

I- Company Information (in CAPITAL LETTERS)

COMPANY NAME:			
STREET ADDRESS:			
CITY:	POST CODE:	COUNTRY:	
<input type="checkbox"/> Allocation of GLN / Address (SITE)			
CITY:	POST CODE:		
TEL (including country and city codes):	FAX:	EMAIL:	
TRADING ZONES (<i>Africa, Europe, Asia.etc</i>):	Countries in which you have subsidiaries or a parent company:		
TAX NO:	NO: OF EMPLOYEES:	COMPANY REGISTRATION NO	WEBSITE:

INVOICE/CORRESPONDENCE ADDRESS (please tick where appropriate)

<input type="checkbox"/> Same as Company Address	<input type="checkbox"/> Different Address (please insert full billing address below):

II- Contact Persons Information (in CAPITAL LETTERS)

CHIEF EXECUTIVE OR CHIEF FINANCIAL OFFICER:	MR/MRS	FIRST NAME:	LAST NAME:
	EMAIL:		
	TELEPHONE:		FAX:
KEY CONTACT:	MR/MRS	FIRST NAME:	LAST NAME:
	EMAIL:		
	TELEPHONE:		FAX:
ACCOUNTS CONTACT:	MR/MRS	FIRST NAME:	LAST NAME:
	EMAIL:		
	TELEPHONE:		FAX:

III- Product Information

1. Product category that best identifies your business. *(Please Check One)*

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| <input type="checkbox"/> Agricultural | <input type="checkbox"/> Industrial Goods |
| <input type="checkbox"/> Bakery Products | <input type="checkbox"/> Mineral water |
| <input type="checkbox"/> Bed & Linens | <input type="checkbox"/> Paper & Stationery |
| <input type="checkbox"/> Beverages | <input type="checkbox"/> Perfume & Cosmetics |
| <input type="checkbox"/> Building Materials | <input type="checkbox"/> Pharmaceuticals |
| <input type="checkbox"/> Chemicals, | <input type="checkbox"/> Ready Made Garments |
| <input type="checkbox"/> Cigarettes | <input type="checkbox"/> Rice |
| <input type="checkbox"/> Cleaning Products | <input type="checkbox"/> Sea Foods |
| <input type="checkbox"/> Computer Software | <input type="checkbox"/> Snack Foods |
| <input type="checkbox"/> Confectionery | <input type="checkbox"/> Soaps |
| <input type="checkbox"/> Dairy Products | <input type="checkbox"/> Sports Goods |
| <input type="checkbox"/> Dental Instruments | <input type="checkbox"/> Surgical Equipments |
| <input type="checkbox"/> Detergents | <input type="checkbox"/> Tea |
| <input type="checkbox"/> Eggs | <input type="checkbox"/> Textile |
| <input type="checkbox"/> Electric Heaters | <input type="checkbox"/> Tissue Papers |
| <input type="checkbox"/> Equipments | <input type="checkbox"/> Toiletries |
| <input type="checkbox"/> Food | <input type="checkbox"/> Toys |
| <input type="checkbox"/> Fruit Juices | <input type="checkbox"/> Not Specified _____ |
| <input type="checkbox"/> Fruits and Vegetables Export | |

IV – Terms & Conditions

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| <p>1. Grant of License
GS1 Pakistan grants You a non-exclusive non-transferable license to use the GS1 company prefix in connection with the supply and sale of your products.</p> | | |
| <p>2. 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.</p> | | |
| <p>3. Fees
a. You must pay the Membership Fee to GS1 annually within 30 days of the date of GS1's invoice.
b. GS1 may, from time to time, increase the Membership Fee.
c. Where products bearing the GS1 identification numbers issued to You. as well as GS1 Identification numbers associated with locations, are already in the marketplace at the time the License is terminated, notwithstanding 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.</p> | <p>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 https://www.gs1.org/barcodes-epcrfid-id-keys/gs1-general-specifications, 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.</p> | <p>purpose. GS1 Pakistan does not guarantee that the GS1 Numbers will meet "all requirements" of Your business.</p> |
| <p>4. Consent
Member understands and agrees that its Data is shared by GS1 Pakistan with data recipients through both local and global GS1 services</p> | <p>7. 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.</p> | <p>10. Your Conduct
a. 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 GS1's goodwill or reputation may be prejudicially affected or brought into disrepute.
b. You must comply with the technical standards set out in the GS1 Pakistan manuals/guidelines and such other directions as GS1 may give from time to time.</p> |
| <p>5. Warranties
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 privacy rights, copyrights,</p> | <p>8. Designees
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..</p> <p>9. Warranty Disclaimer
GS1 Pakistan makes no warranties, express or implied, and GS1 specifically disclaims any warranty of merchantability or fitness for a particular</p> | <p>11. Use of the GS1 Numbers
a. You 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;
c. You must not transfer, share, sell, lease, sub-license or sub-divide the GS1 numbers and permit them to be used by anyone else;
d. 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 GS1's rights in regard to GS1 numbers or related intellectual property.</p> <p>12. Indemnity
Member shall fully indemnify, hold harmless and defend GS1 Pakistan, GS1 AISBL, as well as any GS1 Member Organization from and against all claims, actions, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees and costs),</p> |

brought by any consumer, government agency or other third party which arise out of, relate to or result from :

- a. any allegation that any use, publication or distribution of Member Data infringes any patent, copyright, trademark, data base right or other intellectual property right;
- b. any breach or alleged breach of [this agreement] or any applicable laws or regulations by Member and/or its Authorized Users; and/or
- c. any allegation that any Member Data has been made available Member in breach of the Member warranties given herein.

13. Limitation of Liability

- a. To the full extent permitted by law, GS1 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, GS1 Pakistan's total liability to You for loss or damage of any kind arising out of this License which is not excluded by clause 7.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 GS1 Activate. To the fullest extent permitted by law, neither GS1 Pakistan, GS1 AISBL nor any other GS1 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

GS1 Pakistan may terminate the License immediately by giving notice if:

- a. You fail to pay the Membership Fee by its due date;
- b. You commit a breach of Your obligations under these terms and conditions;
- c. 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 GS1 Pakistan or You may terminate this Membership Agreement and License in any other circumstances by giving six months' written notice to the other party.
- e. Termination of this Membership Agreement and License does not relieve either GS1 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 GS1 Numbers and Bar Codes 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 GS1 Pakistan all amounts due to GS1 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 under this License, unless this License expressly 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

- a. All notices and other communications in 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

I/We _____ have read and agreed to abide by the **Terms and Conditions** (Part IV of Application enclosed) of the GS1 Company Prefix License / GLN Membership Update Form.

Authorised Signature and Company Stamp

Date