



Marketplace Seller Agreement

A COMPREHENSIVE SELLER AGREEMENT FOR ONE MARKETPLACE SELLER

Seller Agreement

This One Marketplace Seller Agreement ("Agreement") is made and entered into on the date of submission to be a Seller, between website user/customer, through onewholesale.ca its duly Authorized Representative (hereinafter referred to as "Seller"), of the First Part; AND onewholesale.ca (hereinafter referred to as "Company"), represented as the Second Part. This Agreement shall be effective from the first day of trade between Parties.

Whereas

- A. Seller is engaged in E-Commerce Sales.
- B. Company owns onewholesale.ca marketplace located at the following URL:
<http://www.onewholesale.ca> hereinafter referred to as the "ONE marketplace" and have many registered users to whom Company various services.
- C. Seller will set up an online account on onewholesale.ca marketplace and has offered to sell its products through the said online marketplace, Company has agreed to create the said online account upon the following terms and conditions.
- D. The above referred Seller and Company are hereinafter collectively referred to as "Parties" and individually as "Party".

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1. Definitions

For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to them under this Article.

Company

Shall mean onewholesale.ca marketplace

Customer

Shall mean any individual, group of individuals, firm, company or any other entity placing an order for the Products of the Seller through the marketplace.

Effective Date

Shall mean the date on which this Agreement is executed by receipt of the first freight from the seller.

Form

Shall mean Form for E-commerce Service Agreement to be filled in and executed by the Seller at the time of execution of this Agreement annexed hereto as Annexure "A".

Seller

Shall mean the entity incorporated or otherwise more specifically described hereinabove, which sells its products through the online marketplace and more particularly described in the attached "Form".

Order

Shall mean an order for purchase of products wherein customer has agreed to purchase the product upon the terms and conditions and at the Price indicated on the online page of the Seller.

Products

Shall mean merchandise items of the Seller put up for sale Online by the Seller.

Price

Means the sale price of a product exclusive/inclusive of delivery charges and applicable taxes.

Shipping Charges

Shall mean the logistics/courier/postal charges including all taxes incurred for delivering the product(s) to the Customer.

Commission

Shall mean the margin per transaction charged by the Company to the Seller at the rates agreed to between the parties, upon the sale of product.

MSQ

Shall mean Monthly Sales Quantity, defined as the total number of individual units of a specific product sold through the website within a single calendar month.



2. Arrangement

2-1. The Company shall offer to the Seller its services for facilitating the online sale of the Seller's products. For this arrangement:

1. B2B Transactions (Fulfilled by OWS):

- The Company shall deduct 25% commission from the sold price in B2B transactions for sales facilitated and fulfilled by the Company.

2. B2B Transactions (Ship Your Own):

- For sellers opting to use the "Ship Your Own" shipping method, the commission shall be reduced to 15% of the sold price, reflecting the Seller's responsibility for managing the shipping process.

These commission rates are applicable as specified under the terms of this agreement and are subject to periodic review by the Company.

2-2. Based on mutual discussions, it is agreed by and between the parties hereto that the Company shall facilitate the sale of the Seller's products on its online platform, categories, and sales channels through E-distribution. This arrangement shall be governed by the terms outlined in this agreement.

The Seller further agrees and acknowledges:

1. The shopping transactions shall be governed by this Agreement.
2. The commission structure will vary based on the Seller's chosen shipping method:
 - Fulfilled by OWS: A 25% commission will apply for products sold and shipped by the Company.
 - Ship Your Own: A 15% commission will apply for products sold by the Company but shipped by the Seller.

These terms ensure flexibility and transparency for both parties while providing clarity on operational responsibilities and commission structures.



3. Consideration and Payment Terms

The Company shall offer to the Seller its services for facilitating the online sale of the Seller's products. For this arrangement, the commission structure will be as follows:

3-1. Commission Rates

Fulfilled by OWS: The Company shall deduct a 25% commission from the sold price in B2B transactions where the Company facilitates and fulfills the sale.

Ship Your Own: For sellers choosing the "Ship Your Own" option, the commission shall be reduced to 15% of the sold price, reflecting the Seller's responsibility for shipping the order directly to the customer.

3-2. Sale Facilitation

Based on mutual discussions, it is agreed by and between the parties hereto that the Company shall facilitate the sale of the Seller's products on its online platform, categories, and sales channels through E-distribution, subject to the terms and conditions hereinafter contained.

The Seller further agrees and acknowledges that:

1. The shopping transactions shall be governed by this Agreement.
2. Payment collection for orders received through the marketplace shall be managed by the Company on behalf of the Seller.

3-3. Commission Deduction

- The Company shall charge commissions to the Seller at the rates specified above.
- Any costs incurred due to manufacturing defects, quality issues, or non-compliance shall be the responsibility of the Seller. If an order is reversed for any of these reasons, the Seller shall not be liable to pay any commissions to the Company.



