

Tork License Terms

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Essity Hygiene and Health Aktiebolag has granted Essity non-exclusive rights to use the Tork® trademarks, with the right to grant sublicenses.

The Licensee (hereinafter referred to as "Dealer") will promote and offer for sale Essity products bearing the Tork® trademarks.

1. Granting of rights of use

1.1 Essity grants the Dealer a non-exclusive, non-spatially limited right of use, limited in time to the term of this license for

- the Tork® brands,
- all image materials made available to the Dealer (in particular current product images, image pictures and videos) and
- all information material made available to the Dealer, in particular product information, product descriptions

individually and together the „Tork® material“.

- 1.2 The rights are granted for the purpose of promoting and selling Tork® branded Essity products.
- 1.3 No alteration or editing of the Tork® material is permitted without the prior written consent of Essity. This does not apply to format-related adaptations and the intended individualization by applying the name, logo or article number of the Dealer; these are permitted.
- 1.4 The Dealer is not permitted to use the Tork® material as part of his company, corporate identity or domain. The Dealer shall ensure that the Tork® material published by him shall at all times be up to date.
- 1.5 The Dealer undertakes not to use the Tork® material in a way that could damage the reputation of any member of the Essity Group and/or any of their products.

2. Assignment / sublicense

The Dealer is not permitted to assign its rights under this license and/or grant sub-licenses without the prior written consent of Essity.

3. Remuneration

The rights of use shall be granted free of charge.

4. Liability

Essity shall only be liable for intent, gross negligence and fraudulent concealment of a defect.

5 Term / Termination

5.1 The license is deemed to have been granted upon first use of the Tork® material. The license expires automatically as soon as the Dealer no longer offers Tork® branded products for sale.

5.2 Essity may terminate the license with one month's notice to the end of the month. The right to extraordinary termination for good cause remains unaffected. Good cause is u.o. misuse of the Tork® material and any other considerable breach of the Tork License Terms by the Dealer.

5.3 Upon termination of the license, the rights of use granted to the Dealer expire immediately. Upon termination of the license, the Dealer must immediately delete or destroy the Tork® material made available to him or hand them over to Essity.

6. Applicable law / place of jurisdiction

6.1 The Tork License Terms are subject exclusively to German law.

6.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the Tork License Terms is Mannheim.