

The following terms and conditions apply to the Membership of GS1 South Africa and the Licence to use the GS1 System and numbers granted by GS1 South Africa to the Member. Use of GS1 Numbers constitutes agreement by the Member to these Terms and Conditions. Failure to observe and abide by these terms and conditions may lead to termination of the Membership and the Licence.

As GS1 South Africa is operating as a company under CGCSA, the following general terms and conditions apply to GS1 membership.

General Terms and Conditions

1. Application

These General Terms and Conditions are applicable to all CGCSA Members and Initiative Members (GS1, CGCRI and FSI).

2. Compliance with General Terms and Conditions

2.1. Each Member shall comply with the General Terms and Conditions.

2.2. In particular, each Member must:

2.2.1. comply with all applicable laws and regulations (including but not limited to the Consumer Protection Act);

2.2.2. promptly comply with all reasonable directions given by CGCSA and/or the particular Initiative;

2.2.3. comply with all Instructions for use of the Services;

2.2.4. ensure that all personnel utilising the Services (including all authorised personnel) are adequately trained in the use of the Services and are familiar with, and comply with, all instructions for use and these Terms and Conditions;

2.2.5. provide content in such form (including electronic format), and comply with any standards for the formatting or provision of content, as is required by CGCSA and/or the particular Initiative from time to time;

2.2.6. use the Services strictly in accordance with these Terms and Conditions and for the purposes contemplated by these Terms and Conditions;

2.2.7. not tamper with or otherwise modify the Services;

2.2.8. take reasonable precautions to protect the security, privacy and confidentiality of the Services;

2.2.9. take all reasonable precautions not to post, send or otherwise make available through the Services any material that contains any virus, Trojan, worm or similar deleterious program that may damage or interfere with the operation of the Services or the computer system of CGCSA and/or the particular Initiative or any third party user of the Services;

2.2.10. not post, send or otherwise make available any material that:

2.2.10.1. infringes CGCSA and/or the particular Initiative's Intellectual Property, or any third parties' intellectual property rights;

2.2.10.2. is defamatory, harassing or obscene;

2.2.10.3. damages CGCSA and/or the particular Initiative's brand or reputation;

2.2.10.4. is illegal, fraudulent, misleading or deceptive; and/or

2.2.10.5. is classified by CGCSA and/or the Initiative, in its sole discretion, as inappropriate for inclusion on the Services;

2.2.11. provide to CGCSA and/or the particular Initiative any information which it reasonably requires for the purposes of the operation of the Services and ensure that this information is both accurate and complete and is delivered to CGCSA and/or the Initiative in a timely manner;

2.2.12. not breach or attempt to breach the security of a Service; and

2.2.13. not interfere with the normal operation of a Service.

3. Members conduct

Members will not at any time be a party to any act or matter whereby CGCSA and/or the Initiative's goodwill, trade or business may be prejudicially affected or brought into disrepute.

4. Variation of Terms and Conditions

CGCSA has the sole right to vary these Terms and Conditions at any time. Any such variation notified by CGCSA and/or the particular Initiative shall take effect immediately (unless a later date is specified in the notice), provided that CGCSA and/or the Initiative provides no less than 30 Business Days' notice of the variation by:

4.1. notice addressed to the primary contact at the address or email address detailed in the Application Form; or

4.2. posting details of the change on the Website, provided that, if the Member utilises a Service following delivery or posting of any such notice, the Member will be deemed to have accepted the Terms and Conditions as varied.

5. Use of Intellectual Property

5.1. Members must recognise CGCSA and/or the Initiative's title in respect of all its Intellectual Property and shall not at any time deal, sell, distribute or copy any of CGCSA and/or the Initiative's Intellectual Property or related Intellectual Property.

5.2. Members are entitled to use Intellectual Property and the related specific content thereon.

5.3. Members shall not misuse CGCSA and/or the Initiative's supplied information and shall recognise CGCSA and/or the Initiative's title to Intellectual Property and all related Intellectual Property and shall not at any time do or suffer to be done any act or anything which may in any way impair their rights in any related Intellectual Property.

5.4. Subject to the CGCSA annual general meeting, where Members are permitted to voice any concerns in respect of any CGCSA terms and policies (including but not limited to these Terms and Conditions), Members shall not at any time directly or indirectly challenge, call into question or raise any questions concerning the validity of information supplied by CGCSA and/or the Initiative's or its related Intellectual Property.

6. Intellectual Property Infringement

6.1. In the event that it comes to a Members' notice that there is an infringement or suspected infringement of the Intellectual Property, the Member will promptly notify CGCSA and/or the applicable Initiative in writing. CGCSA and/or the Initiative will have control over any steps CGCSA and/or the Initiative may wish to take in relation to the suspected infringement and all such steps shall be at CGCSA and/or the Initiative's cost.

6.2. Members will provide such information and assistance in respect of suspected infringement as CGCSA and/or the Initiative reasonably requests.

7. Use CGCSA and/or the Initiative's Trade Marks For Marketing /Promotion

7.1. CGCSA and/or the particular Initiative recognise that in the marketing and promotion of Products, Members may also wish to use the Trade Marks. Members will only have the right to use the Trade Marks subject to these Terms and Conditions.

7.2. CGCSA and/or the particular Initiative must be given prior written notice of a Member's desire to use any Trade Marks in marketing and/or promotional materials.

