TERMS AND CONDITIONS FOR VALIDOO BUYER

1. Introduction

1.1 This document contains the terms and conditions for GS1 Sweden AB's ("GS1") provision, and the customer's use of the service for receiving structured product information within GS1's service VALIDOO BUYER. The service is based on functions regarding validation, handling and sharing of structured product information.

1.2 *Terms used in these terms and conditions*
"*digital item information*" means digital item information in accordance with the applicable standard.
"*digital assets*" means digital assets which are covered by the service in addition to the digital item information, including but not limited to documents and visual material such as images and films.
"*supplemented data from external source*" means information, assessments or valuations provided by an external party that supplement the supplier's digital item information or digital assets in addition to the information provided by the supplier itself.
Digital item information, digital assets and supplemented data from external source are jointly referred to in these terms and conditions as "*structured product information*".

1.3 On the website www.gs1.se there is a description of the functions included in this package ("Description of Service") as well as additional services (if any).

1.4 GS1 may use subcontractors for the performance of the service.

1.5 GS1 reserves the right to publish the names of registered customers on www.gs1.se.

1.6 In order for the customer to be able to connect to and use VALIDOO BUYER it is required that the customer meets the prerequisites that are specified in the Description of Service.

2. The customer's use of structured product information in VALIDOO BUYER

2.1 The customer's access to and use of structured product information in VALIDOO BUYER is regulated in the Description of Service. The Description of Service specifies, among other things, when, in what form and in what way structured product information is made available for each customer category.

2.2 The customer must comply with all laws and regulations that apply to the industries for which the customer collects structured product information. The customer shall also at all times comply with GS1 Standards & Guidelines related to the service.

2.3 The customer may distribute and otherwise make available structured product information for its business purposes under the terms and conditions set forth herein and in the Description of Service. For the avoidance of doubt, the customer may not use material provided to the customer under the agreement for the purpose of training of the customer's own AI systems/models unless the customer has signed a special agreement with GS1 regulating such use for the purpose of training AI. The customer may not resell or otherwise make available structured product information for any commercial use, including services which compare different suppliers' products and services (comparison services), or provide it to any entity for commercial use, including comparison services, without the written approval of GS1. However, the customer may, without such approval, make available, but not resell, structured product information to its customers containing the product assortment that the customer provides in their business operation.

2.4 The customer undertakes:

a) not to alter or distort structured product information.
b) provide a balanced view of products and suppliers based on defined objective elements.
c) to update structured product information immediately upon receiving such update.
d) if structured product information regarding a product is available in VALIDOO BUYER, not to use this together with digital item information or visual material regarding that product from another supplier which provides services equivalent to GS1's services.

2.5 GS1, any supplier which has an agreement with GS1 regarding VALIDOO SUPPLIER, or a third party has the ownership and all intellectual property rights to structured product information that GS1 makes available within the framework of VALIDOO BUYER. The customer may only use the structured product information as specified in the Description of Service.

2.6 In order to ensure that the customer uses structured product information in accordance with stipulated terms and conditions the following applies:

(i) prior to the use of the service, the customer shall report to GS1 how updates of structured product information will be made;
(ii) GS1 staff has the right to regularly enter as users of all services in the role of a consumer to determine whether the customer uses the information in the manner permitted by the regulations;
(iii) Suppliers whose structured product information is used by the customer may notify GS1 if they believe that the customer does not comply with the terms and conditions. In these cases, GS1 contacts the customer.

2.7 If GS1 finds that the customer is obviously in breach of the terms and conditions, the customer is contacted by GS1 and the information flow is shut off without any repayment obligations for fees paid. In this case, the customer is not entitled to continue using already stored information in its service.

2.8 If it is not obvious but there is a reasonable suspicion that the customer is not complying with the terms and conditions, including the prerequisites specified in the Description of Service, GS1 may request an audit of the customer's systems, processes and technical documentation, which will be charged according to the price list stated on www.gs1.se.

3. Customer's information obligations

3.1 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 that applies for payment to GS1 or
(v) other information provided by the customer 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 support are provided on www.gs1.se.

