

VENDOR PARTNER AGREEMENT

IMPORTANT NOTICE

This document is a business and operational draft.

It is not final legal advice.

Before use with real vendors, this agreement must be reviewed by a qualified Kenyan advocate.

2. Background

Havey operates a local commerce and delivery platform that allows customers to discover vendors, place orders, pay for goods, and receive delivery.

The Vendor wishes to list its products on the Havey platform and receive customer orders through Havey.

Havey wishes to onboard the Vendor as an approved vendor partner subject to the terms of this Agreement.

The Parties agree as follows.

3. Definitions

In this Agreement:

Term	Meaning
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Agreement	This Vendor Partner Agreement and all schedules attached to it
Havey	The platform operator listed in Clause 1
Platform	The Havey mobile app, web app, dashboards, systems, and related
services	
Vendor	The business approved to sell products through Havey
Customer	A person who places an order through Havey
Driver	A person assigned to collect and deliver an order
Order	A customer request for products listed by the Vendor
Products	Items listed by the Vendor on Havey
Restricted Products	Products requiring extra approval, including pharmacy and alcohol
products	
Vendor Dashboard	The web portal used by the Vendor to manage products, orders, prices, and
availability	
Commission	The amount or percentage charged by Havey on eligible
orders	
Settlement	Payment due to the Vendor after applicable deductions, holds, refunds, disputes, or
adjustments	
Held Funds	Amounts temporarily held before settlement release
Confidential Information	Non-public business, technical, customer, payment, operational, or platform
information	

4. Appointment and relationship

Havey appoints the Vendor as an independent vendor partner on the Platform.

The Vendor is not an employee, agent, branch, subsidiary, or legal representative of Havey.

Nothing in this Agreement creates an employment relationship, partnership, joint venture, franchise, or agency relationship between the Parties.

The Vendor remains responsible for operating its own business, staff, products, licenses, stock, prices, and legal compliance.

5. Term

This Agreement begins on the date signed by both Parties.

The Agreement continues until terminated in accordance with this Agreement.

Havey may require periodic review or renewal of this Agreement.

6. Vendor onboarding and approval

The Vendor must complete Havey onboarding before receiving orders.

The Vendor must provide accurate information, including:

- Business name
- Business location
- Contact details
- Product categories
- Operating hours
- Product list
- Settlement details
- Required business documents where applicable
- Restricted category documents where applicable

Havey may approve, reject, pause, suspend, or close a Vendor account based on operational, legal, compliance, safety, payment, or customer-experience reasons.

The Vendor may not receive orders until approved and activated by Havey.

7. Vendor obligations

The Vendor shall:

1. Provide accurate business information.
2. Provide accurate product information.
3. Maintain correct prices.
4. Maintain correct product availability.
5. Accept only orders it can fulfill.

6. Reject unavailable orders quickly.
7. Prepare accepted orders correctly and safely.
8. Package orders properly for delivery.
9. Hand over orders only to the assigned Havey driver or approved representative.
10. Keep operating hours updated.
11. Keep contact information updated.
12. Use the Vendor Dashboard responsibly.
13. Comply with all applicable laws, licenses, permits, and product rules.
14. Cooperate with Havey support, dispatch, and admin teams.
15. Avoid misleading customers.
16. Protect customer data received through Havey.
17. Report operational issues quickly.

8. Product listing and catalog accuracy

The Vendor is responsible for the accuracy of:

- Product names
- Product descriptions
- Product prices
- Product availability
- Product images
- Product categories
- Product sizes or variants
- Preparation times
- Product restrictions

Havey may reject, hide, edit, pause, or remove product listings that are inaccurate, misleading, unsafe, illegal, poor quality, duplicated, restricted, or harmful to customer trust.

The Vendor must not list products that it is not allowed to sell.

9. Stock and availability

The Vendor must keep stock and availability updated.

Where Havey provides manual catalog tools, the Vendor must update products manually.

