

Regulation of the VERO LEGNO trademark

ART. 1

In view of the articles 4 and 5 in the Charter of the limited co-operative association Vero Legno Naturale (Real Wood) one of the social aims is to set up a trademark meant to identify the products containing wood as main material in order to guarantee the nature of the contents and the building structures of the products themselves. The VERO LEGNO Trademark was created for this purpose.

ART. 2

The Trademark is managed by the Board of Directors (here simply called the "Board).

ART. 3

The Trademark can be used only with the authorisation of the Board and must be used according to these regulations. Any improper use or falsification of the trademark is considered a violation of the society Vero Legno Naturale's ownership and exclusive right and will be liable for prosecution by law.

ART. 4

The Trademark can be granted to all Members who make products containing wood as main material, and only to the products which are in conformity with these regulations.

ART. 5

Only products made mainly of wood are allowed to carry the Vero Legno mark, and more specifically, products made of the following wooden materials:

solid wood, rotary cut veneer or veneer, stained rotary cut veneer or stained veneer, peeled veneer, multilaminar, constituted or reconstituted rotary cut veneer, laminated, plywood sandwich panel, blackboard with peeled veneer, multiply, plywood.

Products can also contain other materials different to those listed as long as these are among those expressly forbidden by this regulation (art. 5 b).

5a) Products carrying this mark must always be accompanied by an indication of the materials used for the internal-external surfaces, for the edges and for the structural parts, and by the scientific and commercial name of each wood used.

5b) Use of the mark is never granted to:

imitation-wood products, like printed paper, synthetic materials or prints, even when made on wood or materials indicated in article 5.

ART. 6

All Members who want to be authorised to use the trademark must make a request to the Board. This request must be completed with:

- a description of the products on which the trademark will be used, of the composition and structure;
- the technical card/s properly filled in for each kind of products/program as explained above;
- the payment of the annual contribution, which is not valid after the current calendar year under the date of authorisation.

ART. 7

The request will be then submitted to the examination of a component committee designated by the Board. Within a pre-described time the applicant must provide:

- the samples of the materials used to make the products, necessary to ensure that everything is in conformity with the rules;
- further information useful for the examination of the product.

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ART. 8

The samples of the materials will be examined in order to ascertain the material used and how they have been processed and finished.

Judging from the results the committee decides whether to grant the trademark.

Should the samples not be in conformity with the rules, the petitioner is allowed to repeat the sampling. If the authorisation is not granted, the payment (see art. 6) cannot be claimed back, as it is used to cover the expense for the examination.

ART. 9

The trademark must have the form and graphic shape acknowledged by the Board.

ART. 10

The authorisation is granted only for those specific products indicated there, and it is subject to these regulations. The concessionaire can have the products made by a third-party as long as these products are then marketed by the concessionaire himself. The concessionaire can use other commercial names (trademarks and other denominations) for the products carrying the trademark provided these names don't cause confusion. The authorisations will be granted to count from the first of each month. They are valid for the calendar year in which they have been granted and for the following calendar year or a different period which will be determined by the Board.

They are renewed automatically for the following two calendar years - except cancellation which must be made at least three months before expiry - on condition that the concessionaire has regularly paid the rates and respected the rules concerning the use of the trademark, which are outlined in these regulations. The authorisation is granted to all the petitioner's products, no matter where they are produced, as they are made in the same way and with the same materials used in the samples.

ART. 11

The concessionaire must:

- guarantee that every production carrying the trademark is in conformity with the features explained in these regulations. He must also ensure that what he has declared about the materials used in the making of the products is true;
- allow the delegates of the society Vero Legno Naturale to enter his warehouse and factory where the products are made;
- give free samples whenever required by the committee for periodical controls or by delegates themselves;
- allow to take the samples directly from the market or from the users;
- pay the dues to the society Vero Legno Naturale for the concession rights and for the management expenses;
- not market any product carrying the trademark when concession is either suspended or revoked;
- introduce the products with the trademark (on his catalogues, brochures and price-list) separately from the other products;
- put the trademark on all those products on the market which are listed in the concession agreement and which are in conformity with the features established in these regulations;
- put on all products the technical card/s enclosed in the authorisation. The card will be supplied to the concessionaire by Vero Legno Naturale on payment of a sum amounting to the production expense surcharged by 10%. The card must be filled by the concessionaire in conformity with the rules of these regulations and the technical cards enclosed in the authorisation;
- send by fax to Vero Legno Naturale the copies of the cards filled in for each series and product, before putting them on the products;
- forbid the resellers to take the technical cards off the authorised products and put them on different products and oblige them to give the consumers the product provided with the card. For this reasons, in the general terms of sale, the concessionaire will include the wording "Goods to be exhibited and to be delivered to the consumer with the technical cards, as according to the law 126/1991", which must be accepted by each reseller and in the invoices referring to these products;
- use the expression "Partner of Vero Legno" solely in advertisements and other forms of commercial communications referring only to the authorised products. The concessionaire is allowed to use this expression and the trademark itself on the packing of the authorised products;
- respect possible changes in these regulations and further prescriptions which the Board or the committee may issue.

