

Agreement to retailers

1. APPROVAL OF CONDITIONS

Welcome to Droshi AB, which offers you services in our portal, subject to the following terms and conditions, which may be updated by us from time to time without notice to you. In connection with the purchase at Droshi.com of any of our subscriptions or services, you are also included in this agreement. If you subscribe to our website, you agree to the agreement before payment is made. When paying by invoice, an agreement is sent by email and will be approved at first payment and/or a signature/registration. This deal applies to you as a retailer, also called an online store, and Droshi.

2. DESCRIPTION OF THE SERVICE

Our service is Drop shipping. We act as an agent between manufacturers, importers, and wholesalers to online retailers. The service is based on collecting suppliers who are willing to pack and ship their products directly to end customers, called drop shipping. We only work with b2b. Our affiliated online stores sell b2c in turn. All orders are made through our portal and our system at Droshi.com. With us, you have collected all the suppliers in one place. You as a dealer / online store can choose if you only want to use us with drop shipping or even bulk orders and stock themselves.

3. RIGHTS

All intellectual property rights that include the services at Droshi.com and the technical solutions used for the provision of these, interface design, software, and system architecture and design belong to Droshi AB and may not be used by the user to a greater extent than follows from functions of the service or expressly stated in these terms. Under no circumstances shall the user or third party acquire any intellectual property rights to the Service or to the software or technical solutions used in the Service or any trademarks belonging to or used by Droshi.com The user undertakes to comply with applicable copyright laws, other applicable relevant intellectual property laws, privacy rules, market law and other relevant laws when using the information provided through the service. Through this agreement, the User is not entitled to make copies of and / or transfer, disseminate, render, or otherwise make available to the public or third parties, materials provided by Droshi.com Droshi has the right to transmit, in its own medium, in-depth material, photos or images for reading or printing to the extent permitted by the Copyright Act. Droshi owns the right to market new products that come to our range. You as a retailer own the customer information. Droshi and the supplier have the right to choose who we sell products to.

4. AVAILABILITY

Droshi is a cloud-based service available 24 hours a day. Subject to malfunctions or necessary updates in the software. Availability is not always monitored. Droshi.com

cannot guarantee that the Services are free from interruptions, errors or disturbances. We have the right to take action affecting the aforementioned availability if we consider this to be necessary for technical, service, operational or safety reasons. The user is also aware of and confirms his ability to access Internet cannot be guaranteed by Droshi.com and Droshi.com is not responsible for any defects in the user's own Internet connections or equipment.

5. CORRECTION OF ERROR

Droshi must correct errors or failures Droshi.com finds appropriate. We have the right to close the web site and its services for maintenance or upgrading.

6. MODIFICATION OF SERVICES ON Droshi.com

The services in our portal are constantly changing. We constantly develop our website and platform. Droshi.com is therefore entitled to make changes to the services, operating procedures, technical systems or the like from time to time. We strive to as far as possible ensure that the information and information available on the site is accurate. Droshi.com does not provide any warranty or other commitment on the content of the data or its nature otherwise. Website users are not entitled to impose any sanction on us, including claims for compensation for financial or other damage, as a result of errors or alleged errors in the information on this site.

7. PRICES

The price of our service depends on the subscription you choose. Our subscriptions run per monthly or annual period, or Life Long without bind time with our Enterprise package. We reserve the right to change prices after the end of the contract period (not Enterprise). All prices exclude VAT. Droshi may decide on any campaigns or different package prices in the future. You always have free access to all of our new products that come into your chosen and purchased categories according to the restrictions for your subscription. We reserve ourselves against changes in product range. Droshi cannot affect if a supplier has gone bankrupt, the products have expired, and paused/been inactive or a supplier chose not to sell with us anymore and removed their products. All our subscriptions are sold with daily product range. The product range is always the supplier's choice and can be changed from time and time. Droshi does not pay compensation for removed products from a supplier or inadequate information. For other services, quotation or current price list applies. Droshi reserves the right not to sell a product at the wrong price from a supplier. In this case, a return is made to you as a dealer

8. PAYMENT OPTIONS

On our first page you can order subscriptions and pay with card, visa, MasterCard or American Express, PayPal or invoice. If you choose an invoice, this must be paid within 10 days (working days) from purchased subscription that is binding. You can deposit a Droshi credit of at least 5000 SEK with us as we deposit a client agent

account and withdraw your purchase. This is filled in via bank transfer or bank transfer. Any withdrawals of the credit are made twice a month, 1st and 16th, if you wish to withdraw money from there. Clearing and account number or bg for deposit will be sent to us the last 3 days before. We charge \$ 49 per deposit for the Droshi credit and client funds account.

