

欧洲市场海外仓合规指南：监管风险控制与运营规范

Overseas Warehouse Compliance Guide for EU Market Access:
--- Regulatory Risk Control and Operational Standards



F2F

导语

近年来，跨境电商企业大幅扩展在欧洲的履约网络，许多运营商新建或收购了面积达 3 万至 5 万平方米的大型物流中心，用于加快末端配送、降低对第三方中介的依赖，并提升清关及合规的可视性。比利时、波兰和法国等地，凭借基础设施和区位优势，正成为重要的分销枢纽。履约网络在业务中的战略地位不断上升，企业因此面临更复杂的运营、合同与合规挑战。

同时，伴随中国跨境卖家持续拓展欧洲市场，海外仓已成为保障履约时效和提升客户满意度的关键环节。虽然在法律上不被视为制造商或进口商，但仓储服务方在标签、退货、投诉处理等实际操作中的表现，会直接影响企业的合规状况，且越来越多地受到欧盟监管的关注。

为帮助客户系统识别并化解这些挑战，F2F 在欧盟范围内为企业提供仓储布局设计、合规体系搭建和跨境风险管理等一体化支持。我们通过与多家商业合作伙伴的协作，能够

Introduction

In recent years, cross-border e-commerce companies have significantly expanded their fulfilment capacity across Europe. Many operators have developed or acquired large-scale logistics hubs, some exceeding 30,000–50,000 m², to accelerate last-mile delivery, reduce reliance on intermediaries, and enhance visibility over customs clearance and regulatory compliance. Locations such as Belgium, Poland, and France are emerging as preferred distribution corridors due to their infrastructure advantages and access to major consumer markets. As these fulfilment networks become more complex and integral to business operations, companies face increasingly demanding contractual and compliance challenges that require coordinated solutions.

At the same time, Chinese cross-border sellers' expansion into Europe has made overseas warehouses essential for customer satisfaction and regulatory control. Although not legally classified as manufacturers or importers, fulfilment providers' activities—such as labelling, product returns, and complaint handling—can directly affect compliance and are now subject to heightened EU oversight.

To address these challenges, F2F brings expertise in structuring warehousing arrangements, designing compliance frameworks and managing cross-border risk across the EU. through cooperation with multiple business partners, we are able to share and leverage a broad network of legal and commercial resources across Europe. F2F maintain close relationships with leading law firms and industry

<p>共享并整合遍布欧洲和英国的法律和商业资源网络。我们与各司法管辖区和各专业领域的知名律师事务所及行业专家保持密切合作关系，具备为客户提供恰当的法律和战略支持的能力，并可协调相关资源，携手合作伙伴助力工业地产项目和海外仓储部署的成功实施。</p> <p>基于此背景，我们编写了本报告，从两大核心层面阐述相关的法律风险与运营控制要点：</p> <p>1) 海外仓的合规责任定位与合同设计建议；</p> <p>2) 多品类商品的仓储管理与分类合规路径</p>	<p>experts across jurisdictions and practice areas globally. We are well-equipped to provide the appropriate legal and strategic support and coordinate relevant resources with our close business partners to support the success of industrial property projects and overseas warehouse deployment.</p> <p>Hence, against this backdrop, we produced this report outlining two key dimensions of legal risk and operational control:</p> <p>1. How to position the compliance role of overseas warehouses and strengthen contractual safeguards.</p> <p>2. How to manage multi-category product storage in a legally sound and risk-controllable way.</p>
<p>一、海外仓虽非直接合规主体，但在监管链条中处于关键节点</p> <p>根据《一般产品安全法规》(GPSR) 的规定，海外仓服务商虽不直接拥有产品所有权，原则上不属于制造商或进口商，但其在标签管理、召回执行、消费者申诉应对等环节的实际操作，常对合规链条的完整性产生实质性影响。</p> <p>若卖家未通过合同机制明确责任边界，一旦发生平台账户冻结或合规争议，极易引发责任归属不清的风险。</p> <p>为有效控制海外仓环节可能引发的合规责任，建议从以下三方面落实：</p> <p>1. 责任边界应明确、并具可操作性：</p>	<p>I. Overseas Warehouses: Not Directly Designated as Compliance Entities, but critical link in Regulatory chain</p> <p>According to the EU General Product Safety Regulation (GPSR), overseas warehouses – acting as fulfilment service providers do not directly own the goods and are not, in principle, considered the manufacturer or importer. However, their actual operations, such as labelling, recall execution, and responding to consumer complaints, can significantly affect the integrity of the overall compliance chain.</p> <p>Where sellers fail to clearly define responsibility boundaries through a written warehouse service agreement, any platform account suspension or compliance dispute may quickly lead to unclear attribution of liability between the parties.</p> <p>To effectively mitigate regulatory risks associated with fulfilment operations, we recommend implementing the following three safeguards:</p> <p>1. Clearly defining boundaries of responsibility boundaries and ensuring operationally</p>

