

GoLaTienda EU/EEA Seller Joining and Operation Assessment Rules

Updated on August, 1, 2023



These rules are applicable to merchants that intend to sale through the GoLaTienda platform and which are registered for online sales in a country of the European Union/European Economic Area (EU/EEA) from which applications are accepted in the system

Chapter 1 - Basic requirements for access application

Article 1. Enterprises

You have to be a company (whether a duly incorporated legal entity or a self-employed trader) properly registered and normally operating for online sales, under the law applicable to your jurisdiction of incorporation, as well as, where different, properly registered for online sales in the relevant country (countries) of the EU/EEA from which you operate and/or ship products from.

Article 2. Brands

In case that you operate through the use of a trademark, the trademark shall have been duly owned by or licensed to you. If you run some special trademarks (subject to system prompts), you may need to provide evidence of owning, having a license or benefiting from other valid legal ground(s) to use said trademark. For these purposes, "Trademark" means a trademark that has been granted by the relevant trademark office in the jurisdiction(s) were you sell or target your activity through the GoLaTienda platform and/or the EU Intellectual Property Office.

Article 3. Commodity Requirements

All goods must be shipped from a location within the jurisdiction(s) you have declared to operate from and/or ship products from, with a minimum of 14-day no-reason return service and a minimum of two-year warranty under applicable law for products to be delivered to EU/EEA addresses, without prejudice to other requirements under any applicable regulations regarding consumer protection or otherwise in the relevant jurisdiction(s) were you sell or target your activity.

In case of cross-border sales, you shall also comply with the relevant consumer, import, tax or other requirements applicable in the delivery destination location.

Notwithstanding the foregoing, note that for sellers operating from Spain or France, or shipping products from those countries, the no-reason return service shall be of a minimum of 15 days.

Note also that for sellers operating from Italy, or shipping products from Italy, the no-reason return service shall be of a minimum of 30 days and free of charge to the buyer (provided that the goods are returned in new, unused and in resalable condition).

In addition, if you are operating from Italy or France, or shipping products from any of those countries, in case that you advertise, claim and/or represent that any specific products are “made in” the relevant country (e.g. by applying, as the case may be, the “made in Italy” or “made in France” tag and/or listing them in such channel), the production of said products must have taken place totally or substantially in the relevant country. You may be required to provide evidence of production in said country. If said evidence is not provided or is not considered satisfactory at the platform’s discretion, then:

the relevant products listings may be removed and may never be allowed for relisting using the relevant “made in” or similar tags, in its description and/or in any exclusive channel;

you may be forced to fully refund any buyer which has purchased the affected products; and/or

if more than 5 products have already been removed, you may not be allowed to relist products using “made in Italy” or “made in France” (as the case may be) or similar tags for at least 90 days (at the platform’s discretion), and other products on your store may also be removed from the relevant channel or similar tags (for the same time period).

Chapter 2 - Detailed Requirements

Article 4. Apply for shop authority

You can apply to open 1 (one) shop at a time. Each company can apply for opening up to 4 (four) GoLaTienda shop accounts.

If you run some special categories (which will be announced to you through system prompts), you may need to provide relevant qualification before being able to post and sell products in such special categories.

Chapter 3 - Restrictions

Article 5. Trademark restrictions

Unless specific circumstances are met, stores cannot sell products which are suspected of unfair competition affecting a related trademark ("Restricted Trademarks"), that is, any trademark or brand involved in any of the following situations:

- (1) It is the same or similar to GoLaTienda' existing brands, channels, businesses and categories
- (2) contains the industry name or generic name or industry hot search words;
- (3) brands that includes celebrities or place names;
- (4) brands with the same or similar name to a well-known brand; or
- (5) pure graphic trademark.

When applying for the operation of Restricted Trademarks' products, GoLaTienda has the right to refuse or terminate the application for entry; and for Restricted Trademarks' products which are already being sold, GoLaTienda has the right to take down the related listings.

