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**Application for establishment of GEPIR Premium Network access
by GS1 Switzerland, Monbijoustrasse 68, 3007 Berne, Switzerland**

The user herewith requests GS1 Switzerland to grant it access to the GEPIR Premium Network. The terms and conditions (see GEPIR1) and the licence agreement (see GEPIR2) in their most recent versions are acknowledged by the user.

The licence for usage of the GEPIR Premium Network access is granted to the client for one calendar year and is automatically extended for one year unless terminated in writing. The licence may be terminated with a notice period of three months to year end. The termination takes effect once the written notice has been received by GS1 Switzerland.

With access to the GEPIR Premium Network, the client receives the right to use the data provided in accordance with the terms of usage (see GEPIR3) and the additional services provided by GEPIR Premium. These include:

GEPIR Premium data retrieval:

- Unlimited manual data retrieval in the protected internet area
- Downloading a CSV file in the protected internet area
- Automated retrieval using the XML-based web service.

The client shall provide the necessary IT infrastructure within its company. The technical specifications are provided by GS1 Switzerland. For use of the GEPIR Premium web service, the client wishes to use the following IP address for network identification _____ (the IP address may be subsequently given at any time).

Upon confirmation of the order, the client shall be given a password to access the protected internet area.



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User details:

GLN (Global Location Number/ if known)
*Company
Additional details
*Street, No./PO box
*Post code, town
*Telephone number
Fax number
Internet
*Managing director
*Name of contact person
*Role
*Email
*Our total turnover under the licence agreement in CHF

By signing the present contract we acknowledge the fee regulations of GS1 Switzerland, the statutes, and the terms and conditions, which form an integral part of this contract.

Place / Date

Company stamp / Signature

.....

*Obligatory fields

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Fachverband für nachhaltige Wertschöpfungsnetzwerke
Association professionnelle pour les réseaux durables de création de valeur
Associazioni di settore per la creazione di valore sostenibile
Industry association working for sustainable value networks

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GS1 Switzerland sectors (multiple responses possible)

Consumer goods – food

- 1.01 Retail trade
- 1.02 Wholesale
- 1.03 Online shopping and mail order
- 1.04 Beverages
- 1.05 Tobacco
- 1.06 Meat, animal husbandry
- 1.07 Dairy farming
- 1.08 Fruit and vegetables
- 1.09 Bakery products
- 1.10 Catering, hotel industry
- 1.99 Other food and grocery:

Non-food consumer goods

- 2.01 DIY, construction material, garden centres
- 2.02 Consumer electronics
- 2.03 Shoes, clothing, textiles
- 2.04 Watchmaking industry, luxury goods
- 2.05 Cosmetics, bodycare
- 2.06 Detergents and cleaning products
- 2.07 Furniture
- 2.08 Sports equipment, toys
- 2.99 Other non-food consumer goods:

Healthcare

- 3.01 Hospitals
- 3.02 Doctors' surgeries, pharmacies and chemists
- 3.03 Pharmaceutical industry
- 3.04 Medical equipment, medical technology
- 3.99 Other healthcare:

Capital goods

- 4.01 Metal industry
- 4.02 Mechanical engineering, microtechnology
- 4.03 Vehicles, defence
- 4.04 Construction industry, property
- 4.05 Chemical industry
- 4.06 Packaging industry
- 4.99 Other capital goods:

Services providers

- 5.01 Transport and logistics
- 5.02 Software and system providers
- 5.03 Consultancy
- 5.04 Payment services, insurance
- 5.99 Other services providers:

Associations, societies, public utilities

- 6.01 Associations and societies
- 6.02 Authorities
- 6.03 Utilities
- 6.04 Welfare services
- 6.99 Other associations and societies:

Schools and education

- 7.01 Universities and technical colleges
- 7.02 Vocational colleges, adult education
- 7.03 Research and development
- 7.99 Other schools and education:

Media and culture

- 8.01 Media, printers
- 8.02 Culture
- 8.99 Other media and culture:

Miscellaneous

- 9.99 Miscellaneous (please specify):

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Terms and conditions (GEPIR1) of GS1 Switzerland for the usage of GEPIR PREMIUM (GEPIR)

I. GEPIR services

The service provided by GS1 Switzerland under GEPIR consists of the provision of company data given to it by the GS1 members.

The company data provided via GEPIR is solely for checking against own customer and supplier data to ensure the seamless transfer of data and goods, and to meet the information requirement of public institutions and private persons associated with the GS1 identification systems (GTIN, GLN). Any use of the data other than that stated here requires express approval by GS1 Switzerland.

GS1 Switzerland reserves the right to develop GEPIR. The functional changes resulting from this will be promptly notified to the user, i.e. at least two months before they come into force. The costs incurring to the user of necessary adjustments to the functional changes shall be borne by the user.

GS1 Switzerland reserves the right to commission third parties for the operation of GEPIR and shall bear no liability for mistakes made by such operators. GS1 Switzerland shall also bear no liability for costs of mistakes and their consequences occurring due to incorrect use or prohibited manipulation of GEPIR, or which arise for co-users of GEPIR.

Communication access to GEPIR is possible under the regulations stated by GS1 Switzerland. The technical installations and means necessary for this are not covered by this contract. Please note that GS1 Switzerland does not have the facility to check the technical installations and means of the user, their compatibility, or the changes made to the technical installations and means of the user. GS1 Switzerland therefore does not accept any liability for damage caused by deficiencies, defects and/or existing incompatibilities between the technical installations and means of the user and the GEPIR network access provided by GS1 Switzerland.

