

**Note:** This form will open in your browser. Please download and save before you start to fill the form in electronically. This form will need to be completed electronically using Adobe Acrobat Reader. Download a free version at <https://get.adobe.com/uk/reader/otherversions/>

Please specify if your turnover is <\$5M ☐ Yes ☐ No

### Section 1: Company Details

Date of Submission

 /  / 

Purchase Order Number

Company Name / Trading Name

ABN/ACN

 -  -  - 

Company/Head Office Street Address

Suburb/City

State/Country

Postcode

If you have entered an overseas address, are you carrying or intending to carry on a business in Australia?  
If no, GST will not be charged.

☐ Yes ☐ No

### Section 2: Contact Details

First Name

Last Name

Position

Business Phone/Mobile

Email

### Section 3: Product Details

GTIN	Description	(Choose one)		
		Base	Inner	Case

**NOTE:** Please provide base, inner and case units as separate lines on the order form. For additional products, please attach above information separately.

**Make my products available to this Recipient(s)\***

\*First recipients FREE, additional recipients fees apply.

## Section 4: Product Return

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- ☐ I will arrange to collect the product samples (within 7 working days after notification from GS1)
- ☐ I do not require product samples to be returned (product samples will be disposed of 7 working days after)

**Do you have any questions or need assistance in completing this form? Please contact the Product Launch Team via email at [GS1.ProductLaunch@gs1au.org](mailto:GS1.ProductLaunch@gs1au.org)**

**Please return the completed form to GS1 Australia.**

## Section 5: Product Launch Checklist (To be provided to GS1 Australia)

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- |  |   |
|--|---|
| <input type="checkbox"/> Two complete formed samples of base/consumer unit             | <input type="checkbox"/> Universal Buying Form (UBF) or New Line Submission Form (if available)           |
| <input type="checkbox"/> Loose packaging/labels/plastic wrap of the base/consumer unit | <input type="checkbox"/> Safety, ingredient or technical fact sheets on base/consumer unit (if available) |
| <input type="checkbox"/> Complete flat unformed packaging of other packaging levels    |   |

## Section 6: Services Included

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### Barcode Check

- Up to 3 barcode verification reports per product (Consumer unit/inner/case).
- All products to be delivered at the same time.

### Photography

- High resolution image of consumer unit/s
- Low resolution planogram images of consumer unit/s
- Additional images at cost as per Photography fee schedule

### National Product Catalogue (Data and Digital Content)

- Image loaded
- Image available to **one trading partner**
- Data entry including single national price
- Published to **one trading partner**

- ☐ I do not want my product photographs to be used for GS1 Australia marketing and promotional purposes (advertising, social media and PR)

Section 7: Payment Methods

**NOTE:** Payment for all product launch services are to be paid in advance.

We provide a number of payment options for you, please choose your preferred payment option below:

**Option A: Direct Debit Payment**

- Download the [Direct Debit form](#) and provide with this application form.
- Direct Debit discounts will be applicable on all transactions where the Direct Debit facility is set up to debit a nominated Account. This initial payment will also be debited from that Account.
- Direct Debit via a nominated credit card will not attract the standard direct debit discount, however credit card processing fees will not be applied

**Option B: Credit Card Payment**

- A credit card processing fee applies when paying by credit card, refer to our [Terms of Trade](#). These fees will be applied by GS1 Australia when processing payment.
- If you wish to make a credit card payment over the phone, please call 1300 227 263

☐ Visa

☐ Mastercard

Card Holder's Name

Card Number

Expiry Date

-

CCV

Signature

Date

/

/

**Option C: EFT Payment**

- To facilitate prompt account reconciliation please email your application along with a remittance advice detailing your company name and the invoice/payment details to our [Customer Service team](#).
- GS1 Australia Bank Details

**Bank** National Australia Bank

**Account Name** GS1 Australia Ltd.

**BSB No.** 083 266

**Account No.** 69615 7718

## Section 8: Signature Approval

I/ We \_\_\_\_\_ declare that I/We have read, understand, and shall abide by the Terms and Conditions of this agreement. The Company hereby agrees to adhere to the GS1 Specifications and Guidelines, and abide by the rules [Terms of Trade](#) and [Privacy Policy](#) of GS1 Australia.

