

# Terms and conditions Association GS1 Switzerland

## **1. Validity**

The following terms and conditions (T & Cs) govern the legal relationship between Association GS1 Switzerland (GS1) and its members/contractual partners for the domain of Switzerland and the Principality of Liechtenstein. Only the T & Cs of GS1 shall apply to the legal relationship between GS1 and its contractual partners. Stipulations deviating from the T & Cs of GS1 – particularly T & Cs of contractual partners and/or verbal agreements – shall only apply if they have been acknowledged in writing by GS1. The legal ineffectiveness of individual parts of the T & Cs does not render the remaining parts, or the contract itself, ineffective. In place of the ineffective stipulation, an effective stipulation economically closest to the parties' intentions shall apply as if it were agreed from the beginning.

## **2. Offerings**

The offerings of GS1 are subject to change and are unbinding unless expressly stated otherwise when offered. GS1 shall only be bound to verbal statements or those made over the telephone where they have been followed up by a written confirmation by post, fax or e-mail. Supporting documents accompanying propositions such as diagrams, descriptions, illustrations and specifications shall serve information purposes only and are only authoritative when expressly specified as binding. Illustrations and other supporting documents shall remain the intellectual property of GS1. GS1 shall bear no liability for any errors or inaccuracies connected with supporting documents.

## **3. Acceptance**

A contract is in force once an offer is accepted. With its acceptance, the contractual partner is making the declaration that the T & Cs of GS1 apply exclusively. Amendments requested by the contractual partner are possible in principle, as long as GS1 accepts them in writing. GS1 shall inform the contractual partner of the effects of the amendments on the supply of services and on prices.

## **4. Contractual object**

GS1 shall be obliged to supply the contractual partner with the service promised under the contract. The contractual partner shall be obliged to accept the service and pay the agreed price.

## **5. Timeframe for supply of service**

The service shall be supplied within the agreed timeframe. GS1 also reserves the right to supply services before an agreed date where necessary. GS1 can supply the service in several stages. The time taken to supply services may be delayed accordingly in the event of unforeseeable occurrences for which GS1 cannot be held responsible, such as natural disasters, epidemics, accidents, illness, considerable operational disruptions or working conflicts.

## **6. Arrears**

Should GS1 fall into arrears, the contractual partner shall set an appropriate timeframe for subsequent fulfilment. Should GS1 fail to fulfil the supply of service within this extended time, the contractual partner may withdraw from the contract as long as this is declared without delay. Once the contractual partner has withdrawn from the contract, it shall have no grounds for a compensation claim.

## **7. Place of fulfilment and transfer of risk**

The place of fulfilment for services supplied by GS1 is GS1's registered office. If the service supplied by GS1 is an item to be shipped, the risk is transferred to the contractual partner as soon as the item is submitted for shipment by GS1. Insurance policies are only taken out on the express instruction of, in the name of, and at the cost of the contractual partner.

## **8. Prices**

Unless otherwise agreed, the prices are stated exclusive of packaging and VAT. For larger deliveries by post or other courier services, the postal or transport costs shall be borne by the contractual partner.

## **9. Membership fees and duties to inform**

The member shall be obliged to pay GS1 the amount stated in the subscription schedule each year in accordance with the payment terms under article 10 of the T & Cs. The first annual subscription payment shall be due upon receipt of the acceptance confirmation. GS1 reserves the right to request a prepayment or an invoice payment by direct debit.

The annual fee is set according to the total annual turnover of the member (legal person). The member must inform its GS1 branch of any change in its annual turnover that would affect its membership fee before any invoice is issued. Incorrect declarations of total turnover figures shall result in an evaluation fee in the amount of the GS1 membership fee (= basic membership + supplement for the use of the GS1 system).

The minimum fee for evaluation is CHF 1000. Additionally, the outstan-

ding amounts from the incorrectly declared total turnover figures must be paid to GS1 immediately. Under its duty to inform, the member shall provide prompt, written confirmation of changes in the following details to GS1:

- company name
- contact person
- address details incl. e-mail address and telephone numbers
- changes in turnover that would affect membership fees

#### **10. Payment terms**

The contractual partner shall be obliged to pay the invoice within 30 days net of invoice date, minus any deductions such as discounts, expenses and fees.

Once this period has passed without an express reminder, the contractual partner shall be deemed to be in payment arrears. GS1 is then entitled to charge interest on the late payment of 5 % per annum. GS1 has the right to charge a processing fee of CHF 20 for the 2nd reminder and of CHF 50 for the 3rd reminder.

The contractual partner may not write down any invoices with any of its claims against GS1 unless GS1 has agreed to this in writing.

#### **11. Guarantee**

Guaranteed features are only those which are expressly described as such in the contractual confirmation or in the specifications. Damage not demonstrably caused by poor material, erroneous design or inadequate workmanship, e.g. improper use, natural wear and tear, inadequate maintenance, environmental influences etc., is excluded from guarantee and liability. No exchanges, price reductions or compensation shall be given for direct, indirect or secondary damage.

#### **12. Exclusion of liability**

GS1's liability is limited to contractual duties set out in these stipulations. In any case, GS1's liability is limited to intent or gross negligence. No liability shall be accepted for direct, indirect or secondary damage from breach of contract, in particular due to delay, incorrect advice or subsequent impossibility. In particular, claims by the contractual partner for compensation for damage occurring as a result of the GS1-provided service itself, such as personal injury, production losses, loss of effectiveness, loss of contracts and resulting revenue loss, or other direct or indirect damage, such as the impairment of documents by track marks etc. caused by improper use or instruction, are excluded.

#### **13. Termination**

Every member has the right to terminate its membership with GS1 system under observance of a notice period of three months to the end of a calendar year. Notice of termination must be given in writing and is effective once received by GS1. Renewed application for membership within one year of termination or exclusion will entail a processing fee of CHF 150.

#### **14. Place of jurisdiction**

The exclusive place of jurisdiction shall be Berne.

#### **15. Applicable law**

The legal relationship shall be governed exclusively by Swiss law.

Berne, June 2013