

## **NeML ONLINE SERVICES TERMS AND CONDITIONS OF USE**

### **I. INTRODUCTION**

The website <https://direct.neml.in/SpotLite/> and the mobile application for private trades (hereinafter collectively referred to as “KRISHIVEDH”) is operated by NCDEX e Markets Limited (NeML) having its registered office at 1<sup>st</sup> Floor,101 &101 T, Ackruti Corporate Park, LBS Marg, Kanjur Marg (W), Mumbai-400078. Please read this NeML Online Services Terms and Conditions of Use document carefully before using KRISHIVEDH. All the transactions and trades for sale/purchase of commodities entered into through KRISHIVEDH shall be governed by these Terms and Conditions of Use (“Terms”) and any further terms and conditions as may be specified or informed by NeML from time to time. By using KRISHIVEDH, you signify your assent and unequivocal agreement to be bound by the Terms contained herein, and also be bound by, guidelines, circulars and notifications issued by NeML and concerned government authorities, from time to time. These Terms constitute an electronic record published in terms of Rule 3 of the Information Technology (Intermediary Guidelines & Digital Media Ethics Code) Rules,2021 read with Information Technology Act,2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

### **II. CONDITIONS RELATING TO USE OF NEML ACCOUNT**

If you wish to use KRISHIVEDH, you will be required to become a Participant of NeML as per the norms prescribed by NeML. Post becoming NeML Participant, you shall be responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorized access to your account. You should take all necessary steps to ensure that your password is kept confidential and secured and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Nevertheless, you shall be primarily responsible for all acts, deeds and omissions, which occur by the usage of your user ID and/or password, as if the same were purported to be used by you to log into your account. NeML shall not be liable to verify the authenticity of your credentials under any circumstances whatsoever.

Please ensure that the details you provide to NeML are correct and complete and inform NeML immediately of any changes to the information that you provided when becoming NeML Participant. You can access and update much of the information you provide us. You will also be allowed to edit any personal information which you are legally allowed to edit. You agree and acknowledge that you will use your account with NeML only for the purpose of buying and selling of agricultural and non-agricultural commodities (“Commodities”) which are legally allowed to be traded and not for any illegal or unlawful purpose.

NeML reserves the right to refuse access to your account, terminate accounts, add, remove or edit content at any time without notice to you, if you violate/breach any of the Terms, General Terms or any circulars, guidelines prescribed by NeML or Rules/Regulations prescribed by any statutory or regulatory authority/body.

### **III. PRIVACY**

Please review Privacy Policy of NeML, which also governs your use of KRISHIVEDH, to understand our privacy practices. The personal information / data provided to us by you during the course of usage of KRISHIVEDH will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws. Your personal information could be shared with our business affiliates, service partners and such other entities for the purposes of facilitating or offering certain services through them. By agreeing to the terms, you expressly agree to allow such information to be shared by NeML in accordance with these Terms of Use and our Privacy Policy. If you object to your information being transferred or used, please refrain from using KRISHIVEDH.

### **IV. ACCESS TO KRISHIVEDH**

NeML will on a best effort basis ensure that the services on/to KRISHIVEDH will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, network or bandwidth problems or any event which cannot be controlled even after reasonable efforts are made by NeML, the unhindered connection cannot be guaranteed. Also, your access to KRISHIVEDH may also be occasionally suspended or restricted to allow for repairs, updates, maintenance, or the introduction of new facilities or

services at any time without prior notice. NeML will attempt to limit the frequency and duration of any such suspensions or restrictions.

NeML may also impose limits on certain features and services or restrict your access to all or certain parts of the Website / Mobile App without notice or liability. NeML may terminate or suspend you as NeML Participant, or suspend your authorization, rights and license given hereunder without assigning any reason. You should periodically revisit this Website / Mobile App to review any updates to the Terms and/or other Annexures or use and access to KRISHIVEDH and the services rendered through it.

Changes in these Terms will be effective when posted. Your continued use of KRISHIVEDH, the services and the content published after any changes to these Terms are posted will be considered acceptance of the changes.

NeML may terminate, change, suspend or discontinue any page/functionality or aspect of the Website / Mobile App without any notice whatsoever.

