GS1 Germany

General terms of use
Data Quality Excellence (GS1 DQX)

Data quality service for
product master data

Version 2.2.2, 18.11.2021

General terms of use

of GS1 Germany GmbH, Maarweg 133, 50825 Cologne, Germany, (hereinafter referred to as "GS1 Germany") for the use of the Data Quality Excellence (DQX) Data Quality Service.

1   General information

GS1 Germany helps companies in all industries to apply modern communication and process standards in practice and thus improve the efficiency of their business processes. Among other things, the company in Germany is responsible for the GS1 article number system, which is free of global overlaps - the basis of the barcode. In addition, GS1 Germany promotes the application of new technologies for fully automatic identification of objects (EPC/RFID) and standardized electronic communication (EDI). The focus is also on solutions for more customer orientation (ECR - Efficient Consumer Response) and trends such as mobile commerce, multichanneling, sustainability and traceability.

GS1 Germany belongs to the international GS1 network and is the second largest of more than 110 GS1 country organizations after the USA. Parity shareholders are the EHI Retail Institute and the Brand Association. Being a not for profit organisation, the activities of GS1 Germany are controlled and determined by the current supervisory board.

The amount of information about a product required in retail has exploded in recent years - against the background of increased customer focus, greater use of online channels (omnichannel) and other legal requirements for consumer information.

This requires efficient and automated processes between industry, trade companies and consumers as well as quality-assured, i.e. complete and correct, product information.

The services of the Data Quality Excellence (DQX) Data Quality Service of GS1 Germany GmbH make a significant contribution to the necessary quality assurance. GS1 Germany uses the DQX Data Quality Service to validate a product's master data and certificate the data quality using automatic validation rules and the viewing of product images/artworks. On the basis of the validation, GS1 Germany awards the DQX Data Quality Certificate. In addition, GS1 Germany takes over the creation and distribution of validation results of the product master data. The direct data supply for the data validation is done via the GDSN (Global Data Synchronization Network) Data Pool (GDSN Data Pool).

After passing through and being released by the standards-based validation and quality assurance process - validated by the DQX - the certified product master data is considered trustworthy. This holds high potential benefits for both industry and trade companies. These lie both in the area of direct savings in business processes and in the area of enabling new business models and functionalities in online retailing as well as in the acceleration of processes and updating of product information at the POS (Point Of Sale).

2   Definitions

In these Terms of use, the following terms have the following meanings:

"Service user" means a legal or natural person who uses the DQX Data Quality Service and accepts these Terms of use in their current form.

"Contract partner" means GS1 Germany or the service user.

"Defects" in the sense of section 5. means a deviation of information found on the product images from those published in the data set or discrepancies, not necessarily deficiencies in the sense of the law.

3 Subject of the contract

3.1 The subject of this contract is the provision of validation and certification services by GS1 Germany for the service user. GS1 Germany validates product master data and certificates the data quality by means of automatic validation rules and the visual validation of product images/artworks. Based on the validation, GS1 Germany awards the DQX Data Quality Certificate. In addition, GS1 Germany will be responsible for the creation and distribution of data quality and error reports of the product master data for the service user.

3.2 The service description in its entirety is contained in the documents available in the GS1 DQX Download Center in its currently valid version, in particular:

- **GS1 DQX General information**
- **Description of the Functionality of Data Quality Excellence (GS1 DQX)**
- **GS1 DQX Validation Matrix**
- **Service Level Agreement (SLA) for Data Quality Excellence (GS1 DQX)**.

These documents, each in its currently valid version, are an integral part of this agreement.

3.3 Other general terms and conditions of business of the contractual partners shall not become subject matter of the contract, even if these are attached to requests for offers, orders, declarations of acceptance etc. and are not contradicted.

4 GS1 Germany Services

4.1 GS1 Germany provides the validations listed in Appendix 1, the validation of product master data and prepares reports on data quality. Section 3.2 applies accordingly.

4.2 GS1 Germany performs visual validations by matching the visible attributes from the GDSN Data Pool with the information on the product, on the product image or artwork. The information on the product image or artwork is leading in this process, i.e. is decisive for the assessment of the product master data.

4.3 Data validation and reporting are based on GS1 Standards. The standards and validation rules are subject to permanent further development.

