

Dear Sirs,

Thank you for contacting GS1 Bahrain the sole official Member Organization of GS1 Global.

### About Us:

As a true multi-industry system, GS1 Bahrain offers barcode business solutions to industries worldwide. Our member companies adopt and integrate GS1·UCC identification standards (International Unique Barcode Numbers) which leads them to total visibility of goods and services in logistics, supply and administrative processes.

Currently, companies from a wide range of industries benefit from the GS1 system including, GCP, GLN, for retail, healthcare, packaging, transport, public procurement and defense, publication, services, engineering, computers and apparel manufacturers, etc.

### Required Documents for membership:

- Copy of valid Commercial Registration Certificate (CR)
- Copy of your VAT Registration Certificate
- Copy of CPR or Identity Card
- Completed Application Form
- Signed and Stamped Application and Terms and Conditions.
- Payment of Introductory Fees and Annual Fees
- Original hard copies to be delivered by hand to our offices in Sitra.
- Universal Lighting Building No. 855, Sh. Jaber Highway, Block 608, Sitra.

### Pricing:

The Barcode License is issued to companies based on an Annual Subscription Fee.

- One Time Payment Joining Fee of BD 50
- Annual Fees of BD 250, plus 10% VAT.
- The first year payment is BD 330 and then onwards BD 275 every year.
- Payments by online to IBAN: **BH72ALSA00130928100100**
- Payments by check in the name of **GS1 Bahrain**
- Please return The Application and Terms and Conditions papers all pages signed and stamped.

Upon receipt and approval of your application along with the required documents your membership containing your unique barcode prefix can be issued within 24 hours.

Looking forward to hearing from you in the near future.

Kind regards,

*Raed Al-Samahiji*

Raed Al-Samahiji  
President & CEO



## Standard GCP Application

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: \_\_\_\_\_ CPR \_\_\_\_\_

Company Contact Name: \_\_\_\_\_ Title : \_\_\_\_\_

Name and address of Parent Company  
Or Subsidiaries (if applicable): \_\_\_\_\_

Major Product Category: [e.g, Food / Hardware / Cosmetics / Clothing, etc.....]

What is the estimated number of barcodes you will start with? \_\_\_\_\_

Each different product variant [ ie, different color, size, weight, flavor, etc.....] and trade unit must receive a separate and unique GS1-13 article number. Covering the next 3-year period, please provide an estimate (above) of the number of different articles to be identified.

The fee for a GS1 Company prefix, documentation and technical advice (help desk) is

BD 50 /- (Fifty) One Time Joining fee, and BD 250 /- (Two Hundred and Fifty) Plus 10% VAT Annual Subscription Fee for 1000 items serial barcode.

*We hereby apply for an GS1 Company prefix and agree to respect the identification rules established by GS1 International & GS1 Bahrain, our subscription and right to use the GS1 company prefix following cancellation of our subscription will render us liable to GS1 Bahrain for any loss or damage caused.*

Authorized Signature: \_\_\_\_\_ Title of Signatory: \_\_\_\_\_

Name in block capitals: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Please return your completed application form and contract both signed and stamped and payment of B.D. 330 /- in the name of GS1 Bahrain to our official address listed below:

GS1 Bahrain c/o Universal Lighting Building No 855, Sh. Jaber Highway Sitra, Block 608  
Payment can also be made by online transfer or by Fawri+ to IBAN: BH72ALSA00130928100100

## Terms and Conditions of the GS1 Member Licence Agreement with GS1 Bahrain covering the use of GTIN Number.

Any Reference of "GTIN Number" means the GS1 Company Prefix (GCP) allocated to You and the corresponding Global Trade Item Number and Data provided by you.

The following terms and conditions apply to the licence to use the GTIN Number granted by GS1 Bahrain to the licensee. Use of the GTIN Numbers constitutes agreement by the licensee to these terms & conditions that may lead to termination of the licence.

