



Terms and Conditions for Use of the **dorix®** Trademark

- 1) The **dorix®** Trademark is the property of **dorix GmbH (RadiciGroup)** under registration No. **009135096** completed at the Office for the Harmonization in the Internal market (OHIM, the European Union agency responsible for registering trade marks and designs).
The Company authorizes the NON-EXCLUSIVE and FREE use of the Trademark for products containing its fibres, subject to specific written authorization by **dorix GmbH**. An application for authorization to use the **dorix®** Trademark shall be made by the requesting party by sending a completely filled-in and signed form (**Annex A**). A sample of the item containing **dorix®** fibre, for which authorization is requested, must accompany the form.
- 2) Any samples sent will be specifically analyzed by **dorix GmbH** to verify their authenticity. The results of the analysis will be the determining factor for granting authorization to use the Trademark for that specific item. The samples must be marked with an identification code that will be used to identify the item if the application for authorized use of the Trademark is approved.
N.B.: the samples will not be returned, independent of the final decision on the authorization application and will be kept only for the amount of time necessary for the assessments.
dorix GmbH guarantees that all the information resulting from analyses will have the assessment of the authenticity of the **dorix®** product as their sole purpose and will be treated confidentially.
Authorization to use the **dorix®** Trademark will be given in writing exclusively by **dorix GmbH** at its own discretion. The mere filing of an application for authorization by the requesting party does not give the right to use the Trademark, which is subject to receipt of authorization from **dorix GmbH**, and does not give the right to lodge any claim or complaint in case authorization is not granted.
- 3) The granting of authorization to use the Trademark by the LICENSEE will be based on a preliminary analysis of the sample sent, as well as checks “on a sample basis” to ensure that the manufactured products conform to the approved sample. However, authorization to use the Trademark does not imply a specific guarantee on the part of **dorix GmbH** of the authenticity of the items labelled with the Trademark. The LICENSEE acknowledges that the need to maintain the image and reputation associated with the Trademark requires high quality in the production, packaging, presentation, advertising, promotion and sale of the Products.
- 4) Whenever changes to the approved item are made, the LICENSEE shall send a new application for authorization following the normal procedure.
- 5) **dorix GmbH** reserves the right for its designated personnel in charge to make tests “on a sample basis” on the premises of the LICENSEE authorized to use the Trademark, in order to verify conformity with what has been declared. The Trademark LICENSEE will allow said tests to be carried out in a cooperative manner, under penalty of termination of the licence.

dorix GmbH

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Phone: +49 (0) 9280 98103-0 Fax: +49 (0) 9280 1513

www.radicigroup.com/fibres



Geschäftsführer: Oscar Novali, Willy Weiß
Ihre im Rahmen des übl. Geschäftsverkehrs anfallenden Daten werden gespeichert.
Mitteilung gem. §26 BDS Ges

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USt-Identnr. gem. § 27a UStG: DE 268100676



- 6) *dorix GmbH* is not responsible for proper labelling of the finished products, which shall be done in accordance with the law. Notwithstanding the above, the use of the *dorix*® Trademark shall be in conformity with the provisions of the **Corporate Identity of RadiciGroup (Annex B)** and shall be agreed on in advance with *dorix GmbH*.
- 7) The LICENSEE undertakes not to alter, modify or make improper use of the Trademark and not to use any trademark, name, logo, symbol or similar representation in combination with the Trademark, so as to, among other things, avoid implying any existing relationship of a corporate, affiliate and/or subsidiary nature between the LICENSOR and LICENSEE.
- 8) The authorization to use the Trademark is valid for twelve months from the date of issuance (the effective date shall be the date of the authorization statement issued by *dorix GmbH*), barring any other agreement made at the time when the authorization was issued by *dorix GmbH*. The authorization may be renewed before the expiry date by means of a written request sent to *dorix GmbH* by the LICENSEE with no need to send further samples. An expired authorization may be renewed as indicated in paragraph 1.
- 9) *dorix GmbH* reserves the right to revoke the authorization to use its Trademark at any time and at its final discretion.
- 10) *dorix GmbH* may also terminate the authorization in the event of breach for the following reasons:
 - a. Use of the Trademark on products not containing fibre from *dorix GmbH*.
 - b. Use of the Trademark on products having specifications different from those declared during the approval process (item samples sent).
 - c. Use of the Trademark not in conformity with the provisions of the **Corporate Identity** and, in any case, not in conformity with the provisions as agreed with *dorix GmbH* (paragraph 7).
- 11) The LICENSEE undertakes to observe the above-mentioned provisions and all the supplementary terms and conditions that are contained in the authorization to use the Trademark. *dorix GmbH* reserves the right to change the graphic shape of its Trademark, as well as the terms of its use (**Corporate Identity**). The applicable law for this Agreement is the law of GERMANY.
- 12) The court having jurisdiction for any dispute arising from the application of the above-mentioned terms is the Court of HOF.

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