合同中不应仅停留于文字约定，而应确保各项责任落实于操作层面。例如：

- 是否在入库环节完成标签校验？
- 是否通过影像记录系统留存贴标过程？
- 是否建立批次编号与追溯机制等。

2. 免责条款须合法、适度、并符合强制性法律规范

在涉及仓储或履约服务的合同中，若拟设免责条款，应特别注意其法律有效性和司法可执行性。建议保留对服务商在疏忽、操作失误、流程违规等情况下的适当责任承担机制，避免以未与消费者单独协商的免责声明条款一概排除企业责任，如该等条款违反诚信原则，并导致合同双方权利义务显著失衡，损害消费者利益，可能会根据《不公平合同条款指令》被认定为无效

在欧盟法律框架下，《不公平合同条款指令》(Directive 93/13/EEC) 明确规定若一方为消费者，另一方为企业，则不能以格式条款排除企业对重大风险或法定义务的责任，如因产品缺陷、标签不实、召回不力等引发的损害。此类条款可能被认定为无效

此外，即使合同双方均为企业，若仓储服务环节涉及最终消费者的产品责任链条，则免责条款仍需符合相关产品安全法规的强制性义务，不得以任何方式排除因违反合规流程所引发的监管责任。

综上所述，免责条款应在合同中明确列明免

enforceable:

Contracts should not merely set out responsibilities in abstract terms; they must ensure that obligations are implemented at the operational level. For example:

- Is label verification completed before goods are shelved?
- Is the labelling process recorded through an image or video system?
- Has a batch numbering and traceability mechanism been established?

2. Liability Exclusion Clauses: Legally Validity, Proportionality and Enforceability

In warehouse or fulfilment service agreements, any exclusion of liability clause must be carefully assessed for its legal validity and enforceability. It is advisable to retain mechanisms holding the service provider accountable in cases of negligence, operational error, or procedural breach. Disclaimer terms that have not been individually negotiated with the consumer may be assessed for unfairness under Directive 93/13/EEC. If such terms, contrary to the requirement of good faith, cause a significant imbalance between the rights and obligations of the parties to the detriment of the consumer, they may be deemed unenforceable.

Under the EU legal framework, the Unfair Contract Terms Directive (Directive 93/13/EEC) provides that if one party is a consumer and the other a business, a standard-form clause excluding the business's liability for serious risks—such as damage caused by product defects, mislabelling, or recall failure—may be deemed unfair and therefore invalid.

Furthermore, even where both parties are businesses, if the warehouse service relates to goods ultimately reaching end consumers, any exclusion clause must still comply with mandatory safety obligations under relevant product regulations. No clause may exempt a party from liability for harm caused by non-compliant or unlawful procedures.

责范围，并结合实际操作流程设置有限、合理、具备法律效力的条款设计，以提高司法及行政程序中的有效性与抗风险能力。

3. 争议解决机制应作为风险控制的制度化设计

跨境交易中，争议解决条款不仅是事后应对工具，更是事前风险控制的一部分。若海外仓位于荷兰，卖方位于中国，为避免因司法管辖权差异导致程序迟滞或裁决难以执行，建议在合同中设定中立第三地作为争议解决地，并选择成本可控、执行效率高的仲裁规则，例如新加坡国际仲裁中心（SIAC）或香港国际仲裁中心（HKIAC）。

为确保裁决结果在中荷两地均可强制执行，应确保仲裁条款符合《1958 年纽约公约》框架。该公约目前已被超过 170 个国家采纳，明确了仲裁裁决在成员国之间的承认与执行机制，是国际商事仲裁可执行性的核心法律依据。

若争议涉及欧盟成员国法院裁判的承认与执行，还需考虑《布鲁塞尔再修订条例》（Brussels Recast Regulation, Regulation (EU) 1215/2012）在特定情况下的适用性，例如欧盟内部法院之间的判决承认机制。

此外，针对覆盖多个国家/地区的业务模式，建议在合同中区分不同市场适用的法律体系、服务边界和合规节点，避免使用“一

In summary, exclusion clauses must be narrowly drafted, clearly defining the scope of exemption, and must be supported by appropriate operational procedures. Clauses should be lawful, reasonable, and specific enough to be upheld in judicial or regulatory proceedings.

