



Winwell.ng Seller Terms and Conditions

Contents

1. Introduction
2. Seller stores
3. Description of goods
4. The products
5. Product listings
6. Pricing
7. Fulfilment, packaging, and delivery
8. Remittances
9. Value-added services
10. Commissions and fees
11. Value-added services
12. VAT and other taxes
13. Confidentiality and data privacy
14. Breaches of seller terms and conditions
15. Miscellaneous
16. Termination of Agreement.

1. Introduction

a) Winwell.ng Limited (hereinafter referred to as "winwell.ng ") operates an e-commerce platform consisting of a website (hereinafter referred to as

(“marketplace”), together with supporting logistics and payment infrastructure, for the sale and purchase of health and beauty, personal care, supplementations, medications, and home care products in Nigeria.

- b) These seller terms and conditions shall apply to all sellers on the marketplace, together with other winwell.ng policy documents.
- c) If you register with our marketplace as a seller:
- i. you accept these seller terms and conditions and all other winwell.ng's codes, policies, and guidelines, as may be amended by it from time to time and which form an essential part of the terms upon which you may use the marketplace.
 - ii. You may not register with our marketplace as a seller if you are an employee or family of an employee of Winwell.ng unless Winwell.ng has approved the registration in accordance with its conflict-of-interest procedures.

2. Seller stores

- a) If you register with our marketplace as a seller, you will be able to create a store on the marketplace, using the “**Seller Centre**” portal.
- b) Seller stores that are submitted will be reviewed for validation which will be granted at Winwell.ng 's discretion before they begin operation.

c) You shall be solely responsible for your products, store, and listings and you hereby agree that:

- i. you will obtain all licenses or approvals required for the sale of your products on the marketplace; and
- ii. You shall only open one Seller Centre account for a legitimate business reason and this shall be determined at the winwell.ng's discretion.

d) You will conduct your business on the marketplace:

- i. in compliance with the Winwell.ng codes, policies, and guidelines as published on the marketplace from time to time.
- ii. with skill and care, and by cooperating with and acting in good faith towards Winwell.ng and the buyers.
- iii. in accordance with ethical business practices and industry best practices; and
- iv. in compliance with all applicable laws in force from time to time, including, without limitation all laws, statutes regulations, and other enactments of the territory and The Corrupt Practices and Other Related Offences Act 2000.

e) Without prejudice to its other rights, winwell.ng reserves the right to suspend and/or delete any seller store that violates these seller terms and conditions, the general terms and conditions, or any of its policies, or guidelines.

3. DESCRIPTION OF GOODS

The only products that may be listed on our marketplace are products falling within the product categories listed in Exhibit A below.

4. The products

- a) You must not promote, buy, or sell, through our marketplace any product that:
 - i. consists of or contains material that contravenes the rules on content in the general terms and conditions; or
 - ii. breaches any laws or regulations or infringes any person's intellectual property rights or other rights or gives rise to a cause of action against any person, in each case in any jurisdiction and under any applicable law.
 - iii. is or relates to narcotics, steroids, or controlled substances; pornography; obscene, indecent, or sexually explicit materials; swords, firearms, or other weapons; ammunition for any weapon; or items that are otherwise prohibited.
- b) Winwell.ng operates a zero-tolerance approach to counterfeit products and any attempt to sell counterfeit products on its marketplace or other breaches of our Anti-Counterfeit Policy will incur a penalty
- c) Promptly, following receipt of a written request from it, you must supply winwell.ng with any information and documentation that it may reasonably request to ascertain the authenticity of the products.

5. Product listings

- a) You shall not publish more than one listing in respect of each product.
- b) You shall be responsible for listing your products on the marketplace by uploading to the Seller Centre a completed product page which shall include prices, detailed information, specifications, description and images in respect of each product.
- c) You accept to be solely responsible for all listings submitted to our marketplace and you agree that all listings must:
 - i. Constitute genuine listings relating to products that comply with the categories and rules set out in section 4; include all such information, specifications, and instructions as may be required in accordance with all applicable laws and regulations, including in respect of consumer protection
- d) Listings that are submitted may be individually scrutinized and validated, at winwell.ng's discretion, before they are published on the marketplace, and you agree that there may be a lead time between submission of the product page to the Seller Centre and the publishing of the Product page on the marketplace due to time required for winwell.ng's quality control operations.
- e) Without prejudice to its other rights, winwell.ng reserves the right to reject or delete any listings that breach these seller terms and conditions, or any Winwell.ng's codes, policies, or guidelines.
- f) You must keep your listings up to date. You must deactivate any listings in respect of products that are no longer available.

g) You agree that:

- i. notwithstanding that winwell.ng approves any listings, you shall be fully responsible for the same; and
- ii. winwell.ng reserves the right to impose fines or penalties for breach of this Section 5, without prejudice to its other rights.

