

General Terms and Conditions

1. SCOPE OF VALIDITY

1.1 The following terms are used in these General Terms and Conditions with the following meanings:

“Entrepreneur” is any contractual partner who concludes the contract while exercising their commercial or independent professional activity. “Consumer” is any contractual partner who concludes the contract for a purpose that, predominantly, can neither be assigned to their commercial nor their independent professional activity.

1.2 All offers, services and deliveries of eco-INSTITUT Germany GmbH (“Contractor”), i.e. in particular laboratory tests (analysis service, material testing), evaluation of production processes, certifications with the “eco-INSTITUT label” or another national or international quality seal of a third-party provider, including the preparation of laboratory reports, assessments and expert opinions, are carried out exclusively on the basis of these General Terms and Conditions. The terms and conditions are an integral part of all contracts concluded by the Contractor with the respective client (“Client”) for the services or deliveries offered by the Contractor. These terms and conditions also apply if the Contractor carries out their services without reservation in the knowledge of conflicting or deviating terms and conditions of the Client. With regard to entrepreneurs and legal entities under public law, these terms and conditions also apply to all future business relationships.

1.3 Any conflicting or deviating terms and conditions of the Client will only become part of the contract if the Contractor expressly acknowledges them in writing.

1.4 In addition to these terms and conditions, the “Testing and Certification Regulations” (“TCR”) apply to the testing and certification activities of the Contractor. In the event of any contradictions between these terms and conditions and the TCR, the provisions of the TCR take precedence.

2. QUOTATIONS; CONCLUSION OF CONTRACT

2.1 All quotations by the Contractor are subject to change and non-binding unless they are expressly indicated as binding or contain a specific deadline for acceptance.

2.2 A contract with the Contractor will not be deemed to have been concluded until the Client accepts an offer by the Contractor without reservation or receives a written order confirmation from the Contractor or the Contractor begins to perform the service. If the Contractor issues a written order confirmation, this will be decisive for the content and scope of the contract, unless expressly agreed otherwise.

2.3 The contract concluded in writing, including these General Terms and Conditions, will be solely decisive for the legal relationship between the Contractor and the Client. This fully reflects all agreements between the parties on the subject of the contract. Verbal commitments by the Contractor prior to the conclusion of this contract will be legally non-binding and verbal agreements by the parties will be replaced by the written contract, unless it is expressly stated in each case that they continue to apply on a binding basis. Additions and amendments to the agreements concluded, including these General Terms and Conditions, must be made in writing to be effective.

2.4 In the event that the Contractor is called upon to provide their expert opinion, the subject of the expert report and its intended use will be specified in writing when placing the order. It should be noted that expert reports commissioned by the Client are private reports that cannot achieve the effects of an expert opinion in court-ordered independent proceedings for the preservation of evidence (Section 485 ff of the German Civil Process Order (ZPO).

3. PERFORMANCE OF THE CONTRACT

3.1 The Contractor will render the contractually owed services impartially and to the best of their knowledge and belief.

3.2 The transport and possible return transport of the Client’s items will take place at the Client’s expense and risk. Items will only be returned to the Client if this has been expressly agreed or if the Client expressly requires this in writing. If the Client provides test material to the Contractor, this material will be retained for a period of 3 months after the performance of the last contractually owed service and then disposed of at the Client’s expense. When storing the Client’s items, the Contractor’s liability is limited to their usual standard of care.

3.3 If the performance of the service owed by the Contractor involves interference with items belonging to the Client, the Contractor will not be responsible for providing compensation for any damage or destruction of these items resulting from the contractual performance.

3.4 The Contractor has the right to have the services incumbent upon them carried out by a subcontractor which they consider appropriate, such as an external expert. The Client's obligations set out in this Section 4 also apply to the Contractor's subcontractors. The Client does not have any right of instruction vis-à-vis employees or subcontractors.

3.5 In the event that the Contractor is called upon to provide their expert opinion, the report prepared will be made available to the Client in writing and in a single copy, with the name of the expert responsible for its preparation. Further copies will be invoiced separately to the Client, unless expressly agreed otherwise.

3.6 Notwithstanding the services provided by the Contractor, in particular laboratory testing or other testing or certification activities, including the preparation of expert reports, the Client will continue to be responsible for the warranty for defects for the tested or certified products, for product monitoring obligations and product liability, and the other legal obligations of a manufacturer. In particular, when performing laboratory testing for technical safety, the Contractor provides no guarantee that the tested product is free from other deficiencies, unless this has been expressly agreed.

4. OBLIGATIONS OF THE CLIENT

4.1 Insofar as collaborative actions are required from the Client for the performance of the contract, the Client will provide these in good time and at their own expense. No reimbursement of expenses will take place unless otherwise expressly agreed in writing. If the Client does not comply with the obligations to cooperate or does not comply in time and is therefore in default, the Contractor may invoice the additional expenses incurred by them.