### 1. Definitions

The following definitions will apply within these terms and conditions:

- 1.1 "Business Day" means any day of the week except Saturday, Sunday or a national public holiday.
- 1.2 "GS1" Means the GS1 Bahrain, a Bahraini Non-Government Organization registered as Company
- 1.3 "Data Provider" "Any party providing data, including, without limitation, a brand owner, a distributor and an importer, as well as any designee of the brand owner authorised to create, maintain, manage and/or deliver Data on behalf of such brand-owner (e.g. content providers).
- 1.4 "Intellectual Property" means 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 Trade Marks.
- 1.5 "Licence" Means the licence granted by GS1 Bahrain to You to use the GTIN Numbers.
- 1.6 "Licensee" Means You.
- 1.7 "Products" Means the products manufactured and/or distributed and; /or sold by You.
- 1.8 "Registration Form" Means the GS1 Bahrain registration form whereby persons apply to become members of GS1 and for the issue of GTIN Numbers.
- 1.9 "Terms and conditions" means these terms and conditions as varied from time to time by GS1 Bahrain in accordance with Clause 9.
- 1.10 "Trade Marks" Means the trademarks associated with GS1 And/or the GTIN.UCC numbering system.
- 1.11 "You" means the person, company, corporation or other A legal entity that has signed the Registration Form applying for membership of GS1 Bahrain and the issuance of GTIN numbers. "Your" has a corresponding meaning.

### 2. Grant Licence.

If GS1 Bahrain accepts your application for membership in GS1 Bahrain and agrees to also issue You with GTIN Numbers, GS1 Bahrain also grants You a nonexclusive non-transferable license to use these GTIN numbers in connection with the supply and sale of Your products. The Licence will commence on the date that GS1 Bahrain issues You with Your GTIN numbers and will continue until terminated as provided in Clause 15.

### 3. Commencement Date

These and conditions come into effect once the document is signed

### 4. Fees

4.1 You will pay GS1 Bahrain an annual Membership fee. The Membership fee must be paid by you to GS1 Bahrain is BD 330 in full for the first year and then after BD 275 annually by no later than the date stipulated by GS1 from time to time.

- 4.2 As at the commencement of the Licence the amount of the annual Membership Fee is as specified to you by GS1 Bahrain. GS1 Bahrain may, from time to time, increase or decrease the amount of the Membership fee.
- 4.3 In case of upgrades and/or downgrades in the category of membership, an administrative fee will be charged.
- 4.4 Where Products bearing GTIN Numbers issued to You are already in the marketplace at the time of termination of the Licence, notwithstanding such termination You will remain liable for a fee equivalent to the membership fee for the period that those Products remain in the marketplace.
- 4.5 You will pay interest at the prevailing commercial rate on any amount due and not paid within the timeframe required by the licence.

### 5. Your Conduct

- 5.1 You will not at any time during the term of the Licence, or after its termination, be a party to any act, matter or thing whereby GS1's goodwill, trade or business may be prejudicially affected or brought into disrepute.
- 5.2 You will abide by and comply with the technical standards set out in the GS1 Bahrain guidelines and/or manuals and/or rules set out in GS1 Bahrain website and such other directions as GS1 may give from time to time.
- 5.3 You will permit inspection of your operations and products which relate to the GTIN Numbers at regular intervals to ensure that these terms and conditions are being observed and complied with.
- 5.4 You will provide GS1 Bahrain with all Product Data to which You have allocated.
- 5.5 Data Provider has consented to share the Data with third parties through a service made available globally by GO and GS1 Bahrain. Such consent may be express or implied (sharing the Data with the global service is the default setting) provided it is unambiguous and valid under local law.
- 5.6 Data Provider guarantee that the Data:
  - (i) originates from, is authorised, or approved (validated) by the Data Provider.
  - (ii) does not violate any third party rights, including privacy rights, copyrights, trademarks, patents or other intellectual property rights of any third party, or violates any applicable laws or regulations;
- 5.7 All data submitted to the GS1 Bahrain will be validated against and must comply with the data validation rules set in the GS1 General Specifications and the Global Data Dictionary. The Data Provider is liable for the quality of the data and that neither GS1 Global office, not GS1 Bahrain may be held liable for the quality of the Data.

