

Regulations on using marks

of Entwicklungs- und Prüflabor Holztechnologie GmbH (Development and Test Laboratory of Wood Technology, Ltd.; EPH in the following)

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1. Subject matter

Use of EPH marks and word/figurative marks by customers and third parties. The use of marks relates to the following marks and word/figurative marks:

- Word/figurative mark „EPH“, no. 012769246



- Quality mark „QP-Zeichen/Qualität geprüft“ with stylised tree crown (registered with the German Patent and Trade Mark Office under no. 39502958)



Example: Quality mark „QUALITY TESTED“

- „Certification Mark TMT“ (registered with the European Office for Harmonization in the Internal Market (HABM) under no. 004879433).



2. Principles of use of the marks

- 2.1 EPH customers are permitted to use marks that have been issued in the form of test reports, test certificates and/or certificates.
- 2.2 The EPH must consent in written form to the transfer of rights to use marks to third parties by the customer authorized to use the marks. An effective transfer or assignment of the rights to use marks to third parties is not possible without this consent.
- 2.3 The use of marks in accordance with clause 1 is only permitted with a clear reference to the performance certified by EPH.

3. Further conditions of use of the marks

- 3.1 The mark user is entitled to use EPH's marks or word/figurative marks specified in clause 1 as described in the test reports, test certificates and certificates issued by EPH.
- 3.2 The marks may only be used in the design and appearance issued to the customer in the test reports, certificates and/or certificates.
- 3.3 The marks must be reproduced with a minimum size of 20 mm.

4. Duties of the mark user

- 4.1 The mark user must immediately inform EPH of any relevant changes to the technical specification of products for which the mark is used or for which its use is intended. In this case the mark(s) may only continue to be used if EPH consents to the continued use of the mark(s) in writing in consideration of the communicated changes to the technical specification of the products.
- 4.2 The mark user must cease using the mark if the requirements are no longer met (e.g. cessation of production), i.e. the performance certified by EPH is no longer provided by the mark user. A transitional period of 3 months applies.

5. Violations and errors

- 5.1 If violations of the provisions of clause 2, 3 and 4 are identified, EPH (as the accredited and appointed body) is obliged to demand that the mark user rectify the violations within an appropriate period
- 5.2 The right to the continued use of the mark(s) expires if the identified violations are not rectified within the specified period of time.
- 5.3 The mark user shall pay an appropriate penalty, at least an amount of EUR 5,000, for every violation of their duties to control the use of the mark(s) in accordance with clause 2, 3 and 4. Furthermore, EPH may demand compensation that exceeds the contractual penalty amount.

6. Liability

- 6.1 EPH accepts no liability for the quality of third party products marked using the mark.
- 6.2 The mark user is obliged to indemnify EPH from any third party compensation claims if the mark user continues to use performance certificates and marks contrary to the contract or in violation of this agreement with or without restriction.

7. Duration of provisions

The mark may be used indefinitely with respect to the performance certified by EPH.

8. Forum of jurisdiction

The place of fulfilment is Dresden, Federal Republic of Germany. If the mark user is a merchant within the meaning of § 38 ZPO (Code of Civil Procedure), the parties hereby also agree that Dresden, Federal Republic of Germany, shall be the forum of jurisdiction for all disputes from this agreement.

9. Entry into force

The use of marks according to clause 1 and 2 is permitted only after delivery of performance certificates by EPH and complete payment of the fee for the assigned service by the mark user.

10. Written form

These regulations on using marks may only be changed, supplemented or cancelled in writing. Verbal ancillary agreements do not exist. The written form requirement also applies for the potential waiver of compliance with this written form clause.