



GS1 ProductRecallNZ

Terms and Conditions of Use
for New Zealand Users v1.1
as at October 20th, 2014

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Document Version Control

Document Version #	Date	Nature of change / Comments	Author
1.0	April 2012	Initial Version	Jo Williams
1.1	Oct 2014	Update to point 4.1 GS1NZ Membership and new Logo	Jo Williams

Terms and Conditions of Use for New Zealand Users

This contract

- 1.1. This contract sets out the terms and conditions which govern Your access to and use of ProductRecallNZ.
- 1.2. By submitting a Registration Form You agree to be bound by the terms and conditions set out in this contract and that You will be so bound during the period referred to in clause 10.1.
- 1.3. You acknowledge and agree that any act or omission of any of Your Authorised Personnel or any other person accessing ProductRecallNZ from any computer system operated by You or via Your Login (including acceptance of the terms of this contract or any variation to them) shall be treated as an act or omission of You. Any person accepting the terms of this contract on Your behalf warrants that he or she has Your authority to do so.

GS1 ProductRecallNZ

- 2.1. You acknowledge that You will not be provided with access to, or use of, ProductRecallNZ until the expiration of the Waiting Period.
- 2.2. GS1 will provide You with a username and password (“Login”) in order to enable You to access and use ProductRecallNZ. You must keep the Login details assigned to You secure at all times (including in accordance with clause 9.7) and not permit any person, other than Your Authorised Personnel, to access or use ProductRecallNZ, and then only in accordance with this contract. You must ensure that Your Authorised Personnel are aware of, and comply with, the terms of this contract. You must immediately notify GS1 of any breach of security in respect of the Login assigned to You. GS1 may change the Login assigned to You at any time.
- 2.3. GS1 will use its reasonable endeavours to ensure that ProductRecallNZ performs substantially in accordance with the ProductRecallNZ user documentation published by GS1 from time to time. GS1 does not guarantee that ProductRecallNZ will be available, or will so perform, at all times but will use its reasonable endeavours to schedule controlled maintenance activities outside of Business Hours.
- 2.4. GS1 may make modifications to ProductRecallNZ including its design, functionality and appearance from time to time and without notice to You.
- 2.5. You acknowledge that GS1 is not a party to any activity conducted through, or as a result of, ProductRecallNZ and that GS1 has no responsibility:
 - a) For the accuracy or completeness of any information placed or published on or accessed or delivered through ProductRecallNZ by You or by any other party;

- b) For any requirement for You to comply with any Obligation, including in respect of any Recall or Withdrawal;
- c) For any action or transaction undertaken based on information provided to, obtained from or accessed through ProductRecallNZ;
- d) For any failure by You to comply with any law, including any provision or requirement of the New Zealand Consumer Law or of any person exercising any power or authority thereunder; or
- e) In respect of any act, matter or thing arising out of any transaction, action or inaction involving or associated with Your use of ProductRecallNZ (including any claim or dispute relating to that transaction, action or inaction),

and You hereby release GS1 from any and all liability arising therefrom.

2.6. You acknowledge that not all persons to whom notice of a Recall or Withdrawal should or must be given by You will be subscribers to ProductRecallNZ and that, to the extent that any such persons are subscribers, it is Your responsibility to ensure that:

- a) Such persons are selected as recipients for Notifications; and
- b) Such persons receive all required notices including taking reasonable steps to confirm their receipt of any Notification.

You acknowledge and agree that GS1 is not obliged to provide access to ProductRecallNZ to any third party, including any of your trading partners.

2.7. GS1 may access ProductRecallNZ on Your behalf without notice for purposes associated with ProductRecallNZ, including administration, training, education and support.

2.8. Notifications may be issued via ProductRecallNZ. You agree that the Authorised Receivers will receive these Notifications from ProductRecallNZ and that You will not request that these Notifications be discontinued.

