

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL**  
**PRINCIPAL BENCH SITTING AT NEW DELHI**  
**ORIGINAL APPLICATION NO. 164/2025**

**IN THE MATTER OF:**

HARIYALI WELFARE SOCIETY

...APPLICANT

VERSUS

MS. FLIPKART LOGISTICS PRIVATE LIMITED & ORS.

...RESPONDENT

**INDEX**

Sr. No	Particulars	Page No
1	Reply filed on behalf of Amazon Seller Services Private Limited/Respondent No. 2	1-17
2	<b>Annexure R2/1:</b> A copy of Respondent No.2's Board Resolution dated 21.02.2023	18-20
3	<b>Annexure R2/2:</b> A copy of Standard Business Solutions Agreement that Respondent No. 2 enters with its Sellers	21-63
4.	<b>Annexure R2/3:</b> A list of the false negative products that were suppressed by Respondent No. 2 between July 18-22, 2025.	64-65
5.	<b>Annexure R2/4:</b> A copy of the Consolidated FDI Policy Circular of 2020	66-72
6.	Affidavit in support of reply	73-74

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH SITTING AT NEW DELHI  
ORIGINAL APPLICATION NO. 164/2025**

**IN THE MATTER OF:**

HARIYALI WELFARE SOCIETY

...APPLICANT

VERSUS

MS. FLIPKART LOGISTICS PRIVATE LIMITED & ORS.

...RESPONDENT

**REPLY FILED ON BEHALF OF AMAZON SELLER SERVICES PRIVATE LIMITED/RESPONDENT NO. 2:**

**MOST RESPECTFULLY SHOWETH:**

1. That the present reply is being filed on be behalf of Amazon Seller Services Private Limited (hereinafter referred to as “ASSPL/ Respondent No. 2”) through Ms. Richa Bakshi authorized signatory of ASSPL by virtue of Board Resolution dated 21.02.2023, marked and annexed herewith as ANNEXURE-R2/1.
2. That by the order dated 23.04.2025, this Hon’ble Tribunal was pleased to issue directions to the respondents herein for filing their response/reply by way of affidavit before the next date of hearing through e filing. The relevant excerpt of the order dated 23.04.2025 is reproduced hereunder:

*“5. Issue notice to the respondents for filing their response/reply by way of affidavit before the Tribunal at least one week before the next date of hearing through e-filing. Of any respondent directly files the reply without routing it though its advocate then the said respondent will remain virtually present to assist the Tribunal.”*



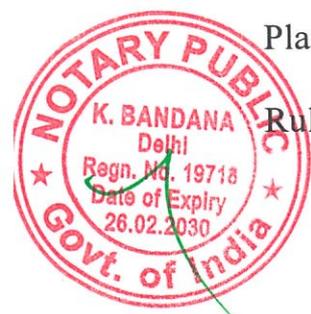
3. It is submitted that the present Application has been filed by the Applicant against the illegal sale and distribution of polystyrene and expanded polystyrene (thermocool /also known as Styrofoam). The Applicant has placed reliance upon Rule 4(2) of the Plastic Waste Management Rule, 2016 (“**PWM Rules 2016**”) as amended by the Plastic Waste Management (Amendment) Rules, 2021 published in Gazette Notification No. G.S.R. 571(E) dated 12.08.2021, which prohibits the import, stocking, distribution, sale and of such goods. The relevant extract of the aforementioned rules is reproduced hereunder:

*“(2) The manufacture, import, stocking, distribution, sale and use of following single use plastic, including polystyrene and expanded polystyrene, commodities shall be prohibited with effect from the 1st July, 2022: -*

*(a) ear buds with plastic sticks, plastic sticks for balloons, plastic flags, candy sticks, ice-cream sticks, polystyrene [Thermocol] for decoration;*

*(b) plates, cups, glasses, cutlery such as forks, spoons, knives, straw, trays, wrapping or packing films around sweet boxes, invitation cards, and cigarette packets, plastic or PVC banners less than 100 micron, stirrers.”*

4. The Applicant has also placed reliance on the notice dated 04.02.2024 issued by the CPCB informing all producers, retailers, shopkeepers, e commerce Companies, etc. to stop production, stocking, sale and usage of Single Use Plastic (hereinafter referred to as “**SUP**”) items in terms of Rule 4 of the PWM Rules. Further reliance has also been placed by the Applicant on the direction



dated 01.02.2022 issued by CPCB under Section 5 of the Environment (Protection) Act, 1986. The relevant extract of the direction dated 01.02.2022 is reproduced hereunder:

*“Now, therefore in compliance of above and in exercise of powers vested under Section 5 of Environment (Protection) Act, 1986 top the Chairman CPCB, following Directions are being issued for compliance:*

- i. To stop selling/usage of banned SUP items through online platform provided by your organization with effect from July 01.2022.*

*Necessary actions for compliance of aforesaid directions shall be taken and Action Taken Report to be submitted to this office by March 31, 2022 failing which appropriate action including levying of Environmental Compensation will be taken under the provision of Environmental (Protection) Act, 1986.”*

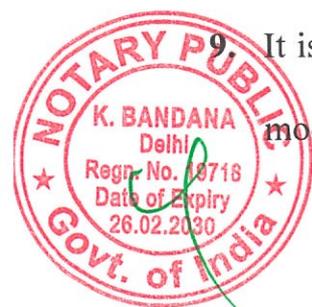
5. At the outset, Respondent No. 2 wholly and expressly denies all the allegations, contentions and submissions levelled against Respondent No. 2 in the instant Application as if the same has been traversed in seriatim. Nothing stated herein may be deemed to have been admitted by the Respondent No. 2, unless specifically admitted hereinafter.
6. It is humbly submitted that Respondent No. 2 is compliant with PWM Rules 2016, and prohibits the sale of SUP items on its online marketplace i.e. www.amazon.in (hereinafter referred as “**Website/Platform/E-Commerce Marketplace**”). It is submitted that on Respondent No. 2’s marketplace lakhs of third-party sellers and buyers interact and conduct their transactions and as



such Respondent No. 2 is an 'intermediary' in terms of Section 2(1)(w) of the Information Technology Act, 2000 ("IT Act").

7. It is further stated that the ASSPL's Platform provides users access to a range of approximately 170 million products listed / offered for sale by approximately 3,00,000 registered sellers across a broad range of categories including books, computers and accessories, mobiles and accessories, consumer electronics, toys and games, baby products, health and personal care products, watches, fashion jewellery, home and kitchen products, beauty products, video games, music, luggage and bags, handbags and clutches, sports, fitness and outdoor equipment, shoes, apparels and more.
8. It is humbly submitted that on Respondent No. 2's Platform - multiple independent third-party sellers sell their products for buyers to place orders, which get delivered to the customers directly. It is further submitted that the inventory, internal packaging, as well as sale of the products are done by independent third-party sellers only, and Respondent No. 2 has no control over the same. Thus, it is submitted that the Respondent No. 2 only provides the Platform enabling third party sellers on the marketplace to display and offer their goods for sale to end-customers in India and as such is neither directly nor indirectly involved in manufacture, import, distribution or sale of any of the products listed on its Platform by third-party sellers.

9. It is further submitted that the Respondent No. 2 being a "Marketplace based model" e-commerce platform only acts in capacity of an intermediary between



the buyers and sellers and as such plays no role in the transactions between the consumers and the sellers. It is submitted that the Respondent No. 2 is entitled to the safe harbour protection provided to intermediaries under Section 79 of the IT Act. It is also submitted that role of Respondent No. 2 is limited to providing the third-party sellers an access to its Platform to list their products. It is also submitted that the Respondent No. 2 does not initiate the transmission of the information put on its Platform by the sellers, nor does it select or modify the receiver of the information or the information itself.

10. It is further submitted that the Respondent No. 2 is has also observed due diligence while discharging its duties as it has put in place a control system for identification and suppression of SUP items based on the information provided by the sellers at the time of listing of products. Thus, it is submitted that the Respondent No. 2 fulfils all the requirements of Sub-section 2 of Section 79 of the IT Act to qualify for the exemption from liability as provided under Sub-section 1 of Section 79 of the IT Act. The relevant extract of Section 79 of the IT Act is reproduced hereunder:

**“79. Exemption from liability of intermediary in certain cases—**

*(1) Notwithstanding anything contained in any law for the time being in force but subject to the provisions of sub-sections (2) and (3), an intermediary shall not be liable for any third-party information, data, or communication link made available or hosted by him.*

*(2) The provisions of sub-section (1) shall apply if—*

*(a) the function of the intermediary is limited to providing access to a communication system over which information*



*made available by third parties is transmitted or temporarily stored or hosted; or*

*(b) the intermediary does not—*

*(i) initiate the transmission,*

*(ii) select the receiver of the transmission, and*

*(iii) select or modify the information contained in the transmission;*

*(c) the intermediary observes due diligence while discharging his duties under this Act and also observes such other guidelines as the Central Government may prescribe in this behalf.”*

11. The Respondent No. 2 being an ‘intermediary’ under Section 79(1) of the IT Act has been afforded protection from liability. In this regard, reliance has been placed on the judgement of the Delhi High Court in the case of *My Space vs. Super Cassettes Industries Ltd. (2008) DLT 487*, wherein the court held: -

*“43. ...an intermediary Internet Service Provider because it acts as a conduit/portal for information where users can upload and view content. It acts as a service provider by allowing under to upload, stream, share and view content which it hosts”.*

*“55. Intermediary can seek safe harbour protection if its role is limited to providing “access to a communication system over which information made available by third parties is transmitted or temporarily stored or hosted”.”*

12. It is submitted that the Hon’ble High Court in *Flipkart Internet (P) Ltd. v. State (NCT of Delhi), 2022 SCC OnLine Del 2439* has also held that for the applicability of the safe harbour as provided under Section 79 of the IT Act, the requirement of due diligence must be fulfilled by the Intermediary.



*“24. However, the petitioner claims protection under Section 79 of the IT Act, which is disputed by the respondents. The cited judgments, all relate to civil suits except in Kunal Bahl v. State of Karnataka [Kunal Bahl v. State of Karnataka, 2021 SCC OnLine Kar 15706] , where injunctions were claimed against the intermediaries. While considering the question of issuance of interim injunctions against intermediaries, the courts have discussed at length the availability of “safe harbour” protection provided under Section 79 of the IT Act. The need to discuss those judgments at length here is not felt. The present matter relates to criminal liability. The simple question is whether compliance with the “due diligence” requirement under Rule 3 of the IT Guidelines would render the intermediary eligible for exemption from criminal liability also.*

*25. It is trite that the standard for fixing criminal liability is far higher than that under civil law, one requiring proof “beyond reasonable doubt” and not just a “balance of probabilities”. For instance, to establish criminal liability for negligence, the standard of proof is set much higher than for “civil liability” under the law of Torts for negligence. There is no reason why that higher standard should not be available to courts to determine whether an intermediary would be liable under the criminal law for action or inaction. It would also stand to reason that when the intermediaries have been granted the “safe harbour” qua civil liability, and when a higher standard of culpability is required for a criminal prosecution, such “safe harbour” should be available even in respect of criminal prosecution. Thus, unless an active role is disclosed in the commission of the offences complained of, the intermediary, such as the present petitioner, would be entitled to claim protection under Section 79 of the IT Act. In other words, the question must be answered in the affirmative that when compliance with the “due diligence” requirement under Rule 3 of the IT Guidelines is evident, ex facie, the exclusion of*



*liability under Section 79 of the IT Act would include exclusion from criminal prosecution.*

*26. Admittedly, the petitioner has complied with the Guidelines by putting it on their “Terms of Use” (Annexure P-2) under the title of the “use of the platform” and “selling”, that the users cannot display what belongs to another person and over which they have no right; or which infringes upon or violates any third party's rights, including but not limited to intellectual property rights, rights of privacy or rights of publicity; or promotes an illegal or unauthorised copy of another person's copyrighted work; or infringes any patent, trade mark, copyright, proprietary rights, third-party's trade secrets, rights of publicity or privacy, or is fraudulent or involves the sale of counterfeit or stolen items; or which violates any law for the time being in force. Thus, “due diligence” under Rule 3(2) of the IT Guidelines has been complied with.”*

13. So far the instant case is concerned, it is most humbly submitted that the Respondent No. 2 while exercising due diligence has put in place reasonable controls to identify and suppress SUP products based on the information provided by the sellers at the time of listing their products, and suppress the sale of SUP from Respondent No. 2's Platform. More so, regular audits are carried out to continued identification and suppression of the prohibited SUP listings.

### **OBJECTIONS:**

#### **I. Respondent No. 2 is not engaged in the sale of SUP items:**

14. It is humbly submitted that the Respondent No. 2 merely provides a Platform to the independent sellers to list their products and as such at no point of time



is directly involved in the manufacture, import, distribution or sale of any of the products listed on its Platform. The sellers who list their products on the Respondent No. 2's Platform enter into a Standard Business Solutions Agreement (hereinafter referred to as "BSA"), pursuant to which seller is permitted to list their goods on the marketplace in consideration of fees.

A copy of the BSA is annexed and marked herewith as **ANNEXURE-R2/2**.

15. It is submitted that as per Clause 6 of the BSA, the sellers undertake to comply with all applicable laws in its performance of its obligations under the agreement. The Clause 5 of the BSA is reproduced hereunder:

*"Each party represents and warrants that:*

*c) it will comply with all **applicable laws** (including but not limited to procuring and obtaining applicable tax registrations) in its performance of its obligations and exercise of its rights under this Agreement."*

16. Thus it is submitted that the obligation to comply with the PWM Rules 2016 and the directions issued by the CPCB rested upon the seller and the liability for the non-compliance by any product is upon the seller of such products, as it is the sellers, who owns the goods and independently stores it and offers them for sale on ASSPL's marketplace in their own right.

17. It is further submitted that under Clause 6 of the BSA, independent third party-sellers shall be bound to indemnify the Respondent No.2 against any third-party claim, loss, damage, settlement, cost, taxes, expense or other liability



arising out of or in relation to any non-compliance with applicable laws. The relevant provisions of the BSA are reproduced hereunder:

**“6. Indemnification**

6.1. You release us from, and agree to indemnify, defend and hold harmless us (and our officers, directors, employees, agents and Affiliates) against, any third party claim, loss, damage, settlement, cost, taxes, expense or other liability (including, without limitation, attorneys' fees) (each, a "Claim") arising from or related to: (a) your actual or alleged breach of any representations you have made; (b) any sales channels owned or operated by you, Your Products including the offer, sale, fulfilment (except to the extent attributable to the Fulfilment by Amazon Service, if any), refund, cancellation, adjustments, or return thereof), Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death (to the extent the injury or death is not caused by Amazon) or property damage related thereto; or (c) Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; or **(d) your non-compliance with applicable laws.**

**S-1. Your Product Listings and Orders**

**S-1.1 Products and Product Information.** - You will, in accordance with applicable Program Policies, provide accurate and complete Required Product Information for each product that you make available to be listed for sale through the Amazon Site and promptly update such information as necessary to ensure it at all times remains accurate and complete. **You will also ensure that Your Materials, Your Products (including packaging) and your offer and subsequent sale of any of the same on the Amazon Site comply with all applicable Laws (including all marking and labeling requirements) and do not contain any sexually explicit, defamatory or obscene materials or any unlawful materials.** You may not provide any information for, or otherwise seek to list for sale on the Amazon



*Site, any Excluded Products; or provide any URL Marks for use, or request that any URL Marks be used, on the Amazon Site. For each item you list on the Amazon Site, you will provide to us the state or country from which the item ships.*

***S-1.2 Product Listing; Merchandising; Order Processing.*** *We will list Your Products for sale on the Amazon Site in the applicable product categories which are supported for third party sellers generally on the Amazon Site on the applicable Selling on Amazon Launch Date, and conduct merchandising and promote Your Products in accordance with the Business Solutions Agreement (including via the Amazon Associated Properties or any other functions, features, advertising, or programs on or in connection with the Amazon Site). Amazon reserves its right to restrict at any time in its sole discretion the access to list in any or all categories on the Amazon Site. We may use mechanisms that rate, or allow shoppers to rate, Your Products and/or your performance as a seller on the Amazon Site and Amazon may make these ratings and feedback publicly available. We will provide Order Information to you for each of Your Transactions. Sales Proceeds will be paid to you only in accordance with Section S-5.*

18. It may be clarified here that the creation of product listings is the exclusive responsibility of the sellers. Respondent does not create listings on behalf of sellers. Amazon's role is strictly limited to providing the technological infrastructure which enables a listing, once created by a seller, to become live/active on Respondent No.2's Platform.