Invoice. Any administration fees may apply. We reserve the right to submit invoices to third parties or to sell them further. As a reseller, you should always pay Droshi AB for the products or subscription according to our payment options, or direct payment (our invoice service) before the order is handled and sent to our suppliers. Droshi AB reserves the right to transfer billing to third parties or sell third party invoices. At present, Droshi AB transfers all claims to Financial Tech Sweden AB, corporate identity number. 556906-0477 ("SweetPay") payment is therefore effected with SweetPay, as shown by all invoices. SweetPay's full terms can be found here. If the dealer does not pay an invoice in accordance with the payment terms, Droshi AB or a third party who has taken over the invoice is entitled to transfer the invoice to the debt collection company, which then takes over the case for further processing and handling. In case of debt collection, additional costs are incurred in accordance with the law applicable to remuneration for collection costs, etc. Droshi AB also has the right to transfer rights and obligations under these Terms to another, provided that the acquirer is expected to fulfil all of Droshi AB's undertakings under these Terms and Conditions. If Droshi AB assigns its rights and obligations to another, the acquirer replaces Droshi AB as a party to these Terms and the buyer, in turn, has the right to transfer his rights and obligations accordingly.

In case claims against the customer regarding the purchase are transferred or pledged by Droshi AB to SweetPay, this agreement is also pledged between Droshi AB and you to SweetPay. You can also pay the products with invoice at Billogram AB, then the products will only be sent after payment has been received at our client agent account with them. Please note that this may provide a delay of up to 24 hours with the delivery. If the dealer does not pay an invoice in accordance with the payment terms, a reminder fee will be added. Currently, such a reminder fee amounts to SEK 60. In addition to reminder fees, Droshi AB also reserves the right to collect interest on unpaid amounts from the invoice date of 24%, either by itself or through third parties. Fee is payable even if the Dealer still fails to pay and further reminders are sent out or further payment orders are commenced. In case you want to use your bulk orders and stock products ourselves, we will take a quote. Bulk orders can be paid by invoice.

9. SUBSCRIPTION TIME

The subscription runs with a monthly or annually subscription at a time, calculated from the first day of the user's payment to Droshi AB, alternatively with the signing of a contract or login sent / created. The subscription will be automatically renewed by number of months for a subscription, unless you cancel the subscription before the end of the contract period. If the subscription is terminated later, the termination will be effective and subscription will end at the end of the next period of your subscription. Upon termination of your subscription, your membership will end and you will no longer have access to its content. Subscription notice is cancelled under the heading Information – my subscription and "Unsubscribe" on the user's account

page. You are responsible for removing all products from your online store coming from us and may no longer market our products without a subscription. Termination must be made within 7 days before the subscription expires for monthly subscription, and 30 days before with annual subscription, or a new period begins, and you will automatically be invoiced for this.

10. PREVIOUS SETTING

Each of Droschi.com and the user is entitled to terminate the subscription to the Services with immediate effect;

- a) The other Party violates, in essence, its terms of use,
- b) The other party in a different (non-essential) manner violates the Terms and Conditions, and not within 14 days of written request, corrects the error, or
- c) If the other party goes bankrupt, is requested in liquidation or there is other reason to perceive that the other party is in default, or
- d) The reason for shutdown is (see below). The user is not entitled to any refund of paid subscription fees if the User terminates the subscription during the contract period.

