

## VENDOR TERMS AND CONDITIONS

**1. Purchase Orders; Pricing and Taxes:** These terms and conditions govern Amazon's purchase of Products from Vendor. "**Amazon**" is Amazon EU Sarl a limited liability company (*société à responsabilité limitée*), having its registered office at 38 avenue John F. Kennedy, L-1855 Luxembourg, registered with the Luxembourg trade and Companies register under number B 101.818. For purposes of this Agreement, "**Affiliate**" means, with respect to a particular person, any entity that directly or indirectly controls, is controlled by, or is under common control with such person. "**Products**" means all goods, including packaging, provided to Amazon. Amazon is not obliged to purchase Products, and Vendor is not obliged to sell Products and manuals, until Vendor accepts a purchase order ("**PO**"). Any Amazon Affiliate will have the right to issue POs to Vendor under this Agreement and this Agreement will apply. Each PO is a separate obligation of the relevant Amazon Affiliate that issues such PO. Vendor will not substitute Products or combine or consolidate POs without Amazon's consent. Documents that Amazon signs acknowledging receipt of Products do not constitute acceptance of the Products. Amazon may modify or cancel POs without penalty before the Vendor delivers the Products (such delivery in accordance with section 7). The Product price on the PO prevails over any list or invoice price. Prices include applicable fees taxes (excluding VAT), duties, levies, commissions and other charges, unless otherwise agreed in writing. If Vendor reduces the price of the Products in the Vendor's price list, Vendor will pass on the full benefit of the decrease to Amazon for all outstanding POs, Products in transit and for Products which were delivered to Amazon prior to the effective date of the new prices that Amazon still has in stock.

**2. Product Images/Information:** Vendor will make available to Amazon, free of charge, all current Product information, including electronic images, recommended retail prices, age ratings, any product safety information required by applicable law to be displayed to consumers and Product information collected by Amazon from Vendor's website ("**Product Information**"). Vendor will provide timely updates to the Product Information. Vendor grants Amazon, a non-exclusive, worldwide, irrevocable and royalty-free license for such period as the rights the Vendor has in the Product Information subsist at law to: (a) use, copy and display the Product Information on or in connection with any website (or similar ecommerce channel); (b) convert to digital electronic form, excerpt, reformat, adapt or otherwise create derivative works of the Product Information; (c) use all trademarks or tradenames included in the Product Information; and (d) sublicense any of the foregoing rights for the purpose of marketing and promotion of the Products.

**3 Warranties:** Vendor represents and warrants that: (a) Products are safe, fit for purpose and free from any defects; (b) Product Information is accurate and complete and that neither Amazon's exercise of its license rights, nor its sale, marketing or distribution of the Products, will violate any copyright, trademark, design, database or other third party's rights; (c) Products, including Product Information and import documentation (if applicable) comply with all applicable laws and rules and unless otherwise agreed, are CE compliant (including local equivalent requirements) and are supplied with all available European language versions of instructions and warranty and equipment (including, where relevant, a plug suitable for the country of delivery of the Products); (d) the Products may be lawfully marketed, sold and distributed without restriction; and (e) no Products were produced, manufactured, assembled, or packaged by forced, prison or child labour (defined as age 15 or below or below the minimum working age within the applicable jurisdiction, whichever is older); (f) Vendor and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or

controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

**4. Product Recalls; Product Returns; Effect of Remedies:** Vendor will provide Amazon immediate written notice of any recall. Vendor is responsible for the reasonable costs Amazon incurs in a recall. Amazon may return for a full refund at Vendor's expense any Product that (a) is damaged, defective, not fit for any purpose claimed by Vendor (or a Product manufacturer) or breaches any warranty or representation in section 3; (b) does not conform to agreed specifications or to samples; (c) is subject to recall; or (d) was not ordered in a PO by Amazon. Where Amazon returns Product for any of the reasons set out in this section, Vendor will inspect any returned Products and send written notice of any damages or shortages to Amazon without delay. Vendor has a maximum of 6 months, from the date of dispatch of the returned Product from Amazon's premises, to challenge the right to return some or all of the returned Product. Title to any Product returned to Vendor will transfer upon delivery to the appointed carrier. Payment of an invoice does not limit Amazon's remedies. Where Amazon returns a Product which has the capacity to store personal information or data ("**Data**"), Vendor shall cleanse the Product securely to ensure that any such Data stored on the Product is deleted and cannot be recovered or retrieved.

