

DELEGATION OF THE RIGHT TO TRANSFER AND UPDATE DATA ON THE CodeOnline Food PLATFORM

Sworn Statement

[Company Name], [Legal Form],
[Address of the Registered Office], [Companies Registry Number],
N°GLN Member:
N° GLN Editor:
[E-mail address]
Duly represented by [First Name, Last Name], acting as [Occupation]

Hereinafter called the « **Declarant** »,

Hereby declares on its word of honour that it received the authorisation from

[Company Name], [Legal Form],
[Address of the Registered Office], [Companies Registry Number],
N°GLN Member:
N°GLN BrandOwner:
[E-mail address]
Duly represented by [First Name, Last Name], acting as [Occupation]

Hereinafter called the « **Company** »,

To transfer and update data on the CodeOnline Food Platform, in its name and on its behalf, for the following Global Company Prefix(es) and/or, if applicable, the following GTIN-8 :

- [to be completed]
- [to be completed]
- [to be completed]
- [to be completed]

Through (please tick the corresponding box/boxes):

- the GDSN (Global Data Synchronisation Network) ;
- the CodeOnline Food Import API.

In this regard, GS1 France will not be held liable if:

- the data uploaded is incorrect, inaccurate or incomplete ;
- some of the field are not duly filled ;
- the uploaded data is infringing third party rights.

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E info@gs1fr.org

Société par actions simplifiée à capital variable

Au capital plancher de 250.000 Euros

RCS Paris 305 545 675

APE 8299Z - TVA FR 35 305 545 675

This Delegation does not override the signature, by the Declarant, of any contract or terms and conditions relating to the use of the CodeOnline Food Platform and its APIs.

This Sworn Statement is strictly limited to the above-mentioned GCPs and/or GTIN-8. The Declarant guarantees and warrants that all the information stated in this document are accurate.

DURATION

This Sworn Statement will remain in force for a maximum period of 6 months.

The Declarant shall have the authorisation in **Appendix 1** signed as soon as possible and before the end of the 6 months period. The authorisation will replace this Sworn Statement.

TERMINATION

This Delegation shall be terminated automatically if:

- The Company and the Declarant are no longer GS1 France members and haven't paid their membership fees or;
- The Company is no longer a GS1 member and hasn't paid its membership fees.

In the event of the Declarant not being able to obtain, and submit to GS1 France, the signed authorisation from the Company, within the 6 months period, this Sworn Statement and the access to the CodeOnline Food Platform will be revoked. As a consequence, the Declarant will no longer be able to add or update the data. GS1 France will then proceed to the dereferencing of the concerned GCP and their attached product informations.

ELECTRONIC SIGNATURE

The Declarant hereby acknowledges and agrees that this Sworn Statement might be executed in electronic form, the consent of the Declarant being guaranteed by means of a digital signature as determined in Article 1367 of the French Civil Code.

In such case, the Declarant hereby acknowledges and agrees that this document in its electronic form will:

- Be deemed an original in the same way as if it were executed in paper form;
- Be deemed fully valid. The Declarant covenants and warrants that it will not challenge its admissibility, validity, enforceability or probative force on the sole ground that it is executed in electronic form;
- Constitute a proof, have the same probative value as if it were executed in paper form.

It is stipulated that this document carried out in electronic form cannot confer more or less rights and/or obligations to the Parties than if it were signed, executed and stored in paper form.

Dated

In

[Company Name of the Declarant]

[First and Last Name of the legal representative]

APPENDIX 1

DELEGATION OF THE RIGHT TO TRANSFER AND UPDATE DATA ON THE CodeOnline Food PLATFORM

Authorisation

[Company Name], [Legal Form],
[Address of the Registered Office], [Companies Registry Number],
N°GLN Member:
N°GLN BrandOwner:
[E-mail address]
Duly represented by [First Name, Last Name], acting as [Occupation]

Hereinafter called the « **Delegating Party** »,

Hereby authorises

[Company Name], [Legal Form],
[Address of the Registered Office], [Companies Registry Number],
N°GLN Member:
N° GLN Editor:
[E-mail address]
Duly represented by [First Name, Last Name], acting as [Occupation]

Hereinafter called the « **Delegate** »,

To transfer and update data on the CodeOnline Food Platform, in its name and on its behalf, for the following Global Company Prefix(es) and/or, if applicable, the following GTIN-8 :

- [to be completed]
- [to be completed]
- [to be completed]
- [to be completed]

Through (please tick the corresponding box/boxes):

- the GDSN (Global Data Synchronisation Network) ;
- the CodeOnline Food Import API.

In this regard, GS1 France will not be held liable if:

- the data uploaded is incorrect, inaccurate or incomplete;
- some of the field are not duly filled ;
- the uploaded data is infringing third party rights.

This Delegation does not override the signature, by the Delegate, of any contract or terms and conditions relating to the use of the CodeOnline Food Platform and its APIs.

