

## What you need to Know:

Membership of GS1 Kenya and use of the GS1 System as well as GS1 Company Prefix is subject to the Terms and Conditions of the GS1 Kenya Membership and Licence contract for the duration of the License contract. By applying for GS1 Kenya membership and as a member, you will be deemed to have read, understood and accepted the Terms and Conditions.

## Company Information

Company Name

Postal Address

Physical Address

Phone No. - Primary

Phone No. - Alternate

Email - Primary

Email - Alternate

Contact Person

Director(s)

Telephone No

Director(s)	Telephone No

### Please attach copies of :

- \* Certificate of incorporation/Business name
- \* Copy of I.D.
- \* Directors PIN No.
- \* Company's PIN Certificate
- \* List of products to be barcoded
- \* Copy of Trading licence
- \* Copy of KEBS Certificate
- \* Copy of Bank cheque or Utility Bill

## SECTORS and Sector Category

Please indicate by ticking the appropriate codes for Your Company:

<input type="checkbox"/> <b>A</b>	<b>Manufacturer ,Trading &amp; Financial Institutions</b>
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**A1** Micro and SME Manufacturers

**A2** Large Manufacturers

**A3** Small, Medium and Large Traders

**A4** Motor vehicle Assembly

**A5** Banking and Insurance

CODE

<input type="checkbox"/> <b>B</b>	<b>Retailer</b>
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**B1** Kiosks

**B2** Small, Medium supermarkets

**B3** Large supermarkets (Over 5branches)

**B4** Shopping Malls

**B5** Others

## SECTORS and Sector Category

Please indicate by ticking the appropriate codes for Your Company:

CODE

<input type="checkbox"/> <b>C</b>	<b>Academia</b>
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**C1** Printers and Publishers

**C2** Schools and Colleges

**C3** Polytechnics and Universities

**C4** e-Government

**C5** Inter-governments

<input type="checkbox"/> <b>D</b>	<b>Healthcare</b>
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**D1** Hospitals and Dispensaries

**D2** Pharmcies and Chemists

**D3** Pharmaceutical Manufacturing

**D4** Funeral Homes

**D5** Drugs and Forensic medicine

## SECTORS and Sector Category

Please indicate by ticking the appropriate codes for Your Company:

CODE

<input type="checkbox"/> <b>E</b>	<b>Agribusiness</b>
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**E1** Small scale farmers

**E2** Large scale farmers

**E3** Farm equipment

**E4** Wild life, agroforestry & tourism

**E5** Livestock, Dairy and Fisheries

<input type="checkbox"/> <b>F</b>	<b>Transport / Communication</b>
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**F1** Rail Road

**F2** Road Transport

**F3** Couriers and courier services

**F4** Mobile telephony

**F5** Print and Electronic media

## SECTORS and Sector Category

Please indicate by ticking the appropriate codes for Your Company:  
CODE

<b>G</b>	<b>Supply Chain, warehousing &amp; construction</b>	
<input type="checkbox"/> G1	Counterfeit and Licensing	
<input type="checkbox"/> G2	Imports and Export traceability	
<input type="checkbox"/> G3	Warehousing	
<input type="checkbox"/> G4	Distribution and Logistics	
<input type="checkbox"/> G5	Construction Industry	

What is Your major Business Activity?

Please tick the appropriate Annual Turnover for your company as indicated below:

Category	Turnover In USD	Please tick ( <input type="checkbox"/> ) as appropriate
Category 1:	USD 150,000 and under	
Category 2:	BTW USD 150,000 to USD 250,000	
Category 3:	BTW USD 251,000 to USD 500,000	
Category 4:	BTW USD 501,000 to USD 1.25M	
Category 5:	BTW USD 1.25M to USD 3.125M	
Category 6:	USD 3.2M and OVER	

## Please indicate No.of Employees

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Number of Employees

No.of Branch

Name of Auditor where applicable

## New Companies

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In the event that the applicant is a newly established Company and the first Annual Accounts and Balance Sheet have yet to be produced then the need for an Auditor's Certificate is waived and the applicant's Chief Executive Officer should sign the certificate set out below.

As a newly incorporated Company, we have yet to produce our Annual Accounts and Balance Sheet. We estimate that our Annual Turnover will be Kshs. \_\_\_\_\_

\_\_\_\_\_  
Chief Executive Officer/Managing Director

\_\_\_\_\_  
Date

**Tel No.** \_\_\_\_\_

**All cheques should be made out to GS1 KENYA**

**NO CASH PAYMENT WILL BE ACCEPTED**

**Training:**

Please note that the above training fee is for a maximum of three members from your organization and is valid for three months.

