Terms and Conditions

1.1 Definitions

The following terms in these General Provisions and in the Specific Provisions have the meanings assigned to them in the definitions specified below.

- **General Provisions –** The present General Provisions of GS1 Netherlands B.V.
- **Product Data -** Data about an item/product, including the product code, product name, packaging type, dimensions, weight, VAT rate and product images.
- **Company Number -** A number combination to be used by the GS1 Participant to compile codes for coding products, addresses and many other applications.
- **Third-Party Recipient -** A third party, who is not a GS1 Participant and consequently not subject to the General and Specific Provisions, to whom GS1 Netherlands provides the Product Data in accordance with article 1.8.1 of the General Provisions.
- **Third-Party Importer -** A third party, who is not a GS1 Participant and consequently not subject to the General and Specific Provisions, which enters, modifies and/or checks Product Data on the instruction and on behalf of a Data Provider.
- **Services -** The services described on the Website, which are from time to time offered by GS1.
- **Documentation -** The documentation provided by GS1 Netherlands to the GS1 Participant, which contains information about Products, such as manuals, brochures and newsletters.
- **One-Time Fee -** The one-time entry fee as defined in the Agreement.
- **Data Recipient -** The GS1 Participant to whom the Product Data is provided.
- **Data Provider -** The GS1 Participant who is responsible for the product to which the relevant Product Data are related and enters or modifies such data in the GS1 Data Source data pool or causes them to be entered, modified or checked.
- **GS1 Data Source -** The "GS1 Data Source" service is the trademark, trade name and collective designation for all services by GS1 Netherlands in data synchronisation. GS1 Data Source includes:
  - (i) the provision of the Data Provider's Product Data in GS1 Data Source, where the Product Data are structured in accordance with the international GS1 GDSN standards and facilitating the provision of the Product Data to authorised trading partners worldwide;
  - (ii) associated services to guarantee the quality standards of the Product Data.
- **GS1 Participant -** A party with whom GS1 Netherlands has concluded an Agreement that is governed by these General Terms and Conditions.
- **GS1 Netherlands -** The private limited liability company GS1 Netherlands B.V., having its registered office in Amsterdam, and its principal place of business at Stroombaan 16 in (1181 VX) Amstelveen, and registered with the trade register under number 331177740. GS1 Netherlands is an implementing organisation of Stichting GS1 Netherlands.
- **GS1 Organisation -** GS1 Netherlands, Stichting GS1 Netherlands, GS1 AISBL or an organisation affiliated with GS1 AISBL.

- **Information Address -** An electronic delivery address or a shipping address used by the GS1 Participant for receiving or sending Product Data to or from the GS1 Data Source.
- **Annual Fee -** The annual fee defined in the Agreement.
- **Annual turnover -** The GS1 Participant's most recent total annual turnover excluding turnover tax and excise duties, regardless of the type of turnover and regardless of whether the turnover was achieved using the standards as further explained in the Rates List.
- **Licence -** The licence granted to the GS1 Participant pursuant to the Agreement and subject to the General Provisions and the Specific Provisions.
- **Numbers -** Company numbers, number sequences and/or single numbers, to be used by the GS1 Participant to meet its coding needs.
- **Agreement -** An agreement between GS1 Netherlands and the GS1 Participant, for the purpose of the delivery of (s) Product(s), of any type and under any title whatsoever, by GS1 Netherlands to the GS1 Participant.
- **Party(/ies) -** GS1 Netherlands and/or GS1 Participant.

Products - The Numbers, Software and Services provided by GS1 Netherlands to the GS1 Participant on the basis of the Agreement

- **Software -** Computer software in object code as described in the Agreement.
- **Specific Provisions** - The Specific Provisions that apply to a particular Product.
- **Standards -** The GS1 standards that are from time to time published by GS1 Netherlands.
- **Foundation** – Stichting GS1 Netherlands, having its registered office in Amsterdam and its principal place of business at Stroombaan 16 in (1181 VX) Amstelveen, registered with the trade register under number 41197274.
- **Rates List -** The specification of the fees applicable to the Products listed on the Website, as from time to time amended by GS1 Netherlands.
- **Fee** - The One-off Fee, the Annual Fee and other fees owed by the GS1 Participant to GS1 Netherlands under the Agreement.
- **Website** - GS1 Netherlands's website published at: www.gs1.nl

1.2 General

1.2.1 These General Terms and Conditions apply to all legal relationships, including Agreements, between the GS1 Participant and GS1 Netherlands. In addition to the General Provisions, the Specific Provisions apply to all legal relationships, including Agreements, between the GS1 Participant and GS1 Netherlands with respect to the Products referred to in the relevant Specific Provisions.

