



# GS1 GTIN 12 Membership Form

### Important Notice

- The Terms and Conditions of the GS1 SA Membership & Licence Agreement forms part of this document. By applying for a GS1 SA Membership Licence; you as a member will be deemed to have read and understood these Terms & Conditions. GS1 Terms and Conditions are also available on our website [www.gs1za.org](http://www.gs1za.org) and upon request.
- Kindly complete all sections within this document; as incomplete information will result in the delay of processing your application, sign and initial each page.

The following documents must be submitted with this application form: *(Tick below)*

**Company Registration/ID Document** 
**VAT certificate** 
**Tax Clearance**

Has your Company had any previous membership/s with GS1 SA?  Yes  No  Unknown  
 Do you have any affiliation to any Company that is currently a GS1 SA member?  Yes  No  Unknown

If yes, please provide your GS1 SA Global Company Prefix Number/s   
 If yes, please provide your CGCSA Account Number/s

### Company Name

### Company Registration Number

*(ID Number if Company Reg. unavailable)*

### VAT Registration Number

### Postal Address

### Suburb

### Province

### Postcode

### Physical Address

### Suburb

### Province

### Postcode

### Business Phone

### Business Fax

### Business Email

### Website

### GS1 Co-ordinator: *(Person responsible for allocating Bar Code Numbers within your Company)*

#### Title

#### First Name(s)

#### Surname

### Position / Title within the company

#### Phone

#### Cellular

#### Email

Member Initials

**Accounts Department:** (If different to Person responsible for allocating Bar Code Numbers)

**Title** (Mr/Mrs) **First Name** (s)

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**Surname**

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**Position / Title within the Company**

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**Phone**

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**Cellular**

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**Email**

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**Industry Verticals**

**Which of the following industry verticals do you work within** (Please tick the appropriate box)

Aerospace / Defence	Agricultural/Farming / Nursery [non-food]	Maintenance, Repair & Operation (MRO) items and Packaging Materials (Non-retail)
Alcoholic Beverages	Apparel/Clothing/Shoes, Accessories	Musical Instruments, Sound Equipment, Sheet Music
Audio/Video/Media	Automotive	Pet Food and Supplies
Beverage (non-alcohol)	Building Supplies/Home Improvement	Plumbing/Kitchen/Bath/Flooring
Chemicals Household and Industrial	Computer Hardware/Software	Raw Materials (Non-retail)
Cosmetics/Fragrances/ Toiletries, Dental & Beauty Products	Electronic Components	Semiconductor Manufacturing
Entertainment Venues	Equipment (All types, Non-retail)	Sports & Exercise Equipment, Toys, Games
Floral	Food (shelf stable)	Tobacco
Food Bakery Items (non-frozen)	Food Confectionery	Logistics Services (3PL, Freight Forwarding, public warehouse)
Foodservice	Foodservice Equipment, Suppliers & Chemicals	Marine Equipment & Supplies
Fresh Food – Meat, Poultry, Seafood & Deli	Fresh Foods - Produce	Office and School Supplies
Furniture	Gaming	Petroleum, Oil and Natural Gas Products
Greeting Cards/Gift Wrap	Hardware Tools	Printed Media
Healthcare – Medical Surgical Equipment and Supplies	Healthcare – Prescription Pharmaceuticals	Restaurants
Healthcare – Retail Over-the-counter products	Healthcare Services	Solution Providers/Consultants/ Information Services
Prescription Pharmaceuticals	Home Appliances and Electronics	Telecommunications
Hobbies, Crafts, Sewing, Holiday and Seasonal Products	Home Entertainment/Electronics	Truck/Rail/Air
Home Furnishing, Accessories and Gift. Linens, Housewares, Home Lighting Products	Hotels	Household/Paper Products
Lawn and Garden Products	Jewellery, Watches	Other

**Trading Partners**

**Please indicate which retailers/service providers you are trading with or intend trading with?** (please print)

\_\_\_\_\_

**How did you hear about GS1?**

**Please indicate below how you were directed to GS1. (Tick the appropriate box/es)**

- Advert – Magazine
- Institution
- Retailer
- Word of mouth
- Billboard
- Printer
- Internet
- Other (please print)
- Conference
- Radio
- Our web page

Member Initials
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## GS1 GTIN 12 Fees

2018		PRO-RATA ANNUAL LICENCE FEES (ex VAT)											
Size of Numberbank	Entrance Fee	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19
100 Numbers (10)	5 514.01	1 828.78	1 676.36	1 523.96	1 371.57	1 219.17	1 066.77	914.38	761.98	609.58	457.19	304.79	152.40
1000 Numbers (9)	15 439.24	6 095.93	5 587.94	5 079.94	4 571.95	4 063.96	3 555.96	3 047.97	2 539.97	2 031.98	1 523.98	1 015.99	507.99
10,000 Numbers (8)	30 694.17	15 849.42	14 528.59	13 207.81	11 887.03	10 566.25	9 245.47	7 924.69	6 603.91	5 283.12	3 962.34	2 641.56	1 320.78
100,000 Numbers (7)	44 990.43	25 602.90	23 469.36	21 335.79	19 202.21	17 068.63	14 935.05	12 801.47	10 667.89	8 534.31	6 400.74	4 267.16	2 133.58