6. Pricing

- a) You shall be solely responsible for setting the price of your products on the marketplace, which may be amended through the Seller Centre from time to time
- b) All prices of products listed on the marketplace shall be inclusive of VAT and any other tax applicable to the transaction and in the currency of the territory.
- c) The pricing of your products shall comply with all applicable laws.

7. Fulfilment, Packaging, and Delivery

- a) Winwell.ng upon receipt of purchase orders for products on its e-commerce store from customers shall place an order with the seller with the specification of the Product to be purchased being clearly stated
- b) Upon receipt of a confirmation of the purchase order from Winwell.ng, you shall:
 - i. process the order by packing and labeling the

product(s) in accordance with the Packaging Guidelines, and the customer's order.

- ii. ensure that the product conforms to Winwell.ng's instructions and buyer's specifications and is of standard uniform and quality
 - iii. deliver the products to winwell.ng's head office in accordance with the timelines, and procedures specified in the Delivery Guidelines.
- c) Winwell.ng shall inspect all products it receives, and it reserves the right to return any product that fails to meet the packaging requirements set out in the Packaging Guidelines, does not conform with the instructions and specifications, or any other product requirements set out at section 4.
 - d) You shall retain title to and ownership of the products until such time as the products are paid for, in full by the buyer to winwell.ng and the products are delivered to the buyer. Upon delivery to the buyer, ownership of the products shall be transferred to the buyer.

8. Remittances

- a) Winwell.ng shall collect payments from buyers in respect of each product purchased from the marketplace, and it shall deduct from the same its commissions and, as may be applicable, any fees, charges, taxes, penalties, refunds, and any other amounts that sellers owe to it in respect of any business whatsoever.

- b) You shall be solely responsible for ensuring that the account details that you provide are accurate and up to date and that the account is secure. Winwell.ng shall not be liable for any loss or damage to you that may result from fraud or error in respect of your account.
- c) Winwell.ng shall handover the proceeds of the sale of the products, after all, deductions pursuant to section 8a above, and remit the remaining funds to you in accordance with your chosen payment method.
- d) Payment receipt to sellers nominated account shall constitute conclusive evidence of payment and receipt.
- e) Winwell.ng shall provide sellers with an account statement, which shall include details of all proceeds of the sale of the products, deductions, and remittances.
- f) Subject to the applicable laws, winwell.ng may set off any amount owed to it by sellers against any amount that it owes to the seller, by sending a written notice of the set-off.
- g) If winwell.ng holds insufficient funds on your behalf for payment of any amounts that you owe it (your account is in debit):
 - i. you shall pay the amounts you owe to winwell.ng by such payment method as it may request; and
- h) if winwell.ng holds any of your products that have not been sold or that have been returned, it may dispose of such products and apply all proceeds of sale to discharge

any amounts that you owe it.

- i) If the seller disputes any transaction or statement of account, it must report its claim to Winwell.ng within two (2) months of the date of the relevant transaction, failing which such claim shall be deemed to be waived.

- j) Winwell.ng may delay or suspend payment to sellers in the event of an investigation of potential fraud or other breaches of this agreement.

k) Without prejudice to its other rights, winwell.ng may levy fines on you as contained in the penalty policy for violation its Packaging or delivery Guidelines.