7.3. Members may only use the Trade Marks if CGCSA and/or the particular Initiative have given prior written approval (which approval may be granted or withheld in CGCSA and/or the Initiative's sole discretion). Members will submit samples of the proposed marketing and promotional materials to CGCSA and/or the particular Initiative for approval at least 15 Business Days prior to the intended date of use. CGCSA and/or the particular Initiative may waive these approval requirements in any particular instance should they choose to do so.

7.4. If Members are permitted to use the Trade Marks for marketing and promotional materials, Members must ensure that the Trade Marks are used strictly in accordance with any directions and/or conditions prescribed by CGCSA and/or the particular Initiative. Furthermore, the use thereof shall remain subject to these Terms and Conditions.

8. Privacy, Processing of Information and Security

8.1. A Member's privacy is very important to CGCSA and the Initiatives and CGCSA and the Initiatives will use reasonable efforts in order to ensure that any information, including personal information, provided by the Member, or which is collected from the Member, is stored in a secure manner.

8.2. The Member agrees to give (where applicable) honest, accurate and current information about the Member to CGCSA and to maintain and update such information.

8.3. The information collected may include the following:

8.3.1. information collected from "cookies" (as more fully explained below);

8.3.2. information collected when members register on the Website and/or complete an Application Form; and/or

8.3.3. any other information submitted by a Member during the period of Membership.

8.4. The Website makes use of "cookies". A cookie is a small piece of data that is stored by a Member's internet browser on its computer. Cookies are used to provide information about Member's preferences on the Website so that CGCSA and/or the Initiatives can provide Members with better, more customised content and service in the future when Members return to the Website. The only personal information a cookie can contain is information a Member supplies and it cannot read information off of a Member's hard drive. Members can set their browser to notify them when they are going to be sent a cookie, giving Members the opportunity to decide whether or not to accept it. Notwithstanding the above, a Member may browse the Website, or portions thereof, which are open to public viewing, anonymously.

8.5. The information collected by CGCSA and the Initiatives may be used for the following reasons:

8.5.1. to inform Members of, and provide products and Services to, Members;

8.5.2. to develop products and Services for Members;

8.5.3. to procure raw materials, goods and Services for Members;

8.5.4. to respond to enquiries by Members;

8.5.5. to personalise a Member's experience on the Website;

8.5.6. to improve the Website;

8.5.7. to improve the Services to Members;

8.5.8. to issue GS1 GTINs;

8.5.9. to conduct a product recall;

8.5.10. to process any relevant transactions which a Member may enter into;

8.5.11. to contact the Member directly, in relation to the Services;

8.5.12. to design and print identity cards;

8.5.13. to verify employment history;

8.5.14. to establish an employee database;

8.5.15. to lobby for new legislation or in respect of amendments to draft legislation;

8.5.16. to market any products and/or the Services (as the case may be) to the Member using direct electronic marketing communications, such as emails, smses automated voice messages and/or other similar media;

8.5.17. to send e-mails and other communications (which are not regarded as "spam") to Members;

8.5.18. to administer a contest, promotion, survey or other feature on the Website; and/or

8.5.19. for any reason that furthers the legitimate interests of CGCSA and/or the Initiatives and/or its Members.

8.6. The Member acknowledges that any information supplied to CGCSA and/or the Initiatives in respect of the Services is provided voluntarily.

8.7. By submitting any information to CGCSA and/or the Initiatives in any form and/or requesting the Services the Member further acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by CGCSA and/or the Initiatives under any applicable law in the manner contemplated in clause 8.5 above, which consent shall, in the absence of any reasonable written objection received from the Member, be indefinite and/or for the period required in terms of any applicable law.

8.8. Unless a Member has consented, CGCSA and/or the Initiative do not sell, exchange, transfer, rent or otherwise make available any personal information about the Member (such as name, address, email address, telephone or fax number) to third parties, but do however reserve the right to disclose aggregated information regarding our Members and usage of the Website (such as traffic patterns) to, amongst others, advertisers and suppliers and the Member indemnifies CGCSA and/or the Initiatives from any unintentional disclosures of such information to unauthorized persons.

8.9. CGCSA and/or the Initiative may disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as otherwise required by law.

8.10. CGCSA and/or the Initiative uses industry standard secure socket layer encryption technology to protect Members personal or business information details as the data travels over the Internet. However, there is no 100% secure transmission of data on the Internet given the current state of Internet technology. Therefore CGCSA and/or the Initiative cannot guarantee the absolute security of any information transmitted and each Member hereby indemnifies the CGCSA and/or the Initiatives in respect of all losses suffered by such Member as a result of a security breach when such information is transmitted.

9. Payments, Refunds and Interest

9.1. Payments

Payments made by Members utilising the payment facility on the Website are subject to the following terms and conditions:

9.1.1. payments are to be made within 30 days from the date of invoice, unless otherwise agreed to in writing by CGCSA and/or the relevant Initiative;

9.1.2. payments will be allocated to the relevant account as per the reference provided; all amounts quoted by CGCSA and the Initiatives will be in South African Rand (ZAR) and will be inclusive of VAT;

9.1.3. a Member's payment will be reconciled/allocated to its account within a period of 2 Business Days after the date on which the payment has been received;

9.1.4. CGCSA and/or the relevant Initiative does not accept any liability for a Member's payment that has been rejected/declined or not been allocated to the correct account. It is a Member's responsibility to ensure that –

9.1.4.1. it quotes the correct account and reference numbers;

9.1.4.2. its personal details are correct; and

9.1.4.3. any errors in this regard are rectified timeously and that the correct payment ensues.