This authorisation is strictly limited to the above-mentioned GCPs and/or GTIN-8. It shall, under no circumstances, be considered as a general authorisation for the Delegate, to use those GCPs and/or GTIN-8.

The Delegating Party guarantees and warrants that all the information stated in this document are accurate and (please tick the corresponding box):

- that all the listed GCPs and or GTIN-8 are strictly assigned to it, directly by GS1, as part of its membership.
- Acknowledges that some of the listed GCPs and/or GTIN-8 are assigned, by GS1, to entity(ies) other than its own. If so, the Delegating Party shall complete and sign the **Appendix 1.2** as many times as they are entities.

DURATION

This authorisation is granted by the Delegating Party to the Delegate for an indefinite period.

TERMINATION

This Delegation shall be terminated automatically if:

- The Delegating Party and the Delegate are no longer GS1 France members and haven't paid their membership fees or;
- The Delegating Party is no longer a GS1 member and hasn't paid its membership fees.

The authorisation might be revoked at any time, by the Delegating Party, subject to a 10 business days' notice by registered letter send to the following address: Service Client, 21 boulevard Haussmann, 75009 PARIS.

ELECTRONIC SIGNATURE

The Delegating Party hereby acknowledges and agrees that this Authorisation might be executed in electronic form, the consent of the Delegating Party being guaranteed by means of a digital signature as determined in Article 1367 of the French Civil Code.

In such case, the Delegating Party hereby acknowledges and agrees that this document in its electronic form will:

- Be deemed an original in the same way as if it were executed in paper form;
- Be deemed fully valid. The Delegating Party covenants and warrants that it will not challenge its admissibility, validity, enforceability or probative force on the sole ground that it is executed in electronic form;
- Constitute a proof, have the same probative value as if it were executed in paper form.

It is stipulated that this document carried out in electronic form cannot confer more or less rights and/or obligations to the Parties than if it were signed, executed and stored in paper form.

Dated
In

[Company Name of the Delegating Party]
[First and Last Name of the legal representative]

ANNEXE 1.2

<p style="text-align: center;">DELEGATION OF THE RIGHT TO TRANSFER AND UPDATE DATA ON THE CodeOnline Food PLATFORM <i>Sworn Statement</i></p>
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[Company Name],
N°GLN Member:
Duly represented by [First Name, Last Name], acting as [Occupation]

Hereinafter called the « **Declarant *** »,

Hereby declares on its word of honour that it received the authorisation from
[Company Name], [Companies Registry Number of [City/Country]],
N°GLN Member :

AND

[you can add as much companies as concerned]

Hereinafter called the « **Company** »,

To authorise

[Company Name], [Companies Registry Number of [City/Country]],
N°GLN Member :
Duly represented by [First Name, Last Name], acting as [Occupation]

Hereinafter called « **[Company Name]**** »,

To transfer and update data on the CodeOnline Food Platform, in its name and on its behalf, for the following Global Company Prefix(es) and/or, if applicable, the following GTIN-8 :

- [to be completed]
- [to be completed]
- [to be completed]
- [to be completed]

Through (please tick the corresponding box/boxes):

- the GDSN (Global Data Synchronisation Network) ;
- the CodeOnline Food Import API.

In this regard, GS1 France will not be held liable if:

- the data uploaded is incorrect, inaccurate or incomplete;
- some of the field are not duly filled ;
- the uploaded data is infringing third party rights.

* The Declarant shall be the same as the Delegating Party stated in Appendix 1

** The Company Name stated here shall be the same as the Delegate stated in Appendix 1.

This Sworn Statement is strictly limited to the above-mentioned GCP and/or GTIN-8. The Declarant guarantees and warrants that all the information stated in this document are accurate.

DURATION

This Sworn Statement will remain in force for an indefinite period.

TERMINATION

This Delegation shall be terminated automatically if:

- The Company and the Declarant are no longer GS1 France members and haven't paid their membership fees or;
- The [Company Name] is no longer a GS1 member and hasn't paid its membership fees.

ELECTRONIC SIGNATURE

The Declarant hereby acknowledges and agrees that this Sworn Statement might be executed in electronic form, the consent of the Declarant being guaranteed by means of a digital signature as determined in Article 1367 of the French Civil Code.

In such case, the Declarant hereby acknowledges and agrees that this document in its electronic form will:

- Be deemed an original in the same way as if it were executed in paper form;
- Be deemed fully valid. The Declarant covenants and warrants that it will not challenge its admissibility, validity, enforceability or probative force on the sole ground that it is executed in electronic form;
- Constitute a proof, have the same probative value as if it were executed in paper form.

It is stipulated that this document carried out in electronic form cannot confer more or less rights and/or obligations to the Parties than if it were signed, executed and stored in paper form.

Dated

[Company Name of the Declarant]

In

[First and Last Name of the legal representative]