



TERMS OF USE FOR VENDORS

Official Commercial Terms & Standard Operating Procedures for Suppliers, Wholesalers & Manufacturers Listing and Uploading Products on XIPE South Africa.

OPERATING ENTITY

XIPE GLOBAL (Pty) Ltd

Director: **ZHOU, QINGFENG**

STATUTORY REGISTRATIONS

CIPC Reg No.: **2026/373359/07**

SARS TAX No.: **9404521230**

PRINCIPAL DOMICILIUM

15 Glen Eagle Office Park, 105 Koorsboom Avenue, Glen Erasmia, Gauteng, 1619

MANDATORY VENDOR NOTICE & EXECUTION REQUIREMENT:

PLEASE READ THESE TERMS CAREFULLY BEFORE REGISTERING AS A VENDOR ON THE XIPE MARKETPLACE. BY EXECUTING THIS TERM SHEET ELECTRONICALLY OR BY LISTING PRODUCTS ON THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE UNCONDITIONALLY BOUND BY THESE TERMS UNDER SOUTH AFRICAN LAW.

1. INTRODUCTION & SCOPE

ART. 01

1.1 These Terms of Use ("Terms") constitute a legally binding agreement between **XIPE GLOBAL (Pty) Ltd** ("XIPE", "we", "us", or "our"), registration number 2026/373359/07, and you ("Vendor", "you", or "your") regarding your access to and use of the XIPE Online Marketplace platform ("Platform") for the purpose of listing, marketing, and selling products to registered hardware store buyers ("Buyers") in the Republic of South Africa.

1.2 Independent Intermediary Status: XIPE operates the Platform as an independent intermediary. We do not purchase, own, or take title to your products. We provide trade e-commerce technology, payment collection, logistics coordination, and buyer relationship management services. Each sale is a direct contract between you and the Buyer, facilitated and settled by XIPE.

2. DEFINITIONS

ART. 02

- **"Buyer"** means a registered hardware retail store, building merchant, or commercial trade purchaser who places orders through the Platform.
- **"Category Matrix"** means the sub-category classification system published by XIPE and updated from time to time.
- **"Commission"** means the fifteen percent (15%) fee charged by XIPE on the Net Product Value of each successfully delivered order.
- **"Net Product Value"** means the product selling price excluding shipping fees, Value Added Tax (VAT), promotional discounts, and returned merchandise.
- **"Platform"** means the XIPE Online Marketplace website (xipe.co.za), mobile web interface, and associated vendor portal facilities.
- **"Pickup Location"** means your designated commercial warehouse or fulfillment facility located physically within South Africa from which XIPE logistics collects fulfilled orders.
- **"Products"** means the trade-ready finished hardware goods you list on the Platform.
- **"Supply Price"** means the price at which you agree to supply Products to XIPE for platform resale, net of Commission.

3. VENDOR ELIGIBILITY & ONBOARDING

ART. 03

3.1 Statutory Eligibility: To register as a Vendor, you must: (a) be a legally registered business entity in good standing; (b) hold valid tax and VAT registration in your jurisdiction; (c) maintain a physical Pickup Location in South Africa with ready stock; and (d) provide true, accurate, and complete registration information.

3.2 Strict Physical Ready Stock Requirement: All Vendors — regardless of country of origin — must hold ready physical stock in South Africa. Cross-border drop-shipping or direct-from-factory shipping to South African Buyers is strictly prohibited unless expressly authorized in writing by XIPE.

3.3 Vetting & Approval: XIPE reserves the absolute right to approve or reject any Vendor application at its sole discretion. Approval does not constitute an endorsement of your products, business practices, or creditworthiness.

3.4 Overseas Manufacturers: Overseas manufacturers must independently complete all South African import formalities (including South African Revenue Service customs clearance, import tariffs, and import VAT) and ensure goods are physically available at a South African warehouse prior to listing. XIPE does not arrange or pay for international freight or customs clearance.

