

ROBERT BOSCH (AUSTRALIA) PTY LTD ABN 48 004 315 628 of 1555 Centre Road, Clayton Victoria 3168
BOSCH REXROTH PTY LTD ABN 89 003 258 384 of 3 Valediction Road, Kings Park, New South Wales 2148
BOSCH SECURITY SYSTEMS PTY LTD ABN 36 068 450 171 of 25 Huntingwood Drive, Huntingwood, New South Wales 2148

(each referred to here as **Company**)

BRAND NAME AND TRADE MARK USAGE POLICY

A reference to the Company in this Policy means the entity listed above who has authorised in a particular case the use of its brand names and marks, related logos, product images and related information.

Right to use Brand Names and Trade Marks

The Company is owner and/or licensee in Australia and New Zealand of the various brand names and marks, which appear in respect of its business on the website at www.bosch.com.au or on other Company websites linked from www.bosch.com.au (collectively, the "**Sites**"), and on products displayed on the Sites.

These brand names and marks, related logos, product images, and information (in print and/or electronic-forms), are the property either of it or of its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth)), and are collectively referred to hereafter as "**Company Brand Material**". The products branded with the Company Brand Material are collectively referred to hereafter as "**Company Products**".

This policy is intended to define the legal terms under which the Company, as licensee, is willing to allow use of the Company Brand Material by outside companies.

Specifically, the Company is pleased to allow the use of the Company Brand Material by its customers, distributors, dealers, agents, suppliers, other contract partners and other users authorised by the Company from time to time (collectively "**Users**") as follows:

- (1) the Company Brand Material shall ONLY be used for promotion and sale of **genuine** Company Products, or the promotion of the Company itself;
- (2) the Company Brand Material shall be used in accordance with specifications or style guides (including as to logotype, fonts, colours and proportional sizing) issued by the Company from time to time (or available upon request) and no modifications of the Company Brand Material may be made;
- (3) it must be clear from the advertising or other promotional material ("**Advertising**") of a User that it is Advertising of the User and not of the Company or its related bodies corporate;
- (4) Advertising of a User shall not imply or suggest an association between the User and the Company or other related body corporate of the Company other than (to the extent applicable) that of buyer and seller of genuine Company Products;
- (5) In particular, except where otherwise approved by the Company, the Company Brand Material shall not be used to promote the fact that a User is providing, or previously provided, goods or services to the Company;
- (6) the User's name (including trade name where relevant) shall be more predominant on the User's Advertising than the Company Brand Material used in that Advertising; and
- (7) in the case of Advertising of non-genuine product that may be used as a substitute for a genuine Company Product, it may be described as "Non-genuine replacement for *[insert relevant Company brand name]* part no [X]" or "Non-genuine replacements for *[insert relevant Company brand name]* parts". In such description, the reference to the Company brand name must be in the same size and style of font as the rest of the description.

The Company reserves the right to review any User's Advertising and may: (1) specify and require changes to the Advertising as a condition of its use of the Company Brand Material; or (2) refuse or revoke permission to use Company Brand Material by the User.

In relation to the Company Brand Material which is applied to goods or to the packaging of goods, Users must not:

- apply such Company Brand Material to these goods, or use such Company Brand Material in physical relation to them, after the state, condition, get-up or packaging in which the goods were originally offered to the public has been altered;
- alter, or partially remove or obliterate, any representation of the Company Brand Material applied to these goods or used in physical relation to them;
- apply any other logo or trade mark to these goods or use another trade mark or logo in physical relation to them; or
- if any Company Brand Material has been applied to these goods or used in physical relation to them – use any matter that is likely to injure the reputation of the Company Brand Material on the goods, or on the packaging or container of the goods.

The Company reserves the right to amend this policy at any time without notice.