

ANNEX B – Terms of Use

1	DETOX TO ZERO by OEKO-TEX®	19
1.1	Access DETOX TO ZERO by OEKO-TEX® Assessment Tool	19
1.2	Data Protection	20
1.3	Obligations of the User	21
1.4	Site Visit by Auditor(s)	22
1.5	Fee	23
1.6	Confidentiality and Non-Solicitation	23
1.7	Indemnification and Limitation of liability	24
1.8	Termination	25
1.9	Notice	26
1.10	Miscellaneous	26
2.	Agreed and accepted by User	27
3.	Regulations for the use of the trademark	29
3.1	Grant of License	29
3.2	Ownership of trademark	29
3.3	Obligations of the User for the use of the trademark	29
3.4	License Fee	30
3.5	Termination and Effects of Termination	31
3.6	Miscellaneous	31

These Terms of Use (hereinafter 'Terms') govern the relationship between OEKO-TEX® Association, having its address at Genferstrasse 23, P.O. Box 2006, 8027 Zurich, Switzerland (hereinafter 'OEKO-TEX®') and the party registering on the DETOX TO ZERO by OEKO-TEX® platform for the purpose of OEKO-TEX®'s 'DETOX TO ZERO by OEKO-TEX®' process (hereinafter 'User').

Terms of Use

DETOX TO ZERO by OEKO-TEX® is the comprehensive verification and reporting system that recognizes the requirements requested by the Detox campaign of Greenpeace.

The System is fully integrated and harmonized with the OEKO-TEX® Portfolio. „DETOX TO ZERO“ is a tailored solution, based on the STeP by OEKO-TEX® philosophy, and creates a new service that can be seen as a path towards the STeP by OEKO-TEX® certification.

The service is, therefore, focusing on:

- › chemical management
- › wastewater and
- › sludge measurements

Additionally OEKO-TEX® will focus on the topics of:

- › the precautionary principle and action
- › the right to know
- › a publicly available register of data

DETOX TO ZERO by OEKO-TEX® is not only checking minimum requirements of the Detox campaign but also sets a standard for additional factors such as KPI resources, health and safety as well as environmental management in general.

The verification and reporting system DETOX TO ZERO by OEKO-TEX® is usable by different players of the textile market such as:

- › Brands / Retailers
- › Traders of textile chemicals
- › Manufacturers of textile chemicals
- › Sourcing Offices
- › Manufacturers of textiles throughout supply chain

1.1. Access DETOX TO ZERO by OEKO-TEX® Assessment Tool

1.1.1.

OEKO-TEX® shall provide the User with the access data for OEKO-TEX®'s web-based DETOX TO ZERO by OEKO-TEX® Assessment Tool upon completion of the following:

- › User being duly registered on the DETOX TO ZERO by OEKO-TEX® platform;
- › Receipt of these duly signed Terms from the User. The User should have also signed all the required agreements with OEKO-TEX®'s member institutes (as applicable); and
- › Payment of all applicable fees. The User should have paid all applicable fees due to OEKO-TEX®'s member institutes in accordance with the terms of engagement and related agreements between the User and the member institutes.

1.1.2.

The User shall then complete the questionnaire that forms part of the DETOX TO ZERO by OEKO-TEX® Assessment Tool. The data provided shall be analysed and evaluated by OEKO-TEX® to assess compliance with the requirements requested by the Detox campaign of Greenpeace and assess the sustainability of the User's textile production plant by analysing chemical management, wastewater and sludge testing. OEKO-TEX®'s auditor(s) shall additionally visit the User's production facility and verify the information provided by the User into the DETOX TO ZERO by OEKO-TEX® Assessment Tool.

Terms of Use

1.1.3.

OEKO-TEX® reserves the right to request for further information and documents required to properly assess the User's textile production plant for the purpose of its analysis. User's confidential information provided to OEKO-TEX® during the process shall be held by OEKO-TEX® in strict confidence and shall not be disclosed by OEKO-TEX® to any third party without the User's consent.

1.1.4.

OEKO-TEX® shall then create a report based on its analysis of the information and documents received and the results of the audit.