**(Please note only authorised signatories are permitted to sign this agreement)**

- This application form contains information regarding GTIN 12 (formerly Universal Product Code- UPC) identification number. This is a 12-digit number known as a GTIN-12 and is allocated by GS1 US.
- GS1 US issues diverse number ranges. It is therefore essential that you ascertain the expected number of products you will export in the foreseeable future and use this number as the total product number requested on the application form.
- Your organization is responsible for assigning a 12-digit GTIN to each product line. The GTIN-12 is represented in a UPC bar code symbol on your products. Your packager, printer or film master supplier should be able to assist you in this effort.
- Companies wishing to apply for a GTIN 12 number bank must be valid, paid up members of GS1 South Africa. Please, complete the application form in its entirety and return with the applicable payment. Fees are subject to change without notification.
- Should you not be a GS1 South Africa member, then you would need to apply for a Global Location number (GLN), and pay the associated fee. Your GS1 South Africa Company Prefix will be sent to you upon receipt of your completed application form and payment of appropriate fees.
- The GS1 Company Prefix allocated to your company is **exclusively for your use - you may not assign, sell, licence or allow its use by any other company at any time.**
- GS1 South Africa reserves the right to terminate your membership & licence if your account is not paid annually or if you do not abide by GS1 South Africa specifications, guidelines and t&c's.
- You must advise GS1 South Africa by completing the appropriate termination form if you **wish to cancel your membership**. Cancellation will result in the withdrawal of the right to use GS1 Identification Keys (i.e. Barcodes). Should GS1 Identification Keys (I.E. Barcodes) still be used in active trading after cancellation it will be deemed a breach of contract and a penalty fee as well as applicable fees will be billed for.
- All members who wish to attend training, can complete the booking form at an additional cost for the training. (Training is not compulsory but it is recommended)

### General Terms of Membership (extract)

1. A member receives a non-exclusive, non-transferable licence to use the GS1 GS1 Global Trade Item Numbers (GTINs) GTINs may only be allocated by the member. It is advised to allocate GTINs sequentially. In the event where a company, brand name or individual product is sold to a third party, written permission and approval from GS1 South Africa is required if the GTIN is to remain with the product(s) temporarily. Individual GTINs may, under no circumstances whatsoever, be sold to any other party. Should any member be found to be in breach of these rules, membership shall be terminated with immediate effect and the entire number bank will be withdrawn.
2. Members agree to abide by and comply with all technical standards as set out by GS1 Global and GS1 South Africa.
3. GS1 South Africa reserves the right to inspect your operation about the identification, numbering and bar coding of your products as and when necessary to ensure that the terms and conditions are being observed and complied with. Any use of the GS1 Numbering System after termination of membership for whatever reason is strictly forbidden. Continued use renders the ex member liable for any outstanding licence fee (where applicable) and damages which might be suffered by GS1 South Africa and/or any of its members.
4. The annual fee is applicable for the prefix, irrespective of the fact that the member has allocated GTINs within the range or not.
5. **We reserve all rights in relation to the commencement of legal proceedings, against [you/your company] and any other persons involved in the conduct that goes against the terms & conditions of use of GS1 Intellectual Property ie non-payment of licence fees and continued use of GCP and GTINS.**
6. **We further reserve the right to refuse including any of the products identified by a GTIN commencing with your GCPs in any of our directories or catalogues should it be found that GTINs are being used by any company who has not maintained the relevant annual licence fee.**
7. **The annual licence fee (where applicable) must be paid in full by no later than 30 days from date of invoice. Should you not receive an invoice for the annual fee, contact GS1 SA immediately. GS1 South Africa reserves the right to cancel membership and inform retailers that the allocated GTINs (barcodes) are not valid anymore should payment remain outstanding thereafter.**
8. Barcode Training is available throughout the year. Enquiries to attend a workshop can be made through [services@cgcsa.co.za](mailto:services@cgcsa.co.za)
9. The complete Terms and Conditions of Membership are attached in the application forms sent to all new Members.

### DECLARATION BY APPLICANT

I/ We \_\_\_\_\_ have read and understood, and shall abide by the Terms and Conditions of the GS1 South Africa Membership & Licence Agreement. The Company hereby agrees to adhere to the GS1 specifications and guidelines, abide by the rules of GS1 South Africa and pay the appropriate licence fees by the 31<sup>st</sup> of March annually (where applicable)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Full Names: \_\_\_\_\_

Surname \_\_\_\_\_

# Terms & Conditions of GS1 South Africa Membership

**Note:** This Subscription Membership & Licence Agreement sets out the terms and conditions relating to Your use of GS1 Identification (ID) Keys and Barcode Symbols and other Authorised GS1 Data Carriers. You acknowledge that You have read, understood and agree to be legally bound by them. This Subscription Membership & Licence Agreement does not take effect until Your Licence Application has been received and accepted by GS1 South Africa and until GS1 South Africa notified You of such acceptance

## 1. Application

These General Terms and Conditions are applicable to all GS1 South Africa members

## 2. GS1 Membership and Grant of Licence

- a. You are hereby accepted as, and Your Licence Application constitutes an application to be, a subscriber member of GS1 South Africa
- b. GS1 South Africa grants You a non-exclusive non-transferable licence to use the GS1 system solely for the Authorised Uses.

