

The ift-tested Mark - User Agreement

I The Way to Use the ift-tested Mark

The ift-tested mark shows that one or more properties of a product have been evaluated by ift Rosenheim as an independent, internationally recognized testing institute - verifiably documented by an ift Test report or ift-Nachweis.

Owner of these ift-Test reports or ift-Nachweise are authorized to market their products tested by ift Rosenheim with the ift-tested mark in a promotional manner.

After completion of a test order, the client receives the ift-tested mark and this Trademark Utilisation Agreement at no additional cost. This can also be viewed at www.ift-geprueft.de.

By using the mark, the client agrees to this agreement as the mark holder.

By using it, the mark holder agrees that he/she will be published with company name and individual clients ID on the website www.ift-geprueft.de of ift Rosenheim.

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

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 a client-specific ID. There is also a variant with an integrated, individual QR code.

The link of the QR code leads 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.

1 ift-tested mark

1.1 Shape

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

1.2 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

1.3 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 Right of use and utilization

Upon receipt of the mark, ift Rosenheim grants the mark holder the non-exclusive right to use the ift-tested mark in compliance with this Trademark Utilisation Agreement. Regulations deviating from this can be agreed with ift Rosenheim.

ift Rosenheim permits the use of the mark exclusively

- ➔ to the mark holder; a transfer/extrapolation of rights to a third party is not permitted.
- ➔ in combination with the advertising of such products for which a currently applicable ift-Test report or ift-Nachweis is available.*

**) An ift-Test report or ift-Nachweis is considered to be currently applicable if the underlying codes and the tested products are unchanged.*

The ift-tested mark can be applied directly to the product. In parallel or alternatively, the ift-tested mark may be displayed on the accompanying documents or 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)

3 Prohibition of use

ift Rosenheim is entitled to withdraw the right of use extraordinarily and with effect for the future in writing if there is an important reason for doing so - in particular

- if the mark holder disregards the requirements set out in section 2.

In the context, 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.

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.

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.