

[Vendor name] ("we" or "Vendor")]

Amazon EU S.à r.l.
38 avenue John F. Kennedy
L-1855 Luxembourg

Dear Sir/Madame,

We have been informed that Amazon has received a notice from German authorities alleging that the sale of certain products on amazon.de have not complied with (a) the Classification, Labelling and Packaging (CLP) Regulation (EC) No 1272/2008 ("**CLP**"); and/or (b) the Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulation (EC) No 1907/2006 ("**REACH**").

In view of the above, we confirm that (a) all products that we have and will sell to Amazon comply with CLP and REACH (if applicable); (b) we will provide Amazon with timely updates of the material safety data sheet ("**SDS**"); (c) we will provide Amazon with timely updates of the product information on the detail page and the product itself in line with the latest SDS; (d) we understand that Amazon will on a continuous basis do audits of products Amazon has purchased from us; (e) we understand that if we sell non-compliant products to Amazon it may result in that German authorities issue personal fines against Amazon's country manager in Germany; and (f) we understand that Amazon may decide to immediately suppress products purchased from us that do not comply with CLP and/or REACH or any other applicable law.

In light of the above, we hereby undertake and commit to the following:

1. Vendor represents and warrants that: (a) products, including product information, packaging, labeling, and import documentation (if applicable) comply with all applicable laws and rules (including, but not limited to, CLP and REACH); (b) Vendor will provide Amazon with all necessary information relating to the Products before and at the point of delivery, including the latest SDS, , as applicable; (c) Vendor will provide Amazon with timely updates to the SDS and the product information (on detail page and the product itself) in line with the latest SDS; (d) all products governed by CLP sold by Vendor to Amazon have the same classification under CLP; (e) Vendor will immediately inform Amazon about any change of CLP classification of such products; (f) CLP classification includes all supplemental warnings and labeling requirements; and (g) any products governed by CLP sold by Vendor to Amazon have labels with CLP pictograms, signal words and hazard statements in DE language and consistent with the SDS (except precedence rules).
2. 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 any breach of the warranties in Section 1 (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. 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).
3. This Indemnity Letter 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.

[Vendor]

Name:

Title:

Date: