

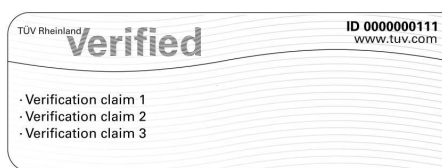
TÜV Rheinland Verification Label
General Terms and Conditions of Usage

TÜV Rheinland LGA Products GmbH

— hereinafter “Licensor” —

General

- (1) These General Terms and Conditions including Annex 1 – the Verification Label User Guideline - apply for the usage of TÜV Rheinland Verification Label (hereinafter: “Terms and Conditions of Usage”) as part of the contract for participation in the Licensor's Conformity assessment system (TRLP General agreement with Testing and Verification Regulation; hereinafter: “Verification Agreement”) in combination with defined verification claims as they will be given in the TÜV Rheinland LGA Products GmbH Verification Statement (hereinafter: “Verification Statement”) for a certain product or service (hereinafter: “Contractual Product”).
- (2) With the conclusion of the Verification Agreement, but at the latest with the consent given during the download process for the Verification Label on the Verification Label download page and/ or with the acceptance of the Verification Label as handed over by the Licensor to the Customer, the Customer recognizes and accepts these Terms and Conditions of Usage.
- (3) In order to be able to make reference to the verified Contractual Product, the Customer may use the Licensor's Verification Label in the form - shown below as template - pursuant to the Verification Agreement and these Terms and Conditions of Usage, as well as according to the requirements of the Verification Label User Guideline, Annex 1.



- (4) “TÜV Rheinland” is protected as trademark in various countries, e.g., in Germany under the trademark register No. 30 66 795, in the European Union under the trademark register No. 004 963 393 and as international trademark under the trademark register No. 904 869 (hereinafter: “Trademark”) for TÜV Rheinland AG. The Licensor is affiliated with the holder of this and other Trademarks under company law and gives assurance that it has been granted the necessary rights to grant permission to use the trademark TÜV Rheinland as part of the Verification Label as shown above.

§ 1 Permission for usage

- (1) Starting with the granting of the Verification Statement issued pursuant to the Verification Agreement and for the duration defined therein, the Licensor grants the Customer a simple license for the usage of the Verification Label for the Contractual Product in the entire territorial scope of validity of the Trademark pursuant to the specifications of § 2.
- (2) A usage for other products or services, even if they are of a similar design or content, is not covered by these Terms and Conditions of Usage and not permitted either. In the event of a breach, the Licensor is free, among others, to demand a contractual penalty pursuant to § 5 from the Customer.
- (3) The Customer is not entitled to issue sub-licenses or rights from the license relationship or its contractual status in its entirety to third parties and/or to legally or commercially affiliated companies pursuant to § 15 of the German Stock Corporation Act (AktG).
- (4) As clarification, it is recorded that this usage authorization does not entitle the Customer either to use the group logo of the Licensor, registered e.g. as German Trademark 306 69 064, or the corporate design of the Licensor.

§ 2 Usage

- (1) The Verification Label that is issued may be used by the Customer for any online and offline advertisement and promotion purposes, but solely for the verified Contractual Product (hereinafter: "Advertisement"), according to the usage specifications prescribed in the following sections and the Verification User Guideline, provided as Annex 1.

In that context the Customer undertakes not to use the Verification Label permanently affixed to the Contractual Product itself (e.g. by stickers that remain permanently on the product, etc.) and on non-product related packaging, e.g., transport packaging. The usage for Advertisement on its outer packaging (Primary packaging), however, is permitted. Illegal labelling of the Contractual Product is not permitted and must be removed immediately from the Contractual Product itself.

The Verification Label must be solely used in such way that it is clearly and exclusively assigned to the Contractual Product and the company name and the company logo of the Customer.

The Verification Label shall not be affixed permanently to a product. The Verification Label, if affixed to a product, must be irrevocably removed before the product is put into service for the first time.