9.1.5. CGCSA and/or the relevant Initiative has no duty or obligation to inform a Member that a payment has been rejected/declined.

9.2. Refunds

In circumstances where a Member is entitled to any refund from CGCSA and/or an Initiative, the following terms and conditions shall apply:

9.2.1. a refund request must be made by a Member within 30 Business Days after the date on which the payment was made;

9.2.2. CGCSA and/or the relevant Initiative has the sole discretion in determining whether to approve a refund request;

9.2.3. no refund will be made to a Member if that Member is in arrears; and

9.2.4. all refunds will be made on such terms and conditions as CGCSA and/or the relevant Initiative may prescribe.

9.3. Default Interest and Recovery of Costs and Expenses

9.3.1. Any amount due by a Member to CGCSA shall, unless otherwise agreed, be paid within 60 days of the date of the invoice.

9.3.2. A Member shall be entitled to a 2.5% discount on any invoices paid within 30 days of the date of the invoice.

9.3.3. Any invoice not paid within 60 days from the date of issue shall attract interest at a rate of 6% from the date of the invoice to the date of payment (both inclusive).

9.3.4. CGCSA and/or the Initiatives reserve the right to

9.3.4.1. claim from any Member, full reimbursement for any costs and expenses that CGCSA and/or the Initiative has incurred in the collection of any overdue invoices; and/or

9.3.4.2. institute legal proceedings against any Member for payment of any overdue invoices (including, but not limited to, the right to claim any damages).

10. Confidentiality

Members will always keep confidential and secure, and not exploit or otherwise misuse, any information of CGCSA and/or the Initiatives which is identified as or would reasonably be expected to be, proprietary, confidential or commercially sensitive. Members will only disclose that information to the extent:

10.1. necessary to perform their obligations on a "need-to-know" basis;

10.2. CGCSA and/or the Initiative authorises it in writing; or

10.3. as required by law.

11. Assignment and Sublicenses

Members shall not assign, transfer or sub-license their rights and obligations under these Terms and Conditions.

12. Indemnity

Without prejudice to any rights or remedies available to CGCSA and/or the Initiatives arising from any of the provisions of these Terms and Conditions (CGCSA and/or the particular Initiative being entitled to select which of the rights or remedies it shall exercise), the Member agrees to indemnify CGCSA and/or the particular Initiative and keep it indemnified against all losses which CGCSA and/or the Initiative may suffer or incur arising out of or in connection with:

12.1. a breach of these Terms and Conditions or any of the Member's obligations herein contained;

12.2. any claim against CGCSA and/or the Initiative by a third party relating to, or arising out of, a Member's use of the Services;

12.3. any access to, or use of, the Services by any employee, contractor, agent or associate of a Member;

12.4. the use by a Member of the Website or any payments made via the Website;

12.5. any claim by a third party that any content infringes the intellectual property rights of that third party;

12.6. any failure by a Member to comply with any instructions for use; and

12.7. 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 the Member.

13. Liability

13.1. To the maximum extent permitted by law:

13.1.1. all terms, conditions and warranties which would otherwise be implied in these Terms and Conditions are excluded; and

13.1.2. where any implied term may not be excluded, CGCSA and/or the particular Initiative limits its liability for any breach of that term (at CGCSA and/or the Initiative's option) to:

13.1.2.1. if the breach relates to Services:

13.1.2.1.1. the re-supplying of the services again; or
13.1.2.1.2. payment of the reasonable cost of having the Services supplied again; and
13.1.2.2. if the breach relates to goods:
13.1.2.2.1. the replacement of the goods or the supply of equivalent goods;
13.1.2.2.2. the repair of the goods;
13.1.2.2.3. the payment of the reasonable cost of replacing the goods or of acquiring equivalent goods; or
13.1.2.2.4. the payment of the cost of having the goods repaired.

13.2. CGCSA and/or the Initiative do not warrant that the Services will be available at or for any particular time or that it will be free from error or interruption; however CGCSA and/or the Initiative shall take any and all reasonable and necessary steps to prevent interruptions and minimise the time of interruption.

13.3. To the maximum extent permitted by law, a Member agrees that CGCSA and/or the particular Initiative shall not be liable to a Member for any Losses (whether arising in negligence, gross negligence breach of contract, and breach of any other law or otherwise) arising from:

13.3.1. these Terms and Conditions;

13.3.2. a Member's failure to access or use the Services in accordance with any instructions for use;

13.3.3. a Member's use of, or reliance on, the Services;

13.3.4. any failure by CGCSA and/or the Initiative to provide all or part of the Services;

13.3.5. any failure to any audit carried out; or

13.3.6. any support services, documentation or other products or services provided to a Member by CGCSA and/or the Initiative in respect of a Member's use of the Services.

13.4. A Member agrees that CGCSA and/or the relevant Initiative shall not be liable to a Member for any direct, indirect or consequential Losses (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).

13.5. CGCSA and/or the particular Initiative do not warrant that the entitlement to use, or use of, the Services satisfies all or any legal or statutory obligations, standards or laws ("Obligations"). Without limiting the foregoing, CGCSA and/or the Initiatives do not warrant that any notification will successfully be delivered to any person or organisation including to any authority (including any "responsible Minister").

13.6. A Member acknowledges and agrees that any applicable fees charged by CGCSA and/or the particular Initiative are determined:

13.6.1. with a view to making the Services accessible for use by persons rather than with the primary motivation of deriving profit; and

13.6.2. on the assumption that the exclusions and limits on liability and the indemnities and releases from liability granted by a Member pursuant to these Terms and Conditions are, and will remain, enforceable against a Member.