## **V. CONDITIONS TO BE ADHERED WHILE TRADING ON WEBSITE / APP**

### **V. I General**

1. Trade can happen 24 hours through Website/App or as specified by NeML from time to time
2. Trade would occur on KRISHIVEDH whereby buy and sell orders are matched on price-time- priority and on any other parameter/s put in place by the NeML from time to time. The order acceptance and matching would be in multiples of minimum tradable lot.
3. Offers for sale & purchase of specified commodity can be made in a minimum lot size mentioned in KRISHIVEDH.
4. The unit of price quotation shall be as mentioned in KRISHIVEDH. The orders/trades will be on delivery basis as mentioned in KRISHIVEDH and will be quoted on the basic rate i.e. exclusive of all taxes and levies.
5. All trade positions shall have to be settled by giving and taking delivery of the commodity traded.
6. The Buyers/Seller shall not be permitted to square-off their sell or buy positions. The Participant shall be permitted to modify the buy/sell quotes till the time of matching of the order on the KRISHIVEDH.
7. Short selling of commodities shall not be allowed on KRISHIVEDH. An initial margin as specified on the trading screen shall be charged from the Seller/Buyer towards their respective trade position. The percentage of margin amount towards trade position shall be as deemed and decided by NeML and shall also be subject to revision at the discretion of NeML.
8. Orders once entered on the platform would remain on the platform unless, cancelled, modified or expired. Orders to the extent not matched can be cancelled anytime. Open orders are automatically cancelled as per the order input parameters by the initiator.
9. When you place an order to purchase a Commodity, you will receive a notification confirming placement of your order. The notification is acknowledgement that you have placed your order on KRISHIVEDH however and does not confirm acceptance of your offer. The order will be deemed accepted when any party accepts your order of buying and selling of commodities. Your contract is with the other party and you confirm that the order placed by you is for business purpose only. You authorize us to declare and provide declaration to any governmental authority on your behalf stating the aforesaid purpose of the commodities ordered by you on KRISHIVEDH. You can cancel your order for a product at no cost any time before the order is matched and accepted.
10. The Seller and Buyer shall complete their respective trade obligations within the specified time limits as mentioned in KRISHIVEDH i.e. all trade positions shall result in compulsory delivery i.e. the buyer shall have to take delivery and the seller shall have to give delivery of the physical commodity.
11. The location for delivery of commodities pursuant to trades on KRISHIVEDH shall be at delivery location specified in KRISHIVEDH.

### **V.II Important Details To Be Entered For Buy/Sell**

All the below details have to be entered in KRISHIVEDH provided by the concerned buyer or seller while generating buy/sell offer.

- **Commodity Name:** Seller or buyer shall select the name of the commodity to put up for sale from the dropdown list. (In case the commodity name is not reflected in the list, please inform the NeML

representative to add the same.)

- **Delivery Mode** – Buyers and Sellers may choose one of available delivery modes for their order. Order matching happens only if delivery modes match.
- **Delivery Date:** The date on which the seller is ready to deliver the goods.
- **Location** – Location specifies districts wherein the Warehouse is located for lifting of the commodity in case of Ex-Warehouse and FOR. Buyers and seller may choose one available location/locations in the app or website. Matching happens only if locations match.
- **Order Expiry:** Number of days the offer will be active on this platform.
- **Payment Terms:** 100 % Payment (Including applicable taxes and NeML transaction charges) Buyers and seller shall choose PRP (Pre-payment) - Before Delivery but Matching happens only if Payment terms match.
- **Price:** The expected price in Rupees per Quintal/Metric Tonne/Kg/KL/Unit etc. as per the Agri and Non-Agri commodities is required to be entered.
- **Quantity:** The Quantity in metric tonnes (MT), Units, quintals, Kgs etc. for sale/buy offer is required to be entered.
- **Quality Parameters:** Seller & Buyer needs to mention the quality specifications of the stock offered (For eg. Moisture, Package, Warehouse location etc.). and can add upto 13 parameters.
- **Side:** This gives an indication whether its a sell or a buy offer.
- **Trade Types:**
  - a) **Direct Match** – This is a two-step process wherein the seller or buyer offer their stock and the other party/parties matches it. The initiator has the option to put maximum quantity & minimum bid quantity with price in the application while offering the bid and the other party has the option to match the maximum quantity or the minimum bid quantity in multiples. The other party does not have the option to change the price. Once trade is matched in the system, delivery is a must.
  - b) **Discretionary Match** – This is three-step process wherein the seller or buyer offer their stocks and other party/parties has only option to change the quantity but not the price. Once the quantity & price is offered by the parties, it's the initiator's discretion to confirm the party/parties with whom he would like to do trade. Once trade is matched in the system, delivery is a must.
  - c) **Negotiable Price** – This is a four-step process. Once the offer is initiated multiple parties can put their offer quantity and price. In this process, once the initiator allocates a party's offer the opposite party also needs to confirm the trade. Once trade is matched in the system, delivery is a must.
- **Save Template Button:** This option gives the comfort to save the template and use the same without selecting all the details again. This is commodity, Delivery mode, location, Payment Term & Trade type specific (means these fields cannot be changed). Delivery date, Order Expiry, Quality Parameters, Quantity & Price are the only fields which can be changed.
- **Submit Button:** This button allows user to submit his/her offer to all the clients on KRISHIVEDH.