19. It is further submitted that the selection of the applicable product category for any product is a determination to be made solely by the seller at the time of listing. Respondent No. 2 neither dictates nor assigns product categories to sellers' listings. In instances where a seller has incorrectly categorized a



product, Respondent No. 2 may, at its discretion and solely in furtherance of enhancing customer experience, extend assistance to the seller in correcting such categorization. Such facilitative support, however, does not absolve the seller of its primary and continuing obligation to ensure accuracy in its listings.

20. It is submitted that the aforementioned terms of the BSA provide that the sellers are required to furnish complete and accurate information about their product and it is upon the seller to make sure that the products sold by them on Amazon's website is complaint with all the applicable laws.

21. It is further submitted that Clause F-16, addition to Clause 5 of the BSA, provides that the sellers shall comply with all applicable marking, labelling and other requirements required by. It is also submitted that the seller and all of its subcontractors, agent and suppliers involved in producing or delivering Units will strictly adhere to all applicable laws. Clause F-16 of the BSA is reproduced hereunder:

*"F. 16. Additional Requirements*

*In addition to your representations and warranties in Section 5 of the Business Solutions Agreement, you represent and warrant to us that: (a) you have valid legal title to all Units and all necessary rights to distribute the Units and to perform under these FBA Service Terms; (b) you will deliver all Units to us in new condition (or in such condition otherwise described by you in the applicable Your Product listing) and in a merchantable condition; (c) all Units and their packaging will comply with all applicable marking, labelling and other requirements required by Law; (d) no Unit is or will be produced or manufactured, in whole or in part, by child labour*



*or by convict or forced labour; (e) you and all of your subcontractors, agents and suppliers involved in producing or delivering Units will strictly adhere to all applicable Laws (including any Law applicable to any territory where Units applicable Law are produced or delivered, regarding the operation of their facilities and their business and labour practices, including working conditions, wages, hours and minimum ages of workers).”*

22. Therefore, it is humbly submitted that by virtue of the aforesaid BSA with the third-party sellers and owing to the very nature of the marketplace model of e-commerce, along with its underlying legal provisions, it is clear that it is the sole responsibility of the independent third-party seller (who is the manufacturer/owner/distributor/seller as the case may be) to ensure that its products listed on ASSPL’s Platform are in compliance with the law of the land.

**II. Respondent No. 2 has taken all reasonable steps to identify and suppress SUP products based on information provided by the sellers at the time of listing their products.**

23. It is submitted that the Respondent No. 2 has been taking all the reasonable steps to prohibit the sale of SUP items and has put in place a system for reasonable control to identify and suppress SUP products on its Platform based on the information provided by the sellers at the time of listing their products. It is also submitted that the system is highly effective and works on the basis of positive indicators being present in the product description.



24. However, it is submitted that in the website audit conducted from July 18-22 2025 by the Respondent No. 2's, it identified and suppressed 65 products that were non-complaint against single-use plastics rule. As a result of such audit, it was found that such products surpassed the control system due to lack of direct positive indicators in the product description or the error in categorization of the product at the ends of the seller. As a corrective measure, Respondent No. 2 had refined its rule to enhance our indirect keyword coverage and improve detection capabilities.

A list of the false negative products that were suppressed by Respondent No. 2 between July 18-22 2025 is annexed and marked herewith as **ANNEXURE R2/3**.

**III. Respondent No. 2 being a Marketplace based model is not liable for the alleged violations of the PWM Rules, 2016.**

25. That without any prejudice to the aforesaid, it is most humbly submitted that ASSPL is an E-Commerce platform based on a Marketplace Model which means that the E-Commerce Marketplace is a neutral marketplace and does not own or manufacture any of the products sold on its platform, therefore, no liability can be casted on ASSPL for the goods sold on the E-Commerce Marketplace. In fact, the Department of Industrial Policy and Promotion a vide “**Consolidated FDI Policy Circular of 2020**” signed on 15.10.2020 (“**the Consolidated FDI Policy**”) provided a clear distinction between a



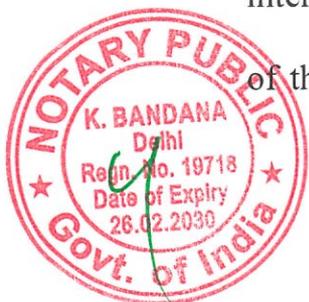
“Marketplace based E-Commerce Model” and “an Inventory based E-Commerce Model”, stating that an Inventory based model of E-Commerce is an entity that owns an inventory of goods and services and sells them directly to the consumers, whereas a Marketplace based model of E-Commerce provides a platform to act as a facilitator between a purchaser and a seller.

A copy of the Consolidated FDI Policy Circular of 2020 is annexed and marked herewith as ANNEXURE-R2/4.

26. It is submitted that the High Court of Karnataka in *Shri Kunal Bahl and Others vs. State of Karnataka* 2021 SCC OnLine Kar 15706, dealt with the issue of ‘intermediary’ liability and has recognized and held that:

*“...12.8 It cannot be expected that the provider or enabler of the online marketplace is aware of all the products sold on its Website. It is only required that such a provider or enabler put in place a robust system to inform all sellers on its platform of their responsibilities and obligations under applicable laws in order to discharge its role and obligations as an intermediary. If the same is violated by the Seller of goods or service such seller can be proceeded with but not the intermediary...”*

27. It is also submitted that Respondent No. 2 was acting as a third-party facilitator for transactions between buyers and sellers, and would be considered as an intermediary as per the definition of ‘intermediary’ mentioned in Section 2(w) of the IT Act. Thus, it is submitted that the Respondent No. 2 by putting in



place the control system for identification and suppressing banned products duly discharged its due obligation. Further there has been no instance of inaction on part of Respondent No. 2 in light of any information received relating to the sale of such prohibited products

### PARA-WISE REPLY

28. The contents of all the Paras of the Application, except for the ones which have been accepted herein, are denied. It is stated that the Respondent No. 2 has no role to play in the transactions between the sellers and its customers. It is submitted that as per the terms of the BSA, it is the duty of the seller to ensure the compliance of all the products sold on the Respondent No. 2's with the applicable local laws. It is further submitted that the Respondent No. 2 merely provides a platform to the seller for listing their products and thus acts in the capacity of an Intermediary. It is also submitted that the Respondent No. 2 is a "marketplace-based E-commerce model platform" and so the liability of the products being sold on its platform to comply with all the applicable laws lie upon the seller of such products.

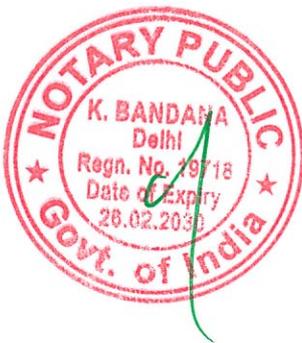
29. It is submitted that Respondent No. 2 has taken all reasonable steps to identify and suppress the sale of SUP items, thereby fulfilling its due diligence obligations arising out of its role as an intermediary. This fulfilment of due diligence obligations by Respondent No. 2 entitles it to the protection provided to intermediaries under Section 79 of the IT Act. It is also submitted that the terms of the BSA entered into between the Respondent No. 2 and the sellers



clearly lay out that the liability for the compliance of the products being sold on the Respondent No. 2's website, with the applicable laws shall lie upon the seller. Thus, it is submitted that Respondent No. 2's liability is further precluded in light of the terms of the BSA entered into between the Respondent No. 2 and the sellers listing their product on its Platform. In light of the aforementioned facts, it is submitted that there is no cause of action made out against the Respondent No. 2 in the instant application and the same is liable to be dismissed.

  
**Authorized Signatory**

**Amazon Seller Services Private Ltd/Respondent No. 2**





CIN: U51900KA2010PTC053234

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF AMAZON SELLER SERVICES PRIVATE LIMITED IN ITS 75<sup>TH</sup> MEETING HELD ON TUESDAY, FEBRUARY 21, 2023 AT 03:00 P.M. AT 8<sup>TH</sup> FLOOR, WORLD TRADE CENTRE, BRIGADE GATEWAY 26/1 DR. RAJKUMAR ROAD, MALLESHWARAM (W), BANGALORE - 560055, KARNATAKA.**

**AMENDING THE AUTHORIZATION FOR UNDERTAKING ALL NECESSARY ACTIONS IN RELATION TO INSTITUTING AND DEFENDING LEGAL PROCEEDINGS FOR & ON BEHALF OF THE COMPANY:**

“**RESOLVED THAT** in supersession of the Resolution No. 22 passed by the Board of Directors in its meeting held on July 13, 2022, and sub-delegation letters as may be issued in this regard, the consent of the Board of Directors be and is hereby accorded to authorize jointly and/or severally, the following officials of the Company for undertaking all the necessary actions in relation to instituting and defending legal proceedings for and on behalf of the Company for the following purposes:

<b>Sl. No.</b>	<b>Names of Authorised Official</b>	<b>Authorization</b>
1.	Rakesh Mohan Bakshi	<p>a) To attend, appear, participate, depose, authorize, represent and take decision for instituting and defending legal proceedings and to institute and defend legal proceedings – civil, criminal or revenue and confess judgment or withdraw, compromise, compound or refer any matter or dispute to arbitration;</p> <p>b) To attend, appear, participate, depose, authorize and represent the company in all departmental enquires in all central, state and local government departments under all applicable central and local laws and sign, verify and file all documentation in such departments as may be required for and on behalf of the Company;</p> <p>c) To sign, verify and file in all or any Courts and offices in India and outside, in all or any cases, whether original or appellate revision or review, papers, documents, undertakings, writings, affidavits, complaints, written statements, affidavits, applications, review or revision petitions and memoranda or appeals or cross objections or any other similar documents for filing or defending any litigation against the Company;</p> <p>d) To engage, appoint, retain and discharge solicitors, pleaders, advocates, counsels</p>



		<p>and other legal practitioners;</p> <p>e) To sign or execute Vakalatnama, papers and documents as may be necessary to be signed and also verify the same whenever required; and</p> <p>f) To further delegate the above mentioned powers mentioned in point (a) to (e) for the proper conduct of the business of the Company by way of issuing Authority Letter or executing power of attorney in their favour.</p>
2.	Richa Bakshi	<p>a) To attend, appear, participate, depose, authorize, represent and take decision for instituting and defending legal proceedings and to institute and defend legal proceedings – civil, criminal or revenue and confess judgment or withdraw, compromise, compound or refer any matter or dispute to arbitration;</p> <p>b) To attend, appear, participate, depose, authorize and represent the company in all departmental enquires in all central, state and local government departments under all applicable central and local laws and sign, verify and file all documentation in such departments as may be required for and on behalf of the Company;</p> <p>c) To sign, verify and file in all or any Courts and offices in India and outside, in all or any cases, whether original or appellate revision or review, papers, documents, undertakings, writings, affidavits, complaints, written statements, affidavits, applications, review, or revision petitions and memoranda or appeals or cross objections or any other similar documents for filing or defending any litigation against the Company; and</p> <p>d) To sign or execute Vakalatnama, papers and documents as may be necessary to be signed and also verify the same whenever</p>
3.	<b>Abhik Guha Roy</b>	
4.	<b>Reuben Cheriyan</b>	
5.	<b>Amit Grover</b>	
6.	<b>Rahul Narayanan</b>	
7.	<b>Sheetal Kapur</b>	



**Seller Services  
Private Limited**

CIN: U51900KA2010PTC053234

		required.
8.	<b>Shravani Sekhar</b>	<p>a) To attend, appear, participate, depose, authorize, represent and take decision, including for instituting, withdrawing, legal proceedings or withdraw, compromise, or take any other decision in relation to matters arising under the Competition Act, 2002, as may be amended from time to time; and</p> <p>b) To sign, verify and file all documentation, whether before courts, or other authorities in India including vakalatnamas, plaints, appeals, written statements, applications, undertakings, affidavits as may be required for and on behalf of the Company, in relation to any and all proceedings, or enquiries under the Competition Act, 2002, as may be amended from time to time.</p>

**RESOLVED FURTHER THAT** the Directors and Company Secretary of the Company be and are hereby severally authorised to do all such acts, deeds and things as may be necessary to give effect to the aforesaid resolution.”

**For Amazon Seller Services Private Limited**

NOORULAMIN  
MOHD SAHEB  
PATEL

Digitally signed by NOORULAMIN  
MOHD SAHEB PATEL  
Date: 2023.03.01 17:48:23 +05'30'

**Noorulamin Mohd Saheb Patel**

**Whole-Time Director**

DIN: 07532583

Address: Flat No 302 Skyline Elysee No 24

Viviani Road Richards Town,

Bengaluru – 560005, Karnataka, India

Search

EN

Help

Add Products

Edit

Search help articles



All articles

Recently viewed

FEEDBACK

- ▶ [Used Program](#)
- ▶ [Amazon Renewed Program](#)
- ▶ [Amazon Brand Registry](#)
- [Get Support](#)

[Seller Central Help](#) > [Policies, agreements, and guidelines](#) >  
[Amazon Services Business Solutions Agreement](#)

# Amazon Services Business Solutions Agreement

Last updated: July 2024

## General Terms

Welcome to **Amazon Services Business Solutions**, a suite of optional merchant services including [Selling on Amazon](#), [Fulfillment by Amazon](#) and [Amazon Advertising](#).

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES THROUGH A PARTICULAR ACCOUNT OR ACCOUNTS AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT ("YOU") AND AMAZON SELLER SERVICES PRIVATE LIMITED. BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAM POLICIES FOR EACH SERVICE YOU REGISTER FOR OR USE IN CONNECTION WITH THE AMAZON SITE.

As used in this Agreement, "we," "us," and "Amazon" means the Amazon company named in the applicable Service Terms. Capitalized terms have the

FEEDBACK

meanings listed in the [Definitions](#) below. If there is any conflict between these General Terms and the applicable Service Terms and Program Policies, the General Terms will govern and the applicable Service Terms will prevail over the Program Policies.

## 1. Enrolment

To begin the enrolment process, you must complete the registration process for one or more of the Services. Use of the Services is limited to parties that can lawfully enter into and form contracts under **applicable Law**. As part of the application, you must provide us with your (or your business') legal name, address, phone number, e-mail address, applicable tax registration details as well as any other information we may request. Any personal data you provide to us will be handled in accordance with [Amazon's Privacy Notice](#).

## 2. Service Fee Payments

Fee details are described fully in the applicable Service Terms and Program Policies. You are responsible for all of your expenses in connection with this Agreement, unless this Agreement or the applicable Service Terms provide otherwise. For the Amazon Site that you register for or use a Service in connection with, we may require you to submit valid credit card information from a credit card acceptable by Amazon (with respect to such Amazon Site, "**Your Credit Card**") as well as valid bank account information for a bank account in your name that is with a bank located within India and enabled for Your Account (which functionality may be modified or discontinued by us at any time without notice) (with respect to the Amazon Site, "**Your Bank Account**"). You will use only a name you are authorized to use in connection with the Service and will update such information as necessary to ensure that it at all times remains accurate and complete. You authorize us to verify your information (including any updated information), to obtain credit reports about you from time to time, to obtain credit authorizations from the issuer of Your Credit Card, and to charge Your Credit Card or debit Your Bank Account for any sums payable by you to us (in reimbursement or otherwise). At Amazon's option, all payments to you will be made to Your Bank Account, via cheque or electronic transfers or other means as specified by us. You agree that Amazon shall not be liable for any failure to make payments to you on account of incomplete or inaccurate information provided by you with respect to Your Bank Account.