4. Revised Agreement Clause

In the event that a partner fails to provide accurate or complete product information, or if the information provided requires additional processing, handling, or correction by our team, additional service charges may be applied to cover the costs associated with this extra work.

5. Obligations of the Seller

5-1. Content Management:

The Seller, through the interface provided by the Company, shall upload accurate descriptions, logos, and relevant details of their products to be displayed on the platform.

5-2. Prohibited Content:

The Seller shall not upload or sell any unlawful, illegal, objectionable, or prohibited content, including descriptions, images, or graphics that infringe intellectual property rights or violate Canadian laws.

5-3. Accurate Descriptions:

The Seller shall provide accurate and clear product descriptions to assist customers in making informed purchasing decisions.

The Company acknowledges that some of the Seller's handmade products may exhibit minor variations in size and color, which are inherent to the nature of handcrafted items.



5-4. Product Responsibility:

The Seller is responsible to list the products that have passed stringent quality control standards. If for any reason there are any shortages, misshipments, breakage or other issues with the shipment, the Company will notify the Seller within 10 business days.

The Company may not make any additional representations or modify the Seller's warranties without the Seller's prior written approval. The Company will be solely responsible for any unauthorized commitments it makes.

5-5. Inventory Maintenance and Velocity Compliance

The seller shall maintain inventory levels strictly in accordance with the Company's Inventory Guide, as provided and updated by the Company from time to time. The Seller agrees to only ship inventory that does not exceed the Monthly Sales Quantity (MSQ) - defined as the total units sold per month - assigned to each specific product category. It is the Seller's sole responsibility to monitor their sales velocity (the speed at which units are sold) and ensure that all inbound shipments are aligned with the Company's storage capacity and turnover requirements. Shipments exceeding the assigned MSQ may be subject to refusal or additional storage fees at the Company's discretion.

5-6. Shipping Requirements:

- Sellers using the "Fulfilled by OWS" option must dispatch the products as per the specifications in the Marketplace Inventory Packing List to the Company's warehouse.

- Sellers using "Ship Your Own" must adhere to the following fulfillment standards:

Processing Time: Sellers are expected to process and ship all orders within twenty-four to forty-eight (24-48) hours (or 1-2 business days) of the order being placed.

Packaging Standards: This processing window includes the time required to safely pick and pack the items in appropriate, professional packaging to prevent damage during transit.

5-7. Compliance:

The Seller shall ensure compliance with all applicable laws and regulations, including tax obligations at the local, provincial, and federal levels.



6. Warehouse & Fulfillment Standards

6-1. Inbound Shipments:

Products shipped to the Warehouse must include all items and accessories together in a single unit.

6-2. Non-Complaint Shipments:

Any additional prep work, kitting, or sorting required at the Warehouse due to non-compliant packaging will incur extra service charges billed to the Seller.

7. Company's Right

7-1. Content Moderation:

The Company reserves the right to remove, block, or modify any content uploaded by the Seller that violates this agreement or applicable laws.

7-2. Disclaimers:

The Company reserves the right to display appropriate disclaimers and terms of use on its website and sales channels.

7-3. Right to Reject and Penalize Overstock:

The Company reserves the right, at its sole discretion, to enforce the following measures to maintain warehouse health and velocity compliance:

- **Refuse Acceptance**

The Company may reject any incoming shipment, in whole or in part, that exceeds the permitted MSQ for its assigned category. Any costs incurred due to rejected freight are the responsibility of the Seller.

- **Mandatory Return**

The Company may return any excess or slow-moving inventory (items remaining unsold beyond the designated turnover timeframe) to the Seller.



- **Expense and Risk**

All such returns, whether due to MSQ violations or low sales velocity, shall be conducted at the Seller's sole risk and expense, including all applicable shipping, handling, and administrative processing fees.

8. Liability

8-1. Facilitation Role:

The Company merely facilitates the sale of the Seller's products and is not liable for their quality, design, or functionality.

8-2. Seller Responsibility:

The Seller shall indemnify the Company against claims arising from product-related issues, including quality, warranties, and compliance.

8-3. Negligence:

The Company shall not be liable for damages arising from Seller negligence or misconduct.

8-4. Damage During Storage:

The Company is responsible for the condition of the products while stored in its warehouse. The Seller is responsible for any damage that occurs during shipping from Seller to Company or that originates from the manufacturer. The Company will notify Seller within 10 business days of arrival regarding any damage, defects, mis-ships or shortages.

If such issues are found later, the Company will notify the Seller promptly, and both parties will work together to resolve the issue.

8-5. Damage During Transit:

Fulfilled by OWS: The Company is responsible for shipping damage that occurs during transit to customers.

Ship Your Own: The Seller is responsible for shipping damage that occurs during transit to customers.



