

## **TERMS and CONDITIONS**

### **of GS1 Latvia Membership and licence, allocation, using and registering of GS1 numbers.**

#### **1. General provisions**

These Terms and Conditions sets out the rules relating the procedure by which companies in the Republic of Latvia can become a Member of GS1 Latvia, obtain a GS1 Global Company Prefix, get the licence to the use of GS1 Identification Keys to barcode their products and to identify locations with Global Location Numbers and describes the rules for registration of allocated numbers in GS1 Latvia online tool mansGS1 - (Products and Location Catalogue of GS1 Latvia).

In the territory of the Republic of Latvia, the rights to allocate and to register the GS1 system numbers is granted to the Association GS1 Latvia (hereafter - GS1 Latvia), which is a member of the global GS1 AISBL organisation and is responsible for use and control of the GS1 system in Latvia.

Barcoding of products and usage of GS1 Identification Keys is carried out by the GS1 General Specifications, GS1 Manuals, guidelines, GS1 Latvia Statutes and these Terms and Conditions.

#### **2. GS1 Latvia members**

- 2.1. Any company or organization interested in implementation and application of GS1 system in their business processes can become a member of GS1 Latvia.
- 2.2. To become a member of GS1 Latvia, applicant shall:
  - to submit a Member's Application Form. In completing the Application Form the applicant confirms that it has read and agrees to be bound by GS1 Latvia Statutes and these Terms and Conditions, and has read and understood the Privacy Statement and consent to the collection, use and disclosure of personal information in accordance with the Privacy Statement.
  - To pay one-time joining fee and appropriate Annual Membership Fee according to the Terms and Conditions approved by the GS1 Latvia Board.
- 2.3. In accordance with the Statutes of GS1 Latvia, company may become:
  - The Full Member (hereinafter referred to as a Member) in case the GS1 Global Company Prefix is needed for the creation of any GS1 identification Key (number).
  - An Associate Member (hereinafter referred to as an Associate Member)- the GS1 Company Prefix is not necessary.
- 2.4. Associate Members, like Members shall pay an Annual Membership fee according to the terms and conditions approved by the GS1 Latvia Board.
- 2.5. The Member shall not during a membership or after the termination, either directly or indirectly, do something that harms the reputation of GS1 Latvia or in violation of intellectual property rights.
- 2.6. As long as the Company is a member of GS1 Latvia, it must comply with the terms of the GS1 standards, specifications, policies of use of GS1 Numbers.
- 2.7. The Member should immediately notify GS1 Latvia about changes of the Company's name, contact person, contact information, and other important aspects related with the legal relationship between the Member and GS1 Latvia.

#### **3. Allocation of GS1 numbers. Use of GS1 Numbers and other Intellectual Property**

- 3.1. GS1 Latvia allocates to the Member GS1 Global Company Prefix and grants an exclusive and non-transferable and revocable licence to use the GS1 numbers (GS1 Identification keys) that are designed for use only by this member.

- 3.2. The applicant is admitted as a member and GS1 Global Company Prefix (hereinafter referred to as GS1 Company Prefix) is allocated within one working day after payment of the one-time joining fee and membership fee has been transferred into the GS1 Latvia bank account.
- 3.3. Each Member is assigned one GS1 company prefix. Along with GS1 Company Prefix which can be used for creating all GS1 identification keys, including for labelling products and identifying locations, the company is also assigned a Global Location Number to identify the legal entity of the company.
- 3.4. There are no additional fees for the GS1 Company Prefix and the Global Location Number, as they are included in the Annual Membership fee.
- 3.5. The acceptance of the Membership and the assignment of the GS1 Company Prefix to the Company is notified in writing and the Member shall get the Certificate.
- 3.6. Rights for using these numbers shall start on the day when the company is admitted as a Full Member and continues until the company withdraws its membership or is expelled from the GS1 Latvia.
- 3.7. If a Member requires one more GS1 Company Prefix, this necessity shall be proved.
- 3.8. The Member who has received a GS1 Company Prefix is not entitled to sell, rent, or transfer this number to any other company for using it neither fully, nor partly. These restrictions apply to all GS1 identification keys – even those who are created without GS1 company prefix. This requirement also applies to the Variable Measure Trade Items numbers allocated by the GS1 Latvia.
- 3.9. The Member is entitled to use only those GS1 numbers that are allocated by the GS1 Latvia in relation to manufacturing, selling, and identifying its products according to GS1 numbering system.
- 3.10. The Member is prohibited to use any numbers allocated to other company or organization by the GS1 Latvia, as well as from altering allocated numbers in any way.
- 3.11. All rights and property rights to GS1 numbers and intellectual property related to them belongs to the GS1. All GS1 Latvia assigned numbers are the exclusive property of GS1 Latvia.
- 3.12. To extend the Membership and use of the GS1 Company Prefix, the Member shall, no later than five days prior to the expiration of the Membership and subscription number, the annual membership fee to transfer to the GS1 Latvia bank account.
- 3.13. On the extension of Membership and GS1 Company Prefix, the company is notified in writing, by stating the date to which the membership is extended.
- 3.14. The company, whose membership in GS1 Latvia has been terminated, must immediately cease using GS1 Numbers issued to him including labelling with barcodes products what company produces or sells after the date of expulsion.
- 3.15. GS1 Latvia is entitled to allocate this GS1 Company Prefix to another company.
- 3.16. In case the Member fails to pay the membership fee within three months after the expiration of the term, the GS1 Latvia Board shall have the right to decide on the exclusion of the Company from the GS1 Latvia Members and the cancellation of the GS1 Company Prefix granted. The company shall be notified of the decision in writing.
- 3.17. The paid membership fee is not refunded.
- 3.18. If the Company whose membership in GS1 Latvia has been terminated continues to use the GS1 Company Prefix, i.e. continues to label products, fixed assets, locations, or services with GS1 system barcodes, or continues to distribute products labeled with these numbers, the company will be liable to pay GS1 Latvia fines EUR 71 per month for using canceled GS1 numbers.
- 3.19. Renewal of GS1 Latvia Membership and obtain of the GS1 Company Prefix can only be by reapplying for a Member of GS1 Latvia on the General Terms. In this case, GS1 Latvia shall have no obligation to allocate the Company with the previous GS1 Company Prefix and Global Location Number.

