

CARBON WARRIOR®

Licensing Agreement

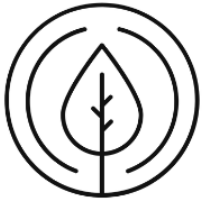
**An opportunity for every
FTMA member storing carbon
for life with wood products**



This Agreement is between the Frame & Truss Manufacturers Association of Australia Ltd (FTMA) and the Carbon Warrior Program Partners.

As a Carbon Warrior Program Partner, you are entitled to use Carbon Warrior brand logo in your signage, sales and marketing communications in ways that meet the following criteria:

1. Usage of the brand logo follows the Carbon Warrior Brand Usage Guide (copies of which will be sent on approval of application).
2. Use of the brand logo does not, or does not have the potential to, bring the Carbon Warrior brand into disrepute in any way. (For instance: by associating the brand with activities that are contrary to the Trade Practices Act 1974; or claims that cannot be substantiated; or in conjunction with the sale or distribution of illegally sourced timber; or in conjunction with unsustainable environmental practices; or in conjunction with timber that does not comply with Australian Standards.)
3. Use of brand logo with registered trademark ® complies with the Carbon Warrior trademark registration, trademark number: 222 4710. (For instance: cannot sell merchandise or apparel with the registered Carbon Warrior logo).
4. That your use of the brand logo does not represent or imply endorsement of the quality or value of any product or service by the Carbon Warrior program.
5. You will not allow any other entity to use the Carbon Warrior brand logo without the express written permission of FTMA.
6. FTMA retains ownership and all rights to the Carbon Warrior brand and associated properties.
7. Without prejudice to other remedies available to FTMA, that failure to rectify any breach of these requirements within 7 days of notification of such breach will result in permission to use the Carbon Warrior brand logo being withdrawn immediately.
8. The license continues until terminated by either party by giving thirty (30) days notice to the other party.
9. Any decisions made by the FTMA regarding use of the Carbon Warrior brand logo, are not subject to negotiation.



CARBON WARRIOR®

Terms of Licence



As a Carbon Warrior Program Partner, you are entitled to use the Carbon Warrior brand logos (Logos) in the ordinary course of business, relating to signage, sales and marketing communication in accordance with the following terms:

1. Program Partner must only use the Logos in accordance with, and for the purposes set out in, the Carbon Warrior Brand Usage Guide (Guide). The use of the Logos by the Program Partner is deemed acceptance of the terms of this Licence in full.
2. Program Partner agrees that:
 - (a) FTMA shall not be responsible or liable for any claim and indemnifies FTMA against any such liability, which arises directly or indirectly in connection with the supply and/or quality of goods and services, which Program Partner provides.
 - (b) Notwithstanding the above in clause 2(a), FTMA shall not be liable in any circumstances for any indirect, special, punitive, economic or consequential loss or damage suffered by Program Partner or any other entity including without limitation loss of income, profits, business, goodwill or data, or loss of anticipated savings.
3. Program Partner warrants that:
 - (a) it has, and will at all times have, use and apply the skills, qualifications, expertise, capacity, resources and experience necessary to carry out its obligations under the Licence;
 - (b) it has an obligation to carry out any reasonable written direction issued by FTMA relating to any activities associated with the use of the Logos by it or any related bodies corporate.
 - (c) it will not bring the Logos into disrepute in any way, including (but not limited to):
 - (i) associating the Logos with activities that are contrary to any Australian laws, including (but not limited to) the Competition and Consumer Act 2010 (CCA); or
 - (ii) making or representing claims that cannot be substantiated; or
 - (iii) the sale or distribution of illegally sourced timber; or
 - (iv) participating in unsustainable environmental practices; or
 - (v) associating the logo with timber that does not comply with Australian standards.
 - (d) it will use brand logo with registered trademark (®) in compliance with the Carbon Warrior trademark registration, trademark number: 222 4710, including (but not limited to);
 - (i) classes 19, 31, 35, 37, 41, 42 and 45
 - (ii) not selling merchandise or apparel with the registered Carbon Warrior logo.
 - (e) it has the requisite power and authority to enter into this Licence and to carry out the obligations contemplated by the Licence.
4. Program Partner will indemnify FTMA from and against all losses and claims sustained or incurred by FTMA arising directly out of any breach of any term in this Licence by Program Partner. Clause 2 and this clause 4 survives termination of this Licence.
5. Program Partner must not sub-license or allow any other entity to use the Logos unless it has the prior written permission of FTMA (which FTMA may grant or withhold in its absolute discretion).
6. Program Partner acknowledges that:
 - (a) FTMA retains ownership and all rights to the Logos and any related intellectual property and;
 - (b) This Licence does not assign any intellectual property rights to Program Partner; and FTMA grants to Program Partner a revocable, royalty free, non-transferable, non-exclusive licence to use the Logos solely for the purposes contained in this Licence, the Guide or as may be permitted by FTMA in writing from time to time.
7. Without prejudice to any remedy available to FTMA, failure to rectify any breach of the terms in this Licence within seven (7) days of notification of such breach will result in permission to use the Logos be withdrawn immediately.
8. The Licence continues until terminated by either party by giving thirty (30) days prior notice to the other party for any reason. Upon termination of the Licence the Logos must be withdrawn from use immediately, or if that is impractical at the earliest opportunity at the cost of the Program Partner.
9. Both the Program Partner and FTMA will ensure that any confidential information relating to each other is treated as strictly confidential, and is not used or disclosed to any other person, other than:
 - (a) Persons strictly requiring the information for the purpose of properly performing its obligations under this Licence, provided that they are made aware of the obligations in this clause;
 - (b) with the other's prior consent;
 - (c) as required by law.This clause 9 survives termination of this Licence.
10. Any decisions made by the FTMA regarding use of the Logos are not subject to negotiation.