Full Name (Director/Company Official)

Position

Signature



Date

  /   /  

## Section 9: Product Launch Fee

Product Launch Fee per product	Member Rate (\$)	*Full Rate (\$)
Consumer unit only	290.00 +GST	380.00 +GST
Consumer unit + shelf ready tray	310.00 +GST	410.00 +GST
<b>Make products available to additional recipients</b> (per recipient)***	40.00 +GST	40.00 +GST

\* Full rate is applicable to Service Only members of GS1 Australia, and Non – Member customers

\*\*\* First recipients included, fees apply for additional recipients

### Billing

Product Launch fee must be paid in full prior to any work commencing

### Refunds

Refunds are not applicable to the Product Launch Service

### Product Launch Fee Conditions

- Registration for Product Launch is subject to the user agreeing with the Terms and Conditions of Use as published by GS1 Australia available on the GS1 Australia website [www.gs1au.org](http://www.gs1au.org) and upon registration / log in. Any ongoing use of Product Launch is subject to the then current Terms and Conditions of Use.
- A change of membership status from Member to Non Member or vice versa may result in different fees being applicable.
- Fees are charged on a “as used” basis only. GS1 Australia standard subscriber members pay a discounted fee for each use of the Product Launch service. All other users pay full fees. Upgrade to standard GS1 Australia subscription membership can be done at any time through the completion and acceptance of a GS1 Australia Subscription Membership and Licence application form and payment of the applicable rates for the selected membership category.
- Product Launch fees are incremental to the GS1 Australia subscription membership and any other service fees.
- Product Launch fees do not include any costs associated with the use of the Internet or Connectivity Services.
- Any Product Launch order not commenced and completed within two months of the order submission will be required to be submitted as a new order or as a Product Launch data maintenance request.

# GS1 Australia Product Launch Order Form

## – Terms and Conditions

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### CONTRACT FOR:

Product Launch service using National Product Catalogue (NPC)

### COMMENCEMENT DATE:

Date of acceptance on-line

### EFFECTIVE UNTIL:

Terminated in accordance with the terms of this Agreement

### SCOPE AND DELIVERABLES:

The Product Launch service comprises the following elements/deliverables inclusive for the fee per product submitted:

- Barcode Check
  - Up to 3 barcode verification reports (consumer, inner, carton)
- Photography
  - High resolution image of consumer unit
  - Low resolution planogram images of consumer unit
- National Product Catalogue
  - Data entry including single national price
  - Published to one trading partner
  - Image loaded
  - Image available to one trading partner

This service is an off-site service to your business and is conducted at GS1 premises, assisted with electronic means of communication (e-mail, telephone / conference calls).

National Product Catalogue access is the means by which GS1 shares the image, product item and price information that you have approved with your trading partners.

Unrestricted access to National Product Catalogue (NPC Plus) can be provided upon request and standard fees and terms will apply.

### INVESTMENT

The Product Launch service is delivered on a per product basis and requires all products within the hierarchy to be delivered in one delivery.

All work only commences upon receipt of appropriate payment equivalent to the applicable prevailing fee per product as promoted on the GS1 Australia website and changed from time to time, times the number of products submitted. Whilst not part of the standard service, any approved travel and living expenses and out of pocket transport will be charged separately, at cost, if incurred.

Any Product Launch order not commenced and completed within four weeks of the order submission will be required to be submitted as a new order or as a Product Launch data maintenance request.

Under this agreement there is no minimum spending commitment. Each product is to be submitted with an appropriate submission form. GS1 Australia will process each Product Launch request upon receipt of the full fees in respect of each product at then published applicable fee schedule rate.

An ongoing agreement is entered into between GS1 Australia and You to cover any current or future product launch requirements on Your behalf. This agreement has no end-date and survives the initial Product Launch Service request, and can be terminated at any time at the request of either You or GS1 Australia.

The consideration payable for any supply made or to be made under the agreement has been calculated initially without regard to, and is exclusive of, any goods and services tax ("GST").