Where Havey provides CSV import, POS sync, or inventory tools, the Vendor must still review and maintain product accuracy.

POS or inventory sync reduces manual work, but it does not remove the Vendor's responsibility for accurate products, prices, and availability.

Havey may mark products as unavailable, stale, pending review, or hidden if stock data is unreliable.

10. Vendor POS and product dashboard

Havey may provide a Vendor Dashboard or POS-like tools for:

- Product management
- Price updates
- Stock management
- Image uploads
- Order handling
- Sales history
- Settlement tracking
- Promotions
- Sponsored placement
- Analytics

The Vendor agrees that Havey may improve, modify, limit, or discontinue dashboard features from time to time.

Premium tools, advanced analytics, advertising, featured placement, or POS-like features may be subject to separate fees or additional terms.

11. Order handling

When the Vendor receives an order through Havey, the Vendor must accept or reject the order within the required operational time.

The Vendor must not accept an order unless it can prepare the correct products.

If the Vendor rejects an order, the Vendor must provide a valid reason, such as:

- Item unavailable
- Vendor too busy
- Vendor closed
- Price issue
- Restricted item issue
- Order unclear
- Other reason with explanation

Repeated rejection, delays, wrong items, or customer complaints may lead to reduced visibility, suspension, or termination.

12. Delivery handover

The Vendor must hand over the correct order to the assigned driver.

The Vendor should verify, where practical:

- Order ID
- Customer order summary
- Assigned driver identity
- Package completeness
- Pickup time

The Vendor must report pickup problems quickly.

Havey is not responsible for losses caused by the Vendor handing over an order to the wrong person or preparing the wrong order.

13. Restricted products

Restricted Products include, but are not limited to:

- Pharmacy products
- Alcohol products
- Products requiring special approval
- Products subject to legal, health, safety, age, or licensing rules

The Vendor must not list or sell Restricted Products unless Havey has approved the Vendor for that category.

Havey may require documents, licenses, declarations, or additional checks before approving Restricted Products.

Havey may suspend Restricted Product access at any time where there is legal, compliance, safety, customer, or operational risk.

The Vendor remains responsible for legal compliance relating to Restricted Products.

14. Prices, fees, and commission

The Vendor agrees to the fees and commission set out in Schedule 1.

Havey may charge:

- Commission per successful order
- Service fees
- Payment processing-related charges
- Advertising or featured placement fees
- Premium dashboard or POS tool fees
- Other agreed platform fees

Havey must communicate applicable fees clearly.

Any change to major fees should be communicated to the Vendor using reasonable notice unless urgent changes are required for legal, payment, fraud, or platform-safety reasons.

15. Payments and settlement

Havey may support payment methods including:

- M-Pesa STK Push
- Manual M-Pesa Till / PayBill verification
- Cash on delivery where approved
- Invite someone else to pay where available

Settlement to the Vendor is subject to:

- Successful order completion
- Payment confirmation
- Commission and fee deductions
- Refunds
- Disputes
- Chargebacks or payment reversals
- Cash reconciliation where applicable
- Fraud or risk review
- Platform settlement policy

The default MVP settlement rule is:

Vendor settlement becomes eligible after successful delivery, unless Havey policy states otherwise.

Havey may hold settlement where:

- The order is disputed
- The order is refunded or partially refunded
- Payment is not confirmed
- Cash is not reconciled
- Vendor conduct is under review
- Restricted Product compliance is under review
- Fraud or operational risk exists
- Required settlement details are missing

16. Held funds and settlement release

Havey may temporarily hold Vendor settlement until release conditions are met.

Held funds may be released after:

- Successful delivery
- Expiry of a dispute window
- Manual review
- Payment confirmation
- Cash reconciliation
- Compliance review
- Any other approved settlement policy

The Vendor understands that a preference for faster settlement does not override Havey's platform risk, refund, dispute, payment, or compliance policies.