1.2.2 In the event of any discrepancies between the General Provisions and the Specific Provisions, the Specific Provisions shall prevail.

1.2.3 In the event of discrepancies between the English version of the general terms and conditions and the Dutch version of the general terms and conditions, the Dutch version of the general terms and conditions shall prevail.

1.2.4 The Agreement is concluded from the moment that GS1 Netherlands has confirmed or in any other manner executed the order for a Product placed through the website.

1.2.5 The GS1 Participant guarantees that the information provided to GS1 Netherlands by or on behalf of GS1 Netherlands is accurate and complete. GS1 Netherlands must be notified by the GS1 Participant in writing as soon as possible of any changes. Where any provided data are related to personal data, we refer you to our privacy statement.
1.2.6 GS1 Netherlands may reject a request for a Product, stating reasons. Such a request shall not unreasonably be rejected.
1.2.7 The GS1 Participant declares to endorse the following objectives of Stichting GS1 Netherlands: The foundation's objectives are to develop, facilitate and implement (data) standards and (new) partnerships across the entire chain aiming at comprehensive improvement of effectiveness and efficiency.

1.3 Licence

1.3.1 Subject to the provisions of these General Provisions and the Specific Provisions, GS1 Netherlands grants to the GS1 Participant a non-exclusive, limited, non-transferable, revocable Licence for the term specified in the Agreement, without the right to sub-licence, for the use of the Numbers and/or Software assigned/delivered under the Agreement.
1.3.2 The Licenced Numbers and/or Software are to be used by the GS1 Participant only. Without GS1 Netherlands's prior written consent, the GS1 Participant is not entitled to use, sell or otherwise provide (part of) the Numbers and/or Software to third parties.
1.3.3 A Licence is granted to the GS1 Participant on the proviso that the GS1 Participant fully pays the agreed Fees and other payments due to GS1 Netherlands, including any claims for failure to comply with the General Provisions and the Specific Provisions.

1.4 Numbers

GS1 Participants shall only use the Numbers for their own coding applications and in accordance with the specifications of the Standards. The GS1 Participant shall not modify or use the assigned Numbers for applications that do not comply with the Standards. The GS1 Participant is not permitted either to use Numbers assigned to third parties or Numbers that have not yet been assigned by a GS1 Organisation or to use coding numbers that correspond to the Numbers, however, are not part of the GS1 Organisation's coding system.

1.5 Standards

1.5.1 The GS1 Participant acknowledges that the Standards can only be effectively used if the intended obligation to use the Standards and the Numbers is observed by the GS1 Participant. The GS1 Participant shall take note of the Standards and Guidelines provided pursuant to the Agreement and comply with them.

1.5.2 The GS1 Participant shall not make or apply any changes to the Standards (by himself), proclaim any respective deviating or unauthorised interpretations or solicit trading partners to apply such deviations.
1.5.3 The GS1 Participant shall notify GS1 Netherlands immediately from the moment that the GS1 Participant becomes aware of any irregular application of the Standards or of any irregular use of the Standards or of the Products of GS1 Netherlands.

1.6 Software

1.6.1 The GS1 Participant is not allowed to copy or otherwise reproduce or modify the Software, except to the extent necessary for the use of the Software permitted under the Agreement or for error adjustment in the Software. The GS1 Participant is entitled to make one backup copy of the Software for security purposes if necessary for the use permitted under the Agreement.
1.6.2 The GS1 Participant is not allowed to attempt to access, reproduce, modify or copy the Software's source code, except in accordance with the prevailing legal rules regarding the establishment of interoperability of the Software with other software.
1.6.3 Removal or circumvention of the technical security measures contained in the Software is not permitted. If security measures prevent the GS1 Participant from making a backup copy of Software, GS1 Netherlands will provide the GS1 Participant with a backup copy at no additional cost upon request.