Article 6. Impact on consumer rights brand restrictions

Without prejudice to other remedies set forth under applicable law, the right to operate branded goods shall be discontinued if you run the brand in any of the following cases:

- 1) Branded goods are proved to be manufactured by manufacturers that do not have the manufacturing qualifications, or which do not meet the mandatory standards of the state, regional or local government, or those set by industry or enterprises; or a contractual restriction applies to the sale of those branded goods through GoLaTienda;
- 2) The brand is judged by GoLaTienda or a third party to be counterfeit or liable to confusion and misidentification among consumers due to its trademark, trade name, packaging and decoration, business name, product quality mark, etc.
- 3) During the operation period, the brand is proven to have a high dispute rate, a high complaint rate, a low market acceptance and the average score of branded product description is significantly lower than the industry average, seriously affecting the consumer experience, and after being informed by the platform, no obvious improvement has been achieved within one month.

Chapter 4 - Commission fees charged in real time

Article 7. Commission fees

Sellers shall pay commission at a certain percentage of their sales on the GoLaTienda platform.

Please refer to the table below for GoLaTienda platform's current commission rates for EU/EEA sellers across different categories.

Categories	Commission	
Home Appliances	5%	
Office & School Supplies	8%	
Beauty & Health	8%	
Phones & Telecommunications	Mobile Phones	5%
	Mobile Phone LCDs	5%
	other categories	8%
Tools	Garden Tools	8%
	Measurement & Analysis Instruments	8%
	Power Tools	8%
	Tool Sets	8%
	other categories	8%
Furniture	5%	
Apparel Accessories	8%	
	Office Electronics	5%
	Tablets	5%
	External Storage	5%
	Computer Peripherals	5%
	Computer Components	5%

Computer & Office	Memory Cards & Accessories	5%
	Networking	5%
	Computer Cables & Connectors	5%
	Mini PC	5%
	Laptops	5%
	Demo Board	5%
	Industrial Computer & Accessories	5%
	Servers	5%
	Desktops	5%
	KVM Switches	5%
	Computer Cleaners	5%
	Software	5%
	DIY Computer	5%
	Workstations	5%
	LCD Hinges	5%
	Laptop Adapter	5%
Laptop Batteries	5%	
Laptop Cooling Pads	5%	

	Laptop Docking Stations	5%
	Laptop LCD Inverter	5%
	Laptop LCD Screen	5%
	Laptop lock	5%
	Replacement Keyboards	5%
	Kids Tablet	5%
	Tablet LCDs & Panels	5%
	Tablet PC Stands	5%
	Tablets Batteries & Backup Power	5%
	Internal Storage	5%
	Demo Board Accessories	5%
	other categories	8%
Sports & Entertainment	Sneakers	8%
	other categories	8%
Women's Clothing	8%	
Weddings & Events	8%	
Hair Extensions & Wigs	10%	
Underwear	8%	
Apparel & Accessories	8%	
Security & Protection	5%	

Automobiles & Motorcycles	Engine Oil	8%
	Tires	8%
	Motorcycle Engine Oil	8%
	Motorcycle Tires & Wheels	8%
	other categories	8%
Shoes	8%	
Electronic Components & Supplies	8%	
Men's Clothing	8%	
Food	8%	
Consumer Electronics	Portable Audio & Video	8%
	Camera & Photo	8%
	Accessories & Parts	8%
	Home Audio & Video Equipment	8%
	Smart Electronics	8%
	Games & Accessories	8%
	DIY Parts	8%
	Power Source	8%
	Portable HiFi	8%
other categories	8%	

Mother & Kids	8%		
Luggage & Bags	8%		
Lights & Lighting	8%		
Watches	8%		
Toys & Hobbies	8%		
Home Improvement	Hardware	8%	
	Bathroom Fixture	8%	
	Kitchen Fixture	8%	
	other categories	8%	
Jewelry & Accessories	Fine Jewelry	8%	
	other categories	8%	
Novelty & Special Use	8%		
Home & Garden	8%		
Virtual products	Giftcard	Shopping gift card	3%
		Beauty & medical gift card	8%
		Food, travel & entertainment gift card	5%
	Coupons		5%
	Mobile phone recharge	Mobile phone balance top-	2%

		up	
		Mobile phone pin top-up	
		Mobile phone data top-up	
	Software & games		5%
Event tickets		10%	

Product information

It is strictly forbidden to post any pictures on this platform that contain real people. As part of our review process, any such images uploaded will be automatically disabled. We only allow product photos to be posted, ensuring the privacy and security of individuals featured in images. We take this matter seriously to provide a professional and safe environment for all users.

