

1 **SellerFlex Terms and Conditions**

2 Welcome to SellerFlex. These terms and conditions in English constitute the definitive legal version. Translations
3 in [German](#), [French](#), [Italian](#), [Spanish](#) are available for your ease of reference only.

4 These SellerFlex terms and conditions (the “SellerFlex Terms”) apply to Amazon EU S.a.r.l (“Amazon”) and you and
5 concern and apply to your participation in the SellerFlex program (the “Program” or “SellerFlex”). You agree that
6 the Amazon Services Europe Business Solutions Agreement (“[Business Solutions Agreement](#)”) is incorporated into
7 these SellerFlex Terms and is thereby part of the SellerFlex Terms. If the SellerFlex Terms conflict with the terms of
8 the Business Solutions Agreement, the SellerFlex Terms will prevail. By registering for or using SellerFlex, you
9 agree to the SellerFlex Terms and confirm that you have the authority to accept and be bound by them on your
10 own behalf or on behalf of the company you represent. Unless otherwise provided in these SellerFlex Terms, all
11 capitalized terms are as defined in the Business Solutions Agreement, whereas the Program is considered as a
12 “Service” and these SellerFlex Terms as “Service Terms” within the meaning of the Business Solutions Agreement.
13 You expressly agree that Amazon may engage its affiliate(s) or a third party in order to complete one or more of
14 the services outlined in these SellerFlex Terms. As used in these SellerFlex Terms “you” means the applicant (if
15 registering for or using the Program as an individual), or the business the applicant is employed by or represents (if
16 registering for or using the Program as a business).

17 SellerFlex is an invite-only program which provides you with shipping services (transportation to end-customer
18 (outbound) and transportation of customer returns to an Amazon fulfilment centre) and customer service **for your**
19 **Heavy & Bulky** selection (as defined below). Shipments of Program Units (as defined below) will be collected at
20 the relevant warehouse(s) (“SellerFlex Warehouse”), which may be operated by you or by a third party. Returns
21 received by an Amazon fulfilment centre will be handled under the Fulfilment by Amazon (FBA) program in
22 accordance with F.6.2 of the Business Solutions Agreement. Through SellerFlex, you will leverage Amazon’s
23 Warehouse Management System (WMS) and Amazon APIs.

24 **1. Seller eligibility**

25 Your participation in the Program is subject to Amazon’s ongoing approval. To get the benefits of the Program,
26 you must enrol in the Program and ensure that the eligibility criteria described in the section 2 *Program*
27 *requirements* below are continuously met in respect of each relevant SellerFlex Warehouse. Amazon may change
28 seller eligibility criteria for the Program at any time with advance notice (see section 10 below). If at any time a
29 relevant SellerFlex Warehouse does not meet the eligibility criteria or you otherwise violate the SellerFlex Terms,
30 we may limit your use of the Service, or suspend or terminate your enrolment in the Program (either in whole or
31 respect of a particular SellerFlex Warehouse).

32 **2. Program requirements**

33 2.1 Once Amazon approves your participation in the Program, you must register each product that you wish to
34 include in the Program in connection with a particular Amazon Site as described in the [SellerFlex Handbook](#)
35 (“Program Unit”). You may only register products in the Program where the total number of Program Units
36 collected per collection in a relevant SellerFlex Warehouse reaches: (i) 10 Program Units in the UK, France,
37 Italy and Spain; and/or (ii) 16 Program Units in Germany (“ SellerFlex Warehouse Minimum Threshold”). You
38 may not register an FBA Excluded Product in the Program except as otherwise specified in the [SellerFlex](#)
39 [Handbook](#). You may at any time withdraw registration of any of your Program Units from the Program in
40 your Selling on Amazon account.

41 2.2 You will, in accordance with applicable Program Policies, provide accurate and complete information about
42 each Program Unit. You will promptly update any information about your Program Units in accordance with
43 our requirements and as necessary so that the information is at all times accurate and complete.

44 2.3 You agree to only list Heavy & Bulky selection on the Program. Heavy & Bulky selection means Heavy non-sort
 45 (HNS) and Heavy & Bulky as defined below. At Amazon, we define a Heavy & Bulky product/ASIN as one
 46 which meets at least one of the following characteristics: (i) Weight >= 23 kg, (ii) Longest side >=175cms, (iii)
 47 Girth > 360 cm [Girth = Length + 2*(Height) + 2*(Width)]

48 Based on dimensions and weight, we further classify Heavy & Bulky products into two categories:

HB Category	Weight Criteria	Dimension Criteria	Girth* Criteria
Heavy non-sort	>=23 kgs and <31.5	Not Applicable	Not Applicable
Heavy & Bulky	>=31.5 kgs	Longest side >=175 cms	Girth >=360 cm

Girth = Length + 2(Height) + 2*(Width)

49 2.4 Each Program Unit must be packed in one parcel only (i.e. not split one Program Unit into multiple parcels,
 50 unless a Program 45 Unit is a multibox product (number of boxes > 1 in the Amazon Catalogue).