In addition to charging payable sums to Your Credit Card, we may instead use to either (a) offset any amounts that are payable by you to us (in

reimbursement or otherwise) against any payments we may make to you, or (b) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency. If we discover erroneous or duplicate transactions, then we reserve the right to seek reimbursement from you by deducting from future payments owed to you, charging Your Credit Card, or seeking such reimbursement from you by any other lawful means; provided that the foregoing will not limit your rights to pursue any good faith dispute with Amazon concerning whether any amounts are payable or due.

If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms, this Agreement, or Program Policies, or other risks to Amazon or third parties, then we may in our sole discretion withhold any payments that may be otherwise due to you until the aforementioned concerns with your actions or performance are resolved.

If we determine that your account (or any other account you have operated) has been used to engage in deceptive, fraudulent, or illegal activity (including the sale of counterfeit goods), or to repeatedly violate our Program Policies, then we may in our sole discretion permanently withhold any payments due to you. You agree that we are entitled to the interest, if any, paid on balances maintained as deposits in our bank accounts.

### 3. Term and Termination

The term of this Agreement will start on the date of your completed registration for use of one or more of the Services and continue until terminated by us or you as provided below. You may at any time terminate your use of any Service immediately on notice to us via Seller Central, email, the Contact Us Form, or similar means. We may terminate your use of any Services or terminate this Agreement for convenience with 30 days' advance notice. We may suspend or terminate your use of any Services immediately if we determine that (a) you have materially breached the Agreement and failed to cure within 7 days of a cure notice unless your breach exposes us to liability towards a third party, in which case we are entitled to reduce, or waive, the aforementioned cure period at our reasonable discretion; (b) your account has been, or our controls identify that it may be used for deceptive or fraudulent or illegal activity; or (c) your use of the Services has harmed or our controls identify that it might harm other sellers, customers, or Amazon's legitimate interests; or (d) your [Account Health Rating](#) falls below

FEEDBACK

our published threshold(s) for deactivation. We will promptly notify you of any such termination or suspension via email or similar means including Seller Central, indicating the reason and any options to appeal, except where we have reason to believe that providing this information will hinder the investigation or prevention of deceptive, fraudulent, or illegal activity, or will enable you to circumvent our safeguards. On termination of this Agreement, all related rights and obligations under this Agreement immediately terminate, except that (e) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination, and (f) Sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 14, 15 and 17 of these General Terms survive.

#### 4. Licence

You grant us a royalty-free, non-exclusive, worldwide right and licence for the duration of your original and derivative intellectual property rights during the Term and for as long thereafter as you are permitted to grant the said licence under **applicable Law** to use any and all of Your Materials for the Services or other Amazon product or service, and to sublicense the foregoing rights to our Affiliates and operators of Amazon Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Materials (provided you are unable to do so using the standard functionality made available to you via the applicable Amazon Site or Services); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a licence from you or your Affiliates under **applicable Law** (e.g., fair use under copyright law, referential use under trademark law, or valid licence from a third party).

#### 5. Representations

Each Party represents and warrants that: (a) if it is a business, it is duly organized, validly existing and in good standing under the Laws of the territory in which your business is registered and are a resident of India for income tax purposes every financial year; (b) it has all requisite right, power and authority to enter into this Agreement and perform its obligations and grant the rights, licences and authorizations it grants hereunder; (c) it will comply with all **applicable Laws** (including but not limited to procuring and maintaining applicable tax registrations) in its performance of its

obligations and exercise of its rights under this Agreement; and (d) each party is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

## 6. Indemnification

6.1 You release us from, and agree to indemnify, defend and hold harmless us (and our officers, directors, employees, agents and Affiliates) against, any third party claim, loss, damage, settlement, cost, taxes, expense or other liability (including, without limitation, attorneys' fees) (each, a "**Claim**") arising from or related to: (a) your actual or alleged breach of any representations you have made; (b) any sales channels owned or operated by you, Your Products including the offer, sale, fulfilment (except to the extent attributable to the Fulfilment by Amazon Service, if any), refund, cancellation, adjustments, or return thereof), Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death (to the extent the injury or death is not caused by Amazon) or property damage related thereto; or (c) Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; or (d) your non-compliance with **applicable laws**.

6.2 Amazon's indemnification obligations. Amazon will defend, indemnify, and hold harmless you and your officers, directors, employees and agents against any third-party Claim arising from or related to: (a) Amazon's non-compliance with **applicable laws**; or (b) allegations that the operation of an Amazon Site infringes or misappropriates that third party's intellectual property rights.

6.3 Process. If any indemnified Claim might adversely affect us, we may, to the extent permitted by **applicable law**, voluntarily intervene in the proceedings at our expense. No party may consent to the entry of any judgment or enter into any settlement of an indemnified Claim without the prior written consent of the other party, which may not be unreasonably withheld; except that a party may settle any claim that is exclusively directed at and exclusively affects that party.

a. THE AMAZON SITE AND THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION AVAILABLE OR PROVIDED IN CONNECTION WITH THE SERVICES, ARE PROVIDED "AS-IS." AS A USER OF THE SERVICES, YOU ACCESS THE AMAZON SITE, THE SERVICES AND ANY ONLINE PORTAL OR TOOL PROVIDED BY AMAZON TO HELP YOU AVAIL THE SERVICES AT YOUR OWN RISK. EXCEPT AS SET FORTH IN SECTION 5 ABOVE, WE AND OUR AFFILIATES WAIVE AND DISCLAIM: (1) ANY REPRESENTATIONS, WARRANTIES, DECLARATIONS OR GUARANTEES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES, DECLARATIONS OR GUARANTEES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (2) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; AND (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE AMAZON SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF ANY TRANSACTIONS. SOME JURISDICTIONS' LAWS DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY. IN WHICH CASE THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU, AND WE AND OUR AFFILIATES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED UNDER **APPLICABLE LAW** ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT OR QUIET ENJOYMENT.

b. BECAUSE AMAZON IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH OF YOU RELEASE AMAZON (AND ITS AGENTS, AFFILIATES AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

## 8. Limitation of Liability

WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, DELICT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, ANY TYPE OF CIVIL RESPONSIBILITY OR OTHER THEORY) OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES. FURTHER, EXCEPT IN CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX MONTH PERIOD PAID BY YOU TO AMAZON IN CONNECTION WITH THE PARTICULAR SERVICE AND THE AMAZON SITE GIVING RISE TO THE CLAIM.

## 9. Insurance

If the Sales Proceeds from Your Transactions through the Fulfilment by Amazon Service in connection with the Amazon Site exceed the Insurance Threshold during each month over any period of three (3) consecutive months, or otherwise if requested by us, then within thirty (30) calendar days thereafter, you will maintain at your expense throughout the remainder of the Term public third party liability insurance in connection with the Amazon Site with at least the Insurance Limits per occurrence/aggregate covering liabilities caused by or occurring in conjunction with the operation of your business in connection with the Amazon Site, including products liability and bodily injury, naming Amazon and its assignees as additional insureds. At our request, you will provide to us certificates of insurance for the **coverage** to the following address: *Amazon Seller Services Limited, 8th Floor, Brigade World Trade Center, 26/1 Dr. Raj Kumar Road, Malleswaram, Bangalore 560055*; and with a copy to: c/o Amazon, P.O. Box 81226, Seattle, WA 98108-1226, Attention: Risk Management.

## 10. Tax Matters

Your use of Services is subject to Amazon's [Tax Policies](#). You will comply with any applicable tax laws and fulfill all obligations to the tax authorities in a timely and complete manner.

As between the parties, you will be responsible for the collection and  
FEEDBACK      ment of any and all of Your Taxes together with the filing of all relevant

returns, such as service tax, VAT / CST, goods and services tax, cesses or other transaction taxes, and issuing valid invoices/ credit notes/ debit notes where required. Amazon is not responsible for collecting, remitting or reporting any service tax, VAT / CST, goods and services tax or other taxes arising from such sale. You are solely responsible for preparing, making and filing any tax audit report and statutory reports and other filings and responding to any tax or financial audits.

Unless stated otherwise, any and all fees payable by you pursuant to this Agreement are exclusive of all value added, service, sales, use, goods and services tax and other similar taxes, and you will pay any taxes that are imposed and payable on such amounts. If we are required by law or by administration thereof to collect any value added, service, sales, use, goods and services tax or similar taxes from you, you will pay such taxes to us. You will provide all necessary information including goods and services tax registered address, registration numbers, invoice mismatch details in a timely manner, to enable us to provide, report or correct goods and services tax invoices. Based on information provided, Amazon will deduce the location of recipient, the billing details, place of supply and applicable taxes.

If for any reason, any income tax or withholding tax or tax collection at source or such other taxes under **applicable Law** are determined to be deducted and deposited on any payments or remittances to you, Amazon will have the right to deduct and deposit any such applicable taxes with the appropriate regulatory authority. No claim in respect of the taxes deposited would be made by you against Amazon.

It is your responsibility as a seller on the Amazon Site to choose the most applicable product tax codes and assign Harmonized System of Nomenclature / Service accounting Code applicable for your listing, such that the correct tax rate is applied on all listings offered for sale by you. If we determine that you are not in compliance with this section, then we may suspend the services provided to you on the Amazon Site.

For reporting transactions undertaken by you on the Amazon Site, you should consider the Merchant Tax Report (MTR) made available to you on Seller Central.

In case of any discrepancy in the reporting / returns filed by you and Amazon, you agree that you will resolve such discrepancy immediately and indemnify Amazon against any tax, interest and penalty payable in this

## 11. Confidentiality and Personal Data

During the course of your use of the Services, you may receive Confidential Information. You agree that for the term of the Agreement and 8 years after termination: (a) all Confidential Information will remain Amazon's exclusive property except for customer personal data owned by the respective customer; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Services and ensure that persons who have access to Confidential Information will be made aware of and will comply with the obligations in this provision; and (c) you will not, and will cause your affiliates not to, directly or indirectly (including through a third party) otherwise disclose Confidential Information to any individual, company, or other third party, including any Affiliates, except as required to comply with law; (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement; and (e) you will retain Confidential Information only for so long as its use is necessary for participation in the Services or to fulfill your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfilment of statutory obligations. The foregoing sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks or logo in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way. You may only use the Amazon Mark as defined in and according to the Trademark Usage Guidelines available in Seller Central; you may not use our name, trademarks, or logos in any way (including in promotional material) not covered by the Trademark Usage Guidelines without our advance written permission.

You may not use any customer personal data (including contact information) for any purpose other than fulfilling orders or providing customer service in connection with a Service. Generally, you may not use such data in any way inconsistent with **applicable law**. You must keep customer personal data confidential at all time (the above 8 years' term limit does not apply to customer personal data).

## 12. Force Majeure

we will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

### **13. Relationship of Parties**

You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, association of persons, agency, franchise, sales representative, or employment relationship between the parties. Amazon is not an auctioneer, neither is it an intermediary between the customer and the seller. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section. This Agreement will not create an exclusive relationship between you and us.

### **14. Suggestions and Other Information**

If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to the Amazon Site or Services (including any related Technology), you will, to the extent necessary and authorized by law, irrevocably grant to us, a royalty-free and worldwide license on all right, title, and interest in and to the suggestions for the duration of protection of the underlying rights. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history and posted content.

### **15. Modification**

We will provide at least 15 days' advance notice in accordance with Section 17 for changes to the Agreement.

However, we may change or modify the Agreement at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Services (where this does not materially adversely affect your use of the Services); or (c) to restrict products or activities that we deem unsafe, inappropriate, or offensive. We will notify you about any change or

lification in accordance with Section 17.

your continued use of the Services after the effective date of any change to this Agreement in accordance with this Section 15 will constitute your acceptance of that change. If any change is unacceptable to you, you agree not to use the Services and to end the Agreement as described in Section 3.

## 16. Password Security

Any password we provide to you may be used only during the Term to access Your Account or Seller Central, respectively, (or other tools we provide) to use the Service, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use Your Account in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

## 17. Miscellaneous

This Agreement and your use of the Services will be governed by the laws of India, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. Any dispute or claim of any nature relating in any way to your use of any Services covered under this Agreement will be adjudicated through arbitration, by a sole arbitrator to be mutually appointed by both the parties. The arbitral proceedings shall be conducted in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996 or such statutory amendments thereof ("**Arbitration Act**"). The arbitration proceedings will be conducted in English and the seat of the arbitral proceedings shall be Delhi, India. Each party agrees that courts in Delhi will have the sole and exclusive jurisdiction over all arbitral applications.

You may not transfer or assign all or any portion of this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt to assign or otherwise transfer in violation of this section is void provided, however, that upon notice to Amazon, you may assign or transfer this Agreement, in whole or in part, to any of your Affiliates as long as you remain liable for your obligations that arose prior to the effective date of the assignment or transfer under this Agreement. You agree that we may assign or transfer our rights and obligations under this Agreement: (a) in connection with a merger, consolidation, acquisition or sale of all or substantially all of our assets or similar transaction; or (b) to any Affiliate or art of a corporate reorganization; and effective upon such assignment,

the assignee is deemed substituted for Amazon as the party to this Agreement. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently.

Amazon retains the right to immediately halt any transaction, prevent or restrict access to the Services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by the applicable Program Policies.

The authentic language of this Agreement and subsidiary or associated documentation shall be English and any translations provided are for convenience only. In the event of any conflict or difference in interpretation between the English language version of this Agreement and subsidiary or associated documentation and any translation of them, the English language version and interpretation shall prevail.

You agree that we may, in our sole discretion, disclose or make available any information provided or submitted by you or related to your participation under this Agreement (including information regarding Your Products or Your Transactions) to any judicial, quasi-judicial, governmental, regulatory or any other authority as may be required by us to co-operate and / or comply with any of their orders, instructions or directions or to fulfil any requirements under **applicable Laws**.

Amazon will provide notice to you under this Agreement by posting changes on Seller Central or on the applicable Amazon Services site to which the changes relate (such as the Marketplace Developer site accessible through your account), by sending you an email notification, or by similar means. You must send all notices and other communications relating to Amazon to our Selling Partner Support team via Seller Central, email, the Contact Us form, or similar means. We may also communicate with you in connection with your listings, sales, and the Services electronically and in other media, and you consent to such communications. For contractual purposes, you consent to receive such communications through any mode including SMS, e-mail, phone calls etc. If at any time, now or in the future, you decide to change your preferences, visit the Seller Central Notification preferences page via <https://sellercentral.amazon.in> and follow the steps.

you may change your e-mail addresses or phone numbers via Your Account. Please update these details (including your legal name and address) as often as necessary to ensure that they are accurate.

Please continue to use Seller Central as the primary means of managing your orders and seller account. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter described herein and supersedes any previous or contemporaneous oral or written agreements and understandings.

### Definitions

As used in this Agreement, the following terms have the following meanings:

**"Affiliate"** means with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with, such entity, except with respect to Amazon, "Affiliate" means solely its Affiliates domiciled in India.

**"Amazon Associated Properties"** means any website or other online point of presence, other than the Amazon Site, through which any Amazon Site or products or services available thereon are syndicated, offered, merchandised, advertised or described.

**"Amazon Site"** means [www.amazon.in](http://www.amazon.in).

**"Business Days"** means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in New Delhi, India; Seattle, Washington, United States of America; Luxembourg; and the Republic of Singapore.

**"Confidential Information"** means information relating to us, to the Services or Amazon customers that is not known to the general public including, but not limited to, any information identifying or unique to specific customers; reports, insights, and other information about the Services, data derived from the Services except for data (other than customer personal data) arising from the sale of your products comprising products sold, prices, sales, volumes and time of the transaction; and

technical or operational specifications relating to the Services. For the purposes of this Agreement, customer personal data constitutes Confidential Information at all times.

**"Content"** means copyrightable works and other content protected under applicable Laws.

**"Excluded Products"** means any products or other items set forth in the excluded products list for the Amazon Site or any other Amazon Program Policy that applies to your use of a Service, and any other products or other items that in Amazon's sole discretion are not supported for a Service.

**"Insurance Limits"** means INR 5,00,00,000

**"Insurance Threshold"** means INR 5,00,000

**"Intellectual Property Rights"** means any patent, copyright, Trademark, moral right, trade secret right or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

**"Law(s)"** means any law, ordinance, rule, regulation, order, licence, permit, judgment, decision or other requirement, now or hereafter in effect, of any governmental authority of competent jurisdiction.

