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Appendix to "GS1Trade Sync User Agreement"

**GS1Trade Sync  
GENERAL USER TERMS**

<b>A. GS1Trade Sync in brief .....</b>	<b>2</b>
<b>B. Registration and conditions.....</b>	<b>2</b>
<b>C. User responsibilities and rights .....</b>	<b>3</b>
<b>D. GS1Trade Sync – rights and obligations.....</b>	<b>4</b>
<b>E. GS1Trade Sync – liability .....</b>	<b>4</b>
<b>F. Participation and property rights.....</b>	<b>5</b>
<b>G. Prices .....</b>	<b>5</b>
<b>H. Terminability.....</b>	<b>5</b>
<b>I. Legal disputes.....</b>	<b>6</b>
<b>J. Validity .....</b>	<b>6</b>

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## **A. GS1Trade Sync in brief**

1. Membership of GS1Trade Sync is offered through GS1 Denmark to all companies that have an interest in using a data synchronisation service and are willing to comply with the conditions attached to a GS1Trade Sync membership.
2. GS1 Denmark's Service Centre handles the administration and daily Service Centre function in connection with advice, training, implementation and the use of GS1Trade Sync.
3. The database is certified as a GDSN compliant data pool (Global Data Synchronisation Network).
4. Unless the data supplier has chosen to register its product data as "non public", all users will have access to the product information.
5. Users are companies with rights to register product information in GS1Trade Sync and to automatically receive or retrieve/subscribe for product information from GS1Trade Sync.
6. Producers/suppliers must enter product information (GTIN, classification, weight, dimensions, fee rate, etc.) in a pre-defined, standardised and electronic format in the database.
7. Only the same producers/suppliers may subsequently register amendments, changes and deletions which will be saved in the database.
8. The GS1Trade Sync documentation is the foundation on which the exchange of basic data via the database takes place. The documentation is accessible at [www.gs1.dk](http://www.gs1.dk)

## **B. Registration and conditions**

1. Registration for GS1Trade Sync is open to participants in the supply chain in Denmark or as an entry point to the GDSN network. The right of use is conditional on:
  - the company being issued a GLN (Global Location Number) by a GS1 organisation - and is being identified by means of this GLN in GS1Trade Sync;
  - the "GS1Trade Sync User Agreement" being completed, signed and submitted to GS1 Denmark and the due payment of registration and subscription fees in accordance with the price scale in effect at any time;
  - compliance with the conditions in these present "General User Terms" and "General Terms for Membership of GS1 Denmark".
2. The condition for registration of product data in the database is that each product is identified by means of a number of product details as specified in the documentation (Danish wholesalers' data requirements).

### C. User responsibilities and rights

1. GS1Trade Sync users defray their own costs for establishing and operating communication with the database.
2. In the event that employees leave the company, the company must adequately ensure that such individuals do not misuse any GS1Trade Sync user ID that has been brought to their attention. The company must compensate GS1 Denmark for any damage resulting from unauthorised use of user ID.
3. The users undertake to use GS1Trade Sync in accordance with the guidelines specified in the GS1Trade Sync documentation, including to implement new releases and/or versions of the GS1Trade Sync system within a maximum period of four weeks after release.
4. GS1Trade Sync users are entitled to use the system for a period and subject to terms specified in the document "GS1Trade Sync User Agreement", including payment of connection fee and subscription fee. All rights are non-transferable.
5. GS1Trade Sync users are entitled to receive advice from GS1 Denmark's Service Centre.
6. GS1Trade Sync users may solely use data from the database for their own commercial purposes and may not – without the express consent of GS1 Denmark – allow any third parties to access the database or data retrieved from the database.

It is permitted to communicate data from the database if the user owns at least 50% of the company to which the data are communicated. Similarly, circulation of data is allowed within a group of companies, provided that the companies operate under the auspices of the same legal entity and are generally involved in trading as their primary activity.

7. GS1Trade Sync users may not change data from other users. However, GS1Trade Sync users may enhance product data, subject to authorisation by a data owner.
8. GS1Trade Sync users may not resell basic product master data received by the company from the data pool and the company may not establish competing data pool systems based on data from the GS1Trade Sync system.
9. As a GS1Trade Sync user, the company accepts that GS1Trade Sync is entitled to publish the name under which the company is registered in GS1Trade Sync - see the appendix "GS1Trade Sync User Agreement" - either directly to other users or for marketing purposes.
10. As a GS1Trade Sync user, the company accepts that GS1 Denmark is entitled to communicate the name and contact details of the person(s) stated by the company as contact persons to other users of the GS1Trade Sync system.
11. The company shall immediately inform GS1 Denmark about any changes to the data registered about the company with GS1 Denmark on the basis of the "GS1Trade Sync User Agreement".