4. CATEGORY EXCLUSIVITY & PERFORMANCE METRICS

ART. 04

4.1 Exclusive Allocation: XIPE assigns product categories to Vendors on an exclusive basis within the Platform. During your active term, no other Vendor may list Products in the categories assigned to you (as set out in your Category Assignment Schedule).

4.2 Matrix Governance: Categories are defined at the sub-category level per the Category Matrix. XIPE may create, merge, or split categories with 14 days' prior written notice.

4.3 SKU Expansion: You may request to add new SKUs within your assigned categories. XIPE reviews and approves or rejects such requests within 5 working days based on quality standards, pricing parity, and category fit.

4.4 6-Month Performance Review: Exclusivity is reviewed every 6 months. If you fail to maintain ready stock levels of at least 80% of your assigned SKUs for 30 consecutive days, or if your seller fulfillment rating falls below 3.5/5 for 60 days, XIPE may open your category to additional Vendors without requiring prior consent.

5. PRODUCT LISTINGS & QUALITY STANDARDS

ART. 05

5.1 Accuracy & Inventory Sync: You are solely responsible for the accuracy of all product data, including descriptions, technical specifications, imagery, pricing, and stock levels. You must update inventory in real time. Listing out-of-stock items constitutes a material breach of these Terms.

5.2 Finished Goods Only: All Products must be original finished goods. You are strictly prohibited from listing: (a) locally assembled or substandard modified goods; (b) repackaged or relabeled goods; (c) goods mixed with non-XIPE approved accessories; or (d) counterfeit, infringing, or hazardous items.

5.3 Listing Removal: XIPE may remove, delist, or suspend any Product listing that violates these Terms, misleads Buyers, or harms the Platform's trade reputation, immediately and without prior notice.

6. PRICING & PRICE PARITY OBLIGATION

ART. 06

6.1 Pricing Authority: You set your Supply Price for each SKU. XIPE sets the final Platform Retail Price displayed to Buyers, which incorporates your Supply Price plus XIPE's markup (covering Commission and logistics recovery). You may recommend a retail price, but final platform pricing authority rests with XIPE.

6.2 Mandatory Price Parity Obligation: You guarantee that the Platform Retail Price shall not be higher than the price at which the identical SKU is offered on your own commercial channels (including your physical stores, direct website, Takealot, Jumia, or any other third-party wholesale marketplace). If XIPE detects an undercutting price elsewhere, you must match it on the Platform within 48 hours or face immediate temporary suspension of the offending SKU.

6.3 Price Adjustments: You may request price adjustments with 7 days' prior notice. XIPE may reject adjustments that violate the price-parity policy or harm trade competitiveness.

6.4 Platform Promotions: XIPE may run Platform-wide trade campaigns. You agree to participate in authorized promotions up to a maximum discount of 10% off your Supply Price, unless otherwise agreed in writing. You absorb the supply discount; XIPE absorbs the marketing and logistics promotion cost.

7. ORDERS & LOGISTICS FULFILLMENT

ART. 07

7.1 24-Hour Collection SLA: When a Buyer places an order, XIPE confirms payment receipt and releases the order to you for fulfillment. You must ensure goods are packaged in protective export cartons, labeled with XIPE shipping waybills, and ready for courier collection at your Pickup Location within 24 hours of order confirmation (or by 10:00 AM the following business day for orders placed after 2:00 PM SAST).

7.2 Collection & Courier Handover: XIPE's logistics fleet or designated courier partner collects goods directly from your South African Pickup Location and executes last-mile delivery to the Buyer. You do not handle last-mile delivery. Risk of loss or damage transfers from you to XIPE at the precise moment our logistics signs the pickup manifest.

7.3 Delivery Costs: Local delivery cost from your South African Pickup Location to the Buyer is borne entirely by XIPE (recovered via Platform Retail Pricing). You bear zero domestic courier delivery fees.

