

Terms and Conditions of GS1 Ireland Membership and Licences

The following Terms and Conditions apply to Your (as defined below) membership of GS1 Ireland and the Licence to use the components of the GS1 System (as defined below) issued by GS1 Ireland (as defined below) to the Licensee (as defined below). Signing the Registration Form (as defined below) and use of (any part of) the GS1 System constitutes the agreement by the Licensee to these Terms and Conditions which apply in addition to the Memorandum of Association and Articles of Association for the time being of GS1 Ireland. Failure to observe and abide by these Terms and Conditions may lead to termination of the Licence by GS1 Ireland.

1. DEFINITIONS

The following definitions will apply within these Terms and Conditions unless the context otherwise permits or requires:

- 1.1 "Business Day"** means any day of the week, except Saturday, Sunday or a public or bank holiday in Ireland, on which the banks in Dublin are open.
- 1.2 "EANCOM eBusiness Message Specifications"** means the GS1 Ireland EDI messaging standard, fully based on the UN/EDIFACT (United Nations Electronic Data Interchange for Administration, Commerce and Transport), which comprises a set of internationally agreed standards, directories and guidelines for the electronic interchange of data, as may be amended from time to time by GS1 Ireland
- 1.3 "Cancellation Form"** means the GS1 Ireland cancellation form whereby an existing Licensee may terminate a Licence in accordance with condition 15. This form may be downloaded from the GS1 Ireland website or is available upon request.
- 1.4 "GS1 General Specifications and Guidelines"** means the GS1 General Specification, which sets out the core standards document of the GS1 System describing how GS1 barcodes and GS1 Identification Keys may be used and the GS1 Ireland Introductory Guide to Barcoding, as each may be amended by GS1 Ireland from time to time and copies of which are available upon request from GS1 Ireland and which are also available on the GS1 website.
- 1.5 "GS1 Global Company Prefix"** means the set of digits issued by a GS1 Member Organisation to a GS1 System User for the purpose of generating GS1 Identification Keys.
- 1.6 "GS1 Identification Keys"** means the globally unique numbers allocated by a GS1 System User to identify their products, services, assets, locations and other items in accordance with GS1 General Specifications and Guidelines and these Terms and Conditions.
- 1.7 "GS1 Ireland"** means GS1 Global Standards 1 (Ireland) Limited, a not for profit company, limited by guarantee and not having a share capital.
- 1.8 "GS1 Member Organisation"** means the national organisation in each country which is a member of GS1, the international not for profit organisation which is situated at Blue Tower Avenue Louise, 326, bte 10, B-1050, Belgium.
- 1.9 "GS1 System"** is the term used to describe the composite of the GS1 General Specifications and Guidelines, including but not limited to, GS1 barcodes, GS1 eCOM, GS1 GDSN, GS1 EPCglobal, GS1 Global Company Prefix and the GS1 Identification Keys and attribute data.
- 1.10 "GS1 System User"** means any company, firm, organisation, sole trader or person licenced to use some or all of the components of the GS1 System.
- 1.11 "Intellectual Property"** means, without limitation, discoveries, inventions, patents, improvements, business methods, technologies, utility models, trade marks, service marks, logos, registered designs, information, copyright, database rights, goodwill, confidential information, know-how, processes and trade secrets, semi-conductor chip rights, business names, and equivalents of any of the foregoing anywhere in the world, existing now or in the future created, and whether registered or unregistered in relation to any of the foregoing and including any applications for registration of the foregoing.
- 1.12 "Licence"** means the licence granted herein by GS1 Ireland to You to use the GS1 System as set out in condition 2.1 and subject to these Terms and Conditions.
- 1.13 "Licensee"** means You.
- 1.14 "Number Splitting"** means the transfer in accordance with condition 14 by a Licensee of its Licence(s) in respect of some, but not all, of the GS1 Identification Keys previously licensed to it, to another member, for example on the sale or disposal of part of a Licensee's business.

1.15 "Products" means Your products, assets, documents, locations and/or services.