11. DELIVERY AND STORAGE

You as a dealer are always required to place your order with us at Droschi.com within 24 hours of an order. This is to ensure the correct delivery time. If you have not ordered the products within this time frame, we cannot guarantee our delivery times to end customers, nor do we accept liability for any conflicts with delays. If the products are over, have expired or we have delivery issues, we will inform you within 24 hours. However, not for red days or weekend, but the next working day.

a) All our suppliers earmark products to us, use our inventory management system, or we link to their inventory and system through our api (up to the supplier) or other integrations. However, technology and human factors can hide. You as a retailer are aware of this and will not receive compensation from Droschi in cases where a supplier does not have a product in stock; the product has expired or, for some other reason, cannot be shipped. In these cases, you may make a return to the customer or wait until the item is in stock. Upon return, we will send back your money within a reasonable time. If this is a recurring issue from the same supplier, we will remove its products and stop selling them in our portal. Our quality assures all our suppliers and does our best to ensure that this does not happen, and we work better with quality than quantity. Therefore, the range may change. In general, we have a delivery time of 2-5 business days in general to end customer / private individuals unless otherwise stated,

and in case the supplier has the products in stock. Delivery time may vary depending on product and supplier. We also have foreign suppliers. Suppliers always specify their delivery time, and it is up to you as a dealer to accept this and inform your customers about it. We will also report if a product has been discontinued and removed from our system. Droshi does not accept liability as third party if a supplier fails. However, this will clearly be seen in their rating.

b) Droshi does not accept liability for a bankrupt supplier, opting out of the product and thus removing its products, temporarily making products inactive or pausing them or for any reason not being able to continue selling their products with us. Thus, we can not control if products fall out of our range. The product range can therefore, be changed from time to time also due to sales at the supplier.

c) The dealer is responsible for removing these products from their range. In case a product is temporarily out of stock, it has a status of "paused". Is it not paused see point: a. You will administer yourself on your side and keep you updated. All requests and purchases are shipped via our system directly to the current supplier who packs and sends sold product. You can also view your orders on your administration page and treat them there.

d) The supplier is responsible for the delivery to the end customer. In case a delivery method is possible to choose, this is stated. If this option is not available, the products will be shipped to the nearest delivery point for the accommodation to the customer or the specified shipping address. Most of our suppliers ship with Postnord or DHL. If the products are shipped with bids, this will be stated. Suppliers can ship the product by registered letter, which means that only the buyer can retrieve the package of ID cards, the package is also traceable. In these cases, this is stated on the note that is sent to the customer.

e) Shipping is generally included in the price per product for drop shipping shipments unless otherwise stated by the supplier in very rare cases. This is clearly visible per product and supplier. Thus, as a dealer, you never have to pay for the freight. We recommend that you add pay at 49 SEK for the shipping on your website to increase your margins per sale. In these cases, you will always earn at least 49 SEK per order/customer through a sale at Droshi. In the case of bulk orders, the supplier places the freight separately for each order.

12. TERMINATION Droshi.com is entitled,

With immediate effect, to turn off users from accessing our portal (disabling users access to Droshi.com), if

- a) Users after reminder not in time pay full subscription fee for their subscription.
- b) Users use the Service in a manner that violates Droshi.com's security and management regulations,
- c) Users no longer meet the requirements for being a reseller at Droshi.com
- d) Users otherwise violate these Terms of Service.

e) Users despite the announcement spread advertisements, messages or comments that may be considered offensive or less appropriate. We reserve the right to determine what is considered offensive or less appropriate.

f) Users destroy our suppliers' brands/brands or do not comply with the Marketing Act. We reserve the right to stop selling to you at the supplier's request. Droshi and the supplier have the right to decide what is harmful to the products brand. If you have a sale that the sale will not last more than a limited time per product and will comply with applicable laws.

g) Users sell the products on a different website than their own or specified URL. The number of online store means your own or within your group. The same organization number will apply to these. Marketplaces are allowed as long as the products are not locked with requirements from the supplier.

h) User violates the suppliers' list of locked products.

I) Users contact our suppliers regarding our services, product materials or attempting to make their own deals. Our suppliers do not want to be bothered by requests from individual operators, so it has engaged Droshi as its Drop shipping wholesaler. Complaints from these are taken seriously. Actions that constitute grounds for termination also constitute grounds for cancellation of the subscription. In case of shutdown, the user's account can be terminated without prior warning and refund.

13. PERSONAL DATA

According to the Personal Data Act (1998: 2004), no registration of personal data is allowed without the consent of the person. By becoming a member, you agree that Droshi.com stores the information you provided for the purposes of the services offered by Droshi.com and its affiliates. We treat the user's personal information and company information to manage the services and subscriptions, provide the user with offers of new products and services, conduct other marketing activities, as well as provide support for our market and customer analyses, business and method development and statistical purposes. Droshi.com, both in Sweden and abroad, may process company information provided by the user to us or otherwise registered in connection with the contractual relationship. Droshi.com can also retrieve information from private and public records and supplement personal data with these. Personal data / company information may be retained and used for any of the above purposes even after the subscription has been terminated.