### 6. Use of GTIN Numbers and other Intellectual Property

- 6.1 You are only entitled to use the GCP and corresponding Data that you submitted to GS1 Bahrain. You must not use any numbers issued by GS1 to any other person. You must not use any numbers which purport to be issued by GS1 or which copy the GTIN.UCC numbering system. You will only use the GTIN Numbers allocated with you GCP issued to You in connection with the manufacture, sale and identification of Your Products.
- 6.2 You will not alter the GPC and Data provided by you in any

- way.
- 6.3 You recognise GS1's title to the GTIN Numbers 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 GCP and data provided by you or related Intellectual Property.
- 6.4 You will not permit anyone else to use or display the GCP and its corresponding GTIN Numbers issued to You.
- 6.5 You shall not at any time, either during the term of this Licence or after termination, directly or indirectly:
- (i) Challenge call into question or raise any questions concerning the validity or ownership of the GTIN Numbers or related Intellectual Property; or
  - (ii) 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 GTIN Numbers or related Intellectual Property without GS1 Bahrain's prior written consent.
- 6.6 You will ensure that all proprietary notices that GS1 Bahrain may require from time to time, appear on the Products.
- 6.7 You shall abide by the **GS1 GTIN Management Standard and Verified by GS1 validation** made available to you in the form of manuals/URL /website or any other form which GS1 Bahrain may from time to time determine
- 6.8 GS1 Prefix and GTIN's used for **Unique Device Identifiers(UDI)**. Please refer to the attached appendix, which forms an integer part of these Terms and conditions.

#### 7. Use of GTIN Numbers and Trademarks for Marketing and Promotional Purposes

- 7.1 GS1 Bahrain understands that in the marketing and promotion of the Products, you may also wish to use the GTIN Numbers and the Trademarks. Your only rights to use the GTIN Numbers and the Trademarks on marketing and promotional materials are specified in this clause.
- 7.2 GS1 Bahrain must be given prior written notice of Your desire to use the GTIN Numbers and Trademarks in marketing and promotional materials. You may only use the GTIN Numbers and/or Trademarks if GS1 Bahrain gives its approval by written notice to such use (such approval to be granted or withheld in GS1 Bahrain's sole discretion). You will submit samples of the proposed marketing and promotional materials to GS1 Bahrain for approval at least 15 Business Days prior to the intended date of publication.
- 7.3 If You are permitted to use the Trademarks for marketing and promotional materials, you must ensure that the Trademarks are correctly reproduced.

#### 8. Intellectual Property Infringement

In the event that it comes to Your notice that:

- (a) there is an infringement or suspected infringement of the Intellectual Property in the GTIN Numbers or the Trademarks; or
- (b) the GTIN Numbers infringe or are suspected of infringing intellectual property rights of others,

You will promptly notify GS1 Bahrain in writing. GS1 Bahrain will have control over any steps GS1 Bahrain may wish to take in relation to the suspected infringement and all such steps will be at GS1 Bahrain's cost. You will provide information and assistance in respect of such suspected infringement as GS1 Bahrain reasonably requests.

#### 9. Variation of Terms and Conditions

GS1 Bahrain has the right to vary these terms and conditions at any time by giving written notice to You. Any such variation notified by GS1 Bahrain shall take effect immediately (unless a later date is in the notice).

#### 10. Compliance with the GS1 Bahrain Statute

As long as You remain a member of GS1 Bahrain, you must comply with the Statute of GS1 Bahrain.

#### 11. Survival

The covenants and acknowledgements contained in clauses 4.3, 5.1, 8, 12, 13 and 15 shall remain in force and effect after the termination or expiry of the Licence for any reason and shall not be deemed waived, merged or extinguished upon such termination or expiry.

#### 12. Indemnity

You agree to indemnify GS1 Bahrain against claims, suits, losses, or costs suffered or incurred by GS1 Bahrain as a result of Your conduct, your use of the GTIN Numbers, and any breach of these terms and conditions by You (except to the extent GS1 Bahrain causes or contributes to the claims, suits, losses, damages or costs).

#### 13. Confidentiality

You will always keep confidential and secure, and not exploit or misuse, any information of GS1 Bahrain's which is identified as or would reasonably be expected to be, proprietary, confidential commercially sensitive. You will only disclose that information the extent:

- a) necessary to perform Your obligations under the Licence and on a "need-to-know" basis only;
- b) GS1 Bahrain authorises it in writing; or
- c) As required by law.