If OEKO-TEX®'s prescribed DETOX TO ZERO by OEKO-TEX® requirements have been met, OEKO-TEX® shall issue a DETOX TO ZERO by OEKO-TEX® report to the User and grant a license to use OEKO-TEX®'s prescribed trademark. The User must strictly adhere to the Regulations for the Use of the trademark of OEKO-TEX® Association ('Regulations') which contain the terms for the grant of the license. Please see the Regulations under Chapter 3 The Regulations automatically come into effect and are binding on the User as of the date that OEKO-TEX® issues a DETOX TO ZERO by OEKO-TEX® report to the User.

1.1.5.

The DETOX TO ZERO by OEKO-TEX® report is valid for a period of one year from the date of issue, after which the User would have to undergo a re-verification process (i.e. under 1.1.2) to renew the DETOX TO ZERO by OEKO-TEX® report.

OEKO-TEX® may congruency the DETOX TO ZERO by OEKO-TEX® report immediately upon written notice to the User if the User fails, at any time, to fulfil the Data-Requirements requested by DETOX TO ZERO by OEKO-TEX®, instructions of OEKO-TEX® and its member institutes and applicable laws.

1.2. Data Protection

1.2.1.

Any data provided by the User belongs to the User.

1.2.2.

Sharing / Exchanging data with any other User of DETOX TO ZERO by OEKO-TEX® verification and reporting system is up to the decision of the User. The User controls what information he is revealing to whom and when. Any data provided by the User will be processed by OEKO-TEX® in relation to the performance of the contract under these Terms.

1.2.3.

Data WILL BE STORED AT THE INIT.AT (INFORMATIONSTECHNOLOGIE GMBH, FOCKYGASSE 29-31, 1120 VIENNA) AND AT THE INTERXION ÖSTERREICH GMBH (LOUIS-HÄFLIGER-GASSE 10, OBJEKT 50, 1210 VIENNA) IN AUSTRIA.

1.2.4.

Data will be stored on the servers of init.at for 10 years.

1.2.5.

OEKO-TEX® will generate out of the given data statistics and benchmarks.

Terms of Use

1.2.6.
data in shared statistics are anonymised.

1.2.7.
The security of the User's data is utmost important to OEKO-TEX®. Please note that certain information, statements, data and content that the User provides to the DETOX TO ZERO by OEKO-TEX® verification and reporting system are likely to reveal the User's gender, ethnic origin, nationality, and / or other possibly sensitive personal information.

1.2.8.
The User acknowledges and agrees that his submission of any information is voluntary on his part.

1.2.9
Further, the User acknowledges, and agrees that OEKO-TEX® and its member institutes may access, process, preserve and disclose to the authorities his registration information and any other information provided by the User if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary in our opinion.

1.2.10.
No method of transmission over the Internet, or method of electronic storage, is 100% secure. While OEKO-TEX® requested from init.at and Interxion Austria to use most up-to-date efforts to protect and safeguard your data, OEKO-TEX® and init.at and Interxion Austria cannot guarantee the security of the Site, the platform and the User's data. Accordingly, OEKO-TEX® and init.at assume no liability for any claims or liabilities arising from technology failures, disclosure of data due to errors in transmission, unauthorized and illegal third party access, or other acts or omissions beyond OEKO-TEX® reasonable control.

1.2.11.
OEKO-TEX® strives to create a global community with consistent standards for everyone, but OEKO-TEX® also strives to respect local laws. The following provisions apply to the DETOX TO ZERO by OEKO-TEX® verification and reporting system outside Austria: (I) YOU CONSENT TO HAVING YOUR data TRANSFERRED TO AND PROCESSED IN AUSTRIA AND SWITZERLAND AND OTHER COUNTRIES WHICH MAY HAVE A LOWER LEVEL OF data PROTECTION.

1.3. Obligations of the User

1.3.1.
The User shall promptly provide all information and documents required by OEKO-TEX® for the DETOX TO ZERO by OEKO-TEX® verification and reporting process.

1.3.2.
The User represents and warrants that all the information and documents provided by it shall be current, accurate and complete in all respects.

