General Contractual Terms (GCT)

For the use of the GS1 System and the procurement of other products and services of the Association GS1 Switzerland

Version 1.0 / 01.07.2026

I. Scope

1. These General Contractual Terms (hereinafter the "GCT") govern the legal relationship between the Association GS1 Switzerland (hereinafter "GS1 Switzerland") and its members and/or other contractual partners (hereinafter collectively the "Customer") for the use of the GS1 System and for all other products and services (hereinafter "Services"). For certain Services, in particular in the area of training and education offerings, specific business terms of GS1 Switzerland shall apply and, in the event of a conflict, shall take precedence over these GCT. These GCT may be made available in several languages. In the event of any inconsistencies, ambiguities or differences of interpretation between the German, English, Italian and French versions, the German version shall prevail.

2. The legal relationship between GS1 Switzerland and the Customer shall be governed exclusively by the Articles of Association (for members), contracts, order documents or webshop orders, in digital or written form (hereinafter individually the "Contract"), these GCT, or service-specific business terms of GS1 Switzerland. Any deviating provisions, in particular the Customer's own terms and conditions, shall apply only to the extent that GS1 Switzerland has accepted them in writing. In the event of conflicts, the following order of precedence shall apply: (1) Articles of Association (where membership exists), (2) Contract, (3) service-specific business terms, (4) these GCT.

3. In addition to a handwritten signature, execution in electronic form shall also be recognised as written form (including the exchange of signed scanned copies by email, via DocuSign or another e-signature provider). Text form means any legible declaration on a durable medium, in particular email and customer portal communications, that does not require a signature.

4. Upon the entry into force of these General Contractual Terms, all previous general terms and conditions and terms of use relating to the GS1 System and the Services are hereby fully replaced. This does not apply to the service-specific terms and conditions for GS1 Education, to the extent that they are applicable.

II. Terms for the "GS1 System"

A. Application

1. The GS1 System is a globally standardised system for the identification, capture, and exchange of data and information throughout the entire supply chain. It consists of one or more base numbers (GCP, GS1 Company Prefix) from which the further identification keys are created, in particular GTIN (Global Trade Item Number) for products, GLN (Global Location Number) for locations, and SSCC (Serial Shipping Container Code) for logistic units.

2. Application shall be made in writing or electronically using the process provided by GS1 Switzerland. By applying, the applicant accepts the Articles of Association and these GCT. GS1 Switzerland shall decide on the grant of the right to use the GS1 identification numbers.

3. The applicant is obliged to review the application and order confirmation upon receipt and to notify GS1 Switzerland immediately in text form of any corrections.

4. The GS1 System and its use are governed in detail by the GS1 General Specifications; these are published on the GS1 Switzerland website.

5. The Customer agrees that GS1 Switzerland may make product data generated by the Customer using identification numbers accessible to third parties via data exchange platforms.

B. Scope of Services

1. GS1 Switzerland shall make the GS1 base number available to the Customer in accordance with the implementation rules. The GS1 base number (in particular GCP, GS1 Company Prefix) forms the basis for the GS1 identification keys. Customers may also be provided with several base numbers. These numbers are provided in the order in which applications are received. Number allocation is randomised and cannot be influenced.
2. GS1 Switzerland is responsible for the non-overlapping allocation of GS1 base numbers and ensures worldwide uniqueness. The GS1 General Specifications, as well as any available national supplementary provisions, are updated and published at the intervals provided for this purpose. Changes affecting Customers shall be published as early as possible in the official publication (GS1 General Specifications) and/or on the GS1 Switzerland website so that Customers can observe the necessary migration periods.
3. Changes with material effects on the use of the GS1 System or the Customer's obligations shall be notified to the Customer in advance in an appropriate manner. In this case, the provisions on amendments to the GCT pursuant to section V.I shall apply mutatis mutandis. Changes with no or only immaterial effects shall enter into force upon publication.
4. For the development and promotion of rationalisation projects, GS1 Switzerland appoints advisory boards, expert groups, and working groups that ensure appropriate participation by the affected sectors of the economy.

