

Company Name:

# **GS1 Pakistan Company Prefix Application**

General

# Part A - Company Information

(Alata Blassa Carlina Ala	Comment Name A	Ashabas NITNIN				
(Note: Please Confirm Abo Street Address:	ove Company Name N	latches NIN)				
City:		Post Code:	Post Code:		Tel (Including City Codes):	
Email:		Trading Zo	Trading Zones (Africa, Europe,		Asia):	
Tax No:	Company Registr	ation No:	No of Employees:		Website:	
Do You Require GLN	Yes No?				<u> </u>	
If YES, Please Provide Complete GLN address if it is different from above mentioned address:			Different Billing Address (Please Insert Full Billing Address Below):			
			1			
Part B - Con	tact Informat	ion				
CEO / Managing Director/ Proprietor:	1 '	First Name:		Last Name:		
	Email:					
	Telephone:	Telephone:		Fax:		
Key Contact (For Activate Tool):	Mr/Mrs	First Name:		Last Name:		
	Email:			1		
	Telephone:	Telephone:		Fax:		
Accounts Contact:	Mr/Mrs	lr/Mrs First Name:		Last Name:		
	Email:	Email:				
	Telephone:	Telephone:		Fax:		

## 1. Product category that best identifies your business.

**Dairy Products** Sea Foods Detergents Agricultural **Industrial Goods** Snack Foods **Bakery Products** Faas Mineral water Electric Heaters Soaps **Beverages** Paper & Stationery **Sports Goods Building Materials** Fauipment's Perfume & Cosmetics Tea Chemicals Food

Rice Tissue Papers Cigarettes Fruit Juices Not Specified

**Cleaning Products** Confectionery Fruits and Vegetables Export Tovs Computer Software

# 2.Please Indicate What Type of Product You Need to Barcode (multiple choices are possible)

Retail Item for point of sale carton/outer case Logistic Unit for transport/shipment

Toiletries

### 3.Please Indicate Below the Number of Global Trade Item Numbers (GTIN's) You Require:



# Part D - Fee Structure

Any Individual/Firm/Company applying for the GTIN-13/GLN or GTIN-8 barcode numbers will be required to pay following Entrance and Annual Fees along with the GS1 Pakistan Standard Application Form duly completed.

### **Entrance Fee (Inclusive of Govt. Taxes)**

Entrance Fee Schedule for GTIN-13's	Entrance Fee	Punjab Revenue Authority (16%)	Total Fee
For 10 GTIN-13s	PKR 19,565	PKR 3,130	PKR 22,695
Above 10 GTIN-13s (50% of Normal Entrance Fee)	PKR 39,131	PKR 6,261	PKR 45,392
For 1 GTIN-13s / GLN	PKR 30,467	PKR 4,875	PKR 35,342

(Members availing 50% rate for Entrance Fee will be required to pay the balance amount of Rs. 16,304/+16% PRA when applying for Additional Numbers)

# Annual Fee (Inclusive of Govt. Taxes)

Annual Fee Schedule for GTIN-14's	Annual Fee	Punjab Revenue Authority (16%)	Total Fee
1 GTIN-13s / GLN	PKR 6,522	PKR 1,044	PKR 7,566
10 GTIN-13s	PKR 6,522	PKR 1,044	PKR 7,566
100 GTIN-13s	PKR 10,435	PKR 1,670	PKR 12,105
300 GTIN-13s	PKR 13,044	PKR 2,087	PKR 15,131
500 GTIN-13s	PKR 19,565	PKR 3,130	PKR 22,695
1,000 GTIN-13s	PKR 26,087	PKR 4,174	PKR 30,261

### (Annual Fee Are Due from One Calendar Year of the Allocation Date)

 As of from the second year, companies are requested to pay the annual renewal fee. For example, if you request 300 GTIN-13s, you will need to pay Rs. 60,523/- (Entrance + Annual Fees) for the first year and Rs.15,131/- in subsequent years.

Note: Late fee charges of 5% will apply to the renewal invoice if payment is made after the due date.

