

## **TERMS APPLICABLE TO PARTNERED CARRIER PROGRAM**

The terms set out below apply only to your use of the Partnered Carrier Program (PCP), as defined hereafter. These terms (the "PCP Terms") apply in addition to the terms of the Amazon Services Europe Business Solutions Agreement (the "BSA") including the FBA Service Terms, which you have agreed with Amazon and govern your participation in FBA. Unless defined here, all capitalized terms are as defined in the BSA and the FBA Service Terms. Unless otherwise indicated references to sections refer to sections of the FBA Service Terms.

The version of the PCP Terms in English is the definitive legal version. Translations into any other languages are available for your ease of reference only.

Amazon may amend the PCP Terms at any time. Any changes to the PCP Terms will be effective upon the posting of such changes on Seller Central or on the applicable Amazon Site, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. You should refer regularly to Your Account or Seller Central respectively to understand the current PCP Terms. YOUR CONTINUED USE OF PCP AFTER AMAZON'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THE PCP TERMS, YOU MUST NOT CONTINUE TO USE PCP.

### **The PCP Terms are as follows:**

P.1. If you have registered Units on:

- The Amazon.fr site, Amazon may, at Amazon's option, offer you the choice (on a shipment by shipment basis) to ship Units from within France at your expense (as described in Section P.2 of these PCP Terms) to Amazon's fulfillment centers in France, Germany, Poland, Czech Republic, Spain, Italy, or the United Kingdom (the "UK");
- The Amazon.de site, Amazon may, at Amazon's option, offer you the choice (on a shipment by shipment basis) to ship Units from within Germany at your expense (as described in Section P.2 of these PCP Terms) to Amazon's fulfillment centers in Germany, Poland, Czech Republic, France, Spain, Italy, or the UK;
- The Amazon.co.uk site, Amazon may, at Amazon's option, offer you the choice (on a shipment by shipment basis) to ship Units from within the United Kingdom at your expense (as described in Section P.2 of these PCP Terms) to Amazon's fulfillment centers in the UK, Germany, Poland, Czech Republic, France, Spain, or Italy;
- The Amazon.it site, Amazon may, at Amazon's option, offer you the choice (on a shipment by shipment basis) to ship Units from within Italy at your expense (as described in Section P.2 of these PCP Terms) to Amazon's fulfillment centers in Italy, Germany, Poland, Czech Republic, France, Spain, or the UK;
- The Amazon.es site, Amazon may, at Amazon's option, offer you the choice (on a shipment by shipment basis) to ship Units from within Spain at your expense (as described in Section P.2 of these PCP Terms) to Amazon's fulfillment centers, in Spain, Germany, Poland, Czech Republic, France, Italy, or the UK,
- The Amazon.nl site, Amazon may, at Amazon's option, offer you the choice (on a shipment by shipment basis) to ship Units from within the Netherlands at your expense (as described in

Section P.2 of these PCP Terms) to Amazon's fulfillment centers, in Spain, Germany, Poland, Czech Republic, France, or Italy.

- The Amazon.pl site, Amazon may, at Amazon's option, offer you the choice (on a shipment by shipment basis) to ship Units from within Poland at your expense (as described in Section P.2 of these PCP Terms) to Amazon's fulfillment centers, in Spain, Germany, Poland, Czech Republic, France, or Italy.
- The Amazon.se site, Amazon may, at Amazon's option, offer you the choice (on a shipment by shipment basis) to ship Units from within Sweden at your expense (as described in Section P.2 of these PCP Terms) to Amazon's fulfillment centers, in Spain, Germany, Poland, Czech Republic, France, Sweden or Italy.
- The Amazon.com.be site, Amazon may, at Amazon's option, offer you the choice (on a shipment by shipment basis) to ship Units from within Belgium at your expense (as described in Section P.2 of these PCP Terms) to Amazon's fulfillment centers, in Spain, Germany, Poland, Czech Republic, France, or Italy;

~~Using discounted shipping rates offered by third party participating carriers ("Amazon-Partnered Carriers").~~ This program will be referred to in these PCP Terms as the "Partnered Carrier Program" or "PCP".

You agree that for each shipment that you make under PCP:

- You will accurately supply the information Amazon requests,
- You will use the order processes Amazon requires, and
- ~~The contractual arrangements described in this Section P.1 will apply depending on which Amazon-Partnered Carrier you select on Seller Central and the collection location for shipping.~~
- ~~as between Amazon and you, and you and the Amazon-Partnered Carrier.~~

If Amazon chooses to make PCP available to you for a given shipment, Amazon will provide you with the estimated shipping cost for that shipment, ~~with an Amazon-Partnered Carrier.~~

The estimated shipping costs will be calculated using the information you have supplied to Amazon about the shipment and will be made up of both

- The Inbound Transportation Fee, and
- The Inbound Transportation Program Fee.