7.4 Pickup Domicilium: You must designate one or more physical South African Pickup Locations and notify XIPE of any address change at least 7 days in advance.

8. PAYMENT COLLECTION, COMMISSION & SETTLEMENT

ART. 08

8.1 Direct Bank Transfer Collection: Buyers make payment by direct bank transfer (EFT) to XIPE GLOBAL (Pty) Ltd's designated South African commercial bank account. XIPE verifies receipt of cleared funds before releasing orders for warehouse fulfillment.

8.2 Payment Verification SLA: XIPE commits to confirming Buyer payments within 4 business hours during official business days (Monday–Friday, 08:00–17:00 SAST). Orders placed outside business hours are confirmed by 10:00 AM the next business day.

8.3 15% Net Commission: XIPE charges a Commission of 15% of the Net Product Value on each successfully delivered order. Commission is calculated strictly after deducting shipping, VAT, discounts, and verified returns.

8.4 Monthly Settlement Cycle: XIPE provides a monthly reconciliation statement within 5 working days after month-end. You must confirm the statement within 3 working days. XIPE remits the net balance (order value minus Commission and agreed statutory deductions) by the 15th of the following calendar month.

8.5 Threshold Carry-Forward: If net settlement for a calendar month is below USD 200 (for overseas manufacturers) or ZAR 3,000 (for local wholesalers), the balance is automatically carried forward to the following month until the threshold is attained.

8.6 Returns & Reversals: If a Buyer is refunded for a valid defect or non-delivery, the corresponding Commission is reversed. If refund occurs following settlement, XIPE deducts the order value from your subsequent settlement cycle.

8.7 Banking Fees: You bear the cost of receiving settlement remittances (e.g. your local bank transfer fees or FX conversion fees for overseas accounts).

9. AFTER-SALES, RETURNS & PRODUCT DEFECT LIABILITY

ART. 09

9.1 Facilitation Scope: XIPE's role is strictly commercial facilitation and logistics coordination. XIPE does not manufacture, alter, or warrant Products. XIPE assumes no liability for product defects, safety failures, fitness for specific purpose, or regulatory non-compliance.

9.2 Manufacturer & Wholesaler Warranty: You are solely responsible for: (a) product quality and conformity to advertised specifications; (b) compliance with all applicable South African standards (SABS, NRCS, Consumer Protection Act 68 of 2008); (c) technical documentation; and (d) honoring statutory warranty obligations.

9.3 7-Day Buyer Return Window: Buyers may request returns within 7 calendar days of delivery for: (a) defective or damaged goods; or (b) incorrect SKU delivered. Return courier charges for valid defect claims are borne by you.

9.4 48-Hour Defect Resolution SLA: When a Buyer reports a defect, XIPE logs the claim and notifies you within 24 hours. You must respond with a definitive commercial resolution (immediate replacement, credit note, or repair instruction) within 48 hours. If you fail to respond within 48 hours, XIPE reserves the right to issue a full refund to the Buyer and deduct the amount from your next settlement statement.

9.5 Indemnity: You shall defend, indemnify, and hold harmless XIPE GLOBAL (Pty) Ltd, its directors, employees, and logistics agents against any claims, losses, damages, or statutory fines arising from product defects, IP infringements, or regulatory non-compliance.

10. DATA CONFIDENTIALITY & 24-MONTH NON-CIRCUMVENTION

ART. 10

CONFIDENTIAL INFORMATION & RESTRAINT COVENANT

10.1 Exclusive XIPE Data Ownership: All Buyer data — including store legal names, physical addresses, contact persons, telephone numbers, purchase histories, pricing tier structures, and trade inquiries — is the exclusive and confidential proprietary asset of XIPE under the Protection of Personal Information Act (POPIA). You receive only information strictly necessary to fulfill a designated dispatch.

