

Edition 01.2019

OEKO-TEX®

Term of Use (ToU)



Content

| | | |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 1 | Purpose..... | 4 |
| 2 | Definitions | 5 |
| 3 | Scope..... | 7 |
| 4 | Initiation of Testing Procedure | 7 |
| 5 | Conditions of Testing, Auditing, Certification, Licensing..... | 8 |
| 6 | Declaration of Conformity, Code of Conduct, Process Audit..... | 9 |
| 6.1 | Declaration of Conformity..... | 9 |
| 6.2 | Code of Conduct..... | 9 |
| 6.3 | Process Audit..... | 9 |
| 7 | Certificate, License, Status Report | 11 |
| 7.1 | Issuing Procedures and Properties of Certificates, Licenses and Status Reports..... | 11 |
| 7.2 | Goods..... | 11 |
| 7.3 | Production Sites..... | 12 |
| 7.4 | Renewal..... | 12 |
| 7.5 | Withdrawal and Misuse of Certificates and Licenses..... | 12 |
| 8 | Active Chemical Products (ACP) | 13 |
| 8.1 | Purpose | 13 |
| 8.2 | Conditions for Inclusion in the ACP-List | 13 |
| 9 | Right to use an OEKO-TEX® Brand or Label | 14 |
| 9.1 | Certificate or License | 14 |
| 9.2 | OEKO-TEX® Standards without Certificate..... | 14 |
| 9.3 | Unauthorised Use of an OEKO-TEX® Brand | 14 |
| 10 | Respecting the Intellectual Property of OEKO-TEX® | 14 |
| 11 | Regulations for the Use of OEKO-TEX® Brands | 15 |
| | The customer must in particular meet the following conditions if he uses OEKO-TEX® Brands on the basis of a Certificate or a Licence: | 15 |
| 11.1 | Principle..... | 15 |
| 11.2 | Use of the OEKO-TEX® Label on Goods..... | 15 |
| 11.2.1 | Intermediate Goods..... | 15 |
| 11.2.2 | End Product | 15 |
| 11.3 | Use of the OEKO-TEX® Labels in Product Advertising..... | 15 |
| 11.4 | Use of the "OEKO-TEX®" trademark or of the respective OEKO-TEX® Standard | 16 |

| | | |
|------|--------------------------------------------------------------|----|
| 11.5 | Use of the Advertising Label in Corporate Communication..... | 16 |
| 11.6 | Use of the OEKO-TEX® Label for Production Sites | 16 |
| 11.7 | Use by Contractually Associated Third Parties..... | 16 |
| 11.8 | Infringements | 16 |
| 12 | Further Obligations concerning the Use of Brands | 17 |
| 12.1 | Cooperation with OEKO-TEX®..... | 17 |
| 12.2 | Obligations to Partner of the Customer | 17 |
| 13 | OEKO-TEX® Quality Assurance | 17 |
| 14 | Privacy Policy | 18 |
| 15 | Data Protection..... | 18 |
| 16 | User Obligations for OEKO-TEX® Platforms | 19 |
| 17 | Liability | 19 |
| 18 | Language | 20 |
| 19 | Applicable Law and Jurisdiction..... | 20 |
| 20 | Final Provisions and Entry into Force of these ToU | 20 |
| | Annex..... | 21 |
| 1 | List of Testing Institutes | 21 |

1 Purpose

- 1.1 OEKO-TEX® Service GmbH (OEKO-TEX®), Zurich, offers companies various certifications and services to have their products tested by independent approved Testing Institutes and to optimise their production conditions and supply chain with a view to greater sustainability. The focus of its activities is on testing, auditing, certification and licensing in accordance with the OEKO-TEX® Standards. The "OEKO-TEX®" label is registered and protected worldwide as a trademark.
- 1.2 The Testing Institutes approved by OEKO-TEX® (see Annex 1) test product samples and audit production sites according to the criteria of one of the offered OEKO-TEX® Standards. Depending on the OEKO-TEX® Standard, OEKO-TEX® issues a Certificate authorising the use of the OEKO-TEX® Label, grants a Licence to use the OEKO-TEX® Label or provides a Status Report.
- 1.3 These Terms of Use (ToU) govern the legal relationship between OEKO-TEX® and its customers, in particular with regard to the conditions for the issuing and use of OEKO-TEX® Certificates and Licences respectively the authorisation to use the OEKO-TEX® Label.
- 1.4 OEKO-TEX® publishes these ToU for all OEKO-TEX® Standards,
 - to ensure uniform issuing and use of the various OEKO-TEX® Brands, and
 - to inform interested third parties (companies, consumers, sales platforms, associations, media, etc.) about the conditions under which the OEKO-TEX® Brands are made available to the public.

