

Nur die deutschsprachige Version des Nutzungsvertrags ist verbindlich. Die englische Übersetzung ist unverbindlich und dient lediglich zu Informationszwecken.

Only the German language version of the Contract of use is binding. The English translation is non-binding and only provided for information purposes.

Verpackungslogo – Nutzungsvertrag

zwischen

Trennhinweis e.V.
c/o Dr. Alexandra Ranzinger,
Oberföhringer Straße 123, 81925 München
Deutschland

– im Folgenden als „**Markeninhaber**“ bezeichnet –

und

dem „**Nutzer**“

– der Markeninhaber und der Nutzer werden nachfolgend als „**Parteien**“ und jeweils einzeln als „**Partei**“ bezeichnet –

Präambel

Der Nutzer ist gemäß § 9 Abs. 1 des deutschen Gesetzes über das Inverkehrbringen, die Rücknahme und die hochwertige Verwertung von Verpackungen (Verpackungsgesetz) als Hersteller von systembeteiligungspflichtigen Verpackungen bei der Zentralen Stelle registriert.

Der Nutzer schließt diesen Lizenzvertrag über die Website www.trenn-hinweis.de ab. Im Rahmen des Vertragsabschlusses gibt der Nutzer seine Registrierungsnummer bei der Zentralen Stelle an.

Der Markeninhaber ist Inhaber von Kennzeichenrechten und urheberrechtlichen Nutzungsrechten an dem nachstehenden Verpackungslogo:

Packaging Logo – Contract of use

between

Trennhinweis e.V.
c/o Dr. Alexandra Ranzinger,
Oberföhringer Straße 123, 81925 München
Germany

– hereinafter jointly referred to as the "**trademark owner**" –

and

the "**user**"

– the trademark owner and the user are hereinafter referred to as the "**Parties**" and each individually referred to as a "**Party**" –

Preamble

The user is registered with the Central Agency Packaging Register ("Zentrale Stelle Verpackungsregister") as a manufacturer of packaging subject to system participation in accordance with Section 9 (1) of the German Act on the distribution of packaging and its take-back as well as high-quality recycling (Packaging Act/"VerpackG").

The user concludes this Contract of use via the website www.trenn-hinweis.de. When concluding the contract, the user shall provide its registration number of the the Central Agency Packaging Register.

The trademark owner is the owner of the trademark rights and the rights of use under copyright law of the following Packaging Logo:



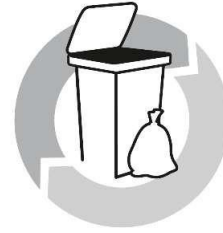
Dieses Logo soll – ggf. mit gewissen Zusätzen und/oder Abweichungen zur Konkretisierung des Bedeutungsgehalts – auf Warenverpackungen verwendet werden, um private Endverbraucher über die getrennte Sammlung von Verpackungsabfällen zu informieren. Im Folgenden wird dieses Logo – einschließlich der nach diesem Vertrag zulässigen Zusätze und/oder Abweichungen zur Konkretisierung – kurz als das „**Verpackungslogo**“ bezeichnet.

Der Nutzer beabsichtigt, das Verpackungslogo auf Verpackungen für Waren anzubringen, die vom Nutzer und/oder von seinen verbundenen Unternehmen in den Verkehr gebracht werden und die den in diesem Vertrag geregelten Anforderungen des Markeninhabers entsprechen.

Mit dem vorliegenden Nutzungsvertrag werden die Bedingungen festgelegt, zu denen der Nutzer und/oder seine verbundenen Unternehmen das Verpackungslogo nutzen dürfen.

1. Vertragsmarke

- 1.1. Der Markeninhaber ist Inhaber der Unionsgewährleistungsmarke Nr. 018462727, angemeldet am 28. April 2021 für Waren der Klassen 1 bis 34 (Bildmarke) – im Folgenden als „**Vertragsmarke**“ bezeichnet. Die Anmeldung der Vertragsmarke erfolgte ursprünglich im Namen verschiedener Unternehmen, inzwischen wurde die Vertragsmarke auf den Markeninhaber übertragen. Ein Registerauszug für die Vertragsmarke ist diesem Vertrag als **Anlage 1** beigefügt.
- 1.2. Für die Zwecke dieses Vertrages fallen die urheberrechtlichen Nutzungsrechte des Markeninhabers am Verpackungslogo ebenfalls mit unter den Begriff der Vertragsmarke, so dass die Regelungen dieses Vertrages auch insoweit gelten.
- 1.3. Sollte der Markeninhaber während der Laufzeit dieses Vertrages weitere Kennzeichenrechte an dem Verpackungslogo



This logo is to be used - if necessary - with certain additions and/or deviations to specify the meaning - on goods packaging to inform private end consumers about the separate collection of packaging waste. In the following, this logo - including the additions and/or deviations permissible under this agreement - will be referred to as the "**Packaging Logo**" for short.

The user intends to place the Packaging Logo on packaging for goods placed on the market by the user and/or its affiliates which comply with the trademark owner's requirements governed by this agreement.

This Contract of use set forth the terms and conditions under which the user and/or its affiliates may use the Packaging Logo.

1. Contractual trademark

- 1.1. The trademark owner is the owner of the Union trademark No. 018462727, filed on 28 April 2021 for goods in classes 1 to 34 (figurative mark) - hereinafter referred to as the "**Contractual Trademark**". The application for the contract trademark was originally filed in the name of various companies, in the meantime the contract trademark has been transferred to the trademark owner. A register excerpt for the Contractual Trademark is attached to this agreement as **Annex 1**.
- 1.2. For the purposes of this agreement, the trademark owner's rights of use under copyright law in the Packaging Logo shall also be covered by the term "Contractual Trademark", so that the provisions of this agreement shall also apply in this respect.
- 1.3. Should the trademark owner acquire further trademark rights to the Packaging Logo

erwerben, gelten diese weiteren Kennzeichenrechte automatisch ebenfalls als Vertragsmarke und unterfallen ebenso den Regelungen dieses Vertrages.