**"Local Currency"** means Indian Rupees (INR).

**"Order Information"** means, with respect to any of Your Products sold through the Amazon Site, the order information and shipping information that we provide or make available to you.

**"Person"** means any individual, company, corporation, partnership, limited liability partnership, governmental authority, association, joint venture, division or other cognizable entity, whether or not having distinct legal existence.

**"Program Policies"** means, all policies and program terms provided on the ['Policies and Agreements'](#) page.

**"Purchase Price"** means the total gross amount payable or paid by a customer for Your Product (including taxes and customs duties).

**"Sales Proceeds"** means the gross sales proceeds paid by customers in the course of any of Your Transactions, including the Purchase Price, all shipping and handling, gift wrap and other charges, any taxes and customs duties.

**"Seller Central"** means the online portal and tools made available by Amazon to you, for your use in manag

ing your orders, inventory and presence on the Amazon Site.

**"Service"** means each of the following services that Amazon makes available on or in connection with the Amazon Site: the Selling on Amazon Service, Fulfilment by Amazon Service and Amazon Advertising.

**"Service Terms"** means the service terms specific to each Service set forth herein and made a part of this Agreement upon the date you elect to register for the applicable Service.

**"Technology"** means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology or other functional item.

**"Trademark"** means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia or other source or business identifier, protected or protectable under applicable Laws.

**"Your Account"** means the particular account in our systems, in which information about Your Transactions is recorded, and which is one of the online portals and tools which Amazon may make available to you, for your use in managing your orders, inventory and presence on the Amazon Site.

**"Your Materials"** means all Technology, Your Trademarks, Content, Required Product Information, data, materials, and other items provided or made available by you or your Affiliates to Amazon or its Affiliates.

**"Your Product"** means any product that is made available for listing for sale, offered for sale or sold by you through the Selling on Amazon Service and/or fulfilled or otherwise processed through the Fulfilment by Amazon

service in connection with Your Account, or made available for advertising by you through Amazon Advertising.

**"Your Sales Channels"** means all sales channels and other means through which you or any of your Affiliates offer or sell products, other than physical stores.

**"Your Taxes"** means any and all value added, service, sales, use, excise, import, export, goods and services tax and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products by you on or through or in connection with the Services, or otherwise in connection with any action, inaction or omission of you or your Affiliates or your or their respective employees, agents, contractors or representatives. Also, as it is used in the Fulfilment by Amazon Service Terms, this defined term also means any of the types of taxes mentioned above that are imposed on or collectible by Amazon or any of its Affiliates in connection with or as a result of: (a) the storage of inventory, packaging, Your Products and other materials owned by you and stored by Amazon; or (b) the fulfilment, shipping, gift wrapping or other actions by Amazon to Your Products pursuant to the Fulfilment by Amazon Service Terms.

**"Your Trademarks"** means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

**"Your Transaction"** means any sale of Your Product(s) through the Amazon Site.

### **Selling on Amazon Service Terms**

The Selling on Amazon Service ("**Selling on Amazon**") is a Service that allows you to list products for sale directly via the Amazon Site. Selling on Amazon is operated by Amazon Seller Services Private Limited. These Selling on Amazon Service Terms are part of the Amazon Services Business Solutions Agreement ("**Business Solutions Agreement**"), but, unless specifically provided otherwise, concern and apply only to your participation in Selling on Amazon. BY REGISTERING FOR OR USING SELLING ON AMAZON, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE **BUSINESS SOLUTIONS AGREEMENT** AND THESE SELLING ON AMAZON SERVICE TERMS. Unless

FEEDBACK ned in these Selling on Amazon Service Terms (including the **Selling on**

**Amazon Definitions**), all capitalized terms have the meanings given them in the Business Solutions Agreement.

## **S-1. Your Product Listings and Orders**

**S-1.1 Products and Product Information.** You will, in accordance with applicable Program Policies, provide accurate and complete Required Product Information for each product that you make available to be listed for sale through the Amazon Site and promptly update such information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Products (including packaging) and your offer and subsequent sale of any of the same on the Amazon Site comply with all **applicable Laws** (including all marking and labeling requirements) and do not contain any sexually explicit, defamatory or obscene materials or any unlawful materials. You may not provide any information for, or otherwise seek to list for sale on the Amazon Site, any Excluded Products; or provide any URL Marks for use, or request that any URL Marks be used, on the Amazon Site. For each item you list on the Amazon Site, you will provide to us the state or country from which the item ships.

**S-1.2 Product Listing; Merchandising; Order Processing.** We will list Your Products for sale on the Amazon Site in the applicable product categories which are supported for third party sellers generally on the Amazon Site on the applicable Selling on Amazon Launch Date, and conduct merchandising and promote Your Products in accordance with the Business Solutions Agreement (including via the Amazon Associated Properties or any other functions, features, advertising, or programs on or in connection with the Amazon Site). Amazon reserves its right to restrict at any time in its sole discretion the access to list in any or all categories on the Amazon Site. We may use mechanisms that rate, or allow shoppers to rate, Your Products and/or your performance as a seller on the Amazon Site and Amazon may make these ratings and feedback publicly available. We will provide Order Information to you for each of Your Transactions. Sales Proceeds will be paid to you only in accordance with Section S-5.

**S-1.3 Shipping and Handling Charges.** For Seller-Fulfilled Products, you will determine shipping and handling charges via and subject to our standard functionality and categorizations for the Amazon Site and further subject to any shipping and handling charge Program Policies for the Amazon Site. Any such amounts, paid by the customer towards shipping and handling charges, shall be your proceeds, subject to deduction of applicable charges as may be determined by us and you are solely

responsible for reporting and remitting any applicable taxes on the shipping and handling charges. For Amazon-Fulfilled Products, Amazon will determine what the shipping fees will be and will display and collect them accordingly in accordance with the Fulfilment by Amazon Service Terms.

**S-1.4 Credit Card Fraud.** We will bear the risk of credit card fraud (i.e. a fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Your Transactions, and you will bear all other risk of fraud or loss; provided, that we will not bear the risk of credit card fraud in connection with any Seller-Fulfilled Product that is not fulfilled strictly in accordance with the Order Information and Shipment Information.

## **S-2. Sale and Fulfilment, Refunds and Returns**

**S-2.1 Sale and Fulfilment.** Other than as described in the Fulfilment by Amazon Service Terms (if applicable to you), or as provided in any applicable Service Terms or Program Policies, for the Amazon Site for which you decide to register or use the Selling on Amazon Service, you will: (a) source, sell, fulfil, ship and deliver your Seller-Fulfilled Products, and source and sell your Amazon-Fulfilled Products, in each case in accordance with the terms of the applicable Order Information, these Service Terms and the Agreement, and all terms provided by you and displayed on the Amazon Site at the time of the order and be solely responsible for and bear all risk for such activities; (b) package each of Your Products in a commercially reasonable manner and ship each of Your Products on or before its Estimated Ship Date; (c) retrieve Order Information at least once each Business Day; (d) not cancel any of Your Transactions except as may be permitted pursuant to your terms and conditions appearing on the Amazon Site at the time of the applicable order (which terms and conditions will be in accordance with this Agreement) or as may be required under this Agreement; (e) ship Your Products throughout India (except to the extent prohibited by **applicable Law** or this Agreement); (f) provide to Amazon information regarding shipment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and we may make any of this information publicly available; (g) comply with all Street Date instructions; (h) notwithstanding any other provision of these Service Terms, ensure that you are the seller of all products made available for listing for sale hereunder; (i) include an order-specific packing slip within each shipment of Your Products; (j) identify yourself as the seller of the product on all packing slips or other information included with Your Products and as the Person to which a customer may return the applicable product; and (k) not send customers

emails confirming orders or shipments of Your Products (except that to the extent we have not yet enabled functionality for Your Account that allows payment to be processed on the basis of when shipment occurs, then you will send customers emails confirming shipment of Your Products in a format and manner reasonably acceptable to us). For Amazon-Fulfilled Products, if any, the Fulfilment by Amazon Service Terms will apply to the storage, fulfilment and delivery of such Amazon-Fulfilled Products.

**S-2.2 Returns and Refunds.** For all of Your Products that are not fulfilled using Fulfilment by Amazon, you will accept and process returns, refunds and adjustments in accordance with these Service Terms and the Amazon Refund Policies published at the time of the applicable order, and we may inform customers that these policies apply to Your Products. You will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to customers in connection with Your Transactions, using a functionality we enable for Your Account. This functionality may be modified or discontinued by us at any time without notice and is subject to the Program Policies and the terms of this Business Solutions Agreement. You will route all such payments through Amazon. We will provide any such payments to the customer (which may be in the same payment form originally used to purchase Your Product), and you will reimburse us for all amounts so paid. For all of Your Products that are fulfilled using Fulfilment by Amazon, the Amazon Refund Policies published at the time of the applicable order will apply and you will comply with them. You will promptly provide refunds and adjustments that you are obligated to provide under the applicable Amazon Refund Policies and as required by Law, and in no case later than thirty (30) calendar days following after the obligation arises. For the purposes of making payments to the customer (which may be in the same payment form originally used to purchase Your Product), you authorize us to make such payments or disbursements from your available balance in the Nodal Account (as defined in Section S-5). In the event your balance in the Nodal Account is insufficient to process the refund request, we will process such amounts due to the customer on your behalf, and you will reimburse us for all amounts so paid.

### S-3. Problems with Your Products

**S-3.1 Delivery Errors and Nonconformities; Recalls.** You are responsible for: any non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of Your Products, except to the extent caused by: (a) credit card fraud for which we are responsible under

Section S-1.4; or (b) our failure to make available to you Order Information as it was received by us or resulting from address verification.

Notwithstanding the previous sentence, for Amazon-Fulfilled Products, if any, the Fulfilment by Amazon Service Terms will apply to non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of those of Your Products. You are also responsible for any non-conformity or defect in, or any public or private recall of, any of Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Products.

**S-3.2 A-to-z Guarantee and Chargebacks.** If we inform you that we have received a claim under the "A-to-z Guarantee" offered on the Amazon Site, or other dispute, relating to the offer, sale or fulfillment of Your Product(s) (other than a chargeback) concerning one of Your Transactions, you will have 30 days to appeal our decision of the claim. If we find that a claim, chargeback, or dispute is your responsibility, you (i) will not take recourse against the customer, and (ii) are responsible for reimbursing us for the amount paid by the customer (including taxes and shipping and handling charges, but excluding any Referral Fees that we retained as defined in Section S-4), and all other fees and expenses associated with the original transaction (such as credit card, bank, payment processing, re-presentment, or penalty fees) and any related chargebacks or refunds to the extent payable by us.

#### **S-4. Compensation**

You will pay us: (a) the applicable Referral Fee; (b) any applicable Closing Fees; and (c) if applicable, the non-refundable Selling on Amazon Subscription Fee in advance for each month (or for each transaction, if applicable) during the Term of this Agreement. "**Selling on Amazon Subscription Fee**" means the fee specified as such on the [Selling on Amazon Fee Schedule](#) for the Amazon Site at the time such fee is payable. With respect to each of Your Transactions: (x) "**Sales Proceeds**" has the meaning set out in the Business Solutions Agreement; (y) "**Closing Fees**" means the applicable fee, if any, as specified in the [Selling on Amazon Fee Schedule](#) for the Amazon Site; and (z) "**Referral Fee**" means the applicable percentage of the Sales Proceeds from Your Transaction through the Amazon Site specified on the [Selling on Amazon Fee Schedule](#) for the Amazon Site at the time of Your Transaction, based on the categorization by Amazon of the type of product that is the subject of Your Transaction; provided, however, that Sales Proceeds will not include any shipping charge set by us in the case of Your Transactions that consist solely of Amazon-Fulfilled Products. Except as provided otherwise, all monetary amounts

contemplated in these Service Terms will be expressed and provided in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency.

All taxes or surcharges imposed on fees payable by you to Amazon will be your responsibility.

#### **S-5 Sales Proceeds & Refunds.**

**S-5.1.Nodal Account.** Remittances to you for Your Transactions (excluding COD transactions) will be made through a nodal account (the "**Nodal Account**") in accordance with the directions issued by Reserve Bank of India for the opening and operation of accounts and settlement of payments for electronic payment transactions involving intermediaries vide its notification RBI/2009-10/231 DPSS.CO.PD.No.1102 / 02.14.08/ 2009-10 dated November 24, 2009. Remittance to you for COD transactions shall be made through the online bank or any other mutually agreed and other means used to transfer to Your Bank Account. You hereby agree and authorize us to collect payments on your behalf from customers for any sales made through the COD mechanism. You authorize and permit us to collect and disclose any information (which may include personal or sensitive information such as Your Bank Account information) made available to us in connection with this Agreement to a bank, auditor, processing agency, or third party contracted by us in connection with this Agreement.

Subject to and without limiting any of the rights described in Section 2 of the General Terms, we may hold back a portion or your Sale Proceeds as a separate reserve ("**Reserve**"). The Reserve will be in an amount as determined by us and the Reserve will be used only for the purpose of settling the future claims of customers in the event of non-fulfilment of delivery to the customers of your Products keeping in mind the period for refunds and chargebacks.

**S-5.2.** Except as otherwise stated in this Agreement (including without limitation Section 2 of the General Terms), you authorize us and we will remit the Settlement Amount to Your Bank Account on the Payment Date in respect of an Eligible Transaction. When you either initially provide or later change Your Bank Account information, the Payment Date will be deferred for a period of up to 14 calendar days. You will not have the ability to initiate or cause payments to be made to you. If you refund money to a customer in connection with one of Your Transactions in accordance with

FEEDBACK ion S-2.2, on the next available Designated Day for Amazon Site, we

will credit you with the amount of the Referral Fee paid by you to us attributable to the amount of the customer refund, less the Refund Administration Fee for each refund, which amount we may retain as an administrative fee.

**"Eligible Transaction"** means Your Transaction against which the actual shipment date has been confirmed by you.

**"Designated Day"** means any particular Business Day of the week designated by Amazon on a weekly basis, in its sole discretion, for making remittances to you.

**"Payment Date"** means the Designated Day falling immediately after 14 calendar days (or less in our sole discretion) of the Eligible Transaction.

**"Settlement Amount"** means Sales Proceeds (which you will accept as payment in full for the sale and shipping and handling of Your Products), less: (a) the Referral Fees due for such sums; (b) any Selling on Amazon Subscription Fees due; (c) taxes required to be charged by us on our fees; (d) any refunds due to customers in connection with the Amazon Site; (e) Reserves, as may be applicable, as per this Agreement; (f) Closing Fees, if applicable; (g) any other applicable fee prescribed under the Program Policies (including fee payable under the FBA Fee Schedule for Amazon Site), if applicable; and (h) tax collected at source under **applicable Law**.

**S-5.3.** In the event that we elect not to recover from you a customer's chargeback, failed payment, or other payment reversal (a **"Payment Failure"**), you irrevocably assign to us all your rights, title and interest in and associated with that Payment Failure.

## **S-6. Amazon's Marketplace, Websites and Services**

Amazon has the right to determine, the design, content, functionality, availability and appropriateness of its marketplace, websites, selection and any product or listing on the Amazon Site or the Amazon Associated Properties, and all aspects of each Service, including your use of the same. Amazon may assign any of these rights or delegate any of its responsibilities.

## **S-7. Tax Matters**

In addition to the General Terms, you agree that, the price stated by you for

FEEDBACK - Products is inclusive of all taxes including VAT/CST, customs duty,

excise duty or other tax or levy that may be required to be remitted in connection with such sale, unless otherwise provided in any Program Policy or otherwise agreed by Amazon in advance in writing.

All payments by Amazon to you shall be made subject to applicable withholding taxes under applicable Governing Laws. Amazon will retain, in addition to its net fees together with any applicable taxes that Amazon determines, as it is obligated to charge or collect on the fees, an amount equal to applicable withholding taxes.

