



Metal  
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Europe



## License agreement for the use of the Recycles Marks

This License Agreement determines the terms and conditions that apply to any party wishing to make use of the Recycles Mark.

### 1. OWNERSHIP OF RECYCLES MARK

The intellectual property rights for the Recycles Mark (as set out in Schedule 1) is owned by Metal Packaging Europe G.I.E., Square de Meeûs 40, 1000 Brussels, BELGIUM (BE0879.108.030).

### 2. GRANT OF LICENCE

- 2.1 In consideration of your acceptance of and compliance with these terms and conditions Metal Packaging Europe licenses you and your Affiliates to use the Recycles Mark in accordance with the Guidelines for Use set out in Schedule 2. You shall procure that any of your Affiliates that use the Recycles Mark comply with this License Agreement and the Guidelines for Use. For the purposes of this License Agreement, "Affiliate" of a party shall mean any subsidiary or holding company of a party and each subsidiary of such holding company.
- 2.2 The only consideration for this License Agreement is the licensee's formal acceptance of any and all of these terms and conditions. The licensee owes no license fee.
- 2.3 Metal Packaging Europe reserves the right to change these terms and conditions and the Guidelines for Use at any time by providing you with written notice of such change.

### 3. GRANT OF LICENCE

- 3.1 You agree to comply strictly with the Guidelines for Use in respect of your use of the Recycles Marks. Any use of the Recycles Marks not in accordance with the Guidelines for Use will be considered to be unauthorised and shall entitle Metal Packaging Europe to terminate this License Agreement in accordance with Clause 7. You shall not use the Recycles Marks other than for its genuine purposes and shall



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use it only in a manner that shall not infringe the rights of or restrict or inhibit any third party.

- 3.2 Should you fail to comply with the Guidelines for Use or these terms and conditions you will be contacted by Metal Packaging Europe and asked to remedy such failure within twenty-eight days (or such other time period as may be allowed by Metal Packaging Europe). If the failure is not remedied within the agreed time frame or is incapable of remedy, then Metal Packaging Europe reserves the right to terminate this License Agreement.

#### **4. RESTRICTIONS ON USE OF MATERIALS**

- 4.1 The Recycles Marks, any derivatives thereof and the Guidelines for Use are the property of Metal Packaging Europe and are protected pursuant to copyright and trademark laws and may not be reproduced, republished or otherwise used except in accordance with the terms of this License Agreement.
- 4.2 Subject always to these terms and conditions, the Recycles Marks produced by Metal Packaging Europe may be copied or downloaded for use on own brand or branded packaging only. You are not permitted to sublicense the use of the Recycles Marks.
- 4.3 You agree not to adapt, alter or create any derivative work from any of the Recycles Marks or from any of the Guidelines for Use without express written permission from Metal Packaging Europe.
- 4.4 You agree to provide Metal Packaging Europe with any aggregated or other data reasonably required by Metal Packaging Europe in connection with the use of the Recycles Marks and hereby agree that any such data may be used by Metal Packaging Europe in order to analyse and promote the Recycles Marks.
- 4.5 You will not publish any information supplied by Metal Packaging Europe in connection with this License Agreement without the prior written consent of Metal Packaging Europe such consent not to be unreasonably withheld.

#### **5. INDEMNITY**

- 5.1 You agree to indemnify Metal Packaging Europe against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceedings or demand that may be brought, made or prosecuted against Metal Packaging Europe by any person arising out



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of or as a consequences of any use of the Recycles Marks or any unlawful or negligent act or omission attributable to your organisation (including acts/omissions of your officers, employees agents and Affiliates) in any way connected with the downloading and/or use of the Recycles Marks.

- 5.2 This indemnity extends to and includes all costs, damages and expenses reasonably incurred by Metal Packaging Europe in defending any action, proceedings, claim or demands.

## 6. LIABILITY

- 6.1 Metal Packaging Europe does not warrant that information provided by Metal Packaging Europe will be error free. Users of the Recycles Marks must satisfy themselves of the accuracy of all information provided prior to relying upon it.
- 6.2 Nothing in these terms and conditions shall operate or be construed so as to exclude or restrict the liability of any party for death or personal injury caused by negligence.
- 6.3 Under no circumstances shall Metal Packaging Europe be liable for any special indirect or consequential damages, or any damages whatsoever arising from use or loss of use, data, or profits, whether in contract or on any other basis (including liability in tort) arising out of or in connection with this License Agreement.
- 6.4 You shall not be entitled to make a claim under this License Agreement unless you notify Metal Packaging Europe within 7 days after becoming aware of the circumstances giving rise to the claim.
- 6.5 Subject to clause 6.2 above, Metal Packaging Europe's liability under this Agreement or on any other basis shall not exceed €100.

## 7. TERMINATION

- 7.1 This License Agreement is effective until terminated by Metal Packaging Europe in accordance with these terms and conditions.
- 7.2 This Agreement may be terminated with immediate effect giving notice to you from Metal Packaging Europe if, in Metal Packaging Europe's reasonable opinion, you have materially or persistently breached the terms of this License Agreement.
- 7.3 Following termination of this License Agreement you shall cease to use the Recycles Marks and you must destroy all materials obtained from the Metal Packaging Europe and any copies thereof, whether



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made under the terms of this License Agreement or otherwise. Also, within such reasonable period as Metal Packaging Europe may notify to you in writing you must cease to place further packaging on the market that bears the Recycles Marks and any derivatives.

- 7.4 This License Agreement may be terminated by Metal Packaging Europe at any time without specific reason giving not less than 180 days' notice to you.

## 8. GENERAL PROVISIONS

- 8.1 None of the rights or obligations under this License Agreement may be assigned, sub-contracted or transferred by you without the prior written consent of Metal Packaging Europe.
- 8.2 This License Agreement contains the whole agreement between the parties relating to the subject matter of this License Agreement and supersedes all previous arrangements relating to the use of the Recycles Marks.
- 8.3 The invalidity, illegality or unenforceability of any of the provisions of this License Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this License Agreement. A person who is not a party to this License Agreement may not enforce any of its terms.
- 8.4 Any notice or other document to be served under this License Agreement may be delivered or sent by post to the party to be served as its registered address or at such other address as it may have notified to the other party in accordance with this clause.

This agreement shall be deemed to have been made in Belgium, and shall be interpreted under and solely in accordance with the laws of Belgium. Any and all disputes between the Parties hereto, whether or not arising under this agreement shall, at the demand of either Party, be settled before the competent courts of Brussels.



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## Schedule 1 A: Recycles Marks

European trade mark registration No. 013108535



European trade mark registration No. 013108626



## Schedule 1 B: Derivatives of the Recycles Marks



English



## Schedule 2 – Guidelines for Use

The applicable Guidelines for Use (being both the On-Pack Guidelines and the Off-Pack Guidelines) will be amended and updated from time to time.

The current version of the Guidelines for Use can be found at [www.metalpackagingeurope.org/recyclesmark](http://www.metalpackagingeurope.org/recyclesmark)

Dated: 9th June 2017



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