

The ift-tested Mark - User Agreement

I The Way to Use the ift-tested Mark

Generally, each company that owns an **“ift-Nachweis” with QR code** whose date of issue does not date back more than 5 years can obtain the right to use the ift-tested mark under this condition. *)

The mark is provided to the ift client at no additional cost upon receipt of an ift test evidence. Prior to this, the client has to confirm that he wants to use the ift-tested mark. By doing so, he agrees that he can be found on the website of ift Rosenheim with his company name and individual client ID. This can confirm that he had products tested by ift Rosenheim.

The client receives this *Trademark Utilisation Agreement* together with the ift-tested mark. In addition, this can be viewed at www.ift-geprueft.de. By using the mark, the client agrees to this agreement as the mark holder.

**) Owner of older reports (possibly without QR code) can request an update of these reports at ift Rosenheim. The feasibility can be decided positively on basis of a document checking, if the underlying regulations and the tested products are unchanged.*

II Agreement on Use of the ift-tested Mark

The ift-tested mark is a protected trademark of ift Rosenheim as well as a type of application of the ift logo. The ift-tested mark always contains the ift logo and a client-specific ID. There is also a variant with an integrated, individual QR code. There are thus two individual ift-tested marks per client (one variant with and one without QR code).

The link and the QR code lead to the independent website of ift Rosenheim: www.ift-geprueft.de. Next to the company name of the mark holder, a link to the corresponding company website and an indication that the company has ift-tested products is displayed.

Against this background, ift Rosenheim and the mark holder agree on the following:

1 The right to use the trademark

1.1 Granting the right of use

Upon receipt of the mark, ift Rosenheim grants the mark holder the non-exclusive right to use the ift-tested mark in compliance with the following specifications.

The use of the trademark is solely permitted for the licensee by ift Rosenheim; a disclosure/transfer of rights to third parties is not allowed. Deviating regulations can be agreed with ift Rosenheim.

1.2 Placement and use

ift Rosenheim allows the mark holder to use the ift-tested mark exclusively in connection with the advertising of such products for which the ift client has a valid “ift-Nachweis”.

In parallel or alternatively, he may display the ift-tested mark on the accompanying documents and in publications concerning the products tested by ift Rosenheim (e.g. advertising material, packaging, landing pages, etc.)

The use in a general company context (e.g. general e-mail signature) or for products that have not been tested by ift Rosenheim is not permitted and may lead to withdrawal of the right of use by ift Rosenheim (see section 3)



1.3 Design

The mark holder shall use the ift-tested mark exclusively in the form shown below (sample; the ID Kxxxxxx and the sample QR code are replaced by ift Rosenheim with concrete information from the client in case of application) in the graphic file provided by ift Rosenheim without making any changes, additions or the like:



Variant without
QR code



Variant with
QR code

1.4 Colour

The mark holder may use the ift-tested mark exclusively with the following specifications for colour applications:

Blue: RGB: 0/93/150
 CMYK: 100/50/0/20
 RAL: 5019 "Capriblau" (Capri blue)
 Pantone: 7462 C

1.5 Size

The mark holder is allowed to adjust the (scalable) size of the ift-tested mark, as long as the aspect ratio is respected and readability is (still) guaranteed.

2 Further obligations of the mark holder

The mark holder is obliged

- to compensate ift Rosenheim for any damage caused by any unauthorised use of the ift-tested mark that does not comply with the agreement;
- to reimburse ift Rosenheim for any costs incurring from taking of samples out of the market and/or production as well as for the costs for testing the samples incurring if ift Rosenheim has to perform repeat tests

due to complaints/appeals against products from the market or due to its own concerns and if the repeat tests confirm the doubts as to the contractually agreed use of the trademark.

3 Prohibition of use

ift Rosenheim is entitled to withdraw the granting of the right of use extraordinarily and with effect for the future in writing if there is an important reason for doing so. Good cause shall be deemed to exist, in particular,

- if the mark holder disregards the requirements set out in section 1;
- if there are compelling professional reasons.

Upon receipt of the cease-and-desist letter, this agreement and the authorization of the mark holder to use the ift-tested mark shall terminate.

The use of the mark is limited to 5 years from the date of issue, provided that no further tests have been carried out within this period which entitle the holder to use the mark.

4 Liability exclusion

Any liability of ift Rosenheim is excluded. In particular, any liability of ift Rosenheim based on the right to use the mark for defects in products marked with the ift-tested mark is excluded.

The mark holder shall indemnify ift Rosenheim against any claims made by third parties against ift Rosenheim in connection with the use of the ift-tested mark.

5 Place of jurisdiction

As place of jurisdiction, the parties agree, as far as legally permissible, on the location of ift Rosenheim.