of any actual or potential recall, or safety alert, relating to the FBL Products, and provide all necessary assistance to Lazada in connection with such recall or safety alert. All expenses incurred by Lazada in connection with such recall or safety alert of the FBL Products shall be borne by the Seller.

## 6. Storage for Fulfilment

A. Lazada will provide temporary storage services for FBL Products once it confirms inbounding of the FBL Products at the appointed fulfilment centers, and will keep electronic records that track inventory of FBL Products by identifying the number of FBL Products stored in Lazada's fulfilment centers.

B. Lazada will not be required to physically mark or segregate items from other inventory Products owned by Seller. If Lazada elects to commingle the FBL Products with other products of Seller, both Lazada and Seller agree that the records of Lazada will be sufficient to identify which products are the FBL Products of Seller. Lazada may, at its discretion, move and distribute the FBL Products between its local fulfilment centers.



- C. Lazada may impose storage fees for FBL Products which have been stored in Lazada's fulfillment centers above a certain aging period. Lazada will notify Seller of the details of the storage fees at least one (1) month prior to implementation of such storage fees.

#### 7. Fulfilment of Orders

- A. Where a Buyer places an Order to an FBL Product, Lazada will pick and pack the FBL Products and ship the Order to the Buyer at the address specified in the Order. Lazada may ship FBL Products together with products sold by Lazada or other sellers.
- B. The Lazada-coordinated Delivery terms shall similarly apply to delivery of Orders for FBL Products.

#### 8. Failed Deliveries & Returns

- A. Seller shall accept and process refunds and adjustments in respect of FBL Products in accordance with the applicable returns and failed delivery policies published by Lazada from time to time.
- B. Returns and failed deliveries of any FBL Products will be received and processed by Lazada at its appointed fulfillment centers. Any sellable returns and failed deliveries of any FBL Products will be placed back into the inventory of the FBL Products of Seller. For the avoidance of doubt, all returns and failed deliveries of any FBL Products which are placed back into the Seller's inventory are the property of the Seller. Lazada may examine and determine at its sole discretion, acting reasonably, if returns and failed deliveries of any FBL Products are suitable for selling.
- C. If Lazada provides replacement FBL Products or a refund to a Buyer and that Buyer returns the original FBL Products to Lazada's appointed fulfillment center, Lazada will be entitled to dispose of the returned original FBL Products, or, if they are saleable, Lazada may, at its option place such returned original FBL Products back in the inventory of Seller. If the returned original FBL Products will be put in the inventory, Seller will reimburse Lazada for the Replacement Value of the returned original FBL Products.
- D. If Lazada reasonably determines that any returns and failed deliveries of any FBL Products is not in sellable condition, Lazada shall either return such returns and failed deliveries of FBL Products to the Seller or dispose of such returns and failed deliveries of FBL Products without any compensation to Seller, and Lazada may recover any incurred expenses from the Seller.

#### 9. Outbound Process

- A. Lazada may restrict the destinations to which you may ship Products. Lazada has no obligation to provide logistics services to collect or deliver Products to or from any PO Box, overseas address, addresses without proper postal codes, or any non-delivery locations set out in the Policies.
- B. Seller may, at any time, request that FBL Products be returned to Seller by submitting a request on the BMS Portal or other channels designated by Lazada from time to time.
- C. Lazada may return FBL Products to Seller for any reason, such as:
- i) the FBL Products have expired or are close to their expiry date;
  - ii) no Orders for the FBL Products of the same SKU have been processed in the past twenty-eight (28) calendar days and more than one hundred and fifty (150) calendar days have elapsed since the particular FBL Product was inbounded in to Lazada's appointed fulfillment centers;
  - iii) the FBL Products are reasonably determined by Lazada to be unsuitable for FBL Services;
  - iv) the FBL Products are reasonably determined by Lazada to be non-compliant with Lazada's notified policies (such as counterfeit items, inadequate or unsuitable packaging);
  - v) the Terms of Service (Seller) is being terminated for any reason; or
  - vi) the FBL Services are being terminated by either Party for any reason.
- D. Unless otherwise agreed, Seller shall be responsible for the pick-up of such FBL Products from Lazada's appointed fulfillment center within seven (7) Business Days (which Lazada may extend at its sole discretion) after Lazada has

notified the Seller in writing to collect the outbounded FBL Products. Lazada may agree to deliver the outbounded FBL Products to the Seller's delivery address in the same country, at Seller's expense.