**5. Vendor Defence and Indemnification:** Vendor will defend Amazon, its affiliated companies, and their respective officers, directors, employees, contractors and agents (the "**Amazon Parties**") against any claim that arises, directly or indirectly, from: (a) any death of or injury to any person, damage to any property or any other damage or loss due to any defect in or use of any Product; (b) any breach of the warranties in Section 3; (c) any Product recall; (d) Vendor's negligence, strict liability or intentional misconduct; and (e) Vendor's breach of this Agreement (individually, a "**Claim**", and collectively, the "**Claims**"). Vendor will indemnify and hold harmless each Amazon Party against any liability, loss, damage, cost or expense (including reasonable professional fees) incurred by that Amazon Party relating to any Claim, except to the extent the liability is caused by the negligence or intentional misconduct of that Amazon Party as determined by a final, non-appealable order of a court having jurisdiction. Vendor will not consent to the entry of a judgment or enter into any settlement or compromise of any Claim without the Amazon Parties' prior written consent, which may not be unreasonably withheld. Vendor will use counsel reasonably satisfactory to the Amazon Parties, and the Amazon Parties will cooperate in the defence. If any Amazon Party reasonably determines that any Claim might have an adverse effect on any Amazon Party, that Amazon Party may, to the extent permitted by applicable law, take control of the defence (without limiting Vendor's indemnification obligations).

**6. Limitation of Liability:** NO AMAZON PARTY WILL BE LIABLE TO VENDOR FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES (ALL OF WHICH TERMS INCLUDE, WITHOUT LIMITATION, PURE ECONOMIC LOSS, LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND SIMILAR LOSS).

**7. Shipping:** The parties will agree which party will be responsible for transportation of the Products to Amazon. Title to the Products will transfer from Vendor to Amazon upon receipt by Amazon. For the transfer of any Products by Amazon to Vendor, title will pass to Vendor upon delivery to appointed carrier. Vendor will follow Amazon's delivery procedures and requirements. Where Products being delivered are

subject to regulation as hazardous materials, Vendor shall provide Amazon with all necessary information relating to the 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.

**8. Insurance; Consignment, Proprietary Products, Consignor terms, Direct Fulfilment, and Direct Imports:** Vendor will comply with Schedule 1. In addition, if Vendor agrees to participate in the relevant program(s), Vendor will comply with the terms set out in Schedule 2 (Consignment), Schedule 3 (Proprietary Products), Schedule 4 (Consignor terms), Schedule 5 (Direct Fulfilment), and Schedule 6 (Direct Import), as applicable.

**9. Confidential Information:** Vendor will: (a) protect Amazon's information that is identified as confidential or that reasonably should be considered confidential; (b) use this information only to fulfill its obligations under this Agreement; and (c) return this information to Amazon promptly when this Agreement terminates. Section 9 covers all confidential information regardless of when Vendor receives it. Vendor will not use any trademark, service mark, commercial symbol, or other proprietary right of any Amazon Party; issue press releases or other publicity relating to Amazon or this Agreement; or refer to Amazon in promotional materials.

**10. Taxes:** Vendor may charge and Amazon will pay applicable national, state or local sales or use taxes or value added taxes that Vendor is legally obligated to charge ("**Taxes**"), provided that such Taxes are stated on the original invoice that Vendor provides to Amazon and Vendor's invoices state such Taxes separately and meet the requirements for a valid tax invoice. Amazon may provide Vendor with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Vendor will not charge and or collect the Taxes covered by such certificate. Amazon may deduct or withhold any taxes that Amazon may be legally obligated to deduct or withhold from any amounts payable to Vendor under this Agreement, and payment to Vendor as reduced by such deductions or withholdings will constitute full payment and settlement to Vendor of amounts payable under this Agreement. Throughout the term of this Agreement, Vendor will provide Amazon with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

**11. Miscellaneous:** The parties agree that the Agreement may be validly concluded online. These terms and conditions along with any addendums, agreements under which Vendor ships Products directly to Amazon and all commercial terms agreed in writing (including online, in Vendor Central) between the parties (together the "**Agreement**") will form the entire agreement between Amazon and Vendor for the purchase and sale of Products and supersede all prior agreements and discussions relating to the same. Conflicting provisions, in particular (but not limited to) those contained in Vendor's general terms and conditions, will only apply if Amazon explicitly agrees to such provisions in writing. The term of this Agreement is for the calendar year in which it is signed by the parties. This Agreement will automatically renew for successive calendar years on the same terms and conditions unless superseded by another written agreement between the parties or unless terminated, without recourse to the courts, by either party giving 60 days' written notice to the other at any time. Sections 2, 3, 4, 5, 6, 8, 9 and 11 will survive termination of the Agreement. Vendor may not assign its rights and obligations under or otherwise

