

Terms and conditions for participating in the Starterkit 10 package of service Association GS1 Switzerland

I. Participation

- a. All legal entities and sole traders with annual sales of up to CHF 500,000 are eligible to participate.
- b. As part of the Starterkit 10 package of services, one or more GS1 basic numbers with a capacity of 10 GS1 identification numbers each can be acquired at a price of CHF 50 per GS1 basic number and contract year.
- c. The validity of a Starterkit 10 package is 12 months from the date of purchase.
- d. Apply online. By applying, users accept the present terms and conditions.
- e. GS1 Switzerland will take a decision regarding the application to use the Starterkit 10 package of services.

II. Users' obligations

- a. The user undertakes to pay the amounts stated under Point I. above to GS1 Switzerland annually in advance. Payment of the invoice is due within 30 days of the invoice date.
- b. The user also undertakes to report, on annual basis and by supplying appropriate proof, the latest sales figures and/or relevant changes in sales (>10%) in writing or via e-mail to GS1 Switzerland (mail@gs1.ch).
- c. The user may generate GS1 identification numbers using the GS1 basic number(s) made available by GS1 Switzerland, and has sole responsibility for this.
- d. The use of the GS1 System is regulated in detail in the General GS1 Specifications (current version in each case, in English). Furthermore, any existing addi-

onal national provisions are binding. All documents are available to download on GS1 Switzerland's website. Users undertake to use the GS1 System as per the provisions. Users are not permitted to pass on GS1 basic number(s) and the identification numbers (together known as 'GS1 numbers') to third parties.

- e. It is the user's responsibility to allocate GS1 identification numbers in compliance with the system. For this purpose, users undertake to use the applications made available by GS1 Switzerland, in particular to record the GS1 identification numbers allocated to GTINs in the GTIN Registry.
- f. Any misuse of GS1 numbers may result in participation being terminated without notice and claims for damages by GS1 Switzerland. The following, in particular, constitutes misuse: using GS1 numbers, despite exceeding the amount of sales indicated under I/a above, passing on GS1 numbers to third parties, using GS1 numbers after the end of the notice period and/or cancellation of the agreement, and/or using GS1 numbers that were not allocated to the user.

III. GS1 Switzerland's obligations

- a. GS1 Switzerland makes the number of basic numbers purchased available to the user.
- b. GS1 Switzerland ensures that there are no overlaps regarding the range of numbers assigned.

IV. Exceeding the sales threshold

- a. In the event that the amount of sales indicated under I/a above is

exceeded, GS1 Switzerland has the right to require the user to become a member of GS1 Switzerland.

- b. This also applies in the event that users fail to fulfil their obligation to produce supporting documents, or if there is reasonable doubt regarding the sales stated.
- c. Unless users terminate their participation in the Starterkit 10 package of services in writing or by e-mail within 30 days of receipt of the notification of change, the change becomes legally effective after the end of the notice period.

V. Data protection

GS1 Switzerland may use the user's personal contact details for its own marketing purposes not, however, pass on such details to third parties. In the event that personal data is processed as part of the contractual relationship, GS1 Switzerland will only process such data and - where necessary - forward such data to its agents to the extent that this is necessary for the fulfilment of the agreement.

VI. Liability

GS1 Switzerland and its agents are only liable to users within the scope of this provision: for personal injury, damage caused with intent or through gross negligence, without limitation; for direct damage caused by slight negligence, up to a total amount equivalent to the fees paid by the user for the Starterkit 10 package of services. Under no circumstances are GS1 Switzerland and its agents liable for loss of profit, indirect or consequential dama-

ge, loss or damage to data and third party claims.

VII. Termination

Users may terminate the Starterkit 10 package(s) of services to the end of the contract year. Notice of termination must be in writing and must be received by GS1 Switzerland at least 30 days before the end of the contractual year.

VIII. Amendments to the terms and conditions of participation

GS1 Switzerland has the right to amend these terms and conditions at any time. Amendments come into force at the start of the calendar year, provided that users were notified of them in appropriate form (e.g. by direct notification to users, at the official meeting and/or on GS1 Switzerland's website) no later than three months before the end of the current calendar year.

IX. Applicable law and place of jurisdiction

These terms and conditions are governed by Swiss law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna, 1980). The place of jurisdiction is Bern, Switzerland.

Berne, December 2020
