

DROPSHIPPING SERVICES & FULFILMENT MANAGEMENT SOFTWARE

How will this work?

Please note some points we have mentioned below to understand how this will work:

1. We have sent you the links to our item, you'll inform us what items are you listing on your accounts via email.
2. We'll inform you of the price and update it at your BMS.
3. You will list the item at any platform you want.
4. Whenever any order will come, simply email us the order details at clients-info-global@pentamarkservices.com and we'll dispatch your order as per Terms.
5. We'll update the tracking details at BMS for you the same day.
6. Rest details are mentioned in the contract.

Please note that by using Dropshipping Services, you agree to all the terms below.

This Contract is made and executed at Faisalabad, Pakistan on the 6th day of February 2020 and between;

_____, hereinafter referred to as "**the Client**", an individual based in _____.

AND

Pentamark, Ltd. Hereinafter referred as "**Pentamark**" a company incorporated under the Company House Ordinance, United Kingdom, and having its registered/operative office at, 35-B, Commercial Area, D-Ground, Faisalabad, Punjab, 38000, Pakistan acting through its authorized person, **Mr. Asad Jamal Hamayun** and **Ms. Mahnoor Azhar**, which expression shall be deemed to include its successors in interest, liquidators and permitted assignees.

RECITALS

WHEREAS, Client is interested in doing DROPSHIPPING BUSINESS with Pentamark. Client will sell our products in the UNITED KINGDOM, UNITED STATES, AUSTRALIA through multiple eCommerce Platforms such as Amazon, eBay, Etsy, Facebook etc.

WHEREAS, **Pentamark** is a service and product provider in United Kingdom having inventory at its Bradford's Warehouse.

In consideration of the above, the parties wish to determine the general Terms and Conditions under which the appointment shall operate. The parties agree as follows;

1. TERMS OF BUSINESS

- A. **Pentamark** will provide products to the **Client** on for purpose of Drop-shipping for the period specified under this contract.

2. INTELLECTUAL PROPERTY AND CUSTOMER CONTENT

- A. **Pentamark** will provide Product, Content, Pictures, Listing Details and Pricing to **Client**, ownership of which cannot be transferred to **Client**.
- B. **Pentamark** does not claim any intellectual property rights over the material **Client** provides to the **Pentamark** for the venture. All materials **Client** provides remain the property of the **Client**.
- C. **Pentamark** has the right to advertise/market **Pentamark's** ecommerce platform under this Contract. **Client** agrees to give permission to use its name / account as part of the **Pentamark's** venture.

- D. **Pentamark** will disclose its confidential information to third parties, except as required in the course of providing our services. Confidential information includes any materials or information provided by the **Client** which is not publicly known.

3. SCOPE OF WORK & SERVICES

- A. Under this contract, **Pentamark** will provide Fulfillment & Product Facilitation Services to the **Client** as given under **Annexure A**.
- B. These services will be limited to the following under **Annexure B**.

4. PAYMENT, INVOICING & BILLING

- A. **Pentamark** will charge the Product, Fulfillment & Shipping fee payments as per the Quote provided to the Client for each product.
- B. **Pentamark** will not regular support, maintenance and updates to your venture at this cost.
- C. Amount for Product, Fulfillment & Handling will be paid as per the Invoicing terms and conditions before the Due-date. In the case of delayed payment, the **Late Payment Fee** will be charged as per **Annexure C**.
- D. All charges given to you for every product you're doing are inclusive of Product Cost, Shipping Cost (to **Client's** customer) and Fulfillment cost.
- E. You will pay us after the order received on our Payment Details mentioned at **Annexure D**.
- F. Payments to **Pentamark** should be made via Account Transfer, Cheque or a Card Payment at our terminals titled as **Pentamark Ltd**.
- G. **Pentamark** does not provide refunds. However, any wrong/erroneous or overbilling due to any other clause will duly be adjusted in the following invoice.

5. VALIDITY & TERMINATION

- A. This contract shall be deemed effective for the period as given in the **Annexure C**.
- B. During the validity of this contract, **Client** agrees to not to disclose our product or any relatable information to anyone.
- C. After expiry of the validity, it shall be deemed renewed automatically for another same term, unless either party gives written notice of its intention not to renew before expiration of the prevailing term.
- D. Without limiting and other remedies, any party may suspend or terminate the contract if there is any suspicion that the other party (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent or illegal activity by disclosing any information, details or content without prior notice.

6. COMMUNICATION AND NOTICES

- A. In order to fulfill the requirements and provisions of services as agreed under this contract, both parties can contact each other via Point-of-contact (POC) as given in **Annexure E**. Such contact, communication and requirements should be made in working days of

Pentamark i.e. (Monday - Friday) and within business hours (i.e. 09:00 a.m. to 05:30 p.m. Pakistani Standard Time).