#### 14. Assignment and Sublicenses

You shall not assign, transfer or sublicense Your rights and obligations under the Licence.

#### 15. Termination

15.1 GS1 Bahrain shall have the right to terminate the Licence Immediately by giving notice if:

- I. You fail to pay the annual GS1 Bahrain Membership Fee by its due date.
- II. You commit a Breach of Your obligations under these terms and conditions and/or under the GS1 Bahrain Statute.
- III. You are declared bankrupt, go into liquidation, have a receiver or statutory manager appointed, or (being a company) are wound up otherwise than for the purpose of a reconstruction; or
- IV. GS1 Bahrain ceases to hold the necessary Licence rights to issue GTIN Numbers in Bahrain.
- V. If data is found to be causing harm to GS1 Bahrain or to third parties (including by temporarily suspending or definitively blocking the Data from its local service and the GS1 Registry Platform).

15.2 Either GS1 Bahrain or You may otherwise terminate this Licence in any circumstances as per Articles 5, 7 and 8 of the GS1 Bahrain Statute.

15.3 Termination of this Licence does not relieve either GS1 Bahrain or You from liability arising from any prior breach of the terms of this Licence.

#### 16. Consequences of Termination

On termination of this Licence, your rights under this Licence shall terminate and You will immediately comply with the following.

- 16.1 Cease all direct and indirect use of the GCP and corresponding GTIN Numbers and related Intellectual Property.
- 16.2 Return (without retaining copies thereof) all material, notes, data, instructions and other papers, samples, materials and property GS1 Bahrain as supplied or other items which contain GS1 's confidential information or Intellectual Property relating to the GTIN Numbers; and
- 16.3 Cease applying the GTIN Numbers to any of Your products

manufactured, distributed, or sold by You after the termination date

- 16.4 GS1 Bahrain shall continue to keep the GTIN, Product Description, and Global Product Classification (non-proprietary) information about the GTIN for internal purposes and shall have the right to make third parties aware of the expiry of the rights of Data Provider in the GTIN, if applicable.

## 17. Dispute Resolution

Where any dispute arises in relation to the Licence or any matter arising under it, GS1 Bahrain and You will make genuine efforts to resolve the dispute by negotiation. Nothing in this clause prevents either GS1 Bahrain or You from applying to a court for urgent relief.

## 18. Notices

All notices and other communications required under this Licence shall be in writing and shall be delivered personally, by post, or sent by fax transmission. Any such notice shall be deemed given when so delivered personally, or if sent by fax transmission on the next following business day, or the next day after sending by post within Bahrain. Notices for You will be sent to the address specified on your Certificate of Membership (or such other address as You may notify GS1 Bahrain of from time to time). Notices for GS1 Bahrain must be sent to the Chief Executive of GS1 Bahrain at GS1 Bahrain's address as notified to You from time to time.

## 19. General Legal Provisions

- 19.1. The terms and conditions are governed by the Laws of Bahrain, and GS1 Bahrain and You submit to the non-exclusive jurisdiction of the Bahrain courts.
- 19.2. No waiver, extension or excuse (as the case may be) shall be deemed to arise unless it is in writing and signed by the relevant party providing it.
- 19.3. 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.

## 20. Data Protection

- 20.1 Data protection officer: Personal data obtained by GS1 Bahrain in relation to individuals are processed in accordance with the Data Protection Act 2003. GS1 Bahrain's data protection officer is the Chief Executive Officer and can be contacted at:

GS1 Bahrain, Flat-11, Building: 2690,  
Road: 857, Block: 608, Kingdom of Bahrain.  
T +97317456330, +973 39633300  
E: [info@gs1bh.org](mailto:info@gs1bh.org)  
[www.gs1bh.org](http://www.gs1bh.org)

- 20.2 Use of personal data: GS1 Bahrain uses data obtained from members for general administration purposes, including but not limited to, building up a database of members and invoicing members. From time to time, unless an individual member or an individual representative of a member indicates that they would not like to receive such information, GS1 Bahrain may use the contact details of such individuals to contact them by post, fax, email or telephone to brief them about GS1 activities and developments relevant to their membership of GS1 Bahrain.