2.9. GS1 may (but is not obliged to), at any time and without any liability to You, amend or remove from ProductRecallNZ any Content (and any data, text or information entered onto ProductRecallNZ by any third party) which it reasonably regards as incorrect, misleading, inappropriate or likely to cause a breach of this contract by You or a breach of any applicable law.

2.10. GS1 may at any time and for any reason suspend:

- a) Your access to or use of ProductRecallNZ; or
- b) The access to or use of ProductRecallNZ by any third party (including any trading partner or You), without any liability to You.

Save in the circumstances contemplated by clause 10.4, GS1 will use its reasonable endeavours to provide at least 48 hours notice of any such suspension where practicable, however, GS1 will not be liable to you for any failure to do so.

- 2.11. GS1 may vary the terms and conditions contained in this contract at any time provided that GS1:
- a) Provides no less than 30 calendar days notice of the variation by:
 - i. Notice addressed to the Primary Contact at the address or email address detailed in the Registration Form or as varied in accordance with clause 3.6(b) ; or
 - ii. Posting details of the change on the GS1 Website,

provided that, if You utilise ProductRecallNZ following delivery or posting of any such notice, You will be deemed to have accepted the contract as varied; or
 - b) First requires one of the Authorised Personnel to accept the contract, as varied, during the process for accessing or using ProductRecallNZ.
- 2.12. You may terminate this contract by notice in writing to GS1 within 30 calendar days of:
- a) Delivery or posting of notice of any variation in accordance with clause 2.11(a), unless You have accepted the contract as varied; or
 - b) Any requirement to accept the contract, as varied, being made in accordance with clause 2.11(b), provided that the contract, as varied, has not been so accepted.
- 2.13. GS1 may, at any time, discontinue any product, system, service, directory or catalogue provided through, or associated with, ProductRecallNZ. GS1 will use its reasonable endeavours to provide at least 48 hours notice of any such discontinuance where practicable. Should GS1 discontinue the provision of ProductRecallNZ in its entirety, GS1 must refund to You any Fees paid in advance on a pro rata basis according to the unexpired period for which the Fees have been paid.

Your Obligations

- 3.1. You may only use ProductRecallNZ for Your business purposes.
- 3.2. You must comply with all Instructions for Use, applicable laws and all reasonable directions issued by GS1 from time to time in relation to Your use of ProductRecallNZ. You acknowledge that any failure to comply with any Instructions for Use may result in ProductRecallNZ failing to operate in the manner intended.
- 3.3. Without limiting any other provision of this contract and unless otherwise specified by GS1, You are solely responsible for:
- a) Supplying, maintaining and updating all Content on ProductRecallNZ;
 - b) Reviewing, checking and amending all Content on ProductRecallNZ (including, without limitation, any Content updated by GS1 at Your request)

and ensuring that at all times such Content remains correct, complete and up to date;

- c) The results of all access to Content by Your trading partners, staff or other representatives;
- d) Ensuring that You comply with all legal requirements relating to any Recall, notwithstanding your use of ProductRecallNZ in respect of that Recall;
- e) Ensuring and confirming that all intended recipients of Notifications receive such Notifications;
- f) Maintaining systems and procedures to ensure Recalls are attended to in accordance with law, including in circumstances where there is failure of ProductRecallNZ to operate in accordance with the Instructions for Use (regardless of whether or not such failure is notified to You);
- g) The content of all Notifications initiated by You;
- h) Determining the organisations to whom any Notification is to be delivered;
- i) Reviewing and taking action in respect of all Notifications received by You;
- j) Where ProductRecallNZ is unavailable for any reason, taking all necessary alternate steps to ensure compliance with any Obligations; and
- k) Obtaining at Your own cost all equipment and software necessary to enable You to access and use ProductRecallNZ

3.4. You must not permit any third party to access or use ProductRecallNZ without the prior written consent of GS1.

3.5. You agree to appoint and maintain at all times a Primary Contact and to ensure that Your Primary Contact:

- a) Maintains, and keeps up to date, Your details and Content on ProductRecallNZ;
- b) Has the sole responsibility for creating, and does create, accounts within ProductRecallNZ enabling other Authorised Personnel to access and use ProductRecallNZ;
- c) Is solely responsible for creating, altering or deleting usernames and passwords enabling other Authorised Personnel to access and use ProductRecallNZ (including where Authorised Personnel are replaced or such usernames or passwords are forgotten);
- d) Assigns appropriate roles and levels of access to Your Authorised Personnel; and
- e) Notifies GS1 of any change to the details of any Authorised Personnel .