1.3.3.
The User shall not use the DETOX TO ZERO by OEKO-TEX® Assessment Tool for any purpose other than to provide OEKO-TEX® with the data required for the DETOX TO ZERO by OEKO-TEX® verification and reporting process. The User shall ensure that the DETOX TO ZERO by OEKO-TEX® Assessment Tool is not exposed to any computer virus.

Terms of Use

1.3.4.

The User shall at all times fully comply with applicable laws, these Terms, prescribed DETOX TO ZERO by OEKO-TEX® guidelines, instructions provided OEKO-TEX® and the instructions and terms contained in agreements with OEKO-TEX®'s member institutes. The User shall indemnify and hold OEKO-TEX® harmless from its failure to comply that directly or indirectly negatively impacts, damages or results in any claims against OEKO-TEX®.

1.3.5.

The User acknowledges that all rights, title and interest in and to the DETOX TO ZERO by OEKO-TEX® Assessment Tool, the DETOX TO ZERO by OEKO-TEX® guidelines and verification and reporting process, including in particular all intellectual property rights, vest and remain exclusively with OEKO-TEX® and nothing contained in these Terms shall at any time be deemed to give to the User any right, title or interest therein or thereto unless expressly specified herein.

1.3.6.

The User warrants that it shall take all the requisite steps to ensure that OEKO-TEX®'s intellectual property rights are not infringed. In particular, the User agrees not to:

- Prepare any derivative work based on the contents of the DETOX TO ZERO by OEKO-TEX® Assessment Tool or DETOX TO ZERO by OEKO-TEX® guidelines and verification and reporting process; or
- Take any action which may impair any rights, title or interest of OEKO-TEX® to the DETOX TO ZERO by OEKO-TEX® Assessment Tool, DETOX TO ZERO by OEKO-TEX® guidelines and verification and reporting process or any of its trademarks or logos in any country or create any right, title or interest therein or thereto which may be adverse to that of OEKO-TEX®.

1.3.7.

The User shall notify OEKO-TEX® without delay if it becomes aware of any actual or threatened infringement or misuse any of OEKO-TEX®'s intellectual property rights. In the event of any such infringement, OEKO-TEX® will have the option of bringing, at its expense, any action for such infringement on behalf of itself. The User will cooperate fully with OEKO-TEX® in that regard.

1.3.8.

To the extent the suit, action, proceeding or claim is attributable (in full or in part) to non-permitted use of OEKO-TEX®'s intellectual property rights by the User, the User shall bear all costs for the defence and shall indemnify and hold harmless OEKO-TEX® from any liability for damages that arises from any claim.

1.3.9.

The User shall not share its access rights to the DETOX TO ZERO by OEKO-TEX® platform and the DETOX TO ZERO by OEKO-TEX® Assessment Tool with any third party. Further, User shall not assign or transfer its rights and obligations under these Terms without OEKO-TEX®'s prior written consent.

1.4. Site Visit by Auditor(s)

1.4.1.

The User understands and agrees that as part of the process and during the validity of the DETOX TO ZERO by OEKO-TEX® report one or more auditors appointed by OEKO-TEX® may make announced (i.e. with prior written notice) visits to the User's textile production plant at any time on a business day. Auditors follow always the rules of the company's security procedures.

Terms of Use

1.4.2.

The User shall promptly and without question, fully cooperate with the auditor(s) and grant entrance and full access to the auditor(s) unless prohibited from doing so because of an event of force majeure. The User understands that any failure to do so may result in OEKO-TEX®'s failure to issue or cancel the DETOX TO ZERO by OEKO-TEX® verification and reporting process.

1.4.3.

During the audits, the auditor(s) is / are allowed to take pictures for documentation only, this covers areas of environmental and workers safety, social compliance and measures of prevention. Those pictures will use only for internal documentation purposes and we will respect all areas of industrial secrets.

1.5. Fee

1.5.1.

