

VENDOR AGREEMENT

This Vendor Agreement (“Agreement”) is entered into as of the date when the Vendor submits their registration to Barnnova.com (“Effective Date”), by and between:

Barnnova.com

1504 Old Country Rd.

Westbury, NY 11590

(Hereinafter referred to as the “Company”)

and

Any enterprise or individual applying to become a Vendor (“Vendor”).

RECITALS

WHEREAS the Company operates an online retail marketplace at Barnnova.com, facilitating multiple vendors to sell products worldwide.

WHEREAS the Vendor desires to sell products through the Platform and establish an online store on Barnnova.com.

WHEREAS Barnnova.com is an American company selling globally, and all products sold by Vendor must meet applicable standards and regulations of the United States, European Union (“EU”), and other jurisdictions.

NOW, THEREFORE, the parties agree as follows:

1. INTRODUCTION

Barnnova.com (also known as “we,” “us,” or “our”) is an online marketplace accessible via Barnnova.com and related services (“Site”). By using the Site, you accept these Terms and Conditions (“Terms”). If you do not agree, do not access or register on the Platform.

This Agreement is effective upon your registration or first use of the Platform. Barnnova.com is owned and operated by BPP International Group Inc, incorporated under the Companies Act, 2011.

The Company reserves the right to modify these Terms at any time without prior notice. Continued use of the Site following changes signify acceptance.

2. CONDITIONS OF USE

A. YOUR ACCOUNT

- To access certain services, you must create an account and provide accurate information.
- We may invalidate or suspend accounts or credentials at our discretion without prior notice.
- You are responsible for maintaining the confidentiality of your login details and for all activities on your account.
- You agree to immediately notify us of any unauthorized use or breach of security.
- You are responsible for any activity under your account, and you agree to indemnify us against losses arising from your failure to do so.

B. PRIVACY

Please review our Privacy Policy. Your personal data will be handled in accordance with applicable laws. If you object to how your data is used, do not use the Site.

C. PLATFORM FOR COMMUNICATION

The Site facilitates transactions between buyers and vendors. We are only a platform provider and do not control or guarantee product quality, accuracy, or delivery.

D. CONTINUED AVAILABILITY OF THE SITE

We strive for high availability but do not guarantee continuous, error-free access. Maintenance or technical issues may temporarily suspend or restrict access.

E. LICENSE TO ACCESS THE SITE

- You must be at least 18 years old or have parental supervision.
- We grant a limited, revocable license for personal use of the Site.
- Commercial use or resale is prohibited unless explicitly permitted.
- Content on the Site belongs to us or its licensors and may not be reproduced or exploited commercially without permission.
- You agree not to perform activities that violate these Terms or applicable laws.

F. YOUR CONDUCT

You agree not to:

- Use the Site for unlawful, fraudulent, or harmful activities.
- Use offensive, obscene, or infringing content.
- Distribute viruses or malicious software.
- Impersonate others or misrepresent yourself.
- Interfere with the Site's operations or other users' access.

G. YOUR SUBMISSIONS

- All content you submit (e.g., reviews, comments) becomes our property.
- You grant us the right to use your name and content.
- You agree not to submit false or misleading information.

H. CLAIMS AGAINST OBJECTIONABLE CONTENT

- Notify us immediately at info@Barnnova.com of any offensive or illegal content.
- Include sufficient details to support your claim.
- We will investigate and take appropriate action.

I. CLAIMS OF INFRINGEMENT

- Notify us at info@Barnnova.com with detailed evidence of infringement.
- Incomplete or false claims may be invalid or subject to legal penalty.
- Respect manufacturer distribution rights; violations do not necessarily constitute IP infringement.

J. TRADEMARKS AND COPYRIGHTS

All trademarks, logos, and intellectual property on the Site are owned by us or their respective owners. Unauthorized use is prohibited.

K. DISCLAIMER

We are not responsible for seller actions, product quality, or legal compliance. Content is provided “as is,” and we do not guarantee accuracy or safety. Disputes are between you and the seller.

3. CONDITIONS OF PARTICIPATION

3.1. Your Account

- To access certain services, you must create an account and provide accurate information.
- We may invalidate or suspend accounts or credentials without notice.
- You are responsible for maintaining confidentiality of your login details and for all activities under your account.
- Notify us immediately of any unauthorized access or breach.

3.2. Privacy

Please review our Privacy Policy. Your personal data will be handled accordingly. If you object, do not use the Site.

3.3. Platform and Transactions

We facilitate transactions but do not control or guarantee Products or delivery. The purchase contract is strictly between the buyer and Vendor.

3.4. Continued Availability & Maintenance

Access may be occasionally suspended for maintenance. We strive for high uptime but do not guarantee it.

3.5. Product Listing and Compliance

Vendor shall ensure all Product listings are accurate, complete, and compliant with applicable laws, standards, and safety regulations of the relevant jurisdictions, including the U.S. and EU. Vendor shall promptly correct inaccuracies upon notification.