4.4 GS1 Germany or its committees, in particular its supervisory board, are entitled to further develop and amend the specifications and rules for data validation and reporting with the aim of optimizing data quality or extending attributes. These further developments and amendments can be found in the documents mentioned in section 3.2.

5 Certification and deadline

5.1 After the product master data has been validated in accordance with the services listed under section 4, GS1 Germany will certificate the product master data and send the validation results to the service user.

5.2 If errors are identified in the course of validating the product master data in accordance with the services listed under section 4, the service user will be informed of the errors in a report in accordance with section 6.

The service user can then correct the identified errors within a defined period and thus provide GS1 Germany with product master data free of errors. The correction of all identified errors in the GDSN Data Pool must be done in one step.

5.3   GS1 Germany will revalidate the product master data after each change and transfer of a visual validation-relevant attribute to the GDSN Data Pool.
This means that if a correction and transfer of visual validation-relevant attribute is performed in several steps, GS1 Germany will perform a chargeable validation of the product master data after each step.

5.4   The correction can only be repeated within a time period defined and published within the service after the error message until no more errors are identified. If the identified errors are not completely corrected within this period or if new errors occur, the certificate is withdrawn. After the certificate has been withdrawn, a further certificate is required for a new certificate, which is subject to a fee.

5.5   The validation results are stored in a certificate database and can be exported via the GDSN by participating GDSN Data Pools.

5.6   A change of a visual validation-relevant attribute of the product master data of an item triggers a (case-by-case) visual validation, the change of the product image/artwork results in a new overall visual validation.

6   Reporting

The results of the validations are made available to the service user in a consolidated reporting. Reports are sent to the service user by e-mail in Excel format (zip archive as attachment).

7   Support and availability of GS1 Germany Services

7.1   GS1 Germany provides the service user with expert support for questions regarding validation rules, visual validations, error messages and exception handling of validation rules. Section 3.2 applies accordingly.

7.2   Support requests should be sent to *dqx-support@gs1.de*. A hotline can be reached at +49 221 947 14 690.

8   Obligations of the service user

The service user shall fulfill all duties and obligations necessary for the execution of the contract. These include in particular:

8.1   The service user has the following obligations to cooperate:

   a) Transmission of all data not provided for the German target market, so-called non-public GTINs, within one week after agreement of the start date of the "Initial Load" to the GLN 4063319000006 of GS1 Germany. Data provided by the service user to the German target market will be automatically processed by GS1 Germany within 7 days after the start of the Initial Load for the purpose of the contract.

   b) Notification of the start of the Initial Load and how product images/artworks will be provided.

    c) Sending readable images of all product images/artworks that contain the information shown on the product.

    d) The service user agrees to the storage of the validation results of GS1 Germany and the certification status in a central certificate database.

8.2   The service user is responsible for checking and ensuring compliance with all relevant and applicable legal regulations, laws, ordinances and industry-specific provisions in connection with the use of the service.

8.3   The service user shall keep secret of the usage and access authorizations assigned to him or her or the users, protect them from access by third parties and not pass them on to unauthorized users. Such data shall be protected by appropriate and customary measures. The service user shall notify GS1 Germany immediately if there is any suspicion that the access data and/or passwords may have become known to unauthorized persons.

8.4   The service user agrees to communication by e-mail. The service user is aware that information which is essential for the provision of services is sent exclusively by e-mail. The service user guarantees that these e-mails can be received. The service user will provide GS1 Germany with a contact person including name, business mail address, telephone number and e-mail address for contact purposes. The service user shall notify GS1 Germany immediately of any changes in connection with the contact person.

9   Remuneration

9.1   The remuneration for the services to be provided by GS1 Germany with regard to validation is agreed in accordance with Appendix 2 in its current version.

9.2   The GTINs sent to GS1 Germany in accordance with Section 8.1 a) are considered inventory data and are exempt in their current state from a validation for which a fee is charged. Only changes to the attributes of this data that are relevant for a visual validation is just as chargeable as new published GTINs to GS1 Germany.

9.3   Every new installation (newly created items) and every change as well as every transfer of a visual validation-relevant attribute to the GDSN Data Pool results in a chargeable service from GS1 Germany according to Appendix 2.