- GTIN-8 numbers encoded in EAN-8 barcode symbols are used on very small retail items (e.g. cigarettes, cosmetics, etc.) where is there is insufficient space on the label or package to include an EAN-13 barcode.
- Annual Fee: Per GTIN-8s: Rs 3,260/+16% PRA (Minimum 10 GTIN's) Please indicate here the number of GTIN-8s you require:

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### 1. Grant of License

GSI Pakistan grants You a non-exclusive nontransferable license to use the GSI company prefix in connection with the supply and sale of our products

### Term

The License and these terms and conditions come into effect for You on the date on which GS1 Pakistan notifies You of its acceptance of your GS1 Company Prefix License and GS1 Pakistan Membership and continues until terminated as provided in clause 9.

Fees
You must pay the Membership Fee to GSI annually within 30 days of the date of GSI's invoice.
GSI may, from time to time, increase the Membership Fee.
Where products bearing the GSI identification numbers issued to You, as well as GSI identification numbers associated with locations are already in the marketplace at the time the License is terminated, not with standing such termination, you will remain liable for a fee equivalent to the then current Membership Fee for the period that You continue to distribute those Products. You continue to distribute those Products.

### Consent

Member understands and agrees that its Data is shared by GS1 Pakistan with data recipients through both local and global GS1 services.

- The Member represents and warrants that its Data:
- a. Originates from, is authorized or approved(validated) by the Member.
   b. Does not violate any third-party rights, including b. Does not violate any trind-party rights, including privacy rights, copyrights, trademarks, patents or other intellectual property rights of any third party, or violates any applicable laws or regulations,
   c. Does not contain any virus, Trojans, worms, logic bombs or any other materials which are malicious or technologically harmful.

### 6. Data Quality

Member understands that Data will be validated against and shall comply with the validation rules [set out in the GS1 General Specifications, available via <a href="https://www.gs1.org/standards/barcodes-">https://www.gs1.org/standards/barcodes-</a> the Global Data Dictionary] and any other technical specifications that may be implemented and/or as amended from time to time. Member shall be responsible for the quality of the data.

### 7. Remedial Action

Remedial Action
If GS1 Pakistan, in its sole discretion, suspects or believes that Data is submitted to or published in GS1 Activate Solution in violation of this agreement (e.g. it violates a third party's intellectual property rights), it may take appropriate remedial action (including, without limitation, by temporarily suspending the availability of or definitively removing the said Data from the GS1 Activate and GS1 Registry Platform.

## 8. Designees

Designes
If Member acts on behalf of (e.g. as an agent,
distributor, content provider) a Principal Member
(e.g. a manufacturer) to create, maintain, manage
and/or deliver its Principal Member's Data, Member
must be able to demonstrate its authority to
provide Principal Member's Data for the purpose
and grant the license set out in this agreement at
all times and on GS1 Pakistan first request.

Warranty Disclaimer
GSI Pakistan makes no warranties, express or implied, and GSI specifically disclaims any warranty of merchantability or fitness for a particular purpose. GSI Pakistan does not guarantee that the GSI Numbers will meet "all requirements" of Your

### 10. Your Conduct

- Your Conduct You must not at any time during the term of the Membership and License, or after its termination, do or omit to do anything whereby GSI's goodwill or reputation may be prejudicially affected or brought into disrepute. You must comply with the technical standards set out in the GSI Pakistan manuals/guidelines and such other directions as GSI may give from time to time.

Use of the GS1 Numbers
 Vou must only use the GS1 numbers issued to You in connection with the manufacture, sale and identification of Your Products/Locations.

- b. You must not alter the GS1 numbers licensed to
- you in any way; You must not transfer, share, sell, lease, sub-license or sub-divide the GS1 numbers and permit them to be used by anyone else; You must recognize GS1 Pakistan's title to the GS1
- numbers and related intellectual property and must not at any time do or allow to be done any act or thing which may in any way impair GSI's rights in regard to GSI numbers or related intellectual property.