transfer this Agreement without prior written consent of Amazon. Any attempt to assign in violation of this section is void in each instance. Amazon may assign this Agreement (or any of its rights and obligations under this Agreement or any PO); (a) to any of its Affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction. Vendor will perform under this Agreement as an independent contractor of Amazon, and this Agreement will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between Vendor and Amazon. Vendor will not represent itself to be an employee, representative or agent of Amazon. Vendor will have no authority to enter into any agreement on Amazon's behalf or in Amazon's name or otherwise bind Amazon to any agreement or obligation. Amazon may collect and process personal data from Vendor, and/or its representatives or employees, for the purposes of communicating about, and developing, the mutual business relationship, complying with legal obligations and generally giving effect to the terms of the Agreement. Any such personal data shall be collected and processed in accordance with the principles detailed in Amazon's privacy policy. This Agreement will be interpreted and enforced in accordance with the laws of the Grand Duchy of Luxembourg without reference to any applicable conflict of laws or the Convention on Contracts for the International Sale of Goods. Amazon and Vendor submit to the non-exclusive jurisdiction of the courts of the district of Luxembourg City. References to the "EU" in this Agreement (other than in company names) are deemed to include the UK, unless expressly excluded. Amazon's estimates or forecasts are non-binding. Amazon may withhold or setoff any sums Vendor owes to Amazon against sums owed by Amazon to Vendor. Amazon may request from Vendor documents to enable it to verify payments made in accordance with this Agreement. If Vendor does not provide such documents within a reasonable period, Amazon will be free to deduct any outstanding amount from Vendor's next remittance. The exercise of one or more rights or remedies by a party will not preclude it from exercising any other right or remedy. Amazon may communicate any modification of the Agreement via email or notification on Vendor Central. Except as provided for in section 1, Vendor may reject the modifications. If Amazon does not receive Vendor's rejection within 14 days after notification, these modifications will be deemed to have been accepted and will become part of the Agreement. Either party's failure to enforce any provision will not be a waiver of the party's rights to subsequently enforce the provision. If any provision is held to be invalid, then that provision will be modified to the extent necessary to give effect to the commercial intentions of the parties and to make it enforceable, and any invalidity will not affect the remaining provisions. This Agreement may be executed in counterparts and exchanged by fax or email.

**Addresses for Notices to Amazon:**

Amazon EU Sarl  
38 avenue John F. Kennedy  
L-1855 LuxembourgAttn : VP Legal  
Email: amazoneu-legal@amazon.lu

## **SCHEDULE 1 INSURANCE**

1. If Vendor provides Amazon with any Product other than books, music, videos, DVDs, videogames or software, Vendor will obtain and maintain, at Vendor's expense, Product and Public Third Party Liability insurance coverage, after conversion of Euros or Great British Pounds into US Dollars, of at least \$1million per occurrence. This coverage must be maintained for 12 months after the expiration of this Agreement.
2. For Vendors domiciled in the United Kingdom or Ireland, Vendor's insurance shall contain an "indemnity to principal" clause in their Product Liability policy that will cover Amazon. Each of these policy coverages will be on a primary basis with any insurance maintained by Amazon, and Amazon insurance shall be excess of all insurance maintained by Vendor. Vendor will provide Amazon with 30 days' advance notice of cancellation, significant modification or expiration of such insurance coverage.
3. Upon request, Vendor will provide a certificate of insurance to Amazon's Risk Management by email at [coi@amazon.com](mailto:coi@amazon.com) Amazon's approval of Vendor's insurance does not relieve Vendor of any obligations, including but not limited to its defence and indemnity obligations, even for claims over Vendor's policy limits. If Vendor fails to perform any of its obligations in Schedule 1, Amazon may withhold payment owed to Vendor until Vendor meets these obligations.

## **SCHEDULE 2 CONSIGNMENT**

**“Consignment Products”** are those Products supplied to Amazon by Vendor to hold within its distribution network until orders are received from customers.

1. Amazon may request Consignment Products with a PO that includes the price to be charged by Vendor and paid by Amazon following Amazon’s sale of Consignment Products to its customers.
2. Legal title to each unit of Consignment Product transfers to Amazon at the time Amazon ships it to the customer. Amazon will pay Vendor the amount properly payable for Consignment Products sold in the previous month within the number of days agreed between the parties, subject to Amazon’s receipt of Vendor’s invoice. If the parties do not agree on payment terms, Amazon will pay Vendor 30 days after the end of the month in which a valid invoice is received.
3. Risk of loss for Consignment Products will transfer to Amazon only after Amazon accepts the Products from the carrier. Amazon may reject, and return to Vendor at Vendor’s expense, defective and damaged Consignment Products and overage (meaning that Amazon did not order it from Vendor).
4. Amazon will store accepted Consignment Products until (a) Amazon purchases such Consignment Product from Vendor, (b) Amazon returns the Consignment Product, or (c) the Agreement is terminated for any reason. Amazon may store Consignment Products in any facility it chooses.
5. Vendor will pay all personal property taxes and duties assessed on Consignment Products, including taxes assessed during the period Amazon holds the Products. Vendor has no interest, lien or other claim in or to the proceeds that Amazon receives from Amazon’s sale of Consignment Products.
6. If an Amazon customer returns Consignment Product, Amazon may retain title to such returned Consignment Product in its inventory or return such Consignment Product to Vendor.
7. Title and risk of loss to any Consignment Product returned to Vendor will transfer to Vendor upon delivery to the appointed carrier.

### SCHEDULE 3 PROPRIETARY PRODUCTS

**1. Proprietary Products.** This Schedule 3 applies only if Vendor and Amazon agree that Vendor will manufacture and supply to Amazon Proprietary Products. For the purpose of this Schedule 3, Proprietary Products means Products manufactured by Vendor or its approved Subcontractors according to the specifications, designs and requirements that Amazon provides to Vendor or as otherwise accepted by Amazon in writing (“Specifications”).