1.7 Services

1.7.1 GS1 Netherlands will make every effort to provide the Services in the manner described on the Website and in any case with all due care and professional competence. GS1 Netherlands is permitted to have the Services performed by third parties under the responsibility of GS1 Netherlands.
1.7.2 GS1 may change the features, functionality or performance of the Services at any time.
1.7.3 GS1 Netherlands does not guarantee that the performance of the Services will be flawless and without any interruptions. GS1 Netherlands will make every effort to remedy errors within a reasonable period of time. GS1 Netherlands is never required to restore mutilated or lost data.
1.7.4 GS1 Netherlands only has a best-efforts obligation to meet any agreed deadlines. In the event there is a risk that any term will be exceeded, GS1 Netherlands and the GS1 Participant will consult each other at all times.

1.8 Provision of Product Data

1.8.1 The Data Provider hereby grants GS1 Netherlands irrevocable permission and authorisation to perform the following actions with regard to the Product Data entered by or on behalf of the Data Provider in the systems of the GS1 Organisation:

- (i) to make the Product Data accessible to the Data Recipients designated by the Data Provider,
- (ii) to provide the Product Data or make them accessible to GS1 Organisations and Third-Party Recipients (unless GS1 Netherlands provides the option out of opting out and the Data Provider has made use of this option) and to grant them the right to use the Product Data for the desired purposes both during and after the term of the Agreement, and
- (iii) to use the Product Data for the purpose of the performance of the Agreement.

1.8.2 The Data Provider guarantees that:

- (i) the Product Data entered by or on behalf of the Data Provider are accurate and complete and meet the import requirements which are announced by GS1 Netherlands from time to time,
- (ii) the possession, use, provision or making accessible of its Product Data by GS1 Netherlands or the use of the data by the Data Recipients, the GS1 Organisations, Third-Party Recipients or other third parties do not infringe any (intellectual property) right or are in any other respect unlawful or punishable,
- (iii) the Product Data do not contain any viruses, trojan horses, worms, logic bombs or other malicious or harmful code, and (iv) the Product Data relate exclusively to its own products or the Data Provider has been authorised by the relevant manufacturer or retailer to provide these data to GS1 Netherlands, the Data Recipients, the GS1 Organisations and Third-Party Recipients.

1.8.3 The Data Provider shall indemnify GS1 Netherlands and the other GS1 Organisations against any claims from Data Recipients, Third-Party Recipients or other third parties as a result of or with respect to the breach of the guarantees referred to in Article 1.8.2.

1.9 Intellectual property

1.9.1 The GS1 Participant acknowledges that the title to the copyright and all other intellectual property rights in the Numbers, Standards, Software, Documentation and Products is exclusively vested with GS1 Netherlands and/or its licensors. Nothing in the Agreement, these General Provisions or the Specific Provisions shall serve to transfer all or part of such rights.

1.9.2 Article 1.9.1 moreover applies if the participant participates in a working group or other collaboration that supports the purpose described in article 1.2.6.

1.9.3 Participants in working groups and other collaborations and their affiliated companies shall grant licences for intellectual property. The participant and its affiliates shall, to the extent that they are the owners or have the right to do so, not assert their intellectual property rights.

1.9.4. They will grant other participants in the working group or collaboration a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free and otherwise

reasonable and non-discriminatory licence. This involves that by contributing material protected by intellectual property law, such as drawings, compilations of data, software or text, the participant grants each party a worldwide, non-exclusive, royalty-free licence to copy, publish, distribute and create derivative works based on the contribution.
1.9.5. The licence is revocable in respect of any party that does not provide a licence.
1.9.6. The participant in a working group must sign the document 'GS1 Contribution Agreement for local working groups' before participating in a (new) working group.
1.9.7 The GS1 Participant shall ensure that, to the extent applicable, source acknowledgements, indications of intellectual property rights (such as copyright signs), symbols, trademarks and other references to GS1 Netherlands, or any other GS1 Organisation, are and remain stated on all copies of the Documentation and Software, including their respective copies.

