

TERMS AND CONDITIONS FOR VERIFICATION OF SYSTEM

1. Introduction

- 1.1 This document contains the terms and conditions for GS1 Sweden AB's ("GS1") verification of the system to be used to create and send digital item information to Validoo.
- 1.2 The purpose with the service is to: (i) verify that the system from a technical point of view can manage to send necessary information to Validoo in a correct manner; (ii) verify that the system's user interface makes use of the denominations used by Validoo in a correct manner.

2. Conditions for verification

- 2.1 As a condition for the service, the system owner shall (i) have a designated GS1 Company Prefix in order to be able to register a GLN in Validoo as an identification of a system owner; (ii) have personnel resources (employees or hired personnel) with sufficient capabilities regarding development of the specific technical format; (iii) comply with the requirements regarding system as well as other requirements, in accordance with the description of the verification process on www.validoo.se.

3. The verification process

- 3.1 The verification process is described under <http://www.Validoo.se>. GS1 reserves the right to change the verification process, see section 6.

4. Availability

- 4.1 Validoo is normally 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.

5. GS1's verification obligations

- 5.1 GS1 shall review messages with digital item information submitted by the system owner within the framework of the verification process and shall provide feedback on the result through email message to the system owner within reasonable time, however at the latest within 10 working days. The service fee in accordance with section 9 below includes two hours work with the verification process. Provided that the result from the verification process is not approved within this period, GS1 will notify the system owner in writing that additional work is needed for the result to be approved. Any additional work with the verification will be charged on time and material according to GS1's price list.

6. Changes of the verification process and re-verification

- 6.1 GS1 reserves the right to make changes in the process for verification. In addition, GS1 reserves the right to require re-verification of a system owner's system if the system, according to GS1's reasonable opinion, shows

- 6.2 such deficiencies after approved verification that re-verification is necessary. This is for example the case if messages containing digital item information which are non-compliant with the prescribed requirements are submitted to GS1. For each verification process a new Verification fee is charged.

7. Limitation of liability

- 7.1 GS1 shall compensate the system owner only for its verified and reasonable costs which have arisen as a direct consequence of negligence on the part of GS1. Thus, the system owner 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 system owner 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 8.. Notwithstanding that which is stated above, GS1's total liability towards the system owner shall not exceed the amount which the system owner has paid to GS1 for verification of its system. Claims for compensation shall be made within reasonable time and at the latest within six (6) months from the date on which the system owner became, or should have become, aware of the circumstances upon which the claim is based. The system owner may not claim any other remedies from GS1 than those stated in these terms and conditions. If there are defects, GS1 is entitled to remedy the defect.

8. Grounds for exemption

- 8.1 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.

9. Charges and terms of payment

- 9.1 As compensation for verification of the system owner's system, the system owner shall as a one-off payment pay a verification fee to GS1 (the "Verification fee"). The Verification fee is charged for each verification performed. In addition, the system owner shall also pay a recurring yearly fee (the "Service fee"). The Verification fee includes two hours work. Any work performed in excess of this period will be charged on time and material according to GS1's price list. A description of what is included in the Service fee as well as applicable prices is published on www.validoo.se.

10. Term of agreement

- 10.1 The agreement 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 calendar year in which notice is provided. Notwithstanding the above, the system owner is entitled to terminate this agreement with immediate effect if changes or additions pursuant to section 11, which are material in nature, take effect.

11. Changes and additions

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

12. Assignment

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

13. Governing law and disputes

- 13.1 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.