

Mandate for an authorised representative acting as responsible person in the European Union

SAMPLE — not an offer, not a contract. This document is published on noda.ee to show the structure and the terms of the mandate we sign with clients. The manufacturer, the products, the numbers and the dates in it are fictitious. The mandate for each client is prepared individually; only the signed version has legal effect. This sample has not yet been reviewed by a lawyer.

Mandate no. SAMPLE-RP-0001 · Date: 27 October 2026 · Version of the sample: 1.0

Parties

Example Brand Ltd, a company incorporated in England and Wales, company number 00000000, registered office 1 Example Street, London EC1A 1AA, United Kingdom, e-mail compliance@example-brand.example, represented by its director (the **Manufacturer**);

and

[Representative company name], a private limited company established in Estonia, registry code [00000000], registered address [address], Estonia, e-mail hello@noda.ee, operating the Noda brand, represented by a member of its management board (the **Representative**).

Each a **Party**, together the **Parties**.

Background

- A. The Manufacturer places consumer products on the market in the European Union. It is not established in the European Union.
- B. Under Article 16(1) of Regulation (EU) 2023/988 (the General Product Safety Regulation, **GPSR**), a product covered by that Regulation may be placed on the Union market only if an economic operator established in the Union is responsible for the tasks set out in Article 4(3) of Regulation (EU) 2019/1020 (the Market Surveillance Regulation). Under Article 4(2)(c) of Regulation (EU) 2019/1020 and Article 10 of the GPSR, that economic operator may be an authorised representative appointed by the manufacturer under a written mandate.
- C. The Manufacturer appoints the Representative as its authorised representative and as the economic operator responsible for the Products within the meaning of Article 16 of the GPSR, on the terms below.

1. Appointment and scope

- 1.1 The Manufacturer appoints the Representative as its authorised representative for the Products, and the Representative accepts. For the term of this Mandate the Representative is the economic operator established in the Union responsible for the Products under Article 16 of the GPSR and Article 4 of Regulation (EU) 2019/1020.
- 1.2 **Products** means the product types listed in Annex 1. A product that is not listed in Annex 1 is not covered. Product types are added or removed by a written amendment of Annex 1 (e-mail is sufficient), at the fees in Annex 3, and only after the check in clause 2.1.

- 1.3 **Territory** means the European Union and Northern Ireland, where the GPSR applies under the Windsor Framework. The Mandate does not cover Great Britain, Russia, Belarus or any other country outside the Territory.
- 1.4 The Mandate covers the tasks of the responsible economic operator under the GPSR. It does not cover the role of responsible person under Regulation (EC) No 1223/2009 (cosmetics), the role of authorised representative under sector legislation for medical devices, machinery, radio equipment or other products subject to Union harmonisation legislation, nor products excluded from the GPSR (food, feed, medicinal products and others listed in Article 2 of the GPSR). Where a product type listed in Annex 1 is also subject to Union harmonisation legislation listed in Article 4(5) of Regulation (EU) 2019/1020, that legislation is named in Annex 1 and the tasks under Article 4(3) apply to it as well.
- 1.5 The Representative does not become the manufacturer, importer, distributor or fulfilment service provider of the Products and does not take title to them. The Manufacturer's own obligations under Article 9 of the GPSR, including the obligation to ensure that the Products are safe and to draw up the technical documentation, remain with the Manufacturer and are not part of this Mandate.

2. Tasks of the Representative

- 2.1 **Check before the start.** Before a product type is covered, the Representative checks for that product type that:
- (a) the technical documentation required by Article 9(2) of the GPSR has been drawn up: a general description of the product, its essential properties relevant to safety, the internal risk analysis and the list of applicable European standards or other safety requirements, with test reports where they exist, and the EU declaration of conformity where Union harmonisation legislation requires one;
 - (b) the product and its packaging carry the identification required by Article 9(5) (type, batch or serial number), the Manufacturer's name, registered trade name or trade mark, postal address and electronic address required by Article 9(6), the instructions and safety information required by Article 9(7) in the languages of the Member States of sale, and the Representative's details set out in Annex 2.

