

# GRAY BULK VENDOR TIE-UP AGREEMENT

Version 1.0

Effective Date: \_\_\_\_\_

## BETWEEN

**Gray Cup Enterprises Private Limited**, a company incorporated under the Companies Act, 2013, bearing Corporate Identification Number (CIN) **U47211DL2025PTC457808** and Goods and Services Tax Identification Number (GSTIN) **06AAMCG4985H1Z4**, having its registered office at **FF122, Rodeo Drive Mall, GT Road, TDI City, Kundli, Sonipat, Haryana, 131030, India**, and owning and operating the **business-to-business (B2B) marketplace platform "Gray Bulk"** through the website **https://graybulk.com** (hereinafter referred to as "**Gray Bulk**", "**Company**", "**Platform**", or "**Marketplace**"),

## AND

\_\_\_\_\_, a duly organized and registered business entity having its registered office at \_\_\_\_\_, bearing GSTIN \_\_\_\_\_, PAN \_\_\_\_\_, and represented by its authorized signatory (hereinafter referred to as the "Vendor").

Gray Bulk and Vendor shall individually be referred to as a Party and collectively as the Parties.

## **1. PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which the Vendor may list, market, offer, and sell products through the Gray Bulk marketplace platform and receive settlements for transactions completed through the Platform. This Agreement is intended to govern the commercial relationship between the Parties, including product listing, order flow, logistics coordination, payment collection, settlement, compliance, confidentiality, and dispute handling.

## **2. MARKETPLACE MODEL**

Gray Bulk is a business-to-business (B2B) marketplace owned and operated by Gray Cup Enterprises Private Limited through the website graybulk.com. Gray Bulk acts solely as a technology platform that enables vendors and buyers to discover products, communicate, place orders, process payments, and facilitate settlements. Gray Bulk does not manufacture products, does not own inventory, does not provide logistics services, does not act as a freight forwarder, does not provide warehousing services, and does not determine shipping providers. The Vendor remains solely responsible for inventory, product quality, product compliance, packaging, fulfillment, and dispatch. The Buyer remains solely responsible for selecting the shipping provider and shipment method.

## **3. APPOINTMENT**

Gray Bulk hereby grants the Vendor a non-exclusive, revocable right to list and sell products through the Platform subject to compliance with this Agreement. Nothing in this Agreement shall create a partnership, agency, franchise, joint venture, employment relationship, distributorship, or exclusive arrangement between the Parties. The Vendor acknowledges that Gray Bulk may onboard multiple vendors in the same or similar product categories and may operate in parallel with other marketplace participants.

## **4. VENDOR ELIGIBILITY**

The Vendor represents and warrants that it is legally established and validly existing under applicable laws; possesses all licenses, registrations, approvals, permits, and certifications required for its business; maintains valid GST, PAN, banking details, and statutory registrations; has full authority to enter into this Agreement; and shall comply with all applicable laws and regulations. The Vendor shall immediately notify Gray Bulk of any change in ownership, management, registration status, GST registration, banking information, address, authorized signatory, or legal standing.

## **5. VENDOR ONBOARDING REQUIREMENTS**

The Vendor shall provide GST Registration Certificate, PAN Card, business registration documents, cancelled cheque, bank account details, address proof, authorized signatory documents, UBO declaration where applicable, and any additional documents reasonably requested by Gray Bulk. Gray Bulk reserves the right to conduct KYC, KYB, AML, sanctions, beneficial ownership, and compliance verification at onboarding and on an ongoing basis. Gray Bulk may suspend or reject onboarding if the Vendor fails to provide required documents or if submitted information is inconsistent, misleading, incomplete, or unverifiable.

## **6. APPROVED PRODUCT CATEGORIES**

The Vendor may sell only physical products approved by Gray Bulk and, where applicable, by the payment service providers used by Gray Bulk. Approved product categories may include tea and coffee products, agricultural commodities, spices and seasonings, packaging materials, textiles and fabrics, industrial equipment, electrical components, building materials, metals and raw materials, office supplies, consumer goods, plastic and rubber products, and paper and packaging products. The Vendor acknowledges that Gray Bulk is not designed for service-only listings and shall not be used to provide hotel supplies, restaurant supplies, hospitality services, consulting services, or other non-product service offerings unless specifically approved in writing by Gray Bulk and its payment partners.