- 1.4. Der Nutzer wird im räumlichen Schutzbereich der Vertragsmarke weder das Verpackungslogo selbst noch ein zur Vertragsmarke verwechselbar ähnliches Zeichen als eigene Marke oder als eigenes Design anmelden, und auch keinen Dritten hierzu veranlassen.
- 1.5. Sollten durch Nutzungshandlungen des Nutzers nach diesem Vertrag eigene Rechte an dem Verpackungslogo oder an einem verwechselbar ähnlichen Zeichen hierzu entstehen, überträgt der Nutzer diese Rechte hiermit – soweit rechtlich möglich – umfassend auf den Markeninhaber. Soweit eine Übertragung dieser Rechte nicht möglich ist, räumt der Nutzer dem Markeninhaber eine umfassende (u.a. übertragbare und unterlizenzierbare) ausschließliche Lizenz an diesen Rechten ein; soweit eine solche ausschließliche Lizenz nicht möglich ist, räumt der Nutzer dem Markeninhaber eine entsprechende nicht-ausschließliche Lizenz ein. Die hiernach auf den Markeninhaber übertragenen bzw. lizenzierten Rechte gelten automatisch ebenfalls als Vertragsmarke und unterfallen ebenso den Regelungen dieses Vertrages.
- 1.6. Der Markeninhaber wird durch diesen Vertrag nicht zur Aufrechterhaltung, zur Verteidigung und/oder zur Durchsetzung der Vertragsmarke gegenüber Dritten verpflichtet.

2. Nutzungsgenehmigung

- 2.1. Der Markeninhaber räumt dem Nutzer hiermit das nicht ausschließliche, nicht übertragbare und nicht unterlizenzierbare Recht ein, die Vertragsmarke für Waren im Schutzbereich der Vertragsmarke zu nutzen, die den Anforderungen dieses Vertrages entsprechen. **Inhaltlich** umfasst dies das Recht des Nutzers, die Verpackung solcher Waren mit dem Verpackungslogo zu kennzeichnen und derart gekennzeichnete Waren in den Verkehr zu bringen (oder solche Handlungen durch Dritte im Auftrag des Nutzers vornehmen zu lassen). Der

during the term of this agreement, these further trademark rights shall automatically be deemed to be a Contractual Trademark and shall also be subject to the provisions of this agreement.

- 1.4. The user will neither register the Packaging Logo itself nor a sign confusingly similar to the Contractual Trademark as its own trademark or design in the territorial protection area of the Contractual Trademark, nor will it cause a third party to do so.
- 1.5. Should the user's own rights to the Packaging Logo or to a confusingly similar sign arise as a result of the user's acts of use under this agreement, the user hereby transfers these rights - to the extent legally possible - to the trademark owner in a comprehensive manner. Insofar as a transfer of these rights is not possible, the user shall grant the trademark owner a comprehensive (including transferable and sub-licensable) exclusive license to these rights; insofar as such an exclusive license is not possible, the user shall grant the trademark owner a non-exclusive license.

The rights transferred or licensed to the trademark owner hereunder shall automatically be deemed to be a Contractual Trademark and shall also be subject to the provisions of this agreement.
- 1.6. The Trademark owner shall not be obliged by this agreement to maintain, defend and/or enforce the Contractual Trademark against third parties.

2. Permission of use

- 2.1. The trademark owner hereby grants the user the non-exclusive, non-transferable and non-sublicensable right to use the Contractual Trademark for goods within the scope of protection of the Contractual Trademark which comply with the requirements of this contract. This **includes** the right of the user to mark the packaging of such goods with the Packaging Logo and to market goods so

- Nutzer darf das Verpackungslogo auch in der Werbung für solche Waren benutzen, für die ihm nach dieser Ziffer 2.1 eine Nutzungsgenehmigung eingeräumt wurde.
- 2.2. Die Vertragsmarke muss sowohl auf den Verpackungen der Waren als auch in der Werbung räumlich oder zumindest **optisch getrennt** sein von sonstigen Kennzeichnungen, die nicht Bestandteil der Vertragsmarke sind und die Themen „Verpackung“, „Entsorgung“, „Recycling“ und/oder „Recyclingfähigkeit“ betreffen. Einzelheiten hierzu regelt der Styleguide gemäß Ziffer 6.
- 2.3. Die Nutzungsrechte des Nutzers sind **räumlich** auf den Schutzbereich der Vertragsmarke beschränkt. Der Markeninhaber hat keine Einwände dagegen, wenn der Nutzer das Verpackungslogo auch außerhalb dieses Schutzbereichs entsprechend den Bestimmungen dieses Vertrages nutzt, übernimmt insoweit aber keinerlei Verpflichtungen oder Haftung.
- 2.4. Die Nutzungsrechte des Nutzers sind **zeitlich** auf die Laufzeit dieses Vertrages beschränkt. Waren, deren Verpackung während der Laufzeit dieses Vertrages hergestellt und mit dem Verpackungslogo gekennzeichnet wurde, dürfen noch bis zu 12 Monate nach dem Ende der Laufzeit dieses Vertrages in den Verkehr gebracht werden (maßgeblich hierfür ist die Übergabe an den unmittelbaren Abnehmer des Nutzers, nicht der Zeitpunkt des Verkaufs an den Letztverbraucher). Während dieser nachvertraglichen Aufbrauchsfrist hat der Nutzer die in diesem Vertrag geregelten Vorgaben weiterhin zu befolgen.
- 2.5. **Persönlich** erstreckt sich das Nutzungsrecht auf alle verbundenen Unternehmen des Nutzers i.S.v. §§ 15 ff. AktG, die gemäß § 9 Abs. 1 Verpackungsgesetz als Hersteller von systembeteiligungspflichtigen Verpackungen bei der Zentralen Stelle registriert sind (im Folgenden als „**weitere Nutzer**“ bezeichnet). Das Nutzungsrecht der weiteren Nutzer ist auflösend bedingt dadurch, dass das jeweilige Unternehmen seine Eigenschaft als verbundenes Unternehmen des Nutzers i.S.v. §§ 15 ff. AktG und/oder seine Registrierung gemäß § 9 Abs. 1 Verpackungsgesetz verliert.
- marked (or to have such actions performed by third parties on behalf of the user). The user may also use the Packaging Logo in advertising for such goods for which it has been granted a permission of use under this clause 2.1.
- 2.2. The Contractual Trademark must be spatially or at least **visually separated** on the packaging of the goods as well as in the advertising from other markings which are not part of the Contractual Trademark and which relate to the topics "packaging", "disposal", "recycling" and/or "recyclability". Details on this are regulated in the Style Guide according to clause 6.
- 2.3. The user's rights of use are **geographically** limited to the scope of protection of the Contractual Trademark. The trademark owner shall have no objection if the user uses the Packaging Logo outside this area of protection in accordance with the provisions of this agreement, but shall not assume any obligations or liability in this respect.
- 2.4. The user's rights of use are limited **in time to** the term of this contract. Goods whose packaging was produced and marked with the Packaging Logo during the term of this agreement may be marketed for up to 12 months after the end of the term of this agreement (the relevant date is the date of handover to the user's direct customer, not the date of sale to the end user). During this post-contractual period of use, the user shall continue to comply with the provisions of this agreement.
- 2.5. Personally, the user's rights of use extend to all affiliated companies of the user within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) which are registered with the the Central Agency Packaging Register as manufacturers of packaging subject to system participation pursuant to Section 9 (1) of the Packaging Act (hereinafter referred to as „other users“). The rights of use of other users is subject to the condition that the respective company ceases to be an affiliated company of the user within the meaning of Sections 15 et seq. of the German Stock Corporation Act and/or its registration pursuant to Section 9 (1) of the Packaging Act. The user is obliged to (i) to impose its own