The Representative confirms the result in writing within 3 business days of receiving the complete documents (within 24 hours, Monday to Friday, when the Express option in Annex 3 is ordered). A product type whose documents or labels fail the check is not covered until the Manufacturer has corrected them and the Representative has confirmed the correction.

- 2.2 **Ongoing tasks.** For each covered product type, the Representative:
- (a) keeps the technical documentation and, where applicable, the EU declaration of conformity at the disposal of the market surveillance authorities for 10 years from the date on which each product was placed on the market, and ensures that the technical documentation can be made available to them on request (Article 4(3)(a) of Regulation (EU) 2019/1020);
 - (b) on a reasoned request of a market surveillance authority, provides that authority with all information and documentation necessary to demonstrate the safety and conformity of the product, in a language easily understood by that authority (Article 4(3)(b) of Regulation (EU) 2019/1020; Article 10(2) of the GPSR);

- (c) when it has reason to believe that a product presents a risk, informs the Manufacturer without delay and informs the market surveillance authorities of the Member States in which the product has been made available (Article 4(3)(c) of Regulation (EU) 2019/1020; Article 10(2) of the GPSR);
- (d) cooperates with the market surveillance authorities, including by making sure, on their reasoned request, that the immediate corrective action necessary to remedy non-compliance or, if that is not possible, to mitigate the risk is taken, and supports the Manufacturer in a withdrawal or a recall (Article 4(3)(d) of Regulation (EU) 2019/1020; Articles 35 and 36 of the GPSR);
- (e) informs the competent national authorities, through the Safety Business Gateway, of any action taken to eliminate the risks posed by the Products, where the Manufacturer has not already done so or on the Manufacturer's instruction (Article 10(2) of the GPSR);
- (f) periodically, where appropriate with regard to the possible risks of the product, checks that the product continues to comply with its technical documentation and continues to carry the information required by Article 9(5), (6) and (7) of the GPSR, at least once a year before each renewal and whenever the Manufacturer notifies a change under clause 3.3, keeps documentary evidence of these checks and provides it to the market surveillance authorities on request (Article 16(2) of the GPSR);
- (g) provides a copy of this Mandate to a market surveillance authority on request, in the Union language determined by that authority (Article 10(2) of the GPSR; Article 5(2) of Regulation (EU) 2019/1020).

- 2.3 **Data for labels and listings.** The Representative provides the Manufacturer with the name, postal address and electronic address to be shown on the Products and in online offers, as set out in Annex 2, within the period in clause 2.1.
- 2.4 **Correspondence.** The Representative forwards to the Manufacturer every letter, request or notice it receives about the Products from an authority, a marketplace or a consumer within 1 business day of receipt (Monday to Friday, 9:00–17:00 Tallinn time), and confirms receipt of a consumer safety report within 1 business day. Answers to market surveillance authorities are prepared by the Representative with the Manufacturer's input and are not charged separately (Annex 3).
- 2.5 **What the Representative does not do.** The Representative does not test products, does not draw up or translate technical documentation, does not issue certificates (there is no "GPSR certificate" in Union law), does not give legal advice, does not act as importer, customs representative, VAT representative, distributor or fulfilment service provider under this Mandate, and does not take over the Manufacturer's liability for the Products.

3. Obligations of the Manufacturer

- 3.1 The Manufacturer remains responsible for the safety and conformity of the Products and for its obligations under the GPSR, in particular Article 9 (safe products, internal risk analysis, technical documentation kept up to date and for 10 years, identification, labelling, instructions and safety information, sample testing where appropriate, register of complaints, investigation of complaints, corrective measures), Article 19 (information in online offers), Article 20 (reporting of accidents through the Safety Business Gateway) and Articles 35 and 36 (information to consumers and recall notices).