3.6. Quality Control and Inspection

The Company reserves the right to inspect, verify, or test Products for compliance. The vendor shall cooperate and provide documentation or samples upon request.

4. PLATFORM GOVERNANCE

4.1. Licensing & Use

By accessing the Site, you confirm you are at least 18 years old or using under adult supervision. We grant a non-exclusive, revocable license for personal, non-commercial use. Commercial use or resale is prohibited unless explicitly permitted.

4.2. Modifications

You may not modify, copy, distribute, create derivative works, or exploit the Site contents without prior written consent from us.

4.3. Content Responsibility

Product details, features, and prices are the Vendor's responsibility and are not guaranteed by us.

5. PRICING, PAYMENTS, AND COMMISSIONS

5.1. Price Setting

Vendors should set and update prices in accordance with policies. All pricing must be accurate.

5.2. Commission & Payment

The Company shall deduct a commission of **[insert percentage]** % on each sale. Payment of net proceeds will be made within **24 days** of receipt of funds, via **[payment method]**.

6. ORDER FULFILLMENT AND SHIPPING

6.1. Fulfillment

Vendor shall ship products within **[X]** business days of order receipt. Shipping costs are borne by Vendor unless otherwise agreed.

6.2. Packaging & Delivery

The vendor shall ensure proper packaging and timely delivery to prevent damage or disputes.

7. RETURNS, REFUNDS, AND CUSTOMER SERVICE

7.1. Returns & Refunds

Vendor shall accept returns and process refunds in accordance with the stated policy, within **30 days** of product receipt. The vendor shall handle all return logistics and customer communication, with assistance from the Company if necessary.

8. LIABILITY, INDEMNITY, AND WARRANTIES

8.1. Product Liability & Warnings

Vendor warrants that all Products comply with applicable safety standards and carry appropriate warnings and instructions. The Company shall not be liable for injuries or damage caused by Vendor's Products.

8.2. Indemnity

Vendor shall indemnify and hold harmless the Company from any claims, damages, or liabilities resulting from infringement of intellectual property rights, breach of safety standards, or non-compliance with applicable laws.

8.3. Product Compliance & Certifications

Vendor shall maintain all necessary regulatory certifications, documents, and safety standards for all Products listed and shall produce such documentation upon request to ensure ongoing compliance.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1. Confidential Information

Both parties agree to treat confidential Information exchanged during this relationship as strictly confidential and not disclose it to any third party, except as required by law.

9.2. Data Privacy

Vendor shall comply with all applicable data privacy laws (GDPR, CCPA, etc.) concerning personal data collected through the Platform or related to Vendor's products.

10. TERM & TERMINATION

10.1. Term

This Agreement shall commence on the Effective Date and continue for an initial period of [X] months/years, unless terminated earlier as provided herein.

10.2. Termination

Either party may terminate this Agreement with [30] days' written notice. Immediate termination may occur if either party materially breaches this Agreement, with or without notice.

10.3. Post-Termination

Upon termination, Vendor shall fulfill pending Orders, return confidential information, and cease all use of the Platform.

11. DISPUTE RESOLUTION AND GOVERNING LAW

11.1. Dispute Resolution

Any disputes arising shall first be attempted to resolve through good-faith negotiations. If unresolved, disputes shall proceed to binding arbitration under the rules of the American Arbitration Association in New York.

11.2. Governing Law

This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law principles.

12. FORCE MAJEURE

12.1. Force Majeure

Neither party shall be responsible for delays or failure to perform due to causes beyond their reasonable control, including natural disasters, pandemics, or acts of government.

13. INSURANCE AND CERTIFICATIONS

13.1. Insurance & Certifications

Vendor shall maintain all necessary and appropriate insurance coverage, including but not limited to product liability insurance, to protect against potential claims arising from the Products sold through the Platform. Upon request, Vendor shall provide the Company with proof of such insurance coverage and any relevant certifications demonstrating that the Products comply with applicable safety, quality, and regulatory standards required by law or accepted industry practice in the relevant jurisdictions (e.g., U.S., EU). Vendor shall ensure that such insurance and certifications are kept current throughout the duration of this Agreement, and failure to do so shall constitute a material breach entitling the Company to terminate this Agreement immediately.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above.

Acceptance and Binding Agreement

By clicking the “Accept” or “Submit” **[X]** button and completing the registration process on the Platform, the Vendor acknowledges and agrees that they have read, understood, and accepted all the terms and conditions of this Agreement. Such electronic submission shall have the same legal effect and enforceability as a handwritten signature, and the Vendor’s submission shall constitute a binding agreement between the Vendor and the Company.

Barnnova.com

By: _____

Name: _____

Title: _____

Date: _____

Vendor

By: _____

Name: _____

Title: _____

Date: _____