The organisations to which GS1 may disclose information include:

- GS1 related companies
- GS1 professional advisers, including GS1 lawyers, accountants and auditors;
- Service providers, contractors and agents who manage the services GS1 provide to You;
- Your authorised representatives or legal advisers;
- Government and regulatory authorities and other organisations, as required or authorised by law.
- GS1 may also disclose Your name and company contact details to persons enquiring as to who has been allocated a particular GTIN. UCC prefix.

20.3 Access to personal data: According to the Act, individuals have the right, subject to certain exceptions, to receive a copy of any information GS1 Bahrain holds about them. Individuals seeking such information should apply to GS1 Bahrain's data protection officer.

20.4 Use of Your personal information: GS1 Bahrain takes all reasonable steps to ensure that the personal information collected, used and disclosed is accurate, complete and up-to-date. While GS1 Bahrain will not sell Your personal information to third party organisations, from time to time GS1 Bahrain may make details about your usage of GTIN Numbers available to other parties including but not limited to other GS1 offices

20.5 All new members will be required to attend a Basics of Barcoding Training Seminar.

## How to contact GS1

If You have any questions in relation to privacy, please contact GS1 Bahrain on:  
Tel: +97317456330 between 9.00 am and 3.00pm,  
Saturday to Thursday, or write to:  
GS1 Bahrain,  
P.O Box : 5077, Kingdom of Bahrain.

## GS1 Bahrain Member Details:

I, holder of Identity Card number : \_\_\_\_\_

And residing at \_\_\_\_\_

acting on behalf of the below-mentioned company as duly authorised/acting on my own personal capacity,

declare that I am authorised to bind the Company/bind myself, to abide with the Statute and Terms and

Conditions of GS1 Bahrain as well as any amendments thereto that may occur from time to time following

approval at a General Meeting of the same GS1 Bahrain.

Company Name: \_\_\_\_\_

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

Stamp: \_\_\_\_\_

Name in block letters: \_\_\_\_\_ Designated: \_\_\_\_\_

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



## APPENDIX :

### **The Use of UDI**

#### **GS1 Prefix used for unique identification of medical devices ("Unique Device Identifiers" or "UDI")**

1. Member understands that GS1 Bahrain is a member of the global GS1 organisation ("**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).
2. Member understands that when it uses GS1 Prefix to identify a product that may be characterised as a medical device under the laws of the country where such product is marketed (a "**Medical Device**"), the following rules shall apply:
  - (a) upon applying for a license Member must inform GS1 Bahrain if GS1 Prefix will be used to identify a **Medical Device** and in which country the related product will be marketed;
  - (b) Member is and shall at all times remain responsible for the information about the Medical Device provided by it to GS1 Bahrain and for compliance with any applicable regulatory obligations and shall ensure any information provided to MO is accurate and up to date at all times;
  - (c) GS1 Bahrain may monitor the correct implementation of the GS1 Standards by Member;
  - (d) In case GS1 Bahrain identifies a Deficiency (as defined in section 3 below), GS1 Bahrain may inform Member in writing (addressed to Member's usual contact person) of such Deficiency, suggesting a way to correct the Deficiency and requiring Member to correct such Deficiency within 90 calendar days from the date of the notification (the "**Correction Period**").
  - (e) [GS1 MO] may monitor whether Member 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 Bahrain may contact Member again and seek to amicably resolve the Deficiency.
  - (f) 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.
  - (g) Member acknowledges and agrees that GS1 Bahrain must, in the context of its regulatory obligations, share certain information with the relevant regulators either directly or via GS1 Global Office, including without limitation: the fact that Member uses the GS1 Prefix to identify Medical Devices market in the regulator's country, the GS1 Prefix the name of Member's company, as well as any identified and uncorrected Deficiencies. Member understands that neither GS1 Bahrain nor GS1 Global Office may be held liable for any direct or indirect consequences, losses or damages resulting from GS1 Bahrain and/or GS1 Global Office providing such information to a regulator.

For 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 GS1 Key and the company using the GS1 Key or any other inaccurate, incomplete or outdated information

Company Name: \_\_\_\_\_

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

Stamp: \_\_\_\_\_

Name in block letters: \_\_\_\_\_ Designated: \_\_\_\_\_

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