2 Definitions

The terms used in these ToU are as follows:

| | |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ACP | Active Chemical Products are modified polymers, preparations and chemical substances used in the textile industry which are incorporated into fibres or added at a later stage of production. |
| ToU | the present Terms of Use. |
| Testing Institute | is an institute approved by OEKO-TEX® Service GmbH which is authorised to provide tests, audits and other services in connection with OEKO-TEX® products. |
| OEKO-TEX® Account | is the self-service portal provided by OEKO-TEX®, which allows a customer to access the "MySTeP database" and other services. |
| OEKO-TEX® Label | means the trademark "OEKO-TEX®" together with the label of the corresponding OEKO-TEX® Standard, the Certificate number, the Testing Institute, claim and OEKO-TEX® Website. |
| OEKO-TEX® Brand | includes the trademark "OEKO-TEX®", which is internationally protected. |
| OEKO-TEX® | is the company OEKO-TEX® Service GmbH based in Zurich, Switzerland, which is entitled to grant rights of use to the OEKO-TEX® trademark and the OEKO-TEX® Label. |
| OEKO-TEX® Association | refers to the "International Association for Research and Testing in the Field of Textile and Leather Ecology" consisting of OEKO-TEX® Service GmbH and the Testing Institutes approved by it. |
| OEKO-TEX® Standards | are technical criteria and manufacturing conditions for products and companies issued by OEKO-TEX®. |
| Test Report | is a report that indicates whether a product meets the criteria of an OEKO-TEX® Standard. |
| Audit Report | is a report that provides information on whether a company fulfils the criteria of an OEKO-TEX® Standard. |

Status Report

is a report on the performance of a company in accordance with a particular OEKO-TEX® Standard.

Certificate

is the confirmation of compliance with the criteria prescribed by an OEKO-TEX® Standard and entitles the holder to use the OEKO-TEX® Label.

3 Scope

- 3.1 These ToU apply to all OEKO-TEX® Standards and their brands. A current list of OEKO-TEX® Standards can be found on the website www.oeko-tex.com.
- 3.2 These ToU govern the legal relationship between the customer and OEKO-TEX®. Together with the General Terms and Conditions of the Testing Institutes and the OEKO-TEX® Standards, they form the complete legal basis for the offers and services of the OEKO-TEX® Association.

4 Initiation of Testing Procedure

- 4.1 The customer may submit an application for testing, auditing and certification or licensing, or for the preparation of a Status Report to a Testing Institute or to OEKO-TEX®. The application can be filled out online (www.oeko-tex.com) or in writing. By submitting the signed or authorised application, the customer confirms the accuracy of the information submitted.
- 4.2 In the case of applications submitted directly to OEKO-TEX®, OEKO-TEX® shall arrange for an approved Testing Institute for the customer. The Testing Institute may conclude a contract with the customer for the testing of goods, auditing of a premises or preparation of a Status Report on the basis of an OEKO-TEX® Standard. The approved Testing Institute is not obliged to conclude a contract with the customer.
- 4.3 The Testing Institute dealing with the application checks the application for completeness and - as far as possible - for correctness of the information provided. It may request further information and documents, if relevant.
- 4.4 Testing and/or auditing shall be carried out in accordance with these ToU, the applicable OEKO-TEX® Standards and the contract concluded with the Testing Institute.
- 4.5 Upon submission of the application by the customer to OEKO-TEX® or a Testing Institute, these ToU as well as the standard specific documents applicable to the customer's application become legally binding.

5 Conditions of Testing, Auditing, Certification, Licensing

- 5.1 The conditions and criteria (e.g. limit values, etc.) of the corresponding OEKO-TEX® standard at the time of submission of the application are decisive for testing and/or auditing and/or certification and/or licensing. Deviating regulations in the applicable OEKO-TEX® standard remain reserved.