C. Customer Obligations

1. The Customer shall notify GS1 Switzerland in text form of changes to its annual total turnover no later than by the end of the calendar year for the following billing period and, upon request, provide suitable evidence thereof. GS1 Switzerland reserves the right to review and, where appropriate, reclassify the Customer. Any outstanding contributions resulting from incorrectly declared total turnover figures shall be transferred to GS1 Switzerland upon receipt of the relevant invoice.
2. The Customer shall inform GS1 Switzerland reasonably in advance and in text form of the following changes: (i) company name, (ii) contact person, (iii) address details including email address and telephone number, (iv) turnover changes resulting from expanded business activities and/or acquisitions.
3. The Customer shall create the technical prerequisites for using the GS1 System. In the case of interdependent systems, dependencies and hierarchy shall in particular be taken into account.
4. Insofar as the Customer uses the GS1 System, it should state the GLN (Global Location Number), including the check digit, within an appropriate period on its order forms, invoices and delivery notes as well as in other item-related correspondence with other system users. The Customer should also use the GTIN as the item number in merchandise management and accounting correspondence.
5. All GS1 identification numbers, including GLN and GTIN, may only be used in accordance with the currently applicable usage rules. These shall form an integral part of the Contract.
6. For the purpose of complying with the UDI requirements of the U.S. Food and Drug Administration (U.S. FDA), the Customer shall inform GS1 Switzerland upon application or before use whether a GS1 identification number is being used to identify a medical device marketed in the U.S. target market. If the Customer fails to comply with this information obligation in due time, its data cannot be included in GS1 Switzerland's annual report to the U.S. FDA. GS1 Switzerland disclaims all liability for consequences arising therefrom, such as costs, administrative processes, or enquiries from regulatory authorities.
7. The Customer is responsible for compliance with all applicable legal and regulatory obligations and shall ensure that all data and information provided to GS1 Switzerland, in particular product data via data exchange platforms, are at all times of the required quality, complete, correct, and up to date, and do not infringe any third-party rights. Any changes shall be made by the Customer without delay.
8. Any misuse of GS1 identification numbers may lead to immediate termination of use and claims for damages by GS1 Switzerland. Misuse exists in particular in the following cases:
   - the Customer passes GS1 identification numbers on to third parties without the written consent of GS1 Switzerland;
   - the Customer uses GS1 identification numbers after expiry of the notice period or after individual GS1 base numbers have been returned;

- the Customer uses GS1 identification numbers that have not been allocated to it.

9. The obligation to pay damages expressly also applies to damage incurred by GS1 Switzerland as a result of misuse of GS1 identification numbers if GS1 Switzerland is justifiably held liable by other Customers.

10. In the event of misuse, the Customer shall owe GS1 Switzerland a contractual penalty unless the Customer proves that it was not at fault. This penalty shall amount to CHF 50,000 per case. Payment of the contractual penalty shall not release the Customer from compliance with its obligations. The contractual penalty shall be set off against any damages payable.

D. Membership Fee / Invoicing

1. The membership fee for use of the GS1 System consists of an annual basic fee for membership and an annual surcharge for use of the GS1 System. The membership fees are set out in the appendix to the Articles of Association.

2. The membership fee shall be charged for an entire calendar year and invoiced annually in advance.

3. If membership commences during the year, the membership fee for the first calendar year shall be due pro rata temporis from the date of the application confirmation. For subsequent years, the full membership fee shall be due regardless of the extent of actual use of the GS1 System. Any reduction or refund of the annual fee during the year is excluded.

4. The annual fee is based on the Customer's annual worldwide total turnover. In the case of group membership, the group's total turnover shall form the basis for calculating the fee.

E. Term and Termination

1. Unless otherwise agreed, the Customer may terminate its membership or right to use the GS1 System by observing a notice period of 3 months to the end of a calendar year. Notice of termination shall be given in text form and shall take effect upon receipt by GS1 Switzerland.

2. The Customer may return individual GS1 base numbers to GS1 Switzerland at any time. This does not require termination of membership. The return and thus the waiver of further use of individual GS1 base numbers must be notified by the Customer to GS1 Switzerland in text form. The return of individual GS1 base numbers during a calendar year shall have no effect on the amount of the membership fee owed and shall not give rise to any claim for a pro rata refund or reduction.

3. Upon termination and/or the return of individual GS1 base numbers, the Customer undertakes not to continue using the GS1 base numbers provided by GS1 Switzerland after expiry of the notice period or after their return. The GS1 base numbers shall revert to GS1 Switzerland without compensation.

4. Termination of membership shall not release the Customer from the obligation to pay the membership fee owed for the current calendar year.

5. A reinstatement procedure after termination or exclusion shall result in a processing fee and may require payment of any outstanding membership fees. The currently applicable fee is available online at the following link: https://www.gs1.ch/en/legal-fees

6. Termination of the use of the GS1 System by GS1 Switzerland is possible only for good cause, in particular due to non-payment of fees, serious or repeated breaches of these GCT, or endangerment of the functionality of the GS1 System.

