



TERMS AND CONDITIONS FOR PARTICIPATION IN THE GS1 SYSTEM

GENERAL TERMS AND CONDITIONS FOR SUBSCRIPTIONS

The following terms and conditions apply to the relationship between GS1 Sweden AB ("GS1 Sweden") and the registered subscriber ("Subscriber")

1. General

GS1 is a global not-for-profit organization that is represented in 150 countries and develops standards for the flow of goods and information. GS1 Sweden AB is the organization that represents GS1 in Sweden. GS1 develops and provides the GS1 System which enables identification, labeling and electronic commerce by incorporating standards and methods for this. Among the building blocks of the GS1 System are numbers. By combining digits in a standardized way, unique numbers (so-called GS1 numbers) can be created for the identification of such things as items and places using GTIN (Global Trade Item Number) and GLN (Global Location Number). A more detailed description of GS1 and the GS1 System is on GS1 Sweden's website (www.gs1.se) and in information material from GS1.

2. GS1 Sweden's commitment

GS1 Sweden undertakes to allocate a company prefix to the Subscriber. Such company prefix shall be constructed and provided in accordance with the standards for this applied by GS1 Sweden. GS1 Sweden further undertakes to keep a list of company prefixes allocated by GS1 Sweden and to issue general implementation instructions regarding the use of the company prefix and the GS1 System, which the company prefix forms part of. GS1 Sweden further undertakes to provide general advice on the GS1 System as GS1 Sweden from time to time deems appropriate. The Subscriber agrees that the Subscriber has no rights or rights to services other than as expressly stated in these terms and conditions. The Subscriber further understands that GS1 Sweden provides various different services and the utilization of such services may be subject to special conditions.

3. Subscriber's right to use the assigned company prefix

The assignment of a GS1 company prefix entitles the Subscriber in accordance with the provisions of these terms to use the assigned company prefix ("GS1 Company Prefix").

The GS1 Company Prefix may be used solely for the Subscriber's own account in accordance with the from time to time published implementation guidelines for the GS1 System. Use of the GS1 Company Prefix for other purposes or in another manner constitutes a breach of contract. The Subscriber shall particular note that the Subscriber may not:

- Create GS1 numbers using another Subscriber's company prefix,
 - Create GS1 numbers using digit combinations being a company prefix that is not allocated by GS1,
 - Change GS1 numbers in a way that is contrary to the published implementation guidelines or could damage GS1 Sweden or confidence in the GS1 System, or
 - Pledge, lend, rent or sell the GS1 Company Prefix to a third party.
- The Subscriber shall consult GS1 Sweden when in doubt about how GS1 Company Prefix should and/or may be used.

4. Special conditions for suppliers to the healthcare sector, etc.

Companies that supply products to the health care sector must specifically comply with the special rules in the application guidelines for the GS1 System issued by GS1 globally for certain product categories in the health care sector. However, it is still the Subscriber, as with Subscribers in general, to at all times itself ensure that the Subscriber complies with applicable laws and regulations in each market where the company has sales at any given time.

5. Subscriber's responsibility for information

The Subscriber shall promptly inform GS1 Sweden of any change to (i) the company registered name, (ii) contact, (iii) address, (iv) total annual revenue which changes the revenue class in the current tariff applied for payment of the fee to GS1 Sweden or (v) any other previously submitted data about the Subscriber if it can be significant to GS1 Sweden to have accurate information.

6. Use of information about the Subscriber and GS1 numbers created by the Subscriber

GS1 Sweden is entitled without special permission from the subscriber to publish in GS1's publicly available service called "Gepir", or similar service that replaces Gepir, contact details supplied to GS1 Sweden and identification numbers as GLN and GTIN created by the Subscriber. Gepir and its content can be checked via the website www.gs1.se. The Subscriber undertakes to inform those persons whose contact information may be made available through Gepir.

GS1 Sweden reserves the right to publish the name of the Subscriber in the GS1 Sweden newsletter.