3.6. You must immediately advise GS1:

- a) Of any change in Your location, email or postal address detailed in the Registration Form completed by You;
- b) If any of the Authorised Personnel ceases to be an employee or to act in the capacity as an Authorised Personnel, of details of a replacement Authorised Personnel (including the name, address, phone number and email address of the replacement Authorised Personnel and the Authorised Personnel position they are to hold); and
- c) Update any information relating to such change in Your location, email, postal address or Authorised Personnel on the appropriate areas in ProductRecallNZ.

GS1 New Zealand Membership

- 4.1. GS1 is a membership based organisation. Licensee Members or Right to Use Holders of GS1 as defined in the Rules of GS1 New Zealand Inc are entitled to additional Member benefits.
- 4.2. If you are a current and financial licensee member or Right to Use Holder of GS1, You acknowledge that You remain subject to the terms and conditions of your GS1 Registration Agreement in addition to the terms of this Agreement.

Fees and payment

- 5.1. Expressions set out in italics in this clause 5 bear the same meaning as those expressions in the GST Act.
- 5.2. You warrant that all information provided by You to GS1 in respect of its calculation of the Fees payable by You is complete, accurate and up to date. If requested by GS1, You must provide up to date information for the purposes of the calculation of the Fees payable by You. GS1 may increase the Fees payable by You where any up to date information warrants such increase.
- 5.3. You must pay GS1 the Fees.
- 5.4. GS1 will issue invoices for the Fees to You from time to time. You must pay those invoices by 20th of the following month. Payment may be made by cheque, electronic funds transfer to GS1's nominated bank account, credit card or agreed direct debit authority. An administration surcharge may apply to credit card payments at GS1's option. All invoices will be issued as *tax invoices* for GST purposes.
- 5.5. If you fail to pay the Fees on the due date for payment:
 - a) GS1 may suspend or terminate Your access to, and use of, ProductRecallNZ in accordance with clauses 2.10 and 10;
 - b) For Default and Consequences of Default refer to Clause 7 within GS1 New Zealand Terms and Conditions of Trade, available on the GS1 New Zealand website.

- 5.6. To the extent that a party makes a *taxable supply* in connection with this contract, except where express provision is made to the contrary, and subject to this clause, the *consideration* payable by a party under this contract represents the *value* of the *taxable supply* for which payment is to be made.
- 5.7. Subject to the delivery of a *tax invoice*, if a party makes a *taxable supply* in connection with this contract for a *consideration* which, under the preceding clause represents its *open market value*, then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the *open market value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.
- 5.8. A party's right to payment under the preceding clause is subject to a valid *tax invoice* being delivered to the party liable to pay for the *taxable supply*.
- 5.9. For clarity, unless expressly stated to the contrary, the amount of the Fees payable by You are exclusive of GST and You must pay GST in addition to the Fees.

