

SGBP Mark User Agreement



USER AGREEMENT

Reference Number: SGBP 2019-2233 (Certificate number)

THIS USER AGREEMENT is made the day of 11 February 2019, BETWEEN SGBC PTE. LTD. of the one part and Buzon Pedestal International S.A (the "**Applicant**") of the other part.

WHEREAS

(1) SGBC Pte. Ltd. is the certifying authority for the Singapore Green Building Council's scheme for Singapore Green Building Product (SGBP) Certification (the "**Scheme**").

(2) The Applicant has requested for SGBP Certification from SGBC Pte. Ltd. of the Product (set out in the Schedule) and has agreed to be bound by the terms and conditions of the Scheme, as prescribed by SGBC Pte. Ltd. (the "**Agreement**").


(3) The parties now wish to enter into this User Agreement to set out the terms of the Applicant's use of the SGBP Mark set out in the Schedule hereto.

NOW IT IS AGREED as follows:

1. Subject to the terms of the Agreement, SGBC Pte. Ltd. grants to the Applicant the right to use the SGBP Mark set out in the Schedule hereto in respect of the Product for a term commencing on the date of issue of the SGBP Certificate for the Product and expiring upon the expiry or earlier termination or revision of the SGBP Certification.
2. The Applicant shall use the SGBP Mark set out in the Schedule solely to identify the nature and extent of the Product Certification issued by SGBC Pte. Ltd. to the Applicant for the Product. In using the SGBP Mark, the Applicant shall comply with the Guidelines set out in the Appendix to this Agreement or as otherwise specified by SGBC Pte. Ltd. from time to time. The Applicant shall immediately discontinue the use of the SGBP Mark and/or return or destroy all materials bearing SGBP mark, if instructed by SGBC Pte. Ltd. to do so.
3. All goodwill generated by the Applicant's use of the SGBP Mark shall accrue to SGBC Pte. Ltd.
4. SGBC Pte. Ltd. makes no warranties or representations whatsoever in relation to the SGBP Mark. The Applicant uses the SGBP Mark at its own risk. The Applicant shall not have any claim against any of the SGBC Parties for any damages, loss, expenses or costs in the event that SGBP Mark or any part of it infringes or is alleged to infringe the rights of any third party.
5. SGBC Pte. Ltd. shall have control of all proceedings in any court of law or tribunal in respect of any infringement of the SGBP Mark. If SGBC Pte. Ltd. wishes to bring or defend any such proceedings, the Applicant shall, at SGBC Pte. Ltd.'s request and expense, render such assistance as SGBC Pte. Ltd. may request in relation to such proceedings.
6. Nothing in this Agreement shall be deemed to grant the Applicant any right, title or interest in and to any SGBP Mark other than the SGBP Mark set out in the Schedule hereto.

7. All words and expressions used in this User Agreement and not otherwise defined herein shall have the meanings set out in the Agreement.
8. This User Agreement constitutes the entire agreement between the parties on the SGBP Mark. Any amendment shall not be effective unless made in writing and signed by the duly authorised representatives of both parties. The Applicant shall not assign or transfer this User Agreement or any rights herein, or sub-contract or delegate any duty or obligation hereunder, except with the prior written consent of SGBC Pte. Ltd. Any person or party who or which is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of the terms and conditions herein.
9. This Agreement shall be governed by the laws of the Republic of Singapore. The parties submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

SCHEDULE

Product: Adjustable Pedestal	SGBP Mark: 
Brand: Buzon	
Model: Buzon Pedestal PB, Buzon Pedestal DPH, Buzon Pedestal BC	

IN WITNESS WHEREOF the parties hereto have executed this User Agreement on the date first above written.

For and on behalf of SGBC Pte. Ltd.: _____ (Signature)

Signatory Name & Title: Elaine Lua, Manager (Certification & Technology) Date: 11 February 2019

For and on behalf of the Applicant: _____  (Signature)

Signatory Name & Title: MANAGING DIRECTOR Date: Feb 12th 2019
ELAINE BUZON

Appendix to User Agreement. Guidelines for SGBP Marks

1. These Guidelines govern the use of SGBP Marks.
2. In these Guidelines:

“**SGBP Marks**” means all trademarks, acronyms, catchwords, logos, branding and designs owned by or licensed to SGBC Pte. Ltd. and “**SGBP Mark**” means any of them.