4.2 In the context of collaborative actions in accordance with Section 4.1, the Client will, in particular, fully hand over to or notify the Contractor of all items, documents and/or information relevant for the performance of the contract. There is no obligation on the Contractor to inspect the completeness and correctness of the items, documents or information communicated/provided, unless there is a reason for this, taking into account the circumstances of the individual case, or the inspection has been expressly agreed as a performance obligation by the Contractor.

4.3 If the Client provides the Contractor with products or other materials that are or are intended to be the subject of testing or certification activities, these products/materials must originate from the Client's series production in accordance with the sampling specifications of the Contractor, available at www.eco-institut.de, and must be representative of the products/materials to be tested and/or certified. The Client will provide a corresponding written confirmation by countersigning a sampling form accompanying the products/materials provided.

4.4 Insofar as acceptance has to take place, this cannot be refused by the Client due to insignificant defects. In the event of an acceptance obligation, the Client is obliged to accept the Contractor's services within 14 days of completion and upon request by the Contractor, unless the Client refuses to accept within this period,

stating at least one defect. If the Client does not accept the service within the set period despite the Contractor's request, although they are obliged to do so, the service will be deemed to have been accepted. If the contractual partner is a consumer, the Contractor undertakes to expressly inform the Client, together with the request for acceptance, of the consequences of an undeclared or refused acceptance without stating defects.

5. CONFIDENTIALITY

5.1 The parties are obliged to maintain confidentiality regarding confidential information of the other party. This obligation continues to exist for a period of three (3) years after the termination of the contract. Regardless of the medium in which it is contained, confidential information is considered to be, in particular, products, manufacturing processes, know-how, trade secrets, business relationships, business strategies, business plans, financial planning and personnel matters.

5.2 The confidentiality obligation excludes information for which the receiving party demonstrates that it:

- Belongs to the state of the art at the time of transfer or is publicly known or becomes publicly known after disclosure to the receiving party through no fault of the receiving party;
- Was known to them before the transfer, or
- Was communicated to them by a third party without the third party having breached a duty of professional secrecy which they have assumed vis-à-vis the provider of the information;
- Must be disclosed on the basis of legislation, legal orders, regulatory requirements or final decisions. To the extent legally permissible, the receiving party will inform the disclosing party without undue delay of the relevant decisions by the authorities or the court;
- Has been procured or developed by the receiving party independently of the provider, irrespective of the transfer and without any breach of confidentiality obligations.

5.3 In the event that the Contractor is called upon to provide their expert opinion, the Contractor is also prohibited from using the expert opinion itself or parts thereof for their own purposes.

5.4 The Contractor will retain contract-related documents if there is a legal or official requirement to do so. In addition, the Contractor is entitled to store such documents for documentation purposes; any statutory or contractual surrender claims by the Client remain unaffected.

6. RIGHT OF USE

6.1 The services provided by the Contractor while performing the contract may only be used within the scope of the agreed purpose of use. Unless otherwise agreed, the Contractor grants the Client a non-exclusive, non-transferable right of use for copyrighted services, limited in time and space to the respective purpose of the contract. The Client is not entitled to edit, change or use the services of the Contractor in a modified form or only in part. There is also no right to sublicensing.

6.2 In the event that the Client is granted the right to use the "eco-INSTITUT label" or another national or international quality seal of a third-party provider to the extent agreed in each case, this label or quality seal may only be used for the agreed purpose, in particular the certified product or the certified area, and can only be used in the unmodified form as provided by the Contractor. Any further use of the brands and other labels of the Contractor requires the prior express written consent of the Contractor.

6.3 In the event of a breach by the Client of the obligations of this Section 6, the Client will be obliged to comply with all claims of third parties arising from the use of the services provided by the Contractor, the label "eco-INSTITUT label" or another national or international quality seal of a third-party provider and/or the brands or other labels of the Contractor and indemnify against all related expenses upon first request. This includes, in particular, the appropriate legal defence costs of the Contractor.

6.4 Advertising with test reports

As regards advertising with the Contractor's laboratory reports produced in the context of testing or certification activities, the information "Advertising with test reports", available at <https://www.eco-institut.de/en/advertising/>, also applies.

According to this, the following principles apply to advertising with test reports:

- **Laboratory report without assessment:** The test results in the report refer exclusively to the test specimen submitted by the Client. The report is not permitted to be used in product and company advertising.
- **Laboratory report including assessment according to a legal regulation:** The test results in the report refer exclusively to the test specimen submitted by the Client. The report is not permitted to be used in product and company advertising. The report may be published in full as technical documentation on the Internet with the written consent of the Contractor. The Contractor recommends that the Client repeats the test after 3 years at the latest.
- **Laboratory report including assessment according to a voluntary third-party label (quality seal):** The test results in the report refer exclusively to the test specimen submitted by the Client. The report serves exclusively for submission to the awarding authority for the respective third-party label. The report is not permitted to be used in product and company advertising.

