TERMS AND CONDITIONS FOR VALIDOO GDSN SUPPLIER

1. Introduction

1.1 This document contains the terms and conditions for GS1 Sweden AB's ("GS1") provision, and the supplier's use, of VALIDOO GDSN SUPPLIER. GS1 and the supplier have entered into an agreement regarding GS1's functions regarding validation, manual quality assurance, image production, storage and sharing of digital item information and digital assets from supplier to recipient.

1.2 *Terms used in these terms and conditions*
"supplier" means suppliers which are the owners of, or otherwise have the right to dispose of, the intellectual property rights in digital item information and digital assets and intend to use the functions included in the service VALIDOO GDSN SUPPLIER with respect to the digital item information and the digital assets.
"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, visual material such as images and films, and data points added by the supplier to digital item information and which go beyond digital item information in accordance with the applicable standard.
"supplementary data from external source" means information, assessments or valuations provided by an external party which supplements the supplier's digital item information or digital assets in addition to the information provided by the supplier itself.

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 suppliers on www.gs1.se.

1.6 Order of VALIDOO GDSN SUPPLIER is made in the way specified at www.gs1.se without applying sections 10-12 of Act on Electronic Commerce and Other Information Society Services.

1.7 For GS1 to be able to provide the functions in VALIDOO GDSN SUPPLIER it is required that the supplier meets the prerequisites that are specified in the Description of Service. If the supplier does not meet the prerequisites, GS1 has the right to charge the supplier for the time required to, for instance, receive and treat a sample item that lacks an order.

2. Handling of digital item information

2.1 GS1 is entitled to handle digital item information which GS1 has received from the supplier 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 sharing to connected recipients and GS1's global databases and services and also making the information available to the general public. Governance regarding which digital item information that will be made available to connected recipients, GS1's global databases and services, and the general public, respectively, is stated in the Description of Service. The Description of Service also states at which time such information is made available.

3. Supplementary data from external source

3.1 GS1's role in relation to supplementary data from an external source is solely to provide the technical channel through which supplementary data from an external source is transferred and made available in the service. GS1 forwards supplementary data from an external source unchanged and makes no own assessment, review, editing

or quality assurance of the content before it is made available.

4. Handling of digital assets

4.1 Digital assets in the form of documents

4.1.1 The supplier warrants that the supplier is the owner of any and all intellectual property rights in the documents which are provided by the supplier to GS1. The supplier grants to GS1 a nonexclusive, perpetual license to, within the scope of the service and otherwise, make copies of, make available to the general public, and share the documents to connected recipients and GS1's global databases and services, in each case unchanged. Governance regarding which documents that will be made available to connected recipients, GS1's global databases and services, and the general public, respectively, is stated in the Description of Service. The Description of Service also states at which time such documents are made available.

4.1.2 Documents that are handled by GS1 are normally published immediately when the service has been used, in accordance with agreement on VALIDOO GDSN SUPPLIER. In other cases, such documents are published at the time set forth in the rules in the Description of Service.

4.2 Visual digital assets

4.2.1 The supplier warrants that the supplier is the owner of any and all intellectual property rights in the visual digital assets which are provided by the supplier to GS1. The supplier grants to GS1 a nonexclusive, perpetual license to use such visual digital assets within the scope of the service and otherwise. This includes the right to change, adapt and make copies of the visual digital assets as well as to make available the visual digital assets to the general public and to share the visual digital assets to connected recipients and GS1's global databases and services in original or modified condition. Governance regarding which visual digital assets that will be made available to connected recipients, GS1's global databases and services, and the general public, respectively, is stated in the Description of Service. The Description of Service also states at which time such visual digital assets are made available.

4.2.2 GS1 is owner of, and holds any and all intellectual property rights to, visual digital assets produced by GS1 by order of a supplier. GS1 has a perpetual right to use such visual digital assets without limitation within the scope of the service and otherwise. This includes the right to change, adapt and make copies of the visual digital assets as well as to make available the visual digital assets to the general public and to share the visual digital assets to connected recipients and GS1's global databases and services in original or modified condition. Governance regarding which visual digital assets that will be made available to connected recipients, GS1's global databases and services, and the general public, respectively, is stated in the Description of Service. The Description of Service also states at which time such visual digital assets are made available. The supplier has a perpetual right without limitation to dispose of such visual digital assets as are covered by this paragraph.

