

**AUTHORIZATION AGREEMENT  
FOR  
MANUFACTURING OF MARKETING MATERIALS  
AND CERTAIN PRODUCTS BEARING THE  
TRADEMARKS OF JOTUN**

BETWEEN

[JOTUN OR JOTUN NETWORK COMPANY]

AND

[.....]

This Authorization Agreement for Manufacturing of Marketing Material and Certain Products Bearing the Trademark of Jotun A/S (the "Authorization Agreement") is made this [...] day of [...], 20[...], by and between:

(1) [Jotun or Jotun Network Company], with its principal place of business at [...] ("Jotun" or "JNC")

and

(2) [...], with its principal place of business at [...] ("Supplier"),

[Jotun or JNC] and Supplier are referred to herein individually as "Party" and collectively as "Parties".

#### **WHEREAS,**

- A. Jotun A/S, the ultimate parent company of the Jotun Group of Companies with principal place of business at Hystadveien 167, P.O. Box 2021, N-3202 Sandefjord, Norway ("Jotun"), is owner of valuable trademarks ("Trademarks") which is licensed to Jotun-named companies working within the Jotun Group of Companies;
- B. [Jotun and/or JNC] in its sole discretion may choose to authorize suppliers to design, print, make and sell marketing materials and products bearing such Trademarks;
- C. Jotun has desired that any such products should be of high quality, and that any expression of the Trademarks has to be in accordance with Jotun's standards defined in Jotun's visual identity manual;
- B. Any Authorization to make and sell certain products that bear Jotun's Trademarks is strictly subject to follow this Authorization Agreement;
- C. This Authorization Agreement, or any agreement to comply with this, do not create or grant any authorization to make or sell products bearing Jotun's Trademarks ("Products"). Any such authorizations must be issued in separate writing, and be subject to the terms and conditions of this Authorization Agreement; and
- D. This Authorization Agreement constitutes and is in close reference to the following appendices:
  - This Authorization Agreement, signed by both parties
  - Jotun Corporate Identity Manual
  - Jotun General Conditions of Purchase for Goods and Services version February 2016
  - Jotun Anti-Corruption PolicyIn case of any contradictions between the documents above they shall prevail in the order listed above.

**NOW THEREFORE**, in consideration of mutual covenants and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1. Scope of Authorization**

1.1 Any authorizations to design, print, make and sell Products shall be issued by Jotun and/or JNC and shall include specific limitations, including among others, geographic limitations, visual limitations described in Jotun Corporate Identity Manual and limitations on who may purchase the Products.

## **2. Specific Warranties in addition to the Jotun General Conditions of Purchase for Goods and Services**

2.1 Supplier represents and warrants to Jotun and to JNC that the produced materials and products shall at all times:

- (i) follow the guidelines defined in Jotun's Corporate Identity Manual;
- (ii) be of merchantable quality and fit for their intended use, in accordance to Section 2.1 and 2.2 of Jotun General Conditions of Purchase for Goods and Services;
- (iii) be free of defects in design, material and workmanship, in accordance to Section 2.1 and 2,2 of Jotun General Conditions of Purchase for Goods and Services;
- (iv) conform in all material respects to samples submitted for testing by Jotun and/or JNC or its designee;
- (v) be safe for their intended use;
- (vi) not infringe the valid intellectual property rights (including, without limitation, patent, trademarks, copyrights, trade secrets) or any third party;
- (vii) under conditions of use, comply with all national and local laws, directives, regulations, norms and/or standards applicable to the Products or required by approval agencies in each country in which the Products are to be sold and where the Products will be used; and
- (vii) be stored, handled, warehoused and shipped under conditions deemed suitable for the products while under Supplier's control.

### **3. Supplier Guiding Principles**

- 3.1 Supplier shall comply with and respect the “Jotun General Conditions of Purchase for Goods and Services” and the “Jotun Anti-Corruption Policy” attached hereto.
- 3.2 Supplier must be able to demonstrate its compliance with these requirements at the request of and to the satisfaction of Jotun and/or JNC. This Authorization Agreement includes, but is not limited to, Jotun and JNC having the right to inspect any site involved in work for Jotun and/or JNC in accordance to Section 2.8 of the Jotun General Conditions of Purchase for Goods and Services. If Supplier fails to satisfy Jotun and/or JNC of its compliance, then any agreement between it and Jotun and/or JNC is subject to immediate termination without penalty to Jotun and/or JNC, but with obligations to remedy direct damages suffered by Jotun and/or JNC. All other policies and guidelines of Jotun and/or JNC and any other agreements to which the Supplier is a party shall continue in full force and effect.