17. Refunds, cancellations, and disputes

Refunds and cancellations may occur where:

- Vendor rejects order
- Product is unavailable
- Wrong item is prepared

- Delivery fails
- Customer raises a valid complaint
- Payment is duplicated
- Restricted Product issue occurs
- Havey or payment provider detects an issue

Havey may deduct refunds, reversals, adjustments, or dispute amounts from Vendor settlement where the issue is connected to Vendor action, Vendor error, or Vendor product unavailability.

Disputes shall be reviewed by Havey support, operations, or admin teams.

The Vendor must cooperate with dispute investigations.

18. Advertising and featured placement

Havey may offer vendors advertising, sponsored products, featured placement, top ranking, promotional tools, or visibility boosts.

Such features may be paid or promotional.

Havey does not guarantee a specific number of sales, views, clicks, impressions, customers, or revenue from advertising or featured placement unless expressly agreed in writing.

Advertising and featured placement must not be misleading.

Havey may reject or remove sponsored content that violates platform policy.

19. Customer data and privacy

The Vendor may receive limited customer information only for order fulfillment.

The Vendor shall not:

- Misuse customer data
- Contact customers outside approved order purposes
- Sell customer data
- Share customer data with unauthorized persons
- Use customer data for unrelated marketing without lawful basis
- Store unnecessary customer data outside approved systems

The Vendor must protect customer information received through Havey.

Special care must be taken with sensitive orders, including pharmacy-related orders.

20. Confidentiality

Each Party may access Confidential Information.

The receiving Party must not disclose Confidential Information except where:

- Required to perform this Agreement
- Required by law
- Approved in writing by the disclosing Party
- Shared with professional advisers under confidentiality obligations

This clause continues after termination of the Agreement.

21. Platform access and security

The Vendor must protect its account credentials.

The Vendor is responsible for activity performed by its authorized users.

The Vendor must notify Havey immediately if it suspects unauthorized access.

Havey may suspend access where there is suspected fraud, abuse, security risk, or unauthorized activity.

22. Intellectual property

Havey owns the Platform, software, systems, documentation, processes, designs, trademarks, and related intellectual property.

The Vendor owns or is responsible for rights to its business name, product content, images, logos, and other materials it provides.

The Vendor grants Havey permission to use Vendor content for:

- Product listings
- Order fulfillment
- Marketplace display
- Marketing the Vendor on Havey
- Promotions
- Customer support
- Platform operations

The Vendor confirms that it has the right to provide the content it uploads or submits.

23. Service availability

Havey will make reasonable efforts to keep the Platform available.

However, Havey does not guarantee uninterrupted availability.

The Platform may be unavailable due to:

- Maintenance
- Network issues
- Payment provider issues

- Cloud provider issues
- Security incidents
- Third-party outages
- Force majeure events
- Emergency operational action

24. Suspension

Havey may suspend the Vendor or any Vendor product where:

- Vendor provides false information
- Vendor repeatedly rejects orders
- Vendor repeatedly delays orders
- Vendor lists unavailable or misleading products
- Vendor violates Restricted Product rules
- Vendor misuses customer data
- Vendor engages in fraud or suspected fraud
- Vendor creates customer safety risk
- Vendor fails to cooperate with support or dispute review
- Vendor violates this Agreement or platform policies

Suspension may be temporary or permanent.

Havey may notify the Vendor of the reason where appropriate.

25. Termination

Either Party may terminate this Agreement by giving written notice.

Havey may terminate immediately where there is serious breach, fraud, safety risk, legal risk, abuse, data misuse, restricted category violation, or reputational harm.

Termination does not remove obligations relating to:

- Unpaid fees
- Pending refunds
- Disputes
- Confidentiality
- Data protection
- Audit obligations
- Outstanding settlement reconciliation
- Legal claims

26. Limitation of liability

To the maximum extent allowed by law, Havey shall not be liable for indirect, incidental, special, punitive, or consequential losses, including loss of profits, loss of goodwill, loss of business opportunity, or loss arising from Vendor error.