Compliance with the specific standards is checked on the basis of tests carried out by an approved Testing Institute or by OEKO-TEX®. If the conditions and criteria are met, OEKO-TEX® can, depending on the OEKO-TEX® Standard, issue a Certificate, a Licence or a Status Report to the customer.

The Certificate and the Licence entitle the customer to use the corresponding OEKO-TEX® Label for the period of validity of the Certificate or Licence in accordance with these ToU, the applicable statutes and regulations and/or the licence agreement.

- 5.2 The customer (applicant) must at all times comply with the conditions and criteria laid down in the relevant OEKO-TEX® Standard.
- 5.3 If the customer does not comply with the conditions or criteria specified in the relevant OEKO-TEX® Standard, OEKO-TEX® reserves the right to terminate the contractual relationship with the customer, withdraw the relevant Certificates and Licences and block access to the relevant OEKO-TEX® accounts.

6 Declaration of Conformity, Code of Conduct, Process Audit

6.1 Declaration of Conformity

- 6.1.1 If an OEKO-TEX® Standard requires a declaration of conformity in addition to the application, this must be declared using the form provided by OEKO-TEX® and submitted to the responsible Testing Institute.
- 6.1.2 By submitting a declaration of conformity, the customer (applicant) is obliged to uphold the test results of the test sample for all certified products. If a discrepancy is found between a subsequently tested product sample and the test sample which results in non-compliance with the criteria of the relevant standard, OEKO-TEX® may withdraw the Certificate and the authorisation to use the corresponding OEKO-TEX® Brands or the OEKO-TEX® Label with immediate effect in accordance with section 7.5.
- 6.1.3 The customer is obliged to notify OEKO-TEX® and the responsible Testing Institute without delay if changes occur to the materials and their mixtures, technical processes, formulations or supply relationships. If this obligation is disregarded, OEKO-TEX® may withdraw the customer's Certificate or Licence and the associated authorisation to use the corresponding OEKO-TEX® Brands or the corresponding OEKO-TEX® Label with immediate effect in accordance with section 7.5.
- 6.1.4 OEKO-TEX® and the responsible Testing Institute may require the customer to submit a new declaration of conformity at any time.
- 6.1.5 The customer shall explain to OEKO-TEX® and the responsible Testing Institute what precautions (e.g. quality assurance system) he has taken to ensure the conformity of the respective certified product or plant with the required conditions and criteria for the duration of the Certificate or Licence or Status Report. With his declaration of conformity, the customer confirms that he is in a position to permanently ensure the implementation of the precautions taken.

6.2 Code of Conduct

- 6.2.1 By submitting his application for examination, the customer agrees to the Code of Conduct stipulated in the respective OEKO-TEX® Standard, if available. The customer thus undertakes to comply with the principles laid down in the respective Code of Conduct.

6.3 Process Audit

- 6.3.1 If an OEKO-TEX® Standard requires announced or unannounced audits, the Testing Institute must check the production processes and quality assurance measures on site. The costs of the audit will be charged to the customer. Every customer is checked in this manner at least every three years.
- 6.3.2 The customer accepts that auditors of the Testing Institutes or OEKO-TEX® may visit their premises with regard to an ongoing certification or licensing process to conduct an audit in accordance with the requirements of the audit protocol of the respective OEKO-TEX® Standard. The same applies to recurring audits pursuant to Section 6.3.1.

-
- 6.3.3 Insofar as audits are intended for certification, the customer agrees that during the certification process and during the validity period of the corresponding OEKO-TEX® Certificate one or more auditors of a Testing Institute authorised by OEKO-TEX® may visit all relevant operations of the Client on working days during normal operating hours at any time as announced (i.e. with prior written notice) or unannounced. The customer supports the audits and grants the auditors access to all the areas they require. They ensure that auditors have access to all the information they need. If the customer does not comply with his obligation to cooperate, the issuing of the Certificate or the license can be refused or an already issued Certificate or license can be withdrawn.
- 6.3.4 During the audit, the auditor is allowed to take photographs exclusively for documentation purposes. This includes in particular all areas relating to environmental protection, occupational safety, social working conditions and preventive measures. The pictures taken are used exclusively for the internal documentation of OEKO-TEX® or the Testing Institute. Trade secrets are protected. During the audits, the auditors are allowed to conduct interviews with workers. These conversations should take place in a private room without other employees of the company being present. The workers to be interviewed are selected exclusively by the auditors. Furthermore, the auditor is permitted to take random samples (e.g. material or waste water samples) or to request their examination.
- 6.3.5 If access for an audit is denied, a repeat audit will be invoiced. In the event of persistent refusal to grant access, the Certificate or Licence and thus the authorisation to label goods or a production site with certain OEKO-TEX® Labels may be refused or withdrawn with immediate effect.
- 6.3.6 If, in the course of an announced or unannounced audit, it is found that the criteria of the applicable standard are not met, OEKO-TEX® may refuse to issue a Certificate or a Licence, or may withdraw the Certificate or the Licence and the associated right to use the OEKO-TEX® Label in accordance with Section 7.5 with immediate effect.