**Barcode Generation / Origination:**

- Members:** - Kshs. 250/= + VAT per barcode for 1-4 barcodes.
- Kshs. 100/= + VAT per barcode for 5 barcodes and above.

**Non members:** - Kshs. 1000/= + VAT per barcode

**Barcode Verification:**

- Members:** - The above fees (Kshs.1,160/=) will entitle your organization up to 10 barcodes verified.
- Only One (1) barcode - Ksh.1000/= + VAT.

**Non members** - Ksh.1,000/= + VAT per barcode.

**Other Services**

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**a) Access to GS1 global network**

This provides each member with a unique identification number correctly termed as Global Trade Item Numbers (GTINs)

**b) Customer Care Desk.**

We have a dedicated team that responds to all of your needs and provides assistance when required. This service is free for all of our members. When you have a bar coding problem or simply need further help.

**c) GS1Kenya Magazine(Gateway)**

A quarterly publication distributed to all members that provide information about the use of the GS1 system locally and internationally, updates on supply chain issues, business practices, industry requirements and technology.

**d) Barcode verification Service.**

In order to achieve and maintain bar code consistency and conformity to international standards, guidelines and specifications. Barcode Verification is mandatory for the bar codes on any new products and repackages. A verification report will be issued for all product verified.

**e) Consultancy Service**

GS1 Kenya provide extra assistance to achieve maximum results from the GS1 standards and systems within your organisation. Consultancy is available on a wide range of topics including supply chain management, logistics and integrated management systems among others.

**f) Training, Seminars and Conferences.**

Workshops and seminars include barcoding and point of sale compliance, which is a foundation course in the GS1 system. It also covers the UCC system, allocation of GTINs to products and how to design and print technical reliable barcodes. A certificate is issued to participating individuals and companies.

**g) Global Location Numbers (GLNs)**

GLNs are globally unique identifiers for electronic identification of sites and organisations. It is used to identify suppliers of products for tracing and tracking of products.

\*UCC – Uniform Code Council Uniform

\*GTIN – Global Trade Identification Number

I \_\_\_\_\_ hereby apply for membership of GS1 Kenya and agree to adhere to the specifications and guidelines, abide by the Memorandum and Articles of GS1 Kenya (in particular articles 3.7 and 3.8) and to pay the appropriate annual subscription fees as per my annual turnover due on the 1<sup>st</sup> January of each year.

Full name(Director/Company Official)

Position

Signature

Date

Tel No.

How did you get to know about GS1 Kenya?

- 1) Word of mouth.....
- 2) Media (Print/Broadcast,Facebook,Twitter,Instagram.....
- 3) Internet/Google search .....
- 4) Referred by existing GS1 member (Indicate member name.....
- 5) Others .....

**Official use**

Nature of Business

Category recommended

Membership No.

Date of Issue

Application registered by  Name:  Sign

Amount entered by	Invoice No.	Receipt No.	Amount
Name: <input style="width: 350px; height: 20px;" type="text"/>	<input style="width: 140px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 150px; height: 20px;" type="text"/>

GS1 Code No allocation

Technical manager Approval

Finance Manager Approval

General Manager Approval

For certificate Issuing

CC Manager Certificate Issuing

Name & Signature

Date of Documents Issue

## APPENDIX

### Membership Fees

<b>Category</b>	<b>Turnover Amount Per Annum in USD</b>	<b><u>(Registration Fee - One off)</u></b>	<b><u>(Annual Subscription Fee)</u></b>	<b><u>Total Amount (US DOLLAR)</u></b>
Category 1:	Up to USD 15,000	USD 90	USD 90	USD 180
Category 2:	Btw USD 15,000 to USD 25,000	USD 90	USD 245	USD 335
Category 3:	Btw USD 26,000 to USD 50,000	USD 90	USD 490	USD 580
Category 4:	Btw USD 51,000 to USD 125,000	USD 90	USD 830	USD 920
Category 5:	Btw USD 126,000 to USD 312,500	USD 90	USD 1,250	USD 1,340
Category 6	OVER USD 312,500	USD 90	USD 1,650	USD 1,740
Service providers		USD 90	USD 1,650	USD 1,740

# GS1 KENYA LICENSE TERMS AND CONDITIONS

## 1. GRANT OF LICENSE

GS1 Kenya (hereon known as GS1) grants you a non-exclusive non-transferable License to use the GS1 numbers and Bar codes 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 notifies You of its acceptance of Your Registration Form and continues until terminated as provided in clause 11.