GoLaTienda also reserves the right to adjust the commission rate according to category developments at any time. The notification will be published on the platform's website or delivered through intra-net messages. Sellers need to pay attention to updates or modifications to these Rules. Currently 8% for all merchants until the action in the table above is published on the platform.

Chapter 5 - Business assessment

Article 8. Business assessment

GoLaTienda puts emphasis on the consumer experience, as follows:

I) GoLaTienda Categories Performance evaluation

II) Shop management supervision

The platform will regularly check and supervise overall business indicators of each store (detailed seller ratings/dispute rate). In case that the indicators for the operation of the stores under verification are much lower than the industry standards (i.e., much lower than the average level, low rate of praise, etc.), which seriously affects the consumer experience, the platform has the right to freeze the store operating authority, terminate the business, and/or disable the account.

Chapter 6 - Maximum number of products

Article 9. Maximum number of products that can be published

The total number of all kinds of products that you can post and keep online at GoLaTienda shops may be limited from time to time. If you need to increase this number, you may contact GoLaTienda seller support or your account manager to apply.

Chapter 7 - Restrictions and clearance

Article 10.

In case that sellers list products under the category of non-operating major categories in order to avoid GoLaTienda policies of acceptance into such categories, or sellers cheat annual sales or resort to fraud, the platform has the right to limit the listing of products by sellers, apply temporary penalty such as freezing an account, or closing an account.

Article 11.

If there are any serious offenses such as selling fake goods, speculation, fraud, etc., the seller's account can be closed by GoLaTienda, the seller may be removed from the operating category or be restricted to operate in GoLaTienda.

Article 12.

In case of serious infringement of GoLaTienda platform related agreements or rules, leading to serious damage to the interests of consumers and/or affecting the operating platform, the platform has the right to immediately freeze the account or shut down the seller operating authority.

Article 13.

You shall represent and warrant that all information provided to the platform during the period of your application to start and carry on operations, including but not limited to the accuracy and truthfulness of the company's background documents, trademark registration documents, authorization documents, and relevant information of the company, as well as its legal representatives and ultimate beneficial owners, is valid and up-to-date. Otherwise, GoLaTienda reserves the right to terminate or refuse your application at any time.

After you complete the joining process, GoLaTienda has the right to cancel your account based on a fundamental breach of contract and stop the service. GoLaTienda also reserves the right to include you in a list of non-honest clients and to refuse to provide you with other services in the future.

Article 14. Transaction violations

1) Falsified delivery

a) Scope of application

In order to ensure a healthy market order in the platform, to avoid the existence of fake deliveries and to improve the experience of platform users, the following rules shall apply, without prejudice to other platform rules applicable to seller's misbehavior on the platform.

b) Definitions

"Falsified Delivery" means a delivery regarding which during the prescribed delivery period:

the shipping waybill number filled in by the seller is invalid; or

although the said number is valid, it is unrelated to the order transaction;

which may misguide the buyer and/or GoLaTienda .

For example, in order to evade punishment for "Closing but not Selling" (i.e. closing a transaction order but in which there has not been an actual sale), a seller could fill in an invalid shipping waybill number, or a shipping waybill number which is obviously unrelated to the order transaction.

Where:

"The shipping waybill number filled in by the seller is invalid" means that the shipping waybill number does not exist (which situation shall also include without limitation the alleged use of a

non-registered small package shipping channel which entails non-traceability of the logistics information).

“Although the said number is valid, it is unrelated to the order transaction” means that, although the shipping waybill number exists, it is inconsistent with the time of placing the order (for example, the receiving time is obviously earlier than the time of placing the order), or the shipping address is different from the address provided by the buyer (for example, the shipping address and the address of the receiver are not in the same country).

c) Punishment

In case of violation of the above:

the relevant product listings may be removed;

you may be forced to fully refund any buyer which has purchased the affected products; and/or

your account may be frozen or shut down.