- E. Seller shall be responsible for any inspection, check or reconciliation of the quantity and condition of the FBL Products. Upon the Seller's collection (or, in the case of delivery to the Seller, confirmed receipt at its designated delivery location) of the outbounded FBL Products, they deemed to have been fully returned to Seller in full and good condition, unless any loss or damage of outbounded FBL Products is notified in writing to Lazada at the time of the collection (or confirmed receipt at its designated delivery location, as the case may be).
- F. If no delivery arrangement has been agreed with Lazada and Seller has failed to collect outbounded FBL Products within the specified duration (as set out in the Local Addendum), the FBL Products will be deemed abandoned and Lazada may elect to dispose of the FBL Products as provided herein in any manner it deems appropriate. Title to abandoned refused FBL Products will transfer to Lazada at no cost to Lazada for the purpose of such disposal, and Lazada will retain all proceeds, if any, received from the disposal of any abandoned refused FBL Products. If the proceeds of the disposal are insufficient to cover the costs of such disposal, Lazada shall be entitled to recover such uncovered costs from the Seller.
- G. Seller may, at any time, request that Lazada dispose of FBL Products. Lazada may dispose of FBL Products in any manner it deems appropriate. Title to abandoned refused FBL Products will transfer to Lazada at no cost to Lazada for the purpose of such disposal, and Lazada will retain all proceeds, if any, received from the disposal of any abandoned refused FBL Products. If the proceeds of the disposal are insufficient to cover the costs of such disposal, Lazada shall be entitled to recover such uncovered costs from the Seller.
- H. Seller shall comply with instructions that Lazada may give in relation to any potential suspension of the work in Lazada's appointed fulfilment center.

#### 10. FBL Fees

- A. The service fees for the FBL Services ("**FBL Fees**") shall be set out in the rate cards published on the BMS Portal, Seller Center or Lazada University from time to time.
- B. The FBL Fees are exclusive of any taxes (such as Consumption Tax) applicable to the FBL Services, unless otherwise stated in the rate cards. All payments to be made by Seller to Lazada shall be made free and clear of, and without deduction for or on account of, any taxes unless Seller is required to make such a payment subject to the deduction or withholding of taxes, in which case the sum payable by Seller shall be increased to the extent necessary to ensure that Lazada receives a sum net of any withholding or deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made. If Lazada is required under the law of any jurisdiction to deduct or withhold any sum as taxes imposed on or in respect of any amount due or payable to Seller, Lazada will make such deduction or withholding as required, and Lazada will provide Seller with a certificate or any similar document proving that amounts deducted refer to withholding taxes
- C. FBL Fees and other sums due and payable to Lazada (or Lazada's designated service providers) under these FBL Terms shall be deducted from the Sales Proceeds in your Seller account. In the event the Sales Proceeds are repeatedly insufficient to pay the service fees payable to Lazada, Lazada may issue you an invoice for payment, and you shall pay such invoiced amounts to Lazada within ten (10) Working Days from the date of the invoice. Any invoice or payment error will be reversed and corrected in the next payment cycle.
- D. Any enquiry or dispute in respect of FBL Fees or any payment of the same shall be made to Lazada within the time period stated in the Terms.
- E. From time to time, Lazada may offer promotions, rebates or discounts to the Seller in respect of the FBL Fees. The terms of such promotions, rebates or discounts will be determined solely by Lazada.
- F. In the event any amount due and payable to Lazada is unpaid by the Seller for at least thirty (30) days after the due date of such amount, Lazada may suspend any further FBL Services pending receipt of full payment.

#### 11. Claims

- A. If there is loss or damage caused by Lazada to any FBL Products while they are being stored at any of Lazada's fulfilment centers, Lazada will pay Seller the Replacement Value of the FBL Products and Seller will, at Lazada's request, provide Lazada with a valid tax invoice or invoice for the Replacement Value paid to Seller.
- B. Lazada shall not be liable for any loss or damage to FBL Products if such loss or damage arises in connection with the

decay or degradation by reason of the products' perishable nature, improper original packaging of the products, or the Seller's non-compliance with the Policies.