3. Dispute Resolution Mechanisms: Institutional Risk Management

In cross-border transactions, dispute resolution clauses should not be treated merely as post-dispute remedies, but as part of the broader risk control strategy. For example, if the overseas warehouse is located in Ireland and the seller is based in China, the parties may face difficulties due to diverging judicial systems or enforcement barriers. To mitigate these risks, it is advisable to designate a neutral third jurisdiction in the contract as the place of dispute resolution, and to adopt arbitration rules that are cost-effective and enforceable—such as those of the Singapore International Arbitration Centre (SIAC) or the Hong Kong International Arbitration Centre (HKIAC).

To ensure that arbitral awards can be enforced in both jurisdictions, arbitration clauses should be drafted in compliance with the 1958 New York Convention. The Convention has been ratified by more than 170 countries and provides a widely recognised legal framework for the recognition and enforcement of arbitral awards between signatory states. It remains the cornerstone of international commercial arbitration enforcement.

If the dispute involves enforcement of court judgments between EU Member States, consideration should also be given to the Brussels Recast Regulation (Regulation (EU) 1215/2012), which governs the mutual recognition and enforcement of judgments within the EU in specific scenarios.

套合同通用全球”的方式，导致因法律适配性不足而产生合规冲突或执行障碍。

通过前期制度化设计，企业可在出现争议时迅速厘清法律适用范围和责任归属，提升损失控制效率。

需要特别指出的是：海外仓虽通常不是产品责任的第一主体，但在欧盟《一般产品安全法规》(Regulation (EU) 2023/988) 第 4 条第 1 款(f) 项规定下，若无其他经济主体（如进口商、制造商）履行合规义务，则海外仓可能被认定为实际履责者。



二、仓储多品类管理应以合规可控为核心，不宜采用无差别混放模式

在提升库存周转效率的背景下，部分卖家倾向于在同一仓库中存放多个产品品类，以实现“一仓多用”。然而，各国家/地区对不同类型商品的仓储与监管要求存在显著差异，若缺乏合理分类与流程控制，极易导致仓储体系整体被判定为不合规，进而影响产品流通、平台资质甚至企业责任承担。

建议依据产品的监管敏感度，区分不同品类的合规管理路径：

For business models that span multiple jurisdictions, we recommend that contracts clearly distinguish the applicable legal framework, service scope, and compliance checkpoints for each market. Avoid using a single “one-size-fits-all” agreement globally, as this can lead to regulatory mismatches, enforcement issues, or jurisdictional conflicts.

By institutionalising this type of pre-dispute planning, companies can better determine the applicable law and liability attribution when disputes arise, thereby increasing their damage control efficiency.

Finally, it is also important to note that: while overseas warehouses are typically not regarded as the primary responsible party for product compliance, Article 4(1)(f) of the EU General Product Safety Regulation (Regulation (EU) 2023/988) provides that where no other economic operator (e.g. importer or manufacturer) is established in the EU, the warehouse may be considered the de facto responsible entity.

II. Compliance-Centric Management of Multi-Category Warehousing: Avoid Unstructured Mixing of Goods

In pursuit of faster inventory turnover, some sellers tend to store multiple product categories within the same warehouse, aiming to achieve “one warehouse, multi-use.” However, regulatory requirements for warehousing and storage vary significantly across countries and product types. If product categories and operational flows are not reasonably separated, the entire warehousing system may be deemed non-compliant. This can disrupt product circulation, affect platform qualification, or even result in liability for the enterprise.

We recommend categorise products based on their regulatory sensitivity and apply differentiated compliance management strategies accordingly:

第一类：需满足特殊仓储许可条件的产品类别

(包括食品、化妆品、酒类、医疗器械、宠物食品等)

- 应设置独立分区管理，并配备温控、通风、清洁、防污染等设施；
- 操作流程应严格符合本地法律法规，如食品法、药品法、动物卫生法等的相关要求；
- 应留存批次记录、环境监测数据、清洁日志、标签影像资料等文控文件，便于事后审计与监管抽查。

补充说明：

多品类混仓在法律上并非被明文禁止，但必须通过结构化规划和标准化操作流程，确保仓储系统的可追溯性、卫生条件及产品安全性不受影响。

该原则在欧盟法律中体现为《一般产品安全法规》第 9 条关于“可追溯义务”的规定，另在特定行业法规中也有所体现，例如《食品法典》第 852/2004 号条例所规定的食品仓储卫生标准

第二类：一般消费品类（无需强制许可）

适用于如玩具、家用电器、服饰、电子配件等无需专门仓储资质的商品类别。

尽管法律未对该类产品设立专属存储资质要求，但企业仍须履行相关合规义务，包括但不限于《一般产品安全法规》(GPSR)、《CE

Category 1: Products Requiring Special Warehousing Licences

(Including food, cosmetics, alcoholic beverages, medical devices, pet food, etc.)

