

Attachment C: Variation to Terms and Conditions and Appendices

In accordance with Article 15, as from 1 May 2010 the terms of each of your current Woolmark Licence Agreement(s) will be varied as follows:

1. Quality Control

Article 4 is varied to add a new Section 9 as follows:

Section 9 –

“The User will only be entitled to receive Labels for a Product for which the Labels were ordered if, where requested by The Woolmark Company in its sole discretion:

- 9.1 the User has, at its own cost, submitted samples of the Products to a laboratory, approved by The Woolmark Company in writing, for testing of the Product’s compliance with the Specifications;*
- 9.2 The Woolmark Company has received a copy of the results of the tests undertaken in accordance with Section 9.1; and*
- 9.3 the test results submitted to The Woolmark Company in accordance with Section 9.2 are within acceptable limits for compliance with the Specifications as determined by The Woolmark Company in its sole discretion.*

2. Updating of Appendix 1

Appendix 1 is updated to include a new Part 3 as follows:

Appendix 1 Part 3

Only where “India” is currently included in Part 3 of Appendix 1 (‘Manufacturing Territory’) of your Licence Agreement(s), then that Part is amended by:

- (a) deleting ‘India’; and
- (b) inserting the following:

*“**Note:** In addition, Woolmark Services India Private Limited, being the owner of the Mark in India and being a related company of The Woolmark Company has agreed during the Term of this Licence to waive its rights to take any action against the User under the Mark in India to the extent such action arises out of or in connection with the use (if any) of the Mark in India by or on behalf of the User in relation to the manufacture of Products otherwise in compliance with all requirements of this Licence (as if India was licensed under this Licence), including all quality, labelling and testing requirements.”*

3. Updating of Appendix 2A

Appendix 2A is replaced with a new Appendix 2A as follows:

(a) Appendix 2A – Woolmark Licence Agreements

Distribution Territory

All countries throughout the world (other than India).

IWS Nominee Company Limited is the owner of the Mark in all countries in the Distribution Territory, except in those countries listed below where the Mark is owned as described.

COUNTRY	OWNER OF THE MARK
<i>Australia</i>	<i>The Woolmark Company Pty Limited Australian Merino Pty Limited</i>
<i>Austria</i>	<i>Wollsiegel-Verband e.V.</i>
<i>Benelux</i>	<i>Stichting International Wool Secretariat</i>
<i>Finland</i>	<i>The Woolmark Company Pty Limited</i>
<i>France</i>	<i>The Woolmark Company Pty Limited</i>
<i>Germany</i>	<i>Wollsiegel-Verband e.V.</i>
<i>Mexico</i>	<i>The Woolmark Company Pty Limited</i>
<i>Norway</i>	<i>The Woolmark Company Pty Limited</i>
<i>Spain</i>	<i>The Woolmark Company Pty Limited</i>
<i>Sweden</i>	<i>The Woolmark Company Pty Limited</i>
<i>Turkey</i>	<i>The Woolmark Company Pty Limited</i>
<i>United States of America</i>	<i>Woolmark Americas Inc.</i>

Note: *In addition, Woolmark Services India Private Limited, being the owner of the Mark in India and being a related company of The Woolmark Company has agreed during the Term of this Licence to waive its rights to take any action against the User under the Mark in India to the extent such action arises out of or in connection with the use (if any) of the Mark in India by or on behalf of the User in the sale, offering for sale, or distribution of Products otherwise in compliance with all requirements of this Licence (as if India was licensed under this Licence), including all quality, labelling and testing requirements.*

(b) Appendix 2A – Woolmark Blend Licence Agreements

Distribution Territory

All countries throughout the world (other than India).

IWS Nominee Company Limited is the owner of the Mark in all countries in the Distribution Territory, except in those countries listed below where the Mark is owned as described.

COUNTRY	OWNER OF THE MARK
<i>Australia</i>	<i>The Woolmark Company Pty Limited</i>
<i>Austria</i>	<i>Wollsiegel-Verband e.V.</i>
<i>Benelux</i>	<i>Stichting International Wool Secretariat (I.W.S) Benelux</i>
<i>Denmark</i>	<i>IWS – Uldsekretariatets Danske Faellesmaekeforening</i>
<i>Finland</i>	<i>The Woolmark Company Pty Limited</i>
<i>France</i>	<i>The Woolmark Company Pty Limited</i>
<i>Germany</i>	<i>Wollsiegel-Verband e.V.</i>
<i>Mexico</i>	<i>The Woolmark Company Pty Limited</i>
<i>Namibia</i>	<i>South African Wool Board</i>
<i>Norway</i>	<i>The Woolmark Company Pty Limited</i>
<i>Spain</i>	<i>The Woolmark Company Pty Limited</i>
<i>Taiwan</i>	<i>The Woolmark Company Pty Limited</i>
<i>Turkey</i>	<i>The Woolmark Company Pty Limited</i>
<i>United States of America</i>	<i>Woolmark Americas Inc.</i>

Note: *In addition, Woolmark Services India Private Limited, being the owner of the Mark in India and being a related company of The Woolmark Company has agreed during the Term of this Licence to waive its rights to take any action against the User under the Mark in India to the extent such action arises out of or in connection with the use (if any) of the Mark in India by or on behalf of the User in the sale, offering for sale, or distribution of Products otherwise in compliance with all requirements of this Licence (as if India was licensed under this Licence), including all quality, labelling and testing requirements.*

(c) Appendix 2A – Wool Blend Licence Agreements

Distribution Territory

All countries throughout the world (other than India).

IWS Nominee Company Limited is the owner of the Mark in all countries in the Distribution Territory, except in those countries listed below where the Mark is owned as described.

COUNTRY	OWNER OF THE MARK
<i>Australia</i>	<i>Australian Merino Pty Limited</i>
<i>European Community</i>	<i>Australian Merino Pty Limited</i>
<i>Romania</i>	<i>The Woolmark Company Pty Limited</i>
<i>Taiwan</i>	<i>The Woolmark Company Pty Limited</i>
<i>Turkey</i>	<i>The Woolmark Company Pty Limited</i>
<i>UAE</i>	<i>The Woolmark Company Pty Limited</i>
<i>United States of America</i>	<i>Woolmark Americas Inc.</i>

4. Updating of Appendix 2B and related amendments

Article 7, Section 4

Article 7, Section 4 is amended by inserting at the start of that Section the following words: *'Except as set out in the description of the Commission Manufacturing Territory in Appendix 2B,'*

Appendix 2B

Only where "India" is currently included in Appendix 2B ('Countries Approved for Commission Manufacture') of your Licence Agreement(s), then that Appendix 2B is amended by:

- (a) deleting 'India'; and
- (b) inserting the following:

"Note: *In addition, Woolmark Services India Private Limited, being the owner of the Mark in India and being a related company of The Woolmark Company has agreed during the Term of this Licence to waive its rights to take any action against the User under the Mark in India to the extent such action arises out of or in connection with the use (if any) of the Mark in India by or on behalf of the User in relation to the Commission Manufacture, by a Commission Manufacturer, of Products otherwise in compliance with all requirements of this Licence*

(as if India was licensed under this Licence), including all quality, labelling and testing requirements.”