- B. All notices and other communications in connection with this Contract shall be made by hand delivery or by courier addressed to the **Pentamark** set forth below or at such address of which **Client** has been previously advised in writing to this Clause. All notices can also be made at enquiry@pentamarkinc.com.

To **Pentamark (Pakistan)**:

Pentamark Ltd.

35-B, Commercial Area, D-Ground, Faisalabad, Pakistan 38000

6. GENERAL

- A. Entire Contract: This contract supersedes all earlier contracts, arrangements, letters, correspondence, understandings etc. with respect to the subject matter of this Contract. Any modification, amendment or alteration in respect of this Contract or any provision hereof shall not be valid or effective unless the same is/are reduced in writing and signed by the Parties hereto.
- B. No Assignment: Neither Party shall assign or transfer this Contract or any of its rights nor obligations hereunder except with the prior written consent of the other Party.
- C. Severance: If any provision or part of this Agreement is or becomes invalid or unenforceable, the remainder of this Agreement shall not be affected and the invalid provision or part shall be replaced or amended so far as is necessary to maintain the purpose and continuity of this Agreement.
- D. Governing Laws: This contract will be governed and construed in accordance with the laws of Islamic Republic of Pakistan. The court at Lahore, Pakistan shall have jurisdiction with respect to any claims arising out of or in connection with this Contract.
- E. That if there are any other terms and conditions that may be charged or added only by a writing signed by both the parties and added to this contract.

WHEREOF, the parties have executed this Contract as of the day and year first above written:

For **Pentamark**

For **Client**

Name: Mr. Asad Jamal Hamayun
Title: CEO
CNIC: 33100-0256642-7
Address: 35-B, Commercial Area
D-Ground, Faisalabad
Punjab - Pakistan
Mobile: +44 7563 070458
Email: asad.jamal@pentamarkinc.com

Name:
Title:
ID #
Address:
Mobile:
Email:

Company Stamp:

Date of Execution:

Annexure A: Scope of Services

Dropshipping, Fulfilment & Product Related Services

1. Pentamark will provide its products available for Dropshipping in the UK. Pentamark will also provide shipping and handling services to Client on weekdays Monday - Friday. All orders will be dispatched from Monday - Friday before 5pm Pakistani-time.
2. All products, fulfillments and shipping fee is to be paid to Pentamark Ltd. as per the terms of payments decided by both the Parties. Any due payment will meet Pentamark's Terms of Late Payment and will be charged with that.
3. Pentamark will provide login details at its BMS (Business Management Server) to see its invoices, orders, tracking details of shipments, payments, notifications, emails and many important updates. The BMS will be updated by Pentamark and not the Client. Pentamark will also maintain the stock levels at BMS for the Client, each product Client wishes to list will be uploaded at their BMS with Sale Price (Price at which Client will buy from Pentamark) and Inventory Stock. We keep on updating and adding inventory.
4. Pentamark will use the Shipping Service from its vendors, following shipping companies will be utilized for Shipping:
 - a. DHL UK
 - b. FedEx
 - c. DPD
 - d. Hermes Mail
 - e. Yodel
 - f. Royal Mail
5. Please note that orders above GBP10.00 are sent tracked only with tracking provided at BMS. All orders below GBP10.00 are sent untracked because of cost comparison through Royal Mail. If you want the tracked services, you'll be charged according to that. For tracked services, you need to mention us before.

Annexure B: Limitation of Services

1. Any mistake in order i.e. wrong color, size, wrong product sent/made by us will be our responsibility for return and re-send. Resent to this will be Free of cost.
2. Any problem i.e. Customers want to change, Refund or anyone wants us to send an item again where Pentamark is not at fault, the Re-shipment fee will be charged to the Client. Clients can or cannot charge its Buyer with his own decision. Pentamark will charge as this will not be our responsibility.
3. Pentamark will not provide any Product Fulfillment Proofs, only Tracking IDs are to be provided via Online Portal.
4. Pentamark will not provide tracking for orders below GBP10.00 listed in its eBay Accounts however if you want us to send the same order through Tracked Services, fee will be charged according to this.
5. Pentamark will not be responsible in case of any eBay account, PayPal account, Amazon account suspension. We're providing you only Product, Fulfillment & Shipping service. We are not responsible for any of your account suspended due to any activity in any case.
6. Pentamark will not help in unsuspension of accounts with any proofs by us. You'll be given your invoices, Tracking Number and any details ONLY available at the BMS.
7. If any buyer wants a refund from Client, it is Client's responsibility to send the product back to the Pentamark at following address:

**Pentamark UK,
Attn. DS Returns
159, Lawton Road, Manchester, M23 0PW**

After the tracking number is given to us, we'll adjust the product cost only once the item is received back to the invoice. Shipping Cost will not be adjusted and Client will bear that. If he wants us to resend, the next Shipping Cost will also be applied to the same order.