**2. Compliance Requirements.** When developing and manufacturing Proprietary Products, Vendor will comply with the Amazon Supplier Code of Conduct and any Amazon social compliance, product quality, product safety, industry certification, labeling, trademark, packaging, shipping and requirements under this schedule or made available by Amazon to it from time to time (“Compliance Requirements”). Vendor will not make any Material Modification to the Proprietary Products unless it has submitted the Material Modification to Amazon and Amazon has approved it in writing. “Material Modification” means any change in the materials, ingredients, components, manufacturing processes or manufacturing facilities, affecting the Specifications, product classification or labeling requirements of any Proprietary Product. Vendor may not rely upon any instructions, directions, or documentation provided by a third party, unless Amazon notifies it in writing that the third party is authorized to provide such instructions, directions, or documentation.

**3. Raw Materials.** Amazon may furnish to Vendor at Amazon’s expense, raw materials or packaging materials (collectively, “Raw Materials”) required for the manufacture, production, processing, and packaging of Proprietary Products. Vendor agrees that it will only use Raw Materials in Proprietary Products at Amazon’s direction, and not for any other products. Vendor agrees to inspect all Raw Materials to ensure they meet the Specifications before using the Raw Materials. Vendor will: (a) store all Raw Materials at its facility free of charge and pursuant to the requirements provided by Amazon from time to time; (b) clearly and conspicuously label the Raw Materials as Amazon’s property; (c) segregate all Raw Materials from other goods; (d) take all necessary measures to secure and protect the Raw Materials from loss or damage; and (e) keep all Raw Materials free and clear of any liens, claims, security interests and other encumbrances. If Vendor damages or destroys any Raw Materials in its possession, it will reimburse Amazon for the full value of the damaged or destroyed Raw Materials. Amazon will retain title to the Raw Materials until Vendor delivers the Proprietary Products containing the Raw Materials to Amazon. Vendor will bear the risk of loss of the Raw Materials from the time of delivery to it until receipt by Amazon of the Proprietary Products containing the Raw Materials. Upon termination of the Agreement or in case of production discontinuation of a Proprietary Product, all Raw Materials in Vendor’s possession will either be, at Amazon’s option: (a) returned to Amazon promptly, at Amazon’s cost; (b) destroyed; or (c) sold to Vendor at a reasonable price to be agreed by both parties and determined in accordance with then-current industry costs.

**4. Vendor Representations and Warranties.** Vendor represents, warrants and covenants that: (a) all Proprietary Products are of merchantable quality, manufactured in good workmanship and in accordance with the Specifications and Compliance Requirements, are free of contamination and are fit and sufficient for the purposes for which goods of that type are ordinarily used; (b) all Proprietary Products, their design and manufacturing process do not violate any third party’s rights, including without limitation, any intellectual property right where the Proprietary Products may be imported into or sold; and (c) that any authorization, registration, notification, certification or other approval requirements for the Proprietary



Products or their ingredients or components have been fully complied with by the Vendor or by any third party from which the Vendor has sourced the Proprietary Products or any of their ingredients or components that must be authorized, registered, notified, certified or otherwise approved before distribution in any country where Amazon wishes to market the Proprietary Products. In case a responsible person or similar responsible status is required under the applicable legislation, Amazon mandates Vendor to act as the responsible person in respect of such Proprietary Products, and Vendor acceptance of the relevant PO shall be viewed as its written acceptance of this appointment. To the extent that Vendor is not incorporated in the EU, Vendor will procure an entity established within the EU to accept a written mandate to perform the role of responsible person prior to accepting any PO for such Proprietary Products.

**5. Inspections and testing.** Before starting full production, Vendor will produce a quantity of finished Proprietary Products designated by Amazon. Amazon or a third party selected by Amazon will have the right without notice and at Vendor's expense, to: (a) inspect the Proprietary Products at any stage of their development and any materials or documentation relating to, or incorporated in, the Proprietary Products; (b) inspect Vendor and its Subcontractors' facilities; and (c) require Vendor to perform tests, provide product samples or documentary evidence, confirming that the Proprietary Products comply with the Specifications and the Compliance Requirements. If any Proprietary Products do not match the Specifications or the Compliance Requirements, Vendor will, and will cause its Subcontractors to, implement any corrective actions required by Amazon in accordance with the timelines Amazon specifies.