### **V.III. Delivery Modes and Terms**

The delivery modes applicable for the trades conducted are listed below.

- **Ex-Warehouse:** The lifting is at the location specified in the offer by the Seller. Buyer has to arrange for Transportation. The quantity recorded at the weighbridge would be final. Once the vehicle leaves the specified location with the stock, buyer cannot claim on quality or quantity. In case of any dispute, NeML will endeavour to activate the discounting matrix for settlement. Settlement calculation will always be done as per the loading point quantity (As per weighbridge slip). The discounting matrix is mentioned as Annexure I.
- **ENWR (Electronic Negotiable Warehouse Receipts):** It is similar to Ex-Warehouse delivery

mode. In this delivery mode the buyer has the option to continue to store the stocks at the same warehouse after the trade is completed, if not interested to take delivery immediately.

- **FOR (Freight on Delivery / Delivery at Buyer specified location):** Seller needs to deliver the stock at specified location mentioned in the Offer or agreed by the both the parties. The quality and quantity will be checked at the delivery point by the buyer. In the event of the quality & quantity dispute, both the parties agree to a settlement as per the mutually agreed discounting matrix. Settlement calculation will always be done as per unloading point quantity (As per weighbridge slip).
- **FOR-CSP (Consignment Basis)** – Seller delivers the stock at the buyer specified location mentioned in the Offer or as agreed. Buyer discovers the price of the said stock and informs the seller through NeML. On confirmation of price from the Seller the settlement is done.
- **FOR-Fixed Price** - Seller delivers the stock at the buyer specified location mentioned in the Offer or agreed. Buyer & Seller agrees for a fixed price before the dispatch. The quality and quantity will be checked at the delivery point and in case any dispute will be updated accordingly.

## **V. IV SELLER AND BUYER CONDITIONS**

### **V.IV. 1 Seller Conditions**

- a. Seller covenants that he holds a clear and marketable title to the commodities placed for sale on the NeML platform and the same is free of any charge, lien or third party claims.
- b. Seller shall, place sell order through KRISHIVEDH as per the contract specifications mentioned on KRISHIVEDH.
- c. For a sell order, limit price indicates the minimum price at which the seller is willing to sell.
- d. Seller may modify his price from time to time or cancel the order before any order is matched with any Buyer as per process put in place by the NeML.
- e. Seller needs to update the actual quantity delivered in the fulfilment module available on KRISHIVEDH upon completion of the delivery.
- f. Upon receipt of sale proceeds from the Buyer, NeML will transfer the pay out to the Seller based on the actual quantity delivered, once it is confirmed and accepted by buyer on KRISHIVEDH on the same day of updation by buyer or latest by next working day.
- g. The Seller shall make available the specified commodity as per delivery conditions and timelines mentioned in KRISHIVEDH.
- h. The Seller's responsibility shall cease once the goods are delivered and accepted by Buyer and no claim of any sort from the Buyer will be entertained thereafter.

### **V.IV.2 Buyer Conditions**

- a. Buyer shall, place order through KRISHIVEDH as per the specifications mentioned in KRISHIVEDH. For a buy order, limit price indicates the maximum price at which the Buyer is willing to buy.
- b. Buyer shall have to ensure sufficient margin balance as prescribed by NeML, in the settlement account for execution of trade. The Buyer shall ensure that funds towards such margin are transferred through payment gateway to the settlement bank account of NeML and allocate towards margin balances. In the event of shortage of funds, trade shall not be executed in KRISHIVEDH.
- c. Buyer can modify quantity and price quoted or may also withdraw any buy order before the order is matched /executed on the automated KRISHIVEDH.
- d. After the matching of quotes, the buyer shall bring the full payment as per the obligation under particular trade.
- e. The buyer shall take delivery of commodities made available by the seller as per the timelines and location mentioned in KRISHIVEDH
- f. The profile of the buyer/buyer's representative will have to be created by the buyer in the Fulfilment module, prior to taking physical delivery.
- g. At the time of taking delivery the buyer/'s authorized representative shall submit such Identification proof as mandated by NeML from time to time.
- h. In ex-Warehouse delivery mode, after loading at the ex-Warehouse the buyer has to confirm the

