



## MASTER LICENCE AGREEMENT

concerning the granting of a quality label licence

between

the Association for Quality Control in the  
Lacquering, Painting and Coating Industry  
QUALICOAT

Licensor

and

AEA  
Asociación Española del Aluminio  
y Tratamientos de Superficie

Holder of the Master Licence for Spain ("ML")

1. Based on original registration in the Swiss Trademark Register (no 352316) QUALICOAT 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. QUALICOAT 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

3. If the ML 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 QUALICOAT on the same basis as the international trademark No. 513 227 is registered under the Madrid Convention.

The present licence agreement grants the **exclusive** right and the obligation to the ML to utilise the above mentioned trademark by issuing authorisations to use the trademark by sub-licence to enterprises, who are engaged in the business of paint coating of aluminium parts for architectural purposes.

4. Licences may be granted only pursuant to the requirements set forth in the SPECIFICATIONS FOR A QUALITY LABEL FOR PAINT, LACQUER AND POWDER COATINGS ON ALUMINIUM FOR ARCHITECTURAL APPLICATIONS. The ML 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 Board of QUALICOAT.

5. The ML undertakes to regularly ensure that the requirements contained in the regulation concerning the use of the trademark QUALICOAT and in other decisions of the organisation QUALICOAT are maintained and to withdraw any sub-licence already granted as soon as the requirements for granting the sub-licence as per the SPECIFICATIONS FOR A QUALITY LABEL FOR PAINT, LACQUER AND POWDER COATINGS ON ALUMINIUM FOR ARCHITECTURAL APPLICATIONS are no longer observed. Such right of withdrawal shall expressly be included in every sub-licence agreement. The ML shall report immediately to QUALICOAT any contravention or any unauthorised or incorrect use of the trademark.

The Licensor herewith expressly delegates to the master-licensee the authority to undertake any legal initiative in the name and for the account of QUALICOAT against anybody in the territory of the ML in case any behaviour could violate the rights in favour of QUALICOAT, which result from the above mentioned trademark QUALICOAT. QUALICOAT has also for example the right to forbid the use of the trademark to parties not properly authorized and to ask for compensation of damages.

If a case cannot be settled within the national association of the ML, it will then have to be forwarded to the Licensor.

If the resolution of a case requires investigation by a third party organisation, the costs shall be at the charge of the misuser, if the allegation proves justified. Otherwise such costs shall be at the charge of the informer.

6. The granting of any sub-licence is subject to ratification by QUALICOAT.

The Licensor has as at all times the right to make any desired controls through its own employees at the premises of the ML 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. QUALICOAT is also authorized to withdraw itself a sub-licence after discussion of the case with the ML, if it comes to the conclusion that the conditions therefore are met without the ML having intervened.

7. The licence fee for the master licensee is fixed by the Licensor from time to time. The ML is authorized to determine the fees for the sub-licences it grants.
8. The ML obliges itself to hand-over a licence certificate to every sub-licensee. Such certificate has to be signed by QUALICOAT as expression of the ratification as per section 6.1 above.
9. 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 ML learns that third parties violate or attack the intellectual property right, the ML is obliged to inform QUALICOAT immediately and to support it at ML's own costs in any judicial or extra judicial procedure or act on behalf of the Licensor.



10. 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 ML in the QUALICOAT organisation shall be a separate reason for termination of this agreement irrespective of notice periods.
11. The present agreement between Licensor and ML is subject exclusively to Swiss law.

**Licensor:**

**Association for Quality Control in the  
Lacquering, Painting and Coating Industry  
QUALICOAT**

**Place/Date:**

Zurich, 2 january 2013

**President (name and signature)**

Mohammed C. PANAM

**Secretary (name and signature)**

Josef SCHOPPIG

**ML:**

**Asociación Española del Aluminio y  
Tratamientos de Superficie - AEA**

**Place/Date:**

Madrid, 2 de enero de 2013

**President (name and signature)**

Jesús LABORDA

**Secretary (name and signature)**

Jon DE OLABARRIA