- **Certification:** The report immediately loses its validity upon changes to the composition or the production method of the certified product. The publication of extracts of the inspection report requires the prior written approval of the Contractor.

In the event of any conflict between the information "Advertising with test reports" and these General Terms and Conditions, the Terms and Conditions take precedence.

7. PRICES; PAYMENTS

7.1 The agreed price otherwise invoiced by the Contractor for the service in question, plus VAT at the statutory rate, insofar as this is due, is decisive. In the case of cross-border services, any taxes, fees, duties and other charges (of any kind) incurred for the cross-border service will be borne by the Client. The Client is also required to pay if the laboratory testing and/or certification of the respective product is not successful.

7.2 The agreed remuneration is due within 14 days of receipt of the invoice by the Client.

7.3 Payment instructions, cheques and bills of exchange are only accepted upon special agreement, taking into account all collection and discount charges, and only for the purpose of payment.

7.4 In the event of non-compliance with payment terms, the Contractor is entitled to make all remuneration requests immediately due. This also applies if bills of exchange and cheques are not cashed.

7.5 The Client only has a right to off-setting and retention if their counterclaims have been legally established, are indisputable or recognised in writing by the Contractor. This restriction does not apply to claims of the Client for defects resulting from the same contractual relationship as the Contractor's claim for payment. If the contractual partner is a consumer, they are generally entitled, notwithstanding clause 1, to unrestricted rights of retention due to claims arising from the same contractual relationship.

8. TERMINATION

8.1 The Client and Contractor may terminate the contract at any time for good cause. The termination must be declared in writing.

8.2 Good cause that entitles the Contractor to terminate the contract includes in particular:

- The refusal of the Client to perform the collaborative actions;
- The Client's attempt to influence the provision of services by the Contractor in an unlawful manner;
- The Client's violation of the provisions of the Contractor's Testing and Certification Regulations;

- The use of an expert report prepared by the Contractor or parts thereof outside the agreed purpose;
- Unauthorised publication (dissemination or making available to the public) of an expert report prepared by the Contractor;
- It is established only after the acceptance of the order that the Contractor lacks the expertise necessary to complete the respective order.

8.3 If the contract is terminated for a good cause for which the Contractor is responsible, the Contractor is entitled to remuneration for the partial service performed up to the date of termination only to the extent that it is objectively usable by the Client.

8.4 In all other cases, the Contractor retains the right to the full, contractually agreed remuneration, but following the deduction of any expenses saved. Provided that the Client does not demonstrate a higher share of saved expenses on an individual basis, this will be agreed at 40% of the remuneration for the services not yet provided by the Contractor.

9. DEADLINES AND DATES

9.1 If no binding performance date has been agreed, the Contractor will not be in default until the Client has previously set a reasonable deadline in writing or in text form for providing the service owed without any result. Performance periods will only begin to run from the full performance of all collaborative actions owed by the Client and – if a down payment has been agreed – from the date of its receipt. Subsequent requests for changes or delayed collaborative actions by the Client will extend the performance periods appropriately.

9.2 The Contractor will only be in default if they are responsible for the delay in delivery. In the event of unforeseeable delivery impediments that are not attributable to the Contractor, such as cases of force majeure (in particular strikes, legal lock-outs, operational disruptions, transport hindrances, sickness, including on the part of any upstream suppliers of the Contractor), the Contractor is entitled to postpone performance for the duration of the delivery hindrances. In the event that these delivery hindrances persist for more than six weeks, the Contractor is entitled to withdraw from the contract. In this case, the Client is not entitled to claim damages.

10. WARRANTY

10.1 As a warranty, the Client may initially only require the free rectification of a defective report. This requires a grace period of reasonable duration to be set.

10.2 If no improvements are made within a reasonable period of time or if the rectification fails, the Client may demand the rescission of the contract (conversion) or reduction of the fee (reduction).

10.3 Defects must be communicated to the Contractor in writing immediately after detection; otherwise the warranty claim expires.

10.4 Claims due to defective expert performance become time-barred after one year. The statutory period of limitation commences upon receipt of the report by the Client.

10.5 In the absence of assured properties, the entitlement to claim for damages remains unaffected.

11. LIABILITY

11.1 In the event of intent and gross negligence, liability is subject to the statutory provisions.

11.2 In other cases, unless otherwise stipulated in Section 11.3, liability is only accepted in the event of a breach of a contractual obligation, the fulfilment of which makes the proper performance of the contract possible in the first place and on compliance with which the Client may regularly rely (called a material contractual obligation), and is limited to compensation for predictable and typical damage. Any further liability is excluded subject to the provisions of Section 11.3.

11.3 Liability for damages due to injury to life, limb or health and in accordance with the German Product Liability Act remains unaffected by the preceding liability restrictions and exclusions.

11.4 The aforementioned liability limitations and exclusions include all claims of the Client against the Contractor, their employees, representatives, vicarious agents and their auxiliaries arising from the contract or its execution, including any claims under Section 280 of the German Civil Code (BGB) and recourse claims of the Client.