7. Audit of the use of assigned GS1 Company Prefix

The Subscriber understands that the proper use of the GS1 Company Prefix is a prerequisite for confidence in the GS1 System. GS1 Sweden may for that reason make checks to ensure that the use of the GS1 Company Prefix is consistent with the published implementation guidelines for the GS1 System. The Subscriber agrees to a reasonable extent to be involved in such checks and to provide such information therefore as GS1 Sweden requires.

8. Payment of Fees and terms of payment

As consideration for the assigned GS1 Company Prefix and the Subscriber's use thereof the Subscriber shall pay to GS1 Sweden a recurring annual service fee ("Annual Service Fee"). The Annual Service Fee is based on the Subscriber's turnover and shall be calculated GS1 Sweden's current tariff. The Subscriber agrees as a GS1 Sweden registered Subscriber of an assigned GS1 Company Prefix to pay the Annual Service Fee. Payment shall be made against invoice within thirty days from the invoice date. If payment is late, interest, a late payment fee and other collection costs such as debt collection fee will be charged. If the Subscriber's delay in a payment amounts to sixty days or more, GS1 Sweden reserves the right to revoke the assigned GS1 Company Prefix.

9 Transfer of rights

The Subscriber may not, without GS1 Sweden's express permission, transfer, pledge or otherwise assign any rights or obligations other than what is expressly stated in these terms and conditions.



TERMS AND CONDITIONS FOR PARTICIPATION IN THE GS1 SYSTEM

10. Limitation of liability

In the event of errors in the GS1 System which significantly complicate or make it impossible for the Subscriber to use the GS1 System, GS1 Sweden shall be given the opportunity to remedy the error. If such an error is not remedied within a reasonable time from the error being advised to GS1 Sweden, the Subscriber is entitled to terminate the agreement for the GS1 Company Prefix with immediate effect. GS1 Sweden is not liable to compensate the Subscriber for any direct or indirect loss attributable to errors in the GS1 system or part thereof such as the GS1 Company Prefix and the Subscriber may not invoke any sanction other than as expressly provided in these terms and conditions. The Subscriber acknowledges that the charges to the Subscriber have been based on the content and scope of this limitation of liability.

11. Term, termination and penalties

The agreement between GS1 Sweden and the Subscriber applies until further notice. Notice of termination of the agreement may be made at any time and will take effect from the end of the calendar year in which notice is given. Notice of termination must be in writing on the form provided which is available on the GS1 website (www.gs1.se).

Before the termination of the agreement for any reason takes effect, the Subscriber must cease to use the assigned GS1 Company Prefix. The Subscriber specifically agrees that the Subscriber is not subsequently to mark items using the assigned GS1 Company Prefix and during the notice period the Subscriber shall where possible actively work to eliminate the use of assigned GS1 Company Prefix. If the subscriber continues to use assigned GS1 Company Prefix after the agreement has been terminated, the Subscriber shall pay to GS1 Sweden a fine amounting to ten times the fee the Subscriber would have had to pay if the agreement has not been terminated. GS1 Sweden is also entitled to reimbursement of costs incurred by GS1 Sweden to the extent they exceed the specified penalty.

12. Consequences of breach of contract and abuse

The Subscriber agrees that in the event of a breach of these terms and conditions GS1 Sweden may terminate the agreement with immediate effect and that GS1 Sweden reserves the right to compensation for damages arising from the breach. The Subscriber acknowledges that abuse of assigned GS1 Company Prefix and other parts of the GS1 System can render responsibilities under law.

13. Entire agreement

These terms and conditions, including from time to time published application guidelines for the GS1 System and other information to which these terms refer, constitute the entire agreement on all matters covered by these terms and supersede all prior written or oral undertakings, representations and agreements.

14. Amendments and additions

GS1 Sweden has the right to amend these terms by giving the Subscriber thirty days' notice of such change. Minor changes and/or additions to the terms and changes in the Annual Service Fee shall be effective fourteen days after the change/addition has been published on GS1 Sweden's website (www.gs1.se).

15. Notices

Notices from the Subscriber to GS1 Sweden in accordance with these terms and conditions shall be made in writing. Details are available on GS1 Sweden's website (www.gs1.se).

16. Disputes

Disputes arising from this agreement shall be decided in the Swedish courts with Stockholm Magistrates Court as the first instance.