

Terms of Use for the GTS Standard

Version: 2026-01



§ 1 Scope of application

1. All services and supplies rendered by **Global Textile Scheme GmbH** of Kasernenstr. 67, 40213 Düsseldorf, Germany (hereinafter referred to as the "Provider" or "GTS"), which are provided to the Client in connection with the **GTS Standard**, are provided exclusively on the basis of this Agreement. Any arrangements at odds with this Agreement shall not apply unless expressly agreed in writing.
2. Only business entities can be a Client within the meaning of this Agreement. For the purposes of this Agreement, these are individuals or legal entities or partnerships with legal capacity who are acting in the exercise of their commercial or independent professional activity when entering into the Agreement with the Provider.

§ 2 Definitions

The following definitions serve to ensure the consistent interpretation and application of these Terms of Use. They offer a binding interpretation of the terms used and are essential to understanding the contractual provisions. The definitions apply in equal measure to all parts of the contract, regardless of whether the terms are used in the singular or plural:

GTS Standard: A data-based classification system that enables participating companies to convey information about textile product data consistently and unambiguously to assure a common understanding through semantic mapping across the entire value chain, from material to recycling (End2End).

Mapping: Mapping entails aligning company-specific terminology used by the participating companies to the terms and codes defined in the GTS Standard. All data is uniquely allocated to a corresponding GTS Code. This ensures that data remains identifiable without ambiguity despite any terminological discrepancies between the companies involved, and that communication takes place consistently and without loss of meaning on the basis of a common standard.

GTS L Catalogue: The copyright-protected database that maps and enables the use of the GTS Standard. The database is organised as a hierarchical table. All terms in the GTS L Catalogue are designated using GTS Language and assigned a GTS Code. The Catalogue is provided in an interoperable format, which companies can integrate into appropriate software to facilitate automated mapping. GTS continuously enhances the Catalogue and routinely provides its Clients with the latest versions. Revisions to the Catalogue are the exclusive preserve of GTS to ensure the integrity of the GTS Standard.

GTS Language: The language logic defined by GTS, being part of the GTS L Catalogue and used within the Catalogue to describe data in industry-specific terms that are as natural as possible, that ensures clarity and a common understanding by way of standardised interaction.

GTS Code: A unique 12-digit code being part of the GTS L Catalogue, which uniquely identifies data within the Catalogue.

GTS cat Platform: The cloud-based standard software provided by GTS required to use the GTS L Catalogue.

GTS Keys: The GTS products.

§ 3 Deliverables

1. The subject of the service deliverable associated with the **GTS Standard** under the Proposal of the Provider is
 - a) Full or partial use of the **GTS L Catalogue**, the **GTS Language**, and the **GTS Codes** based on the booked GTS Keys.
 - b) Use of the **GTS cat Platform**(together referred to as the "deliverables")
2. Establishment and maintenance of a data connection between the transfer point specified in Clause 4 (2) and the Client's IT systems do not constitute part of the deliverables.
3. The source code of the **GTS cat Platform** is also not a deliverable.
4. The Provider may avail itself of the assistance of freelancers and subcontractors to provide the services due.

§ 4 Use of the GTS L Catalogue

1. The **GTS-L Catalogue** may be downloaded as a file from the GTS cat Platform and used in accordance with the restrictions on use set out in Clause 8.
2. The **GTS L Catalogue** can be used to facilitate automated mapping in appropriate software applications belonging to the Client.
3. The Provider shall progressively adapt and extend the **GTS L Catalogue** during the term of the Agreement. However, the Client shall have no entitlement to specific improvements or enhancements. The Provider shall make new versions of the **GTS L Catalogue** available free of charge via the **GTS cat Platform**. The Client is under obligation to use the latest version of the **GTS L Catalogue**. The rights of use for obsolete versions shall expire after six months. New versions of the **GTS L Catalogue** also fall within the scope of these Terms of Use.
4. The **GTS L Catalogue** is available in German, English, French, Spanish, and Italian. The Provider may optionally offer additional languages for use of the **GTS L Catalogue**, but shall not be obliged to do so.

§ 5 Use of the GTS cat Platform

1. The scope of the **GTS cat Platform** includes, but is not limited to, enabling the creation, maintenance, and versioning of the **GTS L Catalogue**, the exchange of certificates, the exchange of requirement data by Clients, the storage of product data, a web service, and the provision of an API.
2. The **GTS cat Platform** is accessible by the Client over the Internet using the latest version of a commonly used browser. The transfer point for the **GTS cat Platform** is the router output of the data centre.
3. The Client shall be provided with the necessary storage space for processing the data.
4. The Provider shall back up the data by way of daily backups on a redundant backup system. The backups shall be stored for a maximum of 14 days. Once the retention period has expired, the oldest backup shall be deleted each day. Should a failing on the part of the Client make it neces-

sary to import a backup, the Client shall reimburse the Provider for the time and expenses so incurred.