III. Terms for "Services"

A. Scope of Services

1. The type, scope, and characteristics of the Services, as well as the corresponding remuneration, are set out in the Contract and in the applicable product description, available via the relevant link on the GS1 Switzerland website. The version of the product description valid at the time the Contract is concluded shall be governing.

2. GS1 Switzerland undertakes to make the Service available to the Customer for use within the agreed scope (e.g. category, user, resources), generally via a data network.

3. GS1 Switzerland is entitled to have Services performed in whole or in part by engaged subcontractors. The Customer may

request information from GS1 Switzerland at any time regarding the subcontractors used for the provision of the Service and their function. GS1 Switzerland shall be responsible for acts or omissions of its subcontractors within the framework of the contractual provisions between the subcontractor and GS1 Switzerland.

4. In order to maintain quality standards, and also in view of technical, organisational, or economic developments, GS1 Switzerland has the right to update, further develop, or restrict the Services at any time, provided that the Customer does not thereby experience any material restriction of its rights of use.

B. Customer Obligations

1. The Customer shall create the technical prerequisites for using the Services, in particular data exchange platforms. In the case of interdependent systems, dependencies and hierarchy shall in particular be taken into account.

2. The Customer is responsible for providing and maintaining any end devices required for the use of the Services, the data line for access to the software (e.g. hardware and operating system, network devices, leased line or internet connection, etc.). When using software as a service, whether by the Customer or by users designated by it, the Customer shall comply with the applicable requirements communicated by GS1 Switzerland and protect access data against unauthorised access.

C. Customer Rights of Use

1. Upon acceptance of the Contract, GS1 Switzerland grants the Customer a non-exclusive right, limited to the term of the Contract, to use the Service for its intended purpose, in particular the software that is the subject of the Contract as a service.

2. The Customer is not entitled to:

   - sell, rent out, lease, or let the Service;
   - grant sublicences to third parties unless there is a written agreement between the Customer and GS1 Switzerland. In addition, the Service may not be transferred to third parties without the prior written consent of GS1 Switzerland;
   - make copies that are not required for the intended use of the Service;
   - reverse engineer, decompile, or disassemble the Service, except and only to the extent that applicable law expressly permits this notwithstanding this restriction.

3. In the event of serious breaches of the terms of use of the Service, whether by the Customer itself or by users designated by it, or breaches of the Customer's obligations, GS1 Switzerland is entitled to block the Customer's access to the Service.

D. Prices and Invoicing

1. Invoices shall be issued based on time spent, at fixed prices, periodically (e.g. monthly or annually), upon conclusion of the Contract, after performance, or in accordance with the agreed payment plan.

2. GS1 Switzerland has the right to adjust the prices for the Services by giving 3 months' notice. Notification shall be given in text form (by email or letter) and/or on the GS1 Switzerland website. The new prices shall take effect at the beginning of the following contract year.

E. Term and Termination

1. Term and termination are governed by the Contract or by the specific business terms. Unless otherwise agreed, either party may terminate Services by giving 3 months' notice to the end of each contract year. Notice of termination must be given in text form.

2. Unless otherwise provided in the Contract or the service-specific business terms, Services with a fixed term shall automatically be renewed for a further contract period of the same duration upon expiry of the relevant contract term, unless terminated by one of the parties in compliance with the notice period pursuant to section III.E.1.

IV. Terms for Events

1. Events include, in particular, conferences, training courses, webinars, and seminars held by GS1 Switzerland. Registration

for events is final and binding. Refunds of participation fees are excluded. Substitute participants may be designated at any time. Programme changes remain reserved.

2. By registering for and participating in the event, the Customer agrees to the creation of photographic and film recordings of its person and to their use and publication for the purpose of public reporting and promoting the activities and Services of GS1 Switzerland.

3. Details regarding the events, in particular participation fees, are available on the respective GS1 Switzerland website.

V. Common Provisions

A. Offer and Acceptance

1. Offers made by GS1 Switzerland are subject to change and non-binding unless expressly agreed otherwise in the offer. Documents associated with the offer, such as illustrations, descriptions, and details of characteristics, serve informational purposes only and are binding only if expressly designated as such.

2. GS1 Switzerland is bound by oral statements only if they are subsequently confirmed in text form.

3. A Contract is concluded upon acceptance of the offer.

B. Deadlines and Dates

1. GS1 Switzerland endeavours to provide the agreed Services within the stated deadlines. Dates and deadlines shall, however, be binding only if they have been confirmed by GS1 Switzerland as binding in text form. Otherwise, all information regarding delivery or performance deadlines shall be non-binding.

