



VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made and entered into on [Date] by and between Freshpost Delivery, INC. ("Freshpost," "we," or "us") and [] ("Vendor" or "you").

1. Purpose of the Agreement

Freshpost operates a grocery delivery mobile app and platform ("Freshpost App") that connects customers with vendors, and vendors to farms and suppliers for grocery and produce delivery services. The purpose of this Agreement is to outline the terms and conditions under which the Vendor may use the Freshpost platform to offer their goods for sale.

2. Vendor Obligations

The Vendor agrees to:

- Provide accurate and up-to-date information about products, including descriptions, pricing, and availability.
- Ensure that products meet the quality and safety standards expected by customers.
- Fulfill customer orders in a timely manner as agreed upon.
- Adhere to all applicable local laws and regulations regarding the sale of goods.
- Add an appropriate markup on product prices to cover Freshpost's commission and service fees, ensuring that the final price reflects the cost of doing business on the platform. **The Vendor acknowledges that it is their responsibility to adjust prices to accommodate these fees.**

3. Vendor Store Review and Performance

- Freshpost allows customers to rate their shopping experience through the Freshpost App. This feedback helps us maintain high-quality service standards across the platform.
- If the Vendor's average customer review rating drops to or below 3.9 out of 5, the Vendor's store will be subject to a performance review by Freshpost.
- Following the review, Freshpost may suspend or take other corrective actions regarding the Vendor's store on the platform if the issues leading to the low rating are not resolved satisfactorily.

4. Payment and Fees

- Freshpost will collect payments from customers on behalf of the Vendor.
- The Vendor will be charged a commission fee of [percentage]% on each sale made through the Freshpost App.
- Payments to the Vendor will be remitted on a [weekly/bi-weekly] basis, after deducting the applicable commission fees.
- The Vendor is responsible for setting their product prices on the Freshpost App in a way that accounts for Freshpost's commission. This includes ensuring that the prices charged to customers through the platform reflect any necessary adjustments to cover fees.

5. Handling of Damaged Items and Canceled Orders Due to Bad Produce

- If a customer cancels an order due to receiving bad produce or damaged items, the Vendor will be responsible for covering the cost of the items.
- The driver will return the damaged or substandard items to the Vendor, and Freshpost may request the Vendor to replace or refund the items for the customer.
- If the driver reports that the item was damaged during transit, Freshpost will initiate a return process, and the Vendor may be asked to replace or refund the order, depending on the nature of the damage.
- Freshpost may investigate and make a final decision regarding compensation, refunds, or replacements based on the condition of the items and the situation reported.

6. Handling of Returned Items Due to Customer Cancellations

- In the event a customer cancels an order after it has been dispatched, the driver will return the products to the Vendor.
- The Vendor will be responsible for inspecting the returned products and deciding whether they can be resold or if any items must be discarded.
- If the cancellation is due to the Vendor's failure to meet the order quality or timeliness requirements, Freshpost reserves the right to ask the Vendor to issue a refund or replacement to the customer.
- Freshpost may charge the Vendor for any costs associated with the cancellation and return, especially for perishable or non-returnable goods.

7. Term and Termination

- This Agreement will commence on the effective date and will remain in effect unless terminated by either party.
- Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice or by contacting our Freshpost Team in the event that Vendor requests suspension of their store in the platform and mobile apps.

