

VALIDOO BARCODE; TERMS AND CONDITIONS FOR USE OF THE SERVICE FOR VERIFICATION OF GS1 PALLET LABELS AND BARCODES

1. Introduction

This document contains the terms and conditions for GS1 Sweden Services AB's (GS1) provision and the Customer's use of the service for verification of GS1 Pallet labels and barcodes (Validoo Barcode). "Customer" is the entity that has contracted with GS1 for the Validoo Barcode service in accordance with clause 11 below. The purpose of Validoo Barcode is to provide the Customer with a simple way to check that their pallet labels and/or barcodes conform to GS1's standards and attain the quality and readability defined in ISO/IEC 15416, the international standard for barcode verification. A description of Validoo Barcode (Description of Service) is available on www.gs1.se.

2. Conditions for the use of Validoo Barcode

The Customer's access to, and use of, Validoo Barcode requires that the Customer has correctly entered all information required on www.gs1.se.

3. Processing of contact information

GS1 may use the information supplied by the Customer within the scope of the service. GS1 may use such information for control and statistical purposes, etc. and otherwise.

Insofar as the information contains personal data, such as the name of a contact person, GS1 will process this information in accordance with these conditions as the Customer's personal data agent. GS1 will take appropriate technical and administrative action to protect any personal data.

4. Questions or problems regarding Validoo Barcode

Any questions or problems the Customer has regarding Validoo Barcode shall be sent by e-mail to the e-mail address which is provided for this purpose on www.gs1.se.

5. Availability

GS1 Sweden's hours of business. Monday-Friday. 0800-1600.

6. GS1's responsibility for Validoo Barcode

GS1 is responsible for Validoo Barcode being provided in a workmanlike manner and in accordance with the Description of Service. GS1's responsibility for Validoo Barcode is contingent upon the Customer correctly carrying out its responsibilities in accordance with the Description of Service.

The Customer is responsible for ensuring that information provided in connection with Validoo Barcode is correct and up-to-date.

7. Changes in Validoo Barcode

GS1 reserves the right to make changes in operational methods including the method of publishing contact information, technical specifications, systems, system availability etc. Changes are published on 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 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 9. Notwithstanding that which is stated above, GS1's total liability in respect of the Customer shall not exceed the amount which the Customer has paid to GS1 for the use of Validoo Barcode. 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 a remedy from GS1 other than as stated in these terms and conditions. If there are faults in Validoo Barcode, GS1 is entitled to remedy the fault.

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 been 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 use of, Validoo Barcode, the Customer shall pay to GS1 a fee per barcode or pallet label (including its barcode). The fee shall be calculated in accordance with the following:

Type of symbology or pallet label (including its barcode):	Fee per barcode or pallet label (including its barcode) (SEK)
EAN-13, EAN-8, UPC-12, ITF-14	500
GS1-128, GS1-Databar, GS1-Datamatrix	700
GS1 Pallet label	900

The fee is due for payment without further reminder thirty (30) days after the date of invoice. The fee will be invoiced quarterly in arrears and is due for payment thirty (30) days after the date of invoice.

Late payment incurs penalty interest of twelve (12) percent on the amount overdue, 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 Barcode.

11. Term of agreement

These terms and conditions take effect when the Customer has accepted them in the manner set forth on www.gs1.se and shall apply thereafter until further notice provided the conditions in clause 2 are met. 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 one month after the Customer was informed of such. Minor changes and/or additions to the terms and conditions and changes in charges for Validoo Barcode may, however, take place two weeks after the change/addition has been published on 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

Disputes relating to these terms and conditions shall be finally determined by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Arbitration shall take place in Stockholm. Arbitration which is called pursuant to this arbitration clause is covered by confidentiality. This confidentiality applies to all information which emerges during the proceedings as well as the award which is notified by virtue of the proceedings. Information covered by confidentiality may not be passed in any way to a third party without the other party's written consent. However, a party shall not be constrained from passing on such information in order to best protect its rights in respect of the other party in the dispute or is required to do so by law, regulation, authority or equivalent.