



Terms and conditions regarding the use of the MPS Logo by growers

Floriculture Environmental Programme
Netherlands

The

MPS Registered Logo

1. The MPS provides a selection of logos to indicate adherence to MPS principles. The presentation of the logos, insofar as is relevant for the growers, will include:
 - a) the notification “MPS participant” in the languages Dutch, English, German and French; “More information on www.my-mps.com”; the MPS logo; the MPS telephone number and the MPS registration number of the grower concerned, hereinafter referred to as “the rectangular MPS logo”,
 - b) Round participant’s label stating the registration number of the grower concerned and the designation “participant”. Hereinafter referred to as, “the round MPS logo” and,
 - c) MPS-A logo, MPS-B logo and MPS-C logo, stating the registration number of the grower concerned, hereinafter referred respectively to as “the MPS-A logo”, “the MPS-B logo” and the MPS-C logo.

Requirements

- 2.1 A grower who participates in MPS, keeps records and regularly receives a qualification (MPS-A, -B, -C, participant), is entitled to use the registered logos (both small and rectangular) for the flowers and plants cultivated, with due observance of the rules and regulations set out herein.
- 2.2 A grower, as stated in point 2.1, who has received an MPS A-, -B or C-qualification from MPS in the preceding quarter is also entitled to use respectively the MPS-A, -B or MPS-C logo, with due observance of the rules and regulations set out herein.

Applications

- 3.1 The logo may only be used by the grower on disposable packaging, price lists, labels, brochures and leaflets, invoices, stationery and for advertising purposes. The registered logos’ shape, size, colour, etc. should comply with the rules and regulations set out by MPS.
- 3.2 The terms and conditions for the rectangular “Participant” logo are:
 - the shape (horizontal, square) and the contents (please refer to article 1) may not be changed or amended.
 - the measurements of the registered logo are 11 x 4.8 centimetres. The user is entitled to reduce the size of the logo to 50% and to enlarge the size to 150%.

- the registered logo contains the colours black and green (PMS number 355). The registered logo will be used according to the material provided. The registered logo may be executed in any desired colour. However MPS does prefer entirely black or entirely green only (PMS colour 355). These are MPS' house style colours.
- the participant's MPS company number will be included in the registered logo. Should the participant fail to include this number, the registered logo is invalid and the applicant will be deemed to have acted in breach of contract.

3.3 The terms and conditions for the round "Participant" logo are:

- The shape of the logo may not be changed or altered in any way. It must be used in accordance with attached example.
- The measurements of the logo are 3,6 x 4,4 cm. It may be reduced to 50% and enlarged to 150%. Any other reduction or enlarging must be done in consultation with MPS.
- The logo may be executed in any desired colour. However MPS does prefer entirely black or entirely green only (PMS colour 355). These are MPS' house style colours.

3.4 The terms and conditions for the MPS-A, MPS-B or MPS-C logo are:

- The shape of the logo may not be changed or altered in any way. It must be used in accordance with attached example.
- The measurements of the logo are 3,6 x 4,4 cm. It may be reduced to 50% and enlarged to 150%. Any other reduction or enlarging must be done in consultation with MPS.
- The logo may be executed in any desired colour. However MPS does prefer entirely black or entirely green only (PMS colour 355). These are MPS' house style colours.

3.5 Environmental qualifications including, but not limited to, qualifications such as "environmentally friendly" or "ecologically aware" may not be used in combination with the registered logos.

3.6 The grower will at all times state the MPS registration number when using the registered logos.

3.7 The grower will not use the registered logos as his own logo.

3.8 The grower will not be entitled to transfer his right to use the registered logos or license it to any third party.

3.9 The grower will provide MPS with a sample showing how he has used the registered logos.

The grower will receive two versions of the registered logo on a diskette for use as referred to in this article.

Inspection

4. The grower is obliged, at all times, to grant access to independent inspectors, appointed by MPS, to his buildings and premises, as well as his administration, and will co-operate with spot check investigations, in order for these inspectors to check whether the grower and his business operation comply with the rules and regulations set forth regarding the use of the logos.

Breach of contract

5. If a grower fails to comply with the present rules and regulations, MPS is entitled, after hearing the grower or having given him the opportunity to be heard, to take the following actions:

- a. to issue a warning, stating which measures the grower should take to comply with the present rules and regulations;
- b. to impose a penalty of €450,00 per infringement;

- c.** to publicise the detection of a breach of contract in one or more trade journals and/or periodicals, stating the name and registration number of the grower concerned;
- d.** to deny the grower the right to use the registered logos for a specified or unspecified period of time.

Termination

6. The right to use the logos ends in the event that:
- a. the grower stops keeping records and/or registering;
 - b. the grower fails to carry out the measure(s) he was requested to take;
 - c. the grower is declared bankrupt, a petition for suspension of payments has been filed against him, winding-up procedures have been started with respect to his company, or the grower is placed under receivership;
 - d. the growers's company is in liquidation.

In that case, the grower is obliged to destroy, or have destroyed, the remaining supply of all materials as meant in point 1.

Liability

- 7.1 The grower is entirely responsible for the products carrying the registered logos and will fully indemnify MPS and MPS will be without liability in any claims arising from the grower's responsibility.
- 7.2 The grower is not entitled to any compensation for the damages he may incur should he no longer be entitled to use the registered logos.
- 7.3 MPS is only liable in the event of deliberate or gross negligence.

Miscellaneous

8. The MPS Board is entitled to change and/or amend these terms and conditions with due observance of a term of notice of three (3) months.
9. Any disputes arising from the interpretation or implementation of this agreement will first be submitted to the Board of Directors of MPS. Should the grower find the Boards' decision unacceptable, the dispute will then be decided solely in accordance with the applicable Rules of Arbitration of MPS by an Arbitration committee, as stated in said Rules and arbitration will take place in The Netherlands. The decision of the Arbitration committee will be binding on both parties. During the course of the dispute, MPS is entitled to suspend the right of the grower to use the logos.