If you are required deposit withholding tax in the form and manner as prescribed under applicable Governing laws, you will issue an appropriate tax withholding certificate for such amount to Amazon.

You may submit a reimbursement claim with a valid tax withholding certificate in Form 16A within one month from the due date of issuance of Form 16A as per statutory timelines. Amazon shall reimburse the claim post verification and reconciliation with service fee as per books of accounts. Amazon will have right to reject the claim if the claimed amount does not match with service fees invoices. Amazon shall maintain the right to recover any excessive claims paid to you.

Amazon has the option to obtain an order for lower or NIL withholding tax from the Indian Revenue authorities. In case Amazon successfully procures such an order, it will communicate the same to you. In that case, the amounts retained shall be in accordance with the directions contained in the order as in force at the point in time when tax is required to be deducted at the source.

### **Selling on Amazon Definitions**

**"Amazon-Fulfilled Products"** means any of Your Products that are fulfilled using the Fulfilment by Amazon Service.

**"Amazon Refund Policies"** means the return and refund policies published on the Amazon Site.

**"Estimated Ship Date"** means, with respect to any of Your Products, either: (a) the end of the shipping availability period (which begins as of the date on which the relevant order is placed by the customer), or the shipping availability date, as applicable, specified by you in the relevant inventory/product data feed for Your Product on the Amazon Site; or (b) if

FEEDBACK do not specify shipping availability information in such

inventory/product data feed or Your Product is in a product category that Amazon designates as requiring shipment within two (2) days (excluding Sundays and public holidays), (2) days (excluding Sundays and public holidays) after the date on which the relevant order is placed by the customer.

**"Refund Administration Fee"** means the lesser of INR 300 or twenty percent (20%) of the applicable Referral Fee.

**"Required Product Information"** means, with respect to each of Your Products in connection with the Amazon Site, the following (except to the extent expressly not required under the applicable Program Policies): (a) description; (b) SKU and EAN/UPC numbers and other identifying information as Amazon may reasonably request; (c) information regarding in-stock status and availability, shipping limitations or requirements, and Shipment Information (in each case, in accordance with any categorizations prescribed by Amazon from time to time); (d) categorization within each Amazon product category and browse structure as prescribed by Amazon from time to time; (e) digitized image that accurately depicts only Your Product and does not include any additional logos, text or other markings (and that complies with any Amazon published image guidelines); (f) Purchase Price; (g) shipping and handling charge (in accordance with our standard functionality therefor); (h) any text, disclaimers, warnings, notices, labels or other content required by **applicable Law** to be displayed in connection with the offer, merchandising, advertising or sale of Your Product; (i) any vendor requirements, restocking fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product; (j) brand; (k) model; (l) product dimensions; (m) weight; (n) a delimited list of technical specifications; (o) SKU and EAN/UPC numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalogue; and (p) any other information reasonably requested by us (e.g., the condition of used or refurbished products, Harmonized System of Nomenclature / Service Accounting Code).

**"Seller-Fulfilled Products"** means any of Your Products that are not fulfilled using the Fulfilment by Amazon Service.

**"Selling on Amazon Launch Date"** means the date on which we first list one of Your Products for sale on the Amazon Site.

**"Shipment Information"** means, with respect to any of Your Products, the nated or promised shipment and/or delivery date.

**"Street Date"** means the date(s), if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly, or such product should not be delivered or otherwise made available to customers.

**"URL Marks"** means any Trademark, or any other logo, name, phrase, identifier or character string, that contains or incorporates any top level domain (e.g., .com, co.in, co.uk, .in, .de, .es, .edu, .fr, .jp) or any variation thereof (e.g., dot com, dotcom, net, or com).

**"Your Transaction"** is defined in the Business Solutions Agreement; however, as used in these Service Terms, it shall mean any and all such transactions through Selling on Amazon only.

### **Fulfilment by Amazon Service Terms**

Fulfilment by Amazon ("**FBA**") provides fulfilment and associated services for Your Products. FBA is operated by Amazon Seller Services Private Limited.

These FBA Service Terms are part of the Amazon Services Business Solutions Agreement ("**Business Solutions Agreement**"), and, unless specifically provided otherwise, concern and apply only to your participation in FBA. BY REGISTERING FOR OR USING FBA, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE [BUSINESS SOLUTIONS AGREEMENT](#) AND THESE FBA SERVICE TERMS. Unless defined in these FBA Service Terms, all capitalized terms are as defined in the Business Solutions Agreement.

#### **F.1. Your Products**

Once you are accepted into FBA, you must apply to register each product you sell that you wish to include in the FBA program in connection with the Amazon Site. You may not include any product in the FBA program which is a FBA Excluded Product for the Amazon Site you wish to register Your Product with. We may refuse registration in FBA of any product in connection with the Amazon Site, including on the basis that it is an FBA Excluded Product or that it violates applicable Program Policies. You may at any time withdraw registration of any of Your Products from FBA in connection with the Amazon Site.

you will, in accordance with applicable Program Policies, provide in the format we require accurate and complete information about Your Products registered in FBA (including Harmonized System of Nomenclature / Service accounting Code, if applicable). You will promptly update any information about Your Products in accordance with our requirements and as necessary so that the information is at all times accurate and complete.

### F.3. Shipping to Amazon

**F.3.1.** For the Amazon Site you register Units in connection with, such Units will be delivered to customers in India only. You will ship Units to us in accordance with applicable Program Policies for the Amazon Site Your Products are registered in connection with. You will ensure that: (a) all Units are properly packaged for protection against damage and deterioration during shipment and storage; (b) terms of freight "C.I.P. (Carriage and Insurance Paid) Destination"; and (c) all Units comply with Amazon's labelling and other requirements. You will be responsible for all costs incurred to ship the Units to the shipping destination (including costs of freight and transit insurance). You will prepay all such shipping costs and Amazon will not pay any shipping costs except as provided in [Section F-3.2](#). You are responsible for payment of all duties, custom duty, taxes and other charges. If you ship Units to a Site Fulfilment Centre from outside of India, you will list yourself as the importer/consignee and nominate a customs broker. If Amazon is listed on any import documentation, Amazon reserves the right to refuse to accept any Units covered by the import documents and any costs assessed against or incurred by Amazon will be collected by any means permitted by this Agreement. In the case of any improperly packaged or labelled Unit, we may return the Unit to you at your expense (pursuant to [Section F-7](#)).

**F.3.2.** You will not deliver to us any Unsuitable Unit, and we may refuse to accept any shipment (including any Unsuitable Unit). We may return or dispose of or destroy any Unsuitable Unit as provided in Section F-7 (and you will be deemed to have consented to such action): (a) immediately if we determine in our sole discretion that the Unit creates a safety, health or liability risk to Amazon, our personnel or any third party; or (b) if you fail to direct us to return or dispose of or destroy any Unsuitable Unit within thirty (30) days after we notify you that the Unit has been recalled; or (c) except as otherwise provided in this Section F-3.2, if you refuse or fail to direct us to return or dispose of or destroy any Unsuitable Unit within thirty (30) calendar days after we notify you that we are in possession of it. In addition, you will compensate us for any damages incurred including any expenses we incur in connection with any Unsuitable Units.

#### F.4. Storage

We will provide storage services as described in these FBA Service Terms once we confirm receipt of delivery. We will keep electronic records that track inventory of Units by identifying the number of Units stored in any Site Fulfilment Centre. We will not be required to physically mark Units. If there is a loss of or damage to any Units while we store them due to any breach of contractual obligation / non-performance of obligations by us causing such loss or damage, we will, pay you the applicable replacement value ((as described in the [FBA Lost and Damaged Inventory Reimbursement Policy](#)). Payment of the replacement value is our total liability for any duties or obligations that we or our agents or representatives may have as a bailee or warehouseman, and your only right or remedy that you may have as a bailor. The replacement value is inclusive of any VAT/CST/good and services tax (as applicable) and if the replacement value is subject to VAT/CST/goods and services tax, you agree to provide a valid VAT/CST/goods and services tax invoice to Amazon. In consideration of payment of the replacement value, the title in such Units will transfer to us and we will be entitled to dispose of, destroy or otherwise deal in such Units in any manner that we deem fit. You will have no security interest, lien or other claim to the proceeds that we receive from sale, disposal of or otherwise in connection with such Units. At all other times, you will be solely responsible for any loss of, or damage to, any Units. Our confirmed receipt of delivery does not: (a) indicate or imply that any Unit has been delivered free of loss or damage, or that any loss or damage to any Unit later discovered occurred after confirmed receipt of delivery; (b) indicate or imply that we actually received the number of Units of Your Product(s) specified by you for such shipment; or (c) waive, limit or reduce any of our rights under this Business Solutions Agreement. We reserve the right to change, scheduling restrictions and volume limitations on the delivery and storage of your inventory in the Site Fulfilment Centres in accordance with Section 14, and you will comply with any of these restrictions or limitations.

#### F.5. Fulfilment

We will ship Units from our inventory of Your Products in connection with the Amazon Site to the shipping addresses in India included in valid customer orders. We may ship Units together with products purchased from other merchants.

#### F.6. Customer Returns

**F.6.1.** We will receive and process returns of any Amazon Fulfilment Units in accordance with the terms of your Seller Agreement, these FBA Service Terms and the Program Policies for the Amazon Site. Any Sellable Units registered in connection with the Amazon Site that are also Amazon Fulfilment Units and that are properly returned will be placed back into the inventory of Your Products in the FBA Program for the Amazon Site. We may fulfil customer orders for Your Products in connection with the Amazon Site with any Amazon Fulfilment Units returned in connection with the Amazon Site. Except as provided in [Section F-7](#), you will retake title of all Units that are returned by customers.

**F.6.2.** Except as provided in Section F-7, we will, at your direction, either return or dispose of or destroy any Amazon Fulfilment Unit that is returned to us and that we determine is an Unsuitable Unit as provided in Section F-7. Without limitation of our rights under Section F-7.4, we may elect to return or dispose of or destroy that Unsuitable Unit as provided in Section F-7, and you will be deemed to have consented to our election if you fail to direct us to return or dispose of or destroy the Unsuitable Unit within thirty (30) calendar days after we notify you of the Unsuitable Unit.

**F.6.3.** You will be responsible for all tax obligations including but not limited to VAT/CST, sales, service and goods and services taxes as result of any returns.

## **F.7. Returns to You and Disposal**

**F.7.1.** You may, at any time, request that Units be returned to you. We may, with notice, return Units to you, including upon termination of these Service Terms. These returned shipments will be sent to your designated shipping address in the territory in which the applicable Site Fulfilment Centre is located (or, at Amazon's sole discretion, your designated shipping address within India. If the address we have for you in connection with the Amazon Site is outdated, incorrect or outside India or if we cannot make arrangements for you to pay for the return shipment, the Unit(s) will be deemed abandoned and we may elect to dispose of or destroy the Unit(s) as appropriate based on the inventory and, subject to any replacement or reimbursement done as required under **applicable law**, this Agreement and our Program Policies, retain any proceeds we may receive from the disposal. You agree that any proceeds we may receive from the disposal are fair and reasonable compensation for any costs we incur in connection with the disposal.. For all Units that are returned to you, you are solely responsible for issuing any statutory forms or other documents, including but not limited to invoices, stock transfer forms, delivery challans etc., required to

return the Units back to you. You are also solely responsible for dealing with clearing the Units from any checkposts.

**F.7.2.** You may, at any time, request that we dispose of or destroy Units. In this case, we may dispose of or destroy these Units as appropriate based on the inventory. Subject to Section F.4 above, title to each disposed or destroyed Unit will transfer to us at no cost, free and clear of any liens, claims, security interests or other encumbrances to the extent required to dispose of or destroy the Unit, and we may, subject to any replacement or reimbursement done as required under **applicable law**, this Agreement and our Program Policies, retain all proceeds, if any, received from the disposal of any Unit.

**F.7.3.** You will promptly notify us of any recalls or threatened recalls of any of Your Products and cooperate and assist us in connection with any recalls, including by initiating the procedures for returning items to you under our standard processes. You will be responsible for all costs and expenses you, we or any of our or your Affiliates incur in connection with any recall or threatened recall of any of Your Products (including the costs to return, store, repair, liquidate or deliver to you or any vendor any of these products).

**F.7.4. Disposal of Unsuitable Units.** In the event any Amazon Fulfilment Unit is returned to our Site Fulfilment Centre on account of being an Unsuitable Unit, then we may, without limiting any of our other rights under this Agreement (including as described in Section F.3.2), (a) dispose of or destroy such Unit in case you fail to remove such Unit from our Site Fulfilment Centre within a period of thirty (30) days from the date we notify you that its removal is required, for instance because your use of FBA is suspended or terminated or your seller account is suspended, terminated or closed; and (b) immediately dispose of or destroy such Unit if: (i) we determine that such Unit has no replacement value; (ii) we determine that the Unit creates a safety, health or liability risk to Amazon, our personnel or any third party; or (iii) we obtain knowledge of your engagement in fraudulent or illegal activity; or (iv) we have cause to terminate your use of Services with immediate effect pursuant to Section 3 and are exposed to liability towards a third party. In addition, you will reimburse us for any damages incurred including any expenses we incur in connection with any Unsuitable Units.

## F.8. Reporting

you are responsible for raising or collecting from customers any appropriate documentation including invoices, delivery challans, way bills, stock transfer forms (e.g., Form F) or any other statutorily required documentation for reporting of both dispatch and arrivals of the shipment of Units to and from Site Fulfilment Centres. You will be solely responsible for clearing any goods held up at any checkpoints or seized by tax authorities as a result of non-compliance of any required documentation requirements.

## F.9. Customer Service

**F.9.1.** We will be responsible for all customer service issues relating to packaging, handling and shipment and customer returns, refunds and adjustments related to Amazon Fulfilment Units. We will determine on your behalf, whether a customer will receive a refund, adjustment or replacement for any Amazon Fulfilment Unit and we will require you to reimburse us where we determine you have responsibility in accordance with the Business Solutions Agreement (including these Service Terms and the Program Policies for the applicable Amazon Site). Except as provided in this [Section F-9](#) regarding any Amazon Fulfilment Units, customer service will be handled as set forth in your Seller Agreement. You will be responsible for VAT/CST related customer service enquiries including but not limited to pricing and tax obligations including but not limited to VAT/CST, sales, service and goods and services taxes invoices and credit memos.

**F.9.2.** In situations relating to Amazon Fulfilment Units where the wrong item was delivered or the item was damaged or lost or is missing, unless we determine that the basis for such request is caused by you or any of your employees, agents or contractors, and for any breach of contractual obligation / non-performance of obligations by Amazon as covered under the Program Policies causing such damage or loss we will, at our option for any Amazon Fulfilment Unit (i) ship a replacement Unit to the customer and pay you the applicable replacement value (as described in the [FBA Lost and Damaged Inventory Reimbursement Policy](#)) for the replacement Unit or (ii) process a refund to the customer and pay you the replacement value for the Unit. Any customer refund will be processed in accordance with the Selling on Amazon Service Terms. Notwithstanding the terms of the Selling on Amazon Service Terms, we will be entitled to retain the applicable Fees payable to us under the Selling on Amazon Service Terms and these Service Terms, respectively. Except as expressly provided in this [Section F-9.2](#) you will be responsible for all costs associated with any replacement or return.

**F.9.3.** If we provide a replacement Unit or refund as described in the preceding sentence to a customer and that customer returns the original Unit to us, we will be entitled to dispose of /destroy the Unit pursuant to [Section F-7](#), or, if it is a Sellable Unit, we may, at our option, place such Unit back into your inventory in accordance with [Section F-6](#). If we do put it back into your inventory, you will compensate us for the applicable replacement value of the returned Unit. Any replacement Unit shipped by us under these Service Terms will be deemed to be, and will be treated in the same manner as, an order and sale of such Unit from you to the customer via the Amazon Site in accordance with the Business Solutions Agreement and your Seller Agreement, and will be subject to all terms and conditions applicable thereto.