#### **4. Item reference number registration and GTIN allocation**

- 4.1. Any Member with allocated GS1 Company Prefix can create the Global Trade Item Number (GTIN), Global Location Number or any other GS1 identification keys (numbers).
- 4.2. To comply with the GS1 standards set in relation to authorised use of the GS1 Identification Keys, the number allocation rules as specified in GS1 manuals and guidelines and to avoid duplication of product (GTIN) and location (GLN) numbers and incorrect or cancelled number assignment, the GLN, GTIN and corresponding product and/or location information (core attributes) must be registered in GS1 Latvia web-based key issuance service mansGS1.
- 4.3. mansGS1 is a web-based service built by GS1 Latvia to enable the issuance, allocation, storage and maintenance of unique and standards-compliant GS1 identification keys together with core attributes

and to enable to maintain accurate records of the issuance of the GS1 numbers (incl. GS1 Company Prefixes, GTINs and GLNs) to make the GS1 numbers and core attributes available to the GS1 Registry and the data service(s) supported by it.

- 4.4. The product and/or location numbers attributes shall be submitted by the Member for registration immediately after it has been allocated in the company.
- 4.5. Member is entitled to label its product with barcode and/or identify location only after ascertaining that the product/ location has been registered in mansGS1.
- 4.6. Registration of the GS1 Keys is performed with no fee.
- 4.7. In order to submit the data and use GS1 Latvia solution mansGS1, company must appoint a responsible person and to ensure the person is an employee of the company.  
The appointed person will gain an access to mansGS1 and will be responsible for the registration of the Company's products and/or locations and accuracy of the data recorded, maintained and retrieved in mansGS1.
- 4.8. Member shall be responsible for the non-disclosure of the password and other identification procedures granted to GS1 Latvia. Company has to save all the data entered on-line.
- 4.9. Member as Data Provider warranties that the data submitted to mansGS1:
  - originates from, is authorised or approved (validated) by the data provider;
  - 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;
  - does not contain any virus, Trojans, worms, logic bombs or any other materials which are malicious or technologically harmful.
- 4.10. All data submitted to mansGS1 platform will be validated against and must comply with the GS1 GSMP approved data validation rules and any other technical specifications that may be implemented and/or as amended from time to time.
- 4.11. Only Data Provider is liable for the quality of the data and that neither GS1 Latvia nor GS1 may be held liable for the quality of the Data.
- 4.12. If GS1 Latvia, in its sole discretion, suspects or believes that data is submitted to or published in mansGS1 in violation of this Terms and Conditions (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 mansGS1.
- 4.13. Data submitted to mansGS1 are not considered confidential and are not protected by the company's copyrights.  
  
