

Manufacturer terms and conditions

Encore: Empowering B2B Commerce in Egypt

- Manufacturer terms and conditions

These Terms and Conditions (“Agreement”) govern the participation of manufacturers (“Manufacturers”) in Encore’s B2B marketplace. By registering on Encore, Manufacturers expressly agree to comply with all terms set forth in this Agreement. Non-compliance will result in strict enforcement actions, including financial penalties, account suspension, legal action, and permanent termination from the platform.

Encore reserves the right to modify these terms at any time, with or without notice, and continued use of the platform constitutes acceptance of the latest terms.

1. Manufacturer Obligations & General Compliance

To maintain a professional, transparent, and legally compliant marketplace, Manufacturers must adhere to the following:

- Provide true, complete, and up-to-date business information, including company registration, tax identification, and compliance certificates.
- Maintain strict compliance with local, national, and international trade laws, including import/export regulations, fair competition laws, and consumer protection acts.
- Manufacturers are solely responsible for ensuring their products meet all safety, regulatory, and legal standards applicable in the jurisdictions where they operate.
- Participation in fraudulent activities, data manipulation, money laundering, or unethical business practices will lead to immediate legal action and lifetime banning from Encore.

2. Product Listings, Accuracy & Prohibited Products

To maintain the integrity of Encore’s marketplace, Manufacturers must adhere to strict product listing standards:

- All product listings must be 100% accurate, up-to-date, and legally compliant. Any misrepresentation, misleading information, or false advertising will result in immediate removal, financial penalties, and potential legal action.

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- No prohibited, counterfeit, stolen, illegal, or hazardous goods may be listed. This includes but is not limited to:
 - o Counterfeit or trademark-infringing goods.
 - o Expired, defective, or unregulated medical and pharmaceutical products.
 - o Weapons, explosives, narcotics, or restricted chemicals.

- o Products that violate intellectual property rights, patents, or copyrights.
 - Encore reserves the absolute right to reject or remove any listing deemed inappropriate, misleading, or legally questionable.
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3. Pricing, Fees, and Commission Structure

Manufacturers agree to the following financial terms:

- Encore charges a 6% commission per transaction, deducted at the time of payment processing. This fee is non-refundable under any circumstances.
 - Additional fees may apply for advertising, premium listing placements, and promotional services, as outlined in Encore's pricing policies.
 - Prices must remain consistent and competitive. Price manipulation, unjustified inflation, or artificial discounting will lead to financial penalties and account suspension.
 - Manufacturers must adhere to the best price policy, ensuring that products listed on Encore are not offered at lower prices on competing platforms.
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4. Order Fulfillment & Delivery Standards

To ensure a seamless transaction experience, Manufacturers must:

- Process and fulfill all confirmed orders on time as per the agreed-upon shipping schedule.
- Maintain a 100% fulfillment rate. Repeated cancellations, stock shortages, or fulfillment failures will result in penalties, suspension, or termination.
- Ensure proper packaging, quality control, and compliance with shipping and safety regulations.
- Orders delayed by more than 10 days beyond the committed delivery date may be subject to financial penalties, automatic refunds, or supplier suspension.
- If an order cannot be fulfilled, the Manufacturer must notify Encore and the buyer within 24 hours and provide an official justification.

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5. Product Quality Assurance & Returns Policy

Encore enforces strict quality control and return policies:

- All products must meet the promised quality, specifications, and safety standards. Inferior or defective products will result in refunds, account suspension, and potential legal action.
 - Products returned due to defects, damages, or misrepresentation must be refunded or replaced at the Manufacturer's expense.
 - Manufacturers must honor a minimum 7-day return policy, unless an exemption is explicitly granted by Encore.
 - Repeated quality issues leading to over 5% return/refund rates per quarter may result in account review, penalties, and possible termination.
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- Encore reserves the right to conduct random product audits, inspections, and quality control checks. Non-compliance may result in delisting and additional verification requirements.
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6. Customer Satisfaction, Reviews, and Dispute Resolution

To maintain trust within the Encore marketplace, Manufacturers must:

- Maintain a minimum customer satisfaction rating of 4.0/5.0. Ratings below this threshold for two consecutive quarters may lead to suspension or mandatory corrective actions.
 - Not engage in manipulating reviews, posting fake ratings, or incentivizing biased feedback. Any detected violations will result in immediate penalties and potential banning.
 - Cooperate in dispute resolution processes initiated by buyers.
 - Disputes regarding product defects, delays, or misrepresentation will be resolved through Encore's formal mediation process.
 - Failure to comply with dispute resolutions will result in financial penalties and account suspension.
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7. Ethical Business Conduct & Marketplace Integrity

Encore enforces strict ethical standards to protect the integrity of its marketplace:

- No attempts to conduct business outside the Encore platform. Contacting buyers to arrange direct sales, bypassing Encore's commission structure, or diverting traffic to external websites will lead to immediate termination.
- No fraudulent transactions, fake orders, or unauthorized reselling. Manufacturers engaging in such activities will be permanently banned and subject to legal consequences.

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- Strict confidentiality of buyer data must be maintained. Any misuse, unauthorized sharing, or selling of buyer information is strictly prohibited.
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8. Account Suspension, Penalties & Termination Policy

Encore reserves the right to enforce strict penalties, suspensions, and permanent bans for any non-compliance. Actions may include:

- Financial Penalties: Applied for repeated policy violations, failed deliveries, excessive refund rates, or misleading listings.
 - Temporary Suspension: If a Manufacturer fails to meet quality, compliance, or fulfillment standards, Encore may impose a suspension period (7-30 days).
 - Permanent Termination: Any severe violation, including fraud, counterfeit sales, or failure to meet trade regulations, will result in an immediate and lifetime ban from Encore.
 - Legal Action: Encore reserves the right to pursue legal measures against Manufacturers engaging in fraudulent or unlawful activities.
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9. Amendments & Governing Law

- Encore reserves the absolute right to update, amend, or modify these Terms and Conditions at any time. Manufacturers must regularly review and comply with all updated policies.
 - Any legal disputes arising under these terms will be governed by Egyptian commercial law and subject to arbitration where applicable.
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