These terms and conditions form a legally binding agreement (Agreement) between You, the individual, business, company or organisation who uses the GS1 Services, and us, GS1 Australia Ltd (ABN 67 005 529 920). You acknowledge and agree that these Terms and Conditions apply to your access to, and use of, this Service. You acknowledge that You have read and understood, and agree to be bound by, these Terms and Conditions.

## 1. GS1 OBLIGATIONS

- 1.1 GS1 must use reasonable commercial efforts to perform the GS1 Services and provide the Deliverables specifically described in the Details in accordance with the Terms.
- 1.2 Unless otherwise agreed, GS1 Services will be performed during GS1's normal business hours at GS1's office locations.
- 1.3 GS1 may use subcontractors and affiliates to perform GS1 Services and/or produce Deliverables, in which case GS1 Services may be performed in the working hours and locations of those subcontractors and affiliates.
- 1.4 GS1 may appoint a representative to supervise and coordinate GS1's performance of GS1 Services. GS1 may change its representative at any time.

## 2. YOUR OBLIGATIONS

- 2.1 You acknowledge that GS1's ability to deliver the GS1 Services is dependent upon Your full and timely cooperation with GS1, as well as the accuracy and completeness of any information and data You provide to GS1. Furthermore, You also acknowledge it is Your responsibility to check all images loaded using the service tools provided by GS1 and to advise GS1 promptly of any changes or omissions. Therefore, You must promptly:
  - (a) appoint a representative who will provide professional and prompt liaison with GS1, have the necessary expertise and authority to commit Your organisation, and if necessary meet with the GS1 representative at agreed intervals; and
  - (b) provide GS1 with access to, and use of, all information, data, documentation, services and facilities as GS1 deems necessary for the production of the Deliverables.
- 2.2 You are liable for any delays to any delivery schedule specified in the Details caused by You or resulting from Your failure to fulfil any of Your obligations. GS1 may charge You for any additional charges or losses incurred by GS1 as a result of such delays, and may adjust the affected delivery schedule accordingly.
- 2.3 You agree to provide one full business day notice prior to cancelling or re-scheduling any confirmed and scheduled time for GS1 Services resource allocation. Failure to provide such notice may result in You being liable to pay 50% of any applicable fees for the delivery of that service.

## 3. PRICE AND PAYMENT

- 3.1 Prices for GS1 Services and Deliverables are specified in the Details. Where the price is related to time and materials, the price includes labour but does not include travel expenses (airfares, taxis, accommodation, parking, taxis, mileage and other incidental expenses) and other expenses needed for production of the Deliverables which will be charged to You at cost. Where the price is per item, the price does not include any provision for any costs incurred returning goods to You.

- 3.2 GS1 will invoice You in advance. The Product Launch services requires payment in full prior to commencement of the works
  - (a) GS1 may terminate these Terms pursuant to clause 7.2(a).
- 3.3 If GS1 is liable to pay GST on the supply of GS1 Services and Deliverables, then You must pay GS1 an additional amount equal to the price set out in the Details multiplied by the prevailing GST rate.
- 3.4 If GS1 personnel are required to work outside of GS1's normal business hours, GS1 reserves the right to increase its quoted rates to meet any additional costs it may incur.
- 3.5 GS1 may, from time to time and as required in order to complete the deliverables of the project, undertake the required work off-site on Your behalf. This work is billable based on the standard rates outlined in the contractual agreement.

## 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 All pre-existing Intellectual Property Rights belong to the party that owned those rights prior to the execution of these Terms.
- 4.2 Nothing in these Terms transfers any Intellectual Property Rights owned by a party.
- 4.3 GS1 will own all Intellectual Property Rights in or pertaining to all Deliverables and other materials developed by GS1 in the course of providing the GS1 Services.
- 4.4 GS1 is entitled to share Deliverables and other materials developed in the course of providing the GS1 Services to its affiliates, subcontractors and suppliers for the purpose of processing and creating the deliverables.
- 4.5 Upon Your acceptance of a Deliverable, and receipt by GS1 of the associated payment in full, GS1 grants You a non-exclusive, perpetual, non-transferable licence to use such Deliverable for Your own internal purposes. Your licence confers no ownership in the Deliverable and no rights in any associated software source code, and is not a sale of any rights in the Deliverable or the media on which it is recorded or printed.

