

D-Com v/G2 - Building Technologies International AS - Partner Agreement

This partnership agreement (the "Agreement") is between G2 Building Technologies International AS ("G2") and the partner as a supplier ("Partner"). The agreement applies if the Partner is active on G2's owned and operated D-Com platform ("D-Com").

By joining D-Com, the Partner confirms having accepted and understood the following terms and conditions that regulate using D-Com, services, commissions, etc.

1. Overview

D-Com is a commission-based platform that connects partners, sales agents, and customers. This Agreement describes the Partner's rights and responsibilities.

D-Com acts solely as a platform connecting Partners, sales agents, and customers. D-Com does not own, inspect, or guarantee the products sold by Partners and assumes no liability for product quality, fulfillment, or compliance with applicable laws.

2. Product Rights & Responsibilities

2.1 Product Ownership & Licensing

The Partner warrants that they own, license, or have the legal right to sell all products listed on the D-Com platform. The Partner shall indemnify and hold D-Com harmless from any claims, losses, or legal actions arising from intellectual property violations.

2.2 Product Registration, Information, and Pricing

The Partner must maintain accurate and up-to-date product listings, including stock levels, pricing (including all costs), and technical specifications. Failure to update information that leads to disputes, chargebacks, or misleading sales may result in suspension or termination.

2.3 Shipping and Returns

The Partner is solely responsible for the entire delivery process until the customer receives the product. The Partner is also responsible for handling guarantees, returns, and cancellation periods in compliance with consumer protection laws. If a return occurs, the cost of return shipping is the Partner's responsibility unless otherwise stated.

2.4 Compliance and Conduct

- The Partner must comply with local, national, and international laws, including tax and export/import regulations.
- Ethical behavior is mandatory in every context.

3. Sales Agents and Commission

Sales agents earn commissions on fully paid, non-returned, and non-disputed orders. In chargebacks, fraud, or unresolved disputes, commissions may be withheld until the matter is resolved.

4. D-Com, Commission, and Shipping

Commission rates are subject to industry-based adjustments. D-Com reserves the right to adjust rates at its sole discretion.

The Partner is fully responsible for determining shipping costs. D-Com is not liable for disputes arising from shipping overcharges, delays, or inadequate packaging.

5. Payment Plan

Payments to Partners are processed within **30 days** of the confirmed product delivery date, provided the customer has paid in full and has not disputed or requested a refund.

6. Right to Use and Operate D-Com

D-Com reserves the right to reject or remove any product listings that contain misleading, unethical, or inappropriate content. D-Com also reserves the right to suspend Partners who repeatedly list non-compliant products.

7. Termination and Legal Protection

D-Com reserves the right to terminate a Partner's account immediately in cases of legal violations, fraudulent activity, or ethical breaches. Upon termination, outstanding payments and commissions will be reviewed case-by-case. Affected Partners may submit an appeal within 10 business days.

8. Limitation of Liability

D-Com is not liable for indirect, incidental, or consequential damages arising from the Partner's platform use. The Partner is responsible for all claims, legal disputes, and customer complaints about its products and services.

9. Privacy and Data Security

Both parties must adhere to all applicable privacy laws, including GDPR when processing customer data. The Partner agrees to use customer data only for order fulfillment and shall not share or sell customer information.

10. Force Majeure

Neither party is responsible for non-fulfillment when it is due to circumstances entirely beyond their control.

11. Future D-Com Services & Updates

D-Com reserves the right to introduce new services, updates, or changes to the platform. Any material changes to this Agreement will be communicated via email and platform notifications and will take effect **30 days after notice**.

12. Final Agreement

By accepting these terms, the Partner acknowledges that this Agreement is legally binding and confirms that they have read, understood, and agreed to the terms set forth herein.

For further clarifications, please contact D-Com for support at [support@d-comx.com]