- C. Payment of the Replacement Value shall be the Seller's sole remedy against Lazada, its Affiliates and sub-contractors in respect of the FBL Services. Lazada shall not be responsible for any other losses suffered by the Seller, in particular any indirect or consequential losses, loss of sales or profits, loss of goodwill and loss of reputation.
- D. All claims by Seller to Lazada in relation to FBL Products in Lazada's fulfilment centers shall be made via the FBL Claims Module on the BMS Portal or such other channel specified by Lazada from time to time ("**System**").
- E. On the first calendar day of each month, the System will generate a draft claim based on a previous inventory cycle for Seller's review and decision on whether to submit the claim. If the claim is submitted by Seller, Lazada will inform Seller of the claim outcome and Seller shall have an opportunity to dispute the claim outcome within a timeline stipulated by Lazada. While there is a pending claim submitted by Seller or a pending dispute to the claim outcome, no further claim can be made by Seller until the pending claim or dispute to the claim outcome is completely resolved.
- F. Seller must further submit claims or disputes to a claim outcome (if any) in accordance with the timelines stipulated in the System or the Seller Center. Unless expressly specified to the contrary in the System or the Seller Center, Seller must raise claims in respect of the FBL Services within 90 days from the date the claim first arose.
- G. Any claims or disputes to a claim outcome for FBL Products by Seller which fail to comply with the communicated process and platform requirements, as well as the timelines stipulated by Lazada, shall be deemed waived by Seller.
- H. Lazada may, without notice to the Seller, dispose of any FBL Products that are: (i) marked as damaged by Lazada under the System; and (ii) listed in the System claims report, and may carry out such disposal in any manner Lazada deems appropriate. Title to these FBL Products will transfer to Lazada at no cost to Lazada and Lazada shall be entitled to retain all proceeds, if any, received from the disposal of these FBL Products.

## 12. BMS Portal or Other Tools

- A. Lazada may provide tools, including the BMS Portal, to the Seller, in order for Seller to access and manage its FBL Products inventory and the FBL Services.
- B. The storing of Policies and transmission of any notification, amendment, instruction, request, correspondence or other communication to the Seller by Lazada may be made through any tools, dashboard(s) or medium(s) employed by Lazada including but not limited to BMS Portal or Seller Center.
- C. The Seller is responsible for supplying and authorizing access to the tools to its authorized personnel or representatives, to allow such personnel or representatives to access and manage the FBL Services and FBL Products inventory. Seller shall not share the password to such tools with any unauthorized personnel or representative, or use the tools for any other purpose other than in accordance with these FBL Terms.
- D. The Seller shall not dispute any action on the tools, including the BMS Portal, made on the Seller's account, unless Lazada has been given prior written notice that the access to the Seller's account resulting in such action is unauthorized.
- E. The tools are provided on an "as is" basis. Seller acknowledges that any information and any materials provided by or through the tools, including the BMS Portal, may contain inaccuracies or errors, and Lazada and its Affiliates expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Any link found on the tools is provided for Seller's convenience to provide further information. Unless otherwise stated, it does not signify that Lazada endorses the contents thereof and Lazada has no responsibility for the content of external links.

## 13. Force Majeure

- A. In addition to the Force Majeure provisions of the Terms, Lazada shall have no liability to Seller in respect of FBL Products in Lazada's custody that are lost or damaged by reason of floods, storms, natural calamities and/or other acts of God. If Lazada successfully makes any claims against its own insurance policies in respect of such lost or damaged FBL Products and receives payment from its insurers in respect of the same, Lazada shall pass on the proceeds it receives from such claims to Seller.
- B. In addition to the Force Majeure provisions as set out under this Terms, the following shall also be regarded as events of Force Majeure:
  - a. Interruption of production or operation, difficulties in obtaining raw materials labour, fuel parts or machinery; and

b. Power failure or breakdown in machinery.

C. Upon the occurrence of any of the Force Majeure events set out of the Terms, Lazada (as applicable) may, at its option, fully or partially suspend delivery/performance of its obligations hereunder while such event or circumstance continues. If any of the Force Majeure events shall continue for a period exceeding one month, Lazada may forthwith terminate this Agreement upon giving notice in writing to the Seller.

