

**General and Common Terms and Conditions of Usage  
for all variants of the TÜV Rheinland test mark  
of the**

TUV Rheinland / CCIC Ningbo  
TUV Rheinland / CCIC Qingdao  
TUV Rheinland China Ltd.  
TUV Rheinland Energie und Umwelt GmbH  
TÜV Rheinland France  
TUV Rheinland Guangdong Ltd.  
TUV Rheinland Hong Kong Ltd.  
TÜV Rheinland InterCert Kft.  
TÜV Rheinland Italia S.r.l.  
TUV Rheinland Japan Ltd.  
TUV Rheinland Korea Ltd.  
TUV Rheinland North America  
TÜV Rheinland LGA Products GmbH  
TUV Rheinland Shanghai Ltd.  
TUV Rheinland Shenzhen Ltd.  
TUV Rheinland Singapore Pte Ltd  
TUV Rheinland Taiwan Ltd.  
TÜV Rheinland Thailand  
TÜV Rheinland Turkey  
TÜV Rheinland Industrie Service GmbH  
TÜV Rheinland Kraftfahrt GmbH  
TÜV Rheinland Nederland B.V.  
TÜV Rheinland i-sec GmbH  
TÜV Rheinland Ibérica Inspection Certification & Testing, S.A.  
TÜV Rheinland Polska Sp. z o.o. (Poland)

— hereinafter “Licensor” —

**General**

- (1) These General and Common Terms and Conditions of Usage for the test mark (hereinafter: “Terms and Conditions of Usage”) apply for all customers who conclude a contract for participation in the Licensor's certification system (hereinafter: “Certification Contract”) with the Licensor for a certain product or service (hereinafter: “Contractual Product”).
- (2) With the conclusion of the Certification Contract, but at the latest with the consent during the download process for the test mark on the test mark download page, the customer recognises these terms and conditions of usage, the testing and certification regulations and the Licensor's General Terms and Conditions of Business that have been pointed out to it and the validity of which is not affected by the regulations below.

- (3) In order to be able to make reference to the testing and certification of its contractual product, the customer may use the Licensor's test mark in the agreed form pursuant to the Certification Contract and these terms and conditions of usage.
- (4) The test mark is protected, among others, by the German mark registered for TÜV Rheinland AG 30 2012 028 733 "TÜVRheinland" and the international mark 1 185 075 (hereinafter: "Mark"). The Licensor is affiliated with the holder of this and other marks under company law and gives assurance that it has been granted the necessary rights by the holder of the Mark to grant permission to use the test mark.

### **§ 1 Permission for usage**

- (1) Starting with the granting of the certificate issued pursuant to the Certification Contract and for the duration defined therein, the Licensor grants the customer a simple licence for the usage of the test mark for the contractual product in the entire territorial scope of validity of the Mark pursuant to the specifications of Section 4.
- (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 Section 5 from the customer.
- (3) The customer is not entitled to issue sub-licences or rights from the licence relationship or its contractual status in its entirety to third parties and/or to legally or commercially affiliated companies pursuant to Section 15 of the Stock Corporation Act (AktG).
- (4) As clarification, it is recorded that this usage authorisation does not entitle the customer either to use the group logo of the Licensor, registered as German mark 306 69 064, or the corporate design of the Licensor.

### **§ 2 Loss of the usage right**

- (1) The customer may use the test mark until the expiry, revocation or the declaration of invalidity of the certificate issued pursuant to the Certification Contract or the non-implementation of necessary monitoring audits. If the certificate 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 test mark immediately after the end of its usage right.
- (2) For a duration of 3 years from the end of the contract, the customer has the right to market the stock inventory of the contractual products available at its premises. The customer also has to ensure that the aforementioned sell-off period is granted by its own customers.
- (3) The Licensor is entitled to terminate the permission pursuant to Section 1 with effect for the future if the customer attacks the Mark 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 test mark 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.

### **§ 3 Usage fee**

The usage right is granted pursuant to the Certification Contract either for a fee or free of charge.

### **§ 4 Usage**

- (1) The customer undertakes to use the test mark solely on the contractual product, its surrounding packaging or to advertise the contractual product and to solely use it so that it is clearly and exclusively assigned to the contractual product and the company name and the company logo of the customer. Product-related advertising with a test mark is not permitted if merely a certificate of conformity or system certificate has been issued.
- (2) The test mark may solely be used in the form, variant and language – if agreed – with the test and certification statements (“key words”) and with all details and information texts (such as product and/or model descriptions, reference to the certificate holder) that are defined in the Certification Contract and are specified on the test mark download page. In addition, the customer is obligated to depict the individual identification number assigned to it for the contractual product under the Certification Contract in connection with the test mark.
- (3) The “key words” and any agreed information texts and the design of the test mark may not be modified in any way or used in a modified form. In the event of a breach, the Licensor is free, among others, to demand a contractual penalty pursuant to Section 5 from the customer.
- (4) 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 test mark. Breaches substantiate a claim to a contractual penalty pursuant to Section 5. Other elements, irrespective of their type, are deemed not to have been added to the Mark if they comply with a minimum distance of one quarter of the total height of the test mark.
- (5) The test mark is to be used in the specified proportional dimension. In the process, a minimum height of 15 mm is recommended. As a fundamental rule, the test mark is to be used in the colour scheme as defined in the Certification Contract and downloaded by the customer from the test mark download page. Pursuant to the specifications of the TM Advertising Guideline, a colour redesign of the black-and-white line version of the test mark within the framework of the customer's advertising communication is only permitted if these are used in monocolour form and the coverage of the colour redesigned test mark is at least 70% of the coverage of the original black-and-white line version. In addition, the customer guarantees at all times the full legibility of all image elements of the colour

redesigned test mark. For the rest, a colour redesign of the downloaded test marks is explicitly not permitted.

- (6) The customer may only use the test mark so that no wrong impression with regard to the scope and the content of the certification arises, in particular that the impression is not created that it indicates an official or state-run testing.
- (7) The customer is itself responsible in full for the permissible use and for the permissibility of all statements with regard to the test mark issued. This also applies for the correct usage/advertising by its customers.
- (8) Within the framework of the usage of the test mark for advertising purposes, the customer is obligated to provide the possibility of information with regard to the test object behind the test mark. In addition to the publication of the complete certificate underlying the respective test, corresponding information can also be provided by an individual entry on the certificate database operated by TÜV Rheinland AG "certipedia", which can be found at [www.certipedia.com](http://www.certipedia.com). The customer has to transfer the aforementioned obligation to its own customers who use the test mark for commercial purposes. The Licensor is entitled to publish the names of the certificate holders and the tested products, audited systems, etc. for consumer information purposes.
- (9) The test mark is to be used solely by the customer in a form that does not jeopardise the reputation and the appearance of the test mark and the reputation and the validity of the Mark and/or the reputation of the Licensor and the companies affiliated with it pursuant to Section 15 of the Stock Corporation Act (AktG) as independent third parties and/or recognised testing service providers. In the event of such a risk, the customer has to suspend the corresponding usage immediately at the Licensor's request.
- (10) The customer recognises that any use of the test mark and the mark by the customer constitutes usage by and for the benefit of the Licensor. Records regarding the usage of the test mark and the Mark by the customer are to be kept for at least 5 years by the customer and are to be provided to the Licensor on request.
- (11) All costs incurred as a result of the usage of the test mark 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 Section 4. If the Licensor should incur material and/or immaterial damage nevertheless, it is free, among others, to demand a contractual penalty pursuant to Section 5 from the customer.

#### **§ 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.