## 3. Each Member must:

- a) Comply with all applicable laws and regulations (including but not limited to the Consumer Protection Act);
  - a. promptly complies with all reasonable directions given by GS1 South Africa and/or the CGCSA.
  - b. Comply with all Instructions for use of the GS1 system;
  - c. ensure that all personnel utilising the GS1 system (including all authorised personnel) are adequately trained in the use of the GS1 system and are familiar with, and comply with, all instructions for use and these
- b) Terms and Conditions;
  - a. 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 South Africa at any required period.
  - b. use the GS1 system strictly in accordance with these Terms and Conditions and for the purposes contemplated by these Terms and Conditions;
  - c. not tamper with or otherwise modify the GS1 system;
  - d. take reasonable precautions to protect the security, privacy and confidentiality of the GS1 system;
  - e. take all reasonable precautions not to post, send or otherwise make available through the GS1 system any material that contains any virus, Trojan, worm or similar deleterious program that may damage or interfere with the operation of the GS1 system or any third-party user of the GS1 system;
  - f. not post, send or otherwise make available any material that:
    - g. infringes GS1 South Africa and/or the CGCSA's Intellectual Property, or any third parties' intellectual property right; is defamatory, harassing or obscene;
    - h. damages GS1 South Africa and/or the CGCSA's brand or reputation; is illegal, fraudulent, misleading or deceptive; and/or
  - j. is classified by GS1 South Africa and/or the CGCSA, in its sole discretion, as inappropriate for inclusion on the Services;
  - k. provide to GS1 South Africa and/or the CGCSA's any information which it reasonably requires for the purposes of the operation of the GS1 system and ensure that this information is both accurate

and complete and is delivered to GS1 South Africa in a timely manner;

- l. not breach or attempt to breach the security of the GS1 system; and
- m. not interfere with the normal operation of a the GS1 system.

## 4. Term

- a) The Licence and these terms and conditions come into effect for You on the date on which GS1 South Africa notifies You of its acceptance of Your Licence Application and continues for the duration of the current fiscal year (**28 February 2018 to 1 March 2019**) or until terminated. It will be renewed annually subject to Your compliance with this Subscription Membership & Licence Agreement including payment of the Annual Fee.

## 5. Use of Intellectual Property

- a. Members must recognise title in respect of GS1 South Africa; all its Intellectual Property and shall not at any time deal, sell, distribute or copy any of GS1 South Africa's Intellectual Property or related Intellectual Property.
- b. Members are entitled to use Intellectual Property and the related specific content thereon provided they are in good standing with their membership accounts.
- c. Members shall not misuse GS1 South Africa's supplied information and shall recognise GS1 South Africa'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.
- d. 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 GS1 South Africa or its related Intellectual Property.

## 6. Intellectual Property Infringement

- a. If it comes to a Members' notice that there is an infringement or suspected infringement of the Intellectual Property, the Member will promptly notify GS1 South Africa in writing. GS1 South Africa will have control over any steps GS1 South Africa may wish to take in relation to the suspected infringement and all such steps shall be at GS1 South Africa's cost.
- b. Members will provide such information and assistance in respect of suspected infringement as GS1 South Africa reasonably requests.
- c. **GS1 South Africa Marks for Marketing /Promotion**
  - a. GS1 South Africa recognises 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.
  - b. GS1 South Africa must be given prior written notice of a Member's desire to use any Trade Marks in marketing and/or promotional materials.
  - c. Members may only use the Trade Marks if GS1 South Africa have given prior written approval (which approval may be granted or withheld in GS1 South Africa's sole discretion). Members will submit samples of the proposed marketing and promotional materials to GS1 South Africa for approval at least 15 Business Days prior to the intended date of use. GS1 South Africa may waive these approval requirements in any particular instance should they choose to do so.
  - d. 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 GS1 South Africa. Furthermore, the use thereof shall remain subject to these Terms and Conditions.

## 7. Privacy, Processing of Information and Security

- a. A Member's privacy is very important to GS1 South Africa will use reasonable efforts 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.
- b. The Member agrees to give (where applicable) honest, accurate and current information about the Member to GS1 South Africa and to maintain and update such information.
- c. The information collected may include the following:
  - d. information collected from "cookies" (as more fully explained below);
  - e. information collected when members by submitting any information to GS1 South Africa in any form and/or requesting licencship of the GS1 System the Member further acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by GS1 South Africa under any applicable law in the manner contemplated in clause 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.
- g. Unless a Member has consented, GS1 South Africa 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 GS1 South Africa from any unintentional disclosures of such information to unauthorized persons.
- h. GS1 South Africa may disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as otherwise required by law.
- i. GS1 South Africa 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, GS1 South Africa cannot guarantee the absolute security of any information transmitted and each Member hereby indemnifies the GS1 South Africa in respect of all losses suffered by such Member because of a security breach when such information is transmitted.