1.10 Fees and payment

1.10.1 The amount of the Fees is from time to time determined by Stichting GS1 Netherlands and/or GS1 Netherlands and, unless otherwise stipulated, depends on the GS1 Participant's Annual Turnover. The Fees are announced in the Rates List and are exclusive of VAT.
1.10.2 The GS1 Participant will report its Annual Turnover to GS1 Netherlands for the purpose of determining the Fees upon request. If the GS1 Participant, even after a reminder, fails to do so within the period set by GS1 Netherlands, GS1 Netherlands will determine the Fees in the manner specified in the Rates List and, if applicable, charge the additional costs stated in the Rates List.
1.10.3 GS1 Netherlands reserves the right to adjust the amount of the Fees with regard to current Agreements as well. GS1 Netherlands will announce such adjustment at least thirty (30) days prior to the relevant effective date. If GS1 Netherlands increases the Fees for current Agreements, the GS1 Participant shall, for three (3) weeks after this notification, be entitled to terminate the Agreement through MyGS1 by the effective date of this increase.
1.10.4 One-off Fees shall be due at the start of the Agreement. Annual Fees are due in the initial calendar year at the start of the Agreement and subsequently on an annual basis in advance. All other Fees are payable on a monthly basis in arrears. All fees due to GS1 Netherlands must be paid within fifteen (15) days after the invoice date. The right of termination as expressed in paragraph 3 of this article does not apply to rate increases resulting from inflation adjustments.
1.10.5 The GS1 Participant is not entitled to offset or to suspend the payment of any Fee.
1.10.6 In the event that the GS1 Participant fails to pay a Fee on time, the GS1 Participant will be in default without the requirement of a notice of default or reminder and will be required to pay the statutory commercial interest and the costs incurred by GS1 Netherlands to obtain payment out of court. Without prejudice to GS1 Netherlands's other rights or remedies under these General Provisions, the Specific Provisions or in court, GS1 Netherlands reserves the right to suspend the performance of the Agreements up to receipt of full payment. If the payment of a Fee has not been paid more than thirty (30) days after the invoice date, GS1 Netherlands also reserves the right to terminate the Agreement.

1.11 Confidential information

1.11.1 Each Party shall take all reasonable precautions to observe confidentiality with regard to the information received from or provided by the other Party which it should understand is confidential.

1.11.2 Notwithstanding the foregoing, GS1 Netherlands may provide general information regarding the GS1 Participant to third parties, such as company name, address, telephone number, email address, internet address, the type of participation and information about the GS1 Participant's purchases from GS1 Netherlands. These data will only be provided to third parties if and to the extent this is relevant to the operation of the GS1 community or to the application of the Standards or the use of the GS1 Participant Products at the discretion of GS1 Netherlands and this does not materially conflict with the interests of the GS1 Participant at the discretion of GS1 Netherlands. The identities of the holders of Numbers are public and can be retrieved at any time by third parties.

1.12 Liability

1.12.1 Except in the event of intent or deliberate recklessness on the part of GS1 Netherlands or its management, the GS1 Netherlands's total liability shall be limited to the lower of the following amounts:

- (i) the amount paid by the GS1 Participant to GS1 Netherlands on the basis of the relevant Agreement in the calendar year in which the damage occurred (excluding VAT) or
- (ii) if the loss is covered by liability insurance, the amount that has been or will be paid out under that insurance.

However, GS1 Netherlands's liability for indirect loss, consequential loss, loss of profit, lost savings, loss of data, reduced goodwill and damage due to interruption in business operations shall be completely excluded.

1.12.2 The GS1 Participant must have reported the loss to GS1 Netherlands in writing as soon as reasonably possible after its occurrence, which is at all times a condition for the creation of any right to compensation. Any claim against GS1 Netherlands lapses by the mere lapse of one (1) year after the claim has arisen.

1.12.3 The GS1 Participant shall indemnify GS1 Netherlands and the other GS1 Organisations against any loss that GS1 Netherlands and the other GS1 Organisations may suffer as a result of claims from third parties with respect to the use of the Numbers, Software or other Products of GS1 Netherlands.

1.12.4 GS1 Netherlands shall bear no liability for the failure to comply with any obligation in respect of the GS1 Participant, if this arises from unforeseen circumstances, force majeure or is the result of non-compliance with obligations by the GS1 Participant, participant groups or suppliers of GS1 Netherlands.

1.13 Term and termination

1.13.1 Agreements have been entered into for a one-year term and cannot be terminated prematurely. Agreements can be terminated at one month's notice. The GS1 Participant must terminate the agreement through MyGS1. Such termination shall be deemed to be equivalent to a written notification as referred to in this paragraph.

1.13.2 After the originally agreed term of one year, agreements shall tacitly be renewed for a one-year period.

1.13.3 Contrary to Book 6, Section 271 of the Dutch Civil Code, no obligations arise for the reversal of the services already received.