5. The Provider shall continue to develop and improve the **GTS cat Platform** during the term of the Agreement and, to the extent necessary, also adapt it to any technical changes of relevance to the market (e.g. new versions of browsers and operating systems). However, the Client shall have no entitlement to specific improvements or enhancements of the **GTS cat Platform**. The Provider shall offer the Client functional enhancements to the **GTS cat Platform**, subject to agreement on additional remuneration where appropriate. Any modified, enhanced, or new deliverable components also fall within the scope of these terms and conditions.

6. The Provider shall be entitled to use open source components to the extent that these do not conflict with the intended use of the **GTS cat Platform** envisaged for the Client under these terms and conditions.

§ 6 Onboarding

1. Onboarding shall be conducted by arrangement on the basis of an onboarding introduction document explaining important matters and general frameworks, and containing API descriptions.

For initial queries and an introductory talk by the Admin or by the Client's power users, 4 hours (0.5 of a day) of general induction and Q&A sessions shall be included in the usage fees.

Additional expenses, for example, for further explanation or more detailed organisational or technical clarification, shall be charged by the Provider at a separate daily rate of € 1,280 plus travel expenses, where applicable, and plus applicable statutory Value Added Tax.

2. At the time of onboarding, the Client shall submit an excerpt from the commercial register and international VAT ID details at the Provider's request.

3. The Provider shall grant the Client administration access to the **GTS cat Platform** and assign an appropriately secure initial password to facilitate logging in for the first time. The Client may create any number of user profiles under its administration access point, storing them conscientiously and securely, and preventing access by unauthorised third parties.

4. Should the Client become aware of access by unauthorised third parties, the Client shall be bound to notify the Provider immediately thereof.

§ 7 Availability

1. Adjustments, changes, and supplements to the contractual deliverables and measures serving to determine and remedy malfunctions shall only lead to temporary interruption or impairment of accessibility of the **GTS cat Platform** where absolutely necessary for technical reasons.

2. The Provider shall guarantee an annual average of 99.5% availability of the **GTS cat Platform**. Scheduled and duly announced maintenance work shall not count as downtime. The Provider shall endeavour to give at least 7 days' notice of any maintenance work.

§ 8 Support

1. The Provider shall accept e-mail enquiries from the Client regarding operation of the **GTS cat Platform** and use of the **GTS L Catalogue** on weekdays (Mon-Fri) between 9 a.m. and 5 p.m. CET (unless otherwise agreed in the Proposal) and shall respond promptly wherever possible.

2. Public holidays and the period from 23 December to 6 January shall not count as support periods.

§ 9 Rights of use

1. The Client shall be granted the simple (non-exclusive), non-transferable, revocable right, limited in time to the term of this Agreement, to put the deliverables defined in Clause 2 (1) (**GTS L Catalogue** and **GTS cat Platform**) to their intended use, in keeping with the booked GTS Keys.

2. The intended use of the deliverables includes:

- Use of the **GTS L Catalogue** for mapping purposes
- Use of the features of the **GTS cat Platform**

The Client shall be entitled to use the deliverables for its own purposes in its own business operations in accordance with their intended use.

3. Any use of the deliverables above and beyond their intended use as defined in these terms and conditions is strictly prohibited. In particular, the Client shall not:

- a) hand over the deliverables, suffer their use, or otherwise make them accessible to any third party. Third parties shall also include affiliated companies. This provision prohibiting access shall not apply to Service Providers commissioned by the Client to enable the intended use of the deliverables for the Client, and to whom the Client grants no rights of its own to the deliverables;
- b) reproduce, except by downloading, the **GTS L Catalogue** file from the **GTS cat Platform** and transfer the **GTS L Catalogue** to Service Providers commissioned by the Client to facilitate mapping for the Client;
- c) edit, extend, or otherwise change the content;
- d) distribute, sell, market, or otherwise commercially exploit, nor rent or lend;
- e) publish, disclose in the public domain, or publicly reproduce;
- f) use for purposes of machine learning, training, development, validation, or operation of artificial intelligence systems or similar automated or autonomous systems;
- g) use for any form of automated retrieval, extraction, scraping, crawling, indexing, aggregation or other systematic analysis, regardless of whether this is performed by software, scripts, bots or other technical resources.

4. The Provider shall be entitled to revoke, in whole or in part, the rights of use granted for the affected deliverables should the Client culpably violate any of the aforementioned restrictions on use to any significant extent. Before revoking any rights of use, the Client shall be warned in writing and requested to cease forthwith; the Client may remedy the infringement within a reasonable period of time. In the absence of redress within such period and pending due notice of cancellation, the right-of-use assets in question shall be withdrawn, and the Client shall delete any and all copies, reproductions, adaptations, or derivative materials it has created without further delay. Other legal claims and entitlements, in particular to injunctive relief, damages, and penalties for breach of contract, shall remain notwithstanding.