51 2.5 You agree that Amazon may suspend or terminate your enrolment in the Program, insofar as the following
 52 Program specific performance thresholds are not met at the relevant SellerFlex Warehouse (considering
 53 Program Units only):

Metric	Description	Performance threshold
Late Handover Rate/ Missed ExSD compliance	The rate of shipments that fail to leave the relevant SellerFlex Warehouse on the time outlined in the picklist shown in WMS (“Expected Ship Date” – “ExSD”). Late shipments caused by delayed carrier pick up will not be considered for any enforcement action.	<1%
Missed On-time Shipping label generation	The rate of shipments where shipping labels are either printed after ExSD or more than 24 hours prior to the collection date outlined in the picklist shown in your WMS.	<1%
Order Cancellation Rate	The Order Cancellation Rate is the percentage of total orders registered in the Program in respect of a SellerFlex Warehouse and cancelled before collection by the assigned carrier.	<1%

54 2.6 You agree to ensure all shipments are securely packed and labelled in accordance with [SellerFlex Handbook](#)
 55 (including the [loading standard requirements](#)) which may be updated from time to time. For each shipment,
 56 you will (1) package it in a safe and commercially reasonable manner and comply with all applicable packaging,
 57 labelling, weight, and size requirements (including any applicable national or EU laws or regulations). Shipping
 58 labels shall be printed no earlier than 24 hours before the collection. You will handover all shipments to the
 59 assigned carrier on (i.e. not before or after) the Expected Ship Date and confirm your shipment by clicking the
 60 “Handover” button in the Dispatch section in SellerFlex WMS (Orders -> Dispatch -> Handover) as described in
 61 the [SellerFlex Handbook](#). We will monitor your performance metrics against the Late Handover Rate/Missed
 62 ExSD compliance and Missed On-Time Shipping label generation requirement.

63 2.7 [Dangerous goods](#) are not eligible for the Program. You will not (i) offer for sale through the Program, (ii)
 64 include in your Program inventory, or (iii) ship or fulfill, dangerous goods with the Program.

65 2.8 In case you (or the operator of a SellerFlex Warehouse you use) are about to close a SellerFlex Warehouse for
66 less than 3 consecutive days, you are required to apply for holidays in the holiday management tool in the
67 SellerFlex WMS at minimum 2 weeks in advance. If a SellerFlex Warehouse will be closed for more than 3
68 consecutive days, you are required to inform the SellerFlex Operations Team at minimum 4 weeks in advance,
69 by sending an Email to eu-sellerflex-support@amazon.com. In case you want to change the address of a
70 SellerFlex Warehouse, you are required to inform the SellerFlex Operations Team at minimum 4 weeks in
71 advance about the change (incl. the new address) by sending an Email eu-sellerflex-support@amazon.com.

72 2.9 If you choose to consolidate your Program Units within a SellerFlex Warehouse with other third parties selling
73 products on the Amazon Site ("Amazon Sellers") in the same SellerFlex Warehouse, you agree that the: (i)
74 Seller eligibility (section 1), (ii) SellerFlex Warehouse Minimum Threshold (section 2.1), and (iii) performance
75 metrics in sections 2.5 and 2.6, will be calculated on an aggregated basis across you and all such Amazon
76 Sellers. In the event of any failure of obligations in respect of a SellerFlex Warehouse, you acknowledge and
77 agree that Amazon may suspend or terminate your participation in the Program in respect of that SellerFlex
78 Warehouse (even if you have not breached your own obligations under this Agreement)..

79 3. Shipping of Program Units

80 Upon a customer order of your Program Unit on the Amazon Site, a carrier of our choice will collect the
81 Program Unit at the relevant SellerFlex Warehouse as outlined in the [SellerFlex Handbook](#) and will ship the
82 Program Unit to the shipping addresses in the applicable Amazon Site Country.