quantity accepted and loaded in fulfillment Module at <https://posttrade.ffreshexchange> (for perishable commodities) & <https://direct.posttrade.neml.in> (for non-perishable commodities).

- i. In Freight on Delivery Mode, buyer has to confirm the quantity delivered and accepted at the specified Location in fulfillment Module.
- j. The Seller's responsibility shall cease once the goods are delivered and accepted by Buyer and no claim of any sort from the Buyer will be entertained thereafter.

#### **V.V. Deposit/Withdrawal & Transfer Of Funds:-**

- a. The respective registered Buyers and Sellers shall deposit funds for margin or sale proceeds with NeML by way of RTGS/NEFT or electronic fund transfer, in settlement account using the unique virtual account number informed by NeML to the concerned Participant.
- b. NeML would recognize only those funds balances, which are available in the NeML settlement account and received from Participant using the unique virtual account numbers.
- c. The bidder should intimate NeML for the transfer of funds through the fulfillment module on <https://posttrade.ffresh.exchange> (Perishable commodities) & <https://directposttrade.neml.in> (Non-Perishable commodities) in the manner as prescribed by NeML..
- d. Participants will be able to participate in the trade process only if requisite EMD is available in the EMD Account of that Participant with NeML.
- e. Withdrawal requests for the free funds balance of the Participant in the NeML settlement account can be placed online through the fulfillment module.
- f. The request for withdrawal of funds from the Settlement a/c will be processed within 2 bank working days.

#### **V. VI Non-Performance Of Trade Obligation**

Seller and Buyer agree that time is the essence towards completion of their obligations for a successful trade and shall abide with the timelines as detailed under Annexure II. Failure to confirm to the timelines shall lead to such strictures and penalties as laid down herein under or as specified by NeML from time to time.

##### **A. Buyer non-performance:**

- a) Failure by buyer to bring in the pay-in amount payable towards the purchase consideration within the specified time line shall be treated as non-performance by buyer.
- b) Further failure to arrange for a vehicle at sellers' location and/or take delivery of the Commodities within the specified time line without any valid and acceptable reason shall also be treated as a buyer non-performance.
- c) In case of buyer nonperformance, the EMD and/or sale proceeds, (as the case may be), shall be forfeited and NeML may levy such penalty/compensation as deemed fit. Levying of charges/ penalty is in addition to such disciplinary action as may be taken by NeML.

##### **B. Seller non-performance:**

- a) Failure by seller to make available commodities at the specified location within the specified time frame and as per specified quality and quantity as detailed in Annexure II shall be treated as non-performance by Seller.
- b) Seller denies/delays to deliver the goods or short delivers the goods or failure to replace the goods within the specified timelines after the same are rejected on account of quality parameters shall also be treated as Seller non-performance.
- c) In case of seller nonperformance, the EMD amount, if any, deposited by the seller shall be forfeited and NeML may levy such penalty/compensation as deemed fit. Levying of charges/ penalty is in addition to such disciplinary action as may be taken by NeML.

#### **VI. APPLICABLE CHARGES AND TAXES**

- a) NeML shall levy transaction fees of 2% for perishable commodities and 0.25% for non-perishable commodities plus applicable GST on the total trade value or such percentage as may be specified

by NeML from time to time.

- b) In case of default by the buyer/seller of non-perishable commodities, the transaction fees together with applicable GST shall be deducted by NeML from the EMD of the defaulter and balance EMD shall be transferred to the non-defaulting party by NeML. NeML transaction charges will be calculated on the total value of the trade and the balance amount will be transferred to the non-defaulting party.
- c) In case of default by the seller/buyer of non-perishable commodities, NeML will charge the transaction charges from the defaulting party only (Will not charge the non-defaulting party). NeML transaction charges will be on the complete traded quantity, even if it's a partial quantity default.
- d) Where ever applicable, NeML shall in accordance with the extant law, deduct/levy such tax/charges on such transactions/ trades ensued on KRISHIVEDH.

