
GTIN-Manager Terms of Use

of GS1 Germany GmbH, Maarweg 133, 50825 Köln, service@gs1.de (hereinafter "GS1 Germany") concerning the participation in the GTIN-Manager Service in the Federal Republic of Germany.

I. General

These Terms of Use apply solely to businesses within the meaning of section 14 of the German Civil Code (BGB). The GTIN-Manager is a system for the structured capture and demonstration of online and offline product data and the exchange of this data in eCommerce.

General Terms and Conditions of the user are not applicable even if they are not expressly

rejected or if the provision of service has already been started despite the knowledge of diverging General Terms and Conditions by GS1 Germany.

II. Participation

1. The GTIN Manager Service is used exclusively on the basis of an application for use and under the conditions set out here. By registering, the applicant accepts these Terms of Use.
2. GS1 Germany decides on the application for use.
3. Once the application is approved, the use of the GTIN-Manager shall be deemed effective. Hence, a contract shall be deemed to have been concluded between GS1 Germany and such applicant.
4. By applying, the user declares his consent in the transmission of the central product features in the GTIN-Manager. During the set up of the product information, the user has the possibility to publicise the transmitted product features in GEPIR and/or on the internet or to refrain from doing so via the visibility settings. The user declares his consent in the transmission of relevant features (inter alia GTIN, product name (product description and GCP (product classification))) and where appropriate further features in the **GS1 Registry**. The separate **GS1 Registry Terms of Use** are applicable.
5. The GTIN-Manager user shall check the confirmation of registration immediately and promptly report in writing any necessary corrections, if necessary.

III. Fees

The use of the GTIN-Manager basic version is determined by the GS1 Complete Price List. GS1 Germany is entitled to raise fees for additional modules, as per separate price list.

IV. User duties

1. As far as the user employs fee-based modules of the GTIN-Manager, he shall effect payment to GS1 Germany of the currently valid fees for the particular modules. Such payments shall be due upon receipt of the invoice.
2. The user shall keep the uploaded product information up-to-date and make any amendment without delay.

V. GS1 Germany duties

GS1 Germany shall provide the user with access to the GTIN-Manager. The access takes place under consideration of general maintenance periods. GS1 does not warrant or represent at any time that the system and its functions will be secure, error-free or uninterrupted.

VI. Liability

1. GS1 Germany assumes no liability whatsoever with regard to the correctness, accuracy, timeliness, reliability and completeness of the information contained in the GTIN Manager and its functions.
2. GS1 Germany liability shall be governed by the applicable statutes and regulations insofar as a user asserts any claim for loss, injury or damage arising from any willful misconduct or gross negligence on the part of GS1 Germany or any GS1 representative or agent. Insofar as no willful misconduct or gross negligence has been committed in such a case, the amount of indemnification shall be limited to that of the foreseeable and characteristic loss or damage for the particular instance.
3. GS1 Germany's liability shall be governed by the applicable statutes and regulations insofar as GS1 Germany culpably breaches any substantial contractual obligation. In such a case, the amount of indemnification shall also be limited to the foreseeable and characteristic loss or damage for the particular instance.
4. Liability hereof shall be without prejudice to any liability for culpable injury to life, limb or health, including any liability pursuant to the mandatory product liability provisions of the German Product Liability Act (Produkthaftungsgesetz).
5. Any liability that does not fall within the scope of the aforementioned shall be excluded.

VII. Aggregate Liability

1. Any liability for loss exceeding that specified in section V hereof, regardless of the cause in law of the claim that is lodged, shall be excluded. The foregoing shall apply notably to any claim for damages resulting from any instance of culpa in contrahendo (culpable conduct during contract negotiations), any other breach of contract, or any tortious claim for property damages in accordance with section 823 of the German Civil Code (BGB).
2. The limit of liability in accordance with section VI.1 shall also apply insofar as in lieu of indemnification for damages a user requests compensation for frustrated expenditures in lieu of the relevant service.
3. Insofar as GS1 Germany's liability for loss, injury or damage is excluded or limited, such exclusion or limitation shall also apply to personal liability for damage attributable to any GS1 Germany employee, representative and/or agent.
4. The user shall indemnify GS1 Germany from all claims by third parties and claims under public law against GS1 Germany, in each case including the legal fees (collectively "Claims"), arising from or in connection with the user's product data uploaded on the GTIN-Manager. This release shall comprise in particular the costs incurred by appropriate legal proceedings and defense.

VIII. Changes in these Terms of Use, Termination

1. GS1 Germany shall be entitled to amend these Terms and Conditions as necessary. Any such change shall be notified to users within three months before the implementation of the change via the GS1 Germany website.
2. A user shall be entitled to terminate use of the service by giving three months' notice to the end of a given year, which shall take effect on receipt by GS1 Germany of such notice via registered letter.
3. Termination by GS1 Germany shall be allowable for Good Cause only, and in particular (but without limitation) on the grounds of non-payment of fees, sustained breach of these Terms and Conditions, or endangering system functionality of the GTIN-Manager.

IX. Further Provisions

1. This Agreement shall be governed by German law with the exception of the rules of the private international law and the United Nations Convention on Contracts for the International Sale of Goods. The place of jurisdiction and fulfilment for all transactions between qualified merchants as well as users without a domestic place of jurisdiction is Cologne.
2. This Agreement has been drafted both in German and English language. In case of any ambiguities, the German version shall prevail.

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GS1 Germany GmbH

Maarweg 133, 50825 Köln

T +49 221 947 14-0 |

F +49 221 947 14-990

E info@gs1-germany.de

www.gs1-germany.de