II) Disobeying commitment assumed by the seller

a) Definition

It means that the seller has failed to provide service for the buyer as committed (either in the product detail page, via private communication with the buyer or otherwise) and, thus, the proper rights and interests of the buyer are impaired.

b) Punishment

In case of violation of the above:

the relevant products listings may be removed;

you may be forced to fully refund any buyer which has purchased the affected products and if the funds of the order have been released to the seller, GoLaTienda shall have the right to deduct money refund to the buyer from the seller's account; and/or

For serious violation, your account may be frozen or shut down.

GoLaTienda reserves the right to modify these rules or adapt them to specific conditions at any time.

III) Material Violation

a) Definition

“Material Violation” means any of the following :

- 1) serious violation of GoLaTienda Rules for the Sellers, at the reasonable determination of GoLaTienda ;
- 2) serious violation of Platform User Agreements, at the reasonable determination of GoLaTienda;
- 3) using fraudulent methods against GoLaTienda or registered users of GoLaTienda.com for the purpose of inducing the completion of purchases or orders, or increasing the ratings and sales for the products and/or the store;
- 4) non-compliance with applicable laws and regulations.

b) Punishment

In the event that you have committed a Material Violation, GoLaTienda shall be entitled to take any restrictive measure(s), including, without limitation, the following:

- warnings, either orally or in writing;
- adjusting search ranking of one or all of your product(s) in search results up to 180 days;
- blocking part or all goods in your store in search results or other pages on GoLaTienda up to 180 days;
- restricting your right to send notices/messages to buyers up to 180 days;
- restricting your right to post new products up to 180 days;
- deleting part or all of reviews of your product(s);
- delisting part or all product(s) in your store;
- deleting part or all product(s) listed in your store;
- restricting your right to apply for or participate in marketing campaign(s) or event(s) hold on GoLaTienda platform up to 180 days;
- restricting your access to store account up to 180 days
- freezing the seller's account funds (including but not limited to Latienda accounts) up to 2 years or such longer period as it may be implemented under Dutch law until the platform believes that the risks are manageable
- cancelling your order no matter if it is paid or unpaid by the buyer until the platform believes that the risks are manageable
- freezing part or all the functions and features in your account up to 2 years or such longer

period as it may be implemented under Dutch law, including the remittance function for fund balance; and/or

- shutting down your store.

Chapter 8 - Transaction rules

Article 15. Shipment of the goods

Once the buyer's payment has been confirmed, the seller shall ship the goods within 5 calendar days. The seller may negotiate with the buyer for an extension of such a shipment period, in which case the seller shall ship the goods within the period agreed with the buyer. Otherwise, if the shipment is not made within the relevant period, the order will be closed and the payment will be refunded in full to the buyer.

If the seller does not make the shipment within the relevant stipulated period on several occasions, given that this may seriously affect the buyers' shopping experience, the relevant products listings may be removed, and if the circumstances are particularly serious or if there is a substantial number of repeated cases, the account may be frozen or shut down.

Article 16. On-time Delivery

The seller must ensure that all of its products are delivered on time (i.e. within the delivery term set by the seller in accordance with these rules, which shall be no longer than 90 days.

On-time Delivery starts the moment the seller has shipped out the product. In case a buyer has made a purchase on GoLaTienda but does not receive the product within the seller's guaranteed delivery time, the buyer can get a full refund.

Article 17. Cancellation of the order by the buyer

The buyer may apply for cancellation of the order at any time once the buyer has successfully paid and until the seller makes the shipment. Once the buyer requests to cancel the order, if the seller agrees to cancel the order, then the order will be closed and the payment will be refunded to the buyer in full; if the seller does not agree to cancel the order and the seller has shipped the product, the order shall not be cancelled.

The above is without prejudice of the right of the consumer during the Transaction Protection Period as described below.

Article 18. Automatic cancellation of the order

Once 20 calendar days have elapsed since the moment the buyer placed the order, in case that the buyer has not paid for the order or the payment has not been received, then the order may be automatically cancelled.

In case of special promotions (such as flash sales or limited time sales) and similar scenarios, the order may be closed within a shorter period (e.g. 30 minutes) as decided at the platform's discretion.

Article 19. Transaction Protection Period

The seller must provide a transaction protection period from the moment the buyer receives the goods, during which the buyer has the right to return the products for no reason for the length and subject to the other conditions as indicated in Article 3 of these rules (the "Transaction Protection Period").