5. The Client shall also grant the Provider a simple right of use, indefinite in regard of time, space, and content, to all legally protected constituent parts which it contributes to the deliverables or technically connects with them (prior property rights). This includes, in particular, the right to

edit, commercially exploit, publish, and pass on such constituent parts to third parties. Notwithstanding the conferral of such rights, the Client shall retain sole ownership of its respective prior proprietary rights. In all other respects, the incorporation and use of prior proprietary rights in the Services shall not unduly affect the ownership situation or encroach on the rights of the parties to their respective protected subject matter.

6. The Client shall refrain from asserting any rights to results produced by the Provider at the Client's behest.

§ 10 Duties of the Client

1. The Client undertakes not to use the deliverables in any way that is unlawful or violates the law, regulatory requirements, or third-party rights.
2. The Client shall be obliged to prevent unauthorised access by third parties to the deliverables by taking appropriate precautions. To this end, the Client shall, to the extent necessary, instruct its employees to comply with copyright law.
3. Notwithstanding the Provider's obligation to back up data, the Client itself shall be responsible for entering and maintaining its data and information required to use the Services, unless expressly agreed otherwise with the Provider.
4. The Client shall observe the minimum technical requirements for the use of the deliverables specified by the Provider as well as the respective specifications regarding the necessary data structure and data quality (in particular with regard to the format, arrangement, designation, accuracy, currency, and consistency of the data).
5. When mapping, the Client shall verify the assignment of data and the accuracy of the output.
6. The Client shall be obliged to check its data and information for viruses or other harmful components before entry and to use standard anti-virus programmes for this purpose.
7. In the event of disruptions, functional failures, or impairments of the Services, the Client shall be obliged to notify the Provider immediately and in as precise a manner as possible.

§ 11 Remuneration

1. For the use of the deliverables, the Client undertakes to pay the remuneration agreed in the Proposal.
2. Payments shall be due no later than 10 days following receipt of invoice.
3. All price quotations and agreements are denominated in euros and do not include the statutory value-added tax applicable at the time the service is provided.
4. The Provider shall be entitled to increase the remuneration at most once a year, subject to the serving of three months' written notice, albeit at the earliest 12 months following entry into the Agreement. Where the increase exceeds 10%, the Client shall be entitled to serve notice of termination of the rental contract within six weeks of receiving the announcement of the increase.
5. For further services (e.g. onboarding), the Provider may recommend a suitable service provider to the Client.
6. Should the Client be in arrears with payment for at least two consecutive monthly instalments, or to an amount representing two or more monthly instalments, the Provider shall be entitled to disable access to the deliverables, assuming that the Client has been requested to settle payment within a period of at least seven calendar days and no such payment has not been remitted within said period. The obligation of the Client to settle payment shall remain notwithstanding.
7. Should payment still remain outstanding after access has been disabled and a second request for payment with a term of at least 7 calendar days has been issued, the Provider shall be entitled to terminate the Agreement for good cause. Upon termination taking effect, any outstanding remuneration due up to the regular end of the agreed minimum contract term shall become payable immediately. However, the Client may submit documentary evidence proving that the Provider has suffered less significant or no damage as a result of premature termination of the Agreement, in which case the amount due shall be scaled down accordingly.

§ 12 Warranty/Liability

1. In the event of material defects, the Provider shall, at its discretion, either provide the Client with a new, defect-free version of the deliverables or remedy the defect within a reasonable period of time.
2. The Provider may point out to the Client reasonable ways to avoid the impact of the defect (workaround). A workaround may extend the reasonable period for remedying the defect.
3. The Provider shall be entitled to make rectification of defects dependent on the Client not being in arrears with payment of its remuneration.
4. In all cases of contractual and non-contractual liability, the Provider shall pay damages exclusively in accordance with the following limits:
 - a) in the event of malicious intent and gross negligence: no limitation;
 - b) in the event of ordinary negligence, for breach of a material contractual obligation in the amount of the foreseeable damage typical for this type of contract only; the Provider's liability for any and all damages arising in conjunction with the Agreement is limited in cases of ordinary negligence to the amount of the annual remuneration payable within one contract year.
5. The Provider shall not be obliged to check data, certificates etc., provided by the Client for accuracy or for compliance with applicable law. Accordingly, the Provider shall assume no liability for these. The Provider shall also not be liable for user errors on the part of the Client (e.g. incomplete downloads or downloads of incorrect data).
6. The Provider shall not be liable for the allocation of data during mapping.
7. The Client shall be liable for the accuracy of the product data it provides to the Provider and other users of the services who use the product data. The Client is advised to document the status of product data, both provided and received, as supporting evidence.
8. The limitations of liability as per the above clauses shall not apply in cases of liability for personal injury and bodily harm or in cases of liability under the German Product Liability Act.