1.13.4 The GS1 Participant shall ensure that, from the date on which the Agreement ends, it will cease to affix Numbers to items, make sure to have removed all Numbers from its systems and from the items in its stock, and will no longer place any items bearing such a number on the market. If GS1 Participant appears to have breached the foregoing, the applicable Fees will still be due and payable with retroactive effect (without prejudice to GS1 Netherlands's other legal and contractual rights of). The GS1 Participant shall indemnify GS1 Netherlands and the other GS1 Organisations against any claims by third parties with respect to the continued use of the Numbers in breach of this article 1.13.3.

1.13.5 GS1 Netherlands may terminate the Agreement with immediate effect, in whole or in part, through a written notification to the GS1 Participant in the event that:

(i) the GS1 Participant breaches one or more terms and conditions of the General Provisions and/or the Specific Provisions and

- (a) proper performance is temporarily or permanently impossible,
- (b) the GS1 Participant fails to perform properly within a period set by GS1 Netherlands after GS1 Netherlands has given the GS1 Participant a notice of default, or
- (c) the GS1 Participant is in any other respect affected by default.

(ii) the GS1 Participant is declared bankrupt, suspension of payments has been granted to the GS1 Participant, the GS1 Participant offers its creditors an out-of-court settlement or the GS1 Participant ceases its business or is dissolved.

1.13.6 In the event that the Agreement ends, the GS1 Participant is not permitted to continue to use the Products supplied under the Agreement.

1.13.7 Provisions in these General Provisions or the Specific Provisions that by their nature should continue after the Agreement has been terminated shall remain fully effective.

1.14 Relevant laws and regulations

The GS1 Participant shall use the Products delivered under the Agreement only in accordance with applicable laws and regulations on aspects including competition and protection of personal data, and the applicable industry agreements, including but not limited to the agreements on implementation.

1.15 Agreement Compliance

GS1 Netherlands is entitled to have an (EDP) auditor appointed by GS1 Netherlands conduct an audit at the GS1 Participant in order to determine whether the GS1 Participant has properly complied with the provisions of the Agreement. The GS1 Participant will

cooperate to this audit by inter alia providing all requested data and information regarding how the GS1 Participant has used the Numbers.

1.16 Final provisions

1.16.1 The applicability of any general terms and conditions (of purchase) used by the GS1 Participant is hereby expressly rejected.

1.16.2 GS1 Netherlands may amend the General Provisions and/or the Specific Provisions at any time. GS1 Netherlands will notify such amendment at least thirty (30) days prior to the effective date. If the General Provisions and/or the Specific Provisions applicable to current Agreements are amended as well by GS1 Netherlands to the detriment of the GS1 Participant, the GS1 Participant shall have the right to terminate the Agreement through MyGS1 within three (3) weeks after this notification, effective from the date on which the amendment takes effect.

1.16.3 The nullity, invalidity or non-binding nature of a provision of the Agreement (or of these General Provisions or the Specific Provisions) will not cause the nullity, invalidity or non-binding nature of the Agreement as a whole.

The parties shall continue to be bound by the other provisions and will replace the void, invalid or non-binding provision with a provision that is valid and binding and the purport of which, in view of the content and purpose of the Agreement, is as much as possible in keeping with the void, invalid or non-binding provision.

1.16.4 GS1 Netherlands is entitled to transfer all claims, powers, rights and obligations arising from the Agreement to third parties, if Stichting GS1 Netherlands has granted permission for this. The GS1 Participant may only transfer its claims, powers, rights and obligations arising from the Agreement to a third party with GS1 Netherlands's prior written consent, which permission will not be unreasonably withheld.

1.16.5 In these General Provisions and in the Specific Provisions, "in writing" includes "by e-mail".

1.16.6 The Agreement is exclusively governed by Dutch law.

1.16.7 Any disputes that may arise with respect to the Agreement will be submitted to the competent court in Amsterdam only.

2 Specific provisions for GS1 Data Source

2.1 General

These Specific Provisions apply to GS1 Data Source in addition to the General Provisions.

2.2 GS1 Data Source

2.2.1 With respect to GS1 Data Source, GS1 Netherlands provides the GS1 Participant with the Services specified in the Rates List.

2.2.2 GS1 Netherlands shall maintain a technically high-quality level for the exchange of Product Data by, inter alia, regular updates of the (the structure of) the data files and the Software used by GS1 Netherlands.

