



## **DIRECTORY; TERMS AND CONDITIONS FOR USE OF THE SERVICE FOR PUBLICATION OF CONTACT INFORMATION RELATING TO GS1 LOCATION NUMBER, GLN**

### **1. Introduction**

This document contains the terms and conditions for GS1 Sweden AB's ("GS1") provision, and the customer's use, of the service for publication of contact information relating to GS1 Location Number, GLN (Global Location Number) ("Directory"). The purpose of Directory is to provide the customer with easy access to relevant information of the customer's business partners. A description of Directory ("Description of service") is available on [www.gs1.se](http://www.gs1.se).

GS1 may use subcontractors for the provision of the service.

The order process for Directory is as stated on [www.gs1.se](http://www.gs1.se) without application of sections 10-12 of the law (2002:562) on electronic commerce and other information society services.

### **2. Conditions for use of Directory**

The customer's access to, and use of, Directory requires that the customer meets the conditions in the Description of service. Access to Directory may further require certain adaptations of the customer's IT systems at the customer's cost and expense, see further [www.gs1.se](http://www.gs1.se).

### **3. Use of contact information**

GS1 is entitled to use information which GS1 has received from the customer 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 distribution to selected recipients.

To the extent the information includes personal data, e.g. contact details of contact persons, GS1 processes the information according to these terms and conditions in the capacity of the customer's processor. The processing of personal data is regulated in the data processing agreement, which is an exhibit to the agreement on Directory.

### **4. Customer's information obligations**

The customer 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 customer if it can be assumed to be of importance for GS1 to have accurate information.

### **5. Availability**

Opening hours and contact details for customer support are provided on [www.gs1.se](http://www.gs1.se).

Directory 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 Directory**

GS1 is responsible for Directory being provided in a workmanlike manner and in accordance with the Description of service.

GS1's responsibility for Directory is contingent upon the customer complying with its obligations in accordance with what is stipulated in the Description of service.

The customer is responsible for that the information provided by the customer in connection with Directory is accurate and up to date.

### **7. Changes in Directory**

GS1 reserves the right to make changes in Directory relating to operational methods, including the method for publication of contact information, technical specifications, systems, opening hours etc. Changes are published on [www.gs1.se](http://www.gs1.se) and are sent by e-mail to the customer.

### **8. Limitation of liability**

GS1 shall compensate the customer only for its verified and reasonable costs which have arisen as a direct consequence of negligence on the part of GS1. Thus, the customer has no right to compensation for indirect costs, damage or losses, such as loss of profit, irrecoverable costs and other consequential loss, nor has the customer the right to compensation for its loss of data, even if GS1 has been informed of the possibility that such costs may occur. Further, GS1 is exempt from all liability for costs which relate to such circumstances that are set forth in section 9. Notwithstanding the above, GS1's total liability towards the customer shall not exceed the amount which the customer has paid to GS1 for the use of Directory. Claims for compensation shall be made no later than one year from the date on which the customer became, or should have become, aware of the circumstances upon which the claim is based. The customer may not claim other remedies from GS1 than those stated in these terms and conditions. If there are defects in Directory, GS1 is entitled to remedy the defect.

### **9. Grounds for exemption**

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 expected to foresee and the consequence of which GS1 could not reasonably have avoided or remedied.

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

For the customer's connection to, and use of, Directory the customer shall pay to GS1 a yearly annual fee based on the customer's annual turnover, in accordance with the terms of payment set forth on [www.gs1.se](http://www.gs1.se), see Fees and



terms and conditions.

The yearly service fee is invoiced in conjunction with the coming into force of the agreement regarding Directory and due for payment thirty (30) days from the date of invoice. The yearly service 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 Directory and due for payment thirty (30) days from the date of invoice. Thereafter, the yearly service fee is invoiced in advance for each year to come and due for payment in conjunction with each turn of the year.

No additional fee is incurred for collection of information via the publically available service "Gepir" on the website [www.gs1.se](http://www.gs1.se) in accordance with the rules stipulated on the website from time to time.

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 customer's delay is thirty (30) days or more, GS1 is entitled to disconnect the customer's connection to Directory. Subsequent reconnection will incur a charge of SEK 7000 which must be paid before reconnection is made.

All charges are exclusive of VAT.

#### **11. Term of agreement**

These terms and conditions enter into force when the agreement regarding Directory has been entered into between GS1 and the customer in the manner set forth on [www.gs1.se](http://www.gs1.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 given. Irrespective of the above, the customer 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**

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**

GS1 is entitled to change these terms and conditions thirty (30) days after notice of such change was sent to the customer. Minor changes and/or additions to the terms and conditions and changes of the charges for Directory may, however, take place fourteen (14) days after the change/addition has been published on [www.gs1.se](http://www.gs1.se).

#### **14. Assignment**

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**

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 2018-04-03