Der Nutzer ist verpflichtet, (i) seine eigenen Verpflichtungen aus diesem Vertrag den eventuellen weiteren Nutzern ebenfalls vertraglich aufzuerlegen und (ii) dem Markeninhaber unverzüglich die vollständigen Kontaktdaten jedes weiteren Nutzers und dessen Registrierungsnummer bei der Zentralen Stelle in Textform mitzuteilen. Der Nutzer haftet für eventuelle Verstöße seiner weiteren Nutzer gegen die Vorgaben dieses Vertrages wie für eigenes Tun oder Unterlassen.

- 2.6. Der Nutzer ist zur Ausübung seiner hierdurch eingeräumten Nutzungsrechte berechtigt, aber **nicht verpflichtet**.
- 2.7. Der Nutzer schuldet **keine Vergütung** für die Nutzungsgenehmigung nach diesem Vertrag.
- 2.8. Die Nutzungsrechte des Nutzers nach diesem Vertrag sind **auflösend bedingt** dadurch, dass der Nutzer nicht mehr gemäß § 9 Abs. 1 Verpackungsgesetz als Hersteller von systembeteiligungspflichtigen Verpackungen bei der Zentralen Stelle registriert ist. Wenn diese Registrierung des Nutzers entfällt, ist er nicht mehr zur Nutzung der Vertragsmarke berechtigt.

3. Zulässige Zeichenbenutzung

- 3.1. Der Nutzer ist berechtigt, das Verpackungslogo in der oben in der Präambel wiedergegebenen Form zu benutzen.
- 3.2. Ferner darf der Nutzer das Verpackungslogo mit den im Styleguide gemäß Ziffer 6 beschriebenen Zusätzen und/oder Abweichungen zur Konkretisierung benutzen, ohne dass dadurch die Unterscheidungskraft der Marke beeinflusst wird. Alle anderen Zusätze und/oder Abweichungen der Vertragsmarke sind dem Nutzer untersagt und nicht von der nach Ziffer **Fehler! Verweisquelle konnte nicht gefunden werden**. eingeräumten Nutzungsgenehmigung gedeckt.
- 3.3. Die konkrete Form der Zeichenbenutzung durch den Nutzer darf weder für sich genommen noch in Kombination mit weiteren Merkmalen der gekennzeichneten Ware oder ihrer Verpackung (z.B. weiteren

obligations under this agreement on any sub-users by contract; and (ii) to notify the trademark owner promptly in text form of the full contact details of each sub-user and its registration number with the Central Packaging Registry. The user shall be liable for any breach by its sub-users of the provisions of this agreement as for its own acts or omissions.

- 2.6. The user shall be entitled to exercise its rights of use granted hereunder but it shall not be **obliged**.
- 2.7. The user shall not owe **any remuneration** for the permission of use under this agreement.
- 2.8. The user's rights of use under this agreement are subject to **the condition precedent** that the user is no longer registered with the the Central Agency Packaging Register as a manufacturer of packaging subject to system participation pursuant to Section 9 (1) of the Packaging Act. If this registration of the user ceases to exist, it shall no longer be entitled to use the Contractual Trademark.

3. Permitted use of characters

- 3.1. The user is entitled to use the Packaging Logo in the form reproduced above in the preamble.
- 3.2. Furthermore, the user may use the Packaging Logo with the additions and/or deviations described in the Style Guide pursuant to section 6 for the purpose of specification without affecting the distinctive character of the trademark. All other additions and/or variations to the Contractual Trademark are prohibited to the user and are not covered by the permission of use granted under clause 2.
- 3.3. The specific form of use of the sign by the user must not be misleading either on its own or in combination with other features of the marked product or its packaging (e.g. other markings on the packaging).

Kennzeichnungen auf der Verpackung) irreführend sein.

4. Zulässige Waren

- 4.1. Der Nutzer darf das Verpackungslogo ausschließlich für die Kennzeichnung von Waren nutzen, die – zumindest auch – typischerweise zur Abgabe an private Endverbraucher bestimmt sind und deren Verpackung alle folgenden Eigenschaften erfüllt:
- a) Es handelt sich nicht um eine Mehrwegverpackung;
 - b) es handelt sich nicht um eine Einweggetränkeverpackung, die nach § 31 Verpackungsgesetz der Pfandpflicht unterliegt; und
 - c) es handelt sich nicht um eine Verkaufsverpackung schadstoffhaltiger Füllgüter.
- 4.2. Private Endverbraucher im Sinne von Ziffer 4.1 sind private Haushaltungen und diesen nach der Art der dort typischerweise anfallenden Verpackungsabfälle vergleichbare Anfallstellen. Vergleichbare Anfallstellen im Sinne von Satz 1 sind insbesondere Gaststätten, Hotels, Raststätten, Kantinen, Verwaltungen, Kasernen, Krankenhäuser, Bildungseinrichtungen, karitative Einrichtungen, Niederlassungen von Freiberuflern, typische Anfallstellen des Kulturbereichs wie Kinos, Opern und Museen, sowie des Freizeitbereichs wie Ferienanlagen, Freizeitparks und Sportstadien. Vergleichbare Anfallstellen im Sinne von Satz 1 sind außerdem landwirtschaftliche Betriebe und Handwerksbetriebe, deren Verpackungsabfälle mittels haushaltsüblicher Sammelgefäße sowohl für Papier, Pappe und Karton als auch für Kunststoff-, Metall- und Verbundverpackungen, jedoch maximal mit einem 1 100-Liter-Umleerbehälter je Sammelgruppe, im haushaltsüblichen Abfuhrhythmus entsorgt werden können.
- 4.3. Der Nutzer darf das Verpackungslogo ausschließlich für die Kennzeichnung von Waren nutzen, mit deren Verpackung er sich gemäß § 7 Verpackungsgesetz zur Gewährleistung der flächendeckenden