“**SGBC Parties**” means SGBC Pte. Ltd., its directors, servants, agents, and employees, the Singapore Green Building Council (SGBC) and the members of SGBC, and “**SGBC Party**” means any of them.
3. No SGBP Marks shall be used by any person or entity without prior written authorisation from SGBC Pte. Ltd.
4. SGBC Pte. Ltd. will provide to each person or entity authorised to use any SGBP Marks (an “**Authorised User**”) with the relevant logo artwork files. Only the artwork files provided by SGBC Pte. Ltd. shall be used by the Authorised User. Images captured from websites, publications, and other sources shall not be used.
5. The manner of use of any SGBP Marks by Authorised Users is subject to the prior approval of SGBC Pte. Ltd. The Authorised User shall submit samples of all items that are to bear or depict any SGBP Mark to SGBC Pte. Ltd. for inspection and prior approval. The Authorised User shall make such changes to these items as SGBC Pte. Ltd. may require.
6. An Authorised User shall use the SGBP Mark only for such purpose(s) as SGBC Pte. Ltd. may specify or approve in writing (the “**Authorised Purpose(s)**”). The SGBP Mark shall not be used as part of a company’s or business’s name, logo, domain name, or brand name for a product or service.
7. The SGBP Mark shall not be the most prominent visual element in any materials or items that bear or depict it. The Authorised User’s name and logo must appear on the same materials or items and must be significantly larger than the SGBP Mark.
8. The SGBP Mark shall not be used to indicate any kind of endorsement by any SGBC Party of any goods or services, to indicate that any official status for any goods or services has been conferred by any SGBC Party, to indicate that any goods or services are otherwise associated with any SGBC Party in any manner, or to indicate any kind of relationship with any SGBC Party, except to the extent consistent with the Authorised Purpose(s).
9. The SGBP Mark shall not be used on name cards, email signatures, office or shopfront signage and official documents, including without limitation letterheads, stationery, quotations, orders, sales contracts and invoices.
10. The SGBP Mark shall not be used in connection with any disparaging statement about any SGBC Party, or any statement that may otherwise reflect poorly on any SGBC Party.
11. The SGBP Mark shall not be altered or distorted in any way, including without limitation by making changes to the proportion, color, element or typeface. The SGBP Mark shall not be animated or morphed with other elements. The SGBP Mark, including any associated wording, shall not be wrapped around by additional text or designs. A non-exhaustive list of unacceptable uses of the SGBP Mark is set out below:

- a. A distorted or warped image of the SGBP Mark;
 - b. Use of an SGBP Mark as a watermarked or any other design that appears 'ghosted' behind text or images;
 - c. Use of effects that distorts edge crispness of the SGBP Mark; and
 - d. Use of wrapping text around the SGBP Mark.
12. To ensure legibility and clarity of the SGBP Mark, the following minimum size requirements must be followed:
- a. The SGBP Mark shall not be reduced by more than 20% of the original print size and may not be enlarged by more than 380% of the original print size.
 - b. On web pages, an SGBP Mark shall not be reduced to less than a height of 50-pixels, and may not be enlarged to a height of more than 1,200 pixels. The height and width of the SGBP mark must remain in its original proportions.
 - c. On printed material, a provided EPS (Encapsulated PostScript) should be used to ensure that the image of the SGBP Mark retains clarity. Lower-resolution, Web-optimized JPEG of gif files should be used when placing the SGBP Mark on a website. Improper usage of an SGBP Mark, however minute, will reduce the overall impact of the brand Identity conveyed by the SGBP Mark. To ensure consistency in usage, the SGBP Mark must always be reproduced from the master artwork which is provided by SGBC Pte. Ltd.
 - d. In the event the available space is very limited, the minimum height of the SGBP Mark should be 15mm. Authorised Users must only use the soft copy of the logo artwork that is provided by SGBC Pte. Ltd.
13. The use of the full colour version of the SGBP Mark is recommended wherever possible. The brand colours will be advised by SGBC Pte. Ltd. from time to time. Variations in shades and density of the printed colours are allowed with prior written approval of SGBC Pte. Ltd., if the material used for the production of the SGBP Mark cannot reflect the exact brand colours. To ensure accurate reproduction of the brand colours, it is important that the printed colour of collaterals match the brand colour guide provided by SGBC Pte. Ltd.
14. SGBC Pte. Ltd. recommends placing the full colour version of the SGBP Mark on a white or light colour background so as to ensure maximum clarity and legibility.
15. The colour(s) for SGBP Marks are:

CMYK Colour Chart



C=57 M=0 Y=100 K=0



C=54 M=45 Y=44 K=10



C=64 M=0 Y=95 K=40

16. Where the Authorised User has been given an identification or reference number by SGBC Pte. Ltd., the Authorised User shall print the certificate number below or on the right side of the SGBP Mark when in use, as shown in the figures given as examples below:



SGBP XXXX-XXX

Figure 1



Figure 2