

MERCURY LOGO USAGE RULES

The Rules are applicable as from June 1, 2013.

The Rules are determined by DIGITALEUROPE AISBL, an international non-profit association duly incorporated under the laws of Belgium, having its registered office at Rue de la Science 14, 1040 Brussels, Belgium, registered with the Crossroads Database for Enterprises under the number VAT BE-0471.476.121.

WHEREAS, DE holds the exclusive intellectual property rights to the Logos for identifying products with and without mercury (Hg);

WHEREAS, DE is willing to offer, free of charge, Television and Computer Monitor producers the right to apply the Logos to their Products;

WHEREAS, by applying the Logos, the Television and Computer Monitor producers automatically agree to irrevocably abide by the Rules;

WHEREAS, DE does not perform controls and has no control over the use the Television and Computer Monitor producers make of the right to apply the Logos, it will not be responsible nor liable for such use;

1 Definitions

The following terms when used in the Rules shall have the respective meanings ascribed thereto below:

- 1.1 **“Logo”** or **“Logos”** shall mean the logos as specified in Annex A and/or Annex B hereto.
- 1.2 **“Television”** shall mean any product meeting the definition of “television”, “television set” or “television monitor” as defined in Commission Regulation (EC) No 642/2009 of July 22, 2009 implementing Directive 2005/32/EC with regard to ecodesign requirements for televisions.
- 1.3 **“Computer Monitor”** shall mean any product meeting the definition of “Computer display” as defined in Commission Decision 2011/337/EU of June 9, 2011 on establishing the ecological criteria for the award of the EU Ecolabel for personal computers.
- 1.4 **“Products”** shall mean Televisions and Computer Monitors.
- 1.5 **“Logo User”** or **“Logo Users”** shall mean any Television and/or Computer Monitor producer that wishes to apply one or both the Logos to some or all of its Products.
- 1.6 **“DE”** shall mean DIGITALEUROPE AISBL.
- 1.7 **“Affiliate”** or **“Affiliates”** shall mean any legal entity or entities (i) directly or indirectly owned or controlled by DE or the Logo User, (ii) directly or indirectly owning or controlling DE or the Logo User(s) or (iii) directly or indirectly owned or

controlled by the legal entity owning or controlling DE or the Logo User, but any such legal entity shall only be considered an Affiliate of DE or the Logo User for as long as such direct or indirect ownership or control exists. For the purposes of this definition, a legal entity shall be deemed to own and/or to control another legal entity if more than 50% (fifty per cent) of the voting stock of the latter legal entity, ordinarily entitled to vote in the meetings of shareholders of that entity, (or, if there is no such stock, more than 50% (fifty per cent) of the ownership of or control in the latter legal entity) is held directly or indirectly by the owning and/or controlling legal entity.

- 1.8 **“Rules”** shall mean the present Mercury Logo Usage Rules, including all Annexes thereto.
- 1.9 **“Effective Date”** shall mean the date first written above.
- 1.10 **“Mercury Free”** shall mean a product in which concentration values of mercury (Hg) by weight in homogeneous materials do not exceed 0.1% as defined in Directive 2011/65/EU of June 8, 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment.
- 1.11 **“Logo Usage Guidelines”** shall mean the guidelines described in Annex C hereto relating to the Logos’ dimensions, marking requirements and marking location.

2 Compliance with the Rules – the right to apply the Logos

- 2.1 Subject to the Logo User’s and its Affiliates’ full, irrevocable and unconditional compliance with the Rules, DE hereby grants the Logo User and its Affiliates the right to apply the Logos, free of charge, to the Products during the term of the Rules.
- 2.2 By applying the Logos on their Products, the Logo User and its Affiliates automatically and irrevocably accept the Rules and agree to fully and unconditionally abide by the Rules.
- 2.3 The Logo User and its Affiliates shall only apply the Logo specified in Annex A hereto to Mercury Free Products.
- 2.4 The Logo User and its Affiliates shall only apply the Logos in compliance with the Logo Usage Guidelines specified in Annex C hereto.
- 2.5 The Logo User and its Affiliates shall take all reasonable measures to adequately and lawfully protect the intellectual property rights relating to the Logos. Other than the limited user rights granted to the Logo User and its Affiliates under the Rules, no other right or license, explicit or implicit, is granted.
- 2.6 The Logo User and its Affiliates shall not use nor register any logo, drawing nor picture similar to the Logos.

3 Compliance control – usage control

- 3.1 DE cannot and will not audit, monitor or check if the Logo User and its Affiliates comply with the Rules and it will therefore take no responsibility or liability for such compliance.

- 3.2 DE cannot and will not audit, monitor or check the use of the Logos made by the Logo User and its Affiliates and it will therefore take no responsibility or liability for such use.

4 Term and termination

- 4.1 The Rules shall enter into force on the Effective Date and shall remain in force for an indefinite period of time.
- 4.2 DE may terminate the Rules at any given time by announcing the termination on its website <http://www.digitaleurope.org>. Once terminated, the Logo User and its Affiliates shall remain entitled to continue the use of the Logos, still in accordance with the Rules, for 365 calendar days starting from the termination date mentioned in the website announcement.

