

General

GS1 is a global not-for-profit organisation represented in most countries globally. GS1 develops standards for the supply-chain information flow. GS1 Denmark represents GS1 in Denmark. GS1 Denmark is an association established by a number of business organisations. See www.gs1.dk for further details about GS1 Denmark.

GS1 Denmark's obligations

GS1 Denmark offers membership to all companies and organisations with an interest in disseminating and using the GS1 Standards. A list of the various types of subscriptions providing membership of GS1 Denmark is available at www.gs1.dk. Some subscription types make one or more GS1 numbers available to the member (number memberships). GS1 Denmark guarantees that these numbers are unique and comply with the GS1 Standards. GS1 Denmark undertakes to maintain an updated register of the numbers made available by GS1 Denmark. Subscriptions providing access to the use of IT systems may be subject to restrictions on the use of such systems. These restrictions will be outlined in the terms and conditions of the subscriptions concerned. Usage memberships and partnerships are subscriptions that provide neither the right to use numbers or to access IT systems. These subscriptions provide access to advice and guidance to an extent described in more detail in the terms and conditions of the subscriptions concerned. GS1 Denmark provides information about GS1 Standards and implementation guidance to the members.

Member rights

Members holding number memberships are entitled to use the issued GS1 numbers in accordance with the GS1 Standards for as long as they pay the subscription fee. Guidance is available at www.gs1.dk. Members may also contact the GS1 Denmark Service Centre by phone or e-mail for advice and guidance.

Member obligations

At the time of registration, the member must provide GS1 Denmark with the following information:

- Company name
- CVR (Central Business Reg.) no.
- Contacts
- Street address
- E-mail address
- Turnover (if the subscription fee is related to turnover)
- Other matters of relevance to the membership

Changes to these details must be promptly notified to GS1 Denmark. The member must use the GS1 numbers issued in accordance with global and national GS1 guidelines. In particular, the member is not permitted to use GS1 numbers to which the member does not subscribe or to lend, lease, sell or pledge GS1 numbers to a third party. The member must consult with GS1 Denmark if doubt arises as to whether the use is in accordance with the GS1 guidelines.

Public access

GS1 Denmark publishes details about member names, addresses, GS1 numbers, etc., in databases and other registries for the purpose of generating transparency in the supply chain.

Communication

The member must specify an e-mail address to be used for binding communication with GS1 Denmark. Any communication with GS1 Denmark must be sent to info@gs1.dk. GS1 Denmark provides information to members through the members' magazine "På Stregen" and by sending e-mail to members about selected issues.

Payment

GS1 Denmark memberships are payable in advance. When a company wishes to become a member of GS1 Denmark, payment of the membership fee must be received by GS1 Denmark in order for the membership to become effective. For any subsequent renewal or expansion of the membership, the member will be invoiced at the start of the new term. The payment term is 30 days. Overdue payment will be charged with reminder

fees, interest, etc., in accordance with the Danish Interest Act. Further costs apply if the outstanding amount is sent for debt collection. Payments received will not be refunded upon withdrawal of membership or change of subscription.

Transfer of rights

The member is not entitled to transfer any rights of use to GS1 numbers and IT services to another party unless the member has entered into a written agreement with GS1 Denmark to this effect.

Reuse of numbers

GS1 Denmark reserves the right to reuse GS1 numbers five years after the number has been withdrawn from GS1 Denmark, notwithstanding the cause of withdrawal. GS1 Denmark also offers a subscription form under which GS1 numbers may not be reused.

Control

The member must accept that the correct use of the GS1 Standards is essential for maintaining confidence in the GS1 System. GS1 Denmark may consequently perform control to ascertain whether the use of GS1 numbers, etc., complies with the GS1 guidelines. The member must participate in such control to a reasonable extent.

Limitation of liability

GS1 Denmark cannot be held liable for any errors arising from the member's use of GS1 Standards, products and services, including errors in connection with the production of labels, symbols, packaging, etc.

In case of errors that are not attributable to the member, which significantly impair or impede the member's use of a GS1 service, GS1 Denmark must remedy the error as soon as possible. GS1 Denmark's failure to remedy the error in a reasonably timely manner entitles the member to cancel the subscription effective immediately. GS1 Denmark is not liable for any direct or indirect losses inflicted on the member.

Duration and termination of membership

The membership remains in effect until terminated by either party. Multiple subscriptions held by a member may be terminated individually.

The member shall give six month's written notice to terminate a membership/subscription to take effect on 31 December. GS1 Denmark may terminate the membership/subscription if the member misuses the GS1 System, which includes any violation of these terms and conditions. Any misuse entitles GS1 Denmark to terminate the membership effective immediately. In the event of non-payment, the membership may be terminated 60 days after the due date.

Written documentation

Conclusion of and changes to agreements between the member and GS1 Denmark must always be in writing.

Change of terms and conditions

The present terms and conditions may be changed by giving 30 days' notice following publication at www.gs1.dk.

Bankruptcy and reorganisation

The bankruptcy of GS1 Denmark releases the member from its liabilities towards GS1 Denmark effective immediately. The bankruptcy of the member results in the termination of all subscriptions at the expiry of the subscription period. The right to use the subscription(s) until their expiry passes to the bankrupt estate. Any transfer of rights to other parties than the bankrupt estate follows the stipulations of these terms and conditions. Where GS1 Denmark is subject to reorganisation procedures, any subscriptions/memberships will continue unchanged. Where the member is subject to reorganisation procedures, any subscriptions/memberships will continue until their expiry and for as long as future subscription periods are paid for.

Entry into force

These terms and conditions have been sent to all members in connection with the invoicing of the subscription fee for 2014. The terms and conditions enter into force on 1 February 2014.

GS1 Denmark
Vesterbrogade 149
DK-1620 Copenhagen V
T (+45) 3927 8527
F (+45) 3927 8510
E info@gs1.dk