9. Terms, Termination and Effects of Termination

9-1. Agreement Term:

The agreement shall continue until terminated by either party with 30 days' written notice.

9-2. Post-Termination:

Upon termination, the Company will remove the Seller's products and links from the marketplace immediately, without liability for any direct or indirect losses.

When this Agreement ends, the Seller has 30 days to pick up any remaining inventory from the Company's warehouse. The Seller will be responsible for any costs related to picking up, returning, or disposing of the inventory.

The Company will help with the return process and won't charge the Seller for storage or handling during those 30 days.

If the Seller doesn't collect the inventory within 30 days, the Company may either:

- Continue storing it at the Seller's cost, or
- Send written notice and then sell or dispose of the inventory in a reasonable way. Any money made from the sale, after deducting reasonable costs, will go to the Seller.

Ending the Agreement doesn't affect any payments the Company still owes the Seller for orders already delivered.

10. Intellectual Property Rights

Each party retains its intellectual property rights, including trademarks and logos, except as explicitly stated in this agreement.

10-1. Restrictions on Brand Use and Data Extraction

The Seller is strictly prohibited from utilizing the Company's brand name, trademarks, trade names, or logos to promote, advertise, or driver traffic to the Seller's external websites, competing marketplaces, or third-party brands.

Furthermore, any data, product listings, pricing structures, customer information, or proprietary business intelligence gained, accessed, or extracted through the One marketplace is the sole property of the Company. Such information shall not be used, reproduced, scraped, redistributed, or exploited in any manner or medium without the express, prior written consent of the Company. Any unauthorized use of the brand or data under this section constitutes a material breach of contract and will result in immediate account termination and potential legal action.

11. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

12. Limitation of Liability

Neither party shall be liable for indirect, incidental, or consequential damages except in cases of breach of contract or deliberate harm.

13. Relationship of Parties

This agreement establishes an independent contractor relationship between the Seller and the Company, with no agency or partnership implied.

14. Effective Date Based on Agreement or Action

This Agreement shall become effective upon the earlier of (i) the date both parties indicate their agreement, whether verbally, in writing, or through electronic means, or (ii) the commencement of activities that demonstrate mutual assent to the terms herein, such as the provision of goods or services contemplated by this Agreement.



Inventory Guide

Category	Type	Quantity (Box) Per Option
Bong · Rig · Hookah	Glass Bong	New · Seasonal Items: 1 Box 0 - 4 Units Sold / Month: 1 Box 5 - 19 Units Sold / Month: 2 Box(s) 20+ Units Sold / Month: Up to 3 Box(s)
	Metal Bong	
	Acrylic Bong	
	Ceramic Bong	
	Resin · Silicone · Plastic Bong	
	Glass Rig	
	Wooden Rig	
	Resin · Silicone Bong	
	Hookah	
	Bundle	
Accessory	Bowl · Banger · Oil Burner	New · Seasonal Items: 1 Box 0 - 19 Units Sold / Month: 1 Box 20 - 94 Units Sold / Month: Up to 2 Box(s) 95+ Units Sold / Month: Up to 3 Box(s)
	Downstem · Bowlstem	
	Cap · Dabber · Insert · Clip · Nail	
	Ashcatcher · Percolator · Filter · Mouthpiece	
	Cleaning Plug · Cap	
	Adaptor · Converter	
	Flavour	
	Other	



Inventory Guide

Category	Type	Quantity (Box) Per Option
Vaporizer	Vaporizer	New · Seasonal Items: 1 Box 0 - 4 Units Sold / Month: 1 Box 5 - 19 Units Sold / Month: 2 Box(s) 20+ Units Sold / Month: Up to 3 Box(s)
	510 Battery	
	Dry Herb Vape	
	Analog Vape	
	Part · Accessory	
Smoking Pipe	Glass Pipe	New · Seasonal Items: 1 Box 0 - 4 Units Sold / Month: 1 Box 5 - 59 Units Sold / Month: 2 Box(s) 60+ Units Sold / Month: Up to 3 Box(s)
	Metal Pipe	
	Wooden Pipe	
	Silicone Pipe	
	Resin Pipe	
	Ceramic Pipe	
	Quartz · Stone Pipe	
	Nectar Collector	
	Dugout	
	Blunt	
	One Hitter	
	Mug Pipe	
	Oil Burner	
	Bundle	



Inventory Guide

Category	Type	Quantity (Box) Per Option
Rolling Paper · Pre-rolled Cone · Blunt Wrap	Single Wide Size	New · Seasonal Items: 1 Box 0 - 9 Units Sold / Month: 1 Box 10 - 59 Units Sold / Month: 2 Box(s) 60+ Units Sold / Month: Up to 3 Box(s)
	1 - 1/4" Size	
	Double Wide Size	
	Roll	
	King Size	
	Pre-rolled Cone	
	Pre-rolled Cone (Bulk · Tower)	
	Pre-rolled Cone (Display Pack)	
	Blunt Wrap	
Accessory	Filler · Poker	
	Roller	
	Cutter	
	Filter Tip	
	Bowl	
	Holder	
	Case	
	Tray	
	Bundle	