12. DATA PROTECTION

The processing of personal data is carried out in accordance with the applicable legal provisions, in particular the General Data Protection Regulation and the German Federal Data Protection Act. Regarding the handling of personal data, please refer to the Contractor's privacy policy, which is available at <https://www.eco-institut.de/de/datenschutzerklaerung/>.

13. FINAL PROVISIONS

13.1 The place of fulfilment is the registered office of the Contractor, unless otherwise specified.

13.2 The assignment or pledging of claims to which the Client is entitled from the business relationship with the Contractor is excluded.

13.3 The law of the Federal Republic of Germany applies to contracts between the Contractor and Client, with the exclusion of German International Private Law (Art. 3 to 46 of the Introductory Act to the German Civil Code (EGBGB) inclusive) and the UN Convention on Contracts for the International Sale of Goods. The statutory provisions limiting the choice of law and the applicability of mandatory regulations, in particular those of the country in which the Client as a consumer has their habitual residence, remain unaffected.

13.4 The place of jurisdiction for all claims against merchants, legal entities under public law or special funds under public law arising from the business relationship is the registered office of the Contractor. However, the Contractor is also entitled to sue the Client at their general place of jurisdiction or at the special place of jurisdiction of a branch office.

13.5 The contract will retain its binding effect even if individual provisions or terms should become legally invalid. Insofar as a contract or these General Terms and Conditions contain loopholes, the legally effective provisions which the contractual partners would have agreed upon, had they known about the loophole, in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions will be deemed to have been agreed upon.

13.6 The Contractor does not participate in dispute resolution proceedings before a consumer arbitration board in accordance with the Consumer Dispute Resolution Act (VStGB).

Cologne, March 2021
eco-INSTITUT Germany GmbH

Note: This agreement has been translated from German into English. In case of any dispute, the authoritative version remains the German version.

Data Privacy Statement

For 30 years eco-INSTITUT Germany GmbH has been cooperating with its customers, suppliers and employees in a fair and sustainable way. The responsible handling of your data is important to us and transparency our concern.

PURPOSE

If you collaborate with us we collect your personal data based on article 6 1b) GDPR of the European law. We only gather personal data that are required and necessary to handle your requests. The data is encoded and protected. All stored data are subjected to a period of safekeeping of ten years due to our DIN EN ISO / IEC 17025 accreditation. At the end of the period your data will be deleted.

RIGHTS

At any time you have the right to free information about your stored personal data, their origin and recipient and the purpose of the data processing, as well as a right to correct, block or delete these data. For this purpose as well as for further questions on the subject of personal data you can always contact us at the following address:

eco-INSTITUT Germany GmbH

Schanzenstr. 6 – 20
Carlswerk 1.19
51063 Cologne
Germany

Data Protection Commissioner Agnes Müller

Phone +49 221 931245-0
agnes.mueller@eco-institut.de

If you have the opinion that the processing of your data violates data protection law or if your data protection claims have otherwise been violated in any way, you can complain to the supervisory authority.

Landesbeauftragte für Datenschutz
und Informationsfreiheit Nordrhein-Westfalen

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Germany

Phone +49 211 38424-0
Fax: +49 0211 38424-10
E-Mail: poststelle@ldi.nrw.de

We would like to explain to you what happens when you visit our website, for what purpose we collect which data and what happens with it.

We operate two websites:
www.eco-institut.de and www.eco-institut-label.de. On the website www.eco-institut.de we also run a blog.

In order to best protect your transmitted data, we use SSL encryption for our websites.

COOKIES

Our websites use cookies. These are small text files that are stored on your device using the browser. They do no harm. We use cookies to make our offer user-friendly. Some cookies remain stored on your device until you delete them. They allow us to recognize your browser on your next visit. If you do not want this, you can set up your browser to inform you about the setting of cookies and allow this only in individual cases. The deactivation of cookies may limit the functionality of our websites.

MATAMO

Our websites use functions of the web analysis service Matamo. Cookies are used to analyse the use of the website by its users. Our concern in the sense of the DSGVO (legitimate interest) is the improvement of our offer and our website. The information about the use of our web pages are stored exclusively on our company server (Germany). Your IP address is captured but immediately pseudonymised. As a result, only a rough localisation is possible. You can prevent this by setting up your browser so that no cookies are stored. Information and Matomos applicable privacy policy can be found at <https://matomo.org/privacy/>.

GOOGLE WEBFONTS

For an improved presentation of our websites we use Google webfonts. When you visit our website, these will be transferred to the cache of your browser for use. If your browser does not support this or prevents access, the text will be displayed in a standard font. Please note that when you visit our website, your transmitted data (IP address) can be sent to fonts.googleapis.com or fonts.gstatic.com. We have no influence on this data collection. Information and the applicable Google Webfonts privacy policy can be found at <https://policies.google.com/privacy?hl=en#infocollect>.