Additional costs may apply for cross-border shipments between the European Union (the "EU") and the UK, after the UK's exit from the EU's Single Market and Customs Union on January 1, 2021.

You acknowledge and accept that the actual shipping cost payable by you under Section P.2 of these PCP Terms may be different from the estimated shipping cost if:

- Amazon or the Amazon-Partnered Carrier determines that the shipment information you have provided is incorrect; and/or
- ~~Additional accessorial charges apply to your shipment with the Amazon-Partnered Carrier. Please refer to both the Shipping Contract (as defined below) and the Seller Central page [Amazon Partnered Carrier Program – overview and getting started](#) for more information on the accessorial charges that may apply to a shipment from time to time.~~ ~~for an explanation of the Amazon-Partnered Carrier accessorial charges that may apply to a shipment from time to time.~~

- ~~a.~~

~~a. DHL, Geopost/DPD and Kuehne-nagel and~~

~~Where you select:~~

- ~~DHL; or~~
- ~~Geopost/DPD Germany (with a collection location in Germany); or~~
- ~~Kuehne-nagel (with a collection location in UK, Germany, France, Italy, Spain, Czech Republic, Poland and The Netherlands)~~

~~Kuehne-nagel;~~

~~Where you select:~~

~~Kuehne-nagel;~~

~~as the Amazon-Partnered Carrier in Seller Central for shipping, and you accept the estimated shipping cost, you are entering into a shipping contract directly with Amazon on the basis of the information you have provided to Amazon on the shipment and these PCP Terms ("Amazon Shipping Contract"). You accept that DHL or Geopost/DPD or Kuehne-nagel shall be a sub-contractor to Amazon for the purposes of an Amazon Shipping Contract.~~

~~b. Other Amazon-Partnered Carriers~~

~~Where you select any other Amazon-Partnered Carrier in Seller Central for shipping with a collection location in UK and any other EU countries or Geopost/DPD with a collection location which is not in Germany with a collection location which is not in Germany, and you accept the estimated shipping cost, you authorize and instruct Amazon, as agent on your behalf, to enter into a shipping contract with the Amazon-Partnered Carrier ("Carrier Shipping Contract") on:~~

- ~~The basis of the information you have provided to Amazon on the shipment, and~~
- ~~The Amazon-Partnered Carrier's terms and conditions as applicable at the time of your order (the applicable terms and conditions may vary from time to time: up-to-date terms and conditions are available on the Amazon-Partnered Carrier's web page).~~

~~Amazon's only obligations as your agent for any shipment are:~~

- Once you accept the estimated shipping cost, to endeavor to enter into a Carrier Shipping Contract with the Amazon-Partnered Carrier on your behalf and on the terms set out in these PCP Terms, and
- To treat payments received from you in the way described in Section P.2 of these PCP Terms.

By accepting the estimated shipping cost, you authorize and instruct Amazon, as agent on your behalf, to enter into a shipping contract (the "Shipping Contract") with the Amazon-Partnered Carrier on:

- ~~The basis of the information you have provided to Amazon on the shipment, and~~
- ~~The Amazon-Partnered Carrier's terms and conditions as applicable at the time of your order (the applicable terms and conditions may vary from time to time: up to date terms and conditions are available on the Amazon-Partnered Carrier's web page).~~

~~For additional conditions and requirements that apply to cross-border shipments between the EU and the UK upon the UK's exit from the EU's Single Market and Customs Union on January 1, 2021, go to [Amazon-Partnered Carrier program—Cross-border shipment workflow FAQ](#). For any of your PCP shipments across a customs border, Amazon will not act as consignee or importer or exporter of record, nor will Amazon act as your customs broker or direct or indirect representative. It is your responsibility to engage any third parties to act on your behalf in these capacities. For an explanation of the extent to which an Amazon-Partnered Carrier may act on your behalf in such capacities, go to [Amazon-Partnered Carrier program—Cross-border shipment workflow FAQ](#). You can find additional information in the respective Amazon-Partnered Carrier's terms and conditions as applicable. Amazon acts as an agent on your behalf only with respect to your entry into the Shipping Contract with the Amazon-Partnered Carrier. It is your responsibility to comply with all import and export laws and to ensure imported goods comply with applicable laws and regulations.~~