Inventory Guide

Category	Type	Quantity (Box) Per Option
Grinder	Regular grinder	New · Seasonal Items: 1 Box 0 - 4 Units Sold / Month: 1 Box 5 - 19 Units Sold / Month: 2 Box(s) 20+ Units Sold / Month: Up to 3 Box(s)
	Herb Saver Grinder	
	Electronic Grinder	
	Display Pack	
	Accessory	
Ashtray	Glass Ashtray	
	Acrylic Ashtray	
	Resin Ashtray	
	Wooden Ashtray	
	Silicone Ashtray	
	Metal Ashtray	
	Plastic Ashtray	
	Ceramic Ashtray	
Lighter · Torch · Accessory	Lighter	
	Match	
	Torch	
	Butane · Fluid	
	Charcoal	
	Accessory	



Inventory Guide

Category	Type	Quantity (Box) Per Option
Air Filter	Air Filter	New · Seasonal Items: 1 Box 0 - 9 Units Sold / Month: 1 Box 10 - 59 Units Sold / Month: 2 Box(s) 60+ Units Sold / Month: Up to 3 Box(s)
	Refill	
	Display Pack	
Hemp Wick	Single Pack	
	Display Pack	
Cleaning Supplies	Brush	
	Wipe	
	Cleaner	
Humidor	Humidor	
Screen	Glass Screen	
	Metal Screen	
Extractor	Extractor	
Pollen Press	Pollen Press	
Scale	Digital Scale	
	Analog Scale	
	Weight	



Inventory Guide

Category	Type	Quantity (Box) Per Option
Storage · Organization	Zip Bag	New · Seasonal Items: 1 Box 0 - 4 Units Sold / Month: 1 Box 5 - 19 Units Sold / Month: 2 Box(s) 20+ Units Sold / Month: Up to 3 Box(s)
	Pouch	
	Bag	
	Case	
	Jar	
	Tube	
	Vial	
	Diverson Bottle	
	Stash Box	
	Bundle	
DIY Kit	Edible Mix	
	Mold	
	Kit	
Detox · Drink	Detox	
	Energy Drink	
Toys · Decoration	Flag · Sign	
	Balloon	
	Game	
	For Pet	
	Holiday · Anniversary	
	Book	
	Gadget · etc	
Fragrance	Candle	
	Incense	
	Diffuser	
	Odour Eliminator Spray	



Inventory Guide

Category	Type	Quantity (Box) Per Option
Health & Beauty	Skincare	
	Salt	
Supplement	Condom	New · Seasonal Items: 1 Box 0 - 9 Units Sold / Month: 1 Box 10 - 59 Units Sold / Month: 2 Box(s) 60+ Units Sold / Month: Up to 3 Box(s)
	Bandage	
	Detox	
	Eye Drop	
	Supplement	
	For Pet	
Power · Electronic	Battery	New · Seasonal Items: 1 Box 0 - 4 Units Sold / Month: 1 Box 5 - 19 Units Sold / Month: 2 Box(s) 20+ Units Sold / Month: Up to 3 Box(s)
	Charging Cable · Accessory	
	Adaptor	
Repellent	Airsol	
Apparel · Accessory	Bandana	
	Hat · Toque	
	Short Sleeve	
	Long Sleeve	
	Trouser	
	Women's Clothing	
	Jewelry	
	Scarf	
	Footwear	
	Sunglasses	



Inventory Guide

Category	Type	Quantity (Box) Per Option
Nativity Set	Apron	New · Seasonal Items: 1 Box 0 - 4 Units Sold / Month: 1 Box 5 - 19 Units Sold / Month: 2 Box(s) 20+ Units Sold / Month: Up to 3 Box(s)
	Bag	
	Flag	
	Scarf	
	Blanket	
	Accessory	
	Handcrafted	
Hunting · Survival Kit	Folding Knife	New · Seasonal Items: 1 Box 0 - 9 Units Sold / Month: 1 Box 10 - 59 Units Sold / Month: 2 Box(s) 60+ Units Sold / Month: Up to 3 Box(s)
	Baton	
	Multi Tool · Accessory	
	Sword · Machete · Axe	
	Throwing Knife	
	Fixed Blade Knife	
Gardening	Growing Equipment	New · Seasonal Items: 1 Box 0 - 4 Units Sold / Month: 1 Box 5 - 19 Units Sold / Month: 2 Box(s) 20+ Units Sold / Month: Up to 3 Box(s)
	Nutrition	



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Thank you