1.16 "Registration Form" means the GS1 Ireland registration forms whereby organisations apply to become members of GS1 Ireland. This form may be downloaded from the GS1 Ireland website or is available upon request.

1.17 "Terms and Conditions" means these terms and conditions as varied from time to time by GS1 Ireland in accordance with condition 9.

1.18 "Trade Marks" means the brand names, trade marks and service marks (whether registered or not and including any applications for registration) with which GS1 Ireland and/or the GS1 System is associated including but not limited to "GS1".

1.19 "Transfer Notification Form" means the GS1 Ireland transfer notification form whereby a Licensee may request the transfer of its Licence(s) to another member, in accordance with condition 14. This form may be downloaded from the GS1 Ireland website or is available upon request.

1.20 "You" means the Applicant being such person, company, corporation or other entity described on the Registration Form and on behalf of whom the Registration Form has been signed and "Your" shall be construed accordingly.

2. GRANT OF LICENCE

2.1 If GS1 Ireland accepts Your application for membership and issues You with GS1 Identification Keys, GS1 Ireland also grants You a non-exclusive, non-transferable, non-sub licensable, revocable, personal licence to use those GS1 Identification Keys in connection with Your Products. The Licence will commence after your Registration Form is accepted by GS1 Ireland and on the date that GS1 Ireland issues You with Your GS1 Identification Keys and will continue until terminated as provided in condition 15 or otherwise.

3. COMMENCEMENT DATE

3.1 Effect: These Terms and Conditions between GS1 Ireland and You come into effect on the date of written acceptance by GS1 of Your application for membership and will continue until terminated as provided in condition 15 or otherwise.

4. FEES

4.1 Registration Fee: You will pay to GS1 Ireland an upfront registration fee. After receipt of same and receipt of a completed Direct Debit Plus mandate form, your application for membership will be processed.

4.2 Initial Licence Fee is Payable: Whether you are an existing or new member, You will pay to GS1 Ireland an initial Licence fee for a new Licence. A full year's Licence fee is payable up front on subscription regardless of the subscription date. Each new Licence is valid from its date of issue until 31st December of the calendar year of initial subscription only. An exception exists where a new licence is applied for and issued between 1st October and 31st December of the calendar year of initial subscription. In these circumstances, that Licence is allocated and invoiced for a 15, 14 or 13 month period, as appropriate. This means that the Licence fee is calculated and invoiced to include the relevant remainder of the calendar year of initial subscription on a pro rata basis in addition to the full year's Licence fee for the following calendar year. In these exceptional circumstances, a single new Licence is then issued for a 15, 14 or 13 month period, as appropriate. A new Licence will not be issued until the appropriate Licence fee has been received from the applicant.

4.3 Annual Licence Fee is Payable: Licences are renewable annually in January of each year. You will pay to GS1 Ireland an annual Licence fee for renewed Licences. All Licence fees relating to renewing Licences are invoiced in January and (along with any other payments invoiced to you during the calendar year) must be paid by You to GS1 Ireland in full by no later than 30 days following the date of invoice. All renewed Licences are valid until 31st December of the relevant calendar year only.

4.4 Amount of Licence Fee: As at the commencement of the Licence the amount of the annual Licence fee is as specified in the Registration

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Form. GS1 Ireland may, from time to time, change the amount of the Licence fee by written notice to You. Publication of the increased annual Licence fee on GS1 Ireland'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.

4.5 Fees Payable after Termination of Membership: Where Products bearing GS1 Identification Keys issued to You are in the marketplace, supply chain or otherwise in use by You at the time of, or after, termination of the Licence and these Terms and Conditions as they apply to You in the context of the Licence, then notwithstanding such termination, You will be liable to GS1 Ireland for a fee equivalent to the then current annual Licence fee for the calendar year that Your Products or GS1 Identification Keys remain in use.

