

LOVAG LICENCE AGREEMENT

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BETWEEN, on the one hand

ASEFA, ASSOCIATION DE STATIONS D'ESSAIS FRANCAISES D'APPAREILS ELECTRIQUES, acting for LOVAG Management Committee, whose registered office is situated at 33, avenue du General Leclerc, 92260 Fontenay aux roses, duly represented by [Mrs. Marie-Elisabeth d'Ornano](#), Director for Certification.

hereinafter referred to as "ASEFA

AND, on the other hand,

1. ACAE, Associazione per la Certificazione delle Apparecchiature Elettriche whose registered office is situated at Via Tito Livio 5, 24123 Bergamo, Italy, duly represented by [Mr. Virginio Scarioni](#), General Secretary hereinafter referred to as "ACAE",
2. ALPHA at VDE, VDE Testing and Certification Institute, Merianstrasse 28, 63069 Offenbach, Germany, duly represented by [Mr. Klaus Kress](#), Director Certification, hereinafter referred to as "ALPHA at VDE",
3. APPLUS+ Laboratories, Electrical & Electronics Center , Campus UAB, 08193 Bellaterra/Barcelona, Spain, duly represented by [Mr. Martija Ortiz](#), B.U. Director, hereinafter referred to as "APPLUS+ Laboratories",
4. Intertek Semko AB, Torshamnsgatan 43, 16422 Kista, Sweden, duly represented by [Mr. Fredrik Wennersten](#), Certification Manager, hereinafter referred to as "Intertek Semko AB"
5. SGS Belgium NV-Division SGS CEBEC, International Avenue 55D, 1070 Brussels, Belgium, duly represented by [Mr. Silvio Piras](#), Product Line Manager Low Voltage Protection and Power Protection hereinafter referred to as "SGS CEBEC"
6. IMQ S.p.A., via Quintiliano 43, 20138 Milano, Italy, duly represented by [Mr. Fulvio Giorgi](#) -Product Department Manager, hereinafter referred to as "IMQ"



Whereas ASEFA and ACAE, ALPHA at VDE, APPLUS+Laboratories, IMQ, Intertek Semko AB and SGS CEBC are signatories to the Low Voltage Agreement Group (LOVAG), which promote the issue of LOVAG Certificates for users of low voltage industrial and similar equipment.

WHEREAS, the trademark **LOVAG** has been filed by ASEFA in different countries: [European Union](#), [India](#), [Turkey](#), [China](#) and [Russia](#).

WHEREAS each signatory of the Low Voltage Agreement Group wants to issue LOVAG Certificates by reference to the LOVAG Trade-Mark and/or may grant the right to use the LOVAG Mark to be placed on Industrial and Electronic equipment.

NOW IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

In this Agreement the following expressions shall mean the following meanings:

- 1.1 The term "LOVAG Trade-Mark" shall mean the following registered trade-marks or trade-mark applications:

	WIPO, Madrid, registered trademark no. 1202589 from 4 th February 2014 for the classes 9, 16, 42 For the countries of European Union, India, Turkey, China and Russia According to the certificate of OMPI given in appendix 1 And the description given in appendix 2.
	LOVAG Certification-Mark for the attachment on products, for which a LOVAG Mark licence has been granted according to LOVAG G3. The LOVAG Certification-Mark is described in appendix 3.

The design of "LOVAG Trade-Mark" and the LOVAG Certification-Mark, the sizes, colours etc. are given in the appendices of this agreement.

- 1.2 The term "Territory" shall mean all the countries where the LOVAG Trade-Mark has been filed or registered.

- 1.3 The term "Licensee" shall mean one of the signatories to the Low Voltage Agreement Group (LOVAG) Agreement, [except ASEFA](#).
- 1.4 The term "Commencement Date" shall mean the date when any of the Licensees has signed the LOVAG Agreement.

ARTICLE 2 –LICENCE

- 2.1 ASEFA hereby grants to each Licensee, which accepts under the terms and conditions of this Agreement, a non-exclusive licence of the LOVAG Trade-Mark in order to use the LOVAG Trade-Marks in the Territory and in those countries where LOVAG signatories are acting.

ASEFA grants also to each Licensee to mark LOVAG-Certificates and other written papers, such as letters, invoices, leaflets etc, in relation to LOVAG-Certificates or LOVAG-membership.

ASEFA grants also to each Licensee to transmit the right to place the LOVAG [Certification](#)-Mark on Industrial and Electronic Equipment to applicants in compliance with LOVAG G3 (LOVAG Mark Certification Rules).

ASEFA grants also to each Licensee to transmit the right to place the LOVAG Trade Mark on written papers, such as technical prospects and catalogues to clients, manufacturers and laboratories who apply the LOVAG Testing and Certification Scheme.