10.2 Confidentiality Restraint: You agree not to disclose, share, sell, aggregate, transfer, or make available any Buyer data or XIPE trade data to any third party (including competing wholesale platforms, importers, or data brokers) during your tenure on the Platform and for **twenty-four (24) months** following account termination.

10.3 Direct Contact Prohibition (Non-Circumvention): You covenant that you shall not, during your use of the Platform and for **twenty-four (24) months** after termination, directly or indirectly solicit, contact, visit, or transact with any Buyer introduced through the Platform for the purpose of selling hardware goods outside the Platform, diverting orders to competing channels, or establishing off-platform supply agreements that bypass XIPE.

10.4 Employee & Representative Bound: You shall ensure that your directors, sales representatives, logistics staff, and commercial affiliates strictly comply with this restraint.

10.5 Liquidated Damages Remedy: Any breach of this Article constitutes a material, non-curable breach. In addition to immediate platform delisting, XIPE shall be entitled to claim liquidated damages equal to **thirty-six (36) months of Commission calculated on the circumvented Buyer's historical average monthly orders, together with all attorney-and-own-client legal enforcement costs.**

11. INTELLECTUAL PROPERTY & BRAND LICENSING

ART. 11

11.1 Vendor IP & Marketing License: You retain ownership of your registered trademarks, product designs, and technical documentation. By listing on the Platform, you grant XIPE a non-exclusive,

royalty-free, worldwide license to display your brand marks, product photography, and descriptions for platform marketing, buyer search indexing, and order processing.

11.2 Platform Proprietary Assets: The XIPE Platform, brand identity, logos, software architecture, and compiled buyer databases are the exclusive property of XIPE.

11.3 IP Warranty: You warrant that your Products do not infringe any third-party patent, trademark, copyright, or industrial design rights.

12. TERM, SUSPENSION & TERMINATION

ART. 12

12.1 Term & Renewal: These Terms commence on the date you execute this term sheet online or first list a Product, and continue for one (1) year, automatically renewing for successive 1-year terms unless either party provides 30 calendar days' prior written notice of non-renewal.

12.2 Summary Termination Grounds: XIPE may suspend or terminate your vendor access immediately, without prior notice, upon: (a) price parity violation uncured after 48 hours; (b) repeated failure to meet the 24-hour collection SLA; (c) product defect rate exceeding 5% of monthly orders; (d) breach of Article 10 (Confidentiality & Non-Circumvention); (e) IP infringement claims; (f) listing out-of-stock items; or (g) holding inventory outside South Africa.

12.3 Post-Termination Wind-Down: Upon termination: (a) your listings are deactivated within 48 hours; (b) pending confirmed orders must be fulfilled; (c) final settlement is concluded within 30 days post-reconciliation; and (d) Articles 10, 11, and 13 survive termination indefinitely.

13. GOVERNING LAW & BINDING ARBITRATION

ART. 13

13.1 Governing Jurisdiction: These Terms are governed by and construed in accordance with the laws of the **Republic of South Africa** for local South African wholesalers, and by the laws of the **People's Republic of China** for overseas manufacturers registered under overseas corporate jurisdiction.

13.2 Dispute Escalation & Arbitration: Disputes shall first be addressed through good-faith executive consultation within 30 days. Failing amicable resolution:

- **Local Wholesalers:** Disputes shall be referred to and definitively resolved by confidential expedited arbitration administered by the **Arbitration Foundation of Southern Africa (AFSA)** in Johannesburg, Gauteng.
- **Overseas Manufacturers:** Disputes shall be submitted to the **China International Economic and Trade Arbitration Commission (CIETAC)** in Beijing in accordance with CIETAC arbitration rules.

13.3 Statutory Compliance: Platform operations in South Africa strictly observe the Consumer Protection Act No. 68 of 2008, the Protection of Personal Information Act No. 4 of 2013 (POPIA), and the Electronic Communications and Transactions Act No. 25 of 2002 (ECTA).