- 3.2 Before a product type is placed on the market under this Mandate, and at any later time on request, the Manufacturer provides the Representative with the technical documentation, the labels, packaging artwork and instructions, product photographs, test reports and declarations of conformity where they exist, and the list of marketplaces and shops where the product is offered. Documents are provided in English or with an English translation.
- 3.3 The Manufacturer notifies the Representative in writing, at least 10 business days before the changed product is placed on the market, of any change in the design, composition, supplier, manufacturing site, labelling, instructions or applicable standards of a covered product type, and of any new product type to be covered.
- 3.4 The Manufacturer shows the Representative's name, postal address and electronic address exactly as set out in Annex 2 on each product or on its packaging, the parcel or an accompanying document (Article 16(3) of the GPSR), and in every online offer of the Products (Article 19 of the GPSR). The name is reproduced word for word. The Manufacturer uses these details only for the Products and only in the Territory.
- 3.5 The Manufacturer informs the Representative within 1 business day of any complaint concerning the safety of a Product, any accident or incident involving a Product, any request, notice or enquiry from an authority or a marketplace about a Product, and any withdrawal, recall or corrective measure it takes or plans, and sends the Representative a copy of all related correspondence.
- 3.6 The Manufacturer takes the corrective measures that the law or an authority requires, including a withdrawal or a recall, and bears their cost, including the cost of testing, transport, replacement, refund and communication with consumers.
- 3.7 The Manufacturer provides the Representative, before signature and on request, with its registration extract, the identity of its beneficial owners and of the person signing on its behalf, and keeps this information up to date. The Representative screens the Manufacturer, its owners and the Products against the EU consolidated sanctions list before the start, when anything changes and at least every 6 months.
- 3.8 The Manufacturer complies with EU sanctions. It warrants that neither it nor any of its owners or controlling persons is listed under EU sanctions, that it is not established in, owned or controlled from Russia or Belarus, and that the Products do not originate in, are not exported from and are not bound for Russia or Belarus. Products of other origin that transit Russia or Belarus are accepted only where EU sanctions permit and after the Representative's check.

4. Fees and payment

- 4.1 The Manufacturer pays the Representative the annual fee for the number of covered product types according to the price list in Annex 3, which reproduces the Noda price list published on noda.ee on the date of this Mandate.
- 4.2 The fee includes the tasks in clause 2, the data in Annex 2, answers to requests of market surveillance authorities, the forwarding of letters and requests, and the keeping of documents. It does not include testing, the drawing up or translation of technical documentation, the cost of corrective measures, withdrawals or recalls, sector-specific roles under clause 1.4, or fees charged by third parties. Third-party costs incurred at the Manufacturer's request are re-invoiced at cost after the Manufacturer's written approval.

- 4.3 The annual fee is invoiced on signature and at each renewal and is payable in advance within 14 days of the invoice date, in euros, by bank transfer. The Representative starts the check under clause 2.1 after receipt of the documents and of the first payment. The fee for a product type added during a term is invoiced for the remainder of the term pro rata to full months. Express fees are invoiced when ordered.
- 4.4 Prices exclude VAT. VAT is added only where Estonian law requires it. Late payment bears interest at the statutory rate under Estonian law.
- 4.5 The Representative may change the price list for the next term by written notice at least 60 days before the renewal date. The Manufacturer may then terminate under clause 5.2 with effect from the renewal date.

5. Term, renewal and termination

- 5.1 This Mandate enters into force when both Parties have signed it and the first annual fee has been received, and runs for 12 months from the start date in Annex 1. It is renewed automatically for further periods of 12 months unless terminated under this clause 5.
- 5.2 Either Party may terminate this Mandate at any time by written notice of 30 days. Fees already paid for the current term are not refunded when the Manufacturer terminates. When the Representative terminates under this clause without a breach by the Manufacturer, the fee for the full months remaining in the current term is refunded.
- 5.3 Either Party may terminate this Mandate with immediate effect by written notice if the other Party materially breaches it and does not remedy the breach within 14 days of a written reminder. The Representative may in addition terminate with immediate effect if the Manufacturer places a Product on the market whose documents or labels have failed the check under clause 2.1, does not take the corrective measures required under clause 3.6, breaches clause 3.8, does not pay an invoice within 14 days of a reminder, or becomes insolvent.
- 5.4 On the end of this Mandate, for whatever reason:
 - (a) the Representative ceases to be the responsible economic operator for Products placed on the market after the end date; the Manufacturer appoints another economic operator established in the Union before it places further Products on the market;
 - (b) the Manufacturer stops using the Representative's name and address on the Products, their packaging, documents and online offers within 30 days;
 - (c) the Representative hands over to the Manufacturer, or to the new responsible economic operator named by the Manufacturer, the technical documentation, the correspondence with authorities and the records of the checks under clause 2 within 10 business days, in the form in which they were received or created;
 - (d) the Representative keeps a copy of the documentation for the Products placed on the market during the term for as long as Article 4(3)(a) of Regulation (EU) 2019/1020 requires, and continues to answer requests of market surveillance authorities about those Products; the Manufacturer continues to provide the information and cooperation needed for such answers;
 - (e) clauses 1.5, 3.1, 3.6, 5.4, 6, 7 and 8 continue to apply.

