

VALIDOO MEDIASTORE; TERMS AND CONDITIONS FOR SUPPLIER'S USE OF THE SERVICE FOR PLANOGRAM INFORMATION

1. Introduction

1.1 This document contains the terms and conditions for GS1 Sweden AB's ("GS1") provision, and the supplier's use, of the distribution service Planogram information in Validoo MediaStore ("Validoo MediaStore"). The distribution service Planogram information in Validoo MediaStore is intended for suppliers subscribing to the publication service in Validoo MediaStore. The purpose of Validoo MediaStore is to produce and store product images, ensure that the product images comply with specified rules and to publish and distribute the images with or without relevant trade item information, depending on the scope of the service. A description of Validoo MediaStore Planogram information, including additional services, is available on www.validoo.se ("Description of Service").

1.2 GS1 may use subcontractors for the provision of the service.

1.3 Ordering of Validoo MediaStore is done as specified at www.validoo.se without application of 10-12§§ law (2002:562) on electronic commerce and other information society services.

2. Conditions for supplier's use of Validoo MediaStore

2.1 The supplier's access to, and use of, Validoo MediaStore requires that the supplier meets the conditions in the Description of Service. If the supplier chooses to integrate its system with Validoo MediaStore, the supplier understands and accepts that the system solution may be verified by GS1 on a yearly basis, subject to the charges set forth in section 10.4.

3. Supplier's use of images and linked trade item information in Validoo MediaStore

3.1 Supplier's access to and use of images and linked trade item information in Validoo MediaStore is regulated in the

Description of Service, which inter alia sets forth when, in which form, and in which manner, images are made available to each customer category.

3.2 Images and linked trade item information must never be forwarded or otherwise made available outside of the supplier's organization, without written approval from GS1.

3.3 The supplier undertakes not to amend or distort images and trade item information, or to use images and trade item information in a manner that would discredit trade items or suppliers of goods. The supplier further undertakes to update images and trade item information immediately when such update is provided.

3.4 GS1 and suppliers of goods are the owners of, and hold all intellectual property rights to, images made available by GS1 in Validoo MediaStore. The supplier may only use the images in accordance with what is set forth in the Description of Service.

3.5 GS1 is entitled to immediately, without obligation to repay any paid charges, disconnect the supplier's connection to the service if the supplier, in GS1's reasonable opinion, is in breach of the agreement.

4. Supplier's information obligations

4.1 The supplier shall without delay inform GS1 of any change of (i) company name, (ii) contact person, (iii) address, (iv) the company's annual sales which would result in a change of class in accordance with the current price list, or (v) other information provided by the supplier if it can be assumed to be of importance for GS1 to have accurate information.

5. Availability

5.1 Opening hours and contact details for customer support are provided on www.validoo.se.

5.2 Validoo MediaStore's IT system is normally in service 24 hours a day, seven days a week. However, the service is not monitored at certain times and interruptions can occur at these times. Interruptions can also occur at other times due to planned shutdowns for maintenance and similar measures such as restricted, unplanned shutdowns.

6. GS1's responsibility for Validoo MediaStore

6.1 GS1 is responsible for Validoo MediaStore being provided in a workmanlike manner and in accordance with the Description of Service.

6.2 GS1's responsibility for Validoo MediaStore is contingent upon the supplier complying with its obligations in accordance with what is stipulated in the Description of Service.

7. Changes in Validoo MediaStore

7.1 GS1 reserves the right to make changes in service routines, technical specifications, systems, opening hours etc. Changes are published on www.validoo.se and are sent by e-mail to the supplier.

8. Limitation of liability

8.1 GS1 shall compensate the supplier only for its verified and reasonable costs which have arisen as a direct consequence of negligence on the part of GS1. Thus, the supplier has no right to compensation for indirect costs, damages or losses, such as loss of profit, irrecoverable costs or other consequential losses, nor has the supplier the right to compensation for its loss of data, even if GS1 has been informed that a possibility exists that such costs can occur.

Further, GS1 is exempt from all liability for costs which relate to such circumstances as are set forth in section 9. Notwithstanding that which is stated above, GS1's total liability in respect of the supplier shall not exceed the amount which the supplier has paid to GS1 for the use of Validoo MediaStore. Claims for compensation shall be made no later than one year from the date on which the

supplier became, or should have become, aware of the circumstances upon which the claim is based. The supplier may not claim a remedy from GS1 other than as stated in these terms and conditions. If there are faults in Validoo MediaStore, GS1 is entitled to remedy the fault.

9. Grounds for exemption

9.1 GS1 has no liability for compensation or other responsibility if GS1 can demonstrate that the costs relate to circumstances beyond the control of GS1 and which GS1 could not reasonably have been expected to foresee and the consequence of which GS1 could not reasonably have avoided or remedied.

10. Charges and terms of payment

10.1 For the supplier's connection to, and use of, Validoo MediaStore, the supplier shall pay to GS1 a yearly service fee ("Yearly Service Fee"). The fee is stated on www.validoo.se.

10.2 The Yearly Service Fee is invoiced for the first time in conjunction with the coming into force of the agreement regarding Validoo MediaStore and is due for payment thirty (30) days from the date of invoice.

10.3 Thereafter, the Yearly Fee is invoiced in advance for each year to come and due for payment in conjunction with each turn of the year.

10.4 The supplier shall pay compensation for verification according to section 2 above and, unless explicitly set forth otherwise in the Description of Service, for additional services to Validoo MediaStore. Such payment is subject to a current account according to GS1's current price list.

10.5 The supplier shall reimburse GS1 for GS1's reasonable costs for travel, subsistence and allowance for expenses.

10.6 All charges are exclusive of VAT.

10.7 Late payment incurs penalty interest in accordance with the Swedish Interest Act, a reminder fee and other collection costs such as debt collection charges.

Further, if the suppliers delay is of thirty (30) days, GS1 is entitled to disconnect the supplier's connection to Validoo MediaStore. Subsequent reconnection will incur a charge which must be paid before reconnection is made. The charge is stated on www.validoo.se.

10.8 All work carried out connecting the supplier to Validoo MediaStore or any other customer-specific work will be charged at time and material. Applicable price list is stated on www.validoo.se

11. Term of agreement

11.1 These terms and conditions take effect when the agreement regarding Validoo MediaStore has been entered into between GS1 and the supplier in the manner set forth on www.validoo.se and shall apply until further notice provided the conditions in section 2 are met. Notice may be provided in writing at any time for termination at the end of the year in which notice is provided. Irrespective of the above, the supplier is entitled to terminate this agreement with immediate effect if changes or additions pursuant to section 13, which are material in nature, take effect.

12. Entire agreement

12.1 These terms and conditions, including the Description of Service and other information to which the terms and conditions refer, constitute the parties'

entire regulation of all matters to which the terms and conditions relate and supersede all written or oral undertakings, representations and agreements which preceded these terms and conditions.

13. Changes and additions

13.1 GS1 is entitled to change these terms and conditions thirty (30) days after notice of such change was sent to the supplier. Minor changes and/or additions to the terms and conditions and changes in charges for Validoo MediaStore may, however, take place fourteen (14) days after the change/addition has been published on www.validoo.se

14. Assignment

14.1 A party shall not be entitled to assign its rights or obligations under these terms and conditions without the other party's consent.

15. Disputes

15.1 This agreement shall be governed by Swedish law. Disputes relating to this agreement shall be settled by Swedish courts with the District Court of Stockholm as first instance.

Terms and conditions 2018-08-16