7 Certificate, License, Status Report

7.1 Issuing Procedures and Properties of Certificates, Licenses and Status Reports

- 7.1.1 The Testing Institute checks whether the criteria and conditions for the respective OEKO-TEX® Standard are met. Depending on the applicable standard, it documents its findings in a Test Report or Audit Report, or records the test results in a Status Report.
- 7.1.2 The issue of a Certificate requires a Test Report or Audit Report. A Licence may be issued on the basis of certified products and/or operations.
- 7.1.3 An OEKO-TEX® Certificate entitles the customer to use the OEKO-TEX® Label for the certified product or operation for the duration of its validity. It certifies that the criteria and conditions specified in the relevant OEKO-TEX® Standard have been determined to have been fulfilled within the framework of a product test or an operational audit.

Each Certificate is assigned a number upon initial issuance that does not change if the Certificate is seamlessly renewed. This number is shown on the OEKO-TEX® Label. If a Certificate is not seamlessly renewed, the customer has no right to be able to continue the number assigned when the Certificate was first issued. If an OEKO-TEX® Label is used, the customer must comply with the current brand statutes and regulations applicable to the respective label and the current ToU.

- 7.1.4 A Licence is the non-exclusive authorisation contractually granted to the client by OEKO-TEX® as the trademark owner or as the licensee to use the OEKO-TEX® Label intended in accordance with the applicable OEKO-TEX® Standard for the product or operation tested in each case, taking into account the provisions of the OEKO-TEX® Standard applicable in each case, these ToU and any separate contractual agreements.

7.2 Goods

- 7.2.1 For products, the validity period of a Certificate or license is a maximum of 12 calendar months from the date of issuance of the Certificate or license.
- 7.2.2 If the conditions or criteria of an OEKO-TEX® Standard change, the validity of the Certificate or licence shall remain valid until their expiry. A Certificate always refers to the conditions and criteria applicable at the time the Certificate is issued or to those referred to in the Test Report on which the Certificate is based.

By applying for a renewal of a Certificate or Licence, the customer accepts any updated conditions and criteria of the respective OEKO-TEX® Standard.

7.3 Production Sites

- 7.3.1 The period of validity of a Certificate for a production site is limited to a maximum of 36 calendar months from its issue date.
- 7.3.2 If the conditions or criteria of an OEKO-TEX® Standard for the certification of a production site change during the term of the Certificate, the new conditions and criteria shall apply to control audits. With their consent to a control audit, the customer (applicant) acknowledges the current conditions and criteria.
- 7.3.3 Status Reports are valid for the reference date specified therein.

7.4 Renewal

- 7.4.1 Upon expiration of a Certificate or license, the customer is entitled to request a renewal. An application for renewal shall be subject to the rules and conditions set out in section 4 of these ToU. The Certificate number shall be retained subject to section 7.1.3 of these ToU.
- 7.4.2 Test and Audit Reports as well as Status Reports cannot be renewed but must be applied for again. They always receive a new number.