4.6 Default Interest: In the event of any delay in effecting any payment due under these Terms and Conditions by the date specified in condition 4.1, GS1 Ireland may charge you interest for late payment in accordance with the provisions of the European Communities (Late Payments in Commercial Transactions) Regulations 2002, such interest to accrue from 30 days following the date of invoice until the date of actual payment and accruing daily and both before and after judgment. GS1 Ireland reserves the right to charge an administration fee for late payment of fees. GS1 Ireland reserves the right to charge a fee in relation to bank processing charges imposed on GS1 Ireland in respect of payments under these Terms and Conditions.

4.7 Value Added Tax: All amounts payable under this condition 4 or otherwise are exclusive of VAT, which, if applicable, will be charged at the rate applicable at the date of the invoice

5. YOUR CONDUCT

5.1 Not Prejudice GS1 Ireland's Goodwill: You will not at any time during the term of the Licence and these Terms and Conditions, or after their termination, be a party, either directly or indirectly, to any act, matter or thing whereby GS1 Ireland's goodwill, reputation, trade or business may be prejudicially affected or brought into disrepute.

5.2 Standards: You will abide by and comply with the technical standards set out in the GS1 General Specifications and Guidelines and such other directions as GS1 Ireland may give from time to time regarding the GS1 System.

5.3 Inspection: You will permit inspection of Your operations and Products which relate to the GS1 Identification Keys at regular intervals to ensure that these Terms and Conditions including but not limited to the Licence are being observed and complied with and You hereby grant GS1 Ireland, its agents and employees an irrevocable licence at any time to enter any premises where Your Products are or may be stored or are situate, or where Your operations are carried on, or where or in relation to which You use the GS1 Identification Keys to inspect them.

5.4 Authentication: To assist in the authentication of GS1 Identification Keys still in circulation, whether before or after termination of the Licence and these Terms and Conditions as they apply to the Licence, You must, on request, provide to GS1 Ireland details of (i) all GS1 Identification Keys issued and/or registered to You that have been applied by You, or for or on behalf of You and (ii) all GS1 Identification Keys (whether or not issued and/or registered to You) that you have processed.

5.5 Registration Form: You represent and warrant to GS1 Ireland that Your Registration Form is true, accurate and complete, in every particular.

6. USE OF GS1 IDENTIFICATION KEYS AND OTHER INTELLECTUAL PROPERTY

6.1 Use of GS1 Identification Keys: You are only entitled to use the GS1 Identification Keys issued to You by GS1 Ireland. You must not provide any GS1 Identification Keys issued by GS1 Ireland to any other person or

permit their use by any other person. You must not use any numbers which purport to be issued by GS1 Ireland or which copy or are in any way similar to the GS1 Identification Keys. You will only use the GS1 Identification Keys issued to You in connection with Your Products.

6.2 Not Alter the Numbers: You will not alter the GS1 Identification Keys licensed to You in any way.

6.3 Title to Numbers: You recognise GS1 Ireland's right and title to the GS1 Identification Keys 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 Ireland's rights in the GS1 Identification Keys or related Intellectual Property. The GS1 Identification Keys are the exclusive property of GS1 Ireland.

6.4 Not Permit Display: You will not permit anyone else to use or display the GS1 Identification Keys issued to You. You will not attempt or purport to sell, transfer or otherwise dispose of, whether for consideration or not, any of the GS1 Identification Keys issued to You to any third party.

6.5 No Misuse of GS1 Identification Keys: You shall not at any time, either during the term of the Licence and these Terms and Conditions or after termination, directly or indirectly use or seek registration of any Intellectual Property including any design which incorporates or includes, or is substantially identical to, or similar to, the GS1 Identification Keys or related Intellectual Property without GS1 Ireland's prior written consent.

6.6 Proprietary Notices: You will ensure that all proprietary notices that GS1 Ireland may require from time to time appear on the Products.

7. USE OF GS1 IDENTIFICATION KEYS AND TRADE MARKS

7.1 You may only use the GS1 Identification Keys in accordance with the Licence and these Terms and Conditions. You may not otherwise use the GS1 Identification Keys and You may not use the Trade Marks or other Intellectual Property of GS1 Ireland without the prior written permission of GS1 Ireland.

