

VALIDOO DATAENTRY; TERMS AND CONDITIONS

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 service for entering and editing trade item information in GS1 DataEntry ("DataEntry"). A description of DataEntry (Description of Service) is available on www.validoo.se.
- 1.2 GS1 may use subcontractors for the provision of the service.
- 1.3 Ordering of Validoo DataEntry 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 use

- 2.1 The supplier's access to, and use of, DataEntry requires that the supplier meets the conditions in the Description of Service.

3. Information obligations

- 3.1 The supplier shall without delay inform GS1 of any change of (i) company name, (ii) contact person, (iii) address, (iv) other information provided by the supplier if it can be assumed to be of importance for GS1 to have accurate information.

4. Availability

- 4.1 Opening hours and contact details for customer service are provided on www.validoo.se.
- 4.2 DataEntry 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.

5. GS1's responsibility

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

6. Changes

- 6.1 GS1 reserves the right to make changes in identification routines, operational methods, technical specifications, systems, system availability etc. Changes are published on www.validoo.se and are sent by e-mail to the supplier.

7. Limitation of liability

- 7.1 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, damage or losses, such as loss of profit, irrecoverable costs and other consequential loss, 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 8. 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 GS1 Item. 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 Item, GS1 is entitled to remedy the fault.

8. Grounds for exemption

- 8.1 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.

9. Charges and terms of payment

- 9.1 For the supplier's connection to, and use of, DataEntry, the supplier shall pay to GS1 an Annual fee ("Annual Fee") per product. A product is defined as a published trade item information for a base level unit. The fee is stated on www.validoo.se.
- 9.2 All work carried out connecting the supplier to Validoo Item or any other customer-specific work will be debited per hour. The price list may be found on www.validoo.se.
- 9.3 All charges are exclusive of VAT.
- 9.4 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 DataEntry.

10. Term of agreement

- 10.1 These terms and conditions take effect when the agreement regarding DataEntry 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 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 supplier. Minor changes and/or additions to the terms and conditions and changes in fees for DataEntry may, however, take place fourteen (14) days after the change/addition has been published on 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. 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.

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