83 4. Customer Returns

84 Upon a customer return request a carrier of our choice will collect the Program Unit from the customer.
85 Returned and undelivered Program Units are not shipped to the SellerFlex Warehouse but to an Amazon
86 fulfilment centre and are subsequently processed under the [FBA Service Terms](#), and the [FBA Programme
87 Policies](#) (together "FBA Program"). Starting with the arrival of the returned Program Unit as defined in these
88 Terms at an Amazon fulfilment centre the Program Unit will be qualified as a "Unit" as defined in the FBA
89 Service Terms. Sellable Units as defined in the FBA Service Terms will be automatically offered on the Amazon
90 Site under the FBA Program with the Purchase Price you set for the Program Unit. Depending on the SellerFlex
91 Warehouse, Amazon fulfilment centre and customer location, future customer orders may be fulfilled by using
92 these FBA Units or Program Units stored in the relevant SellerFlex Warehouse. You may request at any time
93 that Units be returned from an Amazon fulfilment centre to the relevant SellerFlex Warehouse or any other
94 location or that we dispose of Units in accordance with section F.7 of the FBA Service Terms.

95 5. Customer Service

96 5.1 We will be responsible for all customer service issues relating to packaging, handling and shipment and
97 customer returns, refunds and adjustments related to Program Units. We will determine whether a customer
98 will receive a refund, adjustment or replacement for any Program Unit and we will require you to reimburse us
99 where we determine you have responsibility in accordance with the Business Solutions Agreement (including
100 these SellerFlex Terms and the Programme Policies for the applicable Amazon Site). We will promptly notify
101 you when you are responsible for a customer refund. You may appeal if you disagree with our finding within
102 thirty (30) days after our notification. Except as provided in this section 5.1 regarding Program Units,
103 customer service will be handled as set forth in your Seller Agreement. You will be responsible for VAT related
104 customer service enquiries including but not limited to pricing and VAT, VAT invoices and credit memos.

105 5.2 In situations relating to Program Units where the wrong item was delivered or the item was damaged or lost
106 or is missing, unless we determine that the basis for such request is caused by you or any of your employees,
107 agents or contractors, including the SellerFlex Warehouse, we will, at our option: (i) ship a replacement Unit
108 from your FBA inventory or Program Units stored in the relevant SellerFlex Warehouse to the customer and
109 pay you the applicable Replacement Value (as described in the FBA Guidelines for the applicable Amazon Site

110 for the replacement Unit), or (ii) we will initiate a refund to the customer on your behalf and either pay you
111 the Estimated Reimbursement Amount for the Program Unit as described in the [SellerFlex lost and damaged](#)
112 [reimbursement](#) policy or replace the lost or damaged Program Unit with a new product of the same FNSKU.
113 Any customer refund will be initiated in accordance with the Selling on Amazon Service Terms.
114 Notwithstanding the Selling on Amazon Service Terms, we will be entitled to charge you for the applicable fees
115 payable to us under the Selling on Amazon Service Terms and these SellerFlex Terms, respectively. Except as
116 expressly provided in this section 5.2 you will be responsible for all costs associated with any replacement or
117 return.

118 5.3 If we provide a replacement Unit or refund as described in section 5.2 to a customer and that customer
119 returns the original Program Unit to us, this original Program Unit will be deemed a Unit under the FBA
120 Program and handled pursuant to section F.8.4 of the FBA Service Terms.

121 **6. Reimbursement**

122 Subject to our SellerFlex [lost and damaged reimbursement policy](#) Amazon will reimburse you for Program Units
123 that are lost or damaged while under Amazon’s control (damaged by a carrier operated by Amazon or on behalf of
124 Amazon), excluding Program Units in a package that (i) does not have a shipping label attached (“Unlabelled
125 Program Unit”); or (ii) bears a shipping label of a carrier different to the one identified in your pick list in WMS
126 (“Wrongly Labelled Unit”). Unlabelled Program Units will be deemed abandoned and Amazon may dispose of
127 them (including for example, by selling, recycling, donating, or destroying them) and retain any proceeds Amazon
128 may receive from the disposal. If you or the relevant SellerFlex Warehouse mistakenly hand over a Wrongly
129 Labelled Unit to the assigned carrier and inform us thereof via email to eu-sellerflex-support@amazon.com within
130 2 business days from handing over the respective unit to the carrier, we may be able to identify and return the
131 notified unit(s) to you at your own costs; if you don’t notify us timely or we are unable to identify any Wrongly
132 Labelled Unit as yours, the units will be deemed abandoned and Amazon may dispose of them (including for
133 example, by selling, recycling, donating, or destroying it) and retain any proceeds Amazon may receive from the
134 disposal. For the avoidance of doubt, we will not reimburse you for lost or damaged Unlabelled Program Units or
135 Wrongly Labelled Units.

136 **7. WMS software**

137 The WMS software we make available to you for the Program is Amazon Software as defined in and subject to our
138 [Conditions of Use](#).