SOCIAL MEDIA

We maintain online presence within social networks and platforms in order to communicate with customers, prospects and users active and to inform them about our services. When calling the respective networks and platforms, the terms and conditions and the data processing guidelines apply to their respective operators. To prevent data from simply being forwarded to social networks (Facebook, Twitter, Google +), we do not use social media plugins on our websites.

NEWSLETTER

You have the option of subscribing to a newsletter via our website. For this we need your email address and your consent that you agree with the subscription to the newsletter. Once you have subscribed to the newsletter, we will send you a confirmation email with a link to confirm the registration. The registration for the newsletter will be logged in order to prove the registration process according to the legal requirements. This includes the storage of the registration and confirmation time as well as the IP and email address. Your IP address is captured but immediately pseudonymized.

The newsletter is distributed via "MailChimp", a newsletter shipping platform of Rocket Science Group, LLC, 675 Ponce De Leon Ave # 5000, Atlanta, GA 30308, USA. MailChimp uses the saved email addresses on our behalf. Please note that the retrieval of the newsletter will collect technical information and your IP address, as well as the time of retrieval and activation of links to improve the service of MailChimp. The evaluation can be assigned to you and serves to adapt the content to you and to send content according to your interests. In some cases, we will redirect you to the MailChimp website. Please note that on the website of MailChimp cookies are used, and therefore personal data processed by MailChimp and their partners. We have no influence on this data collection. However, MailChimp is certified under the US-EU privacy shield "Privacy Shield" and is committed to complying with EU data protection requirements. In addition, we have concluded a data processing agreement with MailChimp. In doing so, MailChimp undertakes to process and protect your data in accordance with your privacy policy. Furthermore, MailChimp undertakes in the Agreement not to pass on your stored data to third parties. The privacy policy of MailChimp can be viewed here.

You can cancel the subscription of the newsletter at any time. You will find a link to sign out in the individual newsletters. You can also click on reply when you receive the newsletter and tell us at the address newsletter@eco-institut.de that you want to be

removed from the mailing list. Or you send your request to info@eco-institut.de. We will immediately delete your data in connection with the newsletter dispatch.

NEWSLETTER FOR eco-INITIUT LABEL CUSTOMERS

We reserve the right to send you relevant information that is of legitimate interest to you as eco-INITIUT label holder and that should urgently reach you by email (Article 6, 1f), GDPR). We understand relevant information to mean, for example, changes to the eco-INITIUT label criteria or the eco-INITIUT label certification program. When sending e-mails, we work with the CleverReach GmbH & Co. KG platform based in Schafjückenweg 2, 26180 Rastede. We have concluded an order data processing contract with CleverReach and fully implement the provisions of the General Data Protection Regulation when using CleverReach. To send the newsletter, your email address is stored on CleverReach's servers in Germany or Ireland. The use of CleverReach enables us to analyze the behavior of newsletter recipients. Here, inter alia it is analyzed how many recipients have opened the newsletter message and how often which link in the newsletter was clicked. Further information on data analysis by CleverReach newsletter is available at: <https://www.cleverreach.com/de/funktion/reporting-und-tracking/>

If you do not want to receive the eco-INITIUT Label newsletter, you will find a LINK to unsubscribe in every message.

CONTACT

If you contact us by e-mail, your details will be stored for processing the request and for follow-up questions for 12 months. We will not share this information without your consent.

If there is a cooperation during the contact, we store your data in accordance with our DIN EN ISO / IEC 17025 accreditation for 10 years.

COMMENT

We offer you the opportunity to leave comments on individual blog posts. Leaving a comment will save the comment, the commenting time and your pseudonym. To track comments with illegal content, your IP address and e-mail address will also be saved. This is for our protection, otherwise we are responsible for the content. Your email address and your IP address will not be published. The comments and Data (mentioned below) is stored until the commented content is completely deleted or the comments need to be deleted.

Cologne, dated 2021-02-19,
eco-INITIUT Germany GmbH

Note: This agreement has been translated from German into English. In case of any dispute, the authoritative version remains the German version.

Testing and Certification Regulations (TCR)

Fundamentals

Testing and certification activities are carried out impartially at eco-INSTITUT Germany GmbH and no commercial, financial or other circumstances that endanger impartiality are permitted.

In principle, the certification body makes its services available to all applicants as long as they are covered by the scope of validity of the certification body. The certification body will treat all applicants equally.

1 Scope of validity

eco-INSTITUT Germany GmbH, hereinafter referred to as eco-INSTITUT, operates a testing laboratory in accordance with DIN EN ISO/IEC 17025 and a certification body for products based on the requirements of DIN EN ISO/IEC 17065. The status and scope of validity of accreditation are shown on the homepage at <https://www.eco-institut.de/de/>.

eco-INSTITUT also has notifications from Deutsches Institut für Bautechnik (DIBt).