In consideration for DETOX TO ZERO OEKO-TEX®'s report the User shall pay to OEKO-TEX® a onetime fee of Euro 780.- (Euro Seven Hundred Eighty) per textile production plant being assessed. The fee is exclusive of VAT (if applicable). Further the User shall pay all applicable fees due to OEKO-TEX®'s member institutes in accordance with the terms of engagement and related agreements between the User and the member institutes. Disbursements (if any) are charged against cost price. Does a company decide within 6 month after the DETOX TO ZERO OEKO-TEX® verification and reporting process to switch to a STeP certification the fee for the DETOX TO ZERO OEKO-TEX® verification and reporting process will be credited.

1.5.2.

The User shall bear all the costs for any site visits conducted by OEKO-TEX® during and for the validity of the DETOX TO ZERO by OEKO-TEX® verification and reporting process.

1.5.3.

The fee shall be payable within 30 (thirty) days after receipt of OEKO-TEX® Institute's invoice by the User unless otherwise agreed. OEKO-TEX® has the right to charge without any further notice, and in addition to any other rights it may have under these Terms, applicable law or equity, interest of 10% (ten per cent) per year up to the date of full payment for any fee paid later than the 30 (thirty) day payment period.

1.5.4.

OEKO-TEX® may annually review and, if necessary, revise the fees and such revision shall become effective only as of the following calendar year.

1.6. Confidentiality and Non-Solicitation

1.6.1.

For the purpose of these Terms, the term, 'Confidential Information' shall mean any and all information of, or disclosed by OEKO-TEX® which is in oral, written, graphic, machine readable or other tangible or intangible form, irrespective of whether it is designated or marked as 'confidential' or not.

Terms of Use

1.6.2.

User shall:

- Treat as strictly secret and confidential all Confidential Information of OEKO-TEX®
- Implement all reasonable procedures to prohibit any disclosure of OEKO-TEX®'s Confidential Information; and
- Not disclose such Confidential Information to any third party without prior permission in writing by OEKO-TEX®

1.6.3.

Notwithstanding the above, User shall have no liability to the other with regard to any Confidential Information which:

- Was through no fault of User generally known and available in the public domain at the time it was disclosed;
- Is disclosed with the prior written approval of OEKO-TEX®; or
- Is disclosed pursuant to the order or requirement of a court, administrative agency or governmental body

User shall bear the burden of proof if it relies on the limitations of this Clause 5.3.

1.6.4.

Without limitations to the foregoing, User shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own Confidential Information of like importance to third parties, but in no event less than reasonable care.

1.6.5.

User shall immediately on OEKO-TEX®'s request, return to OEKO-TEX® or destroy, as per OEKO-TEX®'s written instructions, the Confidential Information and any and all copies, notes, records or other written, printed or tangible materials pertaining to the Confidential Information. User's obligation to maintain OEKO-TEX®'s Confidential Information received during the validity of these Terms as 'confidential' and not to disclose the same shall survive in perpetuity.

1.6.6.

During the validity of these Terms and for a period of six months thereafter, User shall not, either on its own account or for any other person, firm or company, directly or indirectly solicit, interfere with or endeavour to induce the employees of the OEKO-TEX® and / or any of its member institutes to leave their employment or solicit or endeavour to entice away or discourage any of OEKO-TEX®'s suppliers, customers, agents or any person or company whom OEKO-TEX® has any dealing with.

1.6.7.

OEKO-TEX® assures that all information given by the company will be handled absolutely confidential.

1.7. Indemnification and Limitation of liability

1.7.1.

The User expressly agrees that the use of the DETOX TO ZERO by OEKO-TEX® Assessment Tool is at the User's sole risk. OEKO-TEX® does not warrant that the DETOX TO ZERO by OEKO-TEX® Assessment Tool or the DETOX TO ZERO by OEKO-TEX® verification and reporting process shall run uninterrupted or error free, nor makes any warranty as to the results to be obtained from their use. In no event, shall:

- OEKO-TEX® be liable for any loss, claims or damages resulting to the User or any third party (in full or in part) arising from outdated, inaccurate or incomplete information provided by the User or failure to strictly being compliant with the prescribed DETOX TO ZERO by OEKO-TEX® guidelines or the instructions of OEKO-TEX® and / or its member institutes.

