



RULES GOVERNING THE USE OF THE AUS-QUAL CERTIFICATION TRADE MARK

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RULES GOVERNING THE USE OF THE

AUS-QUAL CERTIFICATION TRADE MARK

1. GENERAL

- 1.1 AUS-MEAT Limited ACN 082 528 881, of 9 Buchanan Street, South Brisbane, 4101, Queensland, Australia (**AUS-MEAT**) is the owner of the trade mark AUS-QUAL CERTIFIED SYSTEM (stylised) & SCALES Device (**the Trade Mark**). The Trade Mark is defined in the AUS-QUAL Certification Services and Licence Agreement.
- 1.2 AUS-MEAT has licensed its subsidiary AUS-QUAL Pty Limited ACN 087 555 940, of 9 Buchanan Street, South Brisbane, 4101, Queensland, Australia (**AUS-QUAL**) to administer the certification scheme under the Trade Mark and the use of the Trade Mark.
- 1.3 AUS-QUAL is responsible for authorising the granting of licences to use the Trade Mark.

2. DEFINITIONS

In these Rules:

Certificate means the certificate issued by AUS-QUAL;

Certification means confirmation that a product, process or service satisfies the terms of these Rules and the Licence;

Certification Procedures means procedures carried out by AUS-QUAL and used in assessing a product, process or service for the purpose of grant or maintenance of certification;

Certified User means an individual, partnership or any person corporate or unincorporated who has been granted a Certificate in accordance with these Rules and is licensed to use the Trade Mark;

Licence means the agreement between AUS-QUAL and the Certified User resulting from the Certified User's application for certification and licence under these Rules;

Quality System Standard means any one of the set of standards which AUS-QUAL includes in its list of standards to allow Certified Users to use the Trade Mark;

Register means the register kept by AUS-QUAL of the Certified Users of the Trade Mark; and

Trade Mark means the Certification Trade Mark as defined in the AUS-QUAL Certification Services and Licence Agreement.

3. CONDITIONS FOR GRANTING OF LICENCES TO USE THE TRADE MARK

- 3.1 Licences may be granted only to applicants who satisfy AUS-QUAL that:
 - (a) they are capable of providing services under a quality system assessed as being in accordance with one or more of the Quality System Standards; and

- (b) in all cases they will abide by any undertakings that may be required by AUS-QUAL consistent or subject to the terms of these Rules.

3.2 AUS-QUAL will maintain a list of applicable Quality System Standards at AUS-QUAL's registered office. AUS-QUAL will maintain copies of the Quality System Standards included in the list. AUS-QUAL will submit a copy of the list to the Registrar of Trade Marks upon request.

3.3 The Certified User must apply the Trade Mark only in relation to products, processes or services which are provided under the Quality System Standard under which they are authorised to use the Trade Mark.

4. RULES GOVERNING USE OF THE TRADE MARK

4.1 The Marks can be used by client organisations on company stationery, business cards, flags, buildings and other promotional material identified within the scope of the certification.

4.2 Where the approval relates to the Quality Management System or Food Safety (HACCP) System covered by the scope of certification (System Certification), the Marks must not be used on products nor used in any way that would imply that the actual product is certified or that it (the product) conforms to a particular standard.

4.3 Where the approval relates to the Product covered by the scope of the certification (Product certification), the Marks may be used on the actual product, but only if the owner of an associated product standard Mark approves of its use, and then only if specific approval to do so is given and included in the Licence & Service agreement.

4.4 The Marks can be used on larger boxes etc, used for transportation of products, together with a statement; "(This product) was manufactured in a plant whose quality management system is certified as being in conformity with (Name of Standard)."

4.5 The Marks must not be used on any type of certificate or laboratory test or analysis report that could imply the product conforms to a standard or other product criteria including microbiological counts or maximum residue levels.

5. POWERS AFFECTING THE ISSUE OR CONTINUANCE OF THE LICENCE

5.1 Subject to clause 5.2, AUS-QUAL may:

- (a) refuse to grant or renew a licence;
- (b) amend a licence;
- (c) suspend a licence; or
- (d) revoke a licence.

