

Amazon Business Supplier Programme

Terms and Conditions

These terms and conditions govern your access to and use of the programme described below (the "Programme") and are an agreement between you or the business you represent ("you") and Amazon Business EU S.à.r.l. (the "Terms"). By registering for or using the Programme, you (on behalf of yourself or the business you represent) (a) agree to be bound by these Terms and (b) warrant that you have the authority to accept the Terms on behalf of the business you represent. These Terms supplement and are to be read in conjunction with the [Amazon Services Europe Business Solutions Agreement](#) (the "Agreement"). Capitalised terms have the meanings given to them in the Agreement, unless otherwise defined. If there is any conflict between these Terms and the Agreement, these Terms will govern.

1. Purchase and Sale of Your Products

1.1. Under the Programme, Amazon may purchase any of Your Products for resale to Amazon Business customers ("End Customers") and generate the corresponding invoices (with respect to your sale to us) on your behalf in accordance with the Agreement. You must be enrolled in Amazon's VAT Calculation Service and keep your VAT Calculation Service settings and information up-to-date at all times to use the Programme. Your registration for or use of the Programme does not create an obligation for Amazon to purchase any of Your Products or to continue to do so at any time or in any quantity. Amazon is the seller of record of products sold under the Programme to End Customers and may set and adjust its retail prices at all times in its discretion.

1.2. Amazon will pay each invoice issued on your behalf in accordance with this section 30 days after the end of the month in which the invoice was issued.

2. Fulfilment, Refunds and Returns

2.1. For all of Your Products that are not fulfilled using Fulfilment by Amazon, you will ship and deliver these directly to the End Customer on our behalf. You will not ship Your Products from outside the EU: [or the UK \(as the case may be\)](#). You will promptly notify us upon dispatching Your Products to the End Customer and title to Your Products will transfer to Amazon when we have received that notification. In case of a return by the End Customer in accordance with our policies (a "Returned Product"), we will direct the End Customer to send the Returned Product directly back to you. You will accept the Returned Product from the End Customer and authorise us to process the corresponding refund to Amazon. Title to any Returned Product will transfer from the End Customer to Amazon, and from Amazon to you upon delivery to the appointed carrier. You will inspect any Returned Products upon receipt and send written notice of any damages or shortages to Amazon without delay. You have a maximum of 6 months, from the date of dispatch of the Returned Product from the End Customer, to challenge the right to return some or all of the Returned Product to Amazon. Payment of an invoice does not limit Amazon's remedies. Where a Returned Product has the capacity to store personal information or data ("Data"),

you will cleanse the Returned Product securely to ensure that any such Data stored on the Returned Product is deleted and cannot be recovered or retrieved.

2.2. If you use Fulfilment by Amazon, title to Your Products will transfer to Amazon upon dispatch of Your Products to the End Customer. In case of a return, we will place back all Returned Products into the inventory of Your Products in the FBA Programme and further process returns and refunds in accordance with the terms of the Agreement.

2.3. You will be responsible for all your VAT and Intrastat obligations as result of any of your sales to and returns from Amazon.

3. **Warranties**

In addition to the representations and warranties set out in the Agreement, you represent and warrant that: (a) Your Products may be lawfully marketed, sold and distributed without restriction and are not subject to any export controls; (b) Your Products are safe, fit for purpose and free from any defects; (c) Your Materials are accurate and complete and include all technical or other compliance documentation which you are required to provide by law or as may be requested by Amazon; all packaging, labeling, and import documentation will comply with all applicable EU, [UK and other](#) laws and rules; where Your Products are subject to regulation as hazardous materials, you will provide Amazon with all necessary information relating to those products before and at the point of delivery, including the material safety data sheet, the United Nations number, the transportation regulatory class, the packing group, the classification code and the flash point, as applicable; (d) neither Amazon's exercise of its license rights, nor its sale, marketing or distribution of Your Products, will violate any copyright, trademark, design, database or other third party's rights; (e) you have all licenses, permissions, authorisations, consents and permits to supply Your Products under the Programme; you will use functionality we make available to you to exclude from the Programme any of Your Products which you are (by virtue of an agreement with the manufacturer or brand owner, or otherwise) restricted from selling to Amazon.

4. **Indemnification**

In addition to the indemnification obligations set out in the Agreement, you will defend, indemnify, and hold harmless Amazon, and our officers, directors, employees, and agents, against any Claim arising from or related to any breach of the warranties in Section 3, including (without limitation) any Claim based on loss caused by defective, unsafe or non-compliant products and any product withdrawal, recall or other corrective actions required as a result thereof.

5. **Amazon Customers**

By virtue of the Programme, End Customers are Amazon's customers. We may continue to make Buyer-Seller Messaging available for you to respond to questions from End Customers only. Other than to respond to questions through Buyer-Seller messaging, you will not handle or address any contacts with any End Customers and, if contacted by any End Customers, you will state that those customers must follow

contact directions on the Amazon Site on which the purchase was made to address customer service issues; provided that this Section 5 will not restrict you with respect to people or entities who are End Customers but contact you for matters unrelated to Amazon, the Programme, or with respect to distributing and processing product warranty cards.

6. Compensation

Your compensation for the purchase of Your Products by Amazon under the Programme is included in the price invoiced for Your Products in accordance with Section 1 and (except as set forth in any applicable Programme Policies) you will not be entitled to, and Amazon will not pay, any other fees, costs, expenses, charges, surcharges, taxes, tariffs or other compensation or reimbursement in connection with the Programme. Amazon reserves the right in its sole discretion to charge or deduct any administrative fees or surcharges, as set forth in the Agreement or Programme Policies or as otherwise communicated by Amazon from time to time.