9. Commission and fees

- a) winwell.ng shall charge you a commission in respect of each sale made on the marketplace and fees in respect of all marketplace services and any value-added services, as further stated in the commissions Policy.
- b) It may vary commissions and/or fees from time to time, on prior notice to you, and by updating the commissions and fees page on its platform. This will not affect any commission that accrues before the new rates are posted or for services that have been previously paid.
- c) It reserves the right to charge commissions and/or fees if a sale is not completed, by way of consideration for the costs of its services rendered

10. VAT and other taxes

- a) All amounts stated on the marketplace are stated inclusive of VAT and any other taxes applicable to the transaction. The seller acknowledges that:
 - i. commissions shall be calculated as a percentage of the selling price (being the price set by the seller at

the time of the order) inclusive of VAT and any other taxes charged to the buyer and commissions shall be inclusive of VAT and all other taxes thereon; and

- ii. in the event of any increase in the VAT rate or any other applicable taxes, the amount of the commission shall be automatically adjusted to ensure that Winwell.ng net revenues remain constant. The seller may, at its discretion, revise prices accordingly as provided in Section 6a above.
- iii. The seller shall be exclusively liable in respect of all taxes applicable to the transactions entered into on the marketplace with buyers, including VAT, and shall therefore be responsible for the filing, reporting, and payment of the same.

b) Should a competent tax authority determine that Winwell.ng is liable for payment of any taxes (including stamp, excise, and customs duties) in respect of the transactions, notably pursuant to sections 10a(iii) above, you hereby indemnify and hold Winwell.ng harmless in respect of the same. Winwell.ng may make tax-related deductions to payments processed by it on your behalf and remit such deducted amounts to the relevant government or tax authority.

c) Promptly following receipt of a written request from winwell.ng, sellers must supply to it any information and documentation that it reasonably requests to facilitate its compliance with its legal obligations relating to the taxation of payments made to it or processed by it. Winwell.ng may supply such information and/or documentation to regulatory authorities.

11. TERM

This Agreement shall begin on the date of execution and shall remain in full force and effect unless either Party notifies the other of its intention to terminate this Agreement.

12. Confidentiality and data privacy

All information and documents concerning the conduct of business pursuant to these general terms and conditions, including information relating to business methods, procedures, policies, and sales information, is strictly confidential unless it is already in the public domain. Sellers shall not use winwell.ng's confidential information for any purpose other than to perform their obligations under this

Agreement and shall not disclose any confidential information belonging to winwell.ng without its prior written consent.

13. Violation of Winwell.ng's policies

- a) If the seller breaches any of these seller terms and conditions, general terms, and conditions, or any of the winwell.ng's, policies or guidelines, winwell.ng may:
 - i. send the seller one or more formal warnings.
 - ii. apply penalties as provided in its Seller Penalty Policy; and/or
 - iii. suspend, prohibit, or block the seller's access to the marketplace as provided in the general terms and conditions.
 - iv. Terminate this Agreement.

- v. commence legal action against sellers, whether for breach of contract or otherwise.
- b) Winwell.ng may vary the penalties levied for breaches from time to time by updating its Seller Penalty Policy, but this will not affect any penalties that accrue before the new amounts are posted.
- c) The consequences of the breach in section 13a above shall also apply if:
 - i. sellers fail to satisfy a minimum level of operational performance to provide a satisfactory buyer experience on the marketplace; or
 - ii. if sellers receive negative ratings and reviews.

14. Miscellaneous

- a) These seller terms and conditions and other guidelines shall be governed by and construed in accordance with the laws of Nigeria.
- b) Express agreement of sellers would be

sought regarding any revisions of these seller terms and conditions and the general terms and conditions within such period as winwell.ng may specify; and if sellers do not give their express agreement to the revised versions within such period as winwell.ng may specify, sellers, shall be deemed to have consented. If sellers expressly reject any such revisions, you may be deemed by winwell.ng to have terminated the agreement and it may disable or delete your account on the marketplace.

c) These terms and conditions, along with other winwell.ng policy documents shall constitute the entire agreement between sellers and winwell.ng in relation to the sellers' use of the marketplace and shall supersede all previous agreements between winwell.ng and sellers in relation to the use of the marketplace.

15. NOTICE OF TERMINATION

Without prejudice to winwell.ng's rights under this agreement, either Party may terminate this Agreement by giving 30 (thirty) days' notice in writing to the other party. Termination of this agreement

shall not affect the accrued rights and obligations of either party.

Kindly sign below your acceptance of the terms of this contract as stated above.

We look forward to a mutually beneficial relationship with you.

Yours Faithfully,
For: Winwell.ng Ltd

Fikemi Awe
Business Unit Manager

Acknowledgment:

I, _____ on behalf of
----- agree to the terms and
conditions stated above.

Name: _____

Signature: _____

Date: _____

**Please sign Acknowledgment and send Scanned copy
to fikemi.awe@codixgroup.com**