

## Rules for the authorized use of NYLSTAR “Trade Marks”

1. The trade marks reproduced on the first page of this form are owned by Nylstar, which authorizes their non-exclusive use for products containing its fibers, and which are manufactured and inspected according to its standards. Application to use the said trade marks shall be made on this form, all parts of which must be filled in; the signed form shall then be returned with the required samples.
2. The trade marks 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 trade mark 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 trade mark in question.
3. 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.
4. 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.
5. Grant of the trade mark is based solely on prior examination of a sample and occasional inspections to ensure that production on forms 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 undertake to use the trade mark solely on first quality articles.
6. 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.
7. NYLSTAR reserves the right for its appointed representatives to make visits to manufactures –who undertake to allow them– for the purpose of verifying that the quality of the articles is in line with declarations and applications.
8. 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 upon with NYLSTAR. NYLSTAR trade marks shall always be used in conjunction with the licensee’s trade mark, with a distinctive function for the latter.
9. Authorization to use the trade mark is effective for twelve months form the date of issue, unless other expiry dates are fixed on authorization on the trade mark. The authorization may be renewed by following the normal application procedure as indicates in article 1.
10. NYLSTAR, at its own entire discretion, reserves the right at any time to cancel the authorized use of its trade mark, should the licensee commit any of the following breaches:
  - a. Use of the trade mark 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 trade marks and publicity material not approved by NYLSTAR in advance even if used on products duly authorized to use the trade mark;
  - c. damage in any way caused by the licensee of the trade mark to NYLSTAR’s general sales policy;
  - d. failure to observe conformity of reproductions of the trade mark in the event that labels are not supplied by NYLSTAR;

- e. failure to observe conformity of reproductions of the trade mark in the event that the use and graphic positioning are carried out by the licensee.
- 11. Transfers or loans of labels by one manufacturer to another are not permitted, on pain of cancellation of the authorization granted.
- 12. The licensee undertakes to comply with the above rules and all additional rules that might be contained in the letter authorizing use of the "Trade Mark".
- 13. NYLSTAR, at its own entire discretion, reserves the right to alter the list of trade marks at any time, as well as the graphic and written content of the trade marks.
- 14. Should the trade mark be deleted from the above list, all licenses for its use shall be deemed to expire at the natural term of the license.
- 15. Trade marks not specifically indicated in the list to article 1, but owned and registered in NYLSTAR's name, may be included in these rules.
- 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

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Article

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Hangtag

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Stamp and signature