## **VII. INTELLECTUAL PROPERTY RIGHTS**

KRISHIVEDH, NEML, THE NEML LOGO and other marks indicated on our KRISHIVEDH are trademarks or registered trademarks of NeML. KRISHIVEDH's graphics, logos, page headers, button icons, scripts and service names are the trademarks or trade dress of NeML. NeML's trademarks and trade dress may not be used in connection with any product or service that is not NeML's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits NeML. All other trademarks not owned by NeML that appear on KRISHIVEDH are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by NeML.

## **VIII. LICENSE FOR KRISHIVEDH'S ACCESS**

Subject to your compliance with these Terms and payment of applicable fees, if any, NeML grants you a limited, non-transferable and non-exclusive license to access and make use of KRISHIVEDH for your business purpose, but not to download (other than page caching) or modify , any portion of it. This license does not include any downloading or copying of account information for the benefit of another buyer/seller; or any use of data mining, robots, or similar data gathering and extraction tools.

KRISHIVEDH or any portion of thereof (including but not limited to any copyrighted material, trademarks, or other proprietary information) shall not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of NeML

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the Welcome page of KRISHIVEDH as long as the link does not portray NeML, KRISHIVEDH, their affiliates, or their Commodities or services in a false, misleading, derogatory, or otherwise offensive matter.

## **IX. NeML SOFTWARE TERMS**

- a. The Terms found here apply to any software (including any updates or upgrades to the software and any related documentation) that NeML may make available to you from time to time for your use in connection with KRISHIVEDH (the "NeML Software"). You may use NeML Software solely for purposes of enabling you to use KRISHIVEDH as provided by NeML, and as permitted by the Terms.

### **b. Use of Third Party Services**

When you use the NeML Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

### **c. No Reverse Engineering**

You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the NeML Software, whether in whole or in part, or create any derivative works from or of the NeML Software.

### **d. Updates**

In order to keep the NeML Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

## **X. DISCLAIMER -**

- a. By entering into the bidding process, the buyer and the seller agree and accept that the role of NeML under this contract is only confined to providing of KRISHIVEDH and carrying out activities which are necessary for settlement of trade obligation as defined in these terms and conditions. NeML does not

recommend, endorse, favor or promote any buyer or seller and neither guarantees nor warrants settlement of any trade and hence is not liable for default, delay or failure by any seller/buyer in fulfillment of their trade related obligations. NeML do not implicitly or explicitly support or endorse the sale or purchase of any Commodities on the KRISHIVEDH. At no time shall any right, title or interest in the Commodities bought or sold through or displayed on the KRISHIVEDH vest with NeML

- b. You agree, understand and acknowledge that KRISHIVEDH is an online platform that enables you to buy and sell commodities at the price as quoted by the Seller or Buyer as the case may be. You further agree and acknowledge that NeML is only a facilitator and is not and cannot be a party to or control in any manner any transactions on KRISHIVEDH. NeML shall not be made party to any dispute, suit, appeal, petition, application, arbitration or any other judicial or non-judicial proceedings between buyer and seller relating to any of the terms and conditions of this contract including quality and quantity of the commodities. NeML is not liable for any claims, losses or damages, liability, or any other indirect or consequential loss or be required to indemnify any party under any circumstances in any of the disputes arising between buyer and seller or third parties. The Buyers and Sellers are advised to refer the Risk Disclosure cum Indemnity Document for further clarification.
- c. You acknowledge and undertake that you are accessing the services on the KRISHIVEDH and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the KRISHIVEDH. You further acknowledge and undertake that you will use the KRISHIVEDH to buy and sell Commodities only for your business purpose. NeML shall neither be liable nor responsible for any actions or inactions of buyers or sellers nor any breach of conditions, representations or warranties by the buyers and sellers nor hereby expressly disclaim and any all responsibility and liability in that regard.
- d. NeML expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the commodities traded or transacted or the content (including pricing information and/or specifications) on the KRISHIVEDH. While necessary precautions to avoid inaccuracies in content on this KRISHIVEDH are taken, all content, information (including the price of Commodities), software, commodities, services and related graphics are provided as is, without warranty of any kind.

