

## **Regulations governing Use of the Mark of**

**European Bioplastics e.V.,**

**Marienstraße 19/20,**

**10117 Berlin**

- hereinafter referred to as “association” -

### **Section 1**

#### **General Provisions**

The provisions of the respectively valid regulations of the association apply to these regulations governing use of the mark. The provisions of the regulations of the association, in particular the provisions governing the name and domicile, the purpose and tasks, the membership and the representation of the association also apply to these regulations governing the use of the mark as far as they are applicable to the regulation of the use of a collective mark. The current provisions governing name, domicile, purpose and representation of the association, as far as they are relevant for the present regulations governing use of the mark, are reproduced in the below-referenced sections.

### **Section 2**

#### **Name and Domicile**

- (1) The association has the name of European Bioplastics e.V..
- (2) The domicile of the association is Berlin.

### **Section 3**

#### **Purpose and Tasks of the Association**

- (1) The association promotes the development, production, marketing and disposal of bioplastics as a contribution to a sustainable development.
- (2) The purpose of the association is primarily to advocate the interests of its members, to coordinate the representations of the bioplastics industry and to co-operate with related economic branches in Europe.

## **Section 4**

### **Bodies and Representation of the Association**

(1) The bodies of the association are:

- a) the meeting of members
- b) the board of the association

(2) The association is represented in all judicial and extrajudicial matters by its executive committee and/or its board.

(3) The rights deriving from the present regulations governing the use of a mark are to be claimed by the executive committee and/or the board.

## **Section 5**

### **Membership**

All legal entities and natural persons who are interested in or contribute to the

- 1) production
- 2) processing
- 3) use
- 4) exploitation
- 5) research and development
- 6) advocacy

regarding biodegradable and compostable materials may become members of the association.

## **Section 6**

### **The Collective Mark**

The association is the proprietor of a collective mark, which is envisaged to designate products made from biodegradable and compostable materials fulfilling the requirements of European standards. The collective mark of the association is reproduced below:



## **Section 7**

### **Certification Clients**

Certification clients can become – regardless of a membership in the association – all legal entities and natural persons who, with respect to the biodegradable and compostable products, intermediates (semi-finished items), materials and/or additives manufactured and/or distributed by them, have an interest in being entitled to use the collective mark. Certification clients are entitled to use the collective mark exclusively pursuant to Section 8. Certification clients consist of holders of main certificates as well as of holders of sub- certificates in accordance with the underlying certification scheme.

## **Section 8**

### **Persons entitled to use the collective mark and conditions for use of the collective mark**

(1) The association entitles all certification clients to use the collective mark in order to designate products of biodegradable and compostable materials, provided the association has granted them a right of use for these products pursuant to the below- referenced provisions within a certification process to be conducted by an independent examination body which has been acknowledged by the association (hereinafter certification body) (hereinafter persons entitled to use the collective mark). Biodegradable and compostable intermediates (semi-finished items), materials and/or additives are not products pursuant to these Regulations governing use of the mark. A special entitlement to use for biodegradable and compostable intermediates (semi-finished items), materials and/or additives for advertising purposes is stipulated in Section 8 paragraphs 4 and 5. The entitlement to use the collective mark is granted after issuance of a corresponding certificate.

(2) The entitlement to use is granted for such products made from biodegradable and compostable materials which have been assessed by a certification body to be in conformity with the certification scheme “Products made of compostable materials” of January 2016 and/or its respectively valid amended version which contains objective examination criteria prescribed by European standards and which, based on this certification process, have been approved of by the issuance of the certificate by the certification body.

(3) The persons entitled to use the collective mark are authorized to affix the collective mark to the examined biodegradable and compostable products pursuant to the below-referenced conditions.

(4) The persons entitled to use the collective mark may also use it for advertising purposes, in particular to affix the mark to announcements, price lists, business letters, recommendations, deb-

it notes or the like, to their name-plate or their vehicles and to exhibit the mark in their business premises, provided it is guaranteed that use is only be made in connection with the products and/or for those persons or companies for which and/or to whom the use of the collective mark has been granted.

(5) A special entitlement to use the collective mark for advertising purposes in accordance with Section 8 paragraph 4 is granted to producers of registered intermediates (semi-finished items), materials and/or additives (in the following referred to as: persons entitled to special use of the collective mark) which have been assessed and registered by a certification body to be in conformity with the certification scheme “Products made of compostable materials” (cf. Section 8 paragraph 2). This special entitlement to use the collective mark for advertising purposes does not comprise the entitlement to designate the correspondingly registered intermediates (semi-finished items), materials and/or additives with the collective mark, in particular the entitlement to affix the collective mark onto the intermediates (semi-finished items), materials and/or additives or their get up or their packaging.