[ASEFA hereby grants to each Licensee, the authorization and right for prosecution of improper use of the LOVAG Trade-Marks following the procedure given in article 3.3.](#)

- 2.2 The Licence is a Royalty-Free Licence

The parties agree on the sharing of the expenses relating to filing, examination or renewal of the Trade-Marks. ASEFA will advance the payment of these expenses and will be reimbursed by the signatories to the LOVAG Agreement.

- 2.3 This Agreement shall come into force on the Commencement Date and shall remain in force until the expiry of the LOVAG Agreement. Without prejudice of any other rights it may have; any Licensee may terminate this Agreement by notice in writing to ASEFA.



- 2.4 Except the LOVAG Certification-Mark, no other mark, word etc. should be used by the Licensees in direct combination with the LOVAG Trade-Mark.
- 2.5 The Licensees should use the LOVAG Trade-Mark only in the design, proportions, colour etc. as given by ASEFA, enclosed in the appendix 2 to this contract or in black. The LOVAG Certification Mark should only be used as given in appendix 3.
- 2.6 The Licensees should use the LOVAG Trade-Marks only complete.

ARTICLE 3 –LICENCE

- 3.1 Each licensee ensures to do its business in such a way to enforce the prestige and reputation of the LOVAG Trade-Marks.
- 3.2 With the exceptions given in article 2.1 no licensee shall, directly or indirectly, assign, transfer, sub-licence or in any other manner make over to any third party the benefit and/or the burden of this Agreement without the prior written consent of the other parties.
- 3.3 ASEFA shall undertake all efforts to file the LOVAG Trade-Marks in those countries where it is decided by the LOVAG management committee.

Each Licensee shall inform ASEFA immediately if it becomes aware of an infringement of the Trade-Marks and ASEFA shall bring an action against such infringement in accordance with the decision of the LOVAG Management Committee. If not, the Licensee shall be free to exercise such right of action at the expense of its own and ASEFA shall execute all powers of attorney or other documents required to enable said Licensee to bring such action.

- 3.4 If an action for infringement is brought against a Licensee because of the use of the Trade-Mark, the parties will agree on the means to defend such action. If the parties fail to agree, the said Licensee will defend such action alone as it sees fit under its sole discretion and will bear the expenses related thereto.
- 3.5 Registration of this Agreement, if required, shall be made by each Licensee in its country.
- 3.6 The parties shall endeavor to seek amicable solutions to all disputes arising in connection with the interpretation or execution of his agreement.

If an amicable solution cannot be found within three months from the date of the claim by one of the parties, it is agreed that all disputes arising in connection with this Agreement shall be settled under the Rules of Conciliation and arbitration of the International Chamber of Commerce, in Paris, by three

arbitrators appointed in accordance with the said rules. The arbitrators shall apply French Law.

- 3.7 This agreement is valid from the day of signing and will continue from year to year with the Licensees, if they will not denounce in a term of 3 months to the end of the year.


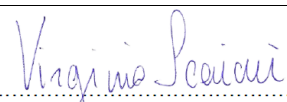
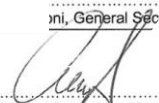




This agreement ends immediately with the Licensee who loses the recognition of his national body or the membership with LOVAG.

After this cancellation the Licensee has to take care that in a term of 9 months the LOVAG Trade-Marks disappears out of his papers, leaflets etc.

Changes in comparison to the previous edition from September 2013 are given in blue colour.

Made by LOVAG Secretariat on 8th January 2016

SIGNATURES (Copies from originally signed documents)

For ASEFA	 Marie-Elisabeth d'Ornano, Director for Certification
For ACAE	 Virginio Scarjoni, General Secretary
For ALPHA at VDE	 Klaus Kress, Director Certification
For APPLUS+Laboratories	 Jordi Brufeu, General Manager
For IMQ	 Fulvio Giorgi - Product Department Manager
For Intertek Semko AB	 Fredrik Wennersten, Certification Manager
For SGS CEPEC	 Silvio Piras, Product Line Manager Low Voltage Protection and Power Protection



CERTIFICAT D'ENREGISTREMENT

Le Bureau international de l'Organisation Mondiale de la Propriété Intellectuelle (OMPI) certifie que les indications figurant dans le présent certificat sont conformes aux inscriptions portées au registre international tenu en vertu de l'Arrangement et du Protocole de Madrid.