12. Indemnity

Member shall fully indemnify, hold harmless and defend GSI Pakistan, GSI AISBL, as well as any GSI Member Organization from and against all claims, actions, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees and costs), brought by any consumer, government agency or other third party which arise out of, relate to or result from: result from

- Any allegation that any use, publication or distribution of Member Data infringes any patent, copyright, trademark, data base right or other
- copyright, trademark, data base right or other intellectual property right.

  Any breach or alleged breach of [this agreement] or any applicable laws or regulations by Member and/or its Authorized Users; and/or Any allegation that any Member Data has been made available Member in breach of the Member
- warranties given herein.

- warranties given herein.

  13. Limitation of Liability
  a. To the full extent permitted by law, GSI Pakistan excludes all liability in connection with this License for any indirect or consequential loss or damage, including lost profits and revenue.
  b. To the full extent permitted by law, GSI Pakistan's total liability to You for loss or damage of any kind arising out of this License which is not excluded by clause 13.a is limited, for any and all claims, to the total License Fee paid during the 12-month period prior to the relevant liability accruing.
  c. Member shall be liable for the data it shares in GSI Activate. To the fullest extent permitted by law, neither GSI Pakistan, GSI AISBL nor any other GSI Member Organization shall be liable to a third party for any harm, effects or damages whatsoever, including but not limited to actual, direct, consequential, indirect, incidental or punitive damages, even if advised of the possibility of such damages, arising out of or in relation to the third party's use of Member's Data.

### 14. Termination

- I ermination
  GSI Pakistan may terminate the license immediately by giving notice if:
  You fail to pay the Membership Fee by its due date:
  You commit a breach of Your obligations under these terms and conditions.
  You are declared bankrupt, go into liquidation,
- have a receiver or other controller appointed, or (being a company) are wound up otherwise than for the purpose of a reconstruction; d. Either GSI Pakistan or You may terminate this Membership Agreement and License in any other circumstances by giving six months' written notice to the other party.
- to the other party.
  Termination of this Membership Agreement and License does not relieve either GSI or You from liability arising from any prior breach of the terms of this Agreement.

- 15. Consequences of Termination
  a. On termination of the Membership Agreement,
  your rights under this Agreement terminate and
  You must: Immediately cease applying the GSI
  Numbers and Barcodes to any of your Products
  manufactured or sold by You after the termination
  date, as well as to any locations associated with
  you and within 30 days, pay to GSI Pakistan all
  amounts due to GSI Pakistan under this License at
  the termination date.
  b. You are not entitled to any rebate or refund of the
  Membership Fee or any other fees or charges paid
- Membership Fee or any other fees or charges paid under this License, unless this License expressly states otherwise.
- states otherwise.

  c. The termination or expiry of this Agreement does not affect those provisions, which by their nature survive termination, including clause 13 and 14.

  d. Notwithstanding termination of the GS1 Pakistan License Agreement, GS1 may retain the data provided by Member. [By default, such data will be shown but marked as no longer updated. Member may however request that GS1 no longer shows the data.]

### 16. General Provisions

- All notices and other communications in connection with this Membership Agreement and
- connection with this Membership Agreement and License must be in writing and take effect from the time they are received unless a later time is specified.

  b. Notices for You will be sent to the address specified on your Membership application (or such other address as You may notify GS1 Pakistan of from time to time).

  c. This Membership Agreement and License is governed by the law in force in Pakistan. Each party submits to the non-exclusive jurisdiction of the courts of that place.
- the courts of that place.

- 17. Membership Agreement and License

  Membership Agreement and License is governed
  by the law GS1 GTIN 14s used for unique
  identification of medical devices ("Unique Device
  Identifiers" or "UDI").

  a. Member Company understands that GS1 Pakistan is
  a member of the global GS1 organization ("GS1
  Global Office"), which has been accredited by
  certain regulatory agencies as an issuer of UDIs
  and, in that capacity, both are subject to certain
  regulatory obligations (e.g. reporting of companies
  that use the GS1 standards for unique identification
  of medical devices).