**6. Amazon Identification.** Amazon grants Vendor and its Subcontractors a non-exclusive, non-transferable, royalty-free, non-assignable and revocable right and license during the term of the Agreement to reproduce and display, without alteration of any kind, Amazon's trade name, trademark, logo, service mark, trade dress or design provided to Vendor by Amazon or Amazon's authorized third party ("Amazon Identification"), which shall be used solely on the Proprietary Products and solely as directed by Amazon. Vendor may not transfer, assign or sublicense these rights or otherwise permit any other party other than a Subcontractor to use the Amazon Identification. Vendor will not market, sell or dispose of Proprietary Products that include Amazon Identification (or Proprietary Product components that include Amazon Identification) to anyone other than Amazon, without Amazon's prior written consent. If Amazon or its nominated third party does not accept delivery of Proprietary Products, Vendor will not dispose of these Proprietary Products without removing labels or markings and destroying Amazon Identification.

**7. Amazon Intellectual Property.** Except as expressly set forth in this Schedule 3, Amazon does not grant to Vendor any license, right, title or interest in, to, under or with respect to the Specifications, the Compliance Requirements, any trade secrets, designs, patents, trademarks, copyrights, inventions, data, trade dress, financial information, marketing plans, strategies, projections, or any intellectual property held by Amazon ("Amazon Intellectual Property"). Upon Amazon's request, Vendor will provide Amazon with all information and documentation that is known to it, relating to Amazon Intellectual Property. Vendor will assist Amazon in any related proceeding or litigation, and will promptly execute and deliver to Amazon or Amazon's legal representative any papers, affidavits and declarations and take such other action as Amazon requests to apply for, obtain, maintain and enforce Amazon's rights in the Amazon Intellectual Property.

**8. Work Product.** Any trade dress and modifications or enhancements to Proprietary Products made specifically for or at the request of Amazon ("Work Product") will be deemed a "work made for hire" and made in the course of the performance of the terms of the Agreement and will belong exclusively to



Amazon. Amazon owns and retains all intellectual property rights in and to the Work Product and will have the right to apply for, register, obtain and hold in its own name any and all intellectual property rights with respect to the Work Product. Vendor will not create a Work Product that infringes, misappropriates or otherwise violates any third party rights. Amazon will have full and unlimited rights to make, have made, use, reproduce, create derivative works or otherwise modify, sell, offer for sale, import, export, and distribute the Work Product without any claim or right thereto by Vendor or its agents for additional compensation. Without limiting Amazon's ownership rights outlined above in this paragraph, Vendor hereby irrevocably assigns to Amazon, Amazon's successors and assigns all right, title and interest in and to the Work Product, including all intellectual property and proprietary rights embodied or incorporated in the Work Product or developed in the course of its production, creation or development of the Work Product, including without limitation all copyrights, trademarks, trade dress, service marks, patents, designs, and trade secrets. Vendor will execute all applications, assignments or other documents of any kind and take all other legally necessary steps under the law of any applicable jurisdiction or any international regime required for Amazon to apply for, register, obtain, protect, perfect or enforce Amazon's rights, title and interest in the Work Product. Vendor appoints Amazon as its attorney-in-fact to execute assignments of, and register all rights to, the Work Product and the proprietary rights in the Work Product.

**9. Subcontractors.** Vendor agrees that: (a) it will only manufacture Proprietary Products in locations pre-approved by Amazon in writing; and (b) it will not subcontract or delegate any of its obligations under this Schedule 3, to any third parties without Amazon's prior written consent ("Subcontractors"). If Amazon consents to the use of any Subcontractor, Vendor will ensure that such Subcontractor is bound to the terms of the Agreement and provide a copy of any subcontract entered between it and such Subcontractor to Amazon upon request. Each subcontract will name Amazon as a third party beneficiary of the subcontract. Notwithstanding Amazon's consent or the existence or terms of any subcontract, Vendor is responsible for the full performance of its obligations under the Agreement and for its Subcontractors' compliance with the terms of the Agreement.

**10. Insurance.** Vendor acknowledges and agrees that for Proprietary Products, Vendor's insurance coverage under Schedule 1 will be at least \$20 million USD per occurrence and \$20 million USD aggregate, after conversion of Euros or British Pounds into US Dollars.

## SCHEDULE 4 CONSIGNOR TERMS

These terms ("**Consignor Terms**") apply when Vendor ships Products (including Consignment Products) using a carrier ("**Carrier**") arranged by Amazon for transportation on Vendor's behalf. By using a Carrier arranged by Amazon, Vendor agrees to be bound by these Consignor Terms and if Vendor is in Germany, Vendor authorizes Amazon to contract with the Carrier on Vendor's behalf in the capacity as client of the consignor.

