

# TERMS AND CONDITIONS FOR VALIDOO SUPPLIER

## 1. Introduction

- 1.1 This document contains the terms and conditions for GS1 Sweden AB's ("GS1") provision, and the supplier's use, of VALIDOO SUPPLIER. GS1 and the supplier have entered into an agreement regarding GS1's functions regarding validation, manual quality assurance, image production, storage and sharing of digital item information and images from supplier to recipient.
- 1.2 On the website [www.validoo.se](http://www.validoo.se) there is a description of the functions included in this package ("Description of Service") as well as additional services (if any).
- 1.3 GS1 may use subcontractors for the performance of the service.
- 1.4 GS1 reserves the right to publish the names of registered suppliers on [www.validoo.se](http://www.validoo.se).
- 1.5 Order of VALIDOO SUPPLIER is made in the way specified at [www.validoo.se](http://www.validoo.se) without applying sections 10-12 of Act on Electronic Commerce and Other Information Society Services.
- 1.6 For GS1 to be able to provide the functions in VALIDOO SUPPLIER it is required that the supplier meets the prerequisites that are specified in the Description of Service. If the supplier does not meet the prerequisites, GS1 has the right to charge the supplier for the time required to, for instance, receive and treat a sample item that lacks an order.

## 2. Storage of digital item information

- 2.1 GS1 is entitled to store digital item information which GS1 has received from the supplier within the scope of the service. GS1 may use such information for control and statistical purposes etc. within the scope of the service and otherwise, e.g. by sharing to connected recipients and making the information available to the general public. Governance regarding which digital item information that will be made available

to connected recipients and the general public, respectively, is stated in the Description of Service. The Description of Service also states at which time such information is made available.

## 3. Handling of images

- 3.1 The supplier warrants that the supplier is the owner of any and all intellectual property rights in such images which are provided by the supplier to GS1. The supplier grants to GS1 a nonexclusive, perpetual license to use such images within the scope of the service and otherwise. This includes the right to change, adapt and make copies of the images as well as to make available the images to the general public and to share the images to connected recipients in original or modified condition. Governance regarding which digital item information that will be made available to connected recipients and the general public, respectively, is stated in the Description of Service. The Description of Service also states at which time such information is made available.
- 3.2 GS1 is owner of, and holds any and all intellectual property rights to, images produced by GS1 by order of a supplier. GS1 has a perpetual right to use such images without limitation within the scope of the service and otherwise. This includes the right to change, adapt and make copies of such images as well as to make available the images to the general public and to share the images to connected recipients in original or modified condition. Governance regarding which digital item information that will be made available to connected recipients and the general public, respectively, is stated in the Description of Service. The Description of Service also states at which time such information is made available. The supplier has a perpetual right without limitation to dispose of such images as are covered by this paragraph.
- 3.3 Images that are handled by GS1 are normally published immediately when the service has been used, in accordance

with agreement on VALIDOO SUPPLIER. In other cases, such images are published at the time set forth according to the rules in the Description of Service.

#### **4. Manual quality assurance of digital item information**

4.1 The manual control of digital item information, including food information, is provided in accordance with the Description of Services. Transport of sample items to and from the site for the manual control is done at the supplier's risk and cost. For an initiated manual control, GS1 shall store the sample item until approved result is achieved, however maximum two weeks from arrival date and shall thereafter, in accordance with the supplier's choice, by order: (i) return the sample item to the supplier; (ii) discard the sample item; (iii) donate the sample item to charity or consume it.

#### **5. Supplier's information obligations**

5.1 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 that applies for payment to GS1 or (v) other information provided by the supplier if it can be assumed to be of importance for GS1 to have accurate information.

#### **6. Availability**

6.1 Opening hours and contact details for customer support are provided on [www.validoo.se](http://www.validoo.se).

6.2 If the conditions in clause 1.6 are satisfied and operations are not affected as described below, the maximum throughput time for a manual control is five (5) working days (Monday-Friday excluding holidays). The time is calculated from when a sample item arrives to the manual control until the time the supplier has received a report regarding the sample item. Opening hours for the manual control of digital

item information is specified at [www.validoo.se](http://www.validoo.se).

6.3 The manual control of digital item information is dependent on item information from GS1 that normally is in operation 24 hours per day, seven days per week. The operation is, however, 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 as well as for limited, unplanned shutdowns.

#### **7. GS1's responsibility**

7.1 GS1 is responsible for GS1's functions being provided in a workmanlike manner and in accordance with the Description of Service. GS1's responsibility is contingent upon the supplier complying with its obligations in accordance with what is stipulated in the Description of Service.

7.2 GS1 is responsible for that sample items which the supplier have provided to GS1 are stored in a safe and appropriate way, and shall, when GS1 is negligent, compensate the supplier for damages to the sample item with the limitations stipulated in section 9 below.

#### **8. Changes in VALIDOO SUPPLIER**

8.1 GS1 reserves the right to make changes in the functions, regarding identification routines, operational methods, technical specifications, systems and opening hours etc. Changes are published on [www.validoo.se](http://www.validoo.se) and are sent by e-mail to the supplier.