~~If you do not approve of these PCP Terms or Amazon-Partnered Carrier's applicable terms and conditions you must not use PCP. After you accept the estimated shipping cost Amazon will endeavour to enter into the Shipping Contract with the Amazon-Partnered Carrier on your behalf. Amazon will provide you a downloadable settlement report (a "Settlement Report") (available at the end of each settlement period through Seller Central) for each Shipping Contract Amazon has entered into as agent on your behalf. Such Settlement Report will include the Inbound Transportation Fee and Inbound Transportation Program Fee breakdown. This contractual process will apply each time you place an order under PCP.~~

~~For every order you place under PCP, the Shipping Contract will be between you and the Amazon-Partnered Carrier such that you will be the shipper of record. You will comply with your obligations as well as all conditions of carriage or restrictions under the Shipping Contract (and are responsible for reviewing the terms and conditions for such Shipping Contract, available on the Amazon-Partnered Carrier's web page for such purposes). You hereby authorize the Amazon-Partnered Carrier to provide Amazon with all shipment tracking information relating to your orders.~~

~~Notwithstanding Section F.4, if there is a loss of or damage to any units while in transit under PCP, Amazon will, upon your completion of the request process Amazon requires, pay you the applicable Replacement Value (as described and defined in the FBA Guidelines for the relevant Amazon Site). The Replacement Value is inclusive of any VAT (if applicable) and if the Replacement Value is subject~~

~~to VAT, you agree to provide a valid VAT invoice to Amazon. Amazon is not party to the Shipping Contract (which is between you and the Amazon-Partnered Carrier) and does not accept any responsibility or liability for the performance thereof. Amazon chooses to make the Replacement Value available to you as an additional benefit offered in recognition of your participation in FBA. The Replacement Value may not be available to you where Amazon determines that you or any of your employees, contractors or agents (other than Amazon) are responsible for the loss or damage complained of. If Amazon pays you the Replacement Value for a Unit, Amazon will be entitled to dispose of that Unit under Section F.7.2 and to claim and retain any compensation in respect of that Unit due to you under the Shipping Contract that is received by Amazon on your behalf from the Amazon-Partnered Carrier.~~

~~You will not use PCP to transport dangerous goods and/or hazardous materials. Transporting dangerous goods and/or hazardous material using PCP is strictly prohibited.~~

~~You will not use PCP to transport goods where this would result in a breach of EU or national customs, import controls or export controls rules.~~

~~You will not use any carrier account information (e.g., carrier account number, amount of shipping rates, etc.) obtained by using PCP for any purpose, nor disclose such information to any third party, and you will protect such information as Amazon's confidential information in accordance with Section 11 of the BSA. Amazon's only obligations as your agent for any shipment are to:~~

- ~~• After you accept the estimated shipping cost, endeavor to enter into a Shipping Contract with the Amazon-Partnered Carrier on your behalf and on the terms set out above, and~~
- ~~• Treat payments received from you in the way described in Section P.2 of these PCP Terms.~~

Amazon has no authority to act on your behalf beyond these activities. For the avoidance of doubt, both you and Amazon hereby acknowledge and agree that Amazon has no obligations (including fiduciary obligations) as your agent beyond those expressly set out in this Section P.1 and Section P.2 of these PCP Terms.

### c. General terms and conditions

Please refer here for additional conditions and requirements that apply to cross-border shipments between the EU and the UK upon the UK's exit from the EU's Single Market and Customs Union on 1 January 2021. For any of your PCP shipments across a customs border, Amazon will not act as consignee or importer or exporter of record, nor will Amazon act as your customs broker or direct or indirect representative. It is your responsibility to engage any third-parties to act on your behalf in these capacities. The extent to which an Amazon-Partnered Carrier may act on your behalf in such capacities is explained here, and in the respective Amazon-Partnered Carrier's terms and conditions as applicable. Where Amazon acts as an agent on your behalf under sub-section (b) above, it does so only with respect to your entry into the Carrier Shipping Contract with the Amazon-Partnered Carrier. It is your responsibility to comply with all import and export laws and to ensure imported goods comply with applicable laws and regulations.

If you do not approve of these PCP Terms and to the extent Amazon is acting as your agent under sub-section (b) above, the Amazon-Partnered Carrier's applicable terms and conditions, you must not use PCP. After you accept the estimated shipping cost, if Amazon is acting as your agent under

sub-section (b) above, Amazon will endeavor to enter into the Carrier Shipping Contract with the Amazon-Partnered Carrier on your behalf.