## 8. Fees, Payments, Refunds and Interest Payments

- a. You must pay the Fee to GS1 South Africa annually in advance within 30 days of the date of GS1 South Africa 's invoice.
- b. GS1 South Africa may, from time to time, increase the Fee by written notice. Publication of the increased Fee on GS1 South Africa 's website shall constitute written notice of such increase. Your continued use of the GS1 system after such notice shall constitute acceptance of such increase.
- c. Where Items bearing GS1 Identification Keys issued and/or registered to You are already in the supply chain at the time this Subscription Membership & Licence Agreement is terminated, notwithstanding such termination, you will remain liable for a fee equivalent to the then current Fee on a pro-rata basis for the period that those Items continue to be in the supply chain beyond any annual period for which a Fee has already been paid. You must pay such pro-rata fee within 30 days of the date of GS1 South Africa invoice in respect of such fee.
- e. If You are overdue in payment of any amount, GS1 South Africa may charge an administration fee for any overdue amount at (exclusive of VAT) plus all

- costs and expenses incurred by its collections agents in respect of anything instituted or being considered against
- f. You as a liquidated sum (which You hereby acknowledge is a genuine pre-estimate of the costs of GS1 South Africa in collecting such amount),
- g. GS1 South Africa reserves the right to charge a fee in relation to bank processing charges imposed.
- h. Payments made by Members utilising the payment facility on the Website are subject to the following terms and conditions:
  - payments are to be made within 30 days from the date of invoice, unless otherwise agreed to in writing by GS1 South Africa; 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;
  - i. 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;
  - j. GS1 South Africa 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 –
  - k. it quotes the correct account and reference numbers;
  - l. its personal details are correct; and
  - m. any errors in this regard are rectified timeously and that the correct payment ensues.
  - n. CGCSA and/or the relevant Initiative has no duty or obligation to inform a Member that a payment has been rejected/declined.

#### Refunds

- a. In circumstances where a Member is entitled to any refund from GS1 South Africa, the following terms and conditions shall apply:
- b. a refund request must be made by a Member within 30 Business Days after the date on which the payment was made;
- c. GS1 South Africa has the sole discretion in determining whether to approve a refund request;
- d. no refund will be made to a Member if that Member is in arrears; and
- e. all refunds will be made on such terms and conditions as GS1 South Africa may prescribe.

#### j. Default Interest and Recovery of Costs and Expenses

- a. Any amount due by a Member to GS1 South Africa shall, unless otherwise agreed, be paid within 60 days of the date of the invoice.
- b. 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).
- c. GS1 South Africa reserve the right to claim from any Member, full reimbursement for any costs and expenses that GS1 South Africa has incurred in the collection of any overdue invoices; and/or
- e. institute legal proceedings against any Member for payment of any overdue invoices (including, but not limited to, the right to claim any damages).

#### Confidentiality

- a. Members will always keep confidential and secure, and not exploit or otherwise misuse, any information of GS1 South Africa 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:
  - b. necessary to perform their obligations on a "need-to-know" basis;
  - c. GS1 South Africa authorises it in writing; or

#### Assignment and Sublicenses

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

#### Indemnity

- a. Without prejudice to any rights or remedies available to GS1 South Africa arising from any of the provisions of these

Terms and Conditions, the Member agrees to indemnify GS1 South Africa and keep it indemnified against all Losses which GS1 South Africa may suffer or incur arising out of or about:

- b. a breach of these Terms and Conditions or any of the Member's obligations herein contained;
- c. any claim against GS1 South Africa by a third party relating to, or arising out of, a Member's use of the Services;
- d. any access to, or use of, the Services by any employee, contractor, agent or associate of a Member;
- e. the use by a Member of the Website or any payments made via the Website;
- f. any claim by a third party that any content infringes the intellectual property rights of that third party;
- g. any failure by a Member to comply with any instructions for use; and
- h. 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.

#### k. Liability

- a. To the maximum extent permitted by law:
  - a. all terms, conditions and warranties which would otherwise be implied in these Terms and Conditions are excluded; and
  - b. where any implied term may not be excluded GS1 South Africa limits its liability for any breach of that term to: the breach relates to Services:

#### l. General Disclaimer

- a. 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 GS1 South Africa is distributed for the use by the Member only.
- b. These Terms and Conditions are not comprehensive nor do they cover all items that may be material to the Member.
- c. 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 GS1 South Africa unless such person is advising the recipient in regard to becoming a Member of the GS1 South Africa, and in either case only subject to such person acknowledging expressly in writing in favour of the GS1 South Africa that it is aware of and agrees to terms hereof.

#### 9. Competition Law Disclaimer

- a. GS1 South Africa 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.
- b. GS1 South Africa and the Members recognise that all South African consumers have the right to the benefits of free and open competition.