2. If performance is delayed due to force majeure or other unforeseeable circumstances beyond the control of GS1 Switzerland, such as natural disasters, epidemics, pandemics, accidents, illness, official orders, significant operational disruptions, or labour disputes, the performance period shall be extended appropriately by the duration of the hindrance plus a reasonable restart period. This shall also apply if such circumstances occur at subcontractors of GS1 Switzerland.

3. In the case of binding dates, the Customer may place GS1 Switzerland in default in writing only after expiry of a reasonable grace period. The grace period must be at least ten (10) working days.

C. Prices and Payment Terms

1. Unless otherwise agreed in the Contract, all prices are stated net in Swiss francs, excluding value added tax.

2. Price details in the GS1 Switzerland webshop are provided without guarantee. Obvious pricing errors, clerical errors, or transmission errors are not binding on GS1 Switzerland. In such cases, GS1 Switzerland reserves the right to cancel the Contract and inform the Customer without delay.

3. Unless otherwise agreed, invoices from GS1 Switzerland are payable within 30 days from the invoice date without deduction (due date). Upon expiry of the payment period, the Customer shall be in default even without an express reminder. GS1 Switzerland is entitled to demand default interest of 5% per year on the amount owed and to block access to the Services. GS1 Switzerland is also entitled, in certain cases, to charge an invoicing and reminder fee. The currently applicable fees are available online at the following link: https://www.gs1.ch/en/legal-fees

4. GS1 Switzerland reserves the right to require advance payment or settlement of the invoice by direct debit procedure.

5. As part of the order process, the Customer may store a payment method, such as a credit card. By storing the payment method, the Customer agrees that GS1 Switzerland may also use this payment method for future, recurring, or automatically renewed Services and memberships to charge the fees. The charge shall be made at the beginning of the new contract period or at the time provided for in the Contract. The Customer may change or remove the stored payment method at any time in the customer portal. If no valid payment method is available when payment becomes due, GS1 Switzerland is entitled to switch to invoicing or to restrict access to the Services in accordance with these GCT.

6. Time spent travelling on behalf of the Customer shall count as working time, and travel expenses shall be charged to the Customer based on actual cost.

7. Without the written consent of GS1 Switzerland, the Customer is not entitled to set off any claim it has against GS1 Switzerland.

D. Duty of Care and Warranty

1. GS1 Switzerland provides its Services with the standard of care customary in business.
2. The following shall apply to Services provided via a digital network:
   - GS1 Switzerland warrants that the Services shall substantially comply with the contractually agreed specifications during the term of the Contract. In the event of defects that the Customer notifies to GS1 Switzerland in detail and in text form without delay upon discovery, GS1 Switzerland shall take the reasonable measures necessary to remedy the defect within a period appropriate to the circumstances, provided that GS1 Switzerland is responsible for the defect and the Customer is not at fault.
   - GS1 Switzerland can neither guarantee that the Services and their server platform are free from errors nor that they can be used without interruption. In particular, GS1 Switzerland is entitled to suspend access for urgent maintenance work even outside regular maintenance windows. Proper operation of the Services in conjunction with third-party software is not warranted.
   - If changes or interventions in the Services are made not by or through GS1 Switzerland, in particular in the event of incorrect operation by the Customer or changes to operating and/or usage conditions, the warranty shall automatically lapse.
   - GS1 Switzerland cannot warrant that data provided by Customers and processed through a Service of GS1 Switzerland, in particular product data, are at all times accurate, correct, complete, reliable, relevant, available, and up to date.
3. The following shall apply to Services provided under a work contract:
   - Acceptance shall take place in accordance with the process defined in the additional Contract.
   - GS1 Switzerland warrants that work results (i) comply with the contractually agreed characteristics and the applicable legal requirements, and (ii) are free from defects impairing their value or suitability. Warranted characteristics are only those expressly designated as such in a separate Contract or in the specifications.
   - If a defect occurs and is notified within 6 months after acceptance, the Customer shall, in place of the warranty claims under the Swiss Code of Obligations, have exclusively the right to rectification. If GS1 Switzerland fails to remedy the defect even after the expiry of a reasonable grace period on two occasions, the Customer may demand a price reduction or withdraw from the affected order.
   - Excluded from the warranty are damages caused by improper use by the Customer, natural wear and tear, inadequate maintenance, or environmental influences.
4. These provisions exhaustively govern the warranty granted by GS1 Switzerland, and any further warranty by GS1 Switzerland is expressly excluded.

