



HOSPkart Healthique Private Limited

7-A-18, Mahaveer Nagar III, Kota South, Kota, Rajasthan – 324005 | CIN: U47912RJ2025PTC099697

Memorandum of Understanding

Vendor Onboarding on the HOSPkart Platform | Ref: HK/MoU/ /2026

- 1. Scope.** HOSPkart operates an online platform connecting healthcare product sellers with hospitals, clinics, healthcare professionals, and other buyers across India. You will list and sell your products through the platform, and we will facilitate customer orders, logistics coordination, payment collection, and settlement on a **non-exclusive basis**.
- 2. Vendor Responsibilities.** You agree to:
 - list products with accurate descriptions, images, pricing, and statutory disclosures;
 - maintain real-time and accurate inventory on the platform;
 - honour all confirmed orders at the agreed price; and
 - designate a single point of contact for day-to-day coordination.
- 3. Product Quality and Regulatory Compliance.** You confirm that all products listed and supplied through the platform shall be genuine, authentic, safe, and compliant with all applicable laws, including the *Drugs and Cosmetics Act 1940*, the *Medical Devices Rules 2017*, the *Legal Metrology Act 2009*, and other applicable regulations. You further confirm that you hold all required licences, registrations, and approvals, and shall keep them valid throughout our engagement.
- 4. Pricing and Inventory.** Product pricing shall be determined by you, and HOSPkart's agreed commission shall apply on the listed price. You shall maintain accurate inventory to avoid order cancellations after confirmation, and any losses arising from inventory misrepresentation shall be borne by you.
- 5. Dispatch and Logistics.** Products shall be dispatched from a fixed, geo-tagged pickup location within the timelines mutually agreed. Logistics shall be coordinated through HOSPkart's integrated logistics partner, unless otherwise agreed. You shall ensure proper packaging, labelling, and handling in accordance with applicable norms.
- 6. Payment Terms.** Customer payments shall be received by HOSPkart and settled to you after adjusting for the agreed commission, applicable tax deductions (including TCS under Section 52 of the CGST Act 2017 and TDS under Section 194-O of the Income-tax Act 1961), returns, and any mutually acknowledged deductions. The commission rate, settlement cycle, and related commercial details are set out in the **Schedule** to this MoU.
- 7. Returns and Customer Grievances.** You shall honour valid customer returns as per the platform's return policy. You shall also respond to customer complaints forwarded by HOSPkart within **48 (forty-eight) hours** and cooperate with us to resolve any issues in a fair and prompt manner.

8. Confidentiality. Each party shall keep confidential any non-public information received from the other during the course of this engagement and shall use such information only for the purposes of this MoU.

9. Term and Termination. This MoU shall commence on the date of signing and shall continue on a rolling basis. Either party may terminate this MoU by providing **30 (thirty) days' prior written notice**. HOSPKart may terminate with immediate effect in cases of serious breach, supply of counterfeit or non-compliant products, lapse of licences, or as required by law. All pending dues and liabilities shall be settled on termination.

10. Dispute Resolution. In case of any disputes, complaints, or operational issues, both parties agree to resolve the matter amicably through mutual discussion. If not resolved within 30 (thirty) days, the dispute shall be referred to arbitration by a sole arbitrator under the *Arbitration and Conciliation Act 1996*, with **Jaipur** as the seat of arbitration. Subject to arbitration, courts at **Kota, Rajasthan** shall have exclusive jurisdiction. This MoU shall be governed by the laws of India.

11. Detailed Agreement at a Later Stage. As our engagement grows, we may mutually agree to execute a more detailed vendor agreement capturing advanced operational, commercial, and legal terms. Until then, this MoU shall govern our relationship.

Schedule – Commercial Details

Parameter	Details
Vendor Name	
Product Category	
Commission Rate	[]% of net transaction value
Onboarding / Listing / Subscription Fee	Nil
Settlement Cycle	T+[] Business Days from delivery confirmation
Settlement Frequency	[Weekly / Fortnightly / Per-order]
Dispatch Turnaround Time	[] Business Days / hours from order confirmation
Minimum Order Quantity (MOQ)	As specified by the Vendor, category-wise
Forward Logistics Cost	[Customer / Vendor / HOSPKart], as applicable
Reverse Logistics Cost	Vendor-borne in case of Vendor fault; otherwise as mutually agreed
Dispatch Location (with geo-tag)	
Bank Account for Settlement	[Account No., IFSC, Bank Name]
Vendor Contact Point	[Name, Phone, Email]