Data Provider understands and agrees that its Data (including any weblinks) is shared by GS1 Latvia with data recipients (which may include consumers) through both local and global GS1 services.
- 4.14. Data Provider shall be liable for the data it shares in mansGS1 Solution. To the fullest extent permitted by law, neither GS1 Latvia, GS1 AISBL nor any other GS1 Member Organisation 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 Data Provider's Data.
- 4.15. Data Provider acknowledges and agrees that GS1 makes no representations or warranties, express or implied, regarding any matter, and any such representation or warranty is expressly disclaimed, including but not limited to the merchantability or fitness for a particular purpose or use of the GS1 System, the GS1 Global Company Prefix and the GS1 Identification Keys.  
Neither MO, nor the other MOs, nor GO represent or warrant that the Solutions and the Data are suitable for any regulatory purpose, including without limitation any regulatory reporting requirements in the healthcare sector.
- 4.16. Data Provider fully indemnifies, hold harmless and defends GS1 Latvia, GS1, as well as any GS1 organizations from and against all claims, actions and liabilities brought by any third party which arise out of, relate to or result from any breach by Data Provider to these Terms and Conditions.
- 4.17. If the data provider is authorised to provide data on behalf of another entity (e.g. data provider is a distributor or importer and is authorised by a brand owner to allocate a GTIN to a product), such designee is able to demonstrate its authority to do so at all times and on GS1 Latvia first request.
- 4.18. By using web-based services, GS1 Latvia does not guarantee that the services will be available at any time or that their operations will be uninterrupted or error free.
- 4.19. Withdrawal or exclusion from the GS1 Latvia members or delayed membership fees payment automatically terminates or suspends the user's rights to mansGS1.

- 4.20. Notwithstanding withdrawal or exclusion from the GS1 Latvia members GS1 Latvia and GS1 may retain the data provided by Data Provider. By default such data will be shown but marked as no longer updated. Data Provider may however request that GS1 no longer shows the data.

## **5. GS1 keys used for unique identification of medical devices - UDI.**

- 5.1. Member understands that GS1 Latvia is a member of the global GS1 organisation, 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).
- 5.2. Member understands that when it uses GS1 numbers (keys) 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 making Member's Application applicant must inform GS1 Latvia if a GS1 key 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 Latvia and for compliance with any applicable regulatory obligations and shall ensure any information provided to GS1 Latvia is accurate and up to date at all times;
  - c) GS1 Latvia may monitor correct implementation of the GS1 Standards by Member;
  - d) In case GS1 Latvia identifies a Deficiency (e.g. a misconception 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) GS1 Latvia 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 Latvia 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 Latvia 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, global GS1 organisation, working with the GS1 Latvia, 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 Latvia must, in the context of its regulatory obligations, share certain information with the relevant regulators either directly or via global GS1 organisation, including without limitation: the fact that Member uses the GS1 Key to identify Medical Devices marketed in the regulator's country, the GS1 Key, the name of Member's company, as well as any identified and uncorrected Deficiencies. Member understands that neither GS1 Latvia nor global GS1 organisation may be held liable for any direct or indirect consequences, losses or damages resulting of GS1 Latvia and/or global GS1 organisation providing such information to a regulator.

## **6. Allocation of eight-digit Global Trade Item Number (GTIN-8)**

- 6.1. GTIN-8 is a shortened version of a GTIN-13 and consists of GS1 Prefix, item number and check digit.
- 6.2. Only GS1 Latvia Members are entitled to request GTIN-8 for their products.
- 6.3. GTIN-8 shall be allocated to items with very small free space when all attempts to use EAN-13 barcode have been unsuccessful. It is necessary to check whether it would be possible to use EAN-13 by:
- reducing barcode magnification;
  - changing design or size of the package.
- 6.4. However, if GTIN-8 is necessary, the applicant shall submit:
- an Application request to assign GTIN-8;
  - complete list of products requiring this number;
  - a product sample, natural size of packaging or label.
- 6.5. GS1 Latvia allocates to each item an eight-digit Global Trade Item Number – GTIN-8.
- 6.6. The allocation of GTIN-8 is not included in the annual membership fee and shall be charged separately according to the terms and conditions approved by the GS1 Latvia Board.

## **7. Registration of numbers for Variable Weight Trade Items.**

- 7.1. In order to label items with variable weight, i.e., products what are sold in non-defined quantities at a fixed price per one unit (meat, cheese, fruit, delicacy etc.), the company has to allocate the Variable Weight Item number, or so-called restricted circulation number. In those cases, there are restricted circulation prefixes 20-29 intended in the GS1 General Specifications. Restricted circulation numbers are not to be used when trading across border.
- 7.2. The variable measure restricted circulation numbers for Latvian market is assigned by the GS1 Latvia to GS1 Latvia and other GS1 organizations Members.
- 7.3. GS1 Latvia allocates six-digit item number to each product identifying the company and product.
- 7.4. For GS1 Latvia Members and for foreign companies if they are a Full Member of any of GS1 national organization worldwide allocation of these numbers also is free-of-charge.
- 7.5. Foreign companies are required to apply for a variable weight numbers by contacting their respective GS1 organization. Variable weight numbers are handed over to local GS1 organization, but not directly to a foreign company.