



European Coffee Brewing Centre
Norwegian Coffee Association

LICENCE AGREEMENT HOME BREWERS



Domestic Products Licence Agreement

Licensee

Signature

European Coffee Brewing Centre (ECBC)

Licensor

Signature

The licence is valid for three (3) years and applies to the following product:

Brand:

Model:

Date of approval:

Re-test date:



1. Who can use the ECBC seal of approval?

Only manufacturers/brand owners with ECBC approved equipment are entitled to use the ECBC seal of approval. The Licence Agreement must be signed by both parties and all invoices must have been paid.

2. Use of the ECBC seal of approval in marketing

- a) All the material containing the ECBC seal of approval, reference to it or to the ECBC must be submitted to the Licensor prior to publication. This is done in order to avoid misuse of the ECBC seal of approval or other misunderstandings.
- b) All ECBC approved equipment must bear the ECBC seal of approval regardless of the market it is being sold in. The ECBC seal of approval has to be obtained from the ECBC. The Licensee undertakes to follow the design and labelling manual, which can be downloaded from ecbc.no.
- c) ECBC approved coffee equipment will be listed on ecbc.no and promoted by the ECBC.

3. The user manual

The user manual provided with the ECBC approved equipment must contain recommendations for coffee brewing according to the ECBC standard. The user manual must be endorsed by the Licensor.

4. Prices

The licence fee is invoiced (4) times per year and is calculated based on the number of the ECBC approved units sold.

The terms are:

- Reporting period March 1st- 15th (for December 1st- February 28th)
- Reporting period June 1st- 15th (for March 1st- May 31st)
- Reporting period September 1st- 15th (for June 1st- August 31st)
- Reporting period December 1st- 15th (for September 1st- November 30th)

All payments are due per 30 days.

Units	Euro	Fixed price Euro
<1.000		1 000
1.000 – 4.999		2 000
5.000 – 9.999	0,45	
10.000 – 49.999	0,40	
50.000 – 99.999	0,35	
>100.000	0,25	

The current prices are listed at ecbc.no.

The ECBC seal of approval is free of charge, but the Licensee must cover the shipping cost.

5. Conditions for the agreement

- a) This approval has a term of three (3) years, or until the design of production models change, whichever occurs sooner, at which the model must be re-tested by the ECBC for continued participation in this approval programme.
- b) The Licensor must be notified if changes are made to the ECBC approved equipment.
- c) The Licensor must be indemnified for any financial liability in connection with the use of the ECBC approved equipment.
- d) The Licensee understands that the Licensor may conduct a random test on the ECBC approved equipment. The Licensor will bear the cost for such a test. The Licensor will inform the Licensee about the results in a test report. If the product no longer meets all the approval criteria the approval will be withdrawn, and section 8 shall apply in relation to such product.
- e) All costs associated with approval withdrawal will be charged to the Licensee.

6. Amendments to the agreement

These provisions and the contract form may be supplemented or otherwise modified by the Licensor. Any amendments, corrections or additions will take effect 90 days after the Licensee is notified of the amendment. The Licensee has the right to terminate the agreement if not agreed to the changes.

7 a. Basis for termination for cause of the Agreement

If the Licensee is guilty of repeated breach of its obligations under this Agreement, the Licensor shall have the right to terminate this Agreement with immediate effect.

Examples include:

- The Licensee does not report and/or pay on time.
- Use of the ECBC seal of approval in advertising without first submitting the advertising material to the ECBC, provided that such use is not rectified by Licensee with undue delay.
- The product no longer meets the approval criteria.
- Other conditions that could harm the reputation of the ECBC or the Approval programme.

7 b. Term and termination for convenience

This Agreement is signed for three (3) years. After three years the approved product needs to be retested to retain the approval. The Licensee may terminate this Agreement for convenience at any time by giving not less than ninety (90) days' notice in writing to Licensor. Upon such termination for convenience, section 8 shall apply.

8. Effects of Termination

Upon termination of this Agreement in accordance with clause 7, the following shall apply.

- The Licensee shall immediately cease using the ECBC seal of approval and shall bear the costs related to such cessation of use.
- The Licensee is allowed to sell products already placed on the market, or at the Licensee's distributors, but needs to cease to refer to the ECBC in marketing material (save for the seal of approval on the packaging for the products). However, Licensee needs to report and pay the license fee for all such products carrying the seal of approval.
- The Licensor will inform the market about the withdrawal of the approval and termination of the Agreement.

9. Dispute Resolution

All disputes in connection with this agreement shall be resolved amicably. If negotiations do not succeed, the dispute shall be resolved through the ordinary courts with Oslo District Court as court of first instance. Norwegian law shall apply to this agreement. This Agreement shall enter into force upon signing and supersede all prior agreements between the Parties.

10. Signatures

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all of the counterparts shall together constitute the same agreement. A faxed or digital signature or electronic copy shall have the same legally binding effect as an original signature.