#### **9. Limitation of liability**

9.1 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 of the possibility 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 10. Notwithstanding that which is stated above, GS1's total liability towards the supplier shall not exceed the amount which the supplier has paid to GS1 for the use of VALIDOO SUPPLIER. Claims for compensation shall be made within reasonable time and at the latest within six (6) months 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 any other remedies from GS1 than those stated in these terms and conditions. If there are defects in VALIDOO SUPPLIER, GS1 is entitled to remedy the defect.

## **10. Grounds for exemption**

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

## **11. Charges and terms of payment**

11.1 For the connection to, and use of VALIDOO SUPPLIER, the supplier shall pay a recurrent annual subscription fee. The fees are based on the supplier's annual turnover. Applicable price list is stated on [www.validoo.se](http://www.validoo.se). When using the functions for manual control of digital item information, quality assurance of images, photographing and handling of images, a transaction fee applies. When using the function for publishing and storing images a capacity fee applies. See further information below.

11.2 Foreign suppliers which are customers of a GS1 organisation other than GS1 Sweden and which lack a Swedish GS1 company prefix are charged in accordance with what is stated on [www.validoo.se](http://www.validoo.se).

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

11.4 All work carried out in relation to connecting the supplier to GS1 or any other customer-specific work will be charged per hour. Applicable price list is stated on [www.validoo.se](http://www.validoo.se).

11.5 All charges are exclusive of VAT.

11.6 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 supplier's delay is of thirty (30) days, GS1 is entitled to disconnect the supplier's connection to GS1. Subsequent reconnection will incur a connection charge which must be paid before reconnection is made. The charge is stated on [www.validoo.se](http://www.validoo.se).

### **Fixed fees**

11.7 The annual subscription fee is proportional to the number of calendar months remaining and is invoiced for the first time in conjunction with the coming into force of the agreement regarding VALIDOO SUPPLIER and due for payment thirty (30) days from the date of invoice.

11.8 After the first year, the annual subscription fee is invoiced in advance for each year to come and due for payment in conjunction with each turn of the year.

11.9 The annual subscription fee for suppliers that are customers in another data pool than GS1 are stated on [www.validoo.se](http://www.validoo.se) and only applies to customers that are not connected to GS1 for the purpose of sharing item information. It is invoiced in conjunction with the coming into force of the agreement and due for payment thirty (30) days from the date of the invoice.

### **Transaction fees**

11.10 In addition to the annual subscription fee, a variable fee is charged for the number of individual GTIN which undergo the manual quality assurance of digital item or food information and handling of images. If products are to be photographed or edited, that fee will also

be referred to as a transaction fee. The transaction fees are stated on [www.validoo.se](http://www.validoo.se).

11.11 The fee for the manual control of digital article and food information as well as the handling of images applies regardless if the result is approved or rejected. A sample item which has been submitted and which has not been controlled due to reasons related to the supplier, for instance that item information is missing or that the supplier has not placed an order or that the supplier interrupts the manual control, is charged in accordance with applicable price list on [www.validoo.se](http://www.validoo.se). A fee per sample item will be charged for additional work caused by inadequate information from the supplier and/or incorrectly marked sample items. Applicable price list is stated on [www.validoo.se](http://www.validoo.se).

11.12 The variable transaction fees are charged monthly in arrears and are due for payment thirty (30) days from the date of the invoice.

#### **Capacity fees**

11.13 In addition to the annual subscription fee, an annual fee is charged for the number of individual GTIN with images that are published in the service. This fee is referred to as annual capacity fee. The annual capacity fee is based on the number of GTIN with published images. The applicable capacity fees are stated on [www.validoo.se](http://www.validoo.se).

11.14 The annual capacity fee is proportional to the number of calendar months remaining. Publication of new GTIN with images up to a certain amount in accordance with applicable terms and conditions that are stated on [www.validoo.se](http://www.validoo.se) are charged monthly in arrears and are due for payment thirty (30) days from the date of the invoice. Thereafter, the annual capacity fee is invoiced based on the number of published GTIN with images per 31 December in advance for the year to come and due for payment in conjunction with each turn of the year.

## **12. Term of agreement**

12.1 These terms and conditions take effect when the agreement regarding VALIDOO SUPPLIER has been entered into between GS1 and the supplier in the manner set forth on the website [www.validoo.se](http://www.validoo.se). The agreement shall apply until further notice provided the conditions in section 1.6 are met. Notice may be provided in writing at any time for termination at the end of the calendar year in which notice is provided. Notwithstanding the above, the supplier is entitled to terminate this agreement with immediate effect if changes or additions pursuant to section 14, which are material in nature, take effect.

## **13. Entire agreement**

13.1 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.

## **14. Changes and additions**

14.1 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 the manual control may, however, take place fourteen (14) days after the change/addition has been published on the website [www.validoo.se](http://www.validoo.se)

## **15. Assignment**

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

**16. Governing law and disputes**

- 16.1 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.

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