8. INTELLECTUAL PROPERTY INFRINGEMENT

In the event that You become aware that: (a) there is an infringement or suspected infringement of the Intellectual Property in the GS1 Identification Keys or the Trade Marks; or

(b) the GS1 Identification Keys infringe or are suspected of infringing intellectual property rights of others, You will promptly notify GS1 Ireland in writing. GS1 Ireland will have control over any steps GS1 Ireland may wish to take in relation to the suspected infringement and all such steps shall be at GS1 Ireland's cost. You will provide all such information and assistance in respect of such suspected infringement as GS1 Ireland reasonably requests at Your own cost and expense.

9. VARIATION OF TERMS AND CONDITIONS

Modifications to these Terms and Conditions including but not limited to the Licence by GS1 Ireland shall become effective after a period of three months following notification to You in writing, provided that You have not raised any objections within 30 days of such notification.

10. COMPLIANCE

As long as You remain a member of GS1 Ireland You must be aware of and comply with GS1 Ireland's Memorandum of Association and Articles of Association for the time being, which are available on request from GS1 Ireland, and comply with the terms of the GS1 General Specifications and Guidelines and EANCOM eBusiness Message Specifications and the lawful directions of GS1 Ireland from time to time in relation to the GS1 System and Your use of the GS1 Identification Keys issued to You.

11. SURVIVAL

Cancellation of the Licence and these Terms and Conditions does not affect those provisions, which by their nature or effect survive

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termination including but not limited to conditions 4.5, 4.6, 5.1, 5.3, 5.4, 6.1, 6.3, 6.4, 6.5, 12, 13, 16, 17, 18 and 20 shall remain in force and effect after the termination or expiry of the Licence and these Terms and Conditions for any reason and shall not be deemed waived, merged or extinguished upon such termination or expiry.

12. INDEMNITY AND LIMITATION OF LIABILITY

12.1 You agree to indemnify GS1 Ireland in full and hold GS1 Ireland harmless against any third party claims, proceedings, suits, losses, damages, judgments, awards, expenses or costs (including legal costs) suffered or incurred by GS1 Ireland as a result of the negligence, fault, error, omission, act or breach of You, Your employees, staff, contractors, agents or representatives, relating to the Licence and these Terms and Conditions and/or Your use of the GS1 System.

12.2 Notwithstanding any other provision contained in these Terms and Conditions, GS1 Ireland shall not be liable to You for any loss of profits, loss of contracts, loss of business, loss of customers, revenue or profits, loss of use or data, loss of savings or anticipated savings, loss of investments, loss of goodwill or reputation, capital costs or loss of extra administrative cost, in each case whether direct or indirect, or for any indirect or special, incidental, punitive or consequential loss or damages, whether occasioned by the negligence, fault, error, omission, act or breach of GS1 Ireland, its employees and contractors and sub-contractors and agents whether or not foreseeable, arising out of or in connection with the Licence and these Terms and Conditions, whether in an action based on statute, contract, equity or tort including negligence or otherwise at law.

12.3 To the maximum extent permitted by law GS1 Ireland hereby excludes all terms, conditions, warranties and representations implied under statute, common law, a course of dealing or otherwise and to the extent that any implied terms, conditions, warranties and representations cannot be excluded, GS1 Ireland limits its liability thereunder, to the fullest extent permitted by law, to the resupply or payment of the cost of resupply of the relevant services.

12.4 Subject to condition 12.2, GS1 Ireland's total liability to You for loss or damage of any kind arising out of the Licence and these Terms and Conditions and/or use of the GS1 System is limited, for any and all claims, to the annual Licence fee paid during the 12 month period prior to the relevant liability accruing except to the extent that cannot be excluded or limited under applicable law.