4. Permitted goods

- 4.1. The user may use the Packaging Logo exclusively for the labelling of goods which are - at least also - typically intended for sale to private end consumers and whose packaging fulfils all the following characteristics:
- a) It is not a reusable packaging;
 - b) it is not a disposable beverage packaging subject to the mandatory deposit according to § 31 of the Packaging Act; and
 - c) it is not a sales packaging of pollutant-containing filling goods.
- 4.2. Private final consumers within the meaning of No. 4.1 are private households and comparable points of generation according to the type of packaging waste typically arising there. Comparable points of generation within the meaning of sentence 1 are, in particular, restaurants, hotels, service areas, canteens, administrations, barracks, hospitals, educational establishments, charitable institutions, offices of freelancers, typical points of generation in the cultural sector such as cinemas, operas and museums, as well as in the leisure sector such as holiday resorts, leisure parks and sports facilities. Comparable sources of waste within the meaning of sentence 1 are also agricultural enterprises and craft enterprises whose packaging waste can be disposed of using standard household collection containers for paper, paperboard and cardboard as well as for plastic, metal and composite packaging, but with a maximum of one 1 100-litre empty container per collection group, at standard household collection intervals.
- 4.3. The user may use the Packaging Logo exclusively for the labelling of goods with the packaging of which it has participated in one or more systems in accordance with Section 7 of the Packaging Act to ensure nationwide take-back (except for goods which are demonstrably not delivered to the end user within the scope of the Packaging Act).

Rücknahme an einem oder mehreren Systemen beteiligt hat (ausgenommen für Waren, die nachweislich nicht im Geltungsbereich des Verpackungsgesetzes an den Endverbraucher abgegeben werden).

5. Markensatzung

- 5.1. Voraussetzung der Benutzung der Vertragsmarke durch den Nutzer ist die Beachtung und Einhaltung der für die Vertragsmarke geltenden Satzung der Unionsgewährleistungsmarke gemäß Art. 84 UMV in ihrer jeweils gültigen Fassung (im Folgenden kurz als „**Markensatzung**“ bezeichnet). Die Markensatzung regelt die zur Benutzung der Vertragsmarke befugten Personen, die durch die Vertragsmarke zu gewährender Eigenschaften und die Art und Weise, wie der Markeninhaber diese Eigenschaften zu prüfen und die Benutzung der Vertragsmarke zu überwachen hat. In der Markensatzung sind außerdem die Bedingungen für die Benutzung der Vertragsmarke, einschließlich Sanktionen, angegeben.
- 5.2. Der Nutzer verpflichtet sich zur Beachtung und Einhaltung der Markensatzung.
- 5.3. Der Markeninhaber ist berechtigt, die Einhaltung der Markensatzung entsprechend den in der Markensatzung enthaltenen Regelungen zu prüfen.
- 5.4. Bestehen Anhaltspunkte dafür, dass der Nutzer Anforderungen der Markensatzung nicht beachtet oder nicht einhält, kann der Markeninhaber vom Nutzer Auskunft über die entsprechende Benutzung der Vertragsmarke und über die Maßnahmen des Nutzers zur Beachtung und zur Einhaltung der Markensatzung verlangen.
- 5.5. Wenn der Nutzer Anforderungen der Markensatzung nicht beachtet oder nicht einhält, ist der Nutzer verpflichtet, die entsprechende Verletzung unverzüglich abzustellen und Vorkehrungen zu treffen, um vergleichbare Verstöße gegen die Markensatzung für die Zukunft zu verhindern.
- 5.6. Die aktuell gültige Fassung der Markensatzung ist diesem Vertrag als **Anlage 2** beigefügt. Der Markeninhaber ist berechtigt, die Markensatzung jederzeit

5. Trademark Statutes

- 5.1. The prerequisite for the use of the Contractual Trademark by the user is the observance of and compliance with the statutes of the European Union trademark applicable to the Contractual Trademark pursuant to Art. 84 UMV as amended from time to time (hereinafter referred to as "**trademark statutes**"). The trademark statutes govern the persons authorised to use the Contractual Trademark, the characteristics to be ensured by the Contractual Trademark and the way in which the trademark owner shall verify these characteristics and supervise the use of the Contractual Trademark. The trademark statutes shall also specify the conditions of use of the Contractual Trademark, including sanctions.
- 5.2. The user undertakes to observe and comply with the trademark statutes.
- 5.3. The trademark owner is entitled to check compliance with the trademark statutes in accordance with the regulations contained in the trademark statutes.
- 5.4. If there are indications that the user does not observe or comply with the requirements of the trademark statutes, the trademark owner may demand information from the user about the corresponding use of the Contractual Trademark and about the measures taken by the user to observe and comply with the trademark statutes.
- 5.5. If the user fails to observe or comply with requirements of the trademark statutes, the user is obliged to immediately remedy the corresponding violation and to take precautions to prevent comparable violations of the trademark statutes in the future.

entsprechend den Regelungen in Art. 88 UMV zu ändern oder zu ergänzen. Entsprechende Änderungen oder Ergänzungen wird der Markeninhaber allen Nutzern der Vertragsmarke jeweils mit einer Vorlaufzeit von mindestens drei Monaten vor ihrem Inkrafttreten mitteilen. Waren, deren Verpackung noch vor dem Inkrafttreten einer solchen Änderung oder Ergänzung der Markensatzung entsprechend der bisherigen Version der Markensatzung hergestellt und mit dem Verpackungslogo gekennzeichnet wurde, dürfen noch bis zu 12 Monate nach dem Datum des Inkrafttretens der neuen Version gemäß den zuvor geltenden Regelungen in den Verkehr gebracht werden (maßgeblich hierfür ist die Übergabe an den unmittelbaren Abnehmer des Nutzers, nicht der Zeitpunkt des Verkaufs an den Letztverbraucher).

