

Amazon Responsible Person Service Terms and Conditions

Amazon Responsible Person (“**ARP**”) service is a programme operated by Amazon Services Europe S.à r.l. (together with its affiliates, "Amazon", "we" "our", or "us") through which Amazon provides applicants with a means to comply with the requirements of Article 4 of Regulation (EU) 2019/1020 (the “**Market Surveillance Regulation**”) for products fulfilled using Fulfilment by Amazon (“**FBA**”) (the “**ARP Service**”).

The Market Surveillance Regulation goes into effect on 16 July 2021 in the EU ~~(the UK is not considered part of the EU for this Regulation)~~. Products that are subject to Article 4 of the Market Surveillance Regulation (generally all CE marked products except for medical devices, explosives for civil uses, and certain lifts and cableway installations; common examples of products that are required to be CE marked include toys, electronics, personal protective equipment, machinery, construction products, gas appliances, recreational and personal watercraft, pressure vessels, and measuring equipment) (“**Applicable Products**”) are required to have an economic operator established in the EU who is responsible for certain product compliance tasks (the “**Responsible Person**”).

Selling Partners not established in the EU will have to ensure that their Applicable Products have an EU Responsible Person in order to sell such products in the EU after 16 July 2021. Offers of Applicable Products may be removed after this date if they do not have an EU Responsible Person.

Participation in the ARP Service is only available to Selling Partners without an established EU presence who are manufacturers, brand owners, or resellers authorized by the brand to sell in the EU. The ARP Service is only available for products fulfilled using FBA, and it is not available for products supplied through other channels (including other Amazon services, third party services or the applicant’s own direct supply of products).

Your participation ("you" and "your" means the applicant being party to this agreement) in the ARP Service is subject to the terms and conditions stated below (the "**ARP Agreement**"), together with the [Amazon Services Europe Business Solutions Agreement](#), which includes the terms and conditions governing FBA. To the extent there is a conflict between the Amazon Services Europe Business Solutions Agreement and this ARP Agreement regarding your participation in the ARP Service, the terms of the Amazon Services Europe Business Solutions Agreement prevail.

In order to participate in the ARP Service, you must:

- maintain an account with Seller Central, as applicable, and provide and keep all required information accurate and up to date in Seller Central, including but not limited to your e-mail address and billing contact information; and

- agree to the terms and conditions in this ARP Agreement by subscribing to the ARP Service via checking the box in the Amazon Responsible Person (ARP) Service subscription page located [here](#).

1. **Amendment; Notice of Changes.**

These terms may be amended in accordance with the modification provisions set forth in the Amazon Services Europe Business Solutions Agreement.

2. **How the ARP Service Works.**

(a) Service conditions.

(i) Scope

Participation in the ARP Service is only available to Selling Partners without an established EU presence who are manufacturers, brand owners, or resellers authorized by the brand to sell in the EU.

The ARP Service is limited to Applicable Products fulfilled using FBA. For your Applicable Products fulfilled using FBA, you can choose to select Amazon as the Responsible Person under the ARP Service, or choose to identify another Responsible Person.

For each product for which you use the ARP Service, you **authorize** Amazon to perform the tasks set out in Section 2(b). The ARP Service does not cover products supplied through other channels (including other Amazon services, third party services or the applicant's own direct supply of products). You are free to supply products of the same type through other channels, but Amazon will not make the ARP Service available in respect of products sold through those other channels. You are also free to use another Responsible Person for products that are fulfilled using FBA.

(ii) Documentation

Amazon will act as Responsible Person only for products for which you have provided the required documentation and confirmation. You are **required** to:

- provide Amazon with the applicable Declaration of Conformity (or Declaration of Performance), and with other documentation applicable to products for which you have identified Amazon as the Responsible Person, as requested from time to time by Amazon; and
- confirm that other documentation required by applicable laws (including the technical documentation) has been drawn up and can be made available to

Amazon within two (2) business days so that it can be audited or provided to market surveillance authorities.

You **authorise** Amazon to inspect the documents and information you provide, share the documents and information you provide with market surveillance authorities, and take other actions to co-operate with market surveillance authorities as Amazon determines necessary in its sole discretion to fulfil its obligations as Responsible Person.

You must keep the Declaration of Conformity (or Declaration of Performance), technical documentation and any other documentation required by applicable laws (“**Compliance Documentation**”) up to date at all times for products for which you have identified Amazon as the Responsible Person. Amazon performs regular checks of the Compliance Documentation and can require additional documents or information relating to the product at any time.