12. As a GS1Trade Sync user, the company undertakes to act in accordance with Danish legislation on information exchange, including in particular observance of applicable rules for exchange of person-related data.
13. A GS1Trade Sync user cannot assign its contractual obligations, whether in full or in part, without the written consent of GS1 Denmark. If such assignment takes place, the newly bound company must accept all obligations resting on the assignor.
14. A GS1Trade Sync user must compensate GS1 Denmark for any disadvantage, nuisance, and/or financial loss resulting from the user's illegitimate use of the GS1Trade Sync system or data from GS1Trade Sync.

#### **D. GS1Trade Sync – rights and obligations**

1. GS1 Trade Sync will regularly take appropriate steps to prevent unauthorised third parties from accessing the database and the information within.
2. GS1Trade Sync reserves the right to modify the system and its operation in order to maintain the quality of the data transmission. Adjustments of structure, content and user interfaces can be implemented for as long as such changes do not materially contradict the content of the agreement made with the GS1Trade Sync users.
3. In the event that the modifications/adjustments stated in item 3 above will result in changes to the terms defined in the "GS1Trade Sync User Agreement" and/or the present "GS1Trade Sync General User Terms", the users must be given at least three months' notice before they become effective. Any objections must be raised within 30 days from the notice is given.

#### **E. GS1Trade Sync – liability**

1. GS1Trade Sync is responsible for the professional receipt, treatment and forwarding of data, but is not responsible for the accuracy of the content of the data exchanged.
2. GS1Trade Sync is not responsible for consequences of syntax errors, wrong addressing, deviations from rules or rejections due to errors in data content and/or format – unless employees at GS1Trade Sync are guilty of wilful misconduct or gross negligence.
3. GS1Trade Sync is not responsible for damage caused by a GS1Trade Sync user in consequence of a lost of misused user ID, and damage caused by data originally deriving from a third-party is not comprised either.
4. GS1Trade Sync is not responsible for updating the correctness and topicality of any data retrieved from the database by a third party (such as a market-analysis agency) and downloaded to its own database.
5. GS1Trade Sync is not responsible for the continued existence, suitability, performance or flawlessness of the transmission lines employed by users to communicate with the data pool and is similarly not responsible for the users' internal hardware and software used for data communications.

6. Events not stated in these "GS1Trade Sync General User Terms" are precluded from compensation from GS1 Denmark. However this does not apply to physical injury to individuals or damage falling under the product liability legislation.
7. Claims for compensation against GS1 Denmark must be raised no later than 12 months after the event occurred.

## **F. Participation and property rights**

1. The board of GS1 Denmark has the exclusive right to decide on any matters related the administration and operation of GS1Trade Sync.
2. The board of GS1 Denmark appoints relevant user forums tasked with providing the board with advice in questions concerning maintenance and further development of the GS1Trade Sync concept.
3. IPR (Intellectual Property Rights), copyrights and other trademark rights to all special GS1Trade Sync elements of the system belong to GS1 Denmark.

## **G. Prices**

1. In order to register as a GS1Trade Sync user, the company must pay:
  - Connection fee: Payable when registering.
  - Subscription fee: The subscription for the year of the first registration is payable as from the quarter in which registration is made and until the end of the year. In subsequent years, payment is made in advance for an entire year.
2. The prices are based on the company's annual turnover (less VAT and charges).
3. The prices are adjusted in accordance with the net price index published by Statistics Denmark.
4. Any other changes to the prices will be decided by the board of GS1 Denmark and notified to the registered companies no later than by 1 June of the year before taking effect.
5. The prices applicable at the time of registration appear from the current price sheet.

## **H. Terminability**

1. GS1 Denmark is entitled to terminate a user agreement effective immediately if a user:
  - fails to pay the subscription fee despite payment reminders.
  - fails to comply with the conditions stated in the "GS1Trade Sync User Agreement" and the "GS1Trade Sync General User Terms".
  - repeatedly attempts to transfer data causing serious interruptions in the work flow of the data pool or at a data recipient;
  - has not established an IT system that guarantees an adequately secure receipt of data.

2. GS1 Denmark is entitled to terminate GS1Trade Sync user agreements if the contract between the database supplier and GS1 Denmark is terminated.
3. A GS1Trade Sync user may terminate a user agreement with GS1 Denmark at 6 months' notice to 31 December.
4. Notice of termination must be given in writing.

## **I. Legal disputes**

1. Any dispute arising out of the "GS1Trade Sync User Agreement" or these present "GS1Trade Sync General User Terms" and their interpretation shall be subject to Danish law.
2. Any legal action must be instigated in the judicial district of the registered office of GS1 Denmark.
3. However, GS1 Denmark is entitled to request arbitration proceedings under the relevant general rules of Danish law.

## **J. Validity**

1. In the event that individual elements of the above-mentioned agreement are invalid in full or in part, this shall not affect the validity of the remaining items.

Any changes to the "GS1Trade Sync General User Terms" – including this item – must always be notified in writing.