## 5. CONFIDENTIALITY

- 5.1 GS1's commitment to privacy is set out in the "Privacy Statement" available at the GS1 Website (by clicking "[Privacy](#)"). You acknowledge that you have read and understood the Privacy Statement and consent to the collection, use and disclosure of Personal Information in accordance with the Privacy Statement.
- 5.2 Each party undertakes to keep the Confidential Information of the other party secret and to protect and preserve the confidential nature and secrecy of the Confidential Information of the other party.
- 5.3 A party may only use or reproduce the Confidential Information of the other party for the purposes of performing the first party's obligations or exercising the first party's rights under these Terms. A party must not use or disclose the Confidential Information of the other party except to its employees or legal advisers or as required by law provided that such use or disclosure is only to

the extent necessary for the relevant purpose and provided that the person to whom the Confidential Information is disclosed is specifically made aware of the confidential nature of the information.

- 5.4 Where You are an individual, You understand and agree to GS1 obtaining, using and disclosing Personal Information about You on the terms and for the purposes set out in the GS1 Privacy Statement and for the purposes of providing You with the services contemplated by this contract and the Instructions for Use.

## 6. REMEDIES AND LIABILITIES

- 6.1 To the maximum extent permitted by law, GS1's liability under any guarantee, condition or warranty (including, without limitation, any guarantee, condition or warranty of merchantability, acceptable quality, fitness for purpose or fitness for disclosed result), or any other right or remedy, under any legislation or implied into this Agreement by any legislation (Statutory Warranties) is hereby excluded. Where GS1 is liable under any Statutory Warranties, and any legislation avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of, or liability under, such Statutory Warranties, GS1's liability for any breach of such Statutory Warranties shall be limited, at GS1's option, to one or more of the following:

(a) if the breach relates to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the cost of replacing the goods or of acquiring equivalent goods; or the cost of having the goods repaired; and

(b) if the breach relates to services: the supplying of the services again or the cost of having the services supplied again.

You acknowledge and agree that reliance by GS1 on this limitation of liability is fair and reasonable in all the circumstances.

- 6.2 Without limiting clause 6.1, GS1 or its affiliates do not represent or warrant that the GS1 Services will be available at or for any particular time or that it will be free from interruption, error-free or defect free, or that errors or defects will be corrected. GS1 specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.
- 6.3 To the maximum extent permitted by law, GS1 excludes all liability (whether arising in contract, tort or otherwise) that it may have for any Loss arising from:

(a) the use of, or reliance on, the GS1 Services; or

(b) the use of, or reliance on, any other GS1 or third party which integrates, in any way, with the GS1 Services; or

(c) the use of, or reliance on, any Content on, or in, the GS1 Services including, but not limited to, the availability, quality, correctness, accuracy, completeness or suitability of such Content; or

(d) any support services, documentation or other products or services provided to You by GS1 in respect of Your use of the GS1 Services;

whether that Loss is direct, indirect or consequential Loss (including loss or corruption of data, loss of any agreement, loss of any business revenue, loss of profits, failure to realise expected profits or savings or any other commercial loss or economic loss of any kind).

## 7. TERM AND TERMINATION

- 7.1 These Terms commence on the Commencement Date set out in the Details and continue (unless terminated earlier) until terminated in writing by You.

- 7.2 These Terms may be terminated immediately upon notice in writing:

(a) by GS1, if You fail to pay any sums due under these Terms within the time period specified in clause 3; or

(b) by either party if the other party is in material breach of any of its obligations and fails to remedy such breach within 30 days of receipt of a written notice by the other party which specifies the material breach; or

(c) by either party if the other party has a receiver appointed, or makes an assignment for the benefit of creditors or other controller, or in the event of any insolvency or inability to pay debts as they become due by the other party; or

(d) by You at any time without cause, providing that there are no outstanding sums payable to GS1.

- 7.3 Upon termination of these Terms, You must pay GS1 for all GS1 Services performed and all charges and expenses incurred by GS1 up to the date of termination, and You will receive all work in progress for which You have paid. If the sum of those amounts is less than any advance payment received by GS1, GS1 must refund the difference within 30 days of receipt of an invoice from You.

- 7.4 Clauses 4, 5, 6, 7, 8 and 9 and 10 survive termination of these Terms.