139 **8. Compensation**

140 **8.1 Fees**

141 You will pay us the applicable fees set forth in the [SellerFlex Rate Card](#). The SellerFlex fees include the costs for
142 return shipping from a customer to an Amazon fulfillment centre. We will charge you for all shipments handed
143 over to us, regardless of whether you subsequently cancel the shipments or they are deemed undeliverable. If a
144 shipment that is handed over to us is cancelled either before or after entering our network, we reserve the right to
145 deliver such shipment to the recipient and not return the shipment to you.

146 The Selling on Amazon fees apply in addition to the SellerFlex fulfillment fees while applying the minimum referral
147 fee outlined in the SellerFlex Rate Card. Referral fees for Program Units are calculated excluding the SellerFlex
148 fulfillment fees.

149 For returned Program Units handled under the FBA Program you will pay us the applicable fees set forth under
150 section F.9 of the [FBA Service Terms](#).

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152 8.2 Shipping

153 For any Program Units we will determine the amounts charged to the customer for shipping services. As between
154 you and us, these charges will be your tax inclusive charges to the customer, and we will report them to you. We
155 will charge you (and you will pay us) a fee equal to the amount of such charges to the customer. You acknowledge
156 and agree that you are responsible to account for any applicable VAT on the shipping charges to customer.

157 **9. Termination**

158 You may at any time terminate your use of the Program by stopping using this Program and sending us a notice via
159 e-mail at eu-sellerflex-support@amazon.com. On termination of these SellerFlex Terms, all related rights and
160 obligations under these SellerFlex Terms immediately terminate, except that you will remain responsible for
161 performing all of your obligations in connection with transactions entered into before termination and for any
162 liabilities that accrued before or as a result of termination. For the avoidance of doubt, termination of the
163 Program does not affect the return process being handled under the FBA Program for Program Units shipped
164 under this Program.

165 We may suspend or terminate your use of the Program in accordance with section 3 of the Business Solution
166 Agreement and otherwise in accordance with these SellerFlex Terms. We may also limit your use of the Program
167 under the same conditions. We may discontinue this Program at any time with advance notice to you.

168 **10. Modification**

169 Changes to these SellerFlex Terms, including the SellerFlex Rate Card, will be announced in line with the Business
170 Solutions Agreement.

171 **11. Indemnity**

172 In addition to your obligations under section 6 of the Business Solutions Agreement, you also agree to indemnify,
173 defend and hold harmless us, our affiliates and their and our respective officers, directors, employees,
174 representatives and agents against any Claim that arises out of or relates to: (a) the Program Units, including any
175 personal injury, death or property damage; and, if applicable (b) any sales, use, value added, personal property,
176 gross receipts, excise, franchise, business or other taxes or fees, or any customs, duties or similar assessments
177 (including penalties, fines or interest on any of the foregoing) imposed by any government or other taxing
178 authority in connection with the shipment of Program Units as part of your participation in the Program.

179 **12. Modifications from the Selling on Amazon Service Terms**

180 Solely for the purpose of this Program and only in relation to Program Units the sections of the Selling on Amazon
181 Service Terms referred to below are amended or shall not apply as follows:

182 12.1 Section **S-1.3 (Shipping and Handling Charges)** shall not apply.

183 12.2 Section **S-2.1 (Sale and Fulfillment)**: Any reference in this section to “Fulfilment by Amazon Service Terms”
184 shall be replaced by these SellerFlex Terms and any reference to “Fulfilment by Amazon” shall be replaced by
185 “SellerFlex”.

186 12.3 Section **S-2.2 Cancellations, Returns and Refunds**. is hereby replaced by the following wording:
187 “Cancellations, returns, refunds and adjustments will be handled by Amazon in accordance with section 5 of
188 these SellerFlex Terms.”

189 12.4 Section **S-3.1 Delivery Errors and Nonconformities; Recalls**. is hereby replaced by the following wording:
190 “You are responsible for: any non-delivery, misdelivery, theft or other mistake or act in connection with the

191 fulfilment and delivery of Your Products, except to the extent caused by: (a) credit card fraud for which we
192 are responsible under section S-1.4; or (b) our failure to make available to you Order Information as it was
193 received by us or resulting from address verification. Notwithstanding the previous sentence, for Program
194 Units, if any, these SellerFlex Terms will apply to non-delivery, misdelivery, theft or other mistake or act in
195 connection with the fulfilment and delivery of those Program Units. You are responsible for any non-
196 conformity or defect in, or any public or private recall of, any of Your Products. You will notify us promptly as
197 soon as you have knowledge or any public or private recalls of Your Products.”

198 Last updated: 14 October 2025