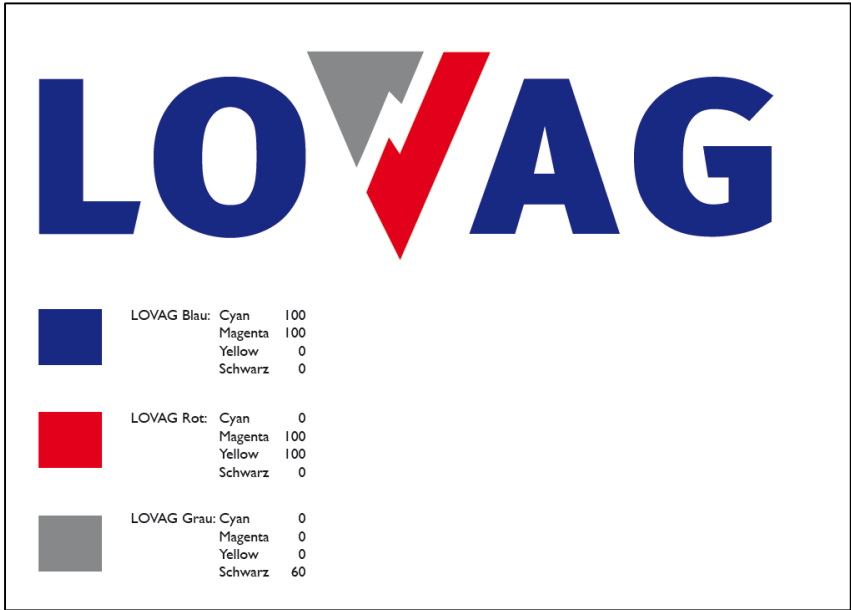
Reproduction de la marque



<i>Numéro d'enregistrement</i>	1 202 589
<i>Date d'enregistrement</i>	4 février 2014
<i>Date d'échéance</i>	4 février 2024
<i>Nom et adresse du titulaire</i>	ASSOCIATION DE STATIONS D'ESSAIS FRANCAISES D'APPAREILS ELECTRIQUES (ASEFA) 33, avenue du Général Leclerc, F-92260 FONTENAY-AUX-ROSES (France)
<i>Forme juridique du titulaire (personne morale) et lieu de constitution</i>	Organisation internationale de Certification, France
<i>Nom et adresse du mandataire</i>	SCHMIT CHRETIEN, 8 Place du Ponceau, F-95031 CERGY- PONTOISE (France)
<i>Classification des éléments figuratifs</i>	1.15; 26.3; 27.1; 27.3; 27.5
<i>Liste des produits et services NCL(10-2013)</i>	9 Equipement électrique, notamment pour des applications industrielles ou similaires; appareils de commande d'appareils, leurs parties et pièces constitutives. 16 Documents, imprimés, rapports, certificats de conformité, publications imprimées. 42 Expertises (travaux d'ingénieurs); études de projets; essais d'appareils et de matériaux; essais ou tests de laboratoire; élaboration de normes ou standards; vérification de conformité de produits industriels à des normes.
<i>Demande de base</i>	France, 09.10.2013, 13 4 038 516
<i>Données relatives à la priorité selon la Convention de Paris</i>	France, 09.10.2013, 134038516
<i>Désignations selon le Protocole de Madrid</i>	Inde, Turquie, Union européenne
<i>Désignations selon le Protocole de Madrid en vertu de l'article 9sexies</i>	Chine, Fédération de Russie
<i>Déclaration d'intention d'utiliser la marque</i>	Inde
<i>Date de notification</i>	15.05.2014

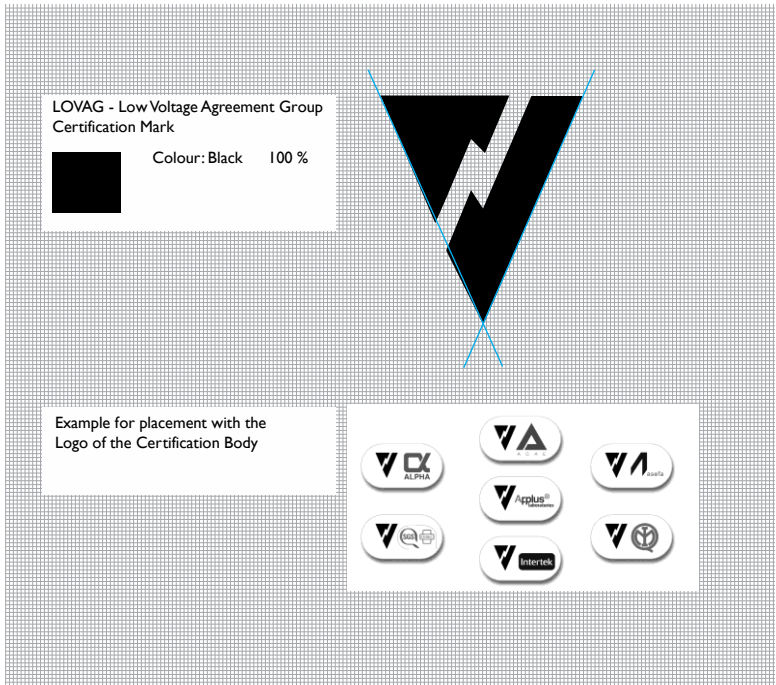
Design of "LOVAG Trade-Mark" size and colour

Appendix: 2



Design of "LOVAG Certification-Mark" size and colour

Appendix: 3



Colour of LOVAG Certification Mark: Black or white as well.
 The special shape secure against forgery. An electronic file is available at the LOVAG CBs.