13.7. A Member agrees that the exclusions and limits on liability and the indemnities and releases from liability set out in these Terms and Conditions are fair and reasonable.

13.8. A Member acknowledges that CGCSA and/or the Initiatives are not responsible for monitoring the conduct of any recall or withdrawal, verifying any content or any information provided by any third party via the Services or confirming the content, delivery or receipt of any notification.

13.9. A Member acknowledges that the Service may be provided to assist the Member in the conduct of business (or activities) which may include use as a

system for conducting audit and complying with Obligations but that it is not designed or intended to ensure or guarantee such performance or compliance.

13.10. A Member acknowledges and agrees that the Member remains solely liable and responsible for the Member's business activities and performance and for compliance with Obligations and that a Member will not make any claim, nor take any action, against CGCSA and/or the Initiative in respect of any Losses suffered by the Member with any Obligation or failure to adequately conduct or perform any business activity, including any audits carried out. Without limiting the foregoing, a Member acknowledges that it is the Member's sole responsibility to ensure compliance with all Obligations and a Member agrees to take all such reasonable steps as are required to ensure such compliance by means in addition to the use of the Services.

14. General Disclaimer

14.1. These Terms and Conditions (and any reference to it includes any documents annexed to it) or which may be made available to any person as a result of them being a Member of CGCSA and/or any Initiative is distributed for the use by the Member only.

14.2. These Terms and Conditions are not comprehensive nor do they cover all items that may be material to the Member.

14.3. These Terms and Conditions are strictly confidential. They may not be copied, disclosed or distributed to any other person, without the prior written approval of CGCSA and/or the Initiative unless such person is advising the recipient in regard to becoming a Member of the CGCSA and/or an Initiative, and in either case only subject to such person acknowledging expressly in writing in favour of the CGCSA and/or the particular Initiative that it is aware of and agrees to terms hereof.

14.4. These Terms and Conditions may only be used for the purposes of establishing general information relating to the Services.

14.5. The information is not intended to form the basis of any decision by any person and any recipient who uses it does so at its own risk and do not constitute a recommendation by the CGCSA and/or the Initiatives and/or any of their Affiliates to any Member. All Members must, at their own expense, make their own assessment as to the Services provided. It will be the sole responsibility of a Member to perform its own due diligence or carry out such other investigations as it considers necessary with respect to the Services requirements.

14.6. The information provided in this document should not be used as a substitute for obtaining specific legal or other advice in relation to compliance with the relevant Services.

14.7. These Terms and Conditions do not purport to be comprehensive nor to have been verified or audited. CGCSA and/or its Affiliates do not accept any liability or responsibility for the accuracy or completeness of, or makes any representation or warranty or gives any undertaking, express, implied or tacit, with respect to the information and any opinions contained in these Terms and Conditions or opinion made available or to be made available, whether in written or oral or other format, to any recipient or its advisors. Any liability is accordingly expressly disclaimed by the Affiliates even if any Losses are caused by any act or omission on the part of the Affiliates, whether negligent (including grossly negligent) or otherwise. No information or opinion shall be read as applying to any future state of affairs nor guaranteeing the achievability of any estimates.

14.8. These Terms and Conditions may be superseded by any later written information on the same subject made available to a Member by or on behalf of CGCSA and/or the Initiatives (there being no obligation by CGCSA and/or the Initiatives to update any such information or correct any inaccuracies herein).

14.9. Nothing herein contained shall be deemed to constitute an agreement by CGCSA and/or the Initiatives to permit a Member to have unrestricted or any other type of access to CGCSA and/or Initiatives' information, books, records or employees or otherwise.

14.10. Neither these Terms and Conditions nor the use by any Member of any part thereof is to be taken as any form of commitment on the part of CGCSA and/or the Initiatives to proceed with the provision of Services, and the right is reserved to CGCSA and/or the Initiatives to terminate or vary the procedure in its discretion at any time without advance notice, without being obliged to furnish reasons, and without liability for any Losses incurred by a Member. A member waives any right which it may have now or in the future to rely on any form of legitimate expectation against CGCSA and/or the Initiatives.

14.11. This Document has not been filed, registered or approved in any jurisdiction outside of South Africa. Recipients of this Document resident outside of South Africa should inform themselves of and observe any applicable legal requirements.

15. Website Disclaimer

15.1. To the best of the knowledge and belief of CGCSA and/or the Initiative all the information available on the Website is accurate and correct at the time of use of the Website. Notwithstanding same, CGCSA and/or the Initiative hereby disclaims any and all liability in respect of the accuracy and/or completeness of the information contained on the Website, since the materials included on such Website are for information purposes only and are not for the purpose of providing advice. Accordingly CGCSA and/or the Initiative are not liable for any Losses whatsoever however caused or incurred, that may arise as a result of the use of any such information contained on the Website.

15.2. No liability or responsibility is accepted by CGCSA and/or the Initiative if the information or data on the Website is, for whatever reason, corrupted or not capable of being accessed. No warranty is given that this Website is free of viruses. Use of the Website is at the Member's own risk.

15.3. Use of and access to the Website does not create any relationship between CGCSA and the Member. Accordingly, any Member who makes use of the information contained on the Website and/or visitor to the Website, for whatever reason, agrees to hold harmless and indemnifies CGCSA and/or the Initiative, its directors, officer, employees and agents against any claims whatsoever made against such parties as a result of the use or visiting of such Website by such Member.