## 3. FEES

- 3.1. You must pay the License Fee to GS1 annually within 30 days of the date of GS1's invoice.
- 3.2. GS1 may, from time to time, increase the License Fee as per the membership charter by giving you at least 30 day's written notice.
- 3.3. Where products bearing GS1 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 will continue to distribute those Products.
- 3.4. You must pay an administration fee for any overdue amount calculated at the rate of 10% per annum.

## 4. VAT AND OTHER TAXES

- 4.1. All amounts payable under this License are inclusive of VAT.
- 4.2. GS1 will issue a tax invoice to you for the License Fee.
- 4.3. You must pay all the taxes imposed in Kenya in respect to Kenyan laws.

## 5. YOUR CONDUCT

- 5.1. You must:
  - a. not at any time during the term of the License or after its termination, do or omit to do anything whereby GS1's goodwill, trade or business may be prejudicially affected or brought into disrepute.
  - b. Comply with the technical standards set out in the GS1 manuals/guidelines and such other directions as GS1 may give from time to time.

## 6. USE OF GS1 NUMBERS, BAR CODES AND OTHER INTELLECTUAL PROPERTY:

- 6.1. You:
  - a. may use only the GS1 Numbers issued to you by GS1;
  - b. must not use any numbers issued by GS1 to any other person;
  - c. must not use any numbers that copy the GS1 numbering system
  - d. must only use the GS1 numbers issued to you in connection with the manufacture, sale and identification of your Products;
  - e. must not alter the GS1 Numbers licensed to you in any way;
  - f. recognize 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 regard to GS1 Numbers or related intellectual property
  - g. must not permit anyone else to use or display the GS1 Numbers issued to you;
  - h. Must ensure that the products bear all proprietary notices that GS1 may require from time to time.

## 7. USE OF TRADE MARKS FOR MARKETING/ PROMOTION

With GS1's prior written consent, you may use the GS1 Trade Marks for marketing and promotion of the products. You must ensure that the Trade Marks are reproduced only in accordance with the manner, form and other guidelines specified to you by GS1 from time to time.

## 8. INDEMNITY

You agree to indemnify GS1 against all claims, suits, losses, damages or costs suffered or incurred by GS1 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's negligence or willful misconduct).

## 9. LIMITATION OF LIABILITY

- 9.1. To the maximum extent permitted by law:
  - a. all terms, conditions and warranties which would otherwise be implied into contract are excluded; and
  - b. Where any implied term may not be excluded, GS1 limits the liability for breach of that term to the resupply or payment of the cost of resupply of the relevant services.
- 9.2. To the full extent permitted by law, GS1 excludes all liability (whether arising in negligence, breach of contract or breach of any law) in connection with this license for any indirect or consequential loss or damage, including lost profits and revenue.
- 9.3. To the full extent permitted by law, GS1's total liability to you for loss or damage if any kind arising out of this License which is not excluded by clause 9.2 is limited, for any and all claims, to the total License Fees paid during the 12 month period prior to the relevant liability accruing.

## 10. PRIVACY AND CONFIDENTIALITY

- 10.1. You must always keep confidential and secure, and not use or disclose any information of GS1's that is identified as or would reasonably be expected to be, proprietary, confidential or commercially sensitive except as permitted by this License. You must only disclose that information:
  - a. to the extent necessary to perform Your obligations under the License and on a "need-to-know" basis only;
  - b. if GS1 authorizes it in writing ; or
  - c. As required by law.

## 11. TERMINATION

- 11.1 GS1 may terminate the License immediately by giving notice if:
  - a. You fail to pay the License Fee by due date stipulated or;
  - 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; or
  - d. GS1 ceases to hold the necessary License rights to issue GS1 Numbers in Kenya.
- 11.2 Either GS1 or You may terminate this License in any other circumstances by giving six months written notice to the other party.
- 11.3 Termination of this License does not relieve either GS1 or You from liability arising from any prior breach of the terms of the License.

## 12. CONSEQUENCES OF TERMINATION

- 12.1. On termination of this License, Your rights under this License terminate and you must:
  - a. immediately cease applying the GS1 Numbers and Bar codes to any of Your Products manufactured or sold by You after the termination date; and
  - b. within 7 days, pay to GS1 all amounts due to GS1 under this License at the termination date
- 12.2. You are not entitled to any rebate or refund of the License Fee or any other fees or charges paid under the license, unless this License expressly states otherwise.
- 12.3. The termination or expiry of this License does not affect those provisions which by their nature survive termination, including clause 8, 9 and 10.

## 13. NOTICES

- 13.1. All notices and other communications in connection with this License:
  - a. must be in writing; and
  - b. take effect from the time they are received unless a later time is specified.
- 13.2. If sent by registered post, notices and other communications are taken to be received the day after posting (or seven days after posting if sent to or from a place outside Kenya).



