

# APPLICATION and CONTRACT for Additional 1000 Serials

Please use block capitals		
Company Name:	C.R	
Street Address:	V.A.T	
City:P.O.Box :	Country :	
Tel : Fax :	Email :	
Name of Authorized Signatory :	Title C.P.R	
Company Contact Name :	Title:	
Name and address of Parent Company Or Subsidiaries (if applicable):		
Major Product Category: [e.g, Food / Hardy	vare / Cosmetics / Clothing, etc]	
Each different product variant [ie, different receive a separate and unique GS1-13 a	to barcode?:  nt color, size, weight, flavor, etc] and trade unit must article number. Covering the next 3-year period, please	
provide an estimate (above) of the number		
	entation and technical advice (help desk) is tional 1000 items prefixes barcode is valid only in conjunction ement.	
GS1 International & GS1 Bahrain, our subs	x and agree to respect the identification rules established by cription and right to use the GS1 company prefix following liable to GS1 Bahrain for any loss or damage caused.	
Authorized Signature:	Title of Signatory:	
Name in block capitals:	//	

Please return your completed application forms Signed and Stamped along with your payment by check in the name of **GS1 Bahrain** or by Fawri+ to our: AL SALAM - IBAN: **BH72ALSA00130928100100** 



# **Additional 1000 Barcodes Prefix License Contract Terms and Conditions**

#### 1. Grant of License

GS1 Bahrain grants You a non-exclusive non-transferable license to use the GS1 company prefix in connection with the supply and sale of your products.

#### 2. Term

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

## 3. Fees

- a You must pay the License Fee to GS1 Bahrain annually within 30 days of the date of GS1's invoice.
- b GS1 may, from time to time, increase the License Fee.
- c Where products bearing the GS1 identification numbers issued to You 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 License Fee for the period that You continue to distribute those Products.

#### 4. Your Conduct

- a You must not at any time during the term of the 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 Bahrain manuals/guidelines and such other directions as GS1 Bahrain may give from time to time.

## 5. 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:
- 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 subdivide the GS1 numbers and permit them to be used by anyone else;
- d You must recognise GS1'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 regards to GS1 numbers or related intellectual property.

## 6. Indemnity

You agree to indemnify GS1 Bahrain against all claims, suits, losses, damages or costs suffered or incurred by GS1 Bahrain as a result of Your conduct, Your use of the GS1 Numbers and any breach of these terms and conditions by You (except to the extent caused by GS1 Bahrain's negligence or wilful misconduct).

## 7. Limitation of Liability

- a To the full extent permitted by law, GS1 Bahrain excludes all liability in connection with this License for any indirect or consequential loss or damage, including lost profits and revenue:
- To the full extent permitted by law, GS1'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.

## 8. Warranty Disclaimer

GS1 Bahrain makes no warranties, express or implied, and GS1 Bahrain specifically disclaims any warranty of merchantability or fitness for a particular purpose. GS1 Bahrain does not guarantee that the GS1 Numbers will meet "all requirements" of Your business.

## 9. Termination

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

- a You fail to pay the License 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 Bahrain or You may terminate this License in any other circumstances by giving six months written notice to the other party.
- e Termination of this License does not relieve either GS1
  Bahrain or You from liability arising from any prior
  breach of the terms of this License.

## 10. Consequences of Termination

- a On termination of the License, your rights under this License 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; and
  - (ii) Within 30 days, pay to GS1Bahrain all amounts due to GS1 under this License at the termination date.
- b You are not entitled to any rebate or refund of the License Fee or any other fees or charges paid under this License, unless this License expressly states otherwise.
- c The termination or expiry of this License does not affect those provisions, which by their nature survive termination, including clause 6 and 7.

# 11. General Provisions

- a All notices and other communications in connection with this License must be in writing and take effect from the time they are received unless a later time is specified.
- b The rate for use of GS1/ Barcode system is agreed to BD 100+5%VAT= <u>BD 105 /- Annual Fee</u> for Additional 1000 items prefix barcode payable annually at the date of renewal of this agreement.
- c Notices for You will be sent to the address specified on your License application (or such other address as You may notify GS1 Bahrain of from time to time).
- d This License is governed by the law in force in Bahrain. Each party submits to the non-exclusive jurisdiction of the courts of the place.
- e This agreement is binding and is valid only in conjunction with and existing GS1 Bahrain agreement.

We (Company Name)		agree to abide by the Terms and Conditions of the ation payment of BD 105 /- annually.
Authorized Signature	_Date	_Company Stamp