REIMBURSEMENT POLICY FOR JD BUSINESS

Welcome to JD Business!

The www.justdial.com including its relevant shopping section(s) website URL business.justdial.com/onboarding (the "Website") and its corresponding mobile application (collectively, "JD Business app/ Justdial app(s)"), is managed and operated by Just Dial Limited ("Justdial ", "we", "us" or "our"). Any natural or legal person who accesses and/or uses JD Business in any manner ("you" or "your" or "Seller") or uses any current or future service or functionality or offer made available on JD Business ("Service") will be subject to this Reimbursement Policy, as updated from time to time and such terms, guidelines and conditions as may be applicable to such Service ("Service Terms"). If this Reimbursement Policy is inconsistent with such Service Terms, the Service Terms will control to the extent of such inconsistency with respect to the applicable Service.

This Reimbursement Policy constitutes an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures. Please read this Reimbursement Policy before using or accessing JD Business or availing any Service. By using the JD Business or availing any Service, you signify your agreement to be bound by this Reimbursement Policy.

The Reimbursement Policy forms a part of JD Business Seller Services Agreement ("**Agreement**") and Service Terms and shall apply to you if your goods are lost or damaged in the course of handling by a third party logistics service provider engaged by Just Dial ("**Logistics Partner**").

The Policy consists of two parts:

Part A: Reimbursement Policy for Damaged Inventory

Part B: Reimbursement Policy for Lost Inventory

Definitions:

- i. "Reimbursement" shall mean an amount paid to the Seller towards loss or damage caused to the inventory when Seller avails logistics services from a Logistics Partner and the inventory is in possession of such Logistics Partner. Reimbursement amount is calculated as a percentage of the fair market value of your damaged inventory, less any applicable JD Business fees and taxes.
- ii. "Fair Market Value" shall mean the value which is used as **benchmark** to ascertain the value of lost or damaged inventory. Fair Market Value is determined basis the amount at which the lost or damaged inventory is offered for sale.
- iii. "Return to Seller" shall mean the process of returning damaged or unwanted products from Logistics Partner to the Seller when the Seller is availing services through the Logistics Partner.
- iv. "Average Selling Price (ASP)" shall mean the average price at which a good is sold or a service is provided over the last three months on JD Business . ASP is calculated by dividing the total revenue earned from the total number of units sold.
- v. "JDSN" shall mean the unique digit alphanumeric code affixed on inventory/ provided by JustDial for tracking inventory. JDSN is made of 10 digit product ID.
- vi. "Inventory" shall mean Product(s) owned and listed on JD Business by the Seller for **Transaction**, to be delivered to the end customer by the Logistics Partner.
 - vii. "Damage" shall mean a complete or partial loss of the product's functionality and/or physical appearance and the product has reached a condition such that the product cannot be sold to any customer at the same price in the existing condition without necessary repair or refurbishment.

viii. *Products shall be considered identical if:

- i. They are same in all respects including physical characteristics, dimensions, functionality, composition, quality, and reputation;
- ii. they have the same Country of Origin; and
- iii. and manufacturer or the producer of both the products are same

*Products shall be considered similar if:

- i. they closely resemble the Product being valued in terms of component materials and characteristics;
- ii. they are capable of performing the same functions and are commercially interchangeable with the Product being valued; and
- iii. they have the same Country of Origin.

Part A: Reimbursement Policy for Damaged Inventory

We shall reimburse you towards the damaged inventory in any of the below mentioned cases:

1. The Product is damaged by the customer or by our Logistics Partner.

The Reimbursement shall be paid on fulfillment of conditions as prescribed in this Reimbursement Policy and as may be prescribed by us from time to time.

Reimbursement Amount shall be calculated in the manner provided below:

Final reimbursement value for Damage = (Reimbursement rate) x [(Fair Market Value of unit) - (JD Business Fees) – (Taxes)]

Reimbursement will be given to the seller as per the timeline mentioned below:

Reason for damage	Claim window	Reimbursement window*		
Inventory/ Product	NA	within 60 days from the date of return of the		
damaged by		products at seller premises.		
Customer/Logistics				
Partner				

^{*} This is subject to Logistics of all conditions.

