

# The Ultimate Renewable™ Terms of Licence



Forest and Wood Products Australia Limited (FWPA) is the owner of all intellectual property rights, including but not limited to copyright and trade mark rights, in the Logos as defined below.

As The Ultimate Renewable Program Partner you are entitled to use The Ultimate Renewable brand logos (Logos)(the current copies of which are available from [www.fwpa.com.au/login.html](http://www.fwpa.com.au/login.html)) 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 Ultimate Renewable Brand Usage Guide (Guide) (copies of which are available from [www.fwpa.com.au/login.html](http://www.fwpa.com.au/login.html)). 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) FWPA shall not be responsible or liable for any claim and indemnifies FWPA 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), FWPA 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 FWPA 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) employing personnel that are inadequately trained or qualified; or
- (iv) the sale or distribution of illegally sourced timber.

(d) 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 FWPA from and against all losses and claims sustained or incurred by FWPA 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 FWPA (which FWPA may grant or withhold in its absolute discretion).
6. Program Partner acknowledges that:
  - (a) FWPA 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 FWPA 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 FWPA in writing from time to time.

7. Without prejudice to any remedy available to FWPA, 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 FWPA 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 FWPA regarding use of the Logos are not subject to negotiation.

**For more information about any aspect of The Ultimate Renewable program, please email [info@fwpa.com.au](mailto:info@fwpa.com.au).**