Providing false or misleading documents or information, failing to provide documents or information on request, or failing to provide documents or information within the agreed timeframe could lead to termination of your participation in the ARP Service, closure of your account, suspension of fulfilment of your products by FBA and a report to EU market surveillance authorities.

(iii) Labelling

Once you have submitted the required documentation for a product for which you have identified Amazon as the Responsible Person, you are **required** to add Amazon contact details to the product, its packaging or an accompanying document in the manner that we direct you. Failure to do so after 16 July 2021 could lead to offers being removed from Amazon’s website and/or your products being subject to corrective action by EU market surveillance authorities.

Affixing Amazon contact details to products that are not fulfilled using FBA or for which you have not identified Amazon as the Responsible Person under the ARP Agreement, including products sold through any other channel, will violate these terms and could lead to termination of your participation in the ARP Service, closure of your account, suspension of fulfilment of your products by FBA and a report to EU market surveillance authorities.

(b) Amazon’s Responsibility.

Amazon’s responsibility under the ARP Service will be limited to the tasks set out in Article 4(3) of the Market Surveillance Regulation, which are:

- keeping relevant documents that you have submitted (including the Declaration of Conformity or Declaration of Performance) at the disposal of market surveillance authorities for the period required by applicable legislation;

- ensuring technical documentation provided by you is made available to market surveillance authorities on request;
- informing market surveillance authorities of risks posed by your products for which you have identified Amazon as the Responsible Person when Amazon has reason to believe such products may present a risk; and
- cooperating with market surveillance authorities including providing information and documentation, and making sure you take necessary corrective action to remedy any non-compliance or, if that is not possible, taking steps to mitigate risks presented by the product.

(c) Service Fees.

You will be charged a fee of EUR 25 per month (excluding VAT) for the ARP Service (the “**ARP Fee**”). No ARP Fee will be charged prior to August 2021. The ARP Fee may be charged in a local currency or revised from time to time and you will be notified in advance of any changes.

You will be invoiced and charged the ARP Fee on your primary EU marketplace account. The ARP Fee will be deducted as a “Miscellaneous Adjustment” against your existing balance.

(d) Taxes.

To the extent that we are required to collect or remit any tax in connection with the ARP Fee under this ARP Agreement, we will issue tax invoices to you and you will reimburse us for those taxes within 30 days after the date of our invoice. You will not deduct or withhold any amounts (including, but not limited to, in respect of any present or future taxes) from the ARP Fee.

3. **Representations and Warranties**

The Amazon Services Europe Business Solutions Agreement applies to your representation and warranty obligations and our representation and warranty obligations respectively.

Further, and in particular, you represent and warrant that products for which you have identified Amazon as the Responsible Person:

- meet the requirements of all applicable laws and regulations; and
- have had Compliance Documentation drawn up, which you will keep up to date at all times, and make available to Amazon within two (2) business days of a request from Amazon. In accordance with applicable legislation, you agree to retain the Compliance Documentation for a period of ten years from the date of last sale of a product to which it applies.

4. **Indemnification.**

The Amazon Services Europe Business Solutions Agreement applies to your indemnification obligations and our indemnification obligations respectively.

5. **Disclaimer of Warranties.**

The ARP Service is provided on an "as is" basis, meaning you accept the ARP Service in the way it is currently offered by Amazon and we are not obligated to make any changes to the ARP Service or to continue the ARP Service. Amazon is not providing any warranties other than those agreed in this ARP Agreement and the Amazon Services Europe Business Solutions Agreement.

6. **Limitation of Liability.**

Both you and Amazon are liable for damages suffered in accordance with the provisions set forth in your Amazon Services Europe Business Solutions Agreement.

7. **Products for which you have identified Amazon as the Responsible Person.**

Products for which you have identified Amazon as the Responsible Person are "Products" or "Your Products" under the Amazon Services Europe Business Solutions Agreement, including for purposes of provisions related to your representations and warranties, and your indemnification and defense obligations, as applicable.

8. **Term and Termination.**

The term of this ARP Agreement will begin on the date you subscribe for the ARP Service and will continue until we or you terminate this ARP Agreement in accordance with the provisions set forth in your Amazon Services Europe Business Solutions Agreement.

If you send us a Termination Notice for the ARP Service, you must identify another Responsible Person for your products. Offers will be removed if they do not have any Responsible Person identified.

Upon termination, all rights and obligations of the parties under this ARP Agreement will terminate, except that sections 3, 4, 5, 6, 7, 8 and 9 will survive termination.

9. **Governing Law; Venue.**

The ARP Agreement is governed by the law governing the Amazon Services Europe Business Solutions Agreement. Any dispute arising out of this ARP Agreement will be resolved as set forth in the Amazon Services Europe Business Solutions Agreement.