6. Liability

- 6.1 The appointment of the Representative does not transfer to it the Manufacturer's liability for the Products, including liability under the rules on liability for defective products, and does not relieve the Manufacturer of any obligation under the GPSR.
- 6.2 The Representative is liable to the Manufacturer only for direct damage caused by its intentional or grossly negligent breach of this Mandate. The Representative's total liability under this Mandate is limited to the fees paid by the Manufacturer under it in the 12 months before the event giving rise to the claim. The Representative is not liable for decisions of authorities or marketplaces, including the suspension of listings, taken on the basis of information or documents provided by the Manufacturer.
- 6.3 The Manufacturer indemnifies the Representative against claims, fines, penalties, costs and expenses, including reasonable legal costs, arising from the Products, their non-conformity or unsafety, the Manufacturer's breach of this Mandate or of the GPSR, or incorrect or incomplete information provided by the Manufacturer, except to the extent caused by the Representative's own intentional or grossly negligent breach.

7. Confidentiality and data

- 7.1 Each Party keeps confidential the technical documentation, the commercial terms of this Mandate and any other non-public information received from the other Party, and uses it only to perform this Mandate. The Representative may disclose information to market surveillance authorities and other authorities where the law requires it, and to its employees, specialist partners and advisers who need it to perform this Mandate and are bound by confidentiality.
- 7.2 Personal data exchanged under this Mandate is processed in accordance with Regulation (EU) 2016/679 (GDPR). The Representative's privacy notice is published on noda.ee. Each Party is an independent controller of the personal data it processes.
- 7.3 The Representative names the Manufacturer as a client, in public or to third parties, only with the Manufacturer's prior written consent.

8. General

- 8.1 This Mandate, with its Annexes, is the entire agreement between the Parties on its subject matter. Amendments are made in writing; for Annex 1 an exchange of e-mails confirmed by both Parties is sufficient.
- 8.2 Notices are sent by e-mail to the addresses in the Parties section. A notice of termination is also sent by registered mail or courier to the registered address of the other Party.
- 8.3 The Representative may transfer this Mandate to another company established in the European Union that takes over the business operated under the Noda brand, by written notice of at least 30 days. The notice states the new name and address to be used under Annex 2 and a period of at least 90 days for updating labels and listings. The Manufacturer may terminate this Mandate with effect from the transfer date by written notice within the 30 days; in that case the fee for the full months remaining in the current term is refunded.

- 8.4 Neither Party is liable for a delay caused by an event beyond its reasonable control; the tasks in clause 2.2(c) and (d) are performed as far as circumstances allow.
- 8.5 This Mandate is in English. Where an authority requires a document in Estonian or in another language, the Manufacturer bears the cost of translation.
- 8.6 This Mandate is governed by the law of the Republic of Estonia. Disputes that the Parties cannot settle amicably are resolved by Harju County Court (Harju Maakohus), Tallinn, Estonia, as the court of first instance.
- 8.7 If a provision of this Mandate is invalid, the remaining provisions stay in force and the Parties replace the invalid provision by a valid one that comes closest to its purpose.
- 8.8 This Mandate may be signed electronically, including with a qualified electronic signature, and in counterparts.