### **4. Indemnity**

- 4.1 Supplier shall indemnify and hold harmless Jotun and/or JNC and their respective officers, directors, agents, and employees against any and all claims:
- (i) arising out of an alleged breach of the warranties of this Authorization Agreement, or
  - (ii) based upon any allegations that the Products were defective (including, but not limited to, manufacturing or design defects), or
  - (iii) arising out of the alleged infringement of any Intellectual Property of any third party.
- 4.2 For the purposes of the foregoing, claims shall include, but not be limited to actions, causes of action, and claims, including all costs (including, but not limited to, reasonable attorneys’ fees and court costs) and damages (including, but not limited to, those resulting from recall of Products).
- 4.3 The foregoing shall be conditioned upon Supplier receiving reasonable notice of such claims, and reasonable assistance in connection therewith.

### **5. Trademark Usage**

- 5.1 Supplier acknowledges that Jotun is the owner of certain registered Trademarks, including but not limited to the trademark "Jotun".
- 5.2 Product graphics, which may include Jotun’s Trademarks, must follow guidelines defined in Jotun’s corporate identity manual and be approved by Jotun’s Corporate Identity Department, Sandefjord, Norway or any representatives authorized by Jotun’s Corporate Identity Department.
- 5.3 Any artwork development or production costs of materials or products not following the Jotun Corporate Identity Manual will not be approved or cost covered by Jotun. Deliberate violations of Jotun's Corporate Identity Manual will automatically result in termination of this agreement.
- 5.4 Unless otherwise indicated, the appropriate trademark registration notice beneath Company Trademarks shall eventually be marked "R" or "Trademark Registered".

5.5 Upon the expiration of termination of an authorization, or withdrawal of an authorization, Supplier will cease all use of Jotun Trademarks and, will not use any graphics or marks that are confusingly similar to the Trademarks or graphics of Jotun, except as otherwise authorized in writing.

5.6 Supplier agrees to utilize Jotun Trademarks only as authorized and only on Products that have been authorized. Any other such use will result in termination of any authorizations.

## **6. No License**

6.1 No authorization shall be construed to give Supplier any interest or rights in the Intellectual Property of Jotun, including Jotun's Trademarks, patents, copyrights, and trade secrets.

## **7. Publicity**

7.1 Supplier will not publish or use any advertising, sales promotion or publicity material on which the Trademarks or graphics of Jotun are displayed, or the names of Jotun, its subsidiaries and affiliates are mentioned on their identity implied without the prior written consent of Jotun and/or JNC.

## **8. Sales Agreements**

8.1 This Authorization Agreement, nor any authorization, does not obligate Jotun and/or JNC to purchase any Products.

## **9. Expiration Date**

9.1 Any authorization granted hereunder will continue in effect within the date of purchase contract or agreement signed between Jotun and/or JNC and the Supplier, unless earlier terminated by Jotun and/or JNC in accordance with the Termination set forth in Section 10 below and Section 7 "Termination" in the Jotun General Conditions of Purchase for Goods and Services.

## **10. Termination**

10.1 Jotun and/or JNC may withdraw any authorization granted for cause and such termination shall be effective immediately upon receipt of notice. Cause shall be determined in good faith solely in Jotun's judgment.

10.2 Jotun may withdraw any authorization for convenience or for any other reason by giving Supplier sixty (60) days prior written notice.

10.3 Jotun and/or JNC shall have the right to terminate in whole or part, without further penalty or obligation, the affected sales agreements or other commitments made by Jotun and/or JNC to take delivery of products during the affected period in the affected territories.

**11. Survival**

11.1 The provisions of the Warranties, Intellectual Property Warranty, Indemnity, Trademark Usage, Publicity and Confidentiality sections shall survive termination or withdrawal of an authorization.

**12. Entire Agreement**

12.1 This Authorization Agreement, and the authorization notice together with the purchase contract or agreement, constitute the entire Agreement between the Parties with respect to the subject matter of the authorization, and cancel and supersede all prior verbal or written agreements with respect thereto.

**13. Applicable Law**

13.1 This is in accordance to Section “13 Applicable Law and Arbitration” of the Jotun General Conditions of Purchase for Goods and Services.

**14. Waiver**

14.1 No waiver, modification or amendment of this Authorization Agreement shall be effective unless made in writing and signed by an authorized officer or representative of each Party.

**15. Assignment**

15.1 Neither Party shall assign or transfer any authorization nor any interest therein, except Jotun may assign all rights and obligations to a wholly owned subsidiary.

**16. Status**

16.1 Each Party is an independent contractor and not an agent or representative of the other.

IN WITNESS HEREOF, this Authorization Agreement is signed and executed in two (2) identical originals – one for each Party hereto – by their duly authorised representatives.

for and on behalf of  
**[JOTUN A/S or JNC]**

for and on behalf of  
**[Supplier]**

\_\_\_\_\_  
Name:  
Title

\_\_\_\_\_  
Name:  
Title