15.4. Furthermore, any Member who makes use of the information contained on the Website and/or visitor to this Website agrees that he / she shall not hold CGCSA and/or the Initiative, its directors, officers, employees and/or agents liable or responsible for any Losses of any kind (including, inter alia, personal injury and mental anguish), howsoever caused, that may occur as a result of the use of any such information contained on the Website and/or a visit to such Website.

15.5. The views expressed on the Website are, unless otherwise stated, those of the authors and those not of CGCSA and/or the Initiative or its management. CGCSA and/or the Initiative make no representations about the suitability of any information on this Website for any person or transaction.

15.6. CGCSA and/or the Initiative reserves the right to monitor, intercept and block communications addressed in connection with or in respect of this Website, or to take any other action it deems necessary.

16. Competition Law Disclaimer

16.1. CGCSA, the Initiatives and the Members purpose is to enhance the ability of all industry members to compete more efficiently and effectively and to promote partnership amongst members across the consumer goods industry in resolving shared, non-

competitive matters in the most effective and efficient manner to the ultimate benefit of the consumer.

16.2. CGCSA, the Initiatives and the Members recognise that all South African consumers have the right to the benefits of free and open competition.

16.3. It is widely recognised that industry associations perform functions which are legitimate, which benefit consumers and which promote the competitiveness and efficiency of the industry as a whole. However, given the nature of industry associations, participation within an industry association may provide a platform for members meeting under its auspices to collude and coordinate their action. The CGCSA and/or the Initiatives recognise that many of its members are in a horizontal relationship (i.e. competitors) and many of its members are in a vertical relationship (i.e. firms and their suppliers, customers or both).

16.4. Accordingly, care must be exercised to ensure that the CGCSA and/or the Initiatives is not used as a platform for collusion and all activities must be carefully measured against the prevailing competition law in South Africa. CGCSA, the Initiatives and the Members recognise the need to exercise extreme care to avoid any violation of competition law and to immediately raise the suspicion of a possible violation of competition law.

16.5. The CGCSA and/or the Initiatives will under no circumstances attempt to guide the independent market behaviour of its members and will encourage individual members to make business decisions on their own and without consultation with their competitors.

16.6. To this end, the following commercially sensitive topics shall be scrupulously avoided at all times:

16.6.1. The increasing, decreasing or standardising of current or future prices, pricing procedures, discounts, credit terms or rebates;

16.6.2. Profit levels;

16.6.3. The allocation of customers, suppliers, products, services or territories; and

16.6.4. The tendering for current or future business.

16.7. In addition, the CGCSA and/or the Initiatives will ensure that –

16.7.1. there are no undue exclusions from membership to the CGCSA and/or the Initiatives. Accordingly, rules for admission to the CGCSA and/or the Initiatives and any of its initiatives must be transparent, proportionate, based on objective criteria and enforced in a non-discriminate way;

16.7.2. participation in the CGCSA and/or the Initiatives or any of its projects is at all times voluntary, and a failure to participate will not be used to penalise any member or non-member;

16.7.3. there are no restrictions on dealing with non-members;

16.7.4. any standards developed through the CGCSA and/or the Initiatives remain voluntary standards; and

16.7.5. no undue limitations on access to the CGCSA and/or the Initiatives's information (which at all times remains information of a non-competitive nature) are put into place.

16.8. Should any Member become aware of a situation that might have competition law implications for the CGCSA and/or the Initiatives, it shall immediately notify CGCSA and/or the Initiatives of such conduct.

16.9. Through these undertakings and measures CGCSA, the Initiatives and the Members remain firmly committed to the principles of enhancing competition and undertake to comply strictly with the prevailing competition law in South Africa.

17. Termination of Membership

17.1. CGCSA and/or the Initiative shall have the right to terminate Membership immediately by giving notice if:

17.1.1. a Member fails to pay any amount payable to CGCSA and/or the relevant Initiative by its due date;

17.1.2. a Member breaches any of the provisions of these Terms and Conditions;

17.1.3. a Liquidation Event occurs in respect of a Member; and/or ("Termination Events")

17.2. CGCSA and/or the relevant Initiative may otherwise terminate Membership in any other circumstances by giving 6 (six) months written notice to a Member.

17.3. Termination of Membership does not relieve CGCSA and/or the Initiatives from any Losses arising from any prior breach of the terms of Membership.

18. Consequences of Termination

18.1. On termination of Membership, the Member's rights shall terminate and they will immediately:

18.1.1. become liable to pay any and all default interest and costs and expenses incurred by CGCSA and/or the Initiative in collecting payment, as described in clause 9.3 above;

18.1.2. cease all direct or indirect use of the Intellectual Property; and

18.1.3. return (without retaining copies thereof) all material, notes, data, instructions and other papers, samples, materials and property CGCSA and/or the Initiatives supplied or other items which contain CGCSA and/or the Initiatives' confidential information or Intellectual Property.

18.2. The consequences of termination described in clause 18.1 above shall take effect only in respect of CGCSA and/or the particular Initiative at which Membership was terminated and shall not extend to any other Initiatives to which that Member may belong, unless the Termination Events have occurred in all of the Initiatives and CGCSA.

19. Dispute Resolution

19.1. Should any dispute or difference arise between CGCSA and/or the Initiatives and a Member relating to or arising out of these Terms and Conditions, including the implementation, execution, interpretation, rectification, termination or cancellation, then the dispute or difference will be referred for arbitration to AFSA in terms of AFSA's arbitration rules for the time being in force.