6. Styleguide

- 6.1. Der Nutzer verpflichtet sich zur Beachtung und Einhaltung der vom Markeninhaber für alle Nutzer der Vertragsmarke getroffenen Vorgaben zur graphischen Gestaltung bei der Benutzung des Verpackungslogos in ihrer jeweils gültigen Fassung (im Folgenden kurz als „**Styleguide**“ bezeichnet).
- 6.2. Bestehen Anhaltspunkte dafür, dass der Nutzer Anforderungen des Styleguide nicht beachtet oder nicht einhält, kann der Markeninhaber vom Nutzer Auskunft über die entsprechende Benutzung der Vertragsmarke und über die Maßnahmen des Nutzers zur Beachtung und zur Einhaltung des Styleguide verlangen.
- 6.3. Wenn der Nutzer Anforderungen des Styleguide nicht beachtet oder nicht einhält, ist der Nutzer verpflichtet, die entsprechende Verletzung unverzüglich abzustellen und Vorkehrungen zu treffen, um vergleichbare Verstöße gegen den Styleguide für die Zukunft zu verhindern.
- 6.4. Die aktuell gültige Fassung des Styleguide ist diesem Vertrag als **Anlage 3** beigefügt. Der Markeninhaber ist berechtigt, den Styleguide jederzeit zu ändern oder zu ergänzen. Entsprechende Änderungen oder Ergänzungen wird der Markeninhaber allen Nutzern der Vertragsmarke jeweils mit einer

- 5.6. The currently valid version of the trademark statutes is attached to this contract as **Annex 2**. The trademark owner is entitled to amend or supplement the trademark statutes at any time in accordance with the provisions of Art. 88 UMV. The trademark owner shall notify all its users of such amendments or supplements at least three months before they come into force. Goods whose packaging was produced in accordance with the previous version of the trademark statutes and marked with the Packaging Logo before the entry into force of such an amendment or supplement to the trademark statutes may continue to be marketed in accordance with the previously applicable regulations for up to 12 months after the date of entry into force of the new version (the relevant date is the date of delivery to the direct customer of the user, not the date of sale to the final consumer).

6. Style Guide

- 6.1. The user undertakes to observe and comply with the graphic design specifications for the use of the Packaging Logo as amended from time to time (hereinafter referred to as the "**Style Guide**") made by the trademark owner for all its users.
- 6.2. If there are indications that the user does not observe or comply with the requirements of the Style Guide, the trademark owner may demand information from the user about the corresponding use of the Contractual Trademark and about the measures taken by the user to observe and comply with the Style Guide.
- 6.3. If the user fails to observe or comply with any requirements of the Style Guide, the user shall immediately remedy such breach and take steps to prevent similar breaches of the Style Guide in the future.
- 6.4. The currently valid version of the Style Guide is attached to this contract as Annex 3. The trademark owner is entitled to amend or supplement the Style Guide at any time. The trademark owner shall notify all its users of

Vorlaufzeit von mindestens drei Monaten vor ihrem Inkrafttreten mitteilen. Waren, deren Verpackung noch vor dem Inkrafttreten einer solchen Änderung oder Ergänzung des Styleguide hergestellt und entsprechend der bisherigen Version des Styleguide mit dem Verpackungslogo gekennzeichnet wurde, dürfen noch bis zu 12 Monate nach dem Datum des Inkrafttretens der neuen Version gemäß den zuvor geltenden Regelungen in den Verkehr gebracht werden (maßgeblich hierfür ist die Übergabe an den unmittelbaren Abnehmer des Nutzers, nicht der Zeitpunkt des Verkaufs an den Letztverbraucher).

7. Verantwortung für rechtliche und regulatorische Vorgaben – Freistellung des Markeninhabers

- 7.1. Die Einhaltung aller rechtlichen und regulatorischen Vorgaben für die mit dem Verpackungslogo gekennzeichneten Waren und ihre Verpackung obliegt allein dem Nutzer. Dies gilt insbesondere für rechtliche Vorgaben betreffend die Produktkennzeichnung, Produktaufmachung und/oder Produktsicherheit im In- und Ausland.
- 7.2. Der Nutzer wird den Markeninhaber von allen Ansprüchen Dritter freistellen, die im Zusammenhang mit der Nutzung des Verpackungslogos gegenüber dem Markeninhaber geltend gemacht werden und auf einem (möglichen) Verstoß des Nutzers gegen seine Verpflichtungen aus Absatz 1 beruhen. Die Freistellungspflicht umfasst auch angemessene Kosten der Rechtsverteidigung durch den Markeninhaber. Der Markeninhaber verpflichtet sich, den Nutzer unverzüglich über die Geltendmachung entsprechender Ansprüche gegen sich zu informieren, ohne Zustimmung des Nutzers kein Anerkenntnis oder eine vergleichbare Erklärung hinsichtlich solcher Ansprüche abzugeben, und den Nutzer – auf dessen Kosten – in angemessenem Umfang bei der Abwehr der geltend gemachten Ansprüche zu unterstützen.

any such amendments or supplements at least three months in advance of their coming into force. Goods whose packaging was produced before such an amendment or supplement to the Style Guide came into force and which were marked with the Packaging Logo in accordance with the previous version of the Style Guide may continue to be marketed for up to 12 months after the date on which the amendment or supplement to the Style Guide came into force in accordance with the previously applicable regulations.

(the decisive factor here is the handover to the direct purchaser of the user, not the time of sale to the end consumer).

7. Responsibility for legal and regulatory requirements - Exemption of the trademark owner

- 7.1. Compliance with all legal and regulatory requirements for the goods marked with the Packaging Logo and their packaging is the sole responsibility of the user. This applies, in particular, to legal requirements concerning product labelling, product presentation and/or product safety at home and abroad.
- 7.2. The user shall indemnify the trademark owner against all claims of third parties asserted against the trademark owner in connection with the use of the Packaging Logo and based on a (possible) breach by the user of its obligations under paragraph 1. The obligation to indemnify shall also include reasonable costs of legal representation by the trademark owner. The trademark owner undertakes to inform the user without delay of the assertion of corresponding claims against it, not to make any acknowledgement or comparable declaration with regard to such claims without the consent of the user, and to support the user - at the user's expense - to a reasonable extent in the defense of the asserted claims.