7.5 Withdrawal and Misuse of Certificates and Licenses

- 7.5.1 A Certificate that has expired or been withdrawn by OEKO-TEX® or license that has expired, been cancelled or withdrawn may no longer be used and be referred to. Upon termination, withdrawal or expiry of a Certificate or Licence, all rights of use relating to the associated OEKO-TEX® Brands or OEKO-TEX® Label shall become invalid.
- 7.5.2 Withdrawal shall be communicated by written notice to the address indicated in the application. OEKO-TEX® is entitled to publish the withdrawal of Certificates and Licences.
- 7.5.3 A Certificate or Licence shall be withdrawn by OEKO-TEX® if it is established that the information provided by the customer is or was incorrect, or if a change in the technical or production-related criteria applied is not immediately reported to OEKO-TEX® and/or the responsible Testing Institute. A Certificate or Licence is also withdrawn if the certified goods or sites no longer meet the conditions and criteria of the relevant OEKO-TEX® Standard.
- 7.5.4 If the customer significantly changes a certified product or certified operating procedures without prior approval of OEKO-TEX®, the Certificate and thus the authorisation to use the relevant OEKO-TEX® Labels can be withdrawn with immediate effect.
- 7.5.5 OEKO-TEX® can only reinstate withdrawn Certificates and Licences if the cause of the withdrawal has been rectified and the measures taken in this regard have been documented and forwarded to the responsible Testing Institute. The measures taken and their implementation are checked on site, if deemed necessary by OEKO-TEX®. The corresponding costs will be charged to the customer.
- 7.5.6 OEKO-TEX® is entitled to prosecute any misuse of an issued Certificate, a Licence or associated trademarks with all available legal means.

8 Aktive Chemical Products (ACP)

8.1 Purpose

- 8.1.1 A customer may only use ACP for the manufacture and processing of OEKO-TEX® certified products (up to the recommended maximum concentration in the finished textile) which are recognised by OEKO-TEX® and listed in its list of approved ACP ("ACP-List").
- 8.1.2 OEKO-TEX® recognises and includes ACP in its list only if they have been assessed by independent toxicologists and found to be harmless to human health if used as designated and intended.
- 8.1.3 A list of all ACP approved by OEKO-TEX® is available on www.oeko-tex.com.
- 8.1.4 The ACP listed in the ACP-List comply with the current European legislation pursuant to Article 95(2) of the Biocides Ordinance (Regulation (EU) No. 528/2012).

8.2 Conditions for Inclusion in the ACP-List

- 8.2.1 ACP can be recognised by OEKO-TEX® at the request of a customer. The ACP application must be submitted to OEKO-TEX® with supplementary documentation. OEKO-TEX® can forward a fully completed application to at least two toxicologists who are independent of each other and the Testing Institutes. The toxicologists shall check the ACP for their harmlessness to human health if the products are used as designated and intended. If ACP are considered harmless by the toxicologists, a confirmation report can be issued to the customer and the ACP can be added to the ACP-List. The assessment and entry shall be at the expense of the applicant.
- 8.2.2 The ACP included in the ACP-List are not to be understood as products recommended or certified by OEKO-TEX®. OEKO-TEX® disclaims any liability for such entries. The inclusion in the ACP-List is at the sole responsibility of the applicant.
- 8.2.3 The inclusion in the ACP-List shall be for an unlimited period of time. The validity of the test result of the listed ACP can be regularly checked by OEKO-TEX®.
- 8.2.4 OEKO-TEX® reserves the right to remove ACP from the ACP list based on new scientific findings at its own discretion and without informing the applicant. No legal rights can be derived from the removal of ACP from the list.
- 8.2.5 An entry by ACP in the ACP-List of OEKO-TEX® does not authorise the use of an OEKO-TEX® Brand.

9 Right to use an OEKO-TEX® Brand or Label

9.1 Certificate or License

- 9.1.1 The issuing of a Certificate or the grant of a Licence entitles the customer to mark and advertise the certified respectively tested goods or production sites with the corresponding OEKO-TEX® Label in compliance with the applicable OEKO-TEX® Standard, the brand statutes and regulations as well as these ToU.
- 9.1.2 The right to use an OEKO-TEX® Label is tied to the validity of the corresponding Certificate or Licence. If the validity of the Certificate or Licence expires, or if the Certificate or Licence is withdrawn in accordance with these ToU, the authorisation to use the corresponding OEKO-TEX® Brand or the OEKO-TEX® Label shall also expire with immediate effect.

9.2 OEKO-TEX® Standards without Certificate

- 9.2.1 Where an OEKO-TEX® Standard only provides for the issue of a Status Report, OEKO-TEX® does not grant a Licence to use OEKO-TEX® Brands and the customer is prohibited from using OEKO-TEX® Brands.