## **F.10. Compensation**

**F.10.1. Fees.** You will pay us the applicable fees (including storage, fulfilment, removal and disposal fees) set out in the [FBA Fee Schedule for the Amazon Site](#). You will be charged the Storage Fees beginning on the day (up to midnight) that the Unit arrives at the Site Fulfilment Centre and is available for fulfilment by Amazon (or in the case of any Unsuitable Unit, the arrival day (up to midnight)), until the earlier of: (a) the day (up to midnight) we receive a valid customer order for such product or a request from you to return or dispose of or destroy the Unit; or (b) the day (up to midnight) we actually ship the Unit to your designated return location or dispose of or destroy the Unit.

**F.10.2. Shipping and Gift Wrap.** For any Amazon Fulfilment Units we will determine the amounts charged to the customer for shipping and gift wrap services for the Units that we fulfil through the FBA Program. As between you and us, these charges will be your tax inclusive charges to the customer, and we will report them to you. We will charge you (and you will pay us) a fee equal to the amount of such charges to the customer. You acknowledge and agree that you are responsible to account for any applicable taxes including but not limited to VAT/CST, sales, service and goods and services taxes on the shipping and gift wrap charges to customer.

**F.10.3. Taxes on Fees Payable to Amazon.** In regard to these Service Terms you can provide a VAT / goods and services tax registration number or evidence of being in business, if you do not have a VAT / goods and services tax registration number. If you are VAT / goods and services tax registered, or in business but not VAT / goods and services tax registered, you give the following warranties and representations:

(a) all services provided by Amazon to you are being received by your establishment under your designated VAT / goods and services tax registration number; and

(b) (i) the VAT / goods and services tax registration number, or the evidence of being in business, you submit to Amazon belongs to the business you operate; (ii) that all transactions regarding the services will be business-related transactions made by the business associated with the VAT / goods and services tax registration number, if evidence of being in business, you submit to Amazon; and (iii) that the VAT / goods and services tax registration number, or evidence of being in business, and all other information provided by you is true, accurate and current and you will immediately update any such information held by Amazon in case of any changes.

Amazon reserves the right to request additional information and to confirm the validity of any your account information (including without limitation your VAT / goods and services tax registration number) from you or government authorities and agencies as permitted by Law and you hereby irrevocably authorize Amazon to request and obtain such information from such government authorities and agencies. Further, you agree to provide any such information to Amazon upon request. Amazon reserves the right to charge you any applicable unbilled VAT / goods and services tax if you provide a VAT / goods and services tax registration number, or evidence of being in business, that is determined to be invalid. VAT / goods and services tax registered sellers and sellers who provide evidence of being in business agree to accept electronic VAT / goods and services tax invoices in a format and method of delivery as determined by Amazon.

All payments by Amazon to you shall be made subject to any applicable withholding taxes and tax collection at source under the **applicable Law**. Amazon will retain, in addition to its net Fees, an amount equal to the legally applicable withholding taxes / tax collection at source at the applicable rate. You are responsible for deducting and depositing the legally applicable taxes and deliver to Amazon sufficient document evidencing the deposit of tax. Upon receipt of the evidence of deduction of tax, Amazon will remit the amount evidenced in the certificate to you. Upon your failure to duly deposit these taxes and providing evidence to that effect within 5 days from the end of the relevant month, Amazon shall have the right to utilize the retained amount for discharging its tax liability.

Where you have deposited the taxes, you will issue an appropriate tax holding certificate for such amount to Amazon and Amazon shall

provide necessary support and documentation as may be required by you for discharging your obligations.

Amazon has the option to obtain an order for lower or NIL withholding tax from the Indian Revenue authorities. In case Amazon successfully procures such an order, it will communicate the same to you. In that case, the amounts retained, shall be in accordance with the directions contained in the order as in force at the point in time when tax is required to be deducted at source.

Any taxes applicable in addition to the fee payable to Amazon shall be added to the invoiced amount as per **applicable Law** at the invoicing date which shall be paid by you.

**F.10.4. Registration of Fulfilment Centres for VAT / CST / goods and services tax:** Amazon understands and agrees that you would be required to register the Site Fulfilment Centres wholly or partly as your place of business from a VAT / CST / goods and services tax regulations perspective. Amazon shall issue a no-objection certificate as required to enable you to register the Site Fulfilment Centres as your additional place of business from a VAT / CST / goods and services tax regulations perspective. Amazon shall, on your request, issue a no-objection certificate in the prescribed format and other related documents as may be necessary to enable obtaining such registration. You shall indemnify and keep indemnified Amazon and its Affiliates, in addition to Section F.11, against any consequences arising from investigation or enquiry by the tax authorities due to any reason. In the event, your goods (or Site Fulfilment Centres) are seized by the tax authorities for any reason, the responsibility for undertaking the release, and bearing the costs of the release, would be solely on you, while Amazon would support this process as reasonably required. You further represent and warrant that you will not register Site Fulfilment Centres as your principal place of business but only as an additional place of business.

### **F.11. Indemnity**

In addition to your obligations under Section 6 of the Business Solutions Agreement, you also agree to indemnify, defend and hold harmless us, our Affiliates and their and our respective officers, directors, employees, representatives and agents against any Claim that arises out of or relates to: (a) the Units (whether or not title has transferred to us, and including any Unit that we identify as yours pursuant to Section F-4), including any personal injury, death or property damage; and, if applicable, b) any of Your

taxes or the collection, payment or failure to collect or pay Your Taxes or for any demand/denial of credit arising on account discrepancies observed in the goods and services tax returns filed.

#### F.12. Release

You hereby, on behalf of yourself and your successors, subsidiaries, Affiliates, officers, directors, shareholders, employees, assigns and any other person or entity claiming by, through, under or in concert with you or them (collectively, the "**Releasing Parties**"), irrevocably acknowledge full and complete satisfaction of and hereby unconditionally and irrevocably release and forever fully discharge Amazon and each of its Affiliates, and any and all of their predecessors, successors, and Affiliates, past and present, as well as each of their partners, officers, directors, shareholders, agents, employees, representatives, attorneys, and assigns, past and present, and each of them and all Persons acting by, through, under or in concert with any of them (collectively, the "**Released Parties**"), from any and all claims, obligations, demands, causes of action, suits, damages, losses, debts or rights of any kind or nature, whether known or unknown, suspected or unsuspected, absolute or contingent, accrued or unaccrued, determined or speculative (collectively, "**Losses**") which the Releasing Parties now own or hold or at any time heretofore have owned or held or in the future may hold or own against the Released Parties, or any of them, arising out of, resulting from, or in any way related to, the shipment including any tax registration or collection obligations. You, on behalf of yourself and all other Releasing Parties, recognize that you, and each of them, may have some Losses (WHETHER IN CONTRACT; WARRANTY; TORT; DELICT (INCLUDING NEGLIGENCE; PRODUCT LIABILITY; ANY TYPE OF CIVIL RESPONSIBILITY OR OTHER THEORY) OR OTHERWISE) against the Released Parties of which you, or any of them, are totally unaware and unsuspecting, or which may arise or accrue after the date you register for these FBA Service Terms, which the Releasing Parties are giving up by agreeing to these FBA Service Terms. It is your intention in agreeing to these FBA Service Terms that these FBA Service Terms will deprive the Releasing Parties of each and all such Losses and prevent the Releasing Party from asserting any such Losses against the Released Parties, or any of them.

#### F.13. Disclaimer

IN ADDITION TO THE DISCLAIMER IN SECTION 7 OF THE BUSINESS SOLUTIONS AGREEMENT, WE HEREBY DISCLAIM ANY DUTIES OF A BAILEE WAREHOUSEMAN TO THE MAXIMUM EXTENT PERMITTED UNDER

FEEDBACK

**APPLICABLE LAW**, AND YOU HEREBY WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (WHETHER ARISING UNDER COMMON LAW OR STATUTE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE OR SHIPMENT OF YOUR PRODUCTS BY US OR OUR AFFILIATES OR ANY OF OUR OR THEIR CONTRACTORS OR AGENTS.

#### **F.14. Effect of Termination**

Your termination rights are set out in **Section 3** of this Agreement. Following any termination of the Business Solutions Agreement or these FBA Service Terms in connection with the Amazon Site, we will, as directed by you, return to you or dispose of or destroy the Units registered in connection with the Amazon Site as provided in Section F-7. If you fail to direct us to return or dispose of or destroy the Units within ninety (90) calendar days after termination, then we may elect to return and/or dispose of or destroy the Units in whole or in part, as provided in Section F-7, and you agree to such action. Upon any termination of these FBA Service Terms in connection with the Amazon Site, all rights and obligations of the parties under these FBA Service Terms with regard to the Amazon Site will be extinguished, except that the rights and obligations of the parties under Sections F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-10, F-11, F-12, F-13 and F-14 with respect to Units received or stored by Amazon as of the date of termination will survive the termination.

#### **F.15. Tax Matters**

You understand and acknowledge that storing Units at the Site Fulfilment Centres may create a tax presence for you in the applicable territory in which the Site Fulfilment Centre is located, and you will be solely responsible for any taxes, interest or penalties owed as a result of such storage. You will be responsible for Your Taxes, interest or penalties and you will indemnify and hold Amazon and its Affiliates harmless from Your Taxes, interest or penalties as provided in Section F-11 of these FBA Service Terms and agree to pay any of these over to Amazon promptly. You acknowledge and agree that you are responsible for preparing and filing any applicable statutorily required documentation to be issued either by you or by the customers. You acknowledge that you are responsible to handle any requests for refunds of taxes including but not limited to VAT/CST, service, sales and goods and services taxes on shipments to these addresses where appropriate.

#### **F.16. Additional Representation**

in addition to your representations and warranties in Section 5 of the Business Solutions Agreement, you represent and warrant to us that: (a) you have valid legal title to all Units and all necessary rights to distribute the Units and to perform under these FBA Service Terms; (b) you will deliver all Units to us in new condition (or in such condition otherwise described by you in the applicable Your Product listing) and in a merchantable condition; (c) all Units and their packaging will comply with all applicable marking, labelling and other requirements required by Law; (d) no Unit is or will be produced or manufactured, in whole or in part, by child labour or by convict or forced labour; (e) you and all of your subcontractors, agents and suppliers involved in producing or delivering Units will strictly adhere to all **applicable Laws** (including any Law applicable to any territory where Units are produced or delivered, regarding the operation of their facilities and their business and labour practices, including working conditions, wages, hours and minimum ages of workers).

### FBA Definitions

**"Amazon Fulfilment Units"** means Units fulfilled using FBA that are sold through the Amazon Site. For avoidance of doubt, if you have successfully registered for both FBA and Selling on Amazon for the Amazon Site, then the term "Amazon Fulfilment Units" and the defined term "Amazon-Fulfilled Products" in the Selling on Amazon Service Terms both refer to the same items.

**"FBA Excluded Product"** means, with respect to the Amazon Site you register Units in connection with, any Unit that is an Excluded Product, or is otherwise prohibited by the [Program Policies for the Amazon Site](#).

**"Sellable Unit"** means a Unit that is not an Unsuitable Unit.

**"Seller Agreement"** means the Selling on Amazon Service Terms, any successor to any of these agreements, or any other similar agreement (as determined by Amazon) between you and us that permits you to list and sell products via the Amazon Site.

**"Shipping Information"** means with respect to any purchased Unit(s), the following information: the name of the recipient, the shipping address, the quantity of Units to be shipped, and any other shipping-related information we may reasonably request.

**"Site Fulfilment Centre(s)"** means the fulfilment centre(s) designated or [listed](#) by Amazon to store and fulfill Units in connection with a particular

Amazon Site.

**"Unit"** means a unit of Your Product that you deliver to Amazon in connection with the FBA Program in connection with the Amazon Site.

**"Unsuitable Unit"** means a Unit: (a) that is defective, damaged, or lacking required label(s); (b) the labels for which were not properly registered with Amazon before shipment or do not match the product that was registered; (c) that is an FBA Excluded Product or does not comply with the Business Solutions Agreement (including these Service Terms and the applicable Program Policies); or (d) that Amazon determines is otherwise unsuitable.

### **Amazon Advertising Service Terms**

The Amazon Advertising Service Terms govern your use of Amazon Advertising, a Service that allows you to advertise your products. The Amazon Advertising Service Terms apply to your use of the Ad Services.

Your use of the Ad Services (as defined in the Amazon Advertising Agreement) is governed by the Amazon Advertising Agreement. You accept the Amazon Advertising Agreement, which may be updated from time to time by Amazon in accordance with its terms. The Amazon Advertising Agreement is available at <https://advertising.amazon.in/terms>. In the event of any conflict between the General Terms or Program Policies and the Amazon Advertising Agreement with respect to the Ad Services, the Amazon Advertising Agreement will prevail to the extent of the conflict. If the Amazon Advertising Agreement is deemed unlawful, void, or for any reason unenforceable, then the General Terms will govern your access to and use of the Ad Services.

### **Selling Partner API Terms**

#### **API-1 Description of the Selling Partner APIs**

The "Selling Partner APIs" enable your systems to interface with certain features or functionality we make available to you. These Selling Partner API Terms concern and apply only to your use of the Selling Partner APIs unless specifically provided otherwise. Under the Selling Partner API Terms,

FEEDBACK

you may authorize parties who (a) develop Applications to support you using the Selling Partner APIs or the API Materials, (b) have registered with us as Developers, and (c) who have agreed to the Marketplace Developer Agreement (“Developers”) to access Amazon Transaction Information and your Materials via the Selling Partner APIs. If you wish to use the Selling Partner APIs directly or develop software or a website that interfaces with the Selling Partner APIs or the API Materials (an “Application”), you must register as a Developer.

We may make available Selling Partner APIs (including the Marketplace Web Services APIs) and software, data, text, audio, video, images, or other content we make available in connection with the Selling Partner APIs, including related documentation, software libraries, and other supporting materials, regardless of format (collectively the “API Materials”) that permit your systems to interface with certain features or functionality available to you. You may authorize Developers to access your Materials via the Selling Partner APIs solely for the purpose of supporting your business on Amazon. All terms and conditions applicable to the Selling Partner APIs and the API Materials in this Agreement are solely between you and us. API Materials that are public or open source software (“Public Software”) may be provided to you under a separate license, in which case, notwithstanding any other provision of this Agreement, that license will govern your use of those API Materials. For the avoidance of doubt, except to the extent expressly prohibited by the license governing any API Materials that are Public Software, all of the non-license provisions of this Agreement will apply.

## **API-2 License and Related Requirements**

### **API-2.1 Generally.**

We grant you a limited, revocable, non-exclusive, non-sublicenseable, nontransferable license during the term of the Agreement to allow Developers to access and use Your Materials through the Selling Partner APIs and the API Materials solely in support of your use of the Services covered by this Agreement. As between you and us, we or our licensors own all right, title, and interest in and to the Selling Partner APIs, the API

FEEDBACK Materials, any technical and operational specifications, security protocols

and other documentation or policies provided or made available by us with respect to the Selling Partner APIs or the API Materials (the "Selling Partner API Specifications"), and our internal data center facilities, servers, networking equipment, and host software systems that are within our or their reasonable control and are used to provide the Selling Partner APIs or the API Materials (the "Amazon Network").

### **API-2.2 License Restrictions.**

You may authorize Developers to access your Materials through the Selling Partner APIs and the API Materials only through APIs documented and communicated by us in accordance with any applicable Selling Partner API Specifications. You may not and may not authorize any other party to do any of the following with the Selling Partner APIs and the API Materials: (a) reverse engineer, decompile, or disassemble them; (b) modify or create derivative works based upon them in whole or in part; (c) distribute copies of them; (d) remove any proprietary notices or labels on them; (e) use any Public Software in any manner that requires, pursuant to the license applicable to such Public Software, that the Selling Partner APIs and the API Materials be disclosed, licensed, distributed, or otherwise made available to anyone; (f) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to them; (g) access or use them in a way intended to avoid incurring any applicable fees or exceeding usage limits or quotas; (h) access or use them for any purpose unrelated to your use of Services; or (i) access or use them for fraudulent or illegal activities or activities that violate our policies or are otherwise harmful to us or any third parties. The limitations regarding data use in Section 10 above apply to any information you receive by the direct or indirect use of the Selling Partner APIs.