Use of GS1 ProductRecallNZ and indemnities

- 6.1. In respect of Your use of ProductRecallNZ, You must:
- a) Comply with all applicable laws (including the New Zealand Consumer Law);
 - b) Promptly comply with all reasonable directions given by GS1;
 - c) Comply with all Instructions for Use;
 - d) Ensure that all personnel utilising ProductRecallNZ (including all Authorised Personnel) are adequately trained in the use of ProductRecallNZ and are familiar with, and comply with, all Instructions for Use and the terms of this contract;
 - e) Ensure that all Content is, and remains, accurate and up to date;
 - f) Provide Content in such form (including electronic format), and comply with any standards for the formatting or provision of Content, as is required by GS1 from time to time;
 - g) Use ProductRecallNZ strictly in accordance with this contract and for the purposes contemplated by this contract;
 - h) Not tamper with or otherwise modify ProductRecallNZ;
 - i) Take reasonable precautions to protect the security, privacy and confidentiality of ProductRecallNZ;
 - j) Take all reasonable precautions not to post, send or otherwise make available through ProductRecallNZ any material that contains any virus, trojan, worm or similar deleterious program that may damage or interfere with the operation of ProductRecallNZ or the computer system of GS1 or any third party user of ProductRecallNZ;

- k) Not post, send or otherwise make available through ProductRecallNZ any material that:
 - i. Infringes GS1's, or any third party's, intellectual property rights;
 - ii. Is defamatory, harassing or obscene;
 - iii. Is illegal, fraudulent, misleading or deceptive; or
 - iv. Is classified by GS1, in its sole discretion, as inappropriate for inclusion on ProductRecallNZ;
- l) Provide to GS1 any information which it reasonably requires for the purposes of the operation of ProductRecallNZ and ensure that this information is both accurate and complete and is delivered to GS1 in a timely manner;
- m) Not breach or attempt to breach the security of ProductRecallNZ; and
- n) Not interfere with the normal operation of ProductRecallNZ.

6.2. GS1 agrees to:

- a) Comply with all applicable laws applying to it in respect of the operation of ProductRecallNZ; and
- b) Take reasonable precautions to maintain the security of ProductRecallNZ.

6.3. You agree to indemnify GS1 and keep it indemnified against any liability, loss, cost or damage which GS1 suffers or incurs arising out of or in connection with:

- a) A breach of this contract by You;
- b) Any claim against GS1 by a third party relating to, or arising out of, Your use of ProductRecallNZ;
- c) Any access to, or use of, ProductRecall^{NZ} by any employee, contractor, agent or associate of You;
- d) Any claim by a third party that any Content infringes the intellectual property rights of that third party;
- e) Any failure by You to comply with any Instructions for Use; and
- f) Without limiting the foregoing, any error, inaccuracy, omission, defect, lack of completeness, misrepresentation or other imperfection in respect of any Content or of any Notification generated by You.

Liability

7.1. To the maximum extent permitted by law:

- a) All terms, conditions and warranties which would otherwise be implied in this contract are excluded; and

- b) Where any implied term may not be excluded, GS1 limits its liability for breach of that term (at GS1's option) to:
- i. If the breach relates to services:
 - A. The resupplying of the services again; or
 - B. Payment of the cost of having the services supplied again; and
 - ii. If the breach relates to goods:
 - A. The replacement of the goods or the supply of equivalent goods;
 - B. The repair of the goods;
 - C. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - D. The payment of the cost of having the goods repaired.
- 7.2. Without limiting clause 7.1, GS1 does not warrant that ProductRecallNZ will be available at or for any particular time or that it will be free from error or interruption. You agree that You must maintain a procedure for conducting Recalls and Withdrawals that assumes a lack of access to ProductRecallNZ to apply in the event of any lack of availability or failure of ProductRecallNZ
- 7.3. To the maximum extent permitted by law, You agree that GS1 shall not be liable to You for any loss, cost, expense, liability or damage ("Loss") (whether arising in negligence, breach of contract, breach of any other law or otherwise) arising from:
- a) This contract;
 - b) Your failure to access or use ProductRecallNZ in accordance with any Instructions for Use;
 - c) Your use of, or reliance on, ProductRecallNZ;
 - d) Any failure by GS1 to provide all or part of ProductRecallNZ;
 - e) Any failure to deliver any Notification;
 - f) Any failure by any third party to take action in respect of any Recall or Withdrawal, including upon receipt of any Notification; or
 - g) Any support services, documentation or other products or services provided to You by GS1 in respect of Your use of ProductRecallNZ.
- 7.4. You agree that GS1 shall not be liable to You for any direct, indirect or consequential Loss (including loss or corruption of data, loss of any contract, loss of any business revenue, loss of profits, failure to realise expected profits or savings or any other commercial loss or economic loss of any kind).
- 7.5. You acknowledge that GS1 is not responsible for monitoring the conduct of any Recall or Withdrawal, verifying any Content or any information provided by any

third party via ProductRecallNZ or confirming the content, delivery or receipt of any Notification.