A. Damage caused by the Customer/LSP

If the Products are damaged by the customer or by the Logistics Partner, the Reimbursement shall be processed automatically within 45 days of such Products returning to seller. The Seller is not required to raise a request for Reimbursement.

B. Removal of Damaged Product

In case the Products are returned to the Seller, and the Seller receives the Product/ inventory in damaged condition ("**Damaged Return**"), then the Seller must raise a reimbursement claim with our seller support team within 7 days from the date of delivery of the Damaged Return to the Seller. Any claim for Reimbursement filed or raised beyond the period of 7 (seven) days from the date of delivery, shall be liable to be rejected.

The claim for Reimbursement for the Damaged Returns must be in the specified format and contain the below mentioned details;

- 1. Unique ID(Ticket ID) and name of the Damaged Return
- 2. Quantity of the Damaged Return for which reimbursement is being claimed
- 3. Removal Order ID or in case of manual removal process, copy of removal order request email
- 4. Unique ID(Ticket ID) of the Damaged Return
- 5. Image and video of the Damaged Return in the following format
 - a. Image of the Damaged Return (One or two images which clearly depicts the damage.

- b. Image(s) of Damaged Return wherein the damage along with all the parts of the Damaged Returns are visible.
- c. Images captured from all the sides of the Damaged Return.
- d. Images of the unopened shipment box captured from all the side as handed over by the LSP.
- e. Video/CCTV footage of unpacking of the Damaged Return at the Seller's facility
- 6. Date of receipt of Damaged Return along with proof of receipt

In case of files heavier than 10MB, we recommend using online drives to share images and video footages.

Following cases are not covered in our reimbursement policy:

- 1. JD Business Prohibited /Restricted products are damaged during the process of removing such Products from the premises of the Logistics Partner.
- 2. Expired products get damaged during the process of removing such Products from the premises of the Logistics Partner.
- 3. Items that are provided to the Logistics Partner in damaged condition using your logistics vendor or non JD Business assigned Logistics partner.
- 4. Items shipped using Logistics Partner that are damaged due to inadequate packaging while sending Stock Transfer Order to Logistics Partner.
- 5. In case the Customer returns the products and such return request raised by the Customer specifies the Seller to be responsible for the return.
- 6. If the customer returns the product and such return is due to the reason being different/wrong product received in the original primary brand packaging.
- 7. Seller is not entitled to claim/receive Reimbursement if any product is rejected during inbound process due to poor packaging/ manufacturing date issue/expiry date issue/ wrong product in Stock Transfer Order.
- 8. Seller shall not receive Reimbursement if any product is found damaged during sample audit conducted at seller place while the primary packaging is intact.

For any Reimbursement related issues or to raise a claim you can contact our seller support team at [seller.disputes@justdial.com]

Title and Risk

Title of the product passes on to the Logistics Partner when you handover the products under packed condition (as per the packing guidelines provided to you) to the LSP to be delivered to the end-customer.

Title of the products passes on to your transporter from the date of handover of the products to your transporter.

Title of the products passes on to the Seller from the date of handover of the products by our Logistics Partner to you at your Premises.

Part B: Reimbursement Policy for Lost Inventory

We shall reimburse you towards the inventory lost while in the custody of the Logistics Partner due to no fault attributable to You. The Reimbursement towards the lost inventory shall be calculated basis

the fair market value of such inventory, less any applicable JD Business fees and taxes.