1. Vendor will ensure that the Products are appropriately packaged such that damage or loss in the course of normal transit will not arise. In case of breach of the above, Vendor will refund Amazon for the costs of goods, including associated carrier costs.
2. Vendor is the consignor of the Products (including Consignment Products) for the purposes of transportation and shall note itself as "consignor" and "shipper" on any consignment note or other relevant document accompanying the Products (or Consignment Products). Vendor shall comply with all applicable rules and/or regulations in relation to the packing, labelling and transportation of goods including, without limitation, all data sharing and documentary requirements (as described in paragraph 3 below) and (as applicable to the relevant mode of transport): the European Agreement concerning the International Carriage of Dangerous Goods by Road ("ADR"); the international Dangerous Goods Regulations for transportation by air ("DGR"); the International Maritime Dangerous Goods Code for transportation by sea ("IMDG Code"); the International Carriage of Dangerous Goods by Rail ("RID Directives"); and any applicable national dangerous goods regulations (together, the "DG Rules and Regulations"). Vendor will indemnify and hold harmless Amazon, each Amazon Party and Carrier for any and all liability, loss or damage arising from a failure by Vendor to comply with the DG Rules and Regulations.
3. Where Vendor is required by the DG Rules and Regulations to notify and/or provide instructions or documents to either Amazon and/or the Carrier due to the contents of any Products, Vendor will ensure that both Amazon and Carrier promptly receive any such notifications, instructions or documents.
4. Vendor further acknowledges that the Carrier will have a direct right of recourse against them where the Vendor, as consignor, causes loss or damage to the Carrier through its failure to comply with the DG Rules and Regulations.
5. If applicable to the program Vendor is participating in (for example, We Pay), Vendor agrees that, when the Carrier picks up the Products at the Vendor location, Vendor will grant the Carrier access to the shipment (and leave open the trailer or swap body) so that the Carrier can (a) validate that the shipment is for Amazon, (b) confirm the number of pallets or parcels, as applicable, collected and (c) properly secure the pallets or parcels on the trailer or swap body and seal the trailer. Where Vendor does not grant the Carrier access to the shipment as described above, Vendor, as consignor, will be responsible for securing the Products in the trailer or swap body and be held liable for any damages incurred during transit that were not caused by the Carrier's intentional misconduct or negligence.
6. When the Carrier has not provided Vendor with a consignment note, Vendor must keep a physical record of collection, signed by the Carrier, containing information on (i) the number and weight of

the pallets or parcels; (ii) the pick-up and destination point; and the Amazon reference number of the shipment. Vendor must retain this document for a minimum of two years.

## SCHEDULE 5

### DIRECT FULFILMENT

1. If the parties determine that Vendor will provide packing and shipping fulfilment services, as described in this Schedule ("Direct Fulfilment Services"), then Vendor will comply with this Schedule; otherwise, this Schedule will not apply.
2. This Schedule will only apply to purchases of Products that Amazon designates for Direct Fulfilment Services ("Direct Fulfilment Products"), and as applied to purchases of Direct Fulfilment Products and the performance of Direct Fulfilment Services the provisions of this Schedule will control over any inconsistent provision of this Agreement.
3. **Direct Fulfilment Services.** Amazon will have the right to fulfill any of its customer orders for Products by issuing a PO to Vendor designated for Direct Fulfilment Services (a "Direct Fulfilment PO") and utilizing the Direct Fulfilment Services for such Direct Fulfilment Products. Any of Amazon's Affiliates will have the right to issue a Direct Fulfilment PO under this Agreement, and Direct Fulfilment POs are the separate obligation of the Affiliate that issues the Direct Fulfilment PO.
4. **Amazon Customers.** Amazon customers are not, by virtue of this Schedule or the rest of this Agreement, Vendor's customers. Vendor will not handle or address any contacts with any of Amazon's customers, and, if contacted by any of Amazon's customers, Vendor will state that those customers must follow contact directions on the web site on which the purchase was made to address customer service issues; provided that this Section 4 will not restrict Vendor with respect to people or entities who are Amazon customers but contact Vendor for matters unrelated to Amazon, the Direct Fulfilment Products or the Direct Fulfilment Services, or with respect to distributing and processing product warranty cards.
5. **Compensation.** Vendor's compensation for the purchase of the Direct Fulfilment Products and for the performance of the Direct Fulfilment Services (including without limitation all labor, materials, costs and expenses of the Direct Fulfilment Services) is included in the price invoiced for the related Product(s), and (except as set forth in any applicable Direct Fulfilment Program Policies, as defined below, with respect to reimbursement for shipments on Vendor's carrier accounts) Vendor will not be entitled to, and Amazon will not pay, any other fees, costs, accessorial, additional, expenses, charges, surcharges, taxes, tariffs or other compensation or reimbursement in connection with the Direct Fulfilment Services. Amazon reserves the right in its sole discretion to charge or deduct any administrative fees or surcharges, as set forth in the applicable Direct Fulfilment Program Policies or otherwise communicated by Amazon from time to time.
6. **Warranties.** Vendor represents, warrants and covenants that Vendor will comply with all laws, regulations and rules relating to the Direct Fulfilment Services, including (a) in the country of origin and/or destination for a shipment relating to the use and/or recycling of packing materials (including without limitation applicable local Directive(s)) and (b) if any Direct Fulfilment Products are regulated as hazardous or dangerous materials under (i) the governing law; (ii) any other relevant law or regulation, including without limitation the European Agreement on the International Carriage of Dangerous Goods by Road (ADR) or the International Air Transport Association (IATA); and/or (iii) are subject to other shipping restrictions imposed by the carriers, Vendor will comply with all such regulations and restrictions, including with respect to storage, packaging, labeling, documentation, quantity restrictions and ship method constraints. Amazon may from time to time give volume and other projections to Vendor, but such projections are speculative only and will not give rise to liability for Amazon. Amazon does not make

any representation, warranty, or promise as to the amount of business or Direct Fulfilment POs Vendor can expect at any time under this Schedule or this Agreement, and will not be liable for any actions Vendor undertakes based on Vendor's expectations.