- Warehouses must implement independent zoning management, and be equipped with temperature control, ventilation, sanitation, and contamination prevention measures.
- Operational processes must fully comply with relevant local laws, such as food law, pharmaceutical law, and animal hygiene regulations.
- Records such as batch logs, environmental monitoring data, cleaning records, and labelling documentation (including images) must be retained to facilitate future audits and inspections.

Supplementary Note:

Although multi-category warehousing is not explicitly prohibited by law, it must be supported by structured zoning and standardised operational processes to ensure traceability and compliance with hygiene and product safety requirements.

In the EU legal framework, this obligation is reflected in Article 9 of the General Product Safety Regulation regarding “traceability obligations.” Sector-specific legislation also contains relevant standards, such as the hygiene requirements in Regulation (EC) No 852/2004 under the EU Food Law Codex.

Category 2: General Consumer Goods (No Special Licensing Required)

This category includes products such as toys, household electronics, apparel, and electronic accessories that do not require dedicated warehousing licences.

Although regulations do not mandate specialised warehousing certifications for these goods, operators must still comply with general compliance obligations, including but not limited to

标识》与《REACH 法规》等的适用规定。

为确保操作流程具备可复制性、可审计性，建议引入“标准化操作流程（SOP）+ 仓储区域规划”的管理机制，包括：

- 统一设定核心操作流程，覆盖标签审核、批次记录、出库扫描、包装完整性检查等环节，确保信息可追溯、流程可控；
- 划分功能区域，在仓库内部设置高频流通区、异常隔离区及长期存储区，实现运营效率与风险控制的并行；
- 统一文控体系，通过“一套文档框架”覆盖多类通用品类，既能降低文控成本，又能提升审计准备度及跨品类操作的协同效率。

值得注意的是，尽管“统一文控体系”有助于提升管理效率，但根据产品类别差异，仍应在体系内部针对不同产品（如玩具类、电子类、化妆品类）设立模块化合规标准。例如：

- 玩具应符合《玩具安全指令》（2009/48/EC）的基本安全要求，
- 电子产品需遵守《无线电设备指令》（RED），
- 化学品类产品则受限于《REACH 法规》的具体要求。

所以，流程标准化应在满足效率目标的同时，确保各产品类别的合规细节不被忽视。

the General Product Safety Regulation (GPSR), CE Marking, and REACH Regulation.

To ensure that warehousing operations are replicable, auditable, and traceable, we recommend implementing a governance framework that combines Standardised Operating Procedures (SOPs) with zoned warehouse layout planning. Specifically, this includes:

- Establishing unified core SOPs covering labelling verification, batch record-keeping, outbound scanning, and packaging integrity checks to ensure traceability and process control.
- Zoning functional areas within the warehouse, such as high-turnover zones, anomaly quarantine areas, and long-term storage sections, to enable both operational efficiency and compliance risk segregation.
- Deploying a unified document control system that manages multiple product categories under one framework, thus reducing documentation overhead and improving readiness for audits and cross-category operations.

Note: While a unified documentation system can help enhance operational efficiency, variations in product categories mean that internal zoning and process controls must still be tailored accordingly. For example:

- Toys must comply with Toy Safety Directive 2009/48/EC.
- Electronics must adhere to the Radio Equipment Directive (RED)
- Cosmetics are subject to specific rules under the REACH Regulation.

Thus, while process standardisation is a valid efficiency goal, it must not override the detailed compliance requirements of individual product families.

<p>核心逻辑：结构化的区域划分 + 流程标准化 = 一仓多品类亦可实现合规运营。</p>	<p>Core Governance Principle: Only through a structured approach that combines zoned warehouse layout with product-specific SOPs can businesses achieve compliant operations while maintaining efficiency across multi-category storage systems.</p>
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Summary

In today's cross-border e-commerce regulatory environment, the warehousing stage is no longer merely a logistical function, it has become a critical interface linking product liability, information disclosure, and regulatory traceability. An overseas warehouse lacking clearly defined responsibilities and institutional control mechanisms not only fails to reduce cost but may instead amplify risk, becoming a weak point in the compliance chain.