#### 10. Termination of Membership

- a. GS1 South Africa shall have the right to terminate Membership immediately by giving notice if:
  - b. a Member fails to pay any amount payable to GS1 South Africa by its due date;
  - c. a Member breaches any of the provisions of these Terms and Conditions;
  - d. a Liquidation Event occurs in respect of a Member; and/or ("Termination Events")
  - e. GS1 South Africa may otherwise terminate Membership in any other circumstances by giving 6 (six) months written notice to a Member.
  - f. Termination of Membership does not relieve GS1 South Africa from any Losses arising from any prior breach of the terms of Membership

#### 11. Consequences of Termination

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

- b. become liable to pay any and all default interest and costs and expenses incurred by GS1 South Africa in collecting payment, due to GS1.
- c. cease all direct or indirect use of the Intellectual Property; and
- d. return (without retaining copies thereof) all material, notes, data, instructions and other papers, samples, materials and property GS1 South Africa supplied or other items which contain GS1 South Africa confidential information or Intellectual Property.
- e. The consequences of termination described in clause 19 shall take effect only in respect of GS1 South Africa 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 GS1 South Africa.

#### 12. Dispute Resolution

- a. Should any dispute or difference arise between GS1 South Africa 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.
- b. A Member irrevocably agrees that the decision of the arbitrator in the arbitration proceedings: –
- c. shall be final and binding;
- d. will be carried into effect; and
- e. will be made an order of any court in the applicable jurisdiction.
- f. 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.

#### 13. GS1 Membership and Grant of Licence

- a. You are hereby accepted as, and Your Licence Application
- b. constitutes an application to be, a subscriber member of GS1 South Africa.
- c. GS1 South Africa grants You a non-exclusive non-transferable licence to use the GS1 system solely for the Authorised Uses.

#### 14. Term

- a. The Licence and these terms and conditions come into effect for You on the date on which GS1 South Africa notifies You of its acceptance of Your Licence Application and continues for the
- b. duration of the current fiscal ( 28 February 2018 to 1 March 2019 ) or until terminated .It will be renewed annually subject to Your compliance with this Subscription Membership& Licence Agreement including payment of the annual Fee.

#### 15. Fees

- a. You must pay the Fee to GS1 South Africa annually in advance within 30 days of the date of GS1 South Africa 's invoice.
- b. GS1 South Africa may, from time to time, increase the Fee by written notice. Publication of the increased Fee on GS1 South Africa 's website shall constitute written notice of such increase. Your continued use of the GS1 system after such notice shall constitute acceptance of such increase.
- c. Where Items bearing GS1 Identification Keys issued and/or registered to You are already in the supply chain at the time this Subscription Membership & Licence Agreement is terminated, notwithstanding such termination, You will remain liable for a fee equivalent to the then current Fee on a pro-rata basis for the period
- d.

that those Items continue to be in the supply chain beyond any annual period for which a Fee has already been paid. You must pay such pro-rata fee within 30 days of the date of GS1 South Africa's invoice in respect of such fee.

- e. If You are overdue in payment of any amount, GS1 South Africa may charge an administration fee for any overdue amount (exclusive of VAT) plus all costs and expenses incurred by its collections agents in respect of anything instituted or being considered against You as a liquidated sum (which You hereby acknowledge is a genuine pre-estimate of the costs of GS1 South Africa's in collecting such amount), together with interest. GS1 South Africa reserves the right to charge a fee in relation to bank processing charges imposed on GS1 South Africa in respect of payments for this agreement.

**m. VAT and Other Taxes**

- a. All amounts payable under this Subscription Membership & Licence Agreement are exclusive of VAT.  
b. If a party making a supply under this Subscription Membership & Licence Agreement (the 'Supplier') is liable to pay VAT on that supply;

and

1. the fee or charge stated in this Subscription Membership

& Licence Agreement for that supply does not expressly

- c. include VAT, then the party receiving the supply must pay the Supplier an additional amount equal to the consideration payable for the supply multiplied by the prevailing VAT rate.  
d. GS1 VAT will issue a tax invoice to You for the Fee.  
e. You must pay all other taxes imposed in South Africa in respect of this Subscription Membership & Licence Agreement.  
**n. Your Obligations**  
a. You must:  
a. not at any time during the term of this Subscription Membership & Licence Agreement, or after its termination, do or omit to do anything whereby GS1 South Africa's goodwill, trade or business may be prejudicially affected or brought into disrepute;  
d. comply with the standards set out in the GS1 South Africa's manuals/guidelines and such other directions in relation to use of the GS1 Identification Keys, Electronic Product Codes and Authorised GS1 Data Carriers as GS1 South Africa may give from time to time.  
e. To assist in authentication of GS1 Identification Keys and Electronic Product Codes still in circulation, You must, on request, provide to GS1 South Africa details of: all GS1 Identification Keys and Electronic Product Codes issued and/or registered to You that have been applied by You, or for or on behalf of You, in the previous twelve months; and  
j. b. all GS1 Identification Keys, Electronic Product Codes (whether or not issued and/or registered to You) and  
l. Authorised GS1 Data Carriers that You have processed in the previous twelve months.  
m. 5.3 You represent and warrant to GS1 South Africa that Your Licence Application is true, accurate and complete, in every particular.