9.3 Unauthorised Use of an OEKO-TEX® Brand

- 9.3.1 If a product or a production site is marked with an OEKO-TEX® Brand or Label despite withdrawal of the Certificate or Licence, OEKO-TEX® shall be entitled to publish the withdrawal of the Certificate or Licence in an appropriate manner and/or to take legal action following an unsuccessful cease-and-desist request. The same shall apply in the event of any other inadmissible use of brands of OEKO-TEX®.

10 Respecting the Intellectual Property of OEKO-TEX®

The issue of a Certificate or the granting of a licence does not grant the customer any powers or rights to the OEKO-TEX® Standards beyond those mentioned in section 9 above. As the licensee, the customer is obligated to comply with the provisions of the OEKO-TEX® Standards as well as the statutes and regulations, licensing and other conditions concerning the rights to use OEKO-TEX® Brands granted to him based on these ToU at all times.

11 Regulations for the Use of OEKO-TEX® Brands

The customer must in particular meet the following conditions if he uses OEKO-TEX® Brands on the basis of a Certificate or a Licence:

11.1 Principle

11.1.1 The use of the OEKO-TEX® Brands must not give the impression that more or different goods and/or companies are certified or licensed than is actually the case.

11.1.2 The OEKO-TEX® Brands may only be used as labels in the form provided by OEKO-TEX®. The use of individual label components (e.g. umbrella brand "OEKO-TEX®", logo, name and/or icon of the individual OEKO-TEX® Standards) is prohibited unless explicitly allowed (see Section 11.4). If in doubt, the written consent of OEKO-TEX® (info@oeko-tex.com) must be obtained prior to any particular use.

11.1.3 The information on the graphic design and use of the OEKO-TEX® Label for the individual OEKO-TEX® Standards is set out in the annex to the respective standard.

11.1.4 The customer acknowledges that compliance with the instructions for use specified in this section is essential for the use of the OEKO-TEX® Brands (trademarks, labels, etc.). A violation may lead to the withdrawal of the Certificate or license and thus to the expiration of the license and the right to use the respective brand.

11.2 Use of the OEKO-TEX® Label on Goods

11.2.1 Intermediate Goods

If the certified good is an intermediate product or component, the OEKO-TEX® Label must be affixed to the packaging of the intermediate product or component.

11.2.2 End Product

The Label of a corresponding OEKO-TEX® Standard must be affixed to the products themselves as far as possible. If the certified goods are end products, the corresponding label shall be affixed to the goods themselves or to their direct packaging.

An OEKO-TEX® Label may only be affixed to an end product if the end product itself has been certified. If only all components or intermediate products are certified, but not the end product itself, no OEKO-TEX® Label may be affixed.

11.3 Use of the OEKO-TEX® Labels in Product Advertising

If an OEKO-TEX® Label is used not only directly on goods and their packaging, but also for advertising purposes, only those goods may be advertised with an OEKO-TEX® Label which are actually certified. The connection with the certified product must be recognizable at all times and for everyone. For example, an OEKO-TEX® Label may only be displayed in brochures, catalogues, online shops or other media in connection with the product whose Certificate number or product ID it bears.

In the case of printed advertising, the OEKO-TEX® Label must be placed next to the certified products. If the Label itself is not reproduced, the correct indication of the Certificate number or product ID and Testing Institute must be included.

11.4 Use of the "OEKO-TEX®" trademark or of the respective OEKO-TEX® Standard

The use of the "OEKO-TEX®" trademark in advertising as written text is only permitted in combination with the indication of the corresponding OEKO-TEX® Standard and must always contain the reference ®.

The use of the trademark "OEKO-TEX®" in combination with the indication of the corresponding OEKO-TEX® Standard in a written text is only permitted insofar as this refers directly to the certified goods or the certified company.

In all cases, the designation "OEKO-TEX®" must always be used with the ® symbol.

11.5 Use of the Advertising Label in Corporate Communication

The advertising label shows the logo of the relevant OEKO-TEX® Standard and a corresponding number. The customer may use his advertising label for his non-article-specific advertising (company-related advertising). An advertising label is intended exclusively for brand companies and dealers who have at least one valid OEKO-TEX® Certificate or OEKO-TEX® Licence. Intermediate and end products may not be labelled with an advertising label.

