



RETAILER BUYING TERMS & CONDITIONS

WEBSITE TERMS OF USE FOR REGISTERED RETAILERS

Welcome to Qualitail

These Retailer Buying Terms & Conditions ("Terms") govern the access to and use of the Qualitail Platform and apply to all purchases, memberships, services and commercial interactions between Qualitail and registered Retailers.

Qualitail is a business-to-business (B2B) commerce platform that enables Retailers to discover, purchase and commercially engage with products and services made available through the Platform by participating manufacturers, brands and other authorised sellers.

By creating an account, completing Know Your Customer (KYC) verification, purchasing a Membership, browsing the Platform, placing an order, or otherwise accessing or using the Qualitail Platform, you acknowledge that you have read, understood and agree to be legally bound by these Terms, together with all policies incorporated by reference, including the Delivery Policy, Return & Replacement Policy, Payment & Credit Policy and Privacy Policy.

If you do not agree to these Terms, you must not access, register on or use the Qualitail Platform.

1. Eligibility & Registration

Retailers must complete KYC verification before placing any order. Qualitail reserves the right to approve, reject, suspend, or deactivate any retailer account at its sole discretion, without prior notice.

2. Product Availability

All products listed on the Platform are subject to stock availability. Products may become temporarily or permanently unavailable due to high demand, manufacturer production schedules, supply-chain constraints, seasonal factors, or other valid business reasons. Qualitail does not guarantee continuous availability of any product.

3. Order Placement & Confirmation

Orders placed by a Retailer are treated as purchase requests and become confirmed only after verification and acceptance by Qualitail. Qualitail may accept, partially fulfil, modify, or decline any order at its discretion.

4. Delivery Timeline

Delivery is generally completed within up to 15 working days from the date the order is confirmed by Qualitail. Actual delivery timelines may vary based on product availability, manufacturer dispatch schedules, transportation, and serviceable location.

5. Pricing

All prices displayed on the Platform are exclusive of applicable taxes unless stated otherwise. Final billing is based on the price applicable on the date of invoice generation.

6. MRP, Margin, Offers & Schemes

Qualitail and its participating brands/manufacturers reserve the right to revise Product Prices, MRP, Retailer Margins, Trade Schemes, Offers, Discounts, Promotional Benefits, Packaging, or Product Weight at any time, without prior notice, based on market conditions, manufacturer policy, or business requirements.

7. Retailer Margin

Margins are determined brand-wise and product-wise, and may vary depending on category, ongoing promotional campaigns, and manufacturer policy.

8. Payment Terms

Subject to the payment model approved for the Retailer:

- Payment is due within 48 hours after the product is sold, or
- Payment is due within up to 90 days from the invoice date for the full billed amount, with eligible unsold stock returnable as per Clause 9.

Payment terms may differ by manufacturer, brand, or product category, and are subject to Qualitail's approval.

9. Returns & Unsold Stock

Where approved under the applicable brand/return policy, eligible unsold products may be returned. Returns are subject to shelf life, product condition, and manufacturer approval. Products damaged due to improper storage, mishandling, tampering, or expiry caused by retailer negligence are not eligible for return or credit.

10. Marketing & Sell-Through Support

Qualitail supports Retailers in selling products purchased through the Platform via digital promotions, retail campaigns, consumer awareness activities, product visibility drives, and seasonal promotions, where applicable to the brand/campaign/city.

11. HORECA & D2C Opportunities

Eligible Retailers may access opportunities to supply products to Hotels, Restaurants, Cafés, Institutions, or directly to consumers (D2C). Retailers fulfilling such orders may earn up to 20% margin, subject to order-specific commercial terms.

12. Order Cancellation

Orders may be cancelled only before dispatch is confirmed. Once dispatched, cancellation is not possible except as permitted under the applicable Return Policy.

13. Product Images

Images are for representation purposes only. Actual packaging, weight, colour, design, or appearance may vary.