Signatures

For the Manufacturer	For the Representative
Example Brand Ltd	[Representative company name] (Noda)
Name: _____	Name: _____
Title: Director	Title: Member of the management board
Date: _____	Date: _____
Signature: _____	Signature: _____

Annex 1 — Products

Start date: 1 December 2026 (fictitious).

No.	Product type	Models and ranges covered	Legislation besides the GPSR	Documents received	Check result
1	Woven storage baskets and bins, seagrass and jute, for household use	"Harbour" range, 3 sizes, 2 colours	None identified	20 Nov 2026	Passed, 24 Nov 2026
2	Cushion covers and throws, cotton and wool blend	"Quay" range, 5 designs, 2 sizes	Regulation (EU) No 1007/2011 (textile fibre names and labelling)	20 Nov 2026	Passed, 24 Nov 2026
3	Decorative ceramic vases and plant pots, glazed, not intended for contact with food	"Pier" range, 4 shapes, 3 glazes	None identified	20 Nov 2026	Passed, 24 Nov 2026

Number of covered product types: 3.

What counts as one product type. Products of the same design and function that share one set of technical documentation and one set of labels, in any size or colour, are one product type: a cotton T-shirt in five sizes and three colours is one product type; a T-shirt and a phone charger are two. Products with a different function, different materials relevant to safety or different documentation are separate product types. The Representative decides the grouping with the Manufacturer before the check under clause 2.1.

Annex 2 — Data for labels, packaging and online offers

Element	Data
Name, exactly as it must appear	[Representative company name] — given in your signed mandate
Postal address	[postal address in Estonia] — given in your signed mandate
Electronic address	hello@noda.ee
Suggested wording for the product, packaging or accompanying document	Responsible person in the EU (Art. 16, Regulation (EU) 2023/988): [Representative company name], [postal address in Estonia], hello@noda.ee
Where it goes on the product	On the product, or on its packaging, the parcel or an accompanying document such as the delivery note (Article 16(3) of the GPSR)
Where it goes online	In every online offer of a Product, next to the Manufacturer's name and addresses: the name, postal address and electronic address of the responsible person (Article 19 of the GPSR); on marketplaces, in the responsible person fields of each listing

Rules: the name is reproduced word for word and matches the label and the listing; the details are kept in the offer for as long as the Product is offered; the details are used only for the Products in Annex 1 and only in the Territory; after the end of the Mandate they are removed within 30 days (clause 5.4).

Annex 3 — Fees

Prices from the Noda price list published on noda.ee, last reviewed October 2026. All prices in euros, excluding VAT.

Item	Price	Notes
1 product type	€149 a year	
3 product types	€349 a year	Applies to this Mandate: 3 product types in Annex 1
10 product types	€890 a year	
Each additional product type	€129 a year	Added during a term: pro rata to full months
Express document check	+€99 per request	Label and listing data within 24 hours of receipt of the complete documents, Monday to Friday, Tallinn time. Standard check: 3 business days
Dedicated plan	from €2,490 a year	Up to 50 product types, a dedicated specialist, replies within 4 business hours, authority requests and recalls handled the same day, Express included, quarterly review of the file, alerts on regulatory changes. Quoted separately

Included at no extra charge: the written mandate; the check of documents and labels before the start; the name and address for labels and listings; answers to requests of market surveillance authorities; the forwarding of letters and requests; support in a withdrawal or a recall (coordination, not the cost of the measures); the keeping of documents at the disposal of the authorities for 10 years.

Not included: testing; the drawing up or translation of technical documentation; the cost of corrective measures, withdrawals and recalls; cosmetics, medical devices and other products with their own responsible person role; fees charged by third parties.

Fee under this Mandate: **€349 a year** for 3 product types, invoiced on signature and at each renewal.

Sources: Regulation (EU) 2023/988 (GPSR), Articles 2, 3, 9, 10, 16, 19, 20, 35 and 36; Regulation (EU) 2019/1020, Articles 4 and 5. Last reviewed: October 2026. This sample is for information; it is not legal advice.