5. GS1's use of AI

5.1 GS1 works continuously to further develop its services and work processes. Within the framework of this work, GS1 has integrated AI tools into the services and uses the AI tools to improve the quality and efficiency of the services that GS1 delivers.

5.2 The supplier approves that GS1 will use the material, including digital item information and digital assets, that the supplier provides to GS1, to train the AI systems that GS1 chooses to use within the framework of its operations and that GS1 will include AI systems in the delivery of the services. Thus, the license granted to GS1 under sections 2.1 and 4.1 above includes a right for GS1 to use digital item information and digital assets that suppliers provide to GS1 to train AI systems. GS1 is under no circumstances entitled to authorize third parties to use material provided by the supplier to train a general AI system or general AI model. For the avoidance of doubt, connected recipients have access to the material that

the supplier provides to GS1 and have the right to use such material in the connected recipient's business operations. To further ensure that material used for training AI systems and models is handled in a correct manner, GS1 will not allow connected recipients to train their own AI systems/models with such information unless the connected recipient has signed a special agreement with GS1 regulating such use for the purpose of training AI.

5.3 GS1 works continuously to ensure that AI functionality included in the services is managed and implemented in a secure manner. GS1 is responsible for ensuring that the AI functionality is implemented and provided in accordance with applicable legal requirements, including the AI Regulation ((EU) 2024/1689), and in accordance with these terms and conditions.

6. Manual quality assurance of digital item information

6.1 The manual control of digital item information, including food information, is provided in accordance with the Description of Services. Transport of sample items to and from the site for the manual control is done at the supplier's risk and cost. For an initiated manual control, GS1 shall store the sample item until approved result is achieved, however maximum two weeks from arrival date and shall thereafter, in accordance with the supplier's choice, by order:

(i) return the sample item to the supplier;
(ii) discard the sample item;
(iii) donate the sample item to charity or consume it.

7. Integration with Validoo

7.1 Section 7.2–7.4 below apply if the supplier has chosen to integrate its system with Validoo for the purpose of retrieving digital item information and digital assets concerning the supplier's own products and for uploading images of the supplier's own products, in accordance with the Description of Service.

7.2 The supplier has access to the supplemental functions described in the Description of Service for VALIDOO GDSN SUPPLIER.

7.3 In addition to the control functions included in the service, GS1 has no responsibility for the fact that digital item information or digital assets are accurate.

7.4 The costs for integration with Validoo are stated on www.gs1.se.

8. Supplier's information obligations

8.1 The supplier 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 supplier if it can be assumed to be of importance for GS1 to have accurate information

9. Availability

9.1 Opening hours and contact details for customer support are provided on www.gs1.se.

9.2 If the conditions in clause 1.7 are satisfied and operations are not affected as described below, the maximum throughput time for a manual control is five (5) working days (Monday-Friday excluding holidays). The time is calculated from when a sample item arrives to the manual control until the time the supplier has received a report regarding the sample item. Opening hours for the manual control of digital item information is specified at www.gs1.se.

9.3 The manual control of digital item information is dependent on digital item information from GS1 that normally is 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.

10. GS1's responsibility

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

10.2 GS1 is responsible for that sample items which the supplier have provided to GS1 are stored in a safe and appropriate way, and shall, when GS1 is negligent, compensate the supplier for damages to the sample item with the limitations stipulated in section 12 below.

11. Changes in VALIDOO GDSN SUPPLIER

11.1 GS1 reserves the right to make changes in the functions, regarding identification routines, operational methods, technical specifications, systems and opening hours etc. Changes are published on www.gs1.se and are sent by e-mail to the supplier.

12. Limitation of liability

12.1 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, damages or losses, such as loss of profit, irrecoverable costs or other consequential losses, nor has the supplier 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 13. Notwithstanding that which is stated above, GS1's total liability towards the supplier shall not exceed the amount which the supplier has paid to GS1 for the use of VALIDOO GDSN SUPPLIER. Claims for compensation shall be made within reasonable time and at the latest within six (6) months 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 any other remedies from GS1 than those stated in these terms and conditions. If there are defects in VALIDOO GDSN SUPPLIER, GS1 is entitled to remedy the defect.