9.4   The services are billed monthly. The invoice will be sent by e-mail.

9.5   Payments must be made without deduction within 30 days of receipt of the invoice.

9.6   If the service user defaults on payment, GS1 Germany is entitled to withdraw the relevant certificates after giving appropriate notice.

9.7   Fees are owed plus VAT at the statutory rate applicable in each case.

10 Data security, privacy, rights, transfer

10.1 The contractual partners will observe the applicable data protection regulations, in particular those applicable in Germany.

10.2 GS1 Germany will collect and use personal data only to the extent required for the execution of this contract. The service user agrees to the collection and use of such data to this extent.

10.3 GS1 Germany is entitled to use subcontractors in consultation with the service user. The service user's consent to the use of subcontractors may only be denied for good cause.

10.4 GS1 Germany will only use provided product master data and product images/artworks to fulfill its obligations under this contract.

11 Confidentiality

11.1 Confidential information shall only be information expressly designated as confidential by the contracting party providing the information and such information whose confidentiality is clearly evident from the circumstances of the transfer.

11.2 No information to be treated as confidential shall be deemed to exist if the contracting party receiving the information proves that it

   a) was known or generally accessible to him before the date of receipt;

   b) was known or generally accessible to the public before the date of receipt;

   c) has become known or generally accessible to the public after the date of receipt, without the contracting party receiving the information being responsible for this;

   d) has been made known to him by a third party after the date of receipt, lawfully and without any confidentiality obligations;

   e) must be disclosed due to an order of state authorities or courts or due to mandatory legal requirements.

11.3 The contracting parties shall maintain secrecy about all confidential information that has come to their knowledge within the scope of this contractual relationship or shall use such information only with the prior written consent of the other contracting party vis-à-vis third parties – regardless of the purpose.

11.4 The aforementioned obligations shall continue to exist beyond the end of the contract for an indefinite period of time, namely for as long as an exception under section 11.2 is not proven.

12 Liability, liability limits

12.1 Liability of the parties to the contract, regardless of the legal basis, shall only arise if the damage incurred

 a) has been caused by culpable violation of an essential contractual obligation or

 b) is due to gross negligence or intent on the part of the respective contractual partner. Essential is a contractual obligation, the fulfilment of which makes the proper execution of the contract possible in the first place, the violation of which endangers the achievement of the purpose of the contract and on the fulfilment of which the other contractual partner can regularly rely (cardinal obligation).

12.2 If the contractual partner is liable pursuant to section 12.1 a) for the breach of a material contractual obligation without gross negligence or intent, the liability shall be limited to the damage which the respective contractual partner typically had to expect at the time of conclusion of the contract due to the circumstances known to him at that time.

12.3 The liability according to section 12.1 a) for damages and expenses, regardless of the legal basis, is limited to a maximum of EUR 5,000 per case of damage and a total of EUR 15,000.

12.4 Since only a comparison of the product master data available in the data pool is carried out, GS1 Germany does not assume liability for the completeness and correctness of the product master data vis-à-vis the service user or third parties.

12.5 In all other respects the liability of the contractual partners is excluded, in particular due to interruption of operations, loss of profit, loss of information or data.

12.6 The above provisions shall also apply to legal representatives, employees and/or vicarious agents of the contractual partners.

13 Change of the terms of use

GS1 Germany may unilaterally decide to change these terms of use. The service user must be notified of such changes in writing or on the GS1 Germany website at least six weeks before the changes occur. If the service user does not object to the intended change within six weeks after receipt of the notification of change in text form or publication on the website, this constitutes his consent to the change and it shall take effect upon expiry of the objection period.

14   Term, termination

14.1   The contract comes into force upon signature and is concluded for an indefinite period.

14.2   The contract can be terminated with a notice period of two weeks to the end of the month.

14.3   The right to extraordinary termination of the contract for good cause remains unaffected.

14.4   After the termination has come into effect, the validation results provided in accordance with section 5.4 can no longer be retrieved. Irrespective of this, the validation results shall be stored for a total of six years for verification purposes.

15   Final provisions

15.1   This contract is subject to German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

15.2   The place of performance and jurisdiction for all disputes arising from or in connection with this contract is the registered office of GS1 Germany, insofar as the service user is a merchant or a legal entity under public law.

15.3   Verbal agreements to this contract have not been made, the terms of use reflect all agreements of the contracting parties.