2.3 Information address

The GS1 Participant must have an Information Address. Each electronic delivery address or shipping address needs be identified with a Global Location Number (GLN).

2.4 Agreement for GS1 Data Source with regard to multiple operating companies or business units

In case that the GS1 Participant has several operating companies or business units and wants to deliver or receive Product Data for each operating company or business unit separately, one Agreement for GS1 Data Source for the holding company or parent company, in which all operating companies or business units are included, will suffice. An operating company or business unit can, for each additional Information address, be granted access to GS1 Data Source for an additional fee, provided that the relationship to the holding company or parent company is evidenced by the Business Register. The obligations with regard to the use of GS1 Data Source that apply to the GS1 Participant pursuant to the General Provisions and these Specific Provisions also apply to the operating company or the business unit to which access is granted to GS1 Data Source, and the GS1 Participant shall bear responsibility in respect of GS1 Netherlands for the fulfilment of these obligations.

2.5 Software and infrastructure

2.5.1 The GS1 Participant must have the most recent updates and new versions of the Software provided by GS1 Netherlands and have their own computer equipment, access to the internet, (operating) software and accessories that meet the technical specifications required for the GS1 Data Source system, as indicated by GS1 Netherlands.

2.5.2 In compliance with Article 2.8 of the Specific Provisions, GS1 Netherlands provides the GS1 Participant with access to the web interface of the GDSN certified data pool selected by GS1 Data Source together with the standard licence conditions of the supplier of the Software. The GS1 Participant hereby expressly agrees to the application of these standard licence terms to access and use of the web interface.

2.5.3 The GS1 Participant must have its own internal and external IT experts provide support with regard to the use of computer equipment, network services or (conversion) software not supplied by GS1 Data Source and for any adjustments to internal applications.

2.5.4 The GS1 Participant undertakes to implement adequate measures in its own systems to protect the GS1 Data Source system against viruses and other elements that pose a risk to software and to observe GS1 Netherlands's advice with respect to this.
2.5.5 The GS1 Participant must review and subsequently agree to the end user terms published on www.gs1.org regarding the use of the GS1 Global Registry.

2.6 Forms of participation

All forms of participation for GS1 Data Source and the respective conditions are specified in the Rates List. The form of participation applicable to the Agreement is stated on the GS1 Data Source application form.

2.7 Use of Product Data by Data Recipients

2.7.1 On behalf of the Data Provider, GS1 Netherlands grants the Data Recipient a non-exclusive, limited, non-transferable right of use to the Data Provider's Product Data. These Product Data may only be used for the purpose for which they have been provided by the Data Provider and the Data Recipient may under no circumstances provide these Product Data to third parties.
2.7.2 The Data Recipient will update the Product Data as often as necessary to ensure that they will continue to be suitable for the purpose for which they are used.
2.7.3 The Data Recipient shall use and publish the Product Data properly, completely and lawfully (where the relevant permission has been granted).
2.7.4 The Data Recipient shall provide sufficient, appropriate technical and organisational measures that amply protect the Product Data against mutilation, unwanted changes, loss and/or access by unauthorised persons.
2.7.5 The Data Recipient shall timely and completely comply with all instructions given by GS1 Netherlands regarding the use of the Product Data (including instructions to update them).
2.7.6 GS1 Netherlands is entitled to deny the Data Recipient access to the Product Data present in the GS1 Data Source data pool with immediate effect and without prior consultation, in the event that

- (i) GS1 Netherlands receives a request to this effect from the Data Provider (in which case only access to the Product Data of the relevant Data Provider will be denied),
- (ii) GS1 Netherlands is aware or has a reasonable suspicion that the Data Recipient is using this Product Data in breach of the General Provisions or these Specific Provisions or
- (iii) GS1 Netherlands is aware or has a reasonable suspicion that these Product Data, or their possession, accessibility, provision or use, infringes any (intellectual property) right or is otherwise unlawful or punishable.

2.7.7 Although GS1 Netherlands and the Data Providers endeavour to guarantee the accuracy, completeness and up-to-date quality of the Product Data, they do not guarantee this in respect of the Data Recipient in any way whatsoever and reject any liability in this respect.

2.8 Product Data entered by the Data Provider

2.8.1 The Data Provider will only enter or modify Product Data in the GS1 Data Source data pool if and as it meets the input requirements announced by GS1 Netherlands from time to time.