8. Haftungsausschluss

- 8.1. Aufgrund der Unentgeltlichkeit der Nutzungsgenehmigung hat der Markeninhaber nur Vorsatz und grobe Fahrlässigkeit zu vertreten. Für Schäden aus der Verletzung des Lebens, des Körpers oder der Gesundheit gilt die gesetzliche Regelung.
- 8.2. Der Markeninhaber hat vor Anmeldung der Vertragsmarke eine Markenrecherche für Deutschland und weitere europäische Länder durchführen lassen, um eventuelle Kollisionen des Verpackungslogos mit älteren Markenrechten Dritter zu identifizieren. Die Ergebnisse dieser Markenrecherche wurden juristisch ausgewertet und es wurde ein Recherchebericht erstellt. Die Ergebnisse dieser Recherche werden dem Nutzer nach Abschluss dieses Vertrages in Form einer Download-Möglichkeit zur Verfügung gestellt. Es obliegt dem Nutzer, diese Ergebnisse der ursprünglichen Recherche selbst erneut auszuwerten und eventuelle weitere Recherchen nach ggf. einschlägigen Rechten Dritter, die durch mit dem Verpackungslogo gekennzeichnete Produkte verletzt werden könnten, durchzuführen.
- 8.3. Dem Markeninhaber ist nicht bekannt, dass die Nutzung des Verpackungslogos gemäß diesem Vertrag eventuell bestehende Rechte Dritter verletzt. Jede hierüber hinausgehende Haftung des Markeninhabers betreffend den Bestand und/oder die Nutzbarkeit der Vertragsmarke und/oder des Verpackungslogos wird hiermit ausgeschlossen.

9. Benutzungsnachweise

- 9.1. Der Nutzer verpflichtet sich, von jedem mit dem Verpackungslogo gekennzeichneten Produkt mindestens ein Produktfoto, auf dem das Verpackungslogo zu erkennen ist, jeweils unaufgefordert per E-Mail an die Adresse foto@trenn-hinweis.de zu senden.
- 9.2. Der Nutzer verpflichtet sich ferner, dem Markeninhaber auf Aufforderung detaillierte Informationen und Nachweise zu Art, Zeit, Ort und Umfang der Benutzung des Verpackungslogos durch den Nutzer innerhalb der letzten sechs Jahre zur Verfügung zu stellen. Diese Verpflichtung gilt nach Beendigung dieses Vertrages noch für weitere fünf Jahre fort.

8. Disclaimer

- 8.1. Due to the gratuitous nature of the permission of use, the trademark owner shall only be liable for intent and gross negligence. For damages resulting from injury to life, body or health, the statutory provisions shall apply.
- 8.2. The trademark owner had a trademark search carried out for Germany and other European countries before applying for the Contractual Trademark in order to identify possible collisions of the packaging logo with older trademark rights of third parties. The results of this trademark search were legally evaluated and a search report was prepared. The results of this search will be made available to the user in the form of a download option after the conclusion of this agreement. It is the responsibility of the user to re-evaluate the results of the original search and to carry out any further searches for relevant third-party rights which may be infringed by the licensed products.
- 8.3. The trademark owner is not aware that the use of the Packaging Logo in accordance with this contract infringes any existing rights of third parties. Any further liability of the trademark owner regarding the existence and/or usability of the Contractual Trademark and/or the Packaging Logo is hereby excluded.

9. Proof of use

- 9.1. The user undertakes to send at least one product photo of each product marked with the Packaging Logo, on which the Packaging Logo can be recognised, by e-mail to the address foto@trenn-hinweis.de without being requested to do so.
- 9.2. The user further undertakes to provide the trademark owner, upon request, with detailed information and evidence of the nature, time, place and extent of the user's use of the Packaging Logo within the last six

9.3. Die Verpflichtung zur Übermittlung von Informationen und/oder Unterlagen nach Ziffer 9.2 steht jeweils unter der Voraussetzung der kartellrechtlichen Zulässigkeit. Die Parteien werden diese kartellrechtliche Zulässigkeit vor der Übermittlung entsprechender Informationen und/oder Unterlagen jeweils im Einzelfall überprüfen und ggf. durch zusätzliche Maßnahmen sicherstellen.

10. Kommunikation

10.1. Die Parteien benennen für die gesamte Vertragslaufzeit jeweils einen zentralen Ansprechpartner, der insbesondere berechtigt ist, mit Wirkung für und gegen die jeweilige Partei gemäß diesem Vertrag Erklärungen abzugeben, Freigaben zu erteilen, Forderungen geltend zu machen und Erklärungen entgegenzunehmen.

10.2. Als zentralen Ansprechpartner i.S.v. Ziffer 10.1 benennt der Markeninhaber:

workinghead GmbH & Co. KG
Frau Dr. Alexandra Ranzinger
Oberföhringer Straße 123
81925 München
E-Mail: Alexandra.Ranzinger@workinghead.de

10.3. Als zentralen Ansprechpartner i.S.v. Ziffer 10.1 benennt der Nutzer die Person, die er bei Abschluss des Nutzungsvertrages angegeben hat.

10.4. Ein Austausch des von einer Partei benannten zentralen Ansprechpartners ist jederzeit durch eine entsprechende Erklärung dieser Partei in Textform gegenüber der anderen Partei möglich.

11. Vertraulichkeit

11.1. Der Nutzer verpflichtet sich, die Ergebnisse der vom Markeninhaber durchgeführten Recherche gemäß Ziffer 8.2 vertraulich zu behandeln und nur für die Zwecke dieses Vertrages zu benutzen.

11.2. Der Markeninhaber verpflichtet sich, Auskünfte des Nutzers gemäß Ziffer 5.4 und/oder Ziffer 6.2 sowie Informationen und Nachweise zur Benutzung gemäß Ziffer 9.2 vertraulich zu behandeln und nur für die Zwecke dieses Vertrages zu benutzen. Die Informationen und Nachweise zur Benutzung gemäß Ziffer 9.2 dürfen vom Markeninhaber

years. This obligation shall continue for a further five years after the termination of this agreement.

9.3. The obligation to provide information and/or documents pursuant to clause 9.2 is in each case subject to admissibility under anti-trust law. The Parties shall determine the admissibility under antitrust law prior to the transmission of the relevant information and/or documents on a case-by-case basis and, if necessary, ensure that additional measures are taken.

10. Communication

10.1. The Parties shall each appoint a central contact person for the entire term of the agreement, who shall in particular be entitled to make declarations, issue releases, assert claims and accept declarations with effect for and against the respective Party in accordance with this agreement.

10.2. The trademark owner designates the following as the central contact person within the meaning of Section 10.1:

workinghead GmbH & Co. KG
Dr Alexandra Ranzinger
Oberföhringer Straße 123, 81925 München
Mail: alexandra.ranzinger@workinghead.de

10.3. The user shall designate as the central contact person within the meaning of Section 10.1 the person it specified when concluding the Contract of use via the website www.trenn-hinweis.de.

10.4. A replacement of the central contact person designated by a party is possible at any time by a corresponding declaration of this party in text form to the other party.

