

TERMS OF SALE

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BY MAKING A PURCHASE IN THE GS1 US STORE, YOU ACKNOWLEDGE AND ACCEPT THESE TERMS OF SALE.

Introduction

These Terms of Sale (“**Terms**”) apply to your purchase of products and/or services from GS1 US, Inc. (“**GS1 US**,” “**we**,” “**us**,” or “**our**”) that we make available for sale on <https://my.gs1us.org/> (the “**GS1 US Store**”). By placing your order for products or services, you accept and are bound to these Terms. In addition, please review the [GS1 US Terms of Use](#), which additionally governs your use of the GS1 US Store and is incorporated into these Terms by this reference. For purposes of clarity, Sections 13 (Our Disclaimer of Warranties), 14 (Limitation of Liability; Waiver), 15 (Indemnification), and 18 (Governing Law; Disputes) of the GS1 US Terms of Use are expressly incorporated by reference into these Terms.

- A. Generally.
- B. Methods of Payment, Credit Card Terms and Taxes.
- C. Return Policy.
- D. Order Acceptance Policy.
- E. No Responsibility to Sell Mispriced Products or Services.
- F. Modifications to Prices or Billing Terms.
- G. GS1 US' Intellectual Property Rights in Products Sold.
- H. Information Provided as Part of Purchase is Subject to GS1 US Privacy Policy.
- I. Miscellaneous.

A. Generally.

To purchase any products or services sold in the GS1 US Store, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction of residence. Prior to the purchase of any products or services in the GS1 US Store, you may be required to provide us or our payment processing vendor with a valid payment account and associated payment information. By submitting that information to us or directly to our payment processor, you hereby agree that you authorize us and/or our processor (as applicable) to charge your payment account at our convenience but within thirty (30) days of charge authorization. For any product or service that you purchase in the GS1 US Store, you agree to pay the price applicable (including any sales taxes and surcharges) as of the time you submit the order. GS1 US will automatically bill your payment account or other form of payment submitted as part of the order process for such price. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering. You may not attempt to conceal your identity by using multiple Internet Protocol addresses or email addresses, or by any other means, to conduct transactions on the Service. You will not hold us liable if you do not comply with laws related to your transactions. We may provide law enforcement with information you provide to us related to your transactions to assist in any investigation or prosecution of you. If we are unable to verify or authenticate any information you provide during any ordering, purchase, sale, delivery, payment, or remittance process, or any other process, or if we are no longer able to verify or authorize your payment account information, your order may be cancelled, we may refuse to honor all pending and future purchases made with those accounts.

B. Methods of Payment, Credit Card Terms and Taxes.

All payments must be made through any payment form accepted by the GS1 US Store or GS1 US at the time of your purchase. If you use a credit card to make a purchase, your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not these Terms to determine your rights and liabilities as a cardholder. You hereby represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so. YOU, AND NOT GS1 US, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. You agree to pay all fees (including any bank fees) and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. GS1 US reserves the right to charge you bank or other administrative fees should your check bounce, in the event of a payment account rejection or in any circumstance where payment is disputed or a payment processing issue occurs. If GS1 US incurs any costs or other expenses in connection with collecting any payments owed to GS1 US, GS1 US reserves the right to charge your account in the amount of the costs and expenses incurred by GS1 US in collecting any amounts owed to us (including reasonable attorneys' fees). Unless you notify GS1 US of any discrepancies within sixty (60) days after they first appear on your statement, you agree that they will be deemed accepted by you for all purposes. If GS1 US does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by GS1 US or its agents. Sales taxes, or other taxes, customs, import/export charges, or similar governmental charges are not included in the price of the products. You are responsible for paying any such taxes or charges imposed on your purchases, including, but not limited to, sales, use or value-added taxes. GS1 US shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within and any states or localities that it deems is required in accordance with our order policy in effect at the time of purchase.

C. Return Policy.

All transactions made through the GS1 US Store are subject to the GS1 US Store return policy in effect at the time of order. GS1 US Store's current return policy is to not offer any refunds for any products or services purchases through the GS1 US Store, except in our sole and absolute discretion. . We may modify our return policy from time to time so you should check these each time prior to ordering in the GS1 US Store and in the event that there exists a conflict between these Terms and terms of such individual agreement for the service provided, terms of such agreement shall govern and control.