#### 14. Termination of FBL Services

- A. Either Party may terminate the FBL Services without cause by providing at least fourteen (14) days' prior written notice to the other Party.
- B. If within three (3) consecutive months no inbound processes were requested or made by the Seller, Lazada may have its discretion to terminate the FBL Services by providing at least fourteen (14) calendar days' prior written notice to the Seller.
- C. If any amount due and payable to Lazada remains unpaid by the Seller for at least sixty (60) days after the due date, Lazada may terminate the FBL Services immediately upon written notice to the Seller.

#### 15. General Lien of FBL Products

- A. Lazada shall, subject to any applicable law, have a lien on any Products in Lazada's possession for any Fees due and owing from you.
- B. Lazada shall have a general lien against any and all FBL Products for any Fees due and owing from you as well as any reasonable expenses incurred by Lazada for the preservation of the FBL Products pursuant to applicable Law. Lazada shall provide written notice to Seller of its intent to exercise the general lien, the exact amount of monies due and owing, as well as any ongoing storage or other charges. In the event that the Seller does not make full payment of such outstanding monies owed to Lazada within fourteen (14) days of such notice, Lazada shall have the right to sell the FBL Products in respect of which it has exercised its general lien at a public or private sale or auction and any net proceeds remaining thereafter shall be refunded to the Seller. Seller represents, warrants and undertakes that the FBL Products are and shall be free and clear of liability and liens (other than pursuant to this paragraph). Seller shall remain liable for any outstanding monies which remain unpaid after Lazada has sold the FBL Products, to the extent that these exceed the proceeds from the sale of the FBL Products.
- C. For the avoidance of doubt, in the event that Lazada is enforcing the general lien referred to above, it may at its sole discretion choose not to provide any of the FBL Services in relation to the FBL Products in relation to which the general lien is being exercised.

**Schedule A: KEY COMMERCIAL (FEES)****1. Payments**

- A. Unless otherwise agreed in writing, Payments will be made by Lazada to you in accordance with the Policies. The Order status on Seller Center may be subject to delays on weekends, public holidays, caused by third parties, or factors outside of Lazada's reasonable control.
- B. **Fee:** The Fee payable shall be calculated based on:
- (a) the Commission calculated on the Listing Price;
  - (b) the Payment Fee; and,
  - (c) if applicable, any Shipping Cost, FBL Fees, Cancellation Penalty, Administrative Fee/Default Fee, Additional Services Fee and/or such other fees as set out in the Policies.

For the avoidance of doubt, coupons or other unilateral discounts provided by Lazada to Buyers are not considered in the Fee calculation. Any taxes, including Consumption Tax, payable as regards the Services, will be imposed on top of the Fee and will be paid by you.

Lazada may set off any amounts owed by Lazada to you against any amounts owed by you to Lazada, including any such amounts under other accounts or shops owned by you.

**2. Commission and Payment Fee**

- A. Commission rates are as indicated in the Seller Center. Lazada may provisionally reduce Commission rates for certain Products from time to time.
- B. Lazada may provisionally update the Payment Fee from time to time. Payment Fee calculation is as set out in the Seller Center.



**Schedule B: LOCAL ADDENDUM**

This Local Addendum sets out additional terms and conditions governing your use and access of the Platform in your country. For the avoidance of doubt, this Schedule forms part of the Terms and has the same force and effect as if expressly set out in the body of the Terms. In the event of any conflict or inconsistency between this Local Addendum and the Terms, the provisions of this Local Addendum shall prevail.