## **XI. YOUR CONDUCT**

You must not use KRISHIVEDH in any way that causes, or is likely to cause, KRISHIVEDH or access to it to be interrupted, damaged or impaired in any way. You are responsible for all electronic communications and content sent from your computer and you must use KRISHIVEDH for lawful purposes only. You must not use KRISHIVEDH to host, display, upload, modify, publish, transmit, store, update or share any information that

- is fraudulent, unethical act or in any manner which shall cause wrongful gain to you or a wrongful loss to someone else or for any such purposes;
- belongs to another person and to which you do not have any right;
- is defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- is harmful to child;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force ;
- deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- impersonates another person;
- threatens the unity, integrity, defense, security or sovereignty of India or friendly relations with foreign States or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other nation;
- contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- is patently false and untrue, and is written or published in any form, with the intent to mislead, or harass a person, entity or agency for financial gain or to cause any injury to any person
- amounts to political campaigning, commercial solicitation, chain letters, mass mailings or any "spam";

- is in connection with a criminal offense or other unlawful activity
- may cause annoyance, inconvenience or needless anxiety

NeML reserves the right (but not the obligation) to remove, refuse, delete, or edit any content that in the sole judgement of NeML violates these conditions of use and, or terminate your permission to access or use KRISHIVEDH.

**If you do post content or submit material, and unless we indicate otherwise, you –**

- a) Represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through KRISHIVEDH, as at the date that the content or material is submitted to NeML
  - i. the content and material is accurate;
  - ii. use of the content and material you supply does not breach any applicable NeML policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory);
  - iii. the content is lawful.

You agree to indemnify NeML and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

- b) Grant NeML and its affiliates a non-exclusive, royalty-free, irrevocable, perpetual and fully sub licensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and
- c) Grant NeML and its affiliates and sub licensees the right to use the name that you submit in connection with such content, if they choose.

## **XII. INDEMNITY**

You shall indemnify and keep indemnified and hold harmless NeML, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these terms or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

You hereby expressly release NeML and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise.

## **XIII. TERMINATION**

NeML may discontinue, suspend or modify the Website/App at any time without notice and may block, terminate or suspend your access to the App or any part of it at any time without notice for any reason in its sole discretion, even if access continues to be allowed to others.

In the event it comes to the notice of NeML that you have violated any of these Terms or have acted in violation with the Conduct as referred to herein, NeML shall remove/ disable any content which has been published/ uploaded by you over Krishivedh. NeML reserves its right to suspend/terminate you as a Participant in the event of such violations.

Upon termination, you must cease use of the Application and remove it from all applicable Devices. However, any obligations ensued prior to such termination shall remain valid and you shall be bound to comply with such obligations undertaken on account of trading on Website/Application

## **XIV. FORCE MAJEURE**

NeML will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

## **XV. WAIVER**



If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

#### **XVI. COMPLAINTS & DISPUTE REDRESSAL**

- a. Any dispute arising between the Seller and the Buyer relating to trade/transactions ensued on the website/application or anything relating thereto including interpretation of any of the clauses of this contract shall be referred to NeML for resolution of the dispute. However, such dispute shall be brought to the notice of NeML latest by, on or before 7 days from the date of dispute after which NeML shall not entertain any reference in that regard.
- b. NeML shall on a best-efforts basis try to resolve the dispute by mutual settlement between the Buyer and the Seller and in case the dispute does not get resolved, the matter shall be referred to a sole arbitrator appointed by NeML at its absolute discretion on behalf of both the Parties.
- c. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 including any amendments from time to time. The Language of arbitration shall be English and the venue of arbitration shall be Mumbai. The initial cost of Arbitration shall be borne by the both the parties equally and the final cost shall be as decided by the Arbitrator. However, both the Parties shall bear their own expenses of contesting and defending the Arbitration proceedings (including Advocate fees).
- d. The courts situated at Mumbai to the exclusion of all other courts shall have jurisdiction to entertain the disputes relating hereto.

#### **XVII. COMMUNICATIONS**

When you visit KRISHIVEDH, you are communicating with us electronically. You will be required to provide a valid phone number and email while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the KRISHIVEDH or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mails or phone calls from us with respect to your order.