8. If there is any International Shipment from the UK to any other country, the Client is responsible for any taxes implies.
9. In case of International Shipment from the UK, any Custom Inspection, Stopped or Return will be beared 50-50 by the Client and Pentamark since this is no-one's fault. Both the parties will bear the Shipment Cost divided equally.
10. If any order is not delivered to the Client's buyer due to buyer's not availability or any other issue with Client, Pentamark will not be responsible.
11. Delivery Date is 1-3 Business days for the UK.
12. Please note that you're clearly charged only for Product, Fulfillment & Shipping Services. This includes all the Terms agreed above.
13. Please note that Pentamark will require immediate payment for any order above GBP29.99 at our services. Payment will be made prior to Order Dispatch.
14. Please note that International Shipment timings are 6-8 days, and are sent via DPD.

ANNEXURE C: Validity, Invoicing, Late Payment & Payment Terms

Contract Start Date:	6th February 2020
Contract End Date:	05th February 2024
Payment Terms:	<ol style="list-style-type: none">1. Product below GBP29.99: Every 7 days, an invoice will be sent. Due Date is 2 days.2. Product above GBP29.99: Payment required prior to the order dispatched from our end3. International Shipments: Payment required prior to the order dispatched from our end
Late Payment:	<ol style="list-style-type: none">1. Courtesy Reminder: Sent one (1) day after the Due Date.2. Overdue Notice: Sent eight (8) days after the Due Date is passed. Late Payment Fine will be charged on the 9th Day of upto 3.5% of the total invoice.3. Final Warning Notice: Sent fifteen (15) days after the Due Date is passed. Late Payment Fine of 15% will be charged on the 16th Day.4. Suspension Notice: By the twenty second (22) Day after Due Date, Suspension Notice and a fine of 100% of the invoice amount will be given. This involves you in the breach of your agreement. The details will be sent to our Law Department/Agency where default and judgment will be sought.

Annexure D: Payment Account Details:

All payments are to be made at the following accounts only in GBP:

Bank Account Transfer

United Kingdom (For GBP)

UK Sort Code: 23-14-70

Account Number: 91658993

IBAN: GB97TRWI23147091658993

Account Holder: Pentamark Ltd.

Bank Address: 56 Shoreditch High Street, London E1 6JJ, UK

Australia (For AUD)

BSB Code: 802-985

Account Number: 915050229

Account Holder: Pentamark Ltd.

Bank Address: 36-38, Gipps Street, Collingwood, VIC 3066, Australia

Germany (For EUR)

Bank Code: DEKTDE7GXXX

IBAN: DE20700111106055611929

Account Holder: Pentamark Ltd.

Address: Handelsbank, ElsenheimerStr. 41, Munchen, 80687, Germany

United States (For USD)

Wire Transfer Number: 036073008

Routing Number: 026073150

Bank Code: CMFGUS33

Account Number: 8310268463

Account Holder: Pentamark Ltd.

Address: 19 W 24th Street, New York City, NY 10010, United States

1. Please note that you will be invoiced at GBP only and you will pay us at the real GBP rate in-respect of any currency.
2. You can also pay us via PayPal, our PayPal is asad@pentamarkgroup.com. Please note that you will bear all PayPal costs in such scenario.
3. You can also ask for Invoicing and pay via your Debit Card. This is done at Pentamark's BMS. This will include a 2.5% of Card Charges.

Please also mention your Payment Method:

- Bank Account Transfer in UK in GBP (at Real Exchange Rate)
- Bank Account Transfer in Australia in AUD (at Real Exchange Rate)
- Bank Account Transfer in Germany in EUR (at Real Exchange Rate)
- Bank Account Transfer in United States in USD (at Real Exchange Rate)
- PayPal (PayPal fee will imply)
- Debit/Credit Card (2.5% fee apply)

Annexure E: Point of Contact

Pentamark

Name:	ASAD JAMAL HAMAYUN
Designation:	CEO
Mobile:	+44 7563 070458
Email ID:	asad.jamal@pentamarkinc.com

Name:	EMAN BINTE TALAT
Designation:	COO
Mobile:	-
Email ID:	eman.talat@pentamarkinc.com

Name:	MAHNOOR AZHAR
Designation:	BCO
Mobile:	+92 321 7614287
Email ID:	asad.jamal@pentamarkinc.com

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