(6) The “Trademark Usage Guidelines” (“Marken-Benutzungsrichtlinien”) in their respectively valid version provide for the details of the granted use, prohibitions of use as well as use requirements of the collective mark. The “Trademark Usage Guidelines” („Marken-Benutzungsrichtlinien“) are delivered to the certification client together with the issuance of the certificate and can be obtained from the association in their respectively valid version.

(7) The entitlement to use as well as the special entitlement to use referred to in Section 8 does not extend to such goods and/or services and/or persons or companies related thereto which have not successfully undergone an examination pursuant to paragraph (2) and to whom a certificate has not been issued pursuant to paragraphs (1) and (2) and/or whose certificate has not been renewed after expiry. The collective mark is not to be used for such goods which do not or no longer correspond to the certification requirements, i. a. not for goods which have become defective, show inadequate workmanship or for which the verification of conformity has not been delivered in due course during the prescribed examination process.

(8) The entitlement to use, respectively the special entitlement to use is not to be transferred to a non-certified product, respectively to nonregistered intermediates (semi-finished items), materials and/or additives or to third parties. In particular, the collective mark or reproductions or copies thereof – including on electronic data carriers – are not to be transmitted to third parties or to be used by non-authorized related companies of the persons entitled to use the mark.

(9) Any use of the collective mark by the person entitled to use / special use which exceeds the allowed kind of use determined in paragraph (3)-(5) is prohibited. A modification/amendment of the collective mark is not allowed.

(10) The entitlement to use expires if the entitlement to use granted pursuant to paragraph (2) within the certification process has lapsed pursuant to paragraph (7). In case of nonetheless continued use the association has the rights pursuant to Section 11.

## **Section 9**

### **Fees**

(1) The persons entitled to use the mark pay to the association a yearly (any 12 month period) user fee/special user fee in the amount of:

- |   |          |
|---|----------|
| - user fee for owners of main certificates: | 175 EURO |
| - user fee for owners of sub certificates:  | 175 EURO |
| - special user fee:                         | 100 EURO |

(2) The fees must be paid regardless of whether the collective mark is used or not.

(3) The association may entitle third parties to collect the fees.

## **Section 10**

### **Persons of a restricted entitlement to use the collective mark – Entitlement to advertise**

The association and the certification body have a restricted entitlement to use the collective mark. The association is entitled to use the collective mark to designate and advertise its associative activities. The certification body is entitled to use the collective mark to designate and advertise its certification activities.

## **Section 11**

### **Wrongful Use**

(1) In case of an infringement of the use requirements the person wrongfully using the collective mark can be warned off and/or a contractual penalty in favour of the association for each individual case of contravention may be imposed upon such person. The contractual penalty amounts to at least EURO 1,000.00 for each case of contravention. Furthermore, the association may revoke the entitlement from the person wrongfully using the collective mark to use the collective mark for compostable and biodegradable products which were certified pursuant to Section 8 paragraph (2), as well as the special entitlement to use to collective mark for advertising purposes

according to Section 8 paragraphs 4 and 5 and may publish the revocation in the association's appertaining publications.

(2) Wrongful use is in particular given if provisions of this regulation are being infringed and/or products are designated by the collective mark which do not correspond to the criteria defined here and/or do not fulfil any of the standards EN 13432, EN 14995 and/or ISO 17088. Furthermore, wrongful use is given if, contrary to Section 8 paragraph 6 the collective mark is not used pursuant to the respectively valid "Trademark Usage Guidelines" („Marken-Benutzungsrichtlinien“).

## **Section 12**

### **Trademark Supervisory Body**

(1) The executive committee of the association as well as the certification and examination bodies acknowledged by the association jointly supervise the lawful and proper use of the collective mark by the persons entitled to use the collective mark. The executive committee can transfer this supervision wholly or in part to another body or panel of the association or to third parties.

(2) The executive committee of the association is entitled to stop a wrongful use of the mark by persons entitled to use the mark or third parties of which it has become aware and pursuant to Section 11 may pronounce a warning, impose contractual penalties and/or revoke the entitlement to use the designation and publish this revocation.

(3) The association is exclusively entitled to derive rights from the collective mark as well as to claim rights due to wrongful use of the designation. The association may transfer the entitlement to claim rights, including the rights pursuant to Sections 11, and 12 paragraph (2), to the certification and examination bodies acknowledged by it or to third parties.

## **Section 13**

### **Maintenance and Defence**

The maintenance and defence of the collective mark are incumbent upon the association. The executive committee and/or the board take the necessary measures in this regard.

## Section 14

### Obligations of the Parties in case of Infringement of the Collective Mark

(1) The association is entitled, however not obliged, to pursue infringements of the collective mark by third parties and to prevent disturbances of the use of the collective mark by persons entitled to use the mark.

(2) Each member and each person entitled to use the mark pursuant to Section 8 is obliged to immediately inform the executive committee and the respectively competent certification and examination body of trademark infringements by third parties of which they have become aware and to support them in securing evidence and claiming the trademark right.

Berlin, 15 December 2017

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

European Bioplastics e.V.