13. CONFIDENTIALITY

You will always keep confidential and secure, and not exploit or otherwise misuse, any information of GS1 Ireland which is identified as or would reasonably be expected to be, proprietary, confidential or commercially sensitive. You will only disclose that information to the extent that: (a) it is necessary to perform Your obligations under the Licence and on a "need-to-know" basis only; (b) GS1 Ireland authorises it in writing; or (c) as required by law.

14. ASSIGNMENT, TRANSFER AND SUBLICENCE

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

14.2 Notwithstanding conditions 2.1, 6.4 and 14.1, You may, in the event of Your sale or disposal of part or all of any business that utilises GS1 Identification Keys licensed to You, request that GS1 Ireland permit Number Splitting in respect of those keys or permit the transfer of all of Your Licence(s) to another member, as appropriate. Such request must be made through the submission of a completed Transfer Notification Form. Following such request, GS1 Ireland shall have absolute discretion to permit or refuse any transfer, in part or in full. Prior to making a decision on any transfer request, GS1 Ireland may request further information from the existing member and potential transferee. Where GS1 Ireland exercises its discretion to permit a proposed transfer, in part or in full, an agreement setting out the terms and conditions of transfer, pre-approved by GS1 Ireland, must be executed by the relevant parties

prior to completion of the proposed transfer. In addition, GS1 Ireland shall have the right to charge the transferring member an administrative transfer fee.

15. LICENCE CANCELLATION AND MEMBERSHIP TERMINATION

15.1 GS1 Ireland Cancellation and Termination: GS1 Ireland shall have the right to cancel the Licence and terminate Membership in accordance with these Terms and Conditions immediately by giving notice to You if:

15.1.1 Failure to Pay Licence Fee: You fail to pay the annual Licence fee or any other fees by its or their due date;

15.1.2 Breach: You commit a breach of Your obligations under these Terms and Conditions including but not limited to the Licence;

15.1.3 Insolvency: You are declared bankrupt, or make any composition or arrangement with, or conveyance or assignment for the benefit of Your creditors, or any application is made under any bankruptcy legislation for the time being in force for a sequestration of Your estate, or a trustee is granted by You on behalf of Your creditors, or if You, being a company, have a petition presented for your winding up or enter into voluntary or compulsory liquidation (except for the purpose of a bona fide solvent reconstruction or amalgamation), or if a receiver or examiner is appointed over any of Your undertaking or assets on behalf of debenture holders or creditors or otherwise;

15.1.4 Cease Trading: You cease or threaten to cease trading;

15.1.5 Head Licence Terminates: GS1 Ireland ceases to hold the necessary licence rights to issue GS1 Identification Keys in Ireland;

15.1.6 Challenge: You challenge, call into question or raise any questions concerning the validity or ownership of the GS1 Identification Keys or related Intellectual Property; or

15.1.7 Membership: You cease to be a member of GS1 Ireland in accordance with the Memorandum of Association and Articles of Association for the time being of GS1 Ireland.

15.2 Cancellation by either Party: You may otherwise cancel the Licence and these Terms and Conditions, as they apply to You in the context of the Licence, in any other circumstances by submitting a fully completed Cancellation Form to GS1 Ireland at least one month prior to Your proposed date of cancellation. Upon written acknowledgement of receipt and acceptance of a fully completed Cancellation Form, the Licence and these Terms and Conditions, as they apply to You in the context of the Licence, are deemed by GS1 Ireland to be cancelled. From the date of confirmation of cancellation You no longer have the right to use GS1 Identification Keys (see also condition 16 below). GS1 Ireland may otherwise cancel the Licence and these Terms and Conditions, as they apply to You in the context of the Licence, in any other circumstances by giving one month's written notice to You.

15.3 No Release from Obligations: Cancellation of the Licence and these Terms and Conditions does not relieve either GS1 Ireland or You from liability arising from any prior breach of the terms of the Licence and these Terms and Conditions.

