

# Regulations for use of Gröna Punkten

REPA grants a Producer associated with REPA/Materialbolagen by means of an Association Agreement (see below) the right to use the trademark Gröna Punkten solely on the conditions stated in these Regulations for use of Gröna Punkten.

## Definitions

**"Association Agreement"** – shall mean the agreement between REPA/Materialbolag on the one hand and the Producer on the other hand concerning packaging fees.

**"Packaging"** – shall be such packaging for which the Producer has paid fees under the Association Agreement.

**"Territory"** – shall mean Sweden.

**"Trademark"** – shall mean such registered trademark(s), which is/are registered as device mark(s) only, which REPA, based on an agreement with Der Grüne Punkt - Duales System Deutschland AG, the proprietor of the trademarks, grants the Producer a right to use in accordance with these Regulations.

## 1. Granting of right to use the trademark

1.1 The license concerns a non-exclusive right – but not an obligation – to use the Trademark within the Territory and exclusively on Packaging, on the conditions stated in these Regulations.

1.2 The Producer is not entitled to sublicense the Trademark, unless otherwise agreed in advance in writing between the parties.

1.3 The licence is valid only as long as the Producer makes timely payment of all fees under the Association Agreement. The licence according to these Regulations shall expire on the date of termination of the Association Agreement.

In addition, the licence may expire, although the Association Agreement is still in force, in the event that REPA's right to grant the use of the Trademark would expire. REPA shall notify any such change not later than six months prior to the expiration of the right.

1.5 The Trademark shall be delivered to the Producer in the manner and form decided by REPA.

## 2. Use of the Trademark

2.1 The Producer undertakes to use the Trademark in accordance with applicable law, and in accordance with the terms and conditions of these

Regulations as well as with directions issued by REPA from time to time in regard to the use thereof.

2.2 The Trademark may be used only in such colours/colour combinations as approved by REPA from time to time.

2.3 The Producer is not entitled to make any amendments to or adjustments of the Trademark, or to incorporate the Trademark as part of the Producer's firm or distinctive marks.

2.4 The Producer undertakes, during the term of the agreement as well as thereafter, not to use in its business activities words, marks or devices that are misleading or entail a risk of confusion with the Trademark.

## Territorial limitations

3.1 The Producer has the right to use the Trademark only on Packaging which shall be put on the market within the Territory. Use of the trademark outside the Territory is dependent upon a permit of the entitled party in each individual case.

## 4. Right to the Trademark

4.1 These Regulations do not provide for that any rights whatsoever – except for granting the right of use – to the Trademark or the medium on which the Trademark is made accessible to the Producer, is transferred to the Producer.

## 5. Trademark Infringement

5.1 The parties shall inform each other of any infringement or suspected infringement of the Trademark within the Territory, as soon as a party receives knowledge about the infringement or the suspected infringement.

5.2 REPA undertakes, at its own cost, to defend the Producer in the event that a claim or suit be brought against the Producer in regard to an infringement within the Territory arising from the Producer's use of the Trademark in accordance with these Regulations.

## 6. Transfer of rights and obligations

6.1 The Producer's rights and obligations as set out in these Regulations must not, in whole or in part, be transferred or pledged, or be disposed of in any other manner.