

GENERAL LICENCE AGREEMENT

concerning the granting of a quality label licence

between

Association for the Quality Label
in the Anodizing Industry
QUALANOD

Licensor

and

**AEA (Asociación Española del
Aluminio y Tratamientos de Superficie)**

**Holder of the General Licence
for Spain ("GL")**

Mailing address:
QUALANOD, PO. Box 1507, CH-8027 Zurich
Domicile:
QUALANOD c/o AC-Fiduciaire SA (certification body)
Tödistrasse 47, CH-8002 Zurich



Phone: +41 (0)43 305 09 70
Fax: +41 (0)43 305 09 98
E-Mail: j.schoppig@actreu.ch
Internet: www.qualanod.net

QUALANOD

1. Based on original registration in the Swiss Trademark Register (no 352316) QUALANOD has had the international sign No 513 227 registered according to the Madrid Convention concerning the international registration of trademarks.

Protection of the above-mentioned trademark therefore extends to all signatory countries of the Madrid Convention, here relevant:

- Germany
- Austria
- Benelux
- Spain
- France
- Italy
- Liechtenstein
- Portugal

2. QUALANOD intends to give its agreement to national registrations of the same sign in the following countries, who are not parties to the Madrid Convention:

- Denmark
- Finland
- Greece
- Norway
- Sweden
- United Kingdom

If the GL has the responsibility for a country, in which the Madrid Convention does not apply, he is entitled and mandated by the Licensor to have the trademark registered in the name of QUALANOD at GL's expense on the same basis as the international trademark No. 513 227 is registered under the Madrid Convention.

3. The present licence agreement grants the **exclusive** right and the obligation to the GL to utilise the above mentioned quality label by issuing authorisations to use the trademark by sub-licence to enterprises, who are engaged in the business of anodising coating of aluminium parts for architectural purposes.
4. Licences may be granted only pursuant to the requirements set forth in the SPECIFICATIONS for the QUALANOD Quality Label for Sulphuric Acid-Based Anodising of Aluminium. The GL obliges itself to respect itself and to impose on all its sub-licensees all SPECIFICATIONS as decided and put into force by decision by the Executive Committee of QUALANOD.

5. The Holder of the General Licence is responsible for and obliged to supervise the proper use and application of QUALANOD regulations and resolutions in the country it holds the General Licence. The General Licensee shall report immediately to QUALANOD any contravention or any unauthorized or incorrect use of the quality label QUALANOD.
6. QUALANOD herewith expressly delegates to the General Licensee the authority to undertake any legal initiative against anybody in case any behaviour could violate rights of QUALANOD. QUALANOD should instruct the General Licensee to undertake legal initiatives if the General Licensee does not initiate activities to defend QUALANOD rights. Any legal initiatives undertaken by the General Licensee in the name and account of QUALANOD are subject to prior approval of QUALANOD.

7. The granting of any sub-licence is subject to ratification by QUALANOD.

The Licensor has as at all times the right to make any desired controls through its own employees at the premises of the GL and at the ones of the sub-licensees in order to verify, if all applicable regulations and prerequisites for the use of the quality trademark are present. QUALANOD is also authorized to withdraw itself a sub-licence after discussion of the case with the GL, if it comes to the conclusion that the conditions therefore are met without the GL having intervened.

When a licence has been granted, the sub-licensee and the General Licence holder shall sign a contract. The contract shall contain at least the requirements exhibited by the sample contract of Appendix III of the current valid Specifications.

8. The licence fee for the master licensee is fixed by the Licensor from time to time. The GL is authorized to determine the fees for the sub-licences it grants.
9. The GL obliges itself to hand-over a licence certificate to every sub-licensee. Such certificate has to be signed by QUALANOD as expression of the ratification as per section 6.1 above.
10. The Licensor undertakes to do all steps necessary during the term of this contract for the continuation of the protection of the trademark and pay all necessary dues therefore.

If the GL learns that third parties violate or attack the intellectual property right, the GL is obliged to inform QUALANOD immediately and to support it at GL's own costs in any judicial or extra judicial procedure or act on behalf of the Licensor.

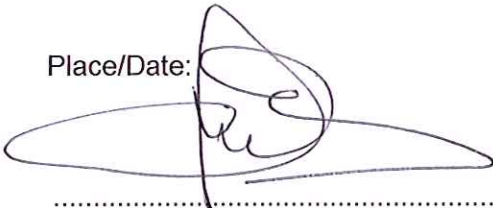
11. The GL shall mandate one or several testing institute to carry out inspections and/or tests in his country. He therefore shall enter into an agreement with an independent testing institute in which the right and duties of the testing institute and the inspectors are stipulated. The agreement between the GL and the testing institute shall at least apply to the requirements of the document "Agreement between General Licensee and Testing Institute – Minimum Requirements.

12. The present contract may be terminated with 6 months advance notice in writing to the end of each calendar year. The termination of the membership of the GL in the QUALANOD organisation shall be a separate reason for termination of this agreement irrespective of notice periods.
13. The present agreement between Licensor and GL is subject exclusively to Swiss law.

Licensor:

Association for the Quality Label in the
Anodizing industry
QUALANOD

Place/Date:



.....
President (name and signature)

GL:

AEA (Asociación Española del Aluminio y
Tratamientos de Superficie)

Place/Date:

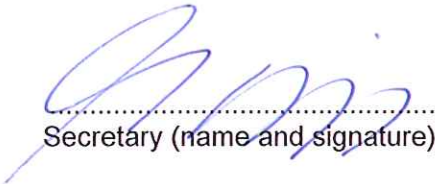
MADRID, 03/03/2016



.....
FERNANDO BUSTO

President (name and signature)

Secretary (name and signature)



.....
JON DE OLABORRIA

Secretary (name and signature)