2.8.2 Upon the conditions determined by GS1 Netherlands, GS1 Netherlands may offer the Data Provider the opportunity to appoint a Third-Party Importer who enters, modifies or checks the Product Data in the GS1 Data Source data pool on its behalf. The Data Provider shall be equally liable for the conduct of the Third-Party Importer as for its own conduct. This Data Provider guarantees that the Third-Party Importer will only enter or modify Product Data if and as such Third-Party Importer meets the import requirements as from time to time announced by GS1 Netherlands.

2.8.3 Product Data that have been entered or modified by or on behalf of the Data Provider in breach of this Article may be removed by GS1 Netherlands at the expense of the Data Provider.

2.8.4 If the Third-Party Submitter acts and enters Product Data on behalf of the Data Provider, the Third-Party Submitter must at all times, and upon first request from GS1 Netherlands, be able to demonstrate that they are authorized to provide the Data Provider's data for the relevant purpose.

2.9 Processing, control and quality of Product Data

2.9.1 The GS1 Participant shall fully cooperate to GS1 Netherlands's data quality programmes for its own account and comply with the relevant obligations and deadlines, as from time to time announced by GS1 Netherlands.

2.9.2 The results of any quality checks under these data quality programmes regarding the Product Data of a specific Data Provider may be disclosed by GS1 Netherlands to the relevant Data Recipients and other parties designated by GS1 Netherlands.

2.9.3 Without prejudice to Article 1.13 of the General Provisions, GS1 Netherlands may suspend or terminate the Agreement relating to GS1 Data Source in writing with immediate effect, in whole or in part, all in accordance with the procedure and on the conditions as from time to time announced by GS1 Netherlands, in the event that the GS1 Participant does not comply and/or does not fully cooperate with the data quality programmes and the relevant obligations and deadlines. Any suspension or termination with respect to a particular GS1 Participant may be announced by GS1 Netherlands.

2.9.4 Despite the data quality programmes that may have been conducted by GS1 Netherlands to promote the accuracy, completeness and topicality of the Product Data, these data may still contain errors. With respect to this, GS1 Netherlands can therefore not provide to the Data Provider any guarantees that the Product Data are accurate, complete and up-to-date and rejects any liability in this respect.

2.9.5 GS1 Netherlands shall bear no responsibility for any actions of a third party to whom GS1 Netherlands has assigned a quality mark or other certificate for approval and bears no liability with respect to this.

3. Specific provisions for medical devices

When using GS1 product code(s) to identify products that are categorised as medical devices under the laws of the country that has labelled the product as such (a **Medical Device**), the participant agrees to the following terms and conditions:

3.1 In case the application is made for the use of GS1 product code(s), the participant must inform GS1 Netherlands of the fact that this/these GS1 product code(s) is/are used for the identification of Medical Devices and state the country(/ies) in which these products will be placed on the market.

3.2 At all times, the participant is and will be responsible for the information about the Medical Device that is supplied to GS1 Netherlands and for complying with (statutory) obligations and ensures that the information provided to GS1 Netherlands is accurate and up-to-date.

3.3 The Participant acknowledges and agrees that it is mandatory upon GS1 Netherlands to share specific information with relevant legislative bodies, either directly or through GS1 Global Office, including:

- the fact that in the country of issue of GS1 product code(s), the participant uses GS1 product code(s) to identify Medical Devices
- the GS1 product code
- the participant's company name
- the noted and/or non-adjusted incomplete items.

3.4 The Participant acknowledges that both GS1 Netherlands and GS1 Global Office cannot be held liable for any direct or indirect consequences, losses or damage caused by providing the above information to legislative authorities.

4. Specific provisions for GLN Register

4.1 The Data Provider hereby grants irrevocable permission and authorisation to GS1 Netherlands to perform the following actions with regard to the location data entered by or on behalf of the Data Provider in the systems of the GS1 Organisation:

- (i) to make the location data accessible to the Data Recipients designated by the Data Provider,
- (ii) to provide the location data or make them accessible to GS1 Organisations and Third-Party Recipients and grant them the right to use this location data for the purposes they choose both during and after the term of the Agreement, and
- (iii) for the purpose of the performance of the Agreement.

