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RAL gemeinnützige GmbH  
Fränkische Straße 7  
53229 Bonn - Germany



## CONTRACT NO. DE/YYY/ZZZ

**ON THE CONDITIONS FOR THE  
USE OF THE ECO-LABEL  
THE COMMUNITY**

### PREAMBLE

The competent body

RAL gGmbH  
Fränkische Str. 7, 53229 Bonn, Germany  
hereinafter called "the competent body"

represented by the CEO  
RA Rüdiger Wollmann

and

#### **Company applicant**

in his capacity as producer, manufacturer, importer, service provider,  
wholesaler or retailer, whose official registered address is

**Street no, City, Country**  
hereafter called „the holder“

represented by **Mr/Mrs**

have agreed the following with regard to the use of the EU Ecolabel, pursuant to Regulation (EC) No 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel [1], hereinafter „the EU Ecolabel Regulation“:

### **1. USE OF THE EU ECOLABEL**

1.1 The competent body grants the holder the right to use the EU Ecolabel for his products as described in the annexed product specifications, which conform to the relevant product group criteria in force for the period , adopted by the Commission of the European Communities on date, published in the Official Journal of the European Union of full reference, and annexed to this contract.



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- 1.2 The EU Ecolabel shall be used only in the forms stipulated in Annex II to the EU Ecolabel Regulation.
- 1.3 The holder shall ensure that the product to be labelled complies throughout the duration of this contract with all the terms of use and provisions set out in Article 9 of the EU Ecolabel Regulation, at all times. No new application will be required for modifications in the characteristics of the products which do not affect compliance with the criteria. The holder shall however inform the competent body of such modifications by registered letter. The competent body may carry out appropriate verifications.
- 1.4 The contract may be extended to a wider range of products than those initially foreseen, subject to agreement by the competent body, and subject to the condition that they belong to the same product group and that they also comply with its criteria. The competent body may verify that these conditions are met. The Annex detailing the product specifications shall be modified accordingly.
- 1.5 The holder shall not advertise or make any statement or use any label or logo in a way which is false or misleading or which results in confusion with, or calls into question the integrity of, the EU Ecolabel.
- 1.6 The holder shall be responsible under this contract for the manner in which the EU Ecolabel is used in relation to his product, especially in the context of advertising.
- 1.7 The competent body, including its agents authorised for such purpose, may undertake all necessary investigations to monitor the ongoing compliance by the holder with both the product group criteria and the terms of use and provisions of this contract in accordance with the rules laid down in Article 10 of the EU Ecolabel Regulation.

## **2. SUSPENSION AND WITHDRAWAL**

- 2.1 In the event that the holder becomes aware that he is failing to meet the terms of use or provisions contained in Article 1 of this contract, the holder shall notify the competent body and refrain from using the EU Ecolabel until those terms for use or provisions have been fulfilled and the competent body has been notified thereof.



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- 2.2 Where the competent body considers that the holder has contravened any of the terms of use or provisions of this contract, the competent body shall be entitled to suspend or withdraw its authorisation to the holder to use the EU Ecolabel, and to take such measures as are necessary to prevent the holder from using it further, including such measures as are provided for in Articles 10 and 17 of the EU Ecolabel Regulation.

### **3. LIMITATION OF LIABILITY AND INDEMNITY**

- 3.1 The holder shall not include the EU Ecolabel as part of any guarantee or warranty in relation to the product referred to in Article 1.1 of this contract.
- 3.2. The competent body, including its authorised agents, shall not be liable for any loss or damage sustained by the holder arising out of the award and/or use of the EU Ecolabel.
- 3.3. The competent body, including its authorised agents, shall not be liable for any loss or damage sustained by a third party and arising out of the award and/or use, including advertising, of the EU Ecolabel.
- 3.4. The holder shall indemnify and keep indemnified the competent body and its authorised agents against any loss, damage or liability sustained by the competent body, or its authorised agents, as a result of a breach of this contract by the holder or as a result of reliance by the competent body on information or documentation provided by the holder, including any claims by a third party.

### **4. FEES**

- 4.1. The amount of application fee and annual fee shall be defined in accordance with Annex III of the EU Ecolabel Regulation.
- 4.2. Use of the EU Ecolabel is conditional upon all relevant fees having been paid in due time.

## **5. CONTRACT DURATION AND APPLICABLE LAW**

- 5.1. Except as provided for in Article 5.2, 5.3 and 5.4, this contract shall run from the date on which it is signed until DD.MM.YYYY or until expiry of the product group criteria, whichever is sooner.
- 5.2. Where the holder has contravened any of the terms of use or provisions of this contract within the meaning of Article 2.2, the competent body shall be entitled to treat this as a breach of contract entitling the competent body, in addition to the provisions in Article 2.2, to terminate the contract, by registered letter to the holder, at an earlier date than that set out in Article 5.1, within (a time period to be determined by the competent body).
- 5.3. The holder may terminate the contract by giving the competent body three months' notice by registered letter.
- 5.4. If the product group criteria as stated in Article 1.1 are extended without amendments for any period, and if no written notice of termination from the competent body has been given at least three months before the expiry of the product group criteria and of this contract, the competent body shall inform the holder at least three months in advance that the contract shall be automatically renewed for as long as the product group criteria remain in force.
- 5.5. After the termination of this contract the holder may not use the EU Ecolabel in relation to the product specified in Article 1.1 and in the Annex to this contract, either as labelling or for advertising purposes. The EU Ecolabel may nevertheless, for a period of six months after the termination, be displayed on stock held by the holder or others and manufactured before the termination. This latter provision shall not apply if the contract has been terminated for the reasons set out in Article 5.2.
- 5.6. Any dispute between the competent body and the holder or any claim by one party against the other based on this contract which has not been settled by amicable agreement between the contracting parties, shall be subject to the applicable law determined in accordance with Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) [2] and Regulation (EC) No 864/2007 of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II) [3]



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The following Annexes shall form part of this contract:

- a copy of Regulation (EC) No 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel, (in the relevant Community language(s)),
- product specifications, which shall at least include details of the names, and/or the manufacturer's internal reference numbers, the manufacturing sites, and the related EU Ecolabel registration number or numbers,
- a copy of Commission Decision                      on product group criteria).

- [1] Official Journal of the European Union, L27/1, 30.01.2010, p. 1
- [2] Official Journal of the European Union, L 177, 4.7.2008, p. 6.
- [3] Official Journal of the European Union, L 199, 31.7.2007, p. 40

Done at:  
Date:

Done at:  
Date:

RAL gGmbH  
(Competent Body)

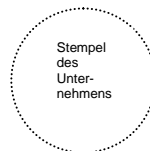
Holder:

Designated person

Designated person:

.....  
(Legally binding signature)

.....  
(Legally binding signature)





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**Annex to the contract No. DE/YYY/ZZZ for XXX**

<b><u>Licence holder:</u></b> (full name of holder and full address)	
<b><u>Label user/distributor:</u></b> (if deviates from licence holder)	
<b><u>Manufacturer and place of manufacture:</u></b> (if deviates from licence holder)	

Sample