Terms of Use

- OEKO-TEX® be liable to the User or any third party for any indirect, special or consequential damages or lost profits
- OEKO-TEX®'s total liabilities exceed CHF 1000 / - (Swiss Francs One Thousand). To clarify, this limitation is cumulative and the sum of multiple claims may not exceed this limit irrespective of the cause of origin.

1.7.2.

The User shall indemnify OEKO-TEX® against any and all losses, damages, claims or expenses incurred or suffered by OEKO-TEX® as a result of the User's breach of these Terms.

1.8. Termination

1.8.1.

These Terms come into effect for the User as of the date on which the User affixes its signatures hereto.

1.8.2.

These Terms shall lapse automatically with immediate effects and without notice in the event:

- The validity of the DETOX TO ZERO by OEKO-TEX® report expires and the User does not undergo a new reporting process
- A receiver, liquidator or official manager of the User or any of its assets is appointed, or if the User enters into any composition or arrangement with its creditors, or the issuance of an order for the provisional or final winding up of the User or upon the occurrence of any other bankruptcy or insolvency, whether voluntary or involuntary creditor.

1.8.3.

In addition to the above, OEKO-TEX® may terminate these Terms by giving written notice to User at any time in the event:

- The User breaches any of the terms and conditions contained in these Terms (includes the Regulations) and such breach is not remedied within 30 (thirty) days after the User has received notice of it from OEKO-TEX®; or
- The right to use OEKO-TEX®'s prescribed trademark under the Regulations is terminated. The termination shall be effective immediately upon written notice to the User. This termination right is without prejudice to any other rights that OEKO-TEX® may have against the User under these Terms, applicable law and / or equity.

1.8.4.

Upon termination, OEKO-TEX® may:

- Cease User's access to the DETOX TO ZERO by OEKO-TEX® platform and / or DETOX TO ZERO by OEKO-TEX® Assessment Tool;
- Suspend or terminate the DETOX TO ZERO by OEKO-TEX® certification process; and / or
- Cancel / invalidate the DETOX TO ZERO by OEKO-TEX® report, whereby the grant of license over OEKO-TEX®'s prescribed trademark shall automatically expire and the User must cease its use immediately.

1.8.5.

Termination of these Terms shall not:

- Release any party from any obligation or liability which accrued to that Party prior to the date of termination;
- Relieve the User of the obligation to pay the fees (includes License Fee under the Regulations) or any other charges due and payable. Further, any fee already paid shall not be refunded; or
- Limit or otherwise affect any other remedy that a Party may have arising out of the event that gave rise to the right of termination.

Terms of Use

1.9. Notice

1.9.1.

All notices under these Terms shall be in writing. Notices to OEKO-TEX® must be delivered or sent at details set out below. Notices to the User must be delivered and sent at the notice details provided near the signature block. Any change in the details should be communicated to the other Party within seven (7) days.

1.9.2.

Apart from the above named, the User shall not contact or communicate directly with any officers, employees, consultants, advisers, customers or suppliers of OEKO-TEX® without OEKO-TEX®'s prior written consent. All further contacts will be listed separately (depending on the project).

1.10. Miscellaneous

1.10.1.

The regulations for the use of the trademark (Chapter 3) form an integral part of these terms and should be considered as such, as if they were set out in full in these terms. OEKO-TEX® may, at its discretion, unilaterally revise these terms. Such revised terms shall be applicable for the User upon receipt of notification from OEKO-TEX®.

1.10.2.

If any provision of these Terms is declared invalid, illegal or unenforceable by a competent legal authority, such provision shall be severed from these Terms and all other provisions of these Terms shall remain in full force and effect OEKO-TEX® shall replace the severed provision by another legally valid provision, which will as closely as possible reflect its original intention.

1.10.3.

No failure to exercise or delay in exercising any right or remedy under these Terms by OEKO-TEX® shall operate as waiver thereof. No provision of these Terms may be waived unless agreed to in writing by OEKO-TEX®. The waiver of a breach of any provision of these Terms shall not be deemed to constitute a waiver of any other or subsequent breach of the same or any other provision hereof.

1.10.4.

These Terms are governed by the laws of Switzerland. Disputes and claims arising out of or relating to these Terms shall be submitted to the exclusive jurisdiction of courts in Zürich, Switzerland.