These Testing and Certification Regulations establish general and specific principles under the legally enforceable agreement with the applicant or client (hereinafter referred to as the Client) for:

- Laboratory testing (analysis service, material testing)
- Assessments of production processes (production facility monitoring/audit)
- Sampling of materials
- Evaluation and certification of products and their components on the basis of national and international standards and regulations or according to the respective certification programmes of eco-INSTITUT

The certification programmes of eco-INSTITUT will be made available to applicants on request.

2 Confidentiality

The testing and certification body has put in place arrangements to ensure that the Client's company and trade secrets and all personal data that have become known to them in the context

of the application and the provision of the service are treated confidentially.

The testing and certification body is entitled to store all data and results obtained in connection with the testing and certification, such as recipes/formulations, model names and measurement results, in files on data carriers and/or in paper form, and to use and process them within the scope of their tasks.

Where the testing and certification body is required by law to do so, or if these TCR or a contractual regulation permit, the testing and certification body may inform other bodies or authorities of results and certificates, in particular of the refusal, restriction, suspension and withdrawal of a certificate. The certificate holder or Client will be informed of this circumstance, unless this is prohibited by law.

Other notified and/or appointed bodies will be informed of the negative and positive results of conformity assessments, provided that the testing and certification body is required to do so by law. Where required by a legal basis, the testing and certification body will provide information on testing and certification to competent authorities on an individual basis. The certificate holder or applicant will be informed of this unless this is prohibited by law.

This notification does not release the Client from their obligations concerning them, which arise, for example, for a manufacturer.

The testing and certification body is entitled to enable appraisers of the accreditator and/or authorising authorities to inspect the documents and participate in conformity assessment activities.

The testing and certification body may publish data and results anonymously (e.g. in the context of scientific publications).

3 Testing

3.1 Testing and sampling

Tests may be commissioned by the Client directly from the testing laboratory, or the tests are carried out as part of a certification process based on the contractually concluded certification agreement and the General Terms and Conditions of eco-INSTITUT; it is the Client's responsibility to supply a sufficient amount of sample material depending on the test order or certification programme. The samples are handed over to eco-INSTITUT free of charge, depending on the test order or certification programme, with further necessary information and documentation (e.g. recipe/formulation, information on sampling).

Sampling may be carried out by the manufacturer, by an eco-INSTITUT representative or by an independent third party, depending on the test order/certification programme.

If necessary, the test laboratory can request further samples free of charge.

Unless otherwise agreed, eco-INSTITUT conducts tests with its own personnel in its own testing laboratory and, with the consent of the Client, with the involvement of third parties. The rules set out in Section 5 apply to subcontracting.

Test samples are tested in accordance with the standards, regulations and rules specified in the test order or certification programme, eco-INSTITUT's test criteria and the requirements agreed with the Client. If no norms, standards or other regulations are available for the nature and scope of the test, the testing laboratory will establish a test procedure with the Client.

3.2 Laboratory report

Upon completion of the test, the Client will receive a laboratory report in accordance with the requirements of DIN EN ISO/IEC 17025 with all the necessary information. A laboratory report may contain results that can lead to a positive or negative assessment. Depending on the type of service requested, laboratory reports can also include assessments.

With regard to the use of laboratory reports, the information "*Advertising with test reports*", available at <https://www.eco-institut.de/en/advertising/>, applies.

A laboratory report relates exclusively and explicitly only to the test specimen submitted by the Client and must therefore not be used as a certificate.

4 Certification

4.1 General information

Certification is based on certification criteria set out for each product in a certification programme. The specific products, certification programmes, manufacturing plants and other key data are set out in the legally enforceable agreement. This is formed from the contract for the provision of certification services, the appendix "*Scope of validity*", these TCR, the General Terms and Conditions, and the schedule of fees as amended.

The certification process is a process with an open outcome that can result in the issuance or non-issuance of the certificate.

4.2 The applicant's application and obligations

The applicant will receive all relevant information about the respective certification process via the homepage ([www.eco-](http://www.eco-institut-label.de)

[institut-label.de](http://www.eco-institut-label.de)) or on request. With a written application, the applicant provides all the necessary information, which is required generally and in accordance with the certification programme. The certification body has the right to request additional information and documents if necessary. Documents must be submitted in German or English; other languages are possible upon consultation with and approval by the certification body. The certification body reserves the right to use certified translators/interpreters at the expense of the Client when inspecting documents and/or evaluating production processes.

If the application has to be rejected by the certification body, the applicant will receive written justification.