D. Order Acceptance Policy.

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. GS1 US reserves the right at any time after receipt of your order to accept or decline your order for any reason. GS1 US further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by GS1 US upon our delivery of products or services that you have ordered. We may require additional verifications or information before accepting any order. Notwithstanding the foregoing, you agree that, if we cancel all or a portion of your order or if we provide you less than the quantity you ordered, your sole and exclusive remedy is either that: (a) we will issue a credit to your payment method used in the amount charged for the cancelled portion or the quantity not provided (if your payment account has already been charged for the order); or (b) we will not charge your payment account for the cancelled portion of the order or the quantity not provided. Do not assume that a cancellation or change of an order you have placed with GS1 US has been effected until you receive a confirmation from GS1 US via email or the GS1 US Store. As stated above, you will be responsible for, and your payment account may be charged for, the payment of all fees associated with orders already processed or shipped before your cancellation/change request or a request to terminate your account was received. We may refuse any order that is connected with a previous payment dispute or previous apparent fraudulent activity. We may refuse to accept any order if fraudulent activity is suspected and we may refuse to process any subsequent order from a customer who has a history of placing fraudulent orders

E. No Responsibility to Sell Mispriced Products or Services.

We do our best to describe every item, product or service offered in the GS1 US Store as accurately as possible. However, we are human, and therefore we do not warrant that specifications or pricing in the GS1 US Store is complete, accurate, reliable, current or error-free. In the event of any errors relating to the pricing or specifications of any item, product or service, GS1 US shall have the right to refuse or cancel any orders, in its sole discretion. If we charged your payment account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional terms may apply. If a product you purchased from GS1 US is not as described, your sole remedy is to return it in unused condition, complete and undamaged, in the original packaging.

F. Modifications to Prices or Billing Terms.

Purchases of products and services in the GS1 US Store are subject to availability. All descriptions, images, references, features, content, information, specifications, products and prices described or depicted in connection with the Service are subject to change at any time without notice. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability and services, including for any items sold by third parties (if any). We reserve the right to change or update information and to correct errors, inaccuracies or omissions at any time without prior notice (including after a purchase has been made). Descriptive, typographic and photographic errors are subject to correction and we shall have no liability of any kind for such errors. We reserve the right to modify or cancel orders for any reason, including for typographical, pricing and other errors at any time. We strive to display as accurately as possible the colors of the products shown on the Service; however, we cannot and do not guarantee that your monitor's display of any color will be accurate. PRODUCTS AND SERVICES DISPLAYED IN THE GS1 US STORE MAY NOT BE AVAILABLE AT ALL TIMES AND MAY BE SUBSTITUTED OR DISCONTINUED AT ANY TIME. GS1 US RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SERVICE OR BY E-MAIL DELIVERY TO YOU.

G. GS1 US' Intellectual Property Rights in Products Sold.

Any and all intellectual property rights in the products or services sold through the GS1 US Store will remain the sole and exclusive property of GS1 US. GS1 US retains the entire right, title and interest in and to any and all intellectual property rights in the products and services, including, but not limited to, all trade secret, patent, copyright and trademark rights associated with the products and services. A purchaser of products or services through the GS1 US Store may not copy or modify them or resell them to a third party.

H. Information Provided as Part of Purchase is Subject to GS1 US Privacy Policy.

I. Please see our [Privacy Policy](#) to understand how use your personal information provided during your purchase of products and services on the GS1 US Store. Miscellaneous.

We shall not be in default if delivery is delayed or rendered impossible by forces of nature, natural disaster, war, civil commotion, terrorism, fire, storm, flood, explosion, strike, walkout, epidemic, pandemic, enactment, rule, order or act of any government or governmental instrumentality (whether federal, state or local), industrial disturbances, utility services or transportation interruptions, shortages of raw materials or any other cause beyond our reasonable control. These Terms will be governed and interpreted pursuant to the laws of the State of New Jersey, for contracts to be executed and fully performed therein and notwithstanding any principles of conflicts of law. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. If any part of these Terms is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. To the extent a purchase order, confirmation letter, or other communication is inconsistent with these Terms, these Terms will govern, unless expressly agreed in writing by an executive officer of GS1 US (i.e., regular employees cannot bind the GS1 US). You acknowledge that you are not currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC") or any similar sanctions imposed by any other body, governmental or other, to which you are subject and will not otherwise.