**16. Use of GS1 Identification Keys, Electronic Product Codes and Authorised GS1 Data Carriers and other Intellectual Property**

- a. You may use only GS1 Identification Keys and Electronic Product Codes (if applicable) for the Authorised Uses; must not apply any GS1 Identification Keys or Electronic Product Codes issued and/or registered by GS1 South Africa to

any other person (Issued Company) in respect of an Item or thing to identify, track or trace any Item or thing other than that Issued Company's Item or thing;

- c. must not use any numbers that copy (in whole or in part)  
d. any numbers comprised in the GS1 system or that are similar in appearance so as to confuse, or to be likely to confuse,  
e. persons that the numbers are associated with in any way the GS1 system;  
f. d. must only apply the GS1 Identification Keys or Electronic Product Codes (if applicable) issued and/or registered to You in respect of Your Items;  
i. e. must not alter any GS1 Identification Keys or Electronic Product Codes (if applicable) in any way;  
j. recognise GS1 South Africa's title to the GS1 Identification Keys, Electronic Product Codes, Authorised Data Carriers and the GS1 system and related intellectual property and must not  
k. at any time do, assist any other person to do, or allow to be done, any act or thing which may in any way invalidate, challenge, contest or impair GS1 South Africa's rights in regards to GS1 Identification Keys, Electronic Product Codes, Authorised Data Carriers and the GS1 system or related intellectual property;  
q. g. must not permit or procure anyone else to apply the GS1 Identification Keys or Electronic Product Codes (if applicable) issued and/or registered to You to any thing (other than to Items being trade items manufactured by or for You under contract);  
u. h. must ensure that the Products bear all proprietary notices that GS1 South Africa may require from time to time;  
**v. GLN Only Membership Subscription and Licence**  
w. must not sell, transfer or assign (or attempt to sell, transfer or assign) the GS1 Identification Keys or Electronic Product Codes (if applicable) issued and/or registered to You by GS1 South Africa.

**32. Use of Trademarks for Marketing /Promotion**

- a. With GS1 South Africa's prior written consent, you may use the GS1 South Africa's Trademarks for marketing and promotion of the Products. You must ensure that the Trade marks are reproduced only in accordance with the manner, form and other guidelines specified to You by GS1 South Africa from time to time.

**17. Indemnity**

- a. You agree to indemnify GS1 South Africa against all claims, suits, losses, damages or costs suffered or incurred by GS1 South Africa as a result of Your conduct, your use of the GS1 Identification Keys, Electronic Product Codes or Authorised Data Carriers, or any breach of these terms and conditions (including, without limitation, any representation or warranty) by You (except to the extent caused by GS1 South Africa's negligence or wilful misconduct).

**18. Limitation of Liability**

- a. To the maximum extent permitted by law:  
b. all terms, conditions and warranties which would otherwise be implied into this contract are excluded; and where any implied term may not be excluded, GS1 South Africa's limits the liability for breach of that term to the resupply or payment of the cost of resupply of the relevant services.  
d. To the full extent permitted by law, GS1 South Africa excludes all liability (whether arising in negligence, breach of contract or breach of any law) in connection with this Subscription Membership & Licence Agreement for any indirect or consequential loss or damage, including lost profits and

revenue.

- e. To the full extent permitted by law, GS1 South Africa's total liability to You for loss or damage of any kind arising out of this Subscription Membership & Licence Agreement which is not excluded by clause is limited, for any and all claims, to the total Fee paid during the 12-month period prior to the relevant liability accruing.

**19. Privacy and Confidentiality**

- a. You acknowledge that, whilst individuals may unsubscribe from certain communications, one (1) individual must be nominated at all times to receive communications from GS1 in relation to Your subscription membership (including, without limitation, GS1's newsletter to subscriber members).  
c. You must always keep confidential South Africa's that is identified as, or would reasonably be expected to be, proprietary, confidential or commercially sensitive except as permitted by this Subscription Membership & Licence Agreement. You must only disclose that information.  
e. to the extent necessary to perform Your obligations under this Subscription Membership & Licence Agreement and on a 'need-to-know' basis only;  
f. if GS1 South Africa's authorises it in writing; or as required by law.  
g. You agree that South Africa's may make any inquiries it deems necessary to investigate Your creditworthiness including undertaking inquiries with financial institutions, credit reporting agencies,  
i. any personal credit and/or consumer credit information providers (Sources). You authorise the Sources to disclose any information concerning Your creditworthiness in its possession to GS1. You agree that GS1 may disclose any information in its possession concerning Your credit worthiness (to the Sources (including, without limitation, information as to whether You are in default of payment of any Fees).

