

# **LICENCE AGREEMENT**

## **PROFESSIONAL**



## **Professional Products Licence Agreement**

Licensee
Signature
European Coffee Brewing Centre (ECBC)
Licensor
Signature
The licence is valid for five (5) years and applies to the following product:
Brand:
Model:
Date of approval:
Re-test date:

European Coffee Brewing Centre

### 1. Who can use the ECBC seal of approval?

Only manufacturers/brand owners with ECBC approved equipment are entitled to use the ECBC seal of approval. The Licence Agreement must be signed by both parties and all invoices must have been paid.

## 2. Use of the ECBC seal of approval in marketing

- a) All the material containing the ECBC seal of approval, a reference to it or a reference to the ECBC must be submitted to the Licensor prior to publication. This is done in order to avoid misuse of the ECBC seal of approval or other misunderstandings.
- b) All ECBC approved equipment must bear the ECBC seal of approval regardless of the market it is being sold in. The ECBC seal of approval has to be obtained from the ECBC. The Licensee undertakes to follow the design and labelling manual, which can be downloaded from ecbc.no.
- c) ECBC approved coffee equipment will be listed on ecbc.no and promoted by the ECBC.

#### 3. The user manual

The user manual provided with the ECBC approved equipment must contain recommendations for coffee brewing according to the ECBC standard. The user manual must be endorsed by the Licensor.

### 4. Prices

The licence fee is invoiced at the beginning of each year and is calculated based on the current number of the Licensee's approved models.

Fees are comprised of yearly licensing fees per year for five (5) years.

1-3 models EUR 1000 4-6 models EUR 1500 7+ models EUR 1750

The current prices are available at ecbc.no.

The ECBC seal of approval is free of charge, but the Licensee must cover the shipping cost.

## 5. Conditions for the agreement

- a) This approval has a term of five (5) years, or until the design of production models change, whichever occurs sooner, at which the model must be retested by the ECBC for continued participation in this approval program.
- b) The Licensor must be notified if changes are made to the ECBC approved equipment.
- c) The Licensor must be indemnified for any financial liability in connection with the use of the ECBC approved equipment.
- d) The Licensee understands that the Licensor may conduct a random test on the ECBC approved equipment. The Licensor will inform the Licensee about the results in a test report. If the equipment no longer meets all the approval criteria, the approval will be withdrawn. The Licensee will then no longer be allowed to market this model as approved. The Licensor will inform the market about the withdrawal.
- e) All costs associated with approval withdrawal will be charged to the Licensee.

## 6. Amendments to the agreement

These provisions and the contract form may be supplemented or otherwise modified by the Licensor. Any amendments, corrections or additions will take effect 90 days after the Licensee is notified of the amendment.

## 7. Basis for termination of the Agreement

If the Licensee is guilty of repeated breach of their obligations under this Agreement, the Licensor shall have the right to terminate this Agreement with immediate effect.

Examples include:

- The Licensee does not report and/or pay on time.
- Use of the ECBC seal of Approval in advertising without first submitting the advertising material to the ECBC.
- The product no longer meets the approval criteria.
- Other conditions that could harm the reputation of the ECBC or the Approval programme.