2. Agreed and accepted by User

By putting its signature at the signature block below, the User confirms that it has read, understood and agrees fully with all the terms and conditions contained herein, including its annexes.

The notice details of the User (see Clause 8 of the Terms) are as follows:

Firm	_____
Salutation / Name / Surname	_____
Street No.	_____
ZIP-Code	_____
City	_____
State	_____
Country	_____
Phone / FAX	_____
Homepage	_____
E-mail	_____
Responsible person	_____
Name	_____
Phone / FAX	_____
E-mail	_____

These Terms must be signed by two authorised representatives of the User, one of which is a member of its board and the other, preferably by the individual responsible within the User's organisation for the DETOX TO ZERO by OEKO-TEX® verification and reporting process.

These Terms of Use are hereby signed for and behalf of the User, namely	_____
registered as a	_____
under the laws of	_____
having its registered office address at	_____
Date, place	_____
Director and STeP authorised signatory	_____

2. Agreed and accepted by User

Management representatives to ensure deputy representation during the DETOX TO ZERO by OEKO-TEX® audit.

Manager 1

Position / Function

Full Name

Manager 2

Position / Function

Full Name

Manager 3

Position / Function

Full Name

Manager 4

Position / Function

Full Name

Manager 5

Position / Function

Full Name

Manager 6

Position / Function

Full Name

3. Regulations for the use of the trademark

3.1. Grant of License

3.1.1.

For the purpose of these Regulations for the Use of the trademark of OEKO-TEX® Association ('Regulations'), the term 'trademark' shall mean the EU trademark bearing registration number 30 2013 022 301 as follows:

3.1.2.

These Regulations automatically come into effect and are binding on the User as of the date that OEKO-TEX® issues a 'DETOX TO ZERO by OEKO-TEX® report' to the textile facility of the User after it has undergone the DETOX TO ZERO by OEKO-TEX® verification and reporting process and is deemed to be complied with OEKO-TEX®'s prescribed DETOX TO ZERO by OEKO-TEX® guidelines.

3.1.3.

Subject to the terms and conditions of these Regulations, OEKO-TEX® hereby grants the User the personal and non-exclusive right to use the trademark for the promotion, marketing and sale of the products manufactured at the assessed and audited Production Facility. The licensed right is non-transferable and may not be sublicensed without OEKO-TEX®'s prior permission in writing.

3.2. Ownership of trademark

3.2.1.

The User acknowledges that all rights, title and interest in and to the trademark, including in particular all intellectual property rights, vest and remain exclusively with OEKO-TEX®, and the use of the trademark shall inure to the benefit of OEKO-TEX® only.

3.2.2.

Nothing contained in these Regulations or the Terms of Use of OEKO-TEX® shall at any time be deemed to give to the User any right, title or interest in or to the trademark except as specifically granted.

3.3. Obligations of the User for the use of the trademark.

3.3.1.

The User shall not use the trademark other than for the purpose stated in these Regulations.

3.3.2.

The User shall use the trademark only in the form and colour prescribed by OEKO-TEX® (see Chapter 3. Regulations).

3.3.3.

The trademark must specify the correct version of the guidelines applicable to the Production Facility.

3.3.4.

Products bearing the trademark manufactured by the User at the Production Facility shall, at all times and for all batches, comply to the DETOX TO ZERO by OEKO-TEX® guidelines.

3. Regulations for the use of the trademark

3.3.5.

The User shall bear all costs associated with the use of the trademark on its products manufactured at the Production Facility.

3.3.6.

The User agrees and acknowledges that the DETOX TO ZERO by OEKO-TEX® report is not a guarantee of the functionality of the product manufactured at the Production Facility and the User shall be solely liable to third parties for any defect in such products.

3.3.7.

The User's use of the trademark is subject to the User's continuous observance of sound commercial practices and compliance with all applicable laws as well as compliance with DETOX TO ZERO by OEKO-TEX® guidelines, instructions and regulations of OEKO-TEX® and its member institutes (as applicable).

3.3.8.

