

INTELLECTUAL PROPERTY LICENCE AGREEMENT FOR THE USE OF TEXTILE CARE SYMBOLS

GINETEX BRANDS / COPYRIGHT-PROTECTED ELEMENT



Environmental & Friendly registered trademark
(could be used alongside the five-symbol mark on clothing labels)



Swiss Textiles serves and represents the interests of its members in the Swiss textile and clothing industry in dealings with the public, the authorities and other organisations and interest groups; it promotes networking and advocates best practice, including the use of the internationally recognised textile labelling system.

In order to make the internationally recognised textile care labelling system available to its members, Swiss Textiles is a member of GINETEX. GINETEX (the International Association for Textile Care Labelling) has developed and manages a system of language-independent symbols for textile care labelling.

These symbols are protected by copyright in certain combinations. They are also registered as trademarks or applied for registration in many countries, either solely in the name of GINETEX or jointly in the name of GINETEX and its French committee and secretariat, COFREET. They are referred to below as «symbols». GINETEX and COFREET have also registered an environmentally friendly logo called «clevercare.info», which informs consumers about the most responsible way to care for textile and clothing products.

Swiss Textiles has been granted the right to sub-license the use of the symbols to any Swiss private company based in Switzerland or Liechtenstein.

The user intends to use the symbols on textile products and is willing to conclude this licence agreement.

The parties have agreed as follows:

ARTICLE 1

Swiss Textiles grants the user, as a licensee of GINETEX and COFREET, a non-transferable, non-sublicensable and non-exclusive right to use the symbols mentioned above for reproduction on labels in key markets, including those markets in which the GINETEX and/or COFREET symbols are registered.

ARTICLE 2

The user must duly comply with the technical requirements set out in the technical brochure and the care instructions brochures and is responsible for the correct use of the symbols, including their graphic display.

The user undertakes to comply with these requirements for use in accordance with the care labelling system and to respect the trademarks and copyright of GINETEX and COFREET, whilst complying with national regulations governing the care labelling of textiles.

ARTICLE 3

The user is responsible for the reproduction of the symbols, their quality, color fastness and correct graphic representation. The user is also responsible for ensuring that all textile items in their shops are correctly labelled with care instructions in accordance with the materials from which they are made.

In the event of any misuse of the symbols, Swiss Textiles is entitled to terminate this agreement and the user's right to use the symbols with immediate effect and without any compensation to the user, without prejudice to Swiss Textiles' right to claim damages.

ARTICLE 4

Please select the relevant option:

- ☐ The user declares that they are a member of Swiss Textiles: the fee for the right hereby granted to use the symbols and the care labelling system is included in the annual membership fee payable by the user; without prejudice to Article 8, the licence hereby granted is automatically renewed upon payment of the annual membership fee;
- ☐ The user declares that they are not a member of Swiss Textiles: in return for the right hereby granted to use the symbols and the care labelling system, the user must pay a current fee of CHF 0.00 to Swiss Textiles.

ARTICLE 5

The intellectual property rights are held by GINETEX and are managed by it. Swiss Textiles accepts no liability whatsoever for the validity and scope of these rights and shall not be held liable in this regard. Should GINETEX's trademark rights and/or copyright in the symbols be declared invalid, the user shall be entitled to terminate the contract with immediate effect, without Swiss Textiles being obliged to pay any compensation; however, the user shall not be entitled to claim damages or payments of any kind (including the refund of any fees).

ARTICLE 6

Should the user become aware of any infringement by a third party of GINETEX's rights in the symbols, they must notify Swiss Textiles of this in writing without delay. Upon receipt of such a notification of an infringement, Swiss Textiles and/or GINETEX shall have the exclusive right (but no obligation) to take legal action against such infringement. Should they fail to take any action within 90 (ninety) days of receiving such a notification, the user may, after giving prior written notice to Swiss Textiles, take action against this infringement at their own discretion, at their own expense and for their own account.

The user must inform Swiss Textiles immediately and in full of any actual or threatened claims by third parties regarding the use of the symbols or the validity of the trade mark rights and/or copyright in these symbols.

ARTICLE 7

This Agreement shall be governed in all respects by the substantive law of Switzerland and shall be interpreted accordingly.

Any disputes, claims or disagreements relating to the interpretation or enforcement of this Agreement which cannot be settled amicably between the parties shall be finally determined by the competent courts in Zurich, Switzerland.

ARTICLE 8

Either party may terminate this agreement at the end of the calendar year. The party wishing to terminate this agreement must give the other party at least six months' written notice.

Swiss Textiles is entitled to terminate this agreement at any time should the user fail to fulfil their obligation to pay the annual fee in accordance with Article 4.

The parties have had this agreement signed by their duly authorised representatives in multiple copies, each of which shall be deemed an original for all purposes. Unless otherwise required by mandatory statutory law, the parties agree and acknowledge that a simple electronic signature, e.g. via DocuSign, shall be deemed a valid signature.

Licensee

Company _____

Name 1 _____

Signature 1 _____

Signature 2 _____
optional

Signature 2 _____
optional

Place/Date _____

Swiss Textiles

Swiss Textiles

Name 1 _____

Signature 1 _____

Signature 2 _____

Signature 2 _____

Zurich, _____