## 8. ONGOING DELIVERABLE MAINTENANCE

- 8.1 An ongoing agreement is automatically entered into between You and GS1 Australia to cover any current or future assistance requirements for managing and maintaining the Deliverables on Your behalf ("**Ongoing Deliverable Maintenance**"). This agreement has no end-date and survives the initial service request.
- 8.2 Ongoing Deliverable Maintenance has no end date and survives the initial Product Launch order request, and can be terminated at any time upon issuance of a request in writing by either You or GS1 Australia.
- 8.3 Ongoing Deliverable Maintenance has no minimum spending commitment. GS1 Australia will provide estimates for each Ongoing Deliverable Maintenance request. Each estimate will include the estimated effort required to meet the requirements as well as the time and materials rate applicable at the time of the estimate. Each estimate will expire 14 days from the date of each request.

## 9. GENERAL

- 9.1 **Non-exclusivity.** Nothing in these Terms precludes or limits GS1 from providing professional, development or other services of any kind or nature to any other person or entity.
- 9.2 **No partnership.** Nothing contained in these Terms creates an agency, partnership or employment relationship between the parties, and neither party has the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.
- 9.3 **No Assignment.** Neither party may assign any rights or obligations under these Terms without the prior written consent of the other party.

- 9.4 **Force Majeure.** Neither party is liable for performance delays or for non-performance due to causes beyond its reasonable control.
- 9.5 **Notices.** All notices required under or regarding these Terms must be in writing and will be considered given upon personal delivery of a written notice to GS1 or You, or within five days of mailing, postage prepaid and appropriately addressed.
- It is Your responsibility to ensure that notices sent to You, or Your staff, by email are able to be received by the intended recipient and are not blocked, bounced or sent to off-line folders
- 9.6 **Waiver.** Neither party's failure to exercise any of its rights under these Terms is a waiver or forfeiture of those rights.
- 9.7 **Severability.** If any term of these Terms is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Terms is not affected.
- 9.8 **Precedence.** If there is a conflict between the provisions of these Terms and the Details, the Details will to the extent of that conflict take precedence.
- 9.9 **Entire Agreement.** These Terms and the Details constitute the entire agreement between GS1 and You and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Terms. GS1, in its sole discretion, reserves the right to make changes to the Terms. Each submission for GS1 Services will be governed by the then current Terms for the GS1 Service.
- 9.10 **Applicable Law.** These Terms are governed by the laws of Victoria, Australia and the courts of that State will have non-exclusive jurisdiction.

- 10.2 **"GS1 Services"** means activities such as product photography, bar code verification, data collection, categorisation and interpretation, analysis, design, planning, development, consulting, implementation, education, training and project management as described in the attached Details. GS1 Services may also include other types of services described more specifically in the Details.
- 10.3 **"Deliverable(s)"** means the tangible result(s) or outputs of the GS1 Services provided by GS1 to You as described in the Details.
- 10.4 **"Details"** means the document(s) (which may also be a GS1 quotation) to which these Terms are attached which describes a specific project, engagement or assignment for which GS1 will provide GS1 Services to You.
- 10.5 **"GS1"** refers to GS1 Australia Limited.
- 10.6 **"GST"** means the tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 10.7 **"Intellectual Property Rights"** means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.
- 10.8 **"Terms"** means these GS1 Services Terms and Conditions.
- 10.9 **"You"** means the entity (the individual, business, company or organisation) that has accepted the terms of this Agreement. You, "you", "your" and "Your" has a corresponding meaning.

## 10. DEFINITIONS

- 10.1 **"Confidential Information"** means:
- (a) information or material proprietary to or deemed to be proprietary to that party;
  - (b) information designated as confidential by that party; but excludes any information, which:
    - i. is publicly available;
    - ii. is disclosed to either party by a third party and either party reasonably believes the third party is legally entitled to disclose such information;
    - iii. was known to either party prior to its receipt from the other party;
    - iv. is developed by either party independently of any disclosures previously made by the other party;
    - v. is disclosed with the other party's prior written consent, or
    - vi. is required to be disclosed by either party by order of the court, other legal process or other professional standard.

### GS1 Australia

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### CONNECT WITH US



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