11.6 Use of the OEKO-TEX® Label for Production Sites

The customer may use the OEKO-TEX® Label in accordance with the relevant valid Certificate for company-related advertising. Intermediate and end products may not be labelled with a label for production sites. The customer is not authorized to pass on the label or the license for his company certification to third parties.

11.7 Use by Contractually Associated Third Parties

The customer is obliged to inform his contract partners about the correct use of the OEKO-TEX® Brand and the OEKO-TEX® Label in accordance with these ToU, the applicable OEKO-TEX® Standards and the labelling rules contained in this section 11 and to regularly check compliance with these provisions and labelling rules to a reasonable extent. The contract partners are prohibited from making changes to labels affixed by the Certificate holder.

11.8 Infringements

If the customer violates these ToU or the corresponding regulations and rules in accordance with the Standard applicable to him, OEKO-TEX® shall issue a warning to him and request him to remedy the violation within 30 days.

If the violation is not remedied within the set period, OEKO-TEX® reserves the right to withdraw the Certificate or the Licence or to refuse a renewal and to take legal action against the breach of contract and unauthorised use of the OEKO-TEX® Brands.

12 Further Obligations concerning the Use of Brands

12.1 Cooperation with OEKO-TEX®

12.1.1 If a Testing Institute or a customer suspects incorrect use of a label, or an infringement or misuse of a trademark, or if a Testing Institute or a customer has information or documents which could assist OEKO-TEX® in enforcing intellectual property rights, the Testing Institute or customer is obligated to inform OEKO-TEX® immediately and to make this information or these documents available to OEKO-TEX®. The same applies if a Testing Institute or a customer becomes aware of misuse in the use of OEKO-TEX® Certificates, Test or Audit Reports and/or Status Reports.

12.1.2 If the customer is aware of circumstances which indicate incompatibility of the production conditions for the manufacture of raw materials or semi-finished products from which his certified textiles or chemical products are manufactured with production standards applicable in Western industrialized countries, he is obligated to notify OEKO-TEX® of these circumstances without delay.

12.2 Obligations to Partner of the Customer

The customer is obligated to contractually bind his partners to the labelling rules and other regulations related to the use of the OEKO-TEX® Brands as well as to these ToU. In case contract partners violate the labelling rules, the customer is obligated to require the partner concerned to comply with the labelling rules.

13 OEKO-TEX® Quality Assurance

OEKO-TEX® is entitled, during the term of the Certificate or Licence, to carry out up to two random checks or audits on the certified and/or licensed products or production sites or to have them carried out by third parties. If a deviation from the underlying conditions and criteria of the corresponding OEKO-TEX® Standard is found, OEKO-TEX® may immediately withdraw the Certificate and/or the Licence and thus the right to label the goods or the company with the relevant OEKO-TEX® Brand and/or Label.

14 Privacy Policy

- 14.1 All information and data exchanged between the customer and OEKO-TEX® and the Testing Institutes, including test documents, test results and reports, etc. shall be treated confidentially by the contract partners and shall only be used for the purpose intended by the contractual relationship and shall not be made accessible to unauthorised third parties. No measures shall be taken which could lead to publication unless expressly provided for in these ToU.
- 14.2 Information which was already in the recipient's possession before it was disclosed by one of the parties, is already in the public domain at the time the contract was concluded or subsequently becomes publicly known through no fault of the recipient shall be exempt from the secrecy and restricted use obligation imposed by Section 14.1. Furthermore excluded is information, which the recipient has to disclose due to a legal obligation, provided that in such cases the recipient shall, if possible, inform the other party prior to such disclosure and try to agree with the other party on the smallest possible extent of such disclosure.