- (2) The Verification Label may solely be used in the form, variant, language and with the Verification Claims that are defined in the Verification Statement and are specified on the Verification Label. In addition, the Customer is obligated to depict the individual identification number assigned to it for the Contractual Product under the Verification Agreement in connection with the Verification Label. In the event of a breach, the Licensor is free, among others, to demand a contractual penalty pursuant to § 5 from the Customer.
- (3) The Customer is not permitted to add other elements, irrespective of their type, such as company name and/or company logo of the Customer or third party, product name and/or product logo or other graphic depictions to the Verification Label. Breaches substantiate a claim to a contractual penalty pursuant to § 5. Other elements, irrespective of their type, are deemed not to have been added to the Verification Label if they comply with a minimum distance of one quarter of the total height of the Verification Label.
- (4) The Verification Label is to be used in the specified proportional dimension; as shown in Annex 1. For better legibility, a minimum display height of 30 mm is recommended. As a fundamental rule, the Verification Label is to be used in the color scheme as shown above and downloaded by the Customer from the Verification download page and/or handed over by the Licensor to the Customer. Any kind of redesign of the Verification Label provided by TÜV Rheinland is explicitly not permitted.
- (5) The Customer shall use the Verification Label only in such a fashion that no wrong impression with regard to the scope and the content of the conducted verification arises, in particular that the impression is not created that it indicates an official or mandatory testing.
- (6) The Customer is itself responsible in full for the permissible use and for the permissibility of all statements regarding the Verification Label issued. This also applies for the correct usage/advertising by its Customers.
- (7) When using the verification label for advertising purposes, the Customer is legally obliged to inform third parties, such as consumers, about the content of the verification carried out. In addition to the publication of the complete verification declaration by the customer itself, the customer has the option of using the 'Certipedia' certificate database operated by TÜV Rheinland AG, available at www.certipedia.com, for information purposes. TÜV Rheinland AG provides the customer with an individual entry for this purpose, which can also be accessed by third parties using the individual identification number provided to the customer.
- (8) The Verification Label is to be used solely by the Customer in a form that does not jeopardize the reputation and the appearance of the Verification Label and the reputation and the validity of the Trademark and/or the reputation of the Licensor and the companies affiliated with it pursuant to § 15 of the German Stock Corporation Act (AktG) as independent third parties and/or recognized verification service providers. In the event of such a risk, the Customer must suspend the corresponding usage immediately at the Licensor's request.

- (9) The Customer recognizes that any use of the Verification Label and the Trademark by the Customer constitutes usage by and for the benefit of the Licensor. Records regarding the usage of the Verification Label and the Trademark by the Customer are to be kept for at least 5 years after the last usage of the Label by the Customer and are to be provided to the Licensor on request.
- (10) All costs incurred as a result of the usage of the Verification Label by the Customer will be borne by the latter itself. In addition, the Customer will indemnify the Licensor against all claims of third parties that result from breaches against § 2 of this agreement. If the Licensor should incur material and/or immaterial damage nevertheless, it is free, among others, to demand a contractual penalty pursuant to § 5 from the Customer.

§ 3 Usage fee

The usage right is granted pursuant to the Verification Agreement for a license fee.

§ 4 Loss of the usage right

- (1) The Customer may use the Verification Label until the ordinary expiry, withdrawal, revocation or the declaration of invalidity of the Verification Statement issued pursuant to the Verification Agreement. If the Verification Statement is declared invalid for a restricted period during the term of contract or its validity is suspended and/or terminated by a contractual party, this also applies for the granting of the usage right from these Terms and Conditions of Usage. The Customer undertakes to cease any usage of the Verification Label immediately after the end of its usage right.
- (2) In the event of the ordinary expiry of the Verification Statement, the Customer has the right to market the stock inventory of its Contractual Product using the Verification Label on its outer packaging for Advertising for a period of 6 months from the expiry of the Verification Statement, provided that the Contractual Products and its outer packing were manufactured within the period of validity of the Verification Statement. All Contractual Products manufactured after the ordinary expiry of the Verification Statement are expressly not covered by this exception. The Customer also has to ensure that the aforementioned sell-off period is granted by its own customers. For all other cases mentioned in § 4 (1) – such as withdrawal, revocation, invalidation, etc. – it is clarified that the provision of § 4 (2) does not apply.
- (3) The Licensor is entitled to terminate the permission pursuant to § 1 with effect for the future if the Customer attacks the Verification Label and the Trademark contained therein or supports a third party in such an attack. Irrespective of the regulations above, the Licensor has the right at any time to prohibit the usage of the Verification Label forming the subject of the contract with immediate effect in the event of any culpable breach by the Customer against its obligations arising from these Terms and Conditions of Usage, including Annex 1.

§ 5 Contractual penalty, choice of law and place of jurisdiction

- (1) For each legally ascertained culpable breach by the Customer against its obligations under these Terms and Conditions of Usage, the Licensor is entitled to demand an appropriate contractual penalty to be defined by the Licensor for each individual case of a breach and to be reviewed in the event of dispute by the court responsible. The possibility of filing further compensation is unaffected by this. An offsetting of a contractual penalty with any compensation claims is not permitted.

- (2) These Terms and Conditions of Usage are governed by the law of the Federal Republic of Germany. The place of jurisdiction for disputes arising from or in connection with these Terms and Conditions of Usage is Cologne. Amendments and supplements require text form to be legally effective; this applies also to amendments and supplements to this text form provision.