- 7.6. GS1 does not warrant that the entitlement to use, or use of, ProductRecallNZ satisfies all or any legal or statutory obligations, standards or laws (“Obligations”) including any Obligations referred to in the New Zealand Food Law or the New Zealand Consumer Law . Without limiting the foregoing, GS1 does not warrant that any Notification will successfully be delivered to any person or organisation including to any authority whatsoever nor that any such Notification will satisfy any Obligations.
- 7.7. You acknowledge that ProductRecallNZ may be provided to assist You in the conduct of business (or activities) which may include use as a system for conducting Recalls and Withdrawals and complying with Obligations but that it is not designed or intended to ensure or guarantee such performance or compliance. You acknowledge and agree that You remain solely liable and responsible for Your business activities and performance and for compliance with Obligations and that You will not make any claim, nor take any action, against GS1 in respect of any Loss suffered by You as a result of any non-compliance by You with any Obligation or failure to adequately conduct or perform any business activity, including any Recall or Withdrawal. Without limiting the foregoing, You acknowledge that it is Your sole responsibility to ensure compliance with all Obligations and You agree to take all such reasonable steps as are required to ensure such compliance by means in addition to the use of ProductRecallNZ.
- 7.8. You acknowledge and agree that the Fees charged by GS1 are determined by GS1:
- a) With a view to making ProductRecallNZ accessible for use by persons rather than with the primary motivation of deriving profit; and
 - b) On the assumption that the exclusions and limits on liability and the indemnities and releases from liability granted by You pursuant to this contract are, and will remain, enforceable against You,

And You agree that the exclusions and limits on liability and the indemnities and releases from liability set out in this contract are fair and reasonable.

Intellectual Property

- 8.1. Unless otherwise expressly provided in this document, You agree that all intellectual property rights in and to ProductRecallNZ are owned by GS1 or its licensors.
- 8.2. You warrant to GS1 that You own, or are entitled to use, the intellectual property rights in all Content and that You have the right to grant GS1 the licence referred to in clause 8.3.
- 8.3. You grant GS1 a non-exclusive, perpetual, irrevocable and royalty free licence to use, reproduce and adapt the Content for the purposes of:
- a) Providing and operating ProductRecallNZ;

- b) Making the Content available to any third parties in connection with their use and/or Your use of ProductRecallNZ;
- c) Complying with its obligations under this contract; and
- d) Carrying out any action reasonably contemplated by this contract.

Privacy, Confidentiality and security

- 9.1. GS1's commitment to privacy is set out in the "Privacy Statement" available at the GS1 Website (by clicking "Privacy"). You acknowledge that You have read and understood the Privacy Statement and consent to the collection, use and disclosure of personal information in accordance with the Privacy Statement.
- 9.2. You acknowledge that the operation of ProductRecallNZ involves the transfer of data to, and storage of data in, countries other than New Zealand. Such data may include Personal Information. You consent and agree to such transfer and storage.
- 9.3. Where You are an individual, You understand and agree to GS1 obtaining, using and disclosing Personal Information about You on the terms and for the purposes set out in the GS1 Privacy Statement and for the purposes of providing You with the services contemplated by this contract and the Instructions for Use.
- 9.4. Where You are not an individual, You warrant that You have obtained all necessary consents and authorisations from any person whose Personal Information is provided by You to GS1 (including Personal Information relating to Authorised Personnel) for the use by GS1 of that Personal Information for the purposes of providing and operating ProductRecallNZ and otherwise in the manner contemplated by the Privacy Statement, this contract and the Instructions for Use.
- 9.5. Each party ("**Recipient**") must use reasonable endeavours to keep the confidential information of the other party ("**Discloser**") confidential, safe and secure and not disclose it to any person other than:
 - a) For the purposes contemplated by this contract;
 - b) To the Recipient's agents, advisors, contractors and personnel who have a need to know, provided they are subject to an obligation to keep the confidential information confidential; or
 - c) Where required to do so by law.
- 9.6. Save as otherwise provided in, or contemplated by, this contract, the Recipient will use the confidential information of the Discloser solely for the purpose of using or operating ProductRecallNZ in the manner contemplated by this contract.
- 9.7. You must not disclose Your Login details to any person other than Your Authorised Personnel who have a need to know for the purposes of You accessing and using ProductRecallNZ in the manner contemplated by this contract.