Nothing in this Agreement limits liability that cannot be limited under applicable law.

This clause requires legal review before use.

27. Indemnity

The Vendor agrees to indemnify and hold Havey harmless against claims, losses, damages, penalties, costs, or expenses arising from:

- Vendor product issues
- Incorrect prices or availability
- Unsafe products
- Illegal products
- Restricted Product violations
- Vendor staff conduct
- Vendor misuse of customer data
- Vendor breach of this Agreement
- Vendor failure to comply with applicable laws
- Third-party claims relating to Vendor content or products

This clause requires legal review before use.

28. Notices

Official notices may be sent by:

- Email
- Physical delivery
- Platform notification
- WhatsApp or SMS where operationally accepted
- Any other method agreed by the Parties

Notice details:

Havey Notice Email: [Insert Email]

Vendor Notice Email: [Insert Email]

Vendor Phone: [Insert Phone]

Important legal notices should preferably be sent by email and/or physical delivery.

29. Dispute resolution

The Parties should first try to resolve disputes through good-faith discussion.

If the dispute is not resolved, the Parties may escalate to mediation or another dispute resolution method agreed by the Parties.

If still unresolved, the dispute may be handled under the laws and courts of Kenya, unless another legally reviewed dispute resolution clause is inserted.

This clause requires legal review before use.

30. Governing law

This Agreement shall be governed by the laws of Kenya.

This clause requires legal review before use.

31. Entire agreement

This Agreement, together with its schedules and referenced platform policies, forms the understanding between the Parties regarding the Vendor's use of Havey.

If there is a conflict between this Agreement and operational guidance, this Agreement should control unless otherwise stated.

32. Amendments

Havey may update operational policies, platform rules, fees, or product requirements from time to time.

Material changes should be communicated to the Vendor using reasonable notice where practical.

The Vendor's continued use of the Platform after notice may be treated as acceptance of updated terms, subject to legal review.

33. Schedules

The following schedules form part of this Agreement.

Schedule 1 — Fees and commission

Commission Rate: [Insert % or amount]

Payment Processing Charge: [Insert where applicable]

Featured Placement Fee: [Insert where applicable]

Premium Dashboard Fee: [Insert where applicable]

Other Charges: [Insert where applicable]

Schedule 2 — Settlement details

Settlement Method: [M-Pesa / Bank / Other]

Settlement Account Name: [Insert]

Settlement Account Number / Phone: [Insert]

Settlement Frequency: [Daily / Weekly / Manual / Other]

Default Settlement Policy: [After delivery / Other]

Schedule 3 — Vendor products and categories

Approved Categories:

- [Insert Category]
- [Insert Category]

Restricted Categories Approved:

- [Insert if applicable]

Schedule 4 — Vendor operating location

Physical Location: [Insert]

Town: [Insert]

Pickup Instructions: [Insert]

Operating Hours: [Insert]

Schedule 5 — Authorized vendor users

Vendor Owner:

Name:

Phone:

Email:

Vendor Staff:

Name:

Phone:

Email:

Role:

34. Execution

Signed for and on behalf of Havey:

Name: _____

Title: _____

Signature: _____

Date: _____

Signed for and on behalf of the Vendor:

Name: _____

Title: _____

Signature: _____

Date: _____

Witnessed by:

Name: _____

ID/Passport No: _____

Phone: _____

Signature: _____

Date: _____

35. Review notes

Before this Agreement is used externally, legal review is required for:

- Vendor classification
- Commission and fee clauses
- Payment collection model
- Settlement and held-funds wording
- Refund and dispute handling
- Data protection obligations
- Restricted product obligations
- Alcohol and pharmacy category wording
- Limitation of liability
- Indemnity
- Dispute resolution
- Termination rights
- Electronic acceptance/signature validity

36. Change log

Version	Date	Notes
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0.1.0	2026-06-10	Initial vendor partner agreement draft.