**20. Termination**

- a. If You, the licensee, elect to terminate this Agreement for any reason, a request for termination must be advised on a standard GS1 South Africa's Termination of Subscription Membership & Service Notification Form, or copy thereof, signed by an authorised representative of your organisation.  
b. Non- payment of subscription membership fees is not recognised as a proper request to terminate.  
c. In its discretion, GS1 South Africa's may terminate this Subscription Membership & Licence Agreement immediately by giving notice if:  
1. You fail to pay any Fee by its due date;  
2. You commit a breach of Your obligations under this Subscription Membership & Licence Agreement;  
e. Subscription Membership & Licence Agreement;  
f. You are declared bankrupt, go into liquidation, have a receiver or other controller appointed, or (being a company) are wound up otherwise than for a reconstruction; or  
g. the GS1 Primary Prefix Licence is terminated or GS1 South Africa otherwise ceases to hold the necessary licence rights to issue GS1 Identification Keys or Electronic Product Codes in South Africa.  
i. In other circumstances GS1 South Africa may terminate this Subscription Membership & Licence Agreement by giving six months written notice to You may terminate this Subscription Membership & Licence Agreement by giving one month's written notice to GS1 South Africa on a standard GS1 South Africa's Termination of Subscription Membership & Service Notification Form, or copy thereof, signed by an authorised representative of your organisation.

- k. Termination of this Subscription Membership & Licence Agreement does not relieve either GS1 South Africa's or You from liability arising from any prior breach of the terms of this Subscription Membership & Licence Agreement. For the avoidance of doubt, termination does not relieve you from your obligations regarding payment of any outstanding fees for this subscription membership and licence.

### 35. Consequences of Termination

- a. On termination of this Subscription Membership & Licence Agreement, Your rights under this Licence Agreement terminate and You must: immediately cease applying the GS1 Identification Keys,
- b. Electronic Product Codes (if applicable) and Authorised Data
- c. Carriers to any of Your Items from the termination date; and
- d. within 7 days, pay to GS1 South Africa all amounts due to GS1 South Africa under this Subscription Membership & Licence Agreement at the termination date.
- e. You are not entitled to any rebate or refund of the Fee or any other fees or charges paid under this Subscription Membership & Licence Agreement, unless this Agreement expressly states otherwise.
- f. On termination of this Subscription Membership and Licence Agreement, GS1 South Africa has the right to reassign the GS1 Identification Keys and Electronic Product Codes to another organisation in accordance with the GS1 South Africa's allocation rules.
- g. The termination or breach of this Agreement does not affect those provisions.
- h. On termination or breach of this Agreement for any reason (including, without limit, the non- payment of fees payable hereunder) You expressly authorise and allow GS1 South Africa's to make reasonable enquiries with third parties (including, without limit, retailers) to ascertain whether You are acting in breach of this Agreement and clause 12.1 hereof.

### 21. Training

- a. You are required to attend an initial basic training session to familiarise Yourself with the GS1 system.
- b. If the initial basic training is attended within 12 months of the date the subscription membership was granted then it will be provided free of charge.

### APPENDIX - GLOSSARY OF TERMS

1. **'Barcode Symbols'** means the data carriers designed to carry the GS1 Identification Keys and other attribute information in a machine readable form.
2. **'Electronic Product Codes'** means, in respect of a subscriber member of GS1 South Africa , the specific range of electronic product codes issued and/or registered to that member by GS1 South Africa
3. in accordance with the GS1 Primary Licence and any additional related information issued to that member by GS1 South Africa's in accordance with the EPCglobal standards.
4. **'Fee'** means the fee for subscription membership payable annually
5. by You to GS1 South Africa specified in the Licence Application (as varied from time to time according to clause 3.2).
6. **'GS1 South Africa'** means GS1 South Africa ,a company limited by guarantee.
7. **'GS1 International'** means GS1 association international sans butlucratif, a company incorporated in Belgium.
8. **'GS1 Master South Africa Licence'** means the exclusive licence granted by GS1 International to GS1 to issue GS1 Identification Keys and Electronic Product Codes in South Africa .
9. **'GS1 Identification (ID) Keys'** or **'GS1 ID Keys'** means, in respect South Africa , the GS1 Company Prefix

- e. You may elect to attend other training courses and sessions,
- f. attendance at which may attract fees and charges.

### 22. GLN Only Membership Subscription and Licence Notices

- a. All notices and other communications in connection with this Subscription Membership & Licence Agreement:
  1. must be in writing; and
  2. take effect from the time they are received unless a later time is specified.
- b. If sent by registered post, notices and other communications are taken to be received the day after posting (or seven days
- c. after posting if sent to or from a place outside South Africa).If sent by facsimile or email, notices and other communications are taken to be received at the time shown in the facsimile or email transmission report as the time that the whole communication was sent.
- d. Notices for You will be sent to the address specified on Your Licence Application (or such other address as You may notify GS1 South Africa (from time to time). Notices for GS1 South Africa must be sent to the Executive of GS1 South Africa's at GS1 South Africa's address as notified to You from time to time.