- 13.3. if sent by facsimile, notices and other communications are taken to be received at the time shown in the facsimile transmission report at the time that the whole facsimile was sent.
- 13.4. Notices for You will be sent to the address specified on Your Registration Form (or such other address as you may notify GS1 of from time to time). Notices for GS1 must be sent to the Chief Executive Officer of GS1 at GS1's address as notified to you from time to time.

**14. GENERAL PROVISIONS**

- 14.1. This License and Registration Form constitute the entire agreement of the parties about its subject matter and supersedes all previous agreements, understanding and negotiations on that subject matter.
- 14.2. This License is governed by the laws in force in Kenya. Each party submits to the non – exclusive jurisdiction of the courts of Kenya.
- 14.3. A provision of this License or a right created under it may not be waived except in writing, signed by the party giving the waiver.
- 14.4. GS1 may vary these terms and conditions at any time by written notice to you. Any such variations notified by GS1 takes effect immediately (unless a later date is specified in the notice).
- 14.5. You must not assign, transfer or sublicense your rights or obligations under this License.

15. GS1 is a subscribing member of the Credit Reference Bureau Ltd (CRB) and by Your application for membership of GS1 You agree that GS1 will:
- Obtain from time to time status reports from CRB.
  - Report any instances to CRB of cheques dishonored, breaches or other defaults relating to the terms and conditions of membership including the License agreement.
  - Report to CRB and retailers generally all cancellations of membership and bar codes allocated to You.

**16. DEFINITIONS.**

These means GS1ings apply to this License unless the contrary intention appears:

“**GS1**” means GS1 Kenya, P.O Box 3243 - 00200, Nairobi, Kenya, a Company limited by guarantee.

“**GS1 Numbers**” means GS1.UCC System identification numbers that are issued to You by GS1 in accordance with the License.

“**Bar codes**” means GS1.UCC System data carriers designed to carry the GS1 Numbers and other attribute information.

“**VAT**” means Value Added Tax as imposed by the Kenya Revenue Authority.

“**License**” means the License granted by GS1 to you to use the GS1 Numbers.

“**License fee**” means the fee payable annually by You to GS1 specified in the Registration Form (as varied from time to time according to clause 3.2.).

“**Products**” means the goods or services manufactured distributed and/or sold by you.

“**Registration Form**” means the GS1 registration form whereby persons apply to become subscribers to GS1 and for the issue of GS1 Numbers.

“**Trade Marks**” means the trademarks associated with GS1 and or the GS1 numbering system.

“**You**” means the person, Company, corporation or other legal entity that has signed the Registration Form applying for membership of GS1 and the issue of GS1 Numbers. “**Your**” has a corresponding meaning.

**Annexure 3.**

Scale of License fees, Other Costs/Fees, Annual Subscriptions:

**Part 1:** Sets out the scale of the entrance (License) and registration fee payable when you join. Thereafter you are only required to pay the subscription on an annual basis on the 1<sup>st</sup> Month of each year - January.

To enable us to establish the rate of the Annual Subscription payable by you please ask your Auditors to complete the attached statement and send it to us.

**Part 2:** Sets out the costs /Fees charged by us where you ask us to carry out Projects & Consultancies on Your behalf.

**Part 3:** Sets out the costs /Fees charged by us where you ask us to carry out bar code verification on your behalf.

**Part 4:** Sets out the costs /Fees charged by us where you ask us to carry out training on your behalf in respect to your staff.

**Notes:**

- We will only issue your certificate of membership of GS1 Kenya and the bar codes you require once you have paid your entrance (registration) fee, Annual subscription and sent us the statement by Your Auditors.
- We reserve to ourselves the right in our sole and absolute discretion to ask You from time to time to submit a fresh statement from Your Auditors as to Your annual turnover for the purposes of confirmation of the rate of Annual Subscription payable by You. If your reported turnover has increased placing you in a higher scale, then the increased subscription will come into effect on the next renewal date.
- All subscriptions are payable within 30 (thirty) days of the date of issue on the renewal (invoice).

**NOTICE**

Failure to pay may lead to us cancelling your membership and withdrawing your allocated bar codes.

I/We \_\_\_\_\_ holding the position of \_\_\_\_\_ at \_\_\_\_\_ on this date \_\_\_\_\_ agree to abide by the Terms and Conditions of the GS1 Kenya Licence Agreement as set out in GS1 Kenya license Terms and Conditions.

I/we Declare that the Information provided in this form is true & correct.

Company Stamp

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(Signature and Date)