15 Data Protection

- 15.1 OEKO-TEX® processes personal data of the customer for the proper fulfilment of orders and for its own purposes. Insofar as the customer is an individual, the legal grounds for such data processing is given by OEKO-TEX® obligation to fulfill the contract or to implement pre-contractual measures. OEKO-TEX® also relies on its legitimate interest in being able to fulfil the contract with the respective customer. The customer assures that he has taken all necessary measures (e.g. information or consent of employees) to enable OEKO-TEX® to process data in accordance with these Terms of Use. Data processing complies with all applicable data protection requirements.
- 15.2 The customer acknowledges that the data transmitted by him can be exchanged, processed and stored by and between OEKO-TEX® and the responsible Testing Institute within the framework of the respective contractual relationship and the statutory provisions for the above-mentioned or for own purposes. For transmissions to Testing Institutes outside Switzerland and the EU, OEKO-TEX® takes the necessary measures to protect personal data (such as adequacy resolutions, standard contract clauses or certifications), which the customer can view on request.
- 15.3 Data shall be stored in accordance with the applicable data protection law and only for as long as the respective purpose requires, as OEKO-TEX® is legally obligated to do so or as long as there is another legitimate interest (e.g. for purposes of proof). In addition, service providers are obligated to comply with data protection regulations by means of data processing contracts.
- 15.4 OEKO-TEX® creates statistics and benchmarks from individually specified data. The data is only presented in anonymous or aggregated form.

16 User Obligations for OEKO-TEX® Platforms

- 16.1 The user of an OEKO-TEX® platform undertakes to ensure that the system provided by OEKO-TEX® functions properly by using his software and hardware and, in particular, to comply with any separate terms and conditions for the OEKO-TEX® platform.
- 16.2 The user must inform OEKO-TEX® immediately if he becomes aware of an acute or imminent impairment, malfunction and/or damage to an OEKO-TEX® platform.
- 16.3 The user is not permitted to pass on the access data to unauthorised third parties.

17 Liability

- 17.1 OEKO-TEX® excludes any warranty and liability to the extent permitted by law.

OEKO-TEX® does not guarantee the trouble- or error-free performance of testing, auditing, certification and/or licensing services nor the correctness or completeness of the work results.
- 17.2 OEKO-TEX® in particular assumes no liability for claims or liabilities of any kind arising from technical failures, disclosure of data due to transmission errors, unauthorised and unlawful access by third parties, or as a result of other actions or omissions which are beyond the ordinary scope of OEKO-TEX®'s control.
- 17.3 OEKO-TEX® certifies and licenses exclusively according to the conditions and criteria of the various OEKO-TEX® Standards. The respective certification does not confirm any characteristics of the certified goods and production sites other than those which are the subject of testing, auditing, certification or licensing.
- 17.4 In particular, OEKO-TEX® shall not be liable for losses, claims or damages incurred by the customer or a third party (in whole or in part) as a result of outdated, incorrect or incomplete information provided by the customer or as a result of non-compliance with the prescribed standards or non-compliance with the instructions of OEKO-TEX® or a Testing Institute.
- 17.5 The liability of OEKO-TEX® for indirect and unforeseeable damage, loss of production and use, loss of profit, loss of savings and financial loss due to claims by third parties is excluded in the case of simple negligence - except in the case of loss of life, injury to limb or health or in the case of claims arising from product liability. The same applies to breaches of duty by subcontractors/agents.
- 17.6 The customer shall indemnify OEKO-TEX® and the Testing Institutes against all losses, damages, claims and expenses resulting from an intentional or negligent breach of these ToU for which he is responsible.
- 17.7 OEKO-TEX® accepts no liability for the correctness and completeness of Certificates issued by third parties and used in the context of tests, audits, certifications and licensing.

18 Language

These ToU are drawn up in German and English. In the event of discrepancies or ambiguities between the texts, the German version shall prevail.

The same rule applies to the specific documents of the OEKO-TEX® Standards. For documents published in German and English, the German version has priority.

19 Applicable Law and Jurisdiction

These ToU and any disputes arising therefrom shall be subject to Swiss law to the exclusion of the conflict-of-law provisions of Swiss law. The exclusive place of jurisdiction shall be the competent courts in Zurich, Switzerland. However, OEKO-TEX® is also entitled to bring an action at the registered office of a customer or a Testing Institute.

20 Final Provisions and Entry into Force of these ToU

20.1 OEKO-TEX® reserves the right to change these ToU at any time. Subsequent changes shall become part of the contract if the customer has been informed of the changes and continues the business relationship unchanged, expressly agrees to the changes or does not expressly reject them within 30 working days of notification of the changes by OEKO-TEX®.

20.2 The current ToU can be consulted online at www.oeko-tex.com.

20.3 These ToU shall enter into force on 1st January 2019.

Annex

1 List of Testing Institutes