12.2 GS1 is under no circumstances responsible for the accuracy, completeness, timeliness or suitability of the content of supplementary data from an external source under section 3, nor for any direct or indirect damage, cost or loss which the supplier, a recipient or a third party may suffer as a result of such supplementation.

13. Grounds for exemption

13.1 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.

14. Charges and terms of payment

14.1 For the connection to, and use of VALIDOO GDSN SUPPLIER, the supplier shall pay a recurrent subscription fee. The fees are based on the supplier's annual turnover. Applicable price list is stated on www.gs1.se. When using the functions for manual control of digital item information, quality assurance of images, photographing and handling of images, a transaction fee applies. When using the function for publishing and storing images a capacity fee applies. See further information below.

14.2 Foreign suppliers which are customers of a GS1 organisation other than GS1 Sweden and which lack a Swedish GS1 company prefix are charged in accordance with what is stated on www.gs1.se.

14.3 The supplier shall reimburse GS1 for GS1's reasonable costs for travel, subsistence and allowance for expenses.

14.4 All work carried out in relation to connecting the supplier to GS1 or any other customer-specific work will be charged per hour. Applicable price list is stated on www.gs1.se.

14.5 All charges are exclusive of VAT.

14.6 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 GS1. Subsequent reconnection will incur a connection charge which must be paid before reconnection is made. The charge is stated on www.gs1.se.

Fixed fees

14.7 The subscription fee is invoiced annually as follows:

a) For suppliers 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 suppliers 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.

14.8 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.

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

14.10 The annual subscription fee for suppliers that are customers in another data pool than GS1 are stated on www.gs1.se and only applies to customers that are not connected to GS1 for the purpose of sharing digital item information. It is invoiced in conjunction with the coming into force of the agreement and due for payment thirty (30) days from the date of the invoice.

Transaction fees

14.11 In addition to the annual subscription fee, a variable fee is charged for the number of individual GTIN which undergo the manual quality assurance of digital item or food information and handling of images. If products are to be photographed or edited, that fee will also be referred to as a transaction fee. The transaction fees are stated on www.gs1.se.

14.12 The fee for the manual control of digital article and food information as well as the handling of images applies regardless if the result is approved or rejected. A sample item which has been submitted and which has not been controlled due to reasons related to the supplier, for instance that digital item information is missing or that the supplier has not placed an order or that the supplier interrupts the manual control, is charged in accordance with applicable price list on www.gs1.se. A fee per sample item will be charged for additional work caused by inadequate information from the supplier and/or incorrectly marked sample items. Applicable price list is stated on www.gs1.se.

14.13 The variable transaction fees are charged monthly in arrears and are due for payment thirty (30) days from the date of the invoice.

Capacity fees

14.14 In addition to the annual subscription fee, an annual fee is charged for the number of individual GTIN with digital assets that are published in the service. This fee is referred to as annual capacity fee. The annual capacity fee is based on the number of GTIN with published digital assets. The applicable capacity fees are stated on www.gs1.se.

14.15 The capacity fee is invoiced annually in advance according to the principles set out in section 14.7 and 14.8 and are due for payment thirty (30) days from the invoice date.

15. Term of agreement

15.1 These terms and conditions take effect when the agreement regarding VALIDOO GDSN SUPPLIER has been entered into between GS1 and the supplier in the manner set forth on the website www.gs1.se. The agreement shall apply until further notice provided the conditions in section 1.7 are met. The supplier 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 supplier is entitled to terminate this agreement with immediate effect if changes or additions pursuant to section 17, which are material in nature, take effect. Notice of termination from either the supplier or GS1 must be in writing.

16. Entire agreement

16.1 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.

17. Changes and additions

17.1 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 charges for the manual control may, however, take place fourteen (14) days after the change/addition has been published on the website www.gs1.se

18. Assignment

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

19. Governing law and disputes

19.1 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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