5 No warranty and no liability and no obligation to litigate

- 5.1 DE does not warrant the use the Logo User or its Affiliates make of the Logos.
- 5.2 DE and its Affiliates shall not be liable for any damages of whatever nature however resulting from the use of the Logos or otherwise in connection with the Rules, including in connection with the termination of the Rules by DE under clause 4.2 of the Rules.
- 5.3 DE and its Affiliates shall be fully indemnified and held harmless by the Logo User and its Affiliates from and against any and all third party claims in connection with Products developed, manufactured, licensed, sold or otherwise disposed of by or for the Logo User or its Affiliates.
- 5.4 DE and its Affiliates shall have no obligation to initiate or continue any litigation in relation to the intellectual property rights to the Logos, or to defend any action brought by any third party challenging the validity of any of the intellectual property rights to the Logos after the Effective Date.

6 Applicable law and jurisdiction

- 6.1 The Rules shall be governed by and construed in accordance with the laws of Belgium.
- 6.2 Any dispute in connection with the Rules (including any question regarding its existence, validity or termination) shall be submitted to the competent courts of Brussels, Belgium, provided always that, in case DE is the plaintiff, DE may at its sole discretion submit any such dispute either to the competent courts in the venue of Logo User's or Affiliates' registered office. The Logo User and its Affiliates hereby irrevocably waive any objection to the jurisdiction, process and venue of any such court and to the effectiveness, execution and enforcement of any order or judgment (including, but not limited to, a default judgment) of any such court in relation to the Rules, to the maximum extent permitted by the law of any jurisdiction, the laws of which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment.

Annex A
Mercury Free Logo



Annex B
Mercury Inside Logo



Annex C Logo Usage Guidelines

1 Dimensions

Figure 1 shows the relative dimensions of the Logos which shall always be maintained. The Logo User shall ensure that $a > 9\text{mm}$

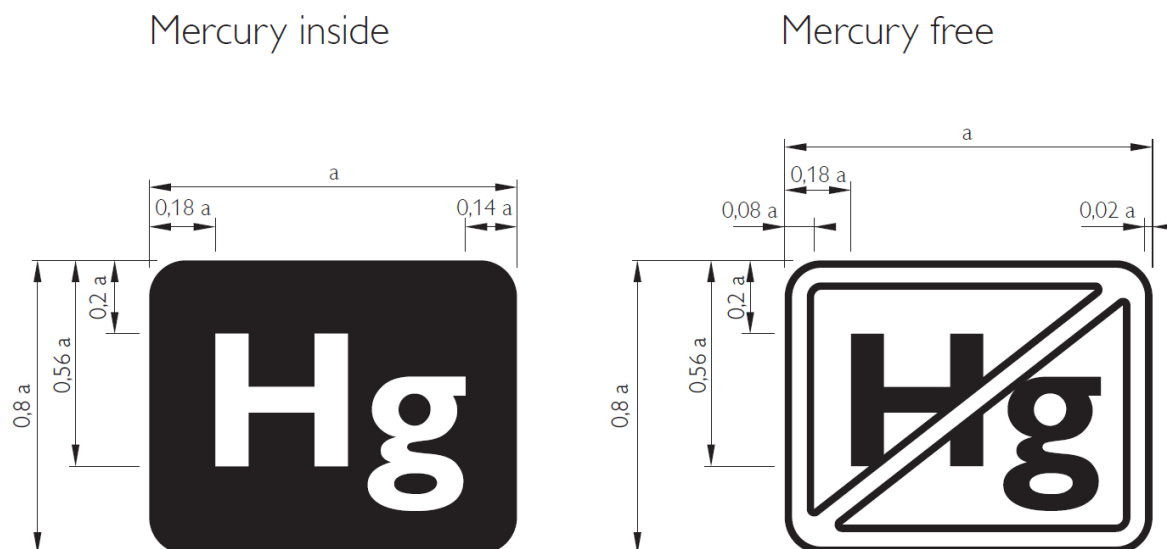


Figure 1 relative dimensions of the Logos

The characters Hg are made from Gill Sans typeface

2 Marking requirements

Marking shall be visible, durable, legible and indelible. Compliance is checked by inspection and by rubbing by hand for 15 s with a piece of cloth soaked with water and again for 15 s with a piece of cloth soaked with petroleum spirit. After this test, the marking shall be legible, it shall not be easily possible to remove the marking. If used, marking plates or labels shall show no curling.

The petroleum spirit to be used for the test is aliphatic solvent hexane having a maximum aromatics content 0.1% by volume, a kauri-butanol value of 29, an initial boiling point of approximately 65°C, a dry point of approximately 69°C and a specific mass of approximately 0.7 kg/l. When using petroleum spirit appropriate environmental, health and safety measures should be applied.

3 Location of the marking

The marking on the product shall be visible on the back of the TV without the removal of a cover.