### **API-2.3 No License for Direct Access.**

For the avoidance of doubt, these Selling Partner API Terms do not provide you a license to directly access or use the Selling Partner APIs, or install, copy, use, or distribute API Materials. Direct use of the Selling Partner APIs may only be licensed to Developers.

you must use the account IDs and any unique public key/private key pair issued by us to provide access to your data via the Selling Partner APIs (“Account Identifiers and Credentials”) in accordance with these Selling Partner API Terms to authorize Developers to access the Selling Partner APIs on your behalf. You may only authorize access to Amazon Transaction Information and Your Materials via the Selling Partner APIs in the way that we prescribe. Your Account Identifiers and Credentials are for your personal use only and you must maintain their secrecy and security. You are solely responsible for all activities that occur using your Account Identifiers and Credentials, regardless of whether the activities are undertaken by you or a third party (including your employees, contractors, or agents). You will provide us with notice immediately if you believe an unauthorized third party may be using your Account Identifiers and Credentials or if your Account Identifiers and Credentials are lost or stolen. We are not responsible for unauthorized use of your Account Identifiers and Credentials.

#### **API-2.5 Security of Your Materials.**

You are solely responsible for authorizing others to access the Selling Partner APIs on your behalf and taking your own steps to maintain appropriate security, protection, and backup of Your Materials. We are not responsible for any unauthorized access to, alteration of, or deletion, destruction, damage, loss, or failure to store any of Your Materials in connection with the Selling Partner APIs (including as a result of your or any third party's errors, acts, or omissions).

#### **API-3 Termination**

##### **API-3.1 Termination of Your Access to the Selling Partner APIs and the API Materials.**

Without limiting the parties' rights and obligations under this Agreement, the Selling Partner API Developer Agreement, or the Selling Partner API Licence Agreement, we may limit, suspend, or terminate your access to the Selling Partner APIs and the API Materials for convenience with 30 days' notice. We may terminate immediately if (a) we determine that you have

materially breached this Agreement and failed to cure within 7 days of a cure notice; (b) you or your account have been engaged in deceptive, fraudulent, or illegal activity; or (c) your use of the Selling Partner APIs and the API Materials may harm our customers.

Upon any suspension or termination of your access to the Selling Partner APIs and the API Materials, you will immediately cease authorizing others to use the Selling Partner APIs and the API Materials. Upon any termination of your access to the Selling Partner APIs and the API Materials, you will also immediately destroy all API Materials. Upon any suspension or termination of your access to the Selling Partner APIs and the API Materials, we may cause your Account Identifiers and Credentials to cease to be recognized by the Amazon Network for the purposes of the Selling Partner APIs and the API Materials.

#### **API-4 Modifications to the Selling Partner APIs and the API Materials**

We may change or discontinue the Selling Partner APIs or the API Materials (including by changing or removing features or functionality of the Selling Partner APIs or the API Materials) from time to time. For any material changes that will negatively affect your business, we will provide notice under Section 14.

#### **API-5 Disclaimers**

THE SELLING PARTNER APIS AND THE API MATERIALS ARE PROVIDED "AS IS". WE AND OUR AFFILIATE COMPANIES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SELLING PARTNER APIS OR THE API MATERIALS, INCLUDING ANY WARRANTY THAT THE SELLING PARTNER APIS OR THE API MATERIALS WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS OR DATA YOU ACCESS, USE, STORE, RETRIEVE, OR TRANSMIT IN CONNECTION WITH THE SELLING PARTNER APIS, INCLUDING YOUR MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATE COMPANIES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET

ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATE COMPANIES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) THE INABILITY TO USE THE SELLING PARTNER APIS OR THE API MATERIALS FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SELLING PARTNER APIS OR THE API MATERIALS.

Was this article helpful?

Help

Programme Policies

English 

Download the Amazon Seller mobile app

Next-Gen Selling

© 1999-2025, Amazon.com, Inc. or its affiliates

ASIN	item_name	gl_product_group_type	product_type
B0F7GD6M7B	CALANDISÀ,,c 100x Water Drop Modeling Buds Foam Supplies Creative Wedding Decoration Multi Size   Styrofoam Forms   Crafting Pieces   Multi-Purpose Craft Supplies	gl_home	ART_AND_CRAFT_SUPPLY
B0F7GFJMWB	CALANDISÀ,,c 100x Water Drop Modeling Buds Foam Supplies Creative Wedding Decoration 3.8cm   Styrofoam Forms   Crafting Pieces   Multi-Purpose Craft Supplies	gl_home	ART_AND_CRAFT_SUPPLY
B0F7HBWSGV	CALANDISÀ,,c 100x Water Drop Modeling Buds Foam Supplies Creative Wedding Decoration 1.9cm   Styrofoam Forms   Crafting Pieces   Multi-Purpose Craft Supplies	gl_home	ART_AND_CRAFT_SUPPLY
B0FGJQKDK4	CALANDISÀ,,c 100x Water Drop Modeling Buds Supplies Creative Wedding Decoration 4.6cm   Styrofoam Forms   Crafting Pieces   Multi-Purpose Craft Supplies	gl_home	ART_AND_CRAFT_SUPPLY
B0FGJQVYQN	CALANDISÀ,,c 100x Water Drop Modeling Buds Supplies Creative Wedding Decoration 2.5cm   Styrofoam Forms   Crafting Pieces   Multi-Purpose Craft Supplies	gl_home	ART_AND_CRAFT_SUPPLY
B07GLXFNC1	Round Styrofoam Buds 8mm Pack of 100	gl_kitchen	KITCHEN
B07GLXSWWC	Round Styrofoam Buds 6mm Pack of 100	gl_kitchen	KITCHEN
B07GLYM3Z2	Round Styrofoam Buds 5mm Pack of 100	gl_kitchen	KITCHEN
B07GLZ8DG6	Pointed Styrofoam Buds 13mm Pack of 50	gl_kitchen	KITCHEN
B07GM23VKV	Pointed Styrofoam Buds 16mm Pack of 50	gl_kitchen	KITCHEN
B07KSZM4PS	iCraft Pointed Styrofoam Buds 9mm Pack of 50 Pcs for Flower Making and Baking Tools.	gl_home	FRESH_CUT_FLOWERS_PLANTS
B07KT2NL4W	iCraft Pointed Styrofoam Buds 13 mm Pack of 50 PCs for Flower Making and Baking Tools.	gl_kitchen	KITCHEN
B07KTTWC5X	iCraft Round Styrofoam Buds 6 mm Pack of 100 Pcs for Flower Making, Fondant Flowers,Gum Paste Flowers,Cake Decoration and Baking Tools, White	gl_kitchen	KITCHEN
B07KTV78T3	iCraft Round Styrofoam Buds 10 mm Pack of 50 Pcs for Flower Making, Fondant Flowers,Gum Paste Flowers,Cake Decoration and Baking Tools.	gl_kitchen	KITCHEN
B07L8HLMFQ	Pointed Styrofoam Buds 9mm Pack of 100	gl_home	HOME
B07L8HS1NX	Round Styrofoam Buds 7mm Pack of 100", "language_tag": "en_IN	gl_home	HOME
B07L8HS4YL	Pointed Styrofoam Buds 6mm Pack of 100	gl_home	HOME
B07L8JXJXL	Round Styrofoam Buds 15mm Pack of 50	gl_home	HOME
B07L8K5M4T	Get Inspired Round Styrofoam Buds (9 mm) - Pack of 100", "language_tag": "en_IN	gl_home	HOME
B07L8K9RHL	Pointed Styrofoam Buds 8mm Pack of 100	gl_home	HOME
B0F21YNRSL	MALANI STORES Foam 15 MM Thickness Thermo Packaging Sheet - 19 X 19 Inch - Pack Of 6 Pcs (15Mm, 19 X 19 Inch)	gl_biss	PACKING_MATERIAL
B0F21ZZN8V	MALANI STORES Foam 15 MM Thickness Thermo Packaging Sheet - 19 X 11 Inch - Pack Of 6 Pcs (15Mm, 19 X 11 Inch)	gl_biss	PACKING_MATERIAL
B0F2274263	JIA INDUSTRIES 15 MM Thickness Thermo Packaging Sheet - 19 X 11 Inch - Pack of 6 pcs (19 X 11 Inch, 15mm) Foam	gl_biss	PACKING_MATERIAL
B0F221NS44	MALANI STORES Foam 20 MM Thicknessthermo Packaging Sheet - 19 X 19 Inch - Pack Of 6 Pcs (20Mm, 19 X 19 Inch)	gl_biss	PACKING_MATERIAL
B0F223MM1Q	MALANI STORES Foam T25 MM Thicknessthermo Packaging Sheet - 19 X 19 Inch - Pack Of 6 Pcs (25Mm, 19 X 19 Inch)	gl_biss	PACKING_MATERIAL
B0F222M5X6	MALANI STORES Foam 50 MM Thicknessthermo Packaging Sheet - 19 X 19 Inch - Pack Of 6 Pcs (50Mm, 19 X 19 Inch)	gl_biss	PACKING_MATERIAL
B0F222X5JJ	MALANI STORES Foam 50 MM Thicknessthermo Packaging Sheet - 1M X 0.5M Inch - Pack Of 6 Pcs (50Mm, 1M X 0.5M Inch)	gl_biss	PACKING_MATERIAL
B0F222D51H	MALANI STORES Foam 50 MM Thicknessthermo Packaging Sheet - 19 X 11 Inch - Pack Of 6 Pcs (50Mm, 19 X 11 Inch)	gl_biss	PACKING_MATERIAL
B0F21YM21D	MALANI STORES Foam 50 MM Thicknessthermo Packaging Sheet - 28 X 19 Inch - Pack Of 6 Pcs (50Mm, 28 X 19 Inch)	gl_biss	PACKING_MATERIAL
B0F221WKD8	MALANI STORES Foam 25 MM Thicknessthermo Packaging Sheet - 28 X 19 Inch - Pack Of 6 Pcs (25Mm, 28 X 19 Inch)	gl_biss	PACKING_MATERIAL
B0F22235KG	MALANI STORES Foam 25 MM Thicknessthermo Packaging Sheet - 19 X 11 Inch - Pack Of 6 Pcs (25Mm, 19 X 11 Inch)	gl_biss	PACKING_MATERIAL
B0F222MS3Q	MALANI STORES Foam 25 MM Thicknessthermo Packaging Sheet - 1M X 0.5M Inch - Pack Of 6 Pcs (25Mm, 1M X 0.5M Inch)	gl_biss	PACKING_MATERIAL
B0F222N9F4	MALANI STORES Foam 20 MM Thicknessthermo Packaging Sheet - 1M X 0.5M Inch - Pack Of 6 Pcs (20Mm, 1M X 0.5M Inch)	gl_biss	PACKING_MATERIAL
B0F21ZQV9K	MALANI STORES Foam 20 MM Thicknessthermo Packaging Sheet - 19 X 11 Inch - Pack Of 6 Pcs (20Mm, 19 X 11 Inch)	gl_biss	PACKING_MATERIAL
B0F2232QP6	MALANI STORES 20 MM ThicknessThermo Packaging Sheet - 28 X 19 Inch - Pack of 6 pcs (20mm, 28 X 19 Inch)	gl_biss	PACKING_MATERIAL
B0F21ZHY1N	MALANI STORES Foam 15 MM Thicknessthermo Packaging Sheet - 28 X 19 Inch - Pack Of 6 Pcs (15Mm, 28 X 19 Inch)	gl_biss	PACKING_MATERIAL
B0F221XTK7	MALANI STORES Foam 15 MM Thicknessthermo Packaging Sheet - 1M X 0.5M Inch - Pack Of 6 Pcs T (15Mm, 1M X 0.5M Inch)	gl_biss	PACKING_MATERIAL
B0DZHQC88S	MM WILL CARE - WE WILL CARE YOUR PRODUCTS Foam Thermo Packaging Sheet (50MM, 28 X 19 Inch - Pack of 6 pcs)	gl_biss	PACKING_MATERIAL
B0DZHPLJW1	MM WILL CARE - WE WILL CARE YOUR PRODUCTS Foam 15 MM Thickness Thermo Packaging Sheet - 19 X 19 Inch (15MM, 19 X 19 Inch - Pack of 6 pcs)	gl_biss	PACKING_MATERIAL
B0C24KH8G7	MM WILL CARE - WE WILL CARE YOUR PRODUCTS Thermo Packaging Sheet Heavy (50 MM Thick, 28 Inch x 19 Inch) -6 Sheets   Polypropylene	gl_biss	PACKING_MATERIAL
B0DZHRJTY	MM WILL CARE - WE WILL CARE YOUR PRODUCTS Foam 25 MM Thickness Thermo Packaging Sheet - 19 X 11 Inch (25MM, 19 X 11 Inch - Pack of 6 pcs)	gl_biss	PACKING_MATERIAL
B0C24LV6CQ	MM WILL CARE - WE WILL CARE YOUR PRODUCTS Thermo Packaging Sheet Heavy (25 MM Thick, 28 Inch x 19 Inch) -6 Sheets   Polypropylene	gl_biss	PACKING_MATERIAL
B0DZHPCFRR	MM WILL CARE - WE WILL CARE YOUR PRODUCTS Foam 15 MM Thickness Thermo Packaging Sheet - 19 X 11 Inch (15MM, 19 X 11 Inch - Pack of 6 pcs)	gl_biss	PACKING_MATERIAL
B07KSXPTL7	iCraft Pointed Styrofoam Buds 8mm Pack of 100 Pcs for Flower Making, Fondant Flowers,Gum Paste Flowers,Cake Decoration and Baking Tools, White (8 mm)	gl_kitchen	KITCHEN