The User shall not assign or transfer its rights and obligations under these Regulations except with the prior written consent of OEKO-TEX®.

3.3.9.

The User warrants that it shall take all the requisite steps to ensure that OEKO-TEX®'s rights to intellectual property in and to the trademark are not infringed during the validity of the DETOX TO ZERO by OEKO-TEX® report issued to the User and also thereafter. In particular, the User agrees not to:

- Register or use a trade / service marks which may be similar to or considered to be infringing the trademark in any country;
- Take any action which may impair any rights, title or interest of OEKO-TEX® to the trademark in any country or create any right, title or interest therein or thereto which may be adverse to that of OEKO-TEX®.

3.3.10.

The User shall notify OEKO-TEX® without delay if it becomes aware of any actual or threatened infringement or misuse of the trademark. In the event of any such infringement, OEKO-TEX® will have the option of bringing, at its expense, any action for such infringement on behalf of itself. The User will cooperate fully with OEKO-TEX® in that regard. All amounts received in connection with any action taken against such infringement shall be the property of OEKO-TEX®.

3.3.11.

To the extent the suit, action, proceeding or claim is attributable (in full or in part) to non-permitted use of the trademark by the User, the User shall bear all costs for the defence and shall indemnify and hold harmless OEKO-TEX® from any liability for damages that arises from any claim.

3.4. License Fee

3.4.1.

In consideration for the license to use the trademark as per the terms of these Regulations, the User shall pay to OEKO-TEX® a License Fee of € 780 / - (Euro Seven Hundred Eighty) for each verified Production Facility. The License Fee is exclusive of VAT. To clarify, in the event that the User undergoes the reverification and reporting process as per Clause 7.2 of the Terms of Use, the License Fee is payable again if the DETOX TO ZERO by OEKO-TEX® report is reissued to the User by OEKO-TEX®.

3. Regulations for the use of the trademark

3.4.2.

The License Fee shall be payable within 30 (thirty) days after receipt of OEKO-TEX® Institute's invoice by the User unless otherwise agreed. OEKO-TEX® has the right to charge without any further notice, and in addition to any other rights it may have under these Regulations, the Terms of Use, applicable law or equity, interest of 10% (ten per cent) per year up to the date of full payment for any fee paid later than the 30 (thirty) day payment period.

3.4.3.

OEKO-TEX® may annually review and, if necessary, revise the License Fee and such revision shall become effective only as of the following calendar year.

3.5. Termination and Effects of Termination

3.5.1.

The right to use the trademark lapses automatically and with immediate effect:

- Upon written agreement of OEKO-TEX® and the User;
- If directed by OEKO-TEX®; if OEKO-TEX®, in its discretion, has grounds to believe that the verified Production Facility is no longer complying with the applicable OEKO-TEX®'s DETOX TO ZERO by OEKO-TEX® guidelines;
- If the User stops production at the Production Facility;
- If the validity of the DETOX TO ZERO by OEKO-TEX® report has expired or it has been canceled / invalidated;
- If OEKO-TEX®'s DETOX TO ZERO by OEKO-TEX® guidelines applicable to the verified Production Facility are canceled / changed by OEKO-TEX® by way written notice specifying reason for cancellation / change; or
- By way of a written notice upon the material breach by the User of these Regulations unless such breach is remedied within thirty (30) days after the User has received notice in writing of it by OEKO-TEX®.

3.5.2.

Upon termination of the right to use the trademark, the User shall take all steps to immediately discontinue the use of the trademark with respect to the Production Facility (includes promotion, marketing and packaging of any products manufactured therein).

3.6. Miscellaneous

3.6.1.

The terms of these Regulations shall be incorporated by reference into OEKO-TEX®'s Terms of Use as if set forth in full therein.

3.6.2.

OEKO-TEX® may, in its discretion, revise these Regulations and subsequently inform the User in writing with a copy of the revised Regulations. Such revised Regulations shall be applicable on the User upon receipt.

3.6.3.

These Regulations are governed by the laws of Switzerland. Disputes or claims arising out of or in relation to these Regulations shall be submitted to the exclusive jurisdiction of courts in Zürich, Switzerland.