14. Limitation of Liability

Qualitail operates as a Retail B2B Marketplace connecting manufacturers/brands with retailers. Qualitail is not liable for manufacturer production delays, transportation delays, force majeure events, regulatory changes, or other circumstances beyond its reasonable control.

15. Electronic Communications

By registering on the Platform, the Retailer consents to receive communications from Qualitail electronically, including through email, SMS, WhatsApp, mobile notifications, dashboard notifications, invoices and other digital communication channels. Such electronic communications shall constitute valid and sufficient notice for all purposes relating to the Retailer's use of the Platform.

16. Account Security

The Retailer is solely responsible for maintaining the confidentiality of its login credentials, passwords, one-time passwords (OTPs) and account access. Any activity carried out through the Retailer's account shall be deemed to have been authorised by the Retailer. Qualitail shall not be liable for any loss arising from unauthorised access resulting from the Retailer's failure to safeguard its account credentials.

17. Fraud Prevention & Platform Security

Qualitail reserves the right to verify any order, payment, identity, business information or transaction where it reasonably suspects fraud, unauthorised activity, misuse of the Platform or any violation of these Terms. Qualitail may temporarily suspend orders, restrict account access, request additional documentation or take any other reasonable action necessary to protect the Platform, participating manufacturers, retailers or its business operations.

18. Intellectual Property

All content available on the Platform, including but not limited to trademarks, logos, brand names, software, product catalogues, photographs, graphics, designs, text and other proprietary material, is owned by or licensed to Qualitail or the respective rights holders and is protected under applicable intellectual property laws. Except as expressly permitted, no content may be copied, reproduced, modified, distributed or commercially exploited without prior written permission from the respective owner.

19. Force Majeure

Qualitail shall not be liable for any delay, interruption or failure in performing its obligations due to events beyond its reasonable control, including but not limited to natural disasters, floods, pandemics, strikes, labour disputes, transportation disruptions, government actions, regulatory restrictions, cyber incidents, internet outages, power failures, manufacturer production delays or other unforeseen events affecting business operations.

20. Suspension of Platform Access

Without limiting any other rights available under these Terms, Qualitail may temporarily suspend or restrict the Retailer's access to the Platform where it reasonably believes that:

- these Terms have been breached;
- payment obligations remain outstanding;
- fraudulent or suspicious activity has been detected;
- the Platform, participating manufacturers or other users may be exposed to legal, financial or operational risk; or
- suspension is necessary for maintenance, security or regulatory compliance.

Where reasonably practicable, Qualitail shall restore access once the relevant issue has been resolved.

21. Changes to Terms

Qualitail may update these Terms & Conditions at any time. Continued use of the Platform after an update constitutes acceptance of the revised terms.

22. Severability

If any provision of these Terms is held to be invalid, illegal or unenforceable by a court or competent authority, the remaining provisions shall continue in full force and effect.

23. Waiver

Failure or delay by Qualitail in exercising any right or remedy under these Terms shall not constitute a waiver of that right or prevent its future exercise.

24. Assignment

Qualitail may assign, transfer or novate its rights and obligations under these Terms to any affiliate, successor, purchaser or entity forming part of a corporate restructuring without obtaining the Retailer's prior consent. The Retailer may not assign, transfer or delegate any rights or obligations under these Terms without Qualitail's prior written approval.

25. Entire Agreement

These Terms, together with the Privacy Policy, Delivery Policy, Return & Replacement Policy, Payment & Credit Policy and any other policies expressly incorporated by reference, constitute the entire agreement between Qualitail and the Retailer regarding the use of the Platform and supersede all prior discussions, communications or understandings relating to the same subject matter.

26. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of India. The Parties shall endeavour to resolve any dispute through mutual discussions. If the dispute is not resolved within thirty (30) days, it shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Pune, Maharashtra, and the proceedings shall be conducted in the English language. Subject to the foregoing, the courts at Pune, Maharashtra, shall have exclusive jurisdiction over all matters arising out of or relating to these Terms.