4.2 GS1's IT system 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 responsibility for VALIDOO BUYER

5.1 GS1 is responsible for VALIDOO BUYER being provided in a workmanlike manner and in accordance with the Description of Service. In addition to the control functions included in VALIDOO BUYER, GS1 has no responsibility for the fact that structured product

information is accurate or duly requested by the customer. It is the customer's responsibility to contact the relevant supplier if structured product information has been sent without prior request.

5.2 GS1's responsibility for VALIDOO BUYER is contingent upon the customer complying with its obligations in accordance with what is stipulated in the Description of Service.

6. Changes in VALIDOO BUYER

6.1 GS1 reserves the right to make changes to service routines, technical specifications, systems, opening hours etc. Changes are published on www.gs1.se and are sent by e-mail to the customer

7. Limitation of liability

7.1 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, damages or losses, such as loss of profit, irrecoverable costs or other consequential losses, 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 can occur. Further, GS1 is exempt from all liability for costs which relate to such circumstances as are set forth in section 8.

7.2 Notwithstanding that which is stated above, GS1's total liability towards the customer shall not exceed the amount which the customer has paid to GS1 for the use of VALIDOO BUYER. Claims for compensation shall be made within reasonable time and at the latest within six (6) months 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 any other remedies from GS1 than those stated in these terms and conditions. If there are defects in VALIDOO BUYER, 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 For the connection to, and use of VALIDOO BUYER, the customer shall pay a recurrent annual subscription fee. The fees are based on the customer's annual turnover, except for government authorities where the fee is instead based on the number of employees and are stated in the price annex.

9.2 The annual subscription fee is invoiced in advance as follows:

a) For customers who have entered into one or more GS1 Service Agreements prior to the effective date of these terms and conditions, the invoicing date for these terms and conditions is the same as for the service agreement(s) entered into prior to the effective date.
b) For customers who have not previously entered into a service agreement with GS1, invoicing takes place on the effective date of these terms and conditions.

The invoicing date according to (a) and (b) is hereinafter referred to in these terms and conditions as the main invoicing date

9.3 Services provided until the main invoicing date are charged a fee proportional to the number of commenced calendar months from the provision of the service until the main invoicing date.

9.4 Subscription fees and corresponding fixed fees are due for payment thirty (30) days from the invoice date.

9.5 The customer shall pay for verification according to section 2.8 above and, unless otherwise expressly stated in the Description of Service, for additional services to VALIDOO BUYER, on a current account and in accordance with GS1's current price list at any given time.

9.6 The customer shall reimburse GS1 for GS1's reasonable costs for agreed travel, including subsistence and allowance for expenses.

9.7 All charges are exclusive of VAT.

9.8 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 of thirty (30) days, GS1 is entitled to disconnect the customer's connection to VALIDOO BUYER. Subsequent reconnection will incur a connection charge of SEK 7,000, which must be paid before reconnection is made.

10. Term of agreement

10.1 These terms and conditions take effect when the agreement regarding VALIDOO BUYER has been entered into between GS1 and the customer. The agreement shall apply until further notice provided the conditions in section1.6 are met. The customer may at any time provide notice to terminate the agreement with effect as from the next main invoicing date. A notice period of twelve (12) months applies to GS1's termination of the agreement. Notwithstanding the above, the customer is entitled to terminate this agreement with immediate effect if changes or additions pursuant to section 12, which are material in nature, take effect. Notice of termination from either the customer or GS1 must be in writing.

10.2 When the agreement has expired, the customer's right to use structured product information obtained under VALIDOO BUYER will cease. Notwithstanding this, the customer is still entitled to use structured product information to the extent that it follows from another agreement, e.g. a separate agreement on the sharing of structured product information with the supplier who owns the rights to the structured product information.

11. Entire agreement

11.1 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.

12. Changes and additions

12.1 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 in charges for VALIDOO BUYER may, however, take place fourteen (14) days after the change/addition has been published on the website www.gs1.se.

13. Assignment

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

14. Governing law and disputes

14.1 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.

Terms and conditions 2026-12-01