14. GENERAL PROVISIONS

ART. 14

14.1 Amendments: XIPE may revise these Terms by publishing updated terms on the Platform and providing written notice. Continued participation after 14 days constitutes binding acceptance.

14.2 Entire Agreement: These Terms constitute the entire agreement between you and XIPE and supersede all prior verbal or written understandings.

14.3 Severability: If any provision is held unenforceable, the remainder shall continue in full legal force.

14.4 Official Notices Domicilium: Legal notices to XIPE must be addressed to:

XIPE GLOBAL (Pty) Ltd

15 Glen Eagle Office Park, 105 Koorsboom Avenue, Glen Erasmia, Gauteng, 1619, South Africa

Official Email: **sales@xipeglobal.co.za** / **admin@xipe.co.za**

— END OF STATUTORY TERMS OF USE (PAGES 1 TO 6 VERBATIM) —



VENDOR TERM SHEET EXECUTION FORM

Complete your company and signatory details to execute this agreement electronically under the South African Electronic Communications and Transactions Act (ECTA No. 25 of 2002).



1. LEGAL ENTITY & TAX REGISTRATIONS

Registered Legal Entity Name *

Trading Name (DBA)

CIPC Registration Number / Business Reg *

SARS TAX / VAT Number *

Vendor Classification *



Local South African Wholesaler
Governed by South African Law (AFSA Arbitration)



Overseas Direct Manufacturer
Must maintain ready stock in SA (CIETAC Arbitration)



2. SOUTH AFRICAN PHYSICAL WAREHOUSE (PICKUP LOCATION)

Where XIPE logistics collects packed orders within 24 hours of confirmation. Must be a physical address in South Africa with ready stock.

Street Address & Warehouse Unit *

City / Suburb *

Postal Code *



3. AUTHORIZED COMMERCIAL SIGNATORY

Full Legal Name *

Designation / Title *

Corporate Email *

Direct Mobile / WhatsApp *



4. MANDATORY STATUTORY COVENANTS (ALL 7 REQUIRED)

[Select All Checkboxes](#)

- ☐ **Clause 3.2 (Mandatory SA Ready Stock):** We covenant that all listed SKUs are physically warehoused in South Africa and ready for immediate collection. Zero cross-border drop-shipping.
- ☐ **Clause 6.2 (Price Parity Guarantee):** We guarantee not to undercut the Platform Retail Price on Takealot, our own physical retail, or direct websites, with a 48-hour cure commitment.
- ☐ **Clause 7.1 (24-Hour Pickup SLA):** We commit to packing, labeling, and staging orders ready for XIPE courier collection within 24 hours of payment release.
- ☐ **Clause 8.3 (15% Net Commission):** We accept XIPE's 15% platform commission on Net Product Value (excluding VAT, delivery, and returns) settled monthly by the 15th.
- ☐ **Clause 9.4 (48-Hour Defect Resolution):** We commit to resolving Buyer warranty and defect claims within 48 hours and bearing return logistics for valid defects.
- ☐ **Article 10 (Confidentiality & 24-Month Non-Circumvention):** We acknowledge XIPE exclusive ownership of buyer data and agree not to bypass XIPE to transact directly with platform buyers for 24 months.
- ☐ **Full Agreement Acceptance:** We have read and agree to all 14 Articles of the XIPE Marketplace Terms of Use for Vendors as published above.



5. ELECTRONIC SIGNATURE & EXECUTION

Type Your Full Legal Signature *

Typing your name acts as your legal electronic signature under Section 13 of the South African Electronic Communications and Transactions Act (ECTA).

Execution Timestamp & Audit Trail:

Current Time: 2026/10/16, 20:32:31 (SAST)
Platform Jurisdiction: South Africa (AFSA) / China (CIETAC)

Secure Cryptographic Hash & IP Logged Upon Submission

By clicking below, you confirm full corporate authority to bind your legal entity.



ELECTRONICALLY EXECUTE & AGREE TO TERMS