

The Regulations of the swisstandards.pl joint guarantee trademark

§ 1 The following Regulations under art. 137.1 of the Industrial Property Act of 30 June 2000 were passed by a resolution of the Polish-Swiss Chamber of Commerce Board of Directors on 20 October 2009.

The Regulations specify the rules of granting and using the joint guarantee trademark swisstandards.pl which is presented in graphic and word form in Appendix 1 (hereinafter referred to as “the Trademark”).

§ 2 The owner of the Trademark is the Polish-Swiss Chamber of Commerce, a bilateral chamber of commerce under the Chambers of Commerce Act of 30 May 1989 (hereinafter referred to as “the Chamber”).

§ 3 The Chamber seeks to promote Swiss standards of quality and conduct in economic activity in the Republic of Poland, in particular:

- upholding the highest quality of products and services,
- observance of the law,
- timely fulfilment of financial obligations,
- respect for clients,
- reliability towards business partners,
- loyalty towards employees,
- observance of the rules of corporate social responsibility.

By granting the right to use the Trademark the Chamber obliges the Applicant to uphold these standards, and if these standards are breached then the Chamber may revoke this right.

§ 4 Member companies, as well as unaffiliated companies (hereinafter referred to as an “Applicant”) which fulfil the criteria described in §§ 6 to 9 below, may apply for the Trademark.

§ 5 The right to use the Trademark is given to an Applicant as a non-exclusive right, individually to a particular Applicant, and may not be partly or entirely transferred to another business entity. An Applicant operating in Poland through a branch or representative office is given the right to use the Trademark for the activity of the Polish offices. The Trademark may be used only in its registered form, no changes are allowed.

§ 6 The protection right applies and may be given to service providers in the classes of the international classification of goods and services listed in attachment no. ... In terms of the present Regulations service providers also include companies providing after-sales services, installation and distribution services.

§ 7 The user of the Trademark may use the logo corporate communication, in particular in correspondence, documents and other printed materials; in electronic communication and other electronic materials, in films and other data.

§ 8 Permission to use the trademark may be given to service providers whose registered offices/headquarters as well as a place of effective administration are in Switzerland. Polish subsidiaries and branch offices may use the trademark for similar services if the parent company satisfies the aforementioned conditions, or if a subsidiary which is effectively controlled by the parent company and which is domiciled in Switzerland satisfies the aforementioned conditions.

§ 9 When granting the right to use the Trademark the Chamber may request all documents considered important, in particular:

- copy of the entry into a commercial register
- financial statements and opinion of a chartered auditor
- certificate of no tax – and social security contributions arrears
- bank letters of reference
- references from clients
- letters of reference from industry associations and trade unions
- attestations, certificates and other documents confirming the quality of products or services and
- other useful attestations.

The Chamber may independently request business information about the company and other opinions mentioned above.

§ 10 Permission to use the Trademark is granted on application (Appendix 2) by the decision of the Board of Directors of the Chamber. The decision must be issued within six weeks of receiving the application with all the necessary appendices. A refusal shall be justified by the Board in writing. A permission comes into effect after the Chamber and an Applicant who accepts the Regulations, enter into an Agreement for using the Trademark (hereinafter referred to as “the Agreement”). Permission is granted, depending on the situation, for one, two or three years, with the possibility of extension for a subsequent period. Before granting an extension the Chamber may request additional documents and certificates

§ 11 The Chamber controls the proper usage of the Trademark, *inter alia*, through periodic examinations of samples of a given product or by demanding references or other documents listed in § 9 above. The user of the Trademark is obliged to enable a representative of the Chamber, or an expert authorised by the Chamber, to undertake the necessary control procedures. If, as a result of a control procedure, a misuse of the Trademark is determined then the costs of the undertaken procedures are incurred by the User.

In case of lack of cooperation by the User, or the determination of a misuse, as well as in the case of a breach of the Regulations or obligations placed upon the User by the Agreement, and after an unsuccessful call to correct the misuse, the Chamber may deprive the User of the right to use the Trademark with immediate effect. In this case, any annual fees already paid are not refunded to the User.

§ 12 The annual fee for using the Trademark for one calendar year is:

For Member companies of the Chamber employing:

up to 5 people: PLN 3,000
 from 6 to 20 people: PLN 5,000
 from 21 to 99 people: PLN 7,500
 from 100 to 499 people: PLN 10,000
 500 people and more: PLN 15,000

For other users employing:

up to 5 people: PLN 6,000
 from 6 to 20 people: PLN 10,000
 from 21 to 99 people: PLN 15,000
 from 100 to 499 people: PLN 20,000
 500 people and more: PLN 30,000

§ 13 The annual fee for a given year must be paid by the end of January. If the right to use the Trademark is granted during the year, the fee must be paid at the time of signing the Agreement.

§ 14 The above fees may be changed. The Chamber informs users about such changes by the end of the third quarter of the preceding year at the latest. In such cases, a User may terminate the Agreement. The notice of termination must arrive at the Chamber by the end of October at the latest.

§ 15 If the Agreement expires or is terminated otherwise, the User is obliged to discontinue using the Trademark from the date of the termination of the Agreement.

§ 16 In case of a breach of the protection right to the Trademark, the Chamber is entitled to commence appropriate legal proceedings. The Chamber may decide to apply for judicial protection subject to participation of interested entities in the costs of the proceedings.

§ 17 The changes of the Regulations will come into force upon their registration.

Notwithstanding the changes the Chamber may prolong the right to use the Trademark granted to Service providers according to Paragraph 9 first section of the original Regulations and conditions thereto.