Article 20. Release of funds

The funds corresponding to the price paid for the order (after applicable deductions, including the transaction fee charged by the platform) may be released to the seller after the buyer confirms the receipt of the goods or after the logistics channel confirms ordinary delivery has taken place. Without prejudice to the release of said funds, the seller shall provide the Transaction Protection Period (including said no reason return right) as mentioned above. If the buyer files a dispute over the order on these grounds and a refund shall be made, then the seller shall make the corresponding total or partial refund, with the platform being entitled to cause that the relevant funds be applied from the relevant seller's account to the buyer.

In addition, when GoLaTienda has reasons to suspect that the seller's activity(ies), transaction(s) and/or seller's account may be engaging in any potentially fraudulent behaviour or otherwise potential material breach of platform rules, in particular when any of the seller's transaction(s) or seller's account behaviour follow unusual patterns which may give rise to suspicions of fraudulent behaviour or otherwise potential material breach of platform rules, GoLaTienda has the right to deal with the payment that has been made to the seller's account including but not limited to instructing Latienda to holding, applying or limiting the availability of any funds in the relevant seller's account reasonably needed to protect against the risk of liability of the seller against the buyers, the platform or a third party; or as may be required by any judgements and orders which affect the relevant seller or the seller's account.

Article 21. Disputes

The buyer may file a dispute once 5 calendar days have elapsed after the seller has made (or should have made) the shipment.

The following rules shall apply to each type of dispute:

Dispute for goods not received. Once the buyer has filed a dispute on these grounds:

The seller shall respond within 72 hours provided that the buyer may not submit a dispute for goods not received until the delivery term set by the seller has elapsed.

If the seller does not respond within the term set forth above, the payment will be automatically refunded to the buyer in full. If the dispute cannot be resolved after negotiation between buyer and seller, it can be submitted to the platform to settle the dispute.

Notwithstanding the above, if the delivery of the goods is late (i.e., is not an On-time Delivery as defined above), the buyer can get a full refund (and keep the product).

No-reason return dispute (within the relevant Transaction Protection Period) procedure:

Once the buyer applies for this dispute procedure, the system shall automatically prompt the seller to upload the return order number within 24 hours. If the seller does not respond or the time elapses, the buyer will be directly refunded.

Once the seller uploads the return order number, the buyer shall download the return information, then:

If within 20 calendar days the seller confirms receipt of the return of the products, the payment will be refunded to the buyer;

If after 20 calendar days the seller has not confirmed receipt of the return of the products and the seller has not filed a dispute, the payment will be refunded to the buyer;

if within 20 calendar days the seller has not received the return of the products or the goods received have issues (e.g. they have been damaged, not fully returned, they have been used and/or are not in resalable condition), the seller can also apply for a dispute to be settled by the platform.

Other disputes: Once the buyer files for other types of disputes, the seller must respond within 72 hours. If the parties cannot resolve the dispute, the platform will decide according to the evidence provided by the buyer and the seller.

In order to improve the buyer's experience and confidence in the platform and in the sellers, the platform encourages sellers to actively negotiate with buyers; if the negotiation does not result in a settlement being reached, the platform has the right to actively participate in the proposal solution. However, in such cases, the involvement of the platform shall not prejudice the equal standing in the negotiation of the buyer and the seller.

Seller accepts that the platform may make the necessary arrangements for seller's funds to be applied to refund the buyer in case of a dispute.

In case of conflict between the English version and the version in any other language of these Rules, the English version shall prevail.

"GoLaTienda is a multi-vendor online marketplace based in the Netherlands. It allows multiple sellers from different countries to register and upload their products to sell to customers from around the world.

As a multi-vendor site, GoLaTienda offers a wide range of products across different categories, including electronics, fashion, home decor, beauty, and more. Customers can browse through various seller profiles, product descriptions, and reviews to make informed purchase decisions.

GoLaTienda's platform provides a range of features for sellers, including inventory management, order tracking, and analytics. It also offers secure payment processing and efficient shipping solutions to ensure a smooth and hassle-free experience for both sellers and customers.

The site is managed by a team of experienced professionals who ensure that sellers comply with legal and regulatory requirements. They are available to answer any questions or concerns via email providing excellent customer service and support."



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