B0FCDHNPRB	Artonez Natural Fiber Jute Thread Craft Kit with Colourful Thermacol Balls, Buttons, Pearl Stickers, Scrapbooking - Card Making - Craft Supply - DIY Decoration Set	gl_home	ART_CRAFT_KIT
B0FH6L9TLY	GOLD LEAF Solar System Project Kit æ 9 Mixed Size Galaxy ballsfor School Science Projects, Art & Craft Activities, and Home Decoration æ Planet Model DIY Kit for Kids.	gl_toy	SCIENCE_FUNDAMENTALS_KIT
B0F54LD617	Icraft Styrofoam Buds for Craft Pack of 10 - Premium Artificial Flower Making Fondant Flowers, Gum Paste Flowers, Cake Decoration Material - Thermocol Buds for Decoration (34 mm)", "language_tag": "en_IN	gl_kitchen	KITCHEN
B0F54LNW8R	Icraft Styrofoam Buds for Craft Pack of 25 - Premium Artificial Flower Making Fondant Flowers, Gum Paste Flowers, Cake Decoration Material - Thermocol Buds for Decoration (23 mm)", "language_tag": "en_IN	gl_kitchen	KITCHEN
B0F54R3S9M	Icraft Styrofoam Buds for Craft Pack of 10 - Premium Artificial Flower Making Fondant Flowers, Gum Paste Flowers, Cake Decoration Material - Thermocol Buds for Decoration (32 mm)", "language_tag": "en_IN	gl_kitchen	KITCHEN
B0F54KZSTJ	Icraft Styrofoam Buds for Craft Pack of 25 - Premium Artificial Flower Making Fondant Flowers, Gum Paste Flowers, Cake Decoration Material - Thermocol Buds for Decoration (25 mm)", "language_tag": "en_IN	gl_kitchen	KITCHEN
B0F54JGSJQ	Icraft Styrofoam Buds for Craft Pack of 25 - Premium Artificial Flower Making Fondant Flowers, Gum Paste Flowers, Cake Decoration Material - Thermocol Buds for Decoration (27 mm)", "language_tag": "en_IN	gl_kitchen	KITCHEN
B0F54JX2DS	Icraft Styrofoam Buds for Craft Pack of 50 - Premium Artificial Flower Making Fondant Flowers, Gum Paste Flowers, Cake Decoration Material - Thermocol Buds for Decoration (14 mm)", "language_tag": "en_IN	gl_kitchen	KITCHEN
B07KTS3X32	Icraft Styrofoam Buds for Craft - Artificial Flower Making Material, Thermocol Buds for Decoration, Craft Supplies for Fondant Flowers, Gum Paste Flowers, Cake Decoration, Paintable Surface (5 mm)	gl_kitchen	KITCHEN
B0F54NXLYS	Icraft Styrofoam Buds for Craft Pack of 25 - Premium Artificial Flower Making Fondant Flowers, Gum Paste Flowers, Cake Decoration Material - Thermocol Buds for Decoration (20 mm)", "language_tag": "en_IN	gl_kitchen	KITCHEN
B0F54PMGB7	Icraft Styrofoam Buds for Craft Pack of 10 - Premium Artificial Flower Making Fondant Flowers, Gum Paste Flowers, Cake Decoration Material - Thermocol Buds for Decoration (36 mm)", "language_tag": "en_IN	gl_kitchen	KITCHEN
B0F54GQG35	Icraft Styrofoam Buds for Craft Pack of 10 - Premium Artificial Flower Making Fondant Flowers, Gum Paste Flowers, Cake Decoration Material - Thermocol Buds for Decoration (32 mm) (30 mm)", "language_tag": "en_IN	gl_kitchen	KITCHEN
B0F54JK57P	Icraft Styrofoam Buds for Craft Pack of 50 - Premium Artificial Flower Making Fondant Flowers, Gum Paste Flowers, Cake Decoration Material - Thermocol Buds for Decoration (15 mm)", "language_tag": "en_IN	gl_kitchen	KITCHEN
B0F54NGVLZ	Icraft Styrofoam Buds for Craft Pack of 50 - Premium Artificial Flower Making Fondant Flowers, Gum Paste Flowers, Cake Decoration Material - Thermocol Buds for Decoration (16 mm)", "language_tag": "en_IN	gl_kitchen	KITCHEN
B0F54NDZLV	Icraft Styrofoam Buds for Craft Pack of 25 - Premium Artificial Flower Making Fondant Flowers, Gum Paste Flowers, Cake Decoration Material - Thermocol Buds for Decoration (21 mm)", "language_tag": "en_IN	gl_kitchen	KITCHEN
B0FBGTMZ6R	Geeta Store 4-Inch Craft Foam Balls (Pack of 4) æ Spherical Thermocol Balls for DIY Projects, Kids School Crafts, Decorations & Solar System Model Making	gl_home	ART_AND_CRAFT_SUPPLY
B00F1WPDPO	Styropor Solid Spheres Styrofoam Polystyrene Balls Pack of 5 (10cm)", "language_tag": "en_IN	gl_home	ART_AND_CRAFT_SUPPLY
B0DTB45Z9C	TOYSFAST 4-inch Craft White Foam Balls (4 PCS) for Kids' Craft Making, School Projects, and Parties	gl_home	ART_CRAFT_KIT
B0DTB4KTY9	TOYSFAST 1.5 Inch 20 Pcs White Foam Balls for Decoration, Craft Making, School Projects, Solar System Making, Party Decor (ZW1)	gl_home	ART_CRAFT_KIT
B0DTB4PRT9	TOYSFAST 9 Pcs 2.5 Inch White Foam Balls for Kids Craft, DIY Projects, Party Decoration	gl_home	ART_CRAFT_KIT
B0DTB4V322	TOYSFAST ( 1 inch) 30 PCS from Ball White Foam Balls for Decoration and Kids Craft Making, DIY Craft Balls for School Projects and Solar System Making, Party and Craft Foam Balls(XE1)	gl_home	ART_CRAFT_KIT

## ANNEXURE R-2/4

Department for Promotion of Industry and Internal Trade  
Ministry of Commerce and Industry  
Government of India

Consolidated FDI Policy  
(Effective from October 15, 2020)

Government of India  
Ministry of Commerce & Industry  
Department for Promotion of Industry and Internal Trade  
(FDI Division)

**Consolidated FDI Policy Circular of 2020**

**Subject: Consolidated FDI Policy**

The "Consolidated FDI Policy" is attached.

2. This Circular will take effect from October 15, 2020

(Shailendra Singh)  
Additional Secretary to the Government of India

---

DPIIT File Number 5(2)/2020-FDI Policy Dated the October 15, 2020

Copy forwarded to:

1. Press Information Officer, Press Information Bureau- for giving wide publicity to the above circular.
2. NIC, DPIIT for uploading the Circular on DPIIT's website.
3. Department of Economic Affairs, Ministry of Finance, New Delhi.
4. Reserve Bank of India, Mumbai.
5. Hindi Section for Hindi Translation.

## CONTENTS

Chapter 1: Intent and Objective .....	5
1.1 Intent and Objective.....	5
Chapter 2: Definitions.....	7
2.1 Definitions.....	7
Chapter 3: General Conditions on FDI.....	14
3.1 Eligible investors .....	14
3.2 Eligible investee entities.....	15
3.3 Instruments of investments, issue/transfer of shares etc.....	18
3.4 Entry Routes for Investment.....	18
3.5 Caps on Investments.....	20
3.6 Entry Conditions on Investment.....	20
3.7 Other Conditions on Investment besides Entry Conditions.....	20
3.8 Foreign Investment into/downstream Investment by eligible Indian entities.....	20
3.9 Remittance, Reporting and Violation.....	23
Chapter 4: Procedure for Government Approval.....	24
4.1 Competent Authority .....	24
4.2 Cases which do not require Fresh Approval.....	26
4.3 Online Filing of Applications for Government Approval.....	27
Chapter 5: Sector Specific Conditions on FDI .....	28
5.1 Prohibited Sectors .....	28
5.2 Permitted Sectors .....	28
Agriculture .....	30
5.2.1 Agriculture & Animal Husbandry .....	30
5.2.2 Plantation Sector.....	31
Mining and Petroleum & Natural Gas.....	31
5.2.3 Mining.....	31
5.2.4 Petroleum & Natural Gas.....	33
Manufacturing.....	34
5.2.5 Manufacturing:.....	34
5.2.6 Defence .....	34
Services Sector .....	36

5.2.7 Broadcasting .....	36
5.2.8 Print Media .....	37
5.2.9 Civil Aviation .....	39
5.2.10 Construction Development: Townships, Housing, Built-up Infrastructure.....	42
5.2.11 Industrial Parks .....	45
5.2.12 Satellites- establishment and operation .....	45
5.2.13 Private Security Agencies .....	45
5.2.14 Telecom Services .....	46
5.2.15 Trading .....	47
5.2.16 Railway Infrastructure.....	56
<b>Financial Services.....</b>	<b>57</b>
5.2.17 Asset Reconstruction Companies .....	57
5.2.18 Banking- Private Sector .....	58
5.2.19 Banking- Public Sector.....	58
5.2.20 Credit Information Companies (CIC) .....	59
5.2.21 Infrastructure Company in the Securities Market.....	59
5.2.22 Insurance .....	61
5.2.23 Pension Sector.....	63
5.2.24 Power Exchanges .....	64
5.2.25 White Label ATM Operations .....	64
5.2.26 Other Financial Services.....	65
<b>Others .....</b>	<b>65</b>
5.2.27 Pharmaceuticals.....	65
<b>Annexures.....</b>	<b>68</b>
Annexure-1 Types of Instruments .....	68
Annexure-2 Provisions Relating to Issue/Transfer of Shares.....	71
Annexure-3 Specific Conditions in Certain Cases.....	84
Annexure-4 Total Foreign Investment i.e. Direct and Indirect Foreign Investment in eligible Indian entities.....	88
Annexure-5 Remittance, Reporting and Violation.....	93
Annexure-6 Conditions for Broadcasting Sector .....	97
Annexure-7 Conditions for Industrial Parks.....	101

Annexure-8 Permissible limits under portfolio investment schemes through stock exchanges for /FPIs and NRIs.....	103
Annexure - 9 Certificate to be furnished by the Prospective Investor as well as the Prospective Recipient Entity .....	106
Abbreviations.....	107

(f) A wholesale/cash & carry trader can undertake retail trading, subject to the conditions as applicable. An entity undertaking wholesale/cash and carry as well as retail business will be mandated to maintain separate books of accounts for these two arms of the business and duly audited by the statutory auditors. Conditions of the FDI policy for wholesale/cash and carry business and for retail business have to be separately complied with by the respective business arms.

#### 5.2.15.2 E-COMMERCE ACTIVITIES

Sector/Activity	% of Equity/ FDI Cap	Entry Route
E-commerce activities	100%	Automatic

5.2.15.2.1 Subject to provisions of FDI Policy, e-commerce entities would engage only in Business to Business (B2B) e-commerce and not in Business to Consumer (B2C) e-commerce.

#### 5.2.15.2.2 DEFINITIONS:

- i) **E-commerce-** E-commerce means buying and selling of goods and services including digital products over digital & electronic network.
- ii) **E-commerce entity-** E-commerce entity means a company incorporated under the Companies Act 1956 or the Companies Act 2013 or a foreign company covered under section 2 (42) of the Companies Act, 2013 or an office, branch or agency in India as provided in section 2 (v) (iii) of FEMA 1999, owned or controlled by a person resident outside India and conducting the e-commerce business.
- iii) **Inventory based model of e-commerce-** Inventory based model of e-commerce means an e-commerce activity where inventory of goods and services is owned by e-commerce entity and is sold to the consumers directly.
- iv) **Marketplace based model of e-commerce-** Marketplace based model of e-commerce means providing of an information technology platform by an e-commerce entity on a digital & electronic network to act as a facilitator between buyer and seller.

#### 5.2.15.2.3 GUIDELINES FOR FOREIGN DIRECT INVESTMENT ON E-COMMERCE SECTOR

- i) 100% FDI under automatic route is permitted in marketplace model of e-commerce.

ii) FDI is not permitted in inventory-based model of e-commerce.

#### 5.2.15.2.4 OTHER CONDITIONS

- i) Digital & electronic network will include network of computers, television channels and any other internet application used in automated manner such as web pages, extranets, mobiles etc.
- ii) Marketplace e-commerce entity will be permitted to enter into transactions with sellers registered on its platform on B2B basis.
- iii) E-commerce marketplace may provide support services to sellers in respect of warehousing, logistics, order fulfillment, call centre, payment collection and other services.
- iv) E-commerce entity providing a marketplace will not exercise ownership or control over the inventory i.e. goods purported to be sold. Such an ownership or control over the inventory will render the business into inventory-based model. Inventory of a vendor will be deemed to be controlled by e-commerce marketplace entity if more than 25% of purchases of such vendor are from the marketplace entity or its group companies.
- v) An entity having equity participation by e-commerce marketplace entity or its group companies, or having control on its inventory by e-commerce marketplace entity or its group companies, will not be permitted to sell its products on the platform run by such marketplace entity.
- vi) In marketplace model goods/services made available for sale electronically on website should clearly provide name, address and other contact details of the seller. Post sales, delivery of goods to the customers and customer satisfaction will be responsibility of the seller.
- vii) In marketplace model, payments for sale may be facilitated by the e-commerce entity in conformity with the guidelines of the Reserve Bank of India.
- viii) In marketplace model, any warrantee/ guarantee of goods and services sold will be responsibility of the seller.
- ix) E-commerce entities providing marketplace will not directly or indirectly influence the sale price of goods or services and shall maintain level playing field. Services should be provided by e-commerce marketplace entity or other entities in which e-commerce marketplace entity has direct or indirect equity participation or common

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH SITTING AT NEW DELHI  
ORIGINAL APPLICATION NO. 164/2025**

**IN THE MATTER OF:**

HARIYALI WELFARE SOCIETY

...APPLICANT

VERSUS

MS. FLIPKART LOGISTICS PRIVATE LIMITED & ORS...RESPONDENTS

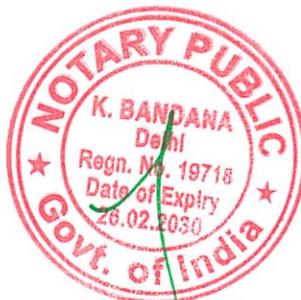
**REPLY FILED ON BEHALF OF AMAZON SELLER SERVICES  
PRIVATE LIMITED/RESPONDENT NO. 2**

**AFFIDAVIT IN SUPPORT OF REPLY**

I, Richa Bakshi, D/o Shree Dinesh Bakshi, aged about 36 year, Authorised Representative of Amazon Seller Services Private Limited having its office at 14<sup>th</sup> Floor, International Trade Tower, Nehru Place, New Delhi-110019, do hereby solemnly affirm and declare as under:-

1. That I am the authorised signatory of Amazon Seller Services Private Limited and as such I am well-versed with the facts of this case.
2. That the annexed Reply has been prepared on my instructions which is based on my personal knowledge as per available documents, records, and legal advice rendered by my advocate.
3. That this affidavit may be treated as part and parcel of my annexed reply.

Verification:-



*Richa Bakshi*  
DEPONENT

Verified that the contents of my above affidavit are true and correct to the best of my knowledge and nothing has been concealed therein. Verified at New Delhi on

Somyadeep Bahani



IDENTIFIED

18 SEP 2025

ATTESTED  
NOTARY PUBLIC DELHI  
Govt. of India



**BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI**

**ORIGINAL APPLICATION NO. 164/2025**

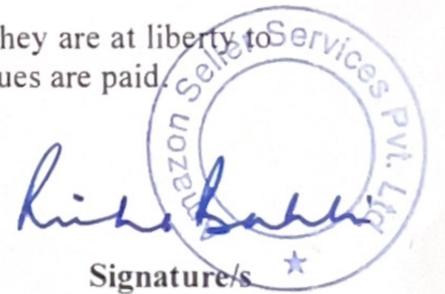
<b>Hariyali Welfare Society</b>	<b>M/s. Flipkart Logistics Private Limited &amp; Ors</b>
APPLICANT	OPPOSITE PARTIES

I, I, Richa Bakshi, d/o Mr. Dinesh Bakshi, aged about 36 years, working as Senior Corporate Counsel with Respondent No. 2, M/s. Amazon Seller Services Limited having its office at 14<sup>th</sup> Floor, International Trade Tower, Nehru Place, New Delhi – 110019, do hereby solemnly affirm and declare as under, the Authorized Signatory on behalf of the Amazon Seller Services Private Limited., do hereby appoint and retain, ADV. SUHAAN MUKERJI (WB/1506/2002), ADV. HARSH HIROO GURSAHANI (MAH/3904/2010), ADV. ADARSH KUMAR (D/9403/2018), ADV. SAYANDEEP PAHARI (D/7543/2018), ADV. TANMAY SINHA (D/1128/2022) Advocates, to appear, act and plead for me in the above matter and to conduct/prosecute and defend the same in all interlocutory or miscellaneous proceedings connected with the same or with any decree or orders passed therein appeals and or other proceedings arising there from and also in proceedings for review of judgment and to obtain return of any documents filed therein or receive any money which may be payable to me.

I hereby authorize them on my behalf to enter into a compromise in the above matter, to execute any decree/order therein to appeal from any decree/order/therein and to appeal to act to plead in such appeal in any preferred by any other party from any decree/other therein.

I further agree that if I fail to pay the fees agreed upon or to give due instructions at all stages they are at liberty to retire from the case and recover all amounts due to him/them and retain all our monies till such dues are paid.

Executed by me on this 18<sup>th</sup> day of August at New Delhi

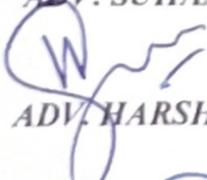
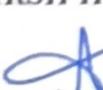


Signature/s

Executants/are personally known to me and he/has/they have signed before me/us Satisfied as to the identity of executant/s Signature/s

(Where the executant/s are illiterate, blind or unacquainted with the language of vakalath)

Certified, that the contents were explained to the executant/s in my presence in **English** Language known to him/them who appear/s perfectly to understand the same and has/have signed in the presence.

Accepted  
  
 ADV. SUHAAN MUKERJI (WB/1506/2002)  
  
 ADV. HARSH HIROO GURSAHANI (MAH/3904/2010)  
  
 ADV. ADARSH KUMAR (D/9403/2018)  
  
 ADV. SAYANDEEP PAHARI (D/7543/2018)  
  
 ADV. TANMAY SINHA (D/1128/2022)

**Address for Service**