## **7. PROHIBITED PRODUCTS**

The Vendor shall not list or sell counterfeit goods, stolen goods, illegal products, restricted products without required licenses, infringing products, hazardous products prohibited by law, or any product prohibited by Gray Bulk policies. Without limiting the foregoing, the Vendor shall not list or sell hazardous chemicals, dangerous goods, explosives, toxic substances, regulated weapons, controlled drugs, or any category restricted by law, payment service providers, or platform policy. Gray Bulk may immediately suspend, delist, or permanently remove any product that violates this clause.

## **8. PRODUCT LISTINGS**

The Vendor may submit products for listing on the Platform. The Vendor shall ensure that product descriptions are accurate, product specifications are complete, images accurately represent products, products comply with applicable laws, products do not infringe intellectual property rights, and products are available in represented quantities. Gray Bulk may reject, suspend, remove, modify, or restrict any listing without prior notice where the listing violates law, policy, payment partner requirements, or commercial standards.

## **9. SAMPLE SUBMISSION**

Where a buyer requests samples, the Vendor shall prepare and dispatch samples directly to the buyer. Sample preparation, packaging, courier, freight, and logistics costs shall be borne entirely by the Vendor unless otherwise agreed in writing. Gray Bulk shall not bear any sample-related costs. Samples must accurately represent the actual products offered. Any disputes regarding sample quality, color, specification, size, finish, packaging, or suitability shall be resolved directly between the Vendor and the buyer.

## **10. ORDER MANAGEMENT**

Orders received through Gray Bulk shall be visible in the Vendor Dashboard. The Vendor shall review orders promptly, accept or reject orders, confirm availability of inventory, and fulfill accepted orders in a timely manner. The Vendor shall communicate with the Buyer in good faith for coordination related to order specifications, dispatch readiness, and fulfillment updates. Repeated failures to review or fulfill orders may result in suspension or termination.

## **11. SHIPPING AND LOGISTICS**

Gray Bulk does not provide logistics services. The Buyer shall independently choose shipping providers and determine shipment methods. The Vendor shall coordinate directly with the Buyer and/or the Buyer's nominated logistics provider. Freight charges shall be determined directly between Vendor and Buyer. Gray Bulk shall not be responsible for freight arrangements, shipping costs, customs clearance, insurance, loss in transit, delays, or damages during transportation. All logistics risks remain between Vendor and Buyer unless otherwise expressly agreed between them in writing.

## **12. PAYMENT COLLECTION**

Buyer payments shall be collected through Gray Bulk's approved payment infrastructure. Payment methods may include CCAvenue or such other payment methods approved by Gray Bulk from time to time for Indian domestic transactions or other permitted flows. All buyer payments shall initially be received and held by Gray Bulk pending settlement, refund processing, chargeback handling, and compliance review. Receipt of payment by Gray Bulk does not by itself constitute acceptance of the order by the Vendor.

## **13. SETTLEMENT PROCESS**

The Parties acknowledge the following settlement workflow. Buyer places an order. Buyer selects a shipping provider of their choice. Buyer completes payment through Gray Bulk. Funds are received by Gray Bulk through its payment infrastructure. Vendor receives order notification through the Vendor Dashboard. Vendor

reviews and accepts the order. Vendor contacts the Buyer directly regarding shipment coordination and fulfillment requirements. Vendor prepares the order for dispatch. Vendor uploads shipment readiness photographs and related documentation. Buyer reviews shipment readiness. Gray Bulk initiates settlement processing. Settlement is released to the Vendor's verified bank account in accordance with this Agreement and Gray Bulk's internal settlement policy.

## **14. SETTLEMENT TIMELINE**

Settlement shall generally be processed within three (3) business days after order acceptance and satisfaction of settlement requirements. Settlement amounts shall be subject to marketplace commissions, payment gateway fees, applicable taxes, refunds, chargebacks, and other agreed deductions. Gray Bulk may delay or withhold settlement if fraud is suspected, compliance verification is pending, legal obligations require withholding, the transaction is disputed, or the Buyer raises a material complaint regarding the shipment readiness or product conformity. No settlement shall be made to third-party bank accounts.