Amazon will provide you a downloadable settlement report (a "Settlement Report") (available at the end of each settlement period through Seller Central) for each Shipping Contract. Such Settlement Report will include the Inbound Transportation Fee and Inbound Transportation Program Fee breakdown. This contractual process will apply each time you place an order under PCP

For every order you place under PCP, you will be the shipper of record. You will comply with your obligations as well as all conditions of carriage or restrictions under the Shipping Contract (and are responsible for reviewing the terms and conditions for such Shipping Contract). To the extent Amazon is acting as your agent under sub-section (b) above, you hereby authorize the Amazon-Partnered Carrier to provide Amazon with all shipment tracking information relating to your orders.

Notwithstanding Section F.4, if there is a loss of or damage to any Units while in transit under PCP, Amazon will, upon your completion of the request process Amazon requires, pay you the applicable Replacement Value (as described and defined in the FBA Guidelines for the relevant Amazon Site). The Replacement Value is inclusive of any VAT (if applicable) and if the Replacement Value is subject to VAT, you agree to provide a valid VAT invoice to Amazon. Amazon is not party to the Carrier Shipping Contract (which is between you and the Amazon-Partnered Carrier) and does not accept any responsibility or liability for the performance thereof: Amazon chooses to make the Replacement Value available to you as an additional benefit offered in recognition of your participation in FBA. The Replacement Value may not be available to you where Amazon determines that you or any of your employees, contractors or agents (other than Amazon) are responsible for the loss or damage complained of. If Amazon pays you the Replacement Value for a Unit, Amazon will be entitled to dispose of that Unit under Section F.7.2 and to claim and retain any compensation in respect of that Unit due to you under the Shipping Contract.

You will not use PCP to transport dangerous goods and/or hazardous materials. Transporting dangerous goods and/or hazardous material using PCP is strictly prohibited.

You will not use PCP to transport goods where this would result in a breach of EU or national customs, import controls or export controls rules.

You must use PCP in accordance with Amazon's policies and requirements (including but not limited to those set out on the relevant Amazon Site) and any requirements of the Amazon Partnered Carrier.

You will not use any carrier account information (e.g., carrier account number, amount of shipping rates, etc.) obtained by using PCP for any purpose, nor disclose such information to any third party, and you will protect such information as Amazon's confidential information in accordance with Section 11 of the BSA.

The following amendments will apply for the purposes of PCP:

- Section 13 (Relationship of Parties) of the BSA shall apply as if it did not refer to "agency". Section 13 will continue to apply in full to all other aspects of FBA.

The FBA Service Terms will be amended by replacing the current definition of "Units" with the following: "Unit" means a unit of your Product that is delivered to Amazon in connection with the FBA Program in connection with a particular Amazon Site.

P.2. If you ship Units to Amazon under PCP (made available under Section P.1 of these PCP Terms), you will, when Amazon requires, pay Amazon both the Inbound Transportation Fee and the Inbound Transportation Program Fee.

#### **PCP Definitions:**

"Inbound Transportation Fee" means the amount indicated in the applicable Settlement Report downloadable in Seller Central and due from you to the Amazon-Partnered Carrier under the Shipping Contract for a shipment under PCP. This amount is subject to adjustment if:

- Amazon or the Amazon-Partnered Carrier determines that the actual number of parcels (and/or pallets for Less than Truckload) within a shipment or the weight and/or dimensions of any one parcel (and/or pallet for Less than Truckload) within a shipment are different from the information about that shipment provided by you; and/or
- Additional accessorial charges apply to your shipment with the Amazon-Partnered Carrier.

"Shipping Contract" means an Amazon Shipping Contract or a Carrier Shipping Contract.

~~"Inbound Transportation Program Fee" means the amount indicated in the applicable Settlement Report downloadable in Seller Central and due from you to Amazon for a shipment under PCP. This amount is subject to adjustment if Amazon or the Amazon-Partnered Carrier determines that the actual number of parcels (and/or pallets for Less than Truckload) within a shipment or the weight and/or dimensions of any one parcel (and/or pallet for Less than Truckload) within a shipment are different from the information about that shipment provided by you.~~

#### **Acknowledgement of Terms and Conditions**

By making use of PCP for any shipment transaction, you accept these PCP Terms as applicable to the transaction.

~~If you are making use of PCP through the Inbound Shipment Workflow, by ticking the checkbox agreeing to the terms and conditions on the shipping charge details page of the Inbound Shipment Workflow and clicking the "Accept charges" button, you acknowledge and accept these PCP Terms as applicable to the PCP transaction you are about to enter into.~~

~~If you are making use of PCP through the Amazon Marketplace Web Services, by ticking the checkbox agreeing to the terms and conditions on the Settings page for FBA in Seller Central and clicking the "Update" button, you acknowledge and accept these PCP Terms (as may be amended by Amazon from time to time) are applicable to all PCP transactions you enter into through the Amazon Marketplace Web Services.~~