  b. Member Company understands that when it uses
- Member Company understands that when it uses GSI GTIN 14s to identify a product that may be characterize as a medical device under the laws of
- characterize as a medical device under the laws of the country where such product is marketed (a "Medical Device"), the following rules shall apply:

  i. Upon applying for a license Member Company must inform GSI Pakistan if a GSI GTIN 14s will be used to identify a Medical Device and in which country the related product will be marketed;

  ii. Member Company is and shall at all times remain responsible for the information about the Medical Device provided by it to GSI Pakistan and for compoliance with any applicable regulatory
- compliance with any applicable regulatory obligations and shall ensure any information provided to MO is accurate and up to date at all
- times.

  iii. GS1 Pakistan may monitor correct implementation of the GS1 Standards by Member Company;

  iv. In case GS1 Pakistan identifies a Deficiency (as defined in section c below), GS1 Pakistan may inform Member Company in writing (addressed to Member Company's usual contact person) of such Deficiency, suggesting a way to correct the Deficiency and requiring Member Company to correct such Deficiency within 90 calendar days from the date of the notification (the "Correction Period").
- correct such Deficiency within 90 calendar days from the date of the notification (the "Correction Period").

  V. GS1 Pakistan may monitor whether Member Company has corrected a Deficiency within the Correction Period. Failing such correction, at the latest eight (8) calendar days after expiry of the Correction Period, GS1 Pakistan may contact Member Company again and seek to amicably resolve the Deficiency.

  VI. If the Deficiency is not corrected within an additional period of 90 days from the expiry of the Correction Period and pertains to a repeated and/or deliberate misuse of the GS1 Standards related to UDI, GS1 Global Office, working with the GS1 MO, may inform the regulator and modify the use (incl. suspension and revocation) of the GS1 Company Prefix for UDI implementation in the relevant jurisdiction, as a follow-up action taken in cooperation with the relevant regulator.
- cooperation with the relevant regulator.

  vii.Member Company acknowledges and agrees that
  GSI Pakistan must, in the context of its regulatory
  obligations, share certain information with the
  relevant regulators either directly or via GSI Global
  Office, including without limitation: the fact that
  Member Company uses the GSI GTIN 14s to identify
  Medical Devices marketed in the regulator's
  country, the GSI GTIN 14s, the name of Member
  company, as well as any identified and uncorrected
  Deficiencies. Member Company understands that
  neither GSI Pakistan nor GSI Global Office may be
  held liable for any direct or indirect consequences,
  losses or damages resulting of GSI Pakistan and/or
  GSI Global Office providing such information to a GS1 Global Office providing such information to a regulator.
  For the purpose of this section, a "Deficiency

means any of the following: a misconstruction of the identifier, a mismatch between the name of the company holding the license for the GSI Key and the company using the GS1 Key or any other inaccurate, incomplete or outdated information

I hereby confirm that I have thoroughly read, fully understood, and willingly agreed to all the terms and conditions in their entirety, without any reservations.

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# **GS1 Pakistan (Guarantee) Ltd**

Habib Metropolitan Bank Ltd.

Paper Market Branch New Challi, Karachi.

A/c No: **6-01-13-20311-714-182748** IBAN: **PK68 MPBL 0113 0271 4018 2748** 

(Note: If you pay by bank transfer, please transfer the required amount exclusive of local bank charges.)



# Part G - Declaration

Please send "proof of payment" with your completed Application to <a href="mailto:shahid@gs1pk.org">shahid@gs1pk.org</a>, state the reason for payment as: "GS1 Pakistan (Guarantee) Ltd." and include the NAME OF YOUR COMPANY.

# **ATTN: Accounts Department**

# **GS1 Pakistan (Guarantee) Ltd.**

Office No. B-2, 2nd Floor, Azzainab Court, Campbell Street, Karachi-74200 (Pakistan).

**T:** +92(0)21-3221 5844 / 3260 1331

**E:** info@gs1pk.org **NTN:** 3338081-3

PNTN: 3338081-3 (Punjab Revenue Authority)

I/We have read and agreed to abide by the <b>Terms and Conditions</b> (part E of Application enclosed) of the GS1 Company Prefix License.			
	_		
Digital Signature & Stamp	-	Date	

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