15.4   Should individual provisions of these terms of use be invalid, the validity of the remaining contract shall not be affected. In this case, the contract shall be supplemented by a provision to be agreed upon in writing, which comes closest to the economic purpose of the invalid provision in a legally permissible manner. The same shall apply if a gap in these terms of use should become apparent after conclusion of the contract.

15.5   This Agreement has been drafted both in German and English. In case of any ambiguities, the German version shall prevail.

Cologne, November 2021

A.1   Appendix 1: Scope of visual validation

The primary services include the validation and reporting to the data provider.

Performance category	Performance	Description
Active pre-screening	Automatic preliminary validation	**Automatic validation** of GTINs submitted by the **service user** to the **validation service**
Data validation and reporting to the data provider	Validation of a new installation (newly created item)	**Automatic validation** of the GTINs submitted by **GS1 Germany** to the **validation service**, execution of a **visual validation** and setting of the relevant **certificate components**, and inclusion of the negative validation results in the consolidated **reporting**[1]
	Validation of a change (attribute dependent)	**Automatic validation** of the GTINs submitted by **GS1 Germany** to the **validation service** and setting of the relevant **certificate components** as well as inclusion of the negative validation results in the consolidated **reporting**[1] - no **visual validation is required** if no relevant attributes have been changed
		Perform a **visual validation** and set the relevant **certificate components** and include the negative validation results in the consolidated **reporting**[1]
		Automatic validation of the GTINs submitted by **GS1 Germany** to the **validation service**, execution of a **visual validation** and setting of the relevant **certificate components**, and inclusion of the negative validation results in the consolidated **reporting**[1]

[1]The reporting of the automatic validation to the data provider is also always delivered in the form of a technical message (CIC) and thus made systemically analyzable for the data provider - this service is free of charge.

A.2   Appendix 2: Pricing model

The principles of the DQX pricing model were approved by the supervisory board of GS1 Germany on 31.01.2019. The finalization of the pricing model is based on the experiences from the pilot phase, which was completed on 15.10.2019.

DQX is provided for the German FMCG Community by GS1 Germany. The pricing model covers all costs of the DQX Data Quality Service. All services, which are provided by GS1 Germany, follow the "not-for-profit" maxim. The prices result from the total costs of the business case underlying the DQX Data Quality Service. These include the expenses for development, maintenance, enhancement and operation of the service.

The price for a visual validation is 13.80 EUR in 2021 and 2022 (plus VAT).

General conditions for the DQX pricing model and prices

1. The DQX Data Quality Service is provided for the German FMCG Community by GS1 Germany.
2. The pricing model covers all costs of the DQX Data Quality Service.
3. All services provided by GS1 Germany follow the "not-for-profit" maxim. The processes and software required for the DQX Data Quality Service are developed and further development is also ensured.
    a. The current application of the applicable standards and DQG rules in the DQX Data Quality Service is ensured.
    b. Service providers for the implementation of the DQX Data Quality Service are certified.
    c. Sufficient availability of the necessary capacities to provide the DQX Data Quality Service in the market, among other things also by the fact that GS1 Germany itself provides the full DQX Data Quality Service.
4. As part of the certification, only visual validation result in fees; automatic validations, including "self-service", are free of charge.

Calculation of prices for the DQX Data Quality Service

Every year, the costs are reviewed according to the process described below and on this basis the prices are fixed for one year.

1. The prices are based on the total costs of the business case underlying the DQX Data Quality Service. These include the expenses for development, maintenance, enhancement and operation of the DQX Data Quality Service.
2. The initial costs for the business case at the start of the DQX Data Quality Service are based on empirical values from industry and trade companies participating in the KS-program. The KS-program focuses on the development of the DQX Data Quality Service with all its facets.
3. The prices are reviewed annually and the "not-for-profit" maxim is adjusted if necessary.
4. The business case for calculating the prices of the DQX Data Quality Service is approved by the supervisory board of GS1 Germany.

Rules for applying the pricing model

There are no fees for the inclusion of the existing GTINs in the DQX Data Quality Service, i.e. they are only validated automatically, no visual validation takes place.

Only visual validations of new installations (newly created items), changes and corrections that are carried out when a visual validation is triggered are subject to a fee.

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