16. CONSEQUENCES OF TERMINATION

On termination of the Licence and these Terms and Conditions, as they apply to You in the context of the Licence, Your rights under the Licence and these Terms and Conditions, as they accrue to You in the context of the Licence, shall terminate and You will immediately comply with the following:

16.1 Cease to Use Intellectual Property: cease all direct or indirect use of the GS1 Identification Keys and related Intellectual Property;

16.2 Return Materials: return (without retaining copies thereof) all material, notes, data, instructions and other papers, samples, materials and

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property GS1 Ireland has supplied or other items which contain GS1 Ireland's confidential information or Intellectual Property relating to the GS1 Identification Keys and including the GS1 Identification Keys;

16.3 Cease applying GS1 Identification Keys to Products: cease all use of and/or applying the GS1 Identification Keys to any of Your Products after the termination date; and

16.4 Pay all outstanding amounts: within 7 days, pay to GS1 Ireland all amounts due to GS1 Ireland under these Terms and Conditions at the termination date. You are not entitled to any rebate or refund of the annual Licence fee or any other fees or charges paid or to be paid under these Terms and Conditions.

17. DISPUTE RESOLUTION

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

18. NOTICES

All notices and other communications required or permitted under these Terms and Conditions including but not limited to the Licence shall be in writing and shall be delivered personally, sent by post or sent by facsimile transmission (and promptly confirmed by post) or by email. Any such notice shall be deemed given when so delivered personally, or if sent by facsimile transmission or email on the next following Business Day in the country in which it is received, or the next Business Day after sending by post within Ireland or five Business Days after sending by post to a location outside Ireland. Notices for You will be sent to the address specified on Your Registration Form (or such other address as You may notify GS1 Ireland of from time to time). Notices for GS1 Ireland must be sent to the Chief Executive of GS1 Ireland at GS1 Ireland's address as notified to You from time to time.

19. DATA PROTECTION

19.1 GS1 Ireland is bound by the provisions of the Data Protection Acts 1988 and 2003, as updated, extended and modified (the "Acts"), which set out a number of principles concerning the protection of any personal information that GS1 Ireland may collect from individuals. GS1 Ireland fully respects your right to privacy, and will not collect any personal information about you without your clear permission. Any personal information which you volunteer to GS1 Ireland will be treated with the highest standards of security and confidentiality, strictly in accordance with the Acts.

19.2 Full details on how GS1 Ireland will collect, use and disclose any personal information and Your rights to access and correct that information is set out in the GS1 Ireland Data Privacy Statement which can be found on the GS1 Ireland website at http://www.gs1ie.org/GS1/about/membership/Data_Privacy.html.

20. GENERAL LEGAL PROVISIONS

20.1 Governing Law: These Terms and Conditions including but not limited to the Licence are governed by the law of Ireland and GS1 Ireland and You submit to the exclusive jurisdiction of the Irish courts.

20.2 Waiver: A waiver by either party to these Terms and Conditions of any breach by the other party of any of these Terms and Conditions including but not limited to the Licence or the acquiescence of such party in any act which but for such acquiescence would be a breach as aforesaid, will not operate as a waiver of any rights or the exercise thereof, unless such waiver is in writing and signed by the relevant party providing it.

20.3 Severance: If any provision contained in these Terms and Conditions including but not limited to the Licence is agreed by the parties to be illegal, void, invalid or unenforceable, or if any court or arbitrator of competent jurisdiction in a final decision so determines, it shall be

severable and shall be deemed to be deleted from these Terms and Conditions with effect from the date of such agreement or as declared by a decision of the said court or arbitrator or such earlier date as the parties may agree and shall not affect the validity or enforceability of other provisions in these Terms and Conditions including but not limited to the Licence which shall continue in full force and effect.

20.4 Entire Agreement. These Terms and Conditions including without limitation the Licence, the Registration Form, GS1 Ireland's Memorandum of Association and Articles of Association for the time being and the documents referred therein and any other documents referred to herein constitute the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter which are hereby revoked by the parties mutual consent and not having relied on them provided nothing in this condition shall exclude or limit a party's liability for fraud or fraudulent misrepresentation.