- 9.8. In this clause 9, “**confidential information**” means trade secrets, ideas, know-how, concepts, processes, data, plans, materials, product development and other information, regardless of its form, that the Recipient knows, or ought reasonably know, is required by the Discloser to be treated as confidential information.
- 9.9. Confidential information does not include any information that is:
- a) Public knowledge at the time it is supplied to the Recipient, or becomes public knowledge subsequently other than through breach of an obligation of confidence;
 - b) Information that the Discloser ought reasonably know is intended to be disclosed in the course of the Discloser’s, or any other person’s, use of ProductRecallNZ (including Content and Notifications); or
 - c) In the Recipient’s lawful possession prior to it being supplied to Recipient.

Term and termination

- 10.1. This contract commences on the first to occur of:
- GS1 advising You of acceptance of Your Registration Form;
- a) You accepting the terms of the Contract during access to the ProductRecallNZ Website; or
 - b) You accessing or using ProductRecallNZ,
 - c) And continues, subject to payment by You of the applicable Fees, until terminated in accordance with this contract or otherwise in accordance with law.
- 10.2. Either party may terminate this contract by written notice to the other party if:
- a) The other party breaches any term of this contract and does not remedy it within 14 calendar days after receipt of notice requiring it to do so; or
 - b) The other party becomes insolvent, has a controller or receiver appointed, enters into liquidation, provisional liquidation or administration, is subject to an arrangement for protection from its creditors, fails to comply with a statutory demand, it is otherwise unable to pay its debts when they fall due or something having a similar effect to the foregoing happens in connection with the party.
- 10.3. Either party may terminate this contract at any time, without cause, by giving no less than 30 calendar days notice in writing to the other party.
- 10.4. GS1 may immediately suspend your use of ProductRecallNZ or terminate this contract by notice to you if:
- a) You breach any of the provisions of clause 6.1; or
 - b) You fail to pay any amount payable to GS1 pursuant to this contract on the due date for payment.

- 10.5. Termination of this contract in accordance with this clause or any other provision of this contract or otherwise in accordance with law shall not affect any accrued right or remedy of either party.

General

- 11.1. The parties are independent contractors. Nothing in this contract makes a party an agent, partner or joint venturer of the other.
- 11.2. You may not assign this contract without GS1's prior written consent.
- 11.3. This contract is the entire agreement between the parties concerning its subject matter.
- 11.4. An obligation of a party (other than an obligation to pay money) is suspended to the extent the party is prevented from performing that obligation because of an event beyond its reasonable control.
- 11.5. This contract is governed by New Zealand law. By agreeing to the terms and conditions of this Agreement You are submitting to the exclusive jurisdiction of the courts of New Zealand for determining any dispute concerning this Agreement.

Definitions

- 12.1. In this contract the following words have these meanings unless a contrary intention appears:

Authorised Approver means any person nominated by You as the "Authorised Approver" or advised to GS1 pursuant to clause 3.6(b).

Authorised Initiator means any person nominated by You as the "Authorised Initiator" or advised to GS1 pursuant to clause 3.6(b).

Authorised Personnel means the Primary Contact, Authorised Initiator, Authorised Approver and Authorised Receiver.

