

BEST ENVIRONMENTAL PRACTICE PVC TRADEMARK LICENCE AGREEMENT

AGREEMENT Dated: 26/02/2026

BETWEEN **Vinyl Council Australia**, (ACN 083012533) an Australian
Public company, Limited by Guarantee, of Suite 1.02 / 22 St Kilda Road, St Kilda,
Victoria, 3182 ("VCA").

AND **Pipemakers Australia Pty Ltd** (ABN:76061712365)
501 Foleys Road Deer Park, VIC 3023.

RECITALS

- A. VCA is the owner of the Trademark full particulars of which are set out in Schedule A to this Agreement.
- B. VCA has published the 'Best Environmental Practice PVC Guidelines, Criteria and Verification Evidence Requirements for Best Practice Manufacturing of PVC Products v2' (the "Guidelines") and has developed an audit program by which auditors can establish compliance of products with the Guidelines. VCA is enabling relevant participants who qualify under the Guidelines to use the Trademark on Licensed Products to indicate their compliance with the Guidelines.
- C. Licensee has produced relevant documentation to prove that it has complied with the Guidelines mentioned in Recital B and the VCA has agreed to grant Licensee a non-exclusive Licence to use the Trademark in accordance with the terms set out below.

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Commencement Date**" means the date set out in Schedule B.

"**Guidelines**" means 'Best Environmental Practice PVC Guidelines, Criteria and Verification Evidence Requirements for Best Practice Manufacturing of PVC Products v2'

“**Licence fee**” is the fee paid to and received by VCA.

“**Licensed Products**” means products which have been approved by the process administered by VCA and are listed in Schedule B.

“**Term**” means the period set out in Schedule B next to the item Termination date.

“**Territory**” means Australia and/or the location as set out in Schedule B.

“**Trademark**” means the Trademark as particularised in Schedule A.

1.2 In this Agreement:

- (a) words importing the singular shall be deemed to include the plural and vice-versa;
- (b) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

2. GRANT OF LICENCE

VCA grants to Licensee a non-exclusive licence to use the Trademark in the Territory, for the Term in respect of the Licensed Products and acknowledges receipt of the consideration paid.

3. QUALITY CONTROL/ USE OF TRADEMARK

- 3.1 Licensee may only use the Trademark in relation to Licensed Products that are manufactured and comply with, and continue to comply with, the Guidelines published by VCA referred to in Recital B.
- 3.2 VCA or its nominees or its representatives may, during the Term and on reasonable notice to Licensee, have made available to them samples of Licensed Products for examination to ensure compliance with clause 3.1.
- 3.3 VCA has produced a Style Guide, attached as Schedule C, and Licensee agrees to comply in all respects with the requirements of this guide when using the Trademark.
- 3.4 Licensee must not use the Trademark in any way likely to cause consumers to believe that Licensee is the owner of the Trademark and will, as specifically mentioned in the Style Guide indicate that the Trademark is used under Licence from VCA.

4. TERMINATION

This Agreement may be terminated by either party if the other party fails to remedy any breach of this Agreement within 28 days of receiving written notice from the other party requiring it to do so, or commits any breach of this Agreement incapable of remedy. Grounds for termination include, but are not limited to, the Licensed Products no longer complying with the technical standards on which this Licence was granted.

5. NO ASSIGNMENT OR SUBLICENSE

This Licence is between VCA and Licensee and is not transferable or assignable to any other party unless Licensee seeks permission from VCA to transfer this Licence to an entity over which it exercises complete financial and / or quality control. Licensee will not grant to any third party any licence or any rights given by this Agreement.

6. NOTICES

6.1 A notice to be given by a party to another party under this Agreement must:

- (a) be in writing;
- (b) give the address of the recipient set out in this Agreement or as varied by written notice; and
- (c) be left at or be sent by registered post, hand delivery or email to that address,

and will be deemed to be duly given or made:

- (d) on the day of delivery;
- (e) seven days after the date of posting by prepaid registered post; or
- (f) if sent by email, when the message confirmation is received,

as the case may be.

6.2 The provisions of this clause are in addition to any other mode of service permitted by law.

7. ENTIRE DEED

This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understanding between the parties in connection with it.

8. NO WAIVER

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power, or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

9. COSTS

Each party shall bear its own costs arising out of the negotiation, preparation, and execution of this Deed.

10. NO PARTNERSHIP

This Agreement does not constitute either party a partner, agent, or employee of the other and no party has the authority or power to bind, contract in the name of or create a liability against the other party.

11. GOVERNING LAW AND JURISDICTION

This Deed is governed by the laws of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and the Commonwealth of Australia in connection with matters concerning this Deed.

EXECUTED AS AN AGREEMENT



Signature of Officer

Signed for and behalf of
Vinyl Council of Australia
ACN 083 012 533
by a duly Authorised Officer

Mr Jim Coulston_____
Name of Officer

CEO_____
Office Held

Signed for and behalf of

Signature of Officer

(LICENSEE) **Pipemakers Aust**
by a duly Authorised Officer

Name of Officer

Office Held

SCHEDULE A

TRADEMARK



Number: 1430326

Classes: 41, 42, 45

SCHEDULE B

LICENSED PRODUCTS:

LICENSED PRODUCTS:

AS/NZS 1260 PVC-U PIPES AND FITTINGS FOR DRAIN, WASTE AND VENT APPLICATIONS.

AS/NZS 1477 PVC-U PIPES AND FITTINGS FOR PRESSURE APPLICATIONS.

AS/NZS 4765 MODIFIED PVC (PVC-M) FOR PRESSURE APPLICATIONS.

AND FITTINGS OF INSULATING MATERIAL.

AS/NZS 1254 PVC-U PIPES AND FITTINGS FOR STORM WATER AND SURFACE WATER APPLICATIONS.

AS/NZS 61386.21.2015 CONDUIT SYSTEMS FOR CABLE MANAGEMENT PART 21: PARTICULAR REQUIREMENTS – RIGID CONDUIT SYSTEMS

AS/NZS 4441 ORIENTATED PVC (PVC-O) PIPES FOR PRESSURE APPLICATIONS

COMMENCEMENT DATE: 20TH FEB 2026

TERMINATION DATE: 20TH FEB 2028

OPTIONAL CREDITS:

REFERENCE STANDARD (IF APPLICABLE):

LOCATION: 501 FOLEYS ROAD DEER PARK, VIC 3023.

CERTIFICATE # 4110 APPROVAL MARK CERTIFICATION

SCHEDULE C

TRADEMARK STYLE GUIDE & BEP PVC CERTIFICATE

THE STYLE GUIDE AND BEP PVC CERTIFICATE WILL BE SENT ON RECEIPT OF PAYMENT

