

TRADE MARK LICENCE

BETWEEN: **Windows & Glass Association Inc.**

 ("the Association")

AND:

 ("Licensee")

ON THE BASIS THAT -

- A.** The Association is the owner of the trade mark detailed in Schedule 1.
- B.** Licensee is a member of the Association.
- C.** The Association grants a licence to the Licensee to use the trade mark on the terms and conditions set out below.

THE PARTIES AGREE -

1. DEFINITIONS AND INTERPRETATION

- 1.1** *Trade Mark* shall mean the trade mark rights detailed in Schedule 1, as may be amended from time to time by the Association.
- 1.2** *Products and Services* shall encompass all sectors of the Window and Glass industries as detailed in Trade Mark No. 1103059, classes 6, 19, 36, 37, 41, 42, and 45.
- 1.3** *Constitution and Rules* shall mean the latest version of the Constitution and Rules of the Window & Glass Association.

2. GRANT OF EXCLUSIVE RIGHTS

2.1 The Association grants to the Licensee the non-exclusive rights to use the *Trade Mark* in New Zealand in relation to the *Products* and *Services* in the following situations (please specify):

- Advertising material
- Quotes, invoices
- Email footer
- Business cards
- Website
- Building signage (additional to use of member stickers)
- Vehicle signage (additional to use of member stickers)
- Other: Please specify.....

2.2 The right granted in clause **2.1** may not be assigned or sub-licensed by Licensee.

2.3 Licensee has no right to:

2.3.1 use the *Trade Mark* outside New Zealand;

2.3.2 use the *Trade Mark* in relation to any goods or services that are not defined as *Products* or *Services*.

3. TERM

3.1 This agreement is not limited as to term.

3.2 This agreement will continue in force for so long as the Licensee is a member of the Association.

4. LICENSEE'S PERFORMANCE OBLIGATIONS

4.1 Licensee acknowledges that it is bound by the Association's *Constitution and Rules* which, among other things, requires that the Licensee only supply *Products* and provide *Services* of a particular standard, and that failure to achieve those standards will result in expulsion of the member from the Association and cancellation of this licence agreement.

5. INTELLECTUAL PROPERTY OWNERSHIP

5.1 Licensee acknowledges that the *Trade Mark* is and shall remain the property of the Association.

6. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

6.1 Licensee will immediately give notice in writing to the Association of any infringement or threatened infringement in New Zealand of the *Trade Mark* which comes to its notice.

6.2 Under no circumstances will Licensee have any right to take legal action in respect of any infringement or misappropriation of the *Trade Mark*.

7. TERMINATION

7.1 The Association may, by notice in writing to Licensee, terminate this agreement immediately by written notice, if any of the following events occur:

7.1.1 if the Licensee ceases to be a member of the Association for any reason, including if the Association in its sole discretion cancels the Licensee's membership of the Association;

7.1.2 if the Licensee ceases to trade, is made bankrupt, or being a company is wound up, placed in receivership and/or is liquidated.

8. CONSEQUENCES OF TERMINATION

8.1 Upon termination of this agreement, Licensee will:

8.1.1 immediately cease all use of the *Trade Mark* and hereby undertakes not to use the *Trade Mark* or any trade mark that is confusingly similar to the *Trade Mark*;

8.1.2 within 1 week deliver up to the Association all printed matter which carries the *Trade Mark*;

8.1.3 within 1 week remove any use of the *Trade Mark* from any website or on-line advertising;

8.1.4 within 1 week obliterate any use of the *Trade Mark* from signage; and/or

8.1.5 in the event that Licensee does not comply with clauses 8.1.2, 8.1.3 and 8.1.4, Licensee hereby authorises the Association to do any of the things specified in those clauses, including entering onto and into the Licensee's property to do any of the things specified in clauses 8.1.2, 8.1.3 and 8.1.4.

Signed for and on behalf of Window & Glass Association NZ Inc. by its duly authorised officer

(i) _____
Signature

Name

Position

Date

Signed for and on behalf of _____
by its duly authorised officer(s)

(i) _____
Signature

Name

Position

Date

(ii) _____
Signature

Name

Position

FIRST SCHEDULE

The trade mark rights referred to in clause 1.1 shall mean all rights in the trade marks



MEMBER

**Window
&Glass**

Association NZ

Enduro  **Colour**



MEMBER BRAND



NZS 4211
2008

ZONE
H

AIR INFILTRATION
AC