Final reimbursement value for Lost = (Fair Market Value of unit) - (JD Business Fees) – (Taxes)

Reimbursement will be done to the seller as per the timeline mentioned below:

Reason for loss Claim window		Reimbursement window
Inventory Lost in	NA	within 60 days from date of providing
Transit		the refund to customer

A. Order Lost in Transit

If your product is lost while on the way to getting delivered to the customer, or on the way to return to the Logistics Partner marked as Customer Return/ Undelivered, then the reimbursement process will be initiated automatically. If the product is not returned to the Logistics Partner within 60 days from the date of providing the refund to the customer, we will reimburse you for the lost inventory.

B. Product lost during return to the Seller

If the product is lost/damaged during return to the Seller, then the Seller must raise a claim with our Seller Support Team along with the proof of non-receipt of the product or receipt of the product in damaged condition within 7 days from the return product delivery date.

- 1. If the product containing multiple units has been lost or not delivered to the seller then following information is required to be provided by the Seller to file claims:
 - Removal Order ID or in case of manual removal process share removal order request email.
- 2. If one or more units missing in a product then to file claims for this issue, information required is:
 - Removal Order details or in case of manual removal process share removal order request email
 - Removal order shipment received date
 - Copy of the POD which calls out that units were received short
 - Ticket ID and Item Name (s) within the above removal order-ID for which reimbursement is being claimed
 - Quantity(s) of the above Item Name (s) for which reimbursement is being claimed
 - I images of the returned unopened shipment box/ outer packaging handed by logistics partner
 - Video of unpacking of returned parcel or CCTV footage of seller's facility where returns are processed

In case of files heavier than 10MB, we recommend using online drives to share images and video footages.

In case the lost product is found after giving reimbursement or we ascertain that the reimbursement is given by mistake, then we have the right to deduct the full amount reimbursed to you.

For any reimbursement related issues or to raise a claim you can contact our seller support team at [seller.disputes@justdial.com]

Appendix

A. Fair Market Value (FMV)

Fair Market Value shall be calculated basis the lowest Average Selling Price of the Product in question on JD Business in previous 90 days period. If we don't have enough information to calculate the Reimbursement amount for a Product, we will assign a value to your inventory based on identical/similar Products.

The price indicators we compare for FMV calculation:

- The lowest price at which you have sold the Product on JD Business over the past 90 days.
- The lowest price at which other sellers have sold the identical/similar Product on JD Business over the past 90 days.
- The current list price you have set for the identical/similar Product on JD Business or the mean list price if you have multiple listings for the identical/similar Product.
- The current list price for the identical/similar Product from other sellers on JD Business.

B. Reimbursement Rate

Reimbursement will be provided to the seller as per fixed reimbursement rate for each category irrespective of damage/rejection reason at Returns after quality check.¹

Illustration

If a product returned by the Customer is found damaged at the premises of the Logistics Partner, then reimbursement calculation will be as follows:

		Personal Care - Trimmer (wt 700gm)		Kitchen small appliances - Idli Maker (wt 1200 gm)		Baby Care - Diapers (wt 400 gm)	
A	Fair Market Value (Lowest ASP in Last 90 days)	1000	1000	2000	2000	500	500
В	GST in ASP	5%	48	5%	95	5%	24
С	Commission	11%	110	5.50%	110	6%	30
D	Fixed Fees	2%	20	2%	40	2%	10
E	Handling Fees (if any)	61.5	61.5	80.5	80.5	46.5	46.5
F	Effective Reimbursement Rate	32%	0.32	51%	0.51	47%	0.47
G	Final Reimbursement Value	(A-B-C-D- E)*F	243.4819048	(A-B-C-D- E)*F	853.87	(A-B-C-D- E)*F	183.15

Handling Fees = Labelling fees + Pick & Pack fees + Regional Shipping fees as per weight

Handling fees (Trimmer wt 700 gm) = 1.5 + 9 + 51 = 61.5

Handling fees (Idli maker wt 1200 gm) = 1.5 + 9 + 70 = 80.5

Handling fees (Diapers wt 400 gm) = 1.5 + 9 + 36 = 46.5

 $^{^{\}scriptscriptstyle 1}$ Please note that these rates have been calculated as per data availability. It may be subject to change.