Only by treating overseas warehouses as both an extension of corporate governance and a control hub for risk can enterprises build a warehousing system that is structurally sound, procedurally closed-loop, and documentation-compliant. This is essential for navigating the new cycle of regulatory tightening in cross-border trade with resilience and long-term compliance.

To ensure operations in the UK remain compliant, note that the UK's legal framework has diverged from the EU's following Brexit. EU standards cannot be automatically applied in the UK.

F2F has recently supported a cross-border project combining equity acquisition and capital injection to establish compliant warehousing infrastructure, demonstrating how integrated legal and operational design can mitigate regulatory exposure in practice.

We continue to provide in-depth analysis and practical guidance on EU and UK compliance systems, supporting every Chinese export brand in building a high-standard, robust cross-border compliance framework to stand strong in the evolving European regulatory landscape.

总结

在当下的跨境电商监管环境中，仓储环节已不再是简单的物流节点，而是连接产品责任、信息披露、合规追溯的重要接口。一个缺乏责任边界和制度控制的海外仓，不仅无法降本，反而可能放大风险，成为合规链条的薄弱点。

唯有将海外仓作为企业制度能力的延伸平台与风险节点的控制站，构建“结构清晰、流程闭环、文控合规”的仓储体系，企业方能在新一轮跨境监管周期中稳健应对、持续合规。

为确保卖家在英国市场的操作也具备合规性，我们特别提醒：英国市场的法规框架与欧盟存在显著差异，不能直接套用欧盟标准。

F2F 近期主导完成了一项跨境项目，通过股权收购和资本投入，成功建立合规的仓储体系，充分体现了法律与运营一体化设计在降低合规风险方面的显著成效。

我们将持续提供对欧盟及英国合规体系的深度分析与实务建议，助力每一个中国出海品牌建构高标准，强韧性的跨境合规能力体系站稳欧洲新规格局。

Legal and Regulatory References

CE Marking Requirements

- Under the GPSR: Articles 20–21 – Market surveillance and marking obligations.
- Under RED: Articles 17–19 – CE marking provisions.

Brussels Recast Regulation (Regulation (EU) 1215/2012)

- Article 36 – Recognition of judgments.
- Article 39 – Enforcement of judgments within the EU.

General Product Safety Regulation (Regulation (EU) 2023/988)

- Recital 12, 13, 46 – Various obligations and definitions relevant to economic operators
- Article 4(1) – Definition of fulfilment service provider and responsible economic operator.
- Article 9 – Obligations of manufacturers.
- Articles 20–21 – Market surveillance obligations, accident notifications, information provision.

Market Surveillance Regulation (Regulation (EU) 2019/1020)

- Article 4(1)(a)-(d) – Requirement that at least one economic operator (manufacturer, importer, authorised representative, or fulfilment service provider) be established in the EU.
- Article 4(4) – Traceability and contact details obligations for operators.

Regulation (EC) No 853/2004 (Food Hygiene)

- Annex I – General hygiene provisions for primary production.
- Annex II – General hygiene requirements for all food business operators.

Radio Equipment Directive (RED) (Directive 2014/53/EU)

- Article 2 – Obligations of economic operators.
- Article 3 – Essential requirements.
- Articles 17–19 – CE marking obligations

REACH Regulation (Regulation (EC) No 1907/2006)

- Article 5 – No data, no market.
- Article 6 – Registration.
- Article 7 – Registration of substances in articles.
- Article 31 – Safety data sheets.

Toy Safety Directive (Directive 2009/48/EC)

- General compliance obligations (EN 71 standards is relevant, referenced as harmonised standards under Article 13).

Unfair Contract Terms Directive (Directive 93/13/EEC)

- Article 3 – Definition of unfair terms, including when standard terms not individually negotiated create significant imbalance.

1958 New York Convention

- Article III – Obligation to recognise and enforce foreign arbitral awards.
- Article V – Grounds for refusal of enforcement

免责声明

本文件仅供一般参考，不构成法律意见。文中提及英国法规仅为辅助说明，核心内容聚焦于欧盟法律。具体合规事项请咨询专业法律顾问。

Disclaimer

This document is for general information only and does not constitute legal advice. While some UK regulations are briefly mentioned for context, the content focuses on EU law. For specific compliance needs, please seek legal advice.

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