

# USER AGREEMENT FOR SUPPLIERS

## 1. General Provisions

This User Agreement (“Agreement”) is entered into between **PARTNUGGET CAR PARTS TRADING DWC-LLC (“RESELLER OF RECORD”)** and any legal entity registered as a supplier (“Supplier”) on the Seller Drive website accessible at [Selldrive.emexauto.com](https://selldrive.emexauto.com) (“Seller Drive” or “Website”).

By registering on Seller Drive and creating a Supplier Account, the Supplier unconditionally accepts and agrees to be bound by the terms of this Agreement, the [KYC Policy](#) and the [Privacy and Personal Data Processing Policy](#).

[Sellerdrive.emexauto.com](https://selldrive.emexauto.com) is a website where registered Suppliers can offer automotive products for sale on the marketplace available at [emexdwc.ae](https://emexdwc.ae).

RESELLER OF RECORD purchases products from registered Suppliers only after the Buyer places an order on [emexdwc.ae](https://emexdwc.ae), and then resells the product directly to the Buyer. All transactions between Suppliers and the Seller Drive are executed on a 'just-in-time' basis, strictly in response to confirmed orders.

The Parties to the Agreement acknowledge the legal validity of scanned copies of documents, electronic correspondence, and data stored on the Seller Drive and its servers.

## 2. Registration

When registering, Suppliers are required to provide accurate, current, and complete information about their business.

This information will be used for documentation, payment processing, and KYC procedures, and must reflect the actual legal entity responsible for the delivery of goods and receipt of payments.

The Supplier is prohibited from granting third parties access to the account. The Supplier is fully liable for all actions performed through the Supplier Account, including those resulting from unauthorized access or negligent handling of access credentials.

Any loss, damage, or liabilities, foreseeable or unforeseeable, resulting from such unauthorized access shall be borne solely by the Supplier.

## 3. Listing of Products.

Suppliers are responsible for uploading and maintaining the accuracy and current status of their listings, including the following:

- Part Number (SKU)
- Brand
- Price (in selected currency)
- Completion date (in calendar days)

## 4. Order Processing

Upon receipt of an order via the Seller Drive, the Supplier shall confirm it as soon as possible in the Seller Drive user interface.

An order may be cancelled without prior notice until it is confirmed.

Once confirmed, Suppliers must promptly upload a valid commercial invoice and deliver the goods.

## **5. Delivery and Acceptance**

The product must be delivered to the partner fulfilment center at:

Fulfillment Services DWC LLC, FB-81, Forwarders Area, DWC Logistics City, South Dubai, UAE.

RESELLER OF RECORD's partner will inspect all incoming items for:

- The Correct Part Number (SKU) and brand,
- Good physical condition (the product must not show signs of pre-installation, mechanical damage, or counterfeiting, and must include commercial packaging and appropriate labeling),
- That Items are delivered on time in compliance with scheduled delivery time.

If the delivery meets the requirements, RESELLER OF RECORD will accept the goods and credit the Supplier's account balance accordingly.

In case of rejection due to non-compliance with stipulated requirements (e.g., wrong item, shortage, wrong brand, damaged condition, or late delivery):

- The Supplier must collect the rejected merchandise from the Emex sorting center within 7 days. If the Supplier fails to collect it within this period, RESELLER OF RECORD reserves the right to return the merchandise using a delivery service of its choice, with the Supplier bearing the full cost.
- A credit note must be issued by RESELLER OF RECORD for the full value of the rejected goods.

## **6. Payments and Disbursements**

Suppliers are paid only after the goods are accepted at the sorting center.

Payments are made once a week by bank transfer to the account specified in the Supplier's profile.

The minimum payout amount is AED 5,000 (or it's equivalent). Any balance below this amount will be carried over to the next payout cycle.

RESELLER OF RECORD is not responsible for delays or payment failures due to incomplete or incorrect bank details.

## **7. Returns**

Goods rejected must be collected by the Supplier at their own expense.

If the Supplier fails to collect the returned goods within 30 days, RESELLER OF RECORD reserves the right to dispose of the goods at its own discretion without liability.

## **8. Compliance Obligations.**

Suppliers must comply with all applicable UAE trade laws, customs regulations, and international export control requirements. In addition, Suppliers shall adhere to relevant standards of

environmental, social, and corporate responsibility, including those related to sustainable production, emissions, waste management, and labor practices.

Suppliers must not offer or supply goods obtained through illicit channels or in connection/partnership with restricted jurisdictions, entities, or individuals.

RESELLER OF RECORD reserves the right to suspend or terminate Supplier accounts in the event of non-compliance or if any legal, reputational, or regulatory risk is identified.

## **9. Compensation for Damages**

Suppliers agree to fully indemnify RESELLER OF RECORD, its affiliates, and partners for any claims, damages, penalties, costs, or liabilities arising out of:

- Inaccurate or incorrect listings,
- Delivery of incorrect, counterfeit, damaged, or unauthorized goods,
- Violation of agreed delivery dates or commercial terms,
- Regulatory violations or third-party disputes related to the supplied products.

## **10. Final Provisions**

The RESELLER OF RECORD reserves the right to unilaterally amend the terms of this Agreement by notifying the Supplier via the website or email, no later than five (5) calendar days prior to the effective date of such changes.

The Supplier is responsible for regularly reviewing their account and email notifications for any updates to this Agreement. If the Supplier does not consent to the changes, they must immediately stop using the services of the RESELLER OF RECORD. Continued engagement with the Seller Drive after changes take effect constitutes acceptance of the updated terms.

This Agreement shall be governed by the laws of the United Arab Emirates. All disputes shall be resolved within the legal jurisdiction of the Dubai South Free Zone.

**RESELLER OF RECORD: PARTNUGGET CAR PARTS TRADING DWC-LLC**

**Address: 4th Floor, A2, DWC Business Centre, Dubai South, UAE**

Executed in Dubai, United Arab Emirates

Date: 20 May 2025