## **15. COMMISSION AND FEES**

The Vendor agrees to pay Gray Bulk marketplace commissions and fees as communicated by Gray Bulk from time to time. Gray Bulk reserves the right to revise fee structures upon prior notice. Commission, gateway charges, and settlement deductions may be reflected in the Vendor Dashboard, tax documents, invoices, or settlement statements as determined by Gray Bulk. The Vendor shall not deduct amounts from the Buyer that have not been approved by Gray Bulk or disclosed in the order flow.

## **16. TAXES**

The Vendor shall be solely responsible for GST compliance, income tax obligations, filing of returns, tax invoices, and all statutory compliance arising from the Vendor's business. Gray Bulk shall not be responsible for the Vendor's tax liabilities, penalties, interest, or filings. The Vendor shall ensure that all tax-related information provided to Gray Bulk is accurate, current, and consistent with its statutory records.

## **17. QUALITY ASSURANCE**

The Vendor warrants that products conform to specifications, match approved samples, are genuine, are free from material defects, and comply with applicable standards. The Vendor remains solely responsible for product quality, grade, packaging integrity, labeling accuracy, shelf life where applicable, and fitness for sale. Gray Bulk may request supporting evidence, product photographs, test reports, certifications, or clarifications where quality concerns arise.

## **18. INTELLECTUAL PROPERTY**

The Vendor represents that it possesses all rights required to market and sell its products. The Vendor shall not upload or sell products that infringe copyrights, trademarks, patents, designs, trade secrets, or other intellectual property rights. The Vendor shall be solely responsible for all brand authorization, licensing, and authenticity documentation required for any branded goods. Gray Bulk may remove listings or suspend accounts upon receipt of an infringement complaint or where infringement is reasonably suspected.

## **19. CONFIDENTIALITY**

The Parties shall keep confidential commercial information, pricing information, customer information, business information, technical information, and all non-public information disclosed in connection with this Agreement. Confidentiality obligations shall survive termination. A Party may disclose confidential information only to the extent required by law, court order, regulatory request, or to its professional advisers on a need-to-know basis under appropriate confidentiality obligations.

## **20. NON-CIRCUMVENTION**

The Vendor acknowledges that buyers introduced through Gray Bulk constitute valuable business relationships. The Vendor shall not intentionally circumvent Gray Bulk by conducting direct transactions outside the Platform with buyers introduced through Gray Bulk for a period of twenty-four (24) months from first introduction. Violation may result in account suspension, termination, withholding of settlements, recovery of lost commissions, and legal action. This clause is intended to protect marketplace value, vendor introductions, and transaction integrity.

## **21. INDEMNIFICATION**

The Vendor shall indemnify, defend, and hold harmless Gray Cup Enterprises Private Limited, its directors, officers, employees, agents, affiliates, and representatives against any claims arising from defective products, product liability, regulatory violations, intellectual property disputes, fraud, misrepresentation, breach of this Agreement, or violation of applicable laws. The Vendor shall reimburse reasonable legal costs and expenses incurred by Gray Bulk in connection with such claims, to the extent permitted by law.

## **22. LIMITATION OF LIABILITY**

Gray Bulk acts solely as a marketplace facilitator. Gray Bulk shall not be liable for product quality issues, vendor-buyer disputes, freight disputes, shipping delays, loss of profits, indirect damages, or consequential damages. To the maximum extent permitted by law, Gray Bulk's aggregate liability shall not exceed commissions received from the Vendor during the preceding six months. Nothing in this clause shall exclude liability that cannot legally be excluded under applicable law.

## **23. SUSPENSION**

Gray Bulk may suspend Vendor access for fraud, regulatory violations, false information, repeated customer complaints, prohibited products, non-compliance with Platform policies, or any conduct that in Gray Bulk's reasonable opinion creates legal, financial, operational, or reputational risk. Gray Bulk may suspend all or part of the Vendor's account, listings, or settlement access until the issue is resolved to Gray Bulk's satisfaction.