11. Confidentiality

11.1. The user undertakes to treat the results of the research carried out by the trademark owner pursuant to Section 8.2 as confidential and to use them only for the purposes of this agreement.

11.2. The trademark owner undertakes to treat information to the user in accordance with Clause 5.4 and/or Clause 6.2 as well as information and evidence of use pursuant to

außerdem im Rahmen von rechtlichen Verfahren und Auseinandersetzungen verwendet werden, um den jeweiligen Umfang der Benutzung der Vertragsmarke zu beweisen oder glaubhaft zu machen.

11.3. Jede Partei wird angemessene Vorkehrungen zum Schutz der vertraulichen Informationen und Unterlagen der anderen Partei treffen, mindestens aber diejenigen Vorkehrungen, mit denen sie selbst vertrauliche Informationen über das eigene Unternehmen bzw. die eigene Person schützt. Diese Verpflichtung trifft die Organe und Mitarbeiter der jeweiligen Partei sowie eventuelle Dritte, die eine Partei in die Erfüllung des Vertrages einbezieht. Die Parteien werden sämtliche insoweit berechtigten Personen, die vertrauliche Informationen oder Unterlagen erhalten, über die Rechte und Pflichten aus dieser Vereinbarung informieren und sicherstellen, dass alle berechtigten Personen die Bestimmungen dieser Vereinbarung einhalten.

11.4. Die Verpflichtungen zur Vertraulichkeit gelten nicht für Informationen oder Unterlagen,

- a) die zum Zeitpunkt der Kenntniserlangung durch die andere Partei bereits öffentlich bekannt waren oder die danach ohne einen Verstoß gegen die hierin geregelten Vertraulichkeitsverpflichtungen öffentlich bekannt werden,
- b) anderweitig von einem Dritten erlangt wurden oder werden, sofern der Dritte jeweils rechtmäßig in den Besitz der Informationen bzw. Unterlagen gelangt ist und durch die Weitergabe nicht gegen eine ihn bindende Vertraulichkeitsverpflichtung verstößt,
- c) in deren anderweitige Nutzung oder Offenbarung gegenüber Dritten ausdrücklich eingewilligt wurde,
- d) zu deren Offenlegung die jeweilige Partei durch einen nicht mehr anfechtbaren Beschluss eines Gerichts, eine nicht mehr anfechtbare Anordnung einer Behörde oder gesetzlich verpflichtet ist. In diesem Fall

Section 9.2 as confidential and to use them only for the purposes of this agreement. The information and evidence of use pursuant to Section 9.2 may also be used by the trademark owner in the context of legal proceedings and disputes in order to prove or substantiate the respective scope of use of the Contractual Trademark.

11.3. Each party shall take reasonable precautions to protect the confidential information and documents of the other party, but at least those precautions with which it itself protects confidential information about its own company or person. This obligation applies to the organs and employees of the respective party as well as any third parties that a party involves in the performance of the contract. The parties shall inform all persons entitled in this respect who receive confidential information or documents of the rights and obligations arising from this agreement and shall ensure that all entitled persons comply with the provisions of this agreement.

11.4. The obligations of confidentiality do not apply to information or documents,

- a) which were already in the public domain at the time the other party became aware of them or which subsequently become known in the public domain without a breach of the confidentiality obligations governed herein,
- b) which were otherwise obtained from a third party, provided that the third party has in each case lawfully obtained possession of the information or documents and does not breach a confidentiality obligation binding on it by disclosing them,
- c) where any other type of use or disclosure of which to third parties has been expressly consented to,
- d) which the respective party is obliged to disclose by a court order that can no longer be appealed, by an order of an authority that can no longer be appealed or by law. In this case, the party so obligated shall inform the other party immediately and in text form about the

informiert die so verpflichtete Partei die andere Partei unverzüglich und in Textform über die (ggf. drohende) Weitergabe der vertraulichen Informationen oder Unterlagen.

- 11.5. Die hierin geregelten Vertraulichkeitspflichten gelten über die Beendigung des Vertrages hinaus fort.

12. Laufzeit und Kündigung

12.1. Diese Vereinbarung wird auf unbestimmte Zeit geschlossen. Sie kann von jeder Vertragspartei mit einer Frist von drei Monaten zum Monatsende ordentlich gekündigt werden. Jede Partei kann ihre ordentliche Kündigung dieses Vertrags auf einzelne Waren oder Warenklassen und/oder auf einzelne Länder oder andere Regionen des Vertragsgebiets beschränken.

12.2. Das Recht der Parteien zur außerordentlichen Kündigung aus wichtigem Grund bleibt unberührt. Der Markeninhaber ist insbesondere berechtigt, den vorliegenden Vertrag außerordentlich zu kündigen, wenn

- (1) der Nutzer gegen seine Verpflichtung zur Einhaltung der Markensatzung gemäß Ziffer 5.2 verstößt und der Verstoß nach Aufforderung durch den Markeninhaber nicht binnen angemessener Frist behoben wird, oder
- (2) der Nutzer gegen seine Verpflichtung zur Einhaltung des Styleguides gemäß Ziffer 6.1 verstößt und der Verstoß nach Aufforderung durch den Markeninhaber nicht binnen angemessener Frist behoben wird, oder
- (3) der Nutzer den Rechtsbestand der Vertragsmarke angreift, oder
- (4) der Nutzer das Verpackungslogo der ein verwechselbar ähnliches Zeichen als Marke oder als Design anmeldet oder einen Dritten hierzu veranlasst.

12.3. Jede Kündigung bedarf zu ihrer Wirksamkeit der Textform.

13. Sonstiges

13.1. Allgemeine Geschäftsbedingungen des Nutzers finden keine Anwendung. Dies gilt auch dann, wenn der Nutzer ausdrücklich auf

(possibly threatened) disclosure of the confidential information or documents.

11.5. The confidentiality obligations regulated herein shall continue to apply beyond the termination of the contract.

12. Term and termination

12.1. This agreement is concluded for an indefinite period. It may be terminated by either Party with three months' notice to the end of a month. Either Party may limit its ordinary termination of this agreement to individual goods or classes of goods and/or to individual countries or other regions of the agreement Area.

12.2. The right of the parties to extraordinary termination for good cause shall remain unaffected. In particular, the trademark owner shall be entitled to terminate this agreement for cause if

- (1) the user breaches its obligation to comply with the Trademark Statutes pursuant to Clause 5.2 and the breach is not remedied within a reasonable period of time after being requested to do so by the trademark owner, or
- (2) the user breaches its obligation to comply with the Style Guide in accordance with clause 6.1 and the breach is not remedied within a reasonable period of time after being requested to do so by the trademark owner, or
- (3) the user attacks the legal status of the Contractual Trademark, or
- (4) the user registers the Packaging Logo or a confusingly similar sign as a trademark or as a design or causes a third party to do so.