II. Establishment of GEPIR Premium network access

1. The order for establishment of network access to GEPIR must be made in writing and is valid to GS1 only as a quotation until accepted. By placing an order, the user acknowledges these terms of business and usage in their most recent version and all documents pertaining to them.
2. GS1 Switzerland shall decide upon the acceptance of an order for establishment of network access.
3. If the order is accepted by GS1 Switzerland, usage is established with GEPIR. A contract comes into force between GS1 Switzerland and the applicant once GS1 accepts the order.
4. GS1 Switzerland shall provide the contractual partner with access to the GEPIR PREMIUM network without delay once the order has been approved and the fees for the first year of licensing paid.

III Duties of the GEPIR user

The user shall be obliged to pay the amount stated in the licence agreement (GEPIR2) annually to GS1 Switzerland; the fee falls due upon receipt of invoice.

The user shall be obliged to use the data solely in accordance with the general terms of usage, i.e. not passing on evaluations and company data sets (or individual data) to third parties, reproducing, transferring, overwriting or duplicating the data for unapproved purposes, or transferring it to other data carriers, using the data for commercial address evaluation, or issuing commercial disclosures.

GS1 Switzerland has the right to revoke a user's access to GEPIR at any time without notice or prior notification if the user has passed provided company data to third parties for unapproved purposes or uses it for purposes not expressly permitted by these terms of business and usage. The user shall bear unlimited liability towards GS1 Switzerland for damage occurring through misuse.

The data given by GEPIR users must correspond with the general GS1 specifications. The user shall be solely responsible for the data it gives being accurate and up to date (see GEPIR3).

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IV. Liability

GS1 Switzerland bears no liability to users for verification of correctness and completeness of the data provided. GS1 shall give no guarantee for the correctness and completeness of data provided. It shall bear no liability for damage occurring from the failure or internet or telecommunication connections.

For system related reasons such as maintenance, access to GEPIR may be interrupted for short periods. GS1 Switzerland shall endeavour to inform users of such interruptions in advance but shall bear no liability for costs arising to the user for these.

V. Change in terms and conditions and termination

Any necessary changes to these terms and conditions should be made as appropriate during the year and shall apply to the user from the beginning of the subsequent business year (= calendar year). However, they must be notified to users six months before the end of the business year in which they are made.

Every user has the right to terminate their use under a notice period of three months to year end. The notice shall be valid when it is received in writing by GS1 Switzerland.

When the user gives notice of termination, network access is automatically blocked once the notice period has ended.

GS1 Switzerland may only terminate the contract for a significant reason, e.g. non-payment of the licence fee, continual contravention of these terms of business and usage or compromise of the functionality of the system.

The ineffectiveness of an article within this contract shall not render the overall document invalid.

VI. Place of jurisdiction and fulfilment

The place of jurisdiction and fulfilment is Berne.

Berne, March 2009

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**Licence agreement (GEPIR2)
for the use of GEPIR Premium**

Valid from 1 March 2009

Licence fees for the use of GEPIR Premium are increased annually at the start of the calendar year. The fees must be paid to GS1 Switzerland within 30 days of receipt of invoice. All amounts are excluding VAT.

The licence fees for GEPIR Premium usage depend on the user's company turnover GS1 Switzerland membership:

Annual licence fee

Turnover scale in CHF million	Annual licence fee in CHF GS1 Switzerland member (incl. GS1 System use)	Annual licence fee in CHF GS1 Switzerland basic member and non-member
0 to 599	1,000 - excl. VAT	2,000 – excl. VAT
From 600	Included in the GS1 system usage fee	3,000 – excl. VAT

Legally independent and sole trading participants (from industry, trade, services etc.) require a licence. The term "turnover" as used in the licence agreement is the total turnover of the company or group of companies for which the GEPIR data is to be used.

In the first year of usage of GEPIR Premium, the licence fee to be paid depends on the date the contract starts and is calculated based on the remaining full months of the calendar year.

Please note

Establishment of GEPIR Premium network access is subject to advance payment. Please transfer the licence fee in advance excluding VAT to our nominated account.

Please attach a confirmation of money transfer to your order for GEPIR Premium network access. The invoice for licence fees will be sent with the notification of the password to the protected internet area of GEPIR Premium.



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The Global Language of Business

Terms of usage for GEPIR (GEPIR3)

The company data provided via GEPIR is solely for checking against own customer and supplier files to ensure the seamless movement of data and goods, and to meet the information requirement of public institutions and private persons. Any use of the data other than that stated here requires express approval by GS1 Switzerland.

The GEPIR user shall be obliged to refrain from passing on evaluations and company data sets (or individual data) to third parties, reproducing, transferring, overwriting or duplicating the data for unapproved purposes, or transferring it to other data carriers, using the data for commercial address evaluation, or issuing commercial disclosures.

GS1 Switzerland has the right to revoke a user's access to the GEPIR network without notice if the user has passed provided company data to third parties for unapproved purposes or uses it for purposes not expressly permitted by these terms of usage. The user shall bear liability towards GS1 Switzerland for damage occurring through misuse.

The number of logins to the GEPIR network is limited to 30 per day, with up to 20 searches per login. A higher number and other services can be obtained by subscribing to GEPIR Premium.

The service provided by GS1 Switzerland under GEPIR consists of the provision of company data from its own members and those of GS1 organisations affiliated to GEPIR. GS1 shall bear no liability to GEPIR users for verification of the provided data for correctness and completeness. Furthermore, GS1 shall not guarantee the correctness and completeness of data provided. GS1 shall bear no liability for damage occurring from the failure or internet or telecommunication connections.

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