14. APPLICABLE RIGHT AND FAST

Swedish law shall apply to these terms and conditions of the parties. The Stockholm District Court as the first instance shall decide disputes concerning the interpretation or application of these terms and conditions of service.

15. CONDITIONS

The supplier is responsible for all products, its warranty and the consumer purchases. The supplier is responsible for not selling any pirated copies, broken or used products. In no case should you change or change the appearance of products from our suppliers in case you would make bulk orders or get a return. In case of complaints, the supplier is responsible for replacing or returning a product. The user is responsible for completing the correct information when registering and completing. You are also responsible for the service not being used by unauthorized persons.

16. SECRETESS

You agree not to disclose corporate secrets or ways of working for competing activities on Droshi.com. Nor do we in any way talk about our business in a harmful way.

17. PRODUCTS

This agreement relates to products that have been manufactured and manufactured by the manufacturer who also own full rights to these products and their trademarks through our supplier to you as a reseller. This entitles you to use these products and information for sale in your online store and through other distribution channels. The supplier must pack and ship the products in the original packaging that the manufacturer has packaged the products in. The supplier is always responsible for the products and their handling to the end customer. Any returns are the responsibility of the dealer. The supplier and Droshi always have the right to make price changes of the products. The supplier is responsible for all product information and that prices are correct.

18. RESPONSIBILITY OF THE RESELLER

You as a reseller have the right to market and sell our products from www.droshi.com through your distribution channels according to purchased subscription and specified/URLs within your company or group. You as a retailer own all customer information and have sole responsibility for end customers and current laws for them as consumers. Our affiliates or we at Droshi will never be in touch with your customers, without all customer contact being handled by you as a reseller. All communications, such as complaints, missing items, etc., pass through us at Droshi to the current supplier unless we connect. You will return to us as soon as possible in case of missing items, delivery issues, complaints or other issues that came from our site or directly because of our products. You are responsible for placing orders with us in our portal within 24 hours of purchase at your store to ensure proper delivery time to customer. We are not responsible for payment from your customers or handling orders from you. Payment must be made to us before we ship the order to our affiliated suppliers.

You are well aware of how drop shipping and our service work. Both pros and cons of this. Droschi as the 3rd party can not take responsibility for how a specific supplier manages, but this will be clearly visible in their rating. You have requested information about us and how we work on our website and via FAQ. We are always at your disposal with any questions before subscribing to us. Ask once more too much than too little. All information should be found on our website, terms and conditions that you have access to. It is up to you as a customer to find out what we sell before you buy a subscription with us. Login details and personal ID such as token etc. are not to be disclosed to unauthorized persons. You are responsible if they are in the wrong hands and if unauthorized access your account.

19. RETURN POLICY

a) You as a reseller stand for any returns if nothing else is stated. The goods are returned to you based on your return policy. The costs of any returns are at the dealer's responsibility. Neither Droschi nor our affiliated suppliers handle returns from end consumers. You cannot return products to us at Droschi or our suppliers. If you get a return, you should stock the product yourself until it is sold again. Instead of making us an order, you pack and send it to your customer. Bulk orders cannot be returned to the supplier. Droschi recommends that you let customers pay for the return freight.

b) In case of unpacked packages, you will be charged as a dealer at least 250 SEK for this up to the cost of shipping, shipping to the delivery point, and returning the shipping back to the supplier. What you have for policy towards your customers and how you handle this piece is up to you. Droschi recommends that you also sign in your agreement to your customers that: in the case of unpacked packages, the customer will be charged for the freight, ie both to the delivery point and also to the supplier.

20. FORCE MAJEURE

None of the parties to this Agreement shall replace the other Party for any loss or damage caused by strike, fire, war, natural disasters or other circumstances beyond the control of the Party and as a party, it could reasonably not be expected to expect and / or to which effect a party could not reasonably avoid or overcome. By accepting these terms, the reseller agrees to the processing of company data as described.

21. APPROVAL OF AGREEMENT

With the purchase / payment or signing of an agreement or registration of our service, you have also approved our agreement.