§ 13 Force majeure

1. The Provider shall be released from its duty to perform under this Agreement insofar as the non-performance of Services be due to the occurrence of circumstances of force majeure after the Agreement has been entered into.

2. Circumstances of force majeure shall include, for example, war, strikes, riots, pandemics, expropriations, cardinal changes in the law, storms, floods, and other natural disasters, as well as other circumstances for which the Provider is not responsible, in particular, water ingress, power failures and interruptions, or destruction of data-carrying lines or infrastructure.
3. Each Party hereto shall immediately notify the other Party in writing of the occurrence of a force majeure event.



§ 14 Term and termination

1. The Agreement shall enter into force and effect upon provision of the deliverables by the Provider and, depending on the Proposal, may have a minimum term. It shall continue thereafter for an indefinite period and may be terminated by either party by serving three months' notice to the end of the calendar year, albeit no sooner than after the end of the minimum term, unless agreed otherwise in the Proposal. Partial terminations (reduction in GTS Key scope) may be made subject to these terms and periods of service.
2. The right of the parties to extraordinary termination for good cause shall remain notwithstanding. Good cause for extraordinary termination shall exist in particular where
 - a party repeatedly breaches material contractual obligations under this Agreement despite a warning;
 - a party commits an act of tort in connection with this Agreement;
 - one of the parties ceases business operations in whole or in part, and a direct legal successor fails to ensure continued operation.
 - the Client fails to remit payment even after access has been disabled pursuant to clause 10 (6), and a renewed request for settlement has been issued with a term of at least 7 calendar days.
3. Notice of termination must be served in textual form.
4. Booked GTS Keys may be extended at any time during the term of this offer, whereupon these shall become part of the contract and the minimum contract terms and notice periods agreed in Para. 1 shall apply from the date of extension. The contractual rights of use of the Client shall lapse when the Agreement ends.
5. The Client shall have the option to export its data at any time via the corresponding function within the Software. The data shall be erased permanently by the Provider after the Agreement ends. The Client shall have no entitlement to continue using the GTS cat Platform after the Agreement ends. The GTS L Catalogue may no longer be used for mapping as of this point in time.

§ 15 Privacy

1. Both parties shall comply with the applicable provisions of data protection law, in particular those applicable in Germany, and shall oblige their employees deployed in connection with the contract to observe data secrecy insofar as they are not already under a general obligation to do so.
2. Where the Client collects, processes, or uses personal data, it warrants that it is entitled to do so in accordance with the applicable provisions of data protection law and, in the event of a breach, shall indemnify the Provider against third-party claims. To the extent necessary, the parties shall enter into a contract for the contracted-out processing of data.

§ 16 Confidentiality

1. The parties undertake to treat all confidential information to which they have gained access in the course of using the Software as strictly confidential and not to make it available to any third party unless this is expressly permitted under this contract or is absolutely necessary for using the Software in accordance with the Agreement. The parties shall treat the confidential information with the same care that they apply to their own equally confidential information, albeit as a minimum, with the diligence of a prudent businessperson.
2. All the Client's transmitted data and information concerning the technical structure of the Software shall be deemed "confidential".
3. Information shall not be deemed confidential
 - where the receiving party has demonstrably received or is receiving it from third parties who are not bound by restrictions on the use and disclosure of such information;
 - where it can be shown to have already been generally known at the time of acquisition or subsequently became generally known without any breach of this confidentiality obligation on the part of the receiving party;
 - where it can be shown to have been independently developed by the receiving party before knowledge was obtained
4. The receiving party undertakes to take all appropriate precautions to ensure confidentiality. In particular, it undertakes to oblige, in writing, its employees and other persons or third parties authorised to use the Software (in particular service providers) to maintain confidentiality. Employees will only disclose confidential information as defined in this Agreement to other employees if they need to know it in order to work together ("need-to-know"). The receiving party shall be responsible for any breach of the confidentiality obligation on the part of its employees and all persons and third parties to whom it has given rights of use for purposes of proper collaboration.
5. The confidentiality obligation shall remain in force and effect for an unlimited period after the Agreement ends.

§ 17 Applicable law & Place of jurisprudence

These terms and conditions shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. For disputes arising from this Agreement, the exclusive place of jurisdiction shall be the place in which the Provider has its registered office.

§ 18 Miscellaneous

1. Oral collateral agreements have not been entered into. Amendments, supplements, and additions to this Agreement shall only be valid where agreed in writing between the parties hereto. This shall also apply to the amendment of the written form clause itself.
2. Should any provision of this Agreement be or become invalid, the validity of the Agreement in all other respects shall remain notwithstanding. The place of the invalid provision shall be taken by statutory provisions.