4.2 The Data Provider guarantees that:

- (i) the location data entered by or on behalf of the Data Provider are accurate and complete and meet the input requirements from time to time announced by GS1 Netherlands,
- (ii) the possession, use, provision of Location Data or making them accessible by GS1 Netherlands, or the use of these data by the Data Recipients, the GS1 Organisations, Third-Party Recipients or other third parties, do not infringe any (intellectual property) rights nor are unlawful or punishable in any other respect,
- (iii) the location data do not contain any viruses, trojan horses, worms, logic bombs or other malicious or harmful code, and (iv) the location data relate to its own

products only, or the Data Provider has been authorised by the relevant manufacturer or retailer to provide these data to GS1 Netherlands, the Data Recipients, the GS1 Organisations and Third-Party Recipients.

4.3 The Data Provider shall indemnify GS1 Netherlands and the other GS1 Organisations against any claims from Data Recipients, Third-Party Recipients or other third parties as a result of or with respect to non-compliance with the guarantees referred to in Article 1.8.2.

4.4. Except in the case of intent or deliberate recklessness on the part of GS1 Netherlands or its management, GS1 Netherlands's total liability shall be limited to the lower of the following amounts:

- (i) the amount paid by the GS1 Participant to GS1 Netherlands pursuant to the relevant Agreement in the calendar year when the damage occurred (excluding VAT) or
- (ii) if the loss is covered by liability insurance, the amount that has been or will be paid under that insurance.

However, liability of GS1 Netherlands for indirect loss, consequential loss, loss of profit, lost savings, loss of data, reduced goodwill and damage due to interruption in business operations is entirely excluded.

4.5 The GS1 Participant must have reported the loss to GS1 Netherlands in writing as soon as reasonably possible after its occurrence, which is at all times a condition for the creation of any right to compensation. Any claim against GS1 Netherlands lapses by the mere lapse of one (1) year after the claim has arisen.

4.6 The GS1 Participant indemnifies GS1 Netherlands and the other GS1 Organisations against any loss suffered by GS1 Netherlands and the other GS1 Organisations as a result of any claims from third parties that are related to the use of the location data, Software or other Products of GS1 Netherlands.

4.7 Location data that have been entered or changed by or on behalf of the Data Provider in breach of this Article may be removed by GS1 Netherlands at the expense of the Data Provider.

4.8 GS1 Netherlands is entitled to deny the Data Provider access to the available location data with immediate effect and without prior consultation, if

- (i) GS1 Netherlands is aware or has a reasonable suspicion that the Data Recipient is using this Location Data in breach of the General Provisions or these Specific Provisions or
- (ii) if GS1 Netherlands is aware or has a reasonable suspicion that these Location Data, or their possession, accessibility, provision or use, infringes any (intellectual property) right or is otherwise unlawful or punishable.

5. Specific provisions for GLN GS1 Netherlands Healthcare

Without being prevented by the foregoing, the following applies to GLN GS1 Netherlands Healthcare:

5.1 The data published to the GLN GS1 Netherlands Healthcare (8712345013257) are currently only provided to Dutch hospitals that have purchased GS1 Data Care from GS1 Netherlands. These will be published on the GS1 Netherlands website.

5.2 GS1 Netherlands B.V. is entitled to extend this service to Dutch clinics and quality registers without prior permission, if they participate in the GS1 Data Care programme.
5.3 With respect to the extension referred to in article 5.2, GS1 Netherlands B.V. gives these parties access to the data published to GLN GS1 Netherlands Healthcare (8712345013257).
5.4 Further extension can, whenever necessary, be requested by sending an e-mail to healthcare@gs1.nl.
5.5 The request referred to in Article 5.4 will be submitted to the GS1 Netherlands Healthcare Governance Group, which is made up of a representation of healthcare institutions and suppliers.
5.6 Additional parties can only gain access to the data published at GLN GS1 Netherlands Healthcare (8712345013257) with this group's written consent.
5.7 The providers will be notified before the implementation of the extension referred to in Article 5.4. They will receive an email with the intended extension and then have a 30-day response time by replying to the email.
5.8 The supplier can withdraw the publication to GLN GS1 Netherlands Healthcare (8712345013257) and only publish it to the organisations in respect of whom the provider wishes to publish the data.
5.9 If no response has been received within 30 days, the provider is presumed to have no objections.
5.10 Please use this link: Data quality in healthcare for the full method, procedure and principles regarding GLN GS1 Netherlands Healthcare.