**7. Data Protection.** Vendor will comply with all provisions of the Regulation 2016/679/EU and any implementation of such Regulation in the governing law or any other applicable law (including any variation or addition to the said Regulation and to any implementation thereof) any applicable implementing regulations, and any applicable codes of practice and best practice guidance issued by any applicable authorities (together, the "Data Protection Requirements"). In particular and without limitation Vendor will: (a) act only on instructions from Amazon as data controller, take appropriate technical and organisational measures against unauthorized or unlawful processing of all personal data (as defined in any data protection requirements made available to Vendor by Amazon, including in any Direct Fulfilment Program Policies, as defined below) comprised in Amazon customer information and against accidental loss or destruction of, or damage to the same, any personal data; (b) not transfer any such personal data outside the countries of the European Economic Area, without and only to the extent of any express written consent of Amazon which may be refused at Amazon's sole discretion (other than transfers of any such personal data to the UK, which shall be permitted provided such transfers are carried out under standard contractual clauses or otherwise in accordance with applicable law); (c) allow Amazon access to any relevant premises owned or controlled by Vendor on reasonable notice to inspect Vendor's procedures in relation to the processing of the personal data and will, on request from time to time, prepare a report for Amazon as to Vendor's current technical and organisational measures used to protect any such personal data; and (d) keep all materials containing such personal data in a safe and secure place (or if held electronically Vendor will ensure it has appropriate electronic security systems in place) and will return them to Amazon (or if held electronically Vendor will ensure all files containing data are deleted and will provide written confirmation of this to Amazon) immediately on termination or expiry of this Agreement or sooner on Amazon's written request.

**8. Tax Matters.** If VAT is chargeable, Amazon will require a valid VAT invoice before making payment and reserves the right to withhold payment until a valid VAT invoice has been provided. Unless specified otherwise, prices will be considered as inclusive of all taxes and duties but exclusive of VAT. Vendor will be solely liable for, and will indemnify and hold Amazon harmless against, any and all taxes assessed or claimed upon the sale or provision of any Direct Fulfilment Products or Direct Fulfilment Services under the Agreement and against all interest, penalties, costs and expenses (including attorneys' fees) related to such taxes. Both parties agree to use commercially reasonable efforts to cooperate and provide assistance to each other with respect to any potential tax audit in connection with the Direct Fulfilment Services. Furthermore the parties agree that no party will be required to provide information that is not readily available using such party's existing information systems, and no party will be required to modify or create new systems to obtain or process any such required or requested tax information. Each party agrees that any costs incurred in connection with such cooperation and assistance will be borne solely by the party incurring such costs.

**9. Miscellaneous.** This Schedule incorporates, and Amazon, the Direct Fulfilment Products Vendor sells and the Direct Fulfilment Services Vendor provides will comply with, the terms, conditions, policies, guidelines, specifications, rules and other information applicable to the Direct Fulfilment Services and accessible on this web site for vendors ("Vendor Site") at the time of Direct Fulfilment Product shipment

("Direct Fulfilment Program Policies"), including without limitation any updates to such Direct Fulfilment Program Policies from time to time. To the extent there is a conflict between this Schedule and the Direct Fulfilment Program Policies, the terms of the Schedule will control. No force majeure or similar provision excusing performance that applies generally under this Agreement will be deemed to apply to the obligation to perform the Direct Fulfilment Services.

**10. Revisions; Continued Use.** Direct Fulfilment Program Policies are Program Policies for purposes of this Agreement, and are subject to change in accordance with Section 11. VENDOR'S CONTINUED ACCEPTANCE OF DIRECT FULFILLMENT POS OR CONTINUED USE OF VENDOR SITE FOLLOWING OUR E MAILING OR POSTING OF ANY REVISED TERMS, CONDITIONS, OR DIRECT FULFILLMENT PROGRAM POLICIES, OR ANY NOTICE OF ANY SUCH REVISIONS, WILL CONSTITUTE VENDOR'S ACCEPTANCE OF THE REVISIONS. IF VENDOR DOES NOT AGREE TO ANY CHANGES TO THIS SCHEDULE (INCLUDING WITHOUT LIMITATION THE DIRECT FULFILLMENT PROGRAM POLICIES), VENDOR MUST STOP ACCEPTING DIRECT FULFILLMENT POS.