In the event of a positive examination of the application by the certification body, both parties sign the contract for the provision of certification services. In doing so, unless otherwise agreed, the applicant undertakes:

- To comply with the certification requirements at all times, including the implementation of corresponding changes, if these are communicated by the certification body (Section 4.4);
- To ensure that, where certification is valid for an ongoing production, the certified product continues to comply with the certification requirements applicable to that product;
- To take all necessary steps to carry out any planned or necessary evaluations (e.g. testing, sampling, evaluation of production processes), including the investigation of complaints and the participation of observers;
- Not to use the certification in a manner that could discredit the certification body, nor to make any comments about the certification that the certification body could consider to be misleading or unjustified;
- In the event of suspension, withdrawal or termination of the certification, to cease the use of all promotional materials related to certification and take the measures required by the certification programme (e.g. return of certificates) and any other necessary measures;
- If the Client provides other certificates, to ensure that these documents are used only as specified in Section 4.3;
- To comply with the requirements of the certification body or as defined in the certification programme when referring to certification in communication media, such as documents, brochures, websites or promotional materials;
- To comply with all requirements relating to the use of marks of conformity and information relating to the product;
- To collect complaints concerning the certified products and keep all records thereof and make such records available to the certification body upon request, free of charge and without undue delay;

- To take appropriate measures in relation to such complaints, as well as to eliminate any defects discovered in the certified products that affect compliance with the certification requirements and to document the measures taken; this may include measures such as quarantining products in the warehouse or recalling products from the market.
- To inform the certification body without undue delay of any changes that could affect their ability to comply with the certification requirements (in particular the legal, economic and organisational status of the Client (including change of name, change of ownership, change of legal form, insolvency), organisation and management (including key positions, decision-making processes or technical staff, changes to the product or production method, contact addresses and production facilities, or significant changes to the quality management system, if this is a requirement) (see Section 4.4);
- Where the Client, as the certificate holder, is not themselves a manufacturer of the certified product, to enter into a contractual agreement with the actual manufacturer regarding compliance with the conditions to be observed in the manufacture of the product, including the toleration of necessary control measures; the certification body reserves the right to review this agreement.
- Not to apply for or maintain certification from another certification body under the same certification programme at the same time for the product to be certified or that has been certified.

A certification programme may include type testing, sampling, laboratory testing, documentary testing and evaluation of production processes.

The issuance of a certificate does not exempt from the legal obligations arising from product liability for any defects in the product. Granted certification does not make any statement regarding the marketability of the tested and certified product.

The maintenance of the certificate may include monitoring measures to monitor continued compliance with certification requirements, depending on the certification programme. In the event of non-compliance, the Client is obliged to demonstrably eliminate this with appropriate corrective measures within a specified period of time. There may be consequences for maintaining certification.

4.3 Certificate and reference to certification

The entitlement to use the certificate applies only to the certificate holder and to the product stated on the certificate and the scope of validity specified therein.

Amendments to certificates issued may only be made by the certification body eco-INITIUT Germany GmbH.

The certificate may only be used in a complete (with appendices) and unchanged form.

The certification body may also allow the use of labels (e.g. the eco-INITIUT label) on the certified product and in product advertising. The terms of use can be found in the Appendices to the TCR.

The reference to certification is subject to the principles set out in Section 4.2; in particular, it is only permissible if the certificate is valid and not suspended.

The certification body of eco-INITIUT Germany GmbH reserves the right to publish certified products. This includes, in particular, the role of “appointed” or “accredited body”. This does not require the certificate holder’s separate consent. eco-INITIUT Germany GmbH publishes the certificates issued on the Internet, if applicable, at <https://www.eco-institut-label.de/en/produkte/>.

The certification body of eco-INITIUT Germany GmbH reserves the right to publish no longer certified products as well as products that are fraudulently advertised and/or marked with the certificate and/or the label (<https://www.eco-institut-label.de/en/label-misuse/>). This does not require the certificate holder’s separate consent.

The certification body of eco-INITIUT Germany GmbH is at least obliged to provide information about the validity of certificates.

4.4 Amendments

Amendments can be made by the certification body or the Client. Amendments made by the certification body may include changes to the certification programme, the test specifications, the TCR, the schedule of fees or the accreditation status of the certification body.

Amendments to the technical requirements and elements of the legally enforceable agreement (i.e. contract, TCR, schedule of fees) will be communicated by the certification body and provided with a transitional period. The timely implementation of amendments by the Client will be assessed using appropriate monitoring measures or upon extension of the certificate. The Client bears the costs.

The amendment of test specifications or certification requirements may require a re-examination of test samples in the current procedure. In particularly justified cases, this also applies to certificates that are still valid. In case of refusal by the certificate holder, the certificate may be withdrawn and the termination of the Certification Agreement may be announced.

Any amendments originating from the Client/certificate holder that could affect their ability to comply with the certification requirements must be reported immediately in writing to the certification body and the certification body will review how to proceed within 4 weeks (see section 4.2). Depending on the nature of the amendment, the certification body will initiate

appropriate measures (see Section 4.5) and/or unscheduled evaluation activities (e.g. documentary verification, testing of test samples, assessment of production processes). The Client bears the costs.

If the accreditation status of the certification body changes, they will also inform the Client of this, including, if necessary, the possible consequences for the certificate holder (e.g. for certificates in the regulated area). In any case, the certification body will endeavour to transfer the certification procedures (temporarily if necessary) to an alternative certification body.