### 23. General Provisions

- a. This Subscription Membership & Licence Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- b. This Subscription Membership & Licence Agreement is governed by the law in force in South Africa. Each party submits to the non-exclusive jurisdiction of the courts of that place.
- c. A provision of this Subscription Membership & Licence Agreement or a right created under it may not be waived except in writing, signed by the party giving the waiver.
- d. GS1 South Africa may vary the terms and conditions of this Subscription Membership & Licence Agreement at any time by providing not less than one (1) month's written notice to You. Publication of amended terms and conditions of this Subscription Membership & Licence Agreement on GS1 South Africa's website shall constitute written notice to You.Any such variation notified by GS1 South Africa takes effect immediately after such notice period (unless a later date is specified

12. and associated range of GS1 Identification numbers or the single unique GS1 Identification Keys that are issued and/or registered to that member by GS1 in accordance with the GS1 Master South African Licence and any additional related information South African accordance with the GS1 system's technical standards.
13. **'GS1 system'** means:
  - (a) the system of issuing GS1 Identification Keys and Barcode
  14. Symbols in accordance with the GS1 Master South African Licence;
  15. (b) the system of issuing Electronic Product Codes; and
  16. (c) electronic business messaging systems, but expressly excludes all
  17. **'Item'** means a trade item, process, service, shipment, asset, entity or location.
  18. **'Licence'** means the licence granted by GS1 to You to use the GS1 Identification Keys and (if applicable) Electronic Product
  19. **'Licence Application'** means the application whereby You applied to be issued and/or registered for GS1 Identification Keys and (if applicable) Electronic Product Codes and to which this Subscription Membership & Licence Agreement relates.

in the notice). If You do not accept the variation to the terms and conditions, You may terminate this Agreement by written notice to GS1 South Africa at any time prior to such variation taking effect. Your continued use of the GS1 system after such notice shall constitute acceptance of these amended terms and conditions.

- e. You must not assign, transfer or sublicense Your rights or obligations under the Licence or this Subscription Membership & Licence Agreement generally without the prior written consent of GS1. GS1 may require, as a condition to its consent to any transfer of Your rights under the Licence, the provision to GS1 of a completed and signed transfer form in respect of the transfer of rights, in such form as may be required by GS1 from time to time.
- f. We may offer Additional Products and Services, for which we may charge You additional fees and charges (in addition to Fee) and which will be subject to separate terms and conditions.
- g. If any provision of this Agreement is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it must be read down so that it is valid and enforceable (or, if it cannot be so read down, severed) so that the validity and enforceability of the remaining provisions are not affected.

### 24. Definitions

- a. These meanings apply to this Agreement unless the contrary intention appears:
- b. **'Additional Products and Services'** means all products and services provided by GS1 South Africa other than the GS1 system, including, without limitation, all training, testing, consultancy and data synchronisation services (such as DATAnet.za).

### 25. Authorised GS1 South Africa Data Carriers

- Mmeans data carriers designed to carry the GS1 Identification Keys and other attribute information in a machine-readable form and includes two dimensional and three-dimensional Barcode Symbols and Radio
- a. Frequency Identification (RFID) tags.
  - b. **'Authorised Uses'** means use in Your ordinary business operations in connection with the identification of locations in your business
  - c. for the purpose of aiding the tracking and tracing of Items at any
  - d. point in the supply chain. For this agreement, the Authorised Use restricted to the use of assigned GS1 Identification Keys of type GLN only.

### 20. 'Subscription Membership & Licence Agreement'

- means this Subscription Membership & Licence Agreement.
21. **'Trademarks'** means the trademarks associated with GS1 and/or the GS1 system.
  22. **'You'** means the individual, company, corporation or other legal entity named in the Licence Application. 'Your' has a corresponding meaning.
  23. holding companies, officers, representatives, servants and/or agents (as the context may require).
  24. **"Business Day"** means any day of the week except Saturday, Sunday or a national public holiday in South Africa.
  25. **"Business Hours"** means shall be from 08h00 to 17h00 on a Business Day;
  26. **"Companies Act"** means the Companies Act, No. 71 of 2008 (as amended from time to time);
  27. **"Consumer Protection Act"** means the Consumer Protection Act, No. 68 of 2008 (as amended from time to time).
  28. **"Document"** means this document containing the Terms and Conditions.
  29. **"General Terms and Conditions"** means those terms and conditions set-out in Part A of this Document.
  30. **"GS1"** means GS1 South Africa, a division of CGCSA.

31. **"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.
32. **"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.
33. **"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.
34. **"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.
35. **"GS1 Member"** means a Member of GS1.
36. **"GS1 Terms and Conditions"** means those terms and conditions set-out in Part D of this Document.
37. **"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.
38. **"Liquidation Event"** means, in relation to a Member, any of the following events or circumstances:
- (a) 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
  - (b) 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
  - (c) 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
  - (d) 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 / refinancing in circumstances other than insolvency;
39. **"Losses"** means collectively any losses, costs, expenses, penalties, liabilities and/or damages.
40. **"Member"** means CGCSA or GS1 Members and/or Initiative Members (as the context may require).
41. **"Membership"** means the state of being a Member of CGCSA or GS1 and/or any Initiative.
42. **"Products"** means the products manufactured, marketed, distributed and/or sold by a Member.
43. **"Services"** means the services rendered by CGCSA or GS1 and/or any Initiative from time to time.
44. **"South Africa"** means the Republic of South Africa.
45. **"Terms and Conditions"** means the General Terms and Conditions, **"Trade Marks"** means the trade-marks of and/or associated with GS1.
46. **"VAT"** means value-added tax, as levied in terms of the VAT Act.
47. **"VAT Act"** means the Value-Added Tax Act No. 89 of 1991 (as amended periodical