5.2 The powers granted in clause 5.1 may only be exercised if the Certified User:

- (a) commits a breach of or does not comply with the Rules; or
- (b) uses the Trade Mark in relation to any products, processes or services outside the assessed scope of the Licence; or
- (c) uses the Trade Mark in a form that, in AUS-QUAL's opinion, misleads the public; or
- (d) fails to pay any fees under the Licence; or

- (e) becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors or makes any arrangement or composition with its creditors, or, if a company, enters into liquidation (whether compulsory or voluntary, but not including voluntary liquidation for the purposes of reconstruction) or has a receiver appointed of its business.

6. DISPUTES AND APPEALS PROCEDURE

- 6.1 A Certified User seeking reconsideration of a decision of AUS-QUAL must lodge a written request to AUS-QUAL seeking reconsideration within 14 working days. AUS-QUAL must, within 30 working days from receipt of the above, supply the grounds for the original decision.
- 6.2 If the Certified User feels an incorrect assessment has been made, the Certified User may request a re-inspection by another assessor.
- 6.3 Any requests for re-assessments must be met within a reasonable time by AUS-QUAL.
- 6.4 If the Certified User's objection is upheld, the costs of the re-assessment will be borne by AUS-QUAL and any refusal to grant or renew of Licence, or amendment, suspension or revocation of a Licence will be lifted.
- 6.5 If the original assessment is upheld all costs will be paid by the Certified User.
- 6.6 If the Certified User has grounds for further appeal after the above has been completed, the Certified User may within 14 days request a final appeal against such refusal, decision not to renew, or to amend, suspend or revoke. Such an appeal shall be made to the President of the Law Society of Queensland to appoint an independent expert to determine the dispute. The Certified User must at the same time give notice of such appeal to AUS-QUAL. The decision of the independent expert in such appeal (after submissions of such written or verbal representations as the parties desire to make or as the independent expert shall require) will be final and binding on AUS-QUAL and the Certified User. The parties must pay the costs of the appeal as determined by the independent expert.

7. OBLIGATIONS OF CERTIFIED USER

- 7.1 A Certified User must:
 - (a) comply with the relevant sections of the particular Management System Standard and Licence & Service Agreement issued by AUS-QUAL, as amended from time to time, and notify AUS-QUAL of any changes to the scope of the System;
 - (b) comply with the relevant sections of the particular Product Certification Standard and Licence & Service Agreement issued by AUS-QUAL, as amended from time to time, and notify AUS-QUAL of any changes to the design of the Product;
 - (c) submit to AUS-QUAL for prior approval any form in which it is proposed to use or make reference to the Trade Mark;
 - (d) discontinue any use of the Trade Mark to which AUS-QUAL may object;
 - (e) withdraw any statement concerning the authority of the Licensee to use the Trade Mark which in the opinion of AUS-QUAL may be misleading;
 - (f) give representatives of AUS-QUAL reasonable access during working hours to the premises subject of the Licence from which services are provided or related records are kept, for the purpose of examining processes, records or other

material which in AUS-QUAL's opinion is relevant to the licence; and

- (g) pay within 30 days from the date of invoice:
 - (i) the royalties set by AUS-QUAL in relation to administering the Licence and in relation to any services provided in assessment, auditing, supervising, inspecting, testing or consulting; and
 - (ii) the royalties set by AUS-QUAL for use of the Trade Mark.

7.2 Upon the termination of the Licence (however determined) a Certified User must immediately discontinue all use of the Trade Mark.

7.3 The Certificate remains the property of AUS-QUAL and must be returned to AUS-QUAL in the event of termination of the Licence.

8. RELINQUISHMENT OF LICENCE

A Licence may be relinquished by a Licensee at any time by advice in writing to AUS-QUAL and by the return of the Certificate to AUS - QUAL.

9. MISCELLANEOUS

9.1 All information of a confidential nature given by applicants or Licensees to AUS-QUAL will be treated as confidential unless AUS-QUAL has received written permission from the applicant or Licensee that any such information may be divulged.

9.2 A Licence is non-exclusive and non-transferable.

9.3 A list of the Licensees for the time being will be kept by AUS-QUAL and be open to inspection.