

AGREEMENT

Usage terms for LINAK material



LINAK A/S ("LINAK") located at Smedevænget 8, Guderup, DK-6430 Nordborg, Denmark is a manufacturer of linear actuator solutions and parts thereof. LINAK is the proprietor of the name LINAK® as a trademark and as a company name, likewise LINAK is the proprietor of the arrow logo, individually and combined with the word LINAK:

Villa Carlo located at **Via Giovio, 152 – 22040 Alzate Brianza (CO)** is distributor of medical and hospital equipments.

For the mutual benefit of both parties, **Villa Carlo** is interested in using the LINAK trademarks and/or other material as listed below. LINAK hereby grants to **Villa Carlo** the right to use the LINAK trademark and the listed marketing material in their marketing and messaging, like exhibitions, folders, websites etc. The mark should always be used according to the trademark rules (always in capital letters) and must never be used in a descriptive manner. Moreover the LINAK's logo has always to be linked to the LINAK's website: www.linak.it

Geographically the use of the mark is restricted to Europe.



Use of the LINAK trademarks

Use of other marketing material: videos, excluded 3D animations of a specif application, brochures, user manuals and product images.

(The usage of data sheets, 2D and 3d drawings is not allowed).

Websites: the LINAKs' logo have to be linked to our website, www.linak.it, as well as all catalogues, user manuals, product images, application pictures and videos/animations

Villa Carlo agrees and accepts that by the use of the mark and material it does not achieve any proprietary rights to these and also agrees not to use, apply for and register a trademark identical to or confusable with the mark.

Villa Carlo may not allow others to use the trademark.

LINAK ought to have the right to inspect the actual use of the mark to ascertain that the mark is used according to the stipulation above. LINAK must be the customer's main supplier of actuators.

Either party can terminate this agreement within a term of three months. The three months' term is counted from the actual receipt of the original letter. In case the mark is not used in accordance with the stipulations set forth above or other misuse of the mark, LINAK may terminate the agreement immediately without further notice. LINAK may claim damages in case the misuse of the mark has resulted in any harm to LINAK. LINAK may also request the material showing, reflecting or in any other manner, indicating the misuse of the mark to be destroyed or altered to leave out the parts misusing the mark and specifically any misuse on the internet should cease immediately.

In case the mark is used in such a manner that the end-user is deceived to believe that actuators of other manufacturers are original LINAK® products the agreement terminates with immediate effect. In case **Villa Carlo** no longer uses actuator systems from LINAK, the agreement also terminates with immediate effect.

The agreement is governed by the laws of the Kingdom of Denmark and the court appointed is the Danish Court of Maritime and Commerce in Copenhagen. This agreement comes into force when signed by both parties and takes effect from the date of the signature of LINAK.

Date: 13/06/2018

LINAK Italia SRL

Giorgio Bighiani
Managing Director
LINAK Italia SRL

LINAK ITALIA S.T.T.

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Date:

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Managing Director
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