12.3. Any termination must be in text form to be effective.

13. Other

13.1. The user's general terms and conditions shall not apply. This shall also apply if the user expressly refers to the validity of its general

- die Geltung seiner allgemeinen Geschäftsbedingungen verweist und der Markeninhaber dem nicht widerspricht.
- 13.2. Der Markeninhaber behält sich vor, die in dieser Vereinbarung geregelten Vertragsbedingungen mit Zustimmung des Nutzers zu ändern oder zu ergänzen. Solche Änderungen oder Ergänzungen werden dem Nutzer vorab in Textform übersandt. Die Zustimmung des Nutzers zu derart übersandten Änderungen bzw. Ergänzungen gilt als erteilt, wenn der Nutzer ihnen nicht innerhalb von einem Monat nach Erhalt der Mitteilung in Textform widerspricht. Der Markeninhaber ist verpflichtet, den Nutzer auf diese Rechtsfolge eines nicht (rechtzeitig) erfolgten Widerspruchs in seiner Mitteilung noch einmal gesondert hinzuweisen. Weitreichende Änderungen, die die Grundlagen der rechtlichen Beziehungen zwischen den Parteien betreffen und dem Abschluss eines neuen Vertrags gleichkommen können, sind abweichend hiervon nur mit ausdrücklicher Zustimmung des Nutzers möglich.
- 13.3. Für den Fall, dass der Markeninhaber die Vertragsmarke an einen Dritten (im Folgenden als „**neuer Markeninhaber**“ bezeichnet) überträgt, ist der Markeninhaber berechtigt, auch diesen Nutzungsvertrag und alle seine Rechte und Pflichten hieraus zusammen mit der Vertragsmarke auf den neuen Markeninhaber zu übertragen. Mit der Übertragung gehen automatisch alle dann bestehenden und ggf. künftig entstehenden Rechte und Pflichten des Markeninhabers automatisch auf den neuen Markeninhaber über, der ab dann der neue Vertragspartner des Nutzers und der Inhaber aller Rechte und Pflichten aus diesem Vertrag gegenüber dem Nutzer ist. Der Markeninhaber wird den Nutzer über einen solchen Wechsel seines Vertragspartners unverzüglich informieren.
- 13.4. Für die Auslegung der in diesem Vertrag verwendeten Begriffe gelten die Begriffsbestimmungen des Verpackungsgesetzes entsprechend.
- 13.5. Änderungen dieser Vereinbarung bedürfen der Textform. Dies gilt auch für einen
- terms and conditions of business and the trademark owner does not object to this.
- 13.2. The trademark owner reserves the right to amend or supplement the terms and conditions of this agreement with the consent of the user. Such amendments or supplements shall be sent to the user in text form in advance. The user's consent to such sent amendments or supplements shall be deemed granted if the user does not object to them in text form within one month after receipt of the notification. The trademark owner shall be obliged to separately inform the user of this legal consequence of a failure to object (in due time) in its notification. Far-reaching changes that affect the basis of the legal relationship between the parties and may be tantamount to the conclusion of a new contract are, in derogation thereof, only possible with the explicit consent of the user.
- 13.3. In the event that the trademark owner transfers the Contractual Trademark to a third party (hereinafter referred to as the "**new trademark owner**"), the trademark owner shall also be entitled to transfer this Contract of use and all its rights and obligations hereunder together with the Contractual Trademark to the new trademark owner. Upon such transfer, all then existing and, if applicable, future rights and obligations of the trademark owner shall automatically pass to the new trademark owner, who shall from then on be the new contractual partner of the user and the holder of all rights and obligations under this agreement vis-à-vis the user. The trademark owner shall immediately inform the user of any such change of its contractual partner.
- 13.4. For the interpretation of the terms used in this contract, the definitions of the Packaging Act shall apply accordingly.
- 13.5. Amendments to this agreement must be made in text form. This also applies to a waiver of the requirement of text form itself.
- 13.6. German law shall apply to the exclusion of the UN Convention on Contracts for the

Verzicht auf das Erfordernis der Textform selbst.

13.6. Es gilt deutsches Recht unter Ausschluss des UN-Kaufrechts und eventueller Verweisungen auf andere Rechtsordnungen.

13.7. Ausschließlicher Gerichtsstand für alle Streitigkeiten aus oder im Zusammenhang mit diesem Nutzungsvertrag ist München. Dies gilt nicht für das Mahnverfahren und andere zwingende gesetzliche Gerichtsstände, von denen nicht durch Parteivereinbarung abgewichen werden kann.

Anlage 1: Registerauszug

Anlage 2: Markensatzung

Anlage 3: Styleguide

International Sale of Goods and any references to other legal systems.

13.7. The exclusive place of jurisdiction for all disputes arising from or in connection with this Contract of use is Munich. This shall not apply to dunning proceedings and other mandatory statutory places of jurisdiction which cannot be deviated from by agreement between the parties.

Annex 1: Register Excerpt

Annex 2: Trademark Statutes

Annex 3: Style Guide

Nur die deutschsprachige Version des Nutzungsvertrags ist verbindlich. Die englische Übersetzung ist unverbindlich und dient lediglich zu Informationszwecken.

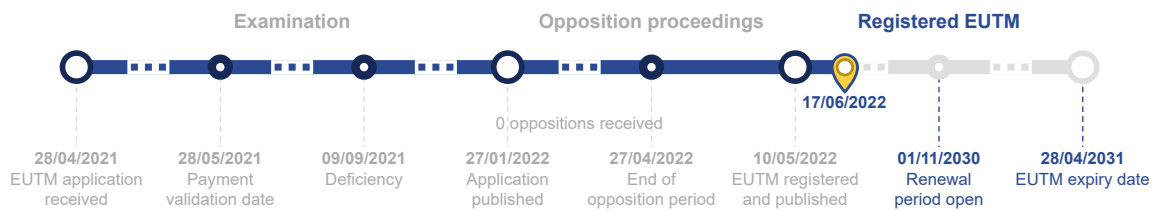
Only the German language version of the Contract of use is binding. The English translation is non-binding and only provided for information purposes.

EUTM file information

(Trade mark without text)

018462727