19.2. A Member irrevocably agrees that the decision of the arbitrator in the arbitration proceedings –

19.2.1. shall be final and binding;

19.2.2. will be carried into effect; and

19.2.3. will be made an order of any court in the applicable jurisdiction.

19.3. Notwithstanding the foregoing, nothing herein shall be construed as precluding any party from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision of the award of the arbitrator.

20. Notices

20.1. All notices and other communications required or permitted under these Terms and Conditions shall be in writing and shall be delivered personally, sent by registered post (within South Africa), sent by facsimile transmission, and e-mail (and subject to clause 20.2 below, be promptly confirmed by registered post or, in the case of overseas mail, by air courier service).

20.2. Notices sent by e-mail to a chosen e-mail address that has been communicated to CGCSA and/or a Member as the case may be, shall be deemed to have

been received on the date of despatch (unless the contrary is proved).

20.3. Any such notice shall be deemed given when so delivered personally, or if sent by facsimile transmission on the next following Business Day in the country in which it is received, or the next day after sending by registered or ordinary post within South Africa.

20.4. Notices for Members will be sent to the address specified on the Application Form (or such other address as a Member may notify CGCSA and/or the Initiative of from time to time).

20.5. Notices for CGCSA and/or the Initiative must be sent to the Chief Executive Officer of CGCSA at CGCSA's registered address as notified to a Member from time to time.

21. General Provisions

21.1. These Terms and Conditions are governed by the law of South Africa and Members submit to the non-exclusive jurisdiction of the South Gauteng High Court.

21.2. If any provision contained in these Terms and Conditions is held to be illegal, invalid or unenforceable, it shall be severable, shall be deemed to be deleted from these Terms and Conditions and shall not affect the validity or enforceability of other provisions in these Terms and Conditions.

21.3. These Terms and Conditions are the entire agreement between the parties concerning its subject matter and any previous terms and conditions are novated and superseded by these Terms and Conditions in their entirety as the governing document in respect of the terms and conditions as between CGCSA and Members and/or Initiative Members.

21.4. No favour, delay, relaxation or indulgence on the part of CGCSA and/or the Initiatives in exercising any power or right conferred on such party in terms of these Terms and Conditions shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any other power or right under these Terms and Conditions. Any waiver by CGCSA and/or the Initiatives of a breach of any Terms and Conditions shall not prevent the subsequent enforcement of those Terms and Conditions nor be deemed to be a waiver of any subsequent breach of that or any other Term and Condition.

21.5. No oral pactum de non petendo shall be of any force or effect.

GS1 Specific Terms and Conditions

1. Application

These GS1 Terms and Conditions are applicable to all GS1 Members.

2. Compliance with GS1 Rules

Each GS1 Member shall comply with the General Terms and Conditions and GS1 Terms and Conditions.

3. Commencement Date

These Terms and Conditions come into effect on the date on which the GS1 Global Company Prefix and/or GTIN range/s are issued to a GS1 Member.

4. Fees

4.1. Entrance Fee

4.1.1. On becoming a GS1 member, such GS1 Member will pay an entrance fee as specified in the Application Form.

4.1.2. If a GS1 Member needs to apply for a range of numbers after having applied for a single number or a Global Location Number for Electronic Data Interchange, that GS1 Member will pay an entrance fee as specified in the Application Form.

4.2. Annual Licence Fee

4.2.1. A GS1 Member will pay GS1 an annual GS1 Licence fee.

4.2.2. The annual license fee must be paid within 30 days from date of invoice. GS1 may, from time to time, increase the GS1 Licence fee by giving the GS1 Member at least 30 Business Days written notice. On expiry of the notice period the increase shall be effective and due and payable.

4.2.3. The initial GS1 Licence fee will be a pro-rata amount dependent on the month of joining.

4.2.4. The annual license fee will be payable in the manner and within the time periods as described in clauses 4.2.1 to 4.2.3 irrespective of whether a Member has used their GTINs or not.

4.3. Fees Payable after Termination of Membership

Where Products bearing GS1 Global Trade Item Number issued to a GS1 Member are already in the marketplace at the time of termination of the Membership of a GS1 Member, then, notwithstanding such termination, the GS1 Member will remain liable for a fee equivalent to the GS1 Licence fee for the period that those Products remain in the marketplace.

5. GS1 Members Conduct

5.1. Training

GS1 Members are required to register and undergo training, either classroom (one delegate at no cost) or by obtaining the training DVD, within 6 months of becoming a GS1 Member.

5.2. Product Data Training

GS1 Members are required to register, pay and undergo mandatory training on DATAnet.za. Please refer to the GSDN Training Booking form on www.datanetza.org.

5.3. Standards

GS1 Members will abide by and comply with the technical standards set out in the GS1 manuals or guidelines and any such directions as GS1 may give from time to time.

6. GS1 Services

6.1. Use of GS1 Global Trade Item Numbers (GTINs)

6.1.1. A GS1 Member is only entitled to use the GS1 GTINs issued by GS1. Such restriction shall apply only to Members in their capacity as supplier and not to Members in their capacity as retailers.

6.1.2. A GS1 Member must not use any GS1 Global Company Prefix and/or GTIN issued by GS1 to any other GS1 Member.

6.1.3. The GS1 Member may not use any GTINs which purport to be issued by GS1 but which are not genuine GS1 GTINs and must use its best endeavours to be vigilant in this regard. Such restriction shall apply only to Members in their capacity as supplier and not to Members in their capacity as retailers.