## **SCHEDULE 6**

### **DIRECT IMPORT**

If Vendor has arranged with Amazon to provide Products directly from overseas, which require the engagement of international freight forwarding, international transportation, EU customs brokerage and other services not otherwise required for shipments within the EU (including when Vendor with physical address in the EU has arranged a transaction with Amazon under International Commercial Terms, Free On Board, Free Carrier Alongside, or Delivered Duty Paid), with Amazon having expressly confirmed that Amazon will act as the importer of record through the direct import program (“Direct Import”), then Vendor will comply with this Schedule; otherwise, this Schedule will not apply.

1. Vendor represents and warrants that (a) all Product packaging, labeling, and import documentation will comply with all applicable EU laws and rules, and (b) the Products are not subject to any import or export bans, embargos or restrictions. The parties agree that any claim that arises, directly or indirectly, from a breach of the representations and warranties set out in this section 1 shall fall within the definition of “Claim” pursuant to section 5 (Vendor Defence and Indemnification) of the Vendor Terms and Conditions to which this Schedule is annexed (the “Agreement”).
2. Vendor undertakes to ship any Products returned by Amazon to Vendor to a location outside of the EU acting as importer of record in the country of destination, notwithstanding any Incoterm (as defined by the ICC Incoterms 2010, as amended from time to time – the “ICC Incoterms”) agreed in accordance with this Schedule. Accordingly, Vendor will be liable for all customs clearance requirements including but not limited to the payment of any import or export duties and taxes. Vendor will collect the Products from a location specified by Amazon (e.g., one of Amazon’s distribution centers) and Vendor will bear any costs of Amazon in storing and or disposing of the Products if they are not collected by Vendor within agreed timescales.
3. Notwithstanding section 2 of this Schedule, Vendor acknowledges that Amazon (a) shall be entitled to a full refund for any Product that is returned to Amazon pursuant to section 4 of the Agreement unless otherwise agreed (including pursuant to any damage allowance agreement); (b) shall not be obliged to return to Vendor (in whole or in part) any of the Products so returned, and (c) does not carry out any material checks on the Products returned by its customers and Vendor agrees that a customer’s determination of the reason for returning the Products shall be conclusive evidence that a returned Product meets the criteria set out in section 4 of the Agreement.
4. Notwithstanding any ICC Incoterms agreed between Vendor and Amazon in accordance with this Schedule, prior to delivering any Products to the destination specified in the relevant PO, Vendor shall comply at its sole cost with all requirements as set out in Amazon’s Guidelines for EU Import Vendors available in Vendor Central (as amended from time to time) within the timeframes stated therein and to the satisfaction of Amazon or Amazon’s designated inspection service company.

5. While carrying out Direct Import business with Amazon, Vendor will package the Products appropriately to ensure they are protected from damage during delivery, handling and storage and in accordance with directions provided from time to time by Amazon. Vendor will deliver the Products to the destination specified in the PO during the delivery window specified by Amazon. Vendor will deliver the Products in accordance with the relevant ICC Incoterm agreed between the parties in the relevant PO or elsewhere. Where no ICC Incoterm is set out in the relevant PO or elsewhere, the Products will be delivered FOB (as defined by the ICC Incoterms) for all shipments sent via waterway transport and FCA (as defined by the ICC Incoterms) for shipments sent via any other mode of transportation, it being understood that when Amazon has agreed to any shipment being less than a container load (“LCL”) pursuant to this section, the applicable ICC Incoterms shall be FCA. Title in the Product shall pass to Amazon at the same time as risk passes to Amazon in accordance with the relevant ICC Incoterms specified in the PO or elsewhere or as stated herein (as the case may be). Vendor will be liable for all reasonable costs incurred by Amazon as a result of Vendor failing to meet all packaging and delivery requirements. Notwithstanding any ICC Incoterm agreed in accordance with this section 5, if Vendor provides incorrect information (such as incorrect weight and size information) to Amazon prior to the Products arriving at the destination specified in the relevant PO and, as a result of this incorrect information, Amazon’s planned container fill and/or container size requires alteration, Vendor will be liable for any additional shipping and operational costs incurred by Amazon. Amazon shall be entitled to raise a PO to purchase Products from Vendor on an LCL basis, in which case the Agreement and this Schedule shall continue to apply. The confirmed carton and weight count or unit count where applicable (including via electronic devices) may be carried out by Amazon’s nominated third party logistics provider at the destination specified in the PO. Vendor will accept the confirmed carton and weight count or unit count (including via electronic devices), as the case may be, of Amazon’s nominated third party logistics provider.

6. Vendor will maintain in electronic and physical format for at least 10 years from the date of shipment of Products, copies of all records relating to the Products and promptly provide the same to any third party or regulatory authority upon Amazon’s request. Such records shall include, without limitation, EC declaration of conformity, technical details of product specifications, batch numbers, shipping dates and any information required to enable an immediate recall of Products.

7. The provisions of this Schedule will supersede any inconsistent provisions of the Agreement. Except as specifically provided herein, the Agreement will remain in full force and effect, and the parties hereby ratify the terms and conditions of the Agreement as amended herein. Sections 1, 2, 4, 5, 6 and this section 7 will survive termination of the Agreement.