#### **XVIII. NOTICE**

In the event of any queries, issues or disputes relating to the trade or these Terms, you may write to NeML at Ackruti Corporate Park, 1st floor, Near G.E. Garden LBS Marg Kanjurmarg (West) Mumbai – 400078 or send email at [askus@neml.in](mailto:askus@neml.in). If you believe that any content on KRISHIVEDH contains any Objectionable Content as specified under Section XI above, please notify us immediately via E-mail to the Grievance Officer:

Name: Mr. Cyrus Singporewala

Designation: Grievance Officer

Email: [grievance\\_redressal@neml.in](mailto:grievance_redressal@neml.in)

#### **XIX. ALTERATION OF SERVICE OR AMENDMENTS TO THE CONDITIONS**

NeML reserves the right to make changes to KRISHIVEDH, policies, and these Terms at any time. You will be subject to the policies and Terms in force at the time that you use the website/application if any of the Terms are deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining terms.

#### **XX. INDEPENDENT PARTIES**

You understand and agree that NeML only provides a platform to the seller and buyers for trading in commodities and no agency, partnership, joint venture or employment relationship is created as a result of these Terms and neither of us has any authority of any kind to bind the other in any respect.

**ANNEXURE I**

**Discounting Matrix for Perishable and Non Perishable Commodities**

<b>S. No</b>	<b>Parameters</b>	<b>Range 1</b>	<b>Rebate</b>	<b>Range 2</b>	<b>Rebate</b>	<b>Range 3</b>	<b>Rebate</b>	<b>Status Maximum/Accept/Buyers option/Reject)</b>
1	<b>Moisture(% by wt) Max</b>	>=1%	0.50%	>=1%- <=2%	Max 2%	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
2	<b>Foreign matter (% by wt) Max</b>	>=1%	0.50%	>=1%- <=2%	Max 2%	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
3	<b>Other edible (% by wt) Max</b>	>=1%	0.50%	>=1%- <=2%	Max 1%	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
4	<b>Damaged (% by wt) Max</b>	>=1%	0.50%	>=1%- <=2%	Max 1%	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
5	<b>Weevilled (% by count) Max</b>	>=1%	NIL	>=1%- <=2%	Max 1 %	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
6	<b>Admixture (% by wt) Max</b>	>=1%	0.50%	>=1%- <=2%	Max 1%	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
7	<b>Immature &amp; Shriveled (% by wt) Max</b>	>=1%	0.50%	>=1%- <=2%	Max 1%	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
8	<b>Aflatoxin %</b>	>=1%	NIL	>=1%- <=2%		>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
9	<b>Uric Acid %</b>	>=1%	NIL	>=1%- <=2%		>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
10	<b>Curcumin %</b>	<=1%	NIL	>=1%- <=2%		>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
11	<b>Defective Rhizomes (% by wt) Max</b>	>=1%	NIL	>=1%- <=2%	Max 1%	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
12	<b>Oil %</b>	<=1%	NIL	1%-<=2%	Max 1%	2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
13	<b>Protein</b>	<=1%	NIL	1%-<=2%	Max 1%	2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
14	<b>Fibre</b>	<=1%	NIL	1%-<=2%	Max 1%	2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
15	<b>Visible Color</b>	-	-	-	-	-	-	Greater than range 3 is direct reject/not acceptable

16	<b>Split (% by wt) Max</b>	>=1%	NIL	>=1%- <=2%	Max 1%	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
17	<b>Length (% by wt) Max</b>	<=1%	0.50%	1%-<=2%	0.50%	2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
18	<b>Width (% by wt) Max</b>	<=1%	0.50%	1%-<=2%	0.50%	2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
19	<b>Fungus (% by wt) Max</b>	>=1%	0.50%	>=1%- <=2%	Max 1%	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
20	<b>Seed Size (% by wt) Max</b>	>=1%	0.50%	>=1%- <=2%	Max 1%	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
21	<b>Weight (% by wt) Max</b>	>=1%	0.50%	>=1%- <=2%	Max 1%	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable
22	<b>Size (% by wt) Max</b>	>=1%	0.50%	>=1%- <=2%	Max 1%	>=2%- <=3%	Max 3%	Greater than range 3 is direct reject/not acceptable

#### ANNEXURE II

<b>Quantity</b>	<b>Free Lifting Period</b>
Upto 250 MTs	10 Working Days
251 To 500 MTs	12 Working Days
501 To 1000 MTs	15 Working Days
1001 To 2000 MTs	20 Working Days
2001 To 3000 MTs	25 Working Days
Above 3000 MTs	30 Working Days
<b>(Working days means Warehouse working days)</b>	