



## **RULES FOR THE AUTHORIZED USE OF NYLSTAR TRADE MARKS**

- 1.** The trademarks reproduced on the first page of this form are owned by NYLSTAR and effective worldwide.
- 2.** NYLSTAR authorizes their non-exclusive use for products containing its fibers, and which are manufactured and inspected according to its standards. Application for the use of the said trademarks shall be made on this document, all parts of which must be filled in; the signed form shall then be returned with the required samples. The purpose of this document only refers to use of the brand, without having any other range. Anyway, the legitimate authorization of the use of the brand is required to come referred to products originated in Nylstar
- 3.** The trademarks referred to in article 1 are granted for use on finished products, and on intermediate products requiring further processes (knitted and woven fabrics, etc.) Applications to use the trademark made by manufacturers of finished articles will only be taken into consideration if the fabric used for the finished article or/and finished article has received authorization to use the trademark in question.
- 4.** Samples submitted for inspections by NYLSTAR will not be returned, regardless of the decision taken. The said samples shall be identified by the applicant firm's stamp or seal and an identification number, to which reference will be made in case of grant of the trade mark.
- 5.** The mark is granted by NYLSTAR entirely at its discretion and hence the decisions taken do not give the applicant for the trade mark any claim or grounds for complaint...
- 6.** Grant of the trade mark is based solely on prior examination of a sample and occasional inspections to ensure that production conforms to the approved sample. Hence authorization to use the trade mark does not imply any specific NYLSTAR guarantee of the marked articles. In addition, the manufacturer undertakes to use the trade mark solely on first quality articles.
- 7.** The licensed shall apply to NYLSTAR for a new authorization, in line with the normal procedure, if changes (of count, fineness, weave, finish, etc.) are made in the article previously approved.
- 8.** NYLSTAR reserves the right for its appointed representatives to make visits to manufacturers –who undertake to allow them- for the purpose of verifying that the quality of the articles is in line with declarations and applications.
- 9.** NYLSTAR does not take any responsibility for correct labeling of the finished articles, which must be carried out in accordance with the laws in force. Without prejudice to the foregoing, utilization of the NYLSTAR trade marks shall in any case be agreed by NYLSTAR. NYLSTAR trademarks shall always be used in conjunction with the licensee's trademark, with a distinctive function for the latter.
- 10.** Authorization to use the trademark is effective for 12 months from the date of issue, unless other expiry dates are fixed upon authorization of the trademark. The authorization may be renewed by following the normal application procedure as indicated in article 1.



**11.** NYLSTAR, at its own entire discretion, reserves the right at any time to cancel the authorized use of its trademark, should the licensee commit any of the following breaches:

- a. Use of the trademark owned by NYLSTAR on articles not containing fibers made by NYLSTAR, or fibers having characteristics other than those of the approved sample.
- b. Use of NYLSTAR trademarks and publicity material not approved by NYLSTAR in advance even if used on products duly authorized to use the trademark.
- c. Damage in any way caused by the licensee of the trademark to NYLSTAR's general sales policy.
- d. Failure to observe conformity of reproductions of the trademark in the event that labels are not supplied by NYLSTAR.
- e. Failure to observe conformity of reproductions of the trademark in the event that the use and graphic positioning are carried out by the licensee.

**12.** Transfers or loans of labels by one manufacturer to another are not permitted; in this event the authorized use of the trademark may be cancelled.

**13.** The licensee undertakes to comply with the above rules and all additional rules that might be contained in the letter authorizing use of the trademark.

**14.** NYLSTAR, at its own entire discretion, reserves the right to alter the list of trademarks at any time, as well as the graphic and written content of the trademarks.

**15.** The brands that are covered by this authorization may not be used by third parties; their use can only be covered with the direct authorization NYLSTAR, whose rights of full ownership of the brand are effective worldwide. The beneficiaries of such authorization expressly undertake to communicate to NYLSTAR the existence of third party products provided with the names and trademarks to which this document refers.

**16.** This agreement is governed by Spanish Law.

**17.** Any dispute that might arise with regard to application of these rules will be subject to the jurisdiction of the Barcelona Courts.

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Date	Article Reference	Meryl Brand/Hangtag	Stamp & Signature <input type="text"/>