Authorised Receiver means any person nominated by You as the "Authorised Receiver" or advised to GS1 pursuant to clause 3.6(b).

Business Hours means 9.00am to 5.00pm (NZST) on a day which is not a Saturday, Sunday or public holiday in New Zealand.

Content means the data, text, information and other materials provided by You to GS1 (or directly to ProductRecallNZ) for the purposes of publication on, or use in relation to, ProductRecallNZ.

Fees mean GS1's fees for the use of and access to ProductRecallNZ, as published by it from time to time, including on the GS1 Website.

GS1 means GS1 New Zealand Limited.

GS1 Website means the website maintained by GS1 at: www.gs1NZ.org or such other website or websites as are maintained by GS1 for the purposes of providing ProductRecallNZ.

GST means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985

GST Act means the Goods and Services Tax Act 1985

Instructions for Use means any instructions, user documentation and other directions for use of ProductRecallNZ made available by GS1 to You (including any instructions relating to ProductRecallNZ published on the GS1 Website);

Login has the meaning given in clause 2.2.

Notifications means email or other electronic notifications sent by ProductRecallNZ to any person providing any information, request or notification in respect of a Recall or Withdrawal initiated by a ProductRecallNZ user.

New Zealand Consumer Law includes all that legislation presently in force but to be replaced or enhanced by the Consumer Law Reform Bill, and once passed into law, the then new Fair Trading Act and any other law made by the Consumer Law Reform Bill.

New Zealand Food Law includes the Food Act 1981, Animal Products Act 1999, Agricultural Compounds and Veterinary Medicines Act 1997 and the Wine Act 2003 and, where appropriate, the Australian New Zealand Food Standards Code.

Obligations has the meaning given in clause 7.6.

Personal Information has the meaning given in the *Privacy Act 1993*.

Primary Contact means the person nominated by You as the “Primary Contact” in the Registration Form or advised to GS1 pursuant to clause 3.6(b).

Recall means an action taken by a person or organisation to remove from distribution, sale and/or consumption or use, any good or service due to a possible health and/or safety risk to consumers;

ProductRecallNZ means the on-line service for assisting in communicating and managing Recalls and Withdrawals operated by GS1 via the GS1 Website.

Registration Form means the registration form utilised for applying for, or accepting an invitation in respect of, access to ProductRecallNZ in the format determined by GS1 from time to time.

Waiting Period means the period commencing on the date GS1 notifies You of its acceptance of your Registration Form (“**Acceptance Date**”) and ending on the later of:

- a) the date eight weeks after the Acceptance Date; and
- b) the date of payment by You of the Fees payable by You, as notified to You by GS1, following GS1’s acceptance of Your Registration Form;

Withdrawal means an action taken by a person or organisation to remove from distribution, sale and/or consumption or use, any good or service due to reasons other than a possible health and/or safety risk to consumers;

You means the entity whose details are set out in the Registration Form (and “Your” has a corresponding meaning).

Interpretation

13.1 In this contract, unless the context requires otherwise:

- a) Headings are for convenience and do not affect interpretation;
- b) The singular includes the plural and vice versa;
- c) Words denoting any gender include all genders;
- d) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- e) A reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure of this contract;
- f) A reference to this contract includes any schedules or annexures;
- g) A reference to any document or agreement includes reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- h) A reference to "\$", "\$NZ" or "dollar" is a reference to New Zealand currency;
- i) A reference to a time or date in connection with the performance of an obligation is a reference to the time or date in New Zealand or other place where that obligation is to be performed;
- j) A reference to a party includes its executors, administrators, successors and permitted assigns;
- k) Words and expressions denoting natural persons include bodies corporate, partnerships, associations, governments and governmental authorities and agencies and vice versa;
- l) A reference to any legislation, statutory instrument or regulation shall be construed in accordance with the *Interpretation Act 1999* and includes that legislation as amended from time to time; and
- m) “Include”, “includes” and “including” are not words of limitation.