	<b>Section Reference</b>	<b>Additional Terms and Conditions</b>
1.	<b>Overview – Privacy Policy</b>	The applicable Privacy Policy is:  <a href="https://www.lazada.com.ph/privacy-policy/">https://www.lazada.com.ph/privacy-policy/</a>
2.	<b>Lazada marketplace entity applicable to you (Preamble)</b>	<b>LAZADA E-SERVICES PHILIPPINES, INC</b> (Company Registration Number CS201203115) a company incorporated under the laws of Philippines having its registered address at: 23 <sup>rd</sup> Floor, Net Park, BGC, Taguig City, Philippines;
3.	<b>Section 3G Sales Proceeds – Payment</b>	<b>Inquiry or Dispute.</b> To the extent permitted by applicable laws, any inquiry or dispute about any Payment must be received by Lazada in the official claims filing system provided by Lazada, within 45 days from the Order delivery date, or within such period to be determined by Lazada and communicated to you via the Seller Center, failing which, you waive the right to dispute such Payment. Any enquiry or dispute about any Payment shall be managed in accordance with prevailing Policies.
4.	<b>Section 11 Liability – Limitations &amp; Indemnification</b>	<b>Limitation period.</b> To the extent permitted by applicable laws, any claim by you under the Terms must be notified to Lazada within the periods provided in the Policies and Seller Center. For the avoidance of doubt, Lazada will not be liable for any claim you make after said deadline. Any such claim shall comply with prevailing Policies.
5.	<b>Section 13N Governing Law</b>	This Agreement is governed by and shall be construed in accordance with the laws of the Philippines.
6.	<b>Section 13N Dispute Resolution</b>	Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration in accordance with the Alternative Dispute Resolution Act of 2004 (RA 9285). The seat of arbitration shall be Manila. The arbitration proceedings shall be conducted in English.
7.	<b>Annex 1 Definition – Late Payment Interest</b>	Late Payment Interest Rate shall be determined by Lazada and/or communicated to you via the Seller Center.
8.	<b>Annex 1 Definition – Net Proceeds</b>	<i>The definition of "Net Proceeds" shall be deleted in its entirety and the following definition shall be inserted in substitution therefor:</i>  <b>Net Proceeds:</b> the Sales Proceeds minus any sums owed by you under these Terms, the Payment Terms or any other agreement entered into by the parties and subject to any chargeback, reversal, refund, withholding for anticipated claims and/or deduction, in accordance with these Terms, the Payment Terms or any other agreement entered into by the parties.
9.	<b>Annex 2 Lazada-Coordinated Delivery – Paragraph (I)</b>	The <b>replacement value</b> of the Products shall be calculated as follows:  a. if Seller complies with Packaging Guidelines provided in the Policies and Seller Center, and there is damage to the Product, replacement value shall be 100% of the listing price of the Product;

		<p>b. if Seller does not comply with the Packaging Guidelines provided in the Policies and Seller Center, and there is damage to the Product, Lazada will not be liable to pay replacement value;</p> <p>c. if the Product is lost, replacement value is 100% of the listing price of the Product.</p> <p>Provided that, if the loss or damage is caused by the Seller's instructions, the Seller failing to comply with the terms of this Agreement or the Policies, or related to the decay of perishable Goods, or otherwise directly or indirectly caused by Seller, its agents or contractors, Lazada will not be liable for any such loss or damage.</p> <p>Provided also that any claims relating to any losses or damages under this section must be made by Seller within the periods indicated in the Seller Center. Valid claims and the applicable claims periods thereof shall be defined and provided in the Seller Center.</p>
10.	<b>Annex 3 FBL Terms – Paragraph 9C and 9E</b>	<p>Seller shall be responsible for the pick-up of such FBL Products from Lazada's appointed fulfilment center within 30 days after Lazada has notified the Seller in writing to collect the outbound FBL Products, or within such period to be communicated to you via the Seller Center (the "<b>Notice Date</b>").</p> <p>If no delivery arrangement has been agreed with Lazada and Seller has failed to collect outbound FBL Products within the period indicated above, the FBL Products will be deemed abandoned and Lazada may elect to dispose of the FBL Products as provided herein in any manner it deems appropriate.</p>
11.	<b>Annex 3 FBL Terms – Paragraph 11A</b>	<p><b>Replacement Value</b> of an FBL Product is determined by Lazada at Lazada's discretion based on the lower of either: (i) the invoiced value of the FBL Product to Seller by Seller's supplier, (ii) the average selling price of the FBL Products on the Platform over the specified Reference Period, or (iii) the average Listing Price over the specified Reference Period, in each case net of any Commission, the Payment Fee, shipping fee (if any) and any Seller Taxes that would have applied if the FBL Products had been sold to a Buyer. Details of the calculation of the Replacement Value and Reference Period will be published by Lazada on the BMS Portal, Seller Centre or Lazada University from time to time.</p>