6.1.4. A GS1 Member may only use the GS1 GTINs issued to that GS1 Member in connection with the manufacture, sale and identification of that GS1 Member's Products and/or Services.

6.1.5. The GS1 Member may not in any way alter the GS1 Numbers issued to that GS1 Member.

6.1.6. Incorrect use of GS1 GTINs

6.1.6.1. In the event that a Member misuses or incorrectly uses any GS1 GTINs, GS1 shall have the right to take such steps as GS1 may deem necessary in order to –

6.1.6.1.1. assist the GS1 Member to re-label all such products at the GS1 Member's cost; and/or

6.1.6.1.2. recommend to the relevant retailers that such products are removed from the relevant stores and/or blacklisted to the extent that this appears necessary.

6.1.6.2. Any GS1 Member shall be entitled at any time to request from GS1 a certificate of confirmation of the GS1 GTINs issued to such GS1 Member.

6.1.7. Reduction of GS1 GTINs

6.1.7.1. Members who obtained GS1 GTINs prior to 2007/09/01 and who did not apply for a reduction in the number of GS1 GTINs prior to 2007/09/01 are entitled to apply for a reduction in the GS1 GTINs provided to them if they have not done so already.

6.1.7.2. Members who obtained GS1 GTINs after 2007/09/01 will only be entitled to apply for a reduction in the GS1 GTINs provided to them until 1 May 2015.

6.1.8. No dealing with the GS1 GTINs

A GS1 Member recognises GS1's title to the GS1 GTINs and related Intellectual Property and shall not at any time do or suffer to be done any act or thing which may in any way impair GS1's rights in the GS1 GTINs or related Intellectual Property.

6.1.9. No challenge or misuse of GS1 Global Company Prefix and/or GTINs

A GS1 Member shall not at any time, either during the term of the GS1 Licence or after termination, directly or indirectly:

6.1.9.1. challenge, call into question or raise any questions concerning the validity or ownership of the GS1 system or related Intellectual Property; or

6.1.9.2. seek registration of similar numbers; use or seek registration of any Intellectual Property including any design which incorporates or includes, or is substantially identical to, or deceptively or confusingly similar to, the GS1 GTINs or related Intellectual Property without GS1's prior written consent.

6.1.10. Proprietary Notices

A GS1 Member will ensure that all proprietary notices that GS1 may require from time to time, appear on the GS1 Member's Products and/or Services.

7. Use of the GS1 GTINs and the Trademarks for marketing/ promotion

GS1 understands that in the marketing and promotion of a GS1 Member's Products and/or Services a GS1 Member may also wish to use the GS1 GTINs and the associated Trade Marks. The GS1 Member only has rights to use the GS1 GTINs and the GS1 Trade Marks on marketing and promotional material on the following terms and conditions"

7.1. GS1 Members must be given prior written notice of a GS1 Member's desire to use the GS1 GTINs and the GS1 Trade Marks in marketing and promotional materials.

7.2. A GS1 Member may only use the GS1 GTINs and/or the GS1 Trade Marks if GS1 gives its prior written approval to such use.

7.3. A GS1 Member will submit samples of the proposed marketing and promotional materials to GS1 for approval at least 15 Business Days prior to the intended date of publication.

7.4. If a GS1 Member is permitted to use the GS1 Trade Marks for marketing and promotional materials, the GS1 Member must ensure that the GS1 Trade Marks are correctly reproduced.

8. Termination of the GS1 Licence and termination of GS1 Membership

8.1. In the event of GS1 ceasing to hold the necessary licence rights to issue GS1 GTINs in South Africa, GS1 shall have the right to terminate the GS1 Member's GS1 Licence.

8.2. In the event of non payment of any fee payable as per clause 4 above, GS1 shall be entitled to terminate the GS1 Member's Membership.

8.3. In addition to the remedies provided in clause 6.1.6 above, GS1 may elect to terminate Membership

9. Consequences of Termination

9.1. Upon termination of Membership, GS1 shall be entitled to take any steps that they deem necessary, including but not limited to:

9.1.1. informing the various retailers that the Membership has been terminated and request them to black-list the products of GS1 Members who have had their membership terminated; and

9.1.2. terminate the license that the GS1 Member had to use the GTINs.

9.2. Upon termination of the GS1 license, the GTINs will revert back to CGCSA and an application for new GS1 Membership will be required. GS1 does not guarantee that upon reapplication that the GS1 Member will receive the same GTINs as had previously been allocated to it.

9.3. Upon Termination of a GS1 Member's Membership, a GS1 Member must cease applying the GS1 Numbers to any of their Products manufactured or sold after the termination date.

9.4. Upon the occurrence of a Liquidation Event, the GS1 Member's GS1 Licence will terminate.

9.5. All Product information on the GS1 DATAnet.za, being the central repository of supplier product data for retail business partners will be suspended from view.

9.6. In the event that the GS1 Member's business is sold as a going concern, the Purchaser in such transaction will be required to re-apply for the GS1 Licence or obtain the necessary consents from the GS1 Member to transfer or continue to use the GS1 Member's GS1 Licence.