E. Liability

1. GS1 Switzerland shall be liable to the Customer, regardless of the legal basis, whether contractual or non-contractual, exclusively for direct and immediate damage if such damage was culpably caused by GS1 Switzerland, for example as a result of incorrect number allocation. Except in cases of gross negligence or wilful misconduct, the total liability of GS1 Switzerland shall be limited to the amount paid by the Customer for the membership or the affected Service for 12 months.
2. Liability for consequential and indirect damage or economic consequential loss, loss of profit, lost business opportunities, loss of value or turnover, lost savings, production downtime, data loss, and third-party claims is excluded, unless liability for such damage cannot be excluded under applicable law.
3. These limitations of liability apply to GS1 Switzerland, its affiliated companies, auxiliary persons, contractors, and suppliers.

F. Intellectual Property

1. All intellectual property rights in the GS1 System and in the Services offered by GS1 Switzerland belong to GS1 Switzerland or to third parties. GS1 Switzerland is entitled to make the GS1 System and the Services available to the Customer in accordance with the Contract.

2. Rights to work results produced or developed by GS1 Switzerland for the Customer, such as concepts or materials, shall be transferred to the Customer only if this is expressly agreed in the Contract and after the Customer has paid the full remuneration for the work results.

3. Unless otherwise agreed, the Customer receives a non-exclusive, non-transferable right of use to work results, limited to internal purposes and unrestricted in place and time.

4. If a third party disputes ownership and/or rights of use in the Services made available to the Customer by GS1 Switzerland under the Contract, the Customer shall inform GS1 Switzerland without delay of the claim asserted by the third party. The Customer authorises GS1 Switzerland to conduct and settle the legal dispute alone, including by way of settlement. The Customer shall support GS1 Switzerland in this respect and follow its instructions.

G. Data Protection

1. GS1 Switzerland processes Customers' personal data in accordance with its current privacy policy published on its website (https://www.gs1.ch/en/data-protection).

H. Actions in the Customer Portal

1. Actions, declarations, or changes made by the Customer or persons authorised by it in the GS1 Switzerland customer portal, in particular registrations, orders, contract conclusions, contract amendments, renewals, or terminations, shall be deemed legally binding and equivalent to the written form.

2. The Customer is obliged to review its master data in the customer portal regularly and to keep it up to date at all times. GS1 Switzerland may assume that any action taken in the customer portal was performed by the Customer itself or by a person authorised by it. The Customer bears the risk for actions carried out using its access credentials unless GS1 Switzerland is at fault.

3. The Customer is obliged to treat its access credentials confidentially and to protect them against unauthorised use. Liability of GS1 Switzerland for damage resulting from careless handling of access credentials or unauthorised use by third parties is excluded unless GS1 Switzerland is at fault.

4. Technical malfunctions or transmission errors in the customer portal do not entitle the Customer to withdraw from or contest an action performed in the portal, provided that GS1 Switzerland has duly confirmed its receipt or execution.

5. GS1 Switzerland may deliver notifications and contractual information to the Customer in electronic form via the customer portal, such as invoices, contract confirmations, course information, or amendments to the GCT. These shall be deemed delivered once made available in the customer portal.

I. Amendment of the GCT

1. GS1 Switzerland is entitled to amend these GCT at any time. Amendments to these GCT that have no effect or only immaterial effects on the existing rights and obligations of the contracting parties, such as editorial adjustments or technical clarifications, may be made at any time without prior notice. The Customer shall be informed of the new GCT in text form and the new GCT shall be made available to the Customer in text form.

2. Amendments to these GCT that affect the rights and obligations of the parties more than immaterially shall be notified to the Customer in text form, such as by email or via the customer portal, at least 60 days before their planned entry into force. If the Customer does not object to the amendments in text form within 30 days after receipt of the notification, the amendments shall be deemed accepted. The Customer shall be specifically informed of this right to object and of the deadline in the amendment notice. In the event of a timely objection, the parties shall seek an amicable solution. If no agreement is reached and the amendments result in an unreasonable continuation of the contractual relationship for the Customer, the Customer is entitled to terminate the Contract extraordinarily with effect from the date the amendments enter into force. If no termination takes place before the new GCT enter into force, the objection shall be deemed withdrawn

and the new GCT shall be deemed accepted.

J. Applicable Law and Place of Jurisdiction

1. The legal relationship between GS1 Switzerland and the Customer shall be governed exclusively by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and excluding the conflict of laws rules.

2. Place of performance and exclusive place of jurisdiction is Bern.