## **24. TERMINATION**

Either Party may terminate this Agreement upon thirty (30) days written notice. Gray Bulk may immediately terminate the Agreement for material breach, fraud, illegal activity, serious compliance violations, repeated failure to fulfill orders, repeated complaints, or breach of payment partner requirements. Termination shall not affect accrued rights, confidentiality obligations, indemnity obligations, non-circumvention obligations, or any payment/settlement rights that survive termination.

## **25. FORCE MAJEURE**

Neither Party shall be liable for delays or failures resulting from events beyond reasonable control, including natural disasters, governmental actions, war, strikes, pandemics, power outages, telecommunications failures, payment network disruptions, or internet outages. The affected Party shall notify the other Party within a reasonable time and shall use commercially reasonable efforts to resume performance as soon as practicable.

## **26. GOVERNING LAW**

This Agreement shall be governed by the laws of India. The Parties agree that the Agreement shall be interpreted in a manner consistent with applicable Indian contract law, e-commerce rules, tax laws, marketplace obligations, and payment gateway compliance requirements.

## **27. DISPUTE RESOLUTION**

The Parties shall attempt to resolve disputes through mutual discussions in good faith. If unresolved within thirty (30) days, disputes shall be referred to arbitration in New Delhi, India under the Arbitration and Conciliation Act, 1996. Proceedings shall be conducted in English. The arbitral award shall be final and binding. Subject to mandatory law, the courts at New Delhi shall have jurisdiction for interim relief and enforcement.

## **28. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, discussions, negotiations, and understandings relating to its subject matter. No amendment shall be valid unless it is in writing and signed by authorized representatives of both Parties. If any provision is held invalid, the remainder shall continue in full force and effect to the maximum extent permitted by law.

## **ANNEXURE A – APPROVED AND PROHIBITED PRODUCT GUIDANCE**

Approved product categories are limited to physical goods suitable for B2B marketplace listing, including tea and coffee products, agricultural commodities, spices and seasonings, packaging materials, textiles and fabrics, industrial equipment, electrical components, building materials, metals and raw materials, office supplies, consumer goods, plastic and rubber products, and paper and packaging products. The Vendor shall not use the Platform for hotel supplies, restaurant supplies, hospitality services, consulting services, or any other non-product service offering unless expressly approved in writing by Gray Bulk and, where relevant, by the applicable payment service provider.

The following categories are strictly prohibited: hazardous chemicals, dangerous goods, explosives, toxic substances, regulated weapons, controlled drugs, counterfeit goods, stolen goods, illegal products, restricted products without licenses, and any category prohibited by applicable law, Gray Bulk policy, or payment partner rules.

## **ANNEXURE B – SETTLEMENT WORKFLOW**

1. Buyer places an order. 2. Buyer selects a shipping provider. 3. Buyer completes payment through Gray Bulk. 4. Payment is received by Gray Bulk through its approved payment infrastructure. 5. Vendor receives order notification. 6. Vendor accepts the order. 7. Vendor contacts the Buyer. 8. Vendor prepares shipment. 9. Vendor uploads shipment readiness photographs. 10. Buyer reviews the shipment readiness. 11. Gray Bulk processes settlement. 12. Settlement is released to the Vendor's verified bank account, subject to deductions and compliance checks.

## **ANNEXURE C – VENDOR DOCUMENT CHECKLIST**

- GST Registration Certificate
- PAN Card
- Business Registration Proof
- Cancelled Cheque
- Bank Statement / Bank Account Details
- Address Proof
- Authorized Signatory Documents
- UBO Declaration where applicable
- Any additional compliance document requested by Gray Bulk

## SIGNATURES

FOR GRAY CUP ENTERPRISES PRIVATE LIMITED

Company Name: Gray Cup Enterprises Private Limited

CIN: U47211DL2025PTC457808

GSTIN: 06AAMCG4985H1Z4

Registered Office: FF122, Rodeo Drive Mall, GT Road, TDI City, Kundli, Sonipat, Haryana, 131030, India

Authorized Signatory Name: Arjun Aditya

Designation: Director

Digital Signature

Company Digital Signature

Date: 4 June 2026

FOR THE VENDOR

Business Name: \_\_\_\_\_

GSTIN: \_\_\_\_\_

PAN: \_\_\_\_\_

Authorized Signatory Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Digital Signature

Date: \_\_\_\_\_