APPENDIX - GLOSSARY OF TERMS

1. **"AFSA"** means the Arbitration Foundation of South Africa (or its successor body).
2. **"Affiliates"** means subsidiary companies, holding companies, subsidiary companies of holding companies, officers, representatives, servants and/or agents (as the context may require).
3. **"Applicant"** means the person, company, corporation or other legal entity that has signed the Application Form applying to become a Member of an applicable Initiative and/or CGCSA.
4. **"Application Form"** means the application form which a person, company, corporation or other legal entity has signed in applying to become a Member of the applicable Initiative and/or CGCSA and which will be subjected to an approval process.
5. **"Business Day"** means any day of the week except Saturday, Sunday or a national public holiday in South Africa.
6. **"Business Hours"** means shall be from 08h00 to 17h00 on a Business Day;
7. **"CGCSA"** means the Consumer Goods Council of South Africa (Registration Number.1982/006710/08), a non-profit company duly incorporated and registered in accordance with the company laws of South Africa.
8. **"CGCSA Member"** means a successful Applicant who becomes a member of CGCSA.
9. **"CGRI"** means the Consumer Goods Risk Initiative, a division of CGCSA.
10. **"CGRI ID Cards"** means the identification cards produced by the CGRI for access to retail stores in accordance with the CGRI Terms and Conditions.
11. **"CGRI Member"** means a Member of CGRI.
12. **"CGRI Terms and Conditions"** means those terms and conditions set-out in Part C of this Document.
13. **"Companies Act"** means the Companies Act, No. 71 of 2008 (as amended from time to time);
14. **"Consumer Protection Act"** means the Consumer Protection Act, No. 68 of 2008 (as amended from time to time).
15. **"Document"** means this document containing the Terms and Conditions.
16. **"FSI"** means the Food Safety Initiative South Africa, a division of CGCSA.
17. **"FSI Licence"** means the licence granted by FSI to a FSI Member to use the Website and related information in accordance with the FSI Terms and Conditions.
18. **"FSI Member"** means a Member of FSI.
19. **"FSI Terms and Conditions"** means those terms and conditions set-out in Part B of this Document.
20. **"General Terms and Conditions"** means those terms and conditions set-out in Part A of this Document.
21. **"GS1"** means GS1 South Africa, a division of CGCSA.
22. **"GS1 Licence"** means the licence granted by GS1 to a GS1 Member to use the GS1 Numbers in accordance with the GS1 Terms and Conditions.
23. **"GS1 Global Company Prefix"** means a number that represents a unique global range of barcodes. The prefix is issued and administered by GS1 for restricted circulation.
24. **"GS1 Global Location Number for Electronic Data Interchange"** means a barcode number that can be

used to identify any location, globally and uniquely. This location number is usually used in Electronic Data Interchange messages to identify the sender or recipient of such message.

25. **"GS1 GTIN/s"** means the GS1 global trade item numbers issued to a GS1 Member by GS1 for use by the GS1 Member in accordance with the GS1 Terms and Conditions.
26. **"GS1 Member"** means a Member of GS1.
27. **"GS1 Terms and Conditions"** means those terms and conditions set-out in Part D of this Document.
28. **"Initiative"** means the initiatives conducted and/or facilitated by CGCSA from time to time being FSI, CGRI, and/or GS1, and shall include any one or more of them as the context may require.
29. **"Initiative Member"** means a successful Applicant who becomes a member of one or more Initiatives.
30. **"Intellectual Property"** means (in relation to CGCSA and/or the Initiatives) patents, registered designs, utility models, trademarks, applications for any of the foregoing, inventions, unregistered trademarks, copyright, confidential information, know-how, processes and trade secrets and other intellectual property, and equivalents of any of the foregoing anywhere in the world and includes the Trade Marks and the Website.
31. **"Liquidation Event"** means, in relation to a Member, any of the following events or circumstances:
 - 31.1. a provisional or final order or declaration is made or a meeting of the directors or shareholders of that Member is convened to consider the passing of, or a resolution is passed or filed (in the case of business rescue proceedings pursuant to the provisions of Chapter 6 of the Companies Act) for the administration, custodianship, receivership, bankruptcy, liquidation, sequestration, winding-up, dissolution or placing under supervision for business rescue proceedings of it or its estate, other than pursuant to an internal restructure or refinancing in circumstances other than insolvency; or
 - 31.2. an application is made by any affected person for an order placing it under supervision for business rescue proceedings as contemplated in section 131(1) of the Companies Act; or
 - 31.3. it admits inability to pay its debts generally as they fall due or admits to being otherwise insolvent or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or proposes or seeks to make or makes a general assignment or any arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of its indebtedness; or
 - 31.4. it takes any proceeding or other step with a view to the general readjustment, rescheduling or deferral of its indebtedness (or any part thereof which it would otherwise be unable to pay when due) or proposes to take any such step other than pursuant to an internal restructure or refinancing in circumstances other than insolvency;
32. **"Losses"** means collectively any losses, costs, expenses, penalties, liabilities and/or damages.
33. **"Member"** means CGCSA Members and/or Initiative Members (as the context may require).
34. **"Membership"** means the state of being a Member of CGCSA and/or any Initiative.
35. **"Products"** means the products manufactured, marketed, distributed and/or sold by a Member.
36. **"Services"** means the services rendered by CGCSA and/or any Initiative from time to time.
37. **"South Africa"** means the Republic of South Africa.

38. **"Terms and Conditions"** means the General Terms and Conditions, CGRI Terms and Conditions, and FSI Terms and Conditions.

39. **"Trade Marks"** means the trade-marks of and/or associated with CGCSA and/or any Initiative.

40. **"VAT"** means value-added tax, as levied in terms of the VAT Act.

41. **"VAT Act"** means the Value-Added Tax Act No. 89 of 1991 (as amended from time to time).

42. **"Website"** means the CGCSA website which Members will have access to by using their unique username and password found at <https://www.cgcsa.co.za>.