

General Terms of Use by IFO Institut für Oberflächentechnik GmbH for the Use of Test Reports, Test Certificates and Quality Marks



Institut für
Oberflächentechnik
GmbH

§ 1 Preamble

As independent, private sector testing institute IFO Institut für Oberflächentechnik GmbH –hereinafter called IFO – shall award test certificates and quality marks for services which have been tested and/or certified. These Terms of Use shall regulate the options for use of test reports, test certificates and quality marks as well as the termination of use.

§ 2 Object

1. Basis of these General Terms of Use shall be the contract which has been concluded with the ordering party about testing/laboratory services. These General Terms of Use shall be an integral part of that contract.
2. The authorization for the use of the/these test reports, test certificates and quality mark/s shall exclusively apply to the tested/certified products of the ordering party.

§ 3 Use of Test Report, Test Certificate and Quality Mark

1. The ordering party shall only be allowed to pass unabridged test reports and test certificates to third parties unless a transfer of extracts has been authorized by IFO. Modifications shall be prohibited. Test reports and test certificates shall only be published unabridged.
2. Awarded quality marks and test certificates shall only be valid in connection with the awarded test report. The ordering party shall be obliged to grant third parties access to inspection of the underlying test report.
3. Test reports, test certificates and quality marks shall only be used by the enterprise and operating site which has commissioned the order. Prior to the transfer of the enterprise to a legal successor the user of the test reports, test certificates and quality marks shall be obliged to notify IFO about the legal succession. The awarded test report, test certificate and quality mark shall only be transferred to and used by a legal successor with the consent of IFO. The use by third parties shall be prohibited.
4. Quality marks shall only be used in the way they have been provided to the awarded enterprise. The change of the awarded mark in its size shall only be allowed while geometric proportions are preserved. The mark may only be changed in its size as far as the text passages included remain clearly legible. The changing of texts, fonts and colour scheme shall be prohibited.
5. The ordering party shall be authorized to use the quality mark on the product, its packaging and the corresponding delivery note to which the quality mark refers. The use for advertising purposes (flyers, brochures, homepage) shall be authorized, if the quality mark is used in connection with the tested product. When using the test report, test certificate and/or the quality mark the ordering party shall be obliged to respect the law against unfair competition. Any misleading use for advertising purposes shall be excluded. The ordering party shall be obliged to inform IFO about all crucial modifications with regard to the production process. This shall particularly apply to changes in the composition of the product, the use of other raw materials, the production line and the essential personnel.

§ 4 Termination of the Right of Utilization

1. The right of utilization of the quality mark shall automatically terminate with immediate effect, if:
 - a. There are crucial changes in the production process;
 - b. The product's components are changed and/or further raw materials are used;
 - c. There are changes in the production line;
 - d. There are changes in the personnel which may have an impact on the constant quality of the product;
 - e. Test reports and test certificates are used contrary to § 3 paragraph 1;
 - f. The test report and/or test certificate are used contrary to § 3 paragraph 3;
 - g. The quality mark is used contrary to § 3 paragraph 4;
 - h. The test report and/or the test certificate and/or the quality mark are used in a misleading way according to § 3 paragraph 5;
 - i. Insolvency proceedings have been instituted against the assets of the ordering party or a petition in instituting insolvency proceedings has been refused for insufficiency of assets of the ordering party.
2. As soon as the right of utilization has expired, test report, test certificate and quality mark must not be used in legal relations any longer. The ordering party shall be obliged to remove all references and publications without delay respectively make them unrecognizable according to § 3, paragraphs 1 and 4 without delay.
3. If the ordering party does not meet their obligations without delay according to paragraph 2, IFO shall be authorized to publish a note referring to the termination of the certification.

§ 5 Indemnification Clause

1. If IFO shall be enlisted by a third party due to use of the awarded quality mark contrary to contract by the ordering party, the ordering party shall undertake to release IFO from all third-party claims.
2. The same applies to cases in which IFO has been enlisted by misleading advertising messages of the ordering party.

As at September 6, 2016