ART. 12

If any of the prescriptions and rules established in this regulations should be broken, Vero Legno will recall the concessionaire with a written warning to respect the violated rules and will fix a date within which the concessionaire must obey the order, in case of the violation has not been exhausted yet.

Should Vero Legno discover that the concessionaire has not obeyed the warning yet, or that he has broken the rules repeatedly, Vero Legno Naturale can:

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a) use the provision in art. 14 which follows;
b) suspend the concessionaire's right to use the trademark. In this case the concessionaire must remove the trademark from the products for a specific period from six up to twelve months. The communication about the suspension of the right will be then published (the kind of publication will be decided by the committee every time) The concessionaire himself will have to pay for the suspension. At the end of the period of suspension, Vero Legno Naturale will examine and verify samples and products at the concessionaire's expense. If it is ascertained that these products are in conformity with the prescriptions, after receiving the written permit by Vero Legno Naturale, the concessionaire will be allowed to use the trademark again. Should the examine products or samples not respect the rules, the authorisation will be revoked according to art. 14 which follows.

ART. 13

Apart from art. 12, if the concessionaire

- puts technical cards on products which are not among those authorised;
- puts technical cards which do not say the component features of the authorised products;
- puts technical cards which report false descriptions of the component features of the authorised products;
- puts technical cards which refer to different from the authorised ones;

he will have to pay Vero Legno Naturale an amount of money equivalent to 5 or 10 times the value of the products for each contested violation, except compensation for the damage and the possibility for the grantor to avail itself what is provided for in art. 14 which follows.

ART. 14

If the concessionaire repeats the violation, which is subject of a warning according to art. 12 above, or rather if he breaks any prescription reported in art. 5,9,10 and 11 of these regulations, except for formal mistakes, Vero Legno Naturale has the power to:

- a) revoke the authorisation immediately;
- b) maintain the authorisation by warning the concession to conform his production to the violated prescriptions within a given time. The concessionaire will have to compensate for the damage caused by his violations. Should the concessionaire fail to accomplish this, his authorisation will be then revoke without any written communication.

ART. 15

Once the authorisation has expired, or once it has been suspended for any reason, except for what is provided for in art. 16 which follows, the concessionaire must stop using the trademark immediately and return his technical cards.

ART. 16

Only in case of natural expiry of the authorisation term (see art. 10), the concessionaire can sell off the authorised products in stock and the products carrying the trademark already on the market, guaranteeing that they are in conformity with these regulations.

ART. 17

In order to enable Vero Legno Naturale to verify whether the duties (see art. 15 and 16) have been properly fulfilled the concessionaire will give a written communication within four days from the authorisation expiry reporting:

- n the amount of technical cards in his possession and their numbers;
- n the amount of advertising and commercial materials still in his possession;
- n the amount of the products in stock and of the authorised products already on the market.

ART. 18

The annual authorisation rates are decided by the Board of Directors that can change them when necessary. The concessionaire will be informed of this change immediately. As for given authorisations, these changes are valid to count from the year following the one in which these changes have been granted.

ART. 19

The Board and the committee undertake to keep professional secrecy on all news and information that the members may tell them with regard to the authorisation.

ART. 20

Towards the consumers, consumers and competitors, the concessionaire is the only person who answers for everything that concerns the use of the trademark, and he doesn't consider the society and its organs responsible for any objections made by anyone on this subject.

The VERO LEGNO trademark is registered in Italy:
Registration Number MI97C008564



and in the European Union:
Registration Number 689737