4.5 Termination, restriction, suspension or withdrawal of certification

Within the framework of these provisions, the relevant requirements of 4.2 and 4.3 must always be complied with.

Termination:

An issued certificate automatically expires

- When the validity of the certificate expires
- On expiry/non-extension/timely termination of the contract
- If the Client has waived certification in writing to the certification body
- If the certification requirements underlying a certificate are abolished, modified or replaced (see Section 4.4)
- Failure to comply with the requirements concerning a decision to maintain the certificate following evaluations, e.g. monitoring (4.2) or amendments (4.4)
- After the certificate has been withdrawn (4.5, see below).

When certification expires, a timely reminder is sent to the certificate holder to renew the certificate. However, eco-INITIUT Germany GmbH has no obligation to submit an offer to renew or extend the expired certificate.

Restriction

In the event of non-compliance of the product or process with the certification requirements or upon written request by the Client, a certificate may be restricted in terms of the scope of validity if the certification requirements for the remaining scope of validity demonstrably continue to be met. The Client will receive a new certificate with the restricted scope of validity, the term will remain unchanged.

Suspension:

At the written request of a Client, certification by the certification body may be suspended for a limited period of time up to a maximum of 1 year. This is also possible at the decision of the certification body if the certified product no longer complies with

the certification requirements, but the certification body can assume that the certification requirements will be met again in the short term following appropriate corrective measures.

The certification body will notify the Client of the suspension, stating the reasons and conditions for lifting the suspension of certification. If the certification body decides on the suspension, the Client must demonstrably implement appropriate measures to comply with the certification requirements within a maximum period of one month. The successful implementation of these measures must be presented to the certification body by the Client. In the event of a positive assessment by the certification body, the suspension will be lifted in writing, otherwise the certificate will be withdrawn, including after the deadline has elapsed without a result.

Withdrawal:

The certification body has the right to withdraw the certificate if the certificate issuance conditions are no longer met or if the certified product no longer meets the certification requirements.

Specifically, a certificate can be withdrawn for the following reasons:

- If evidence of the implementation of requirements or the elimination of non-compliance is not provided in due time
- If the certified product no longer meets the certification requirements after modification (4.4)
- If the certification body employees are not granted free access to production or storage facilities by the Client as a condition of maintaining certification, despite written request by the certification body
- If production is abandoned
- If the certificate holder's business is discontinued (for example, in the event of insolvency)
- If there is misuse or misleading use of the certification mark or the certificate issued
- If conditions and obligations under the certification agreement (e.g. financial obligations), in particular any obligations under these TCR, are not fulfilled (the certification body will normally give the Client the opportunity to comment before the withdrawal of a certificate and, if necessary, allow a period of one month to demonstrate appropriate and effective corrective measures. The opportunity to comment may be omitted if the withdrawal does not allow time for this.)
- If the agreement is effectively terminated
- If good cause exists that permanently disrupts the relationship of trust between the certification body and the Client (e.g. incorrect information in the application or in the process, use of plagiarism).

If the certificate is withdrawn, the certification authority will inform the Client in writing as the holder of the certificate, stating the reasons. The Client must return the original of the

certificate to the certification body immediately, insofar as they have received one.

The certification body will not be liable for any disadvantages experienced by the Client in connection with the failure to grant, restriction or suspension, expiry, invalidation and withdrawal of a certificate or the publication of the aforementioned measures (4.3).

5 Outsourcing/subcontracting

The testing and certification body is entitled to have services rendered by third parties. These third parties are obliged to maintain the confidentiality of company and trade secrets and personal data of the Client. The commissioning or involvement of third parties will be carried out following consultation with the Client.

6 Archiving

The retention period for documents is 10 years after the testing, after the expiry of the certificates or, in the case of testing/certifications in the statutory area, 10 years after the last placing on the market of the products, unless otherwise regulated by law.

7 Fees

The charges for participation in the certification system and for the use of the labels are set out in the schedule of fees. Licences and authorisations for the use of the eco-INSTITUT label are issued exclusively by the certification body of eco-INSTITUT Germany GmbH.

8 Complaints and appeals

The testing and certification body will receive, investigate and assess complaints about their functioning and oppositions to decisions and, where applicable, take appropriate action.

Objections and complaints must be addressed in writing to the management of the respective conformity assessment body of eco-INSTITUT Germany GmbH. Conformity assessment bodies have documented procedures in place to handle objections and complaints to ensure the neutral, non-discriminatory and timely handling of the process. The complainant/objector will be informed of receipt, further processing and results. The conformity assessment body will state the reasons for their decision to the complainant/objector. This procedure will be made available to interested parties upon request.

Complaints received by eco-INSTITUT Germany GmbH about certified products will be processed by the certification body within a reasonable period of time.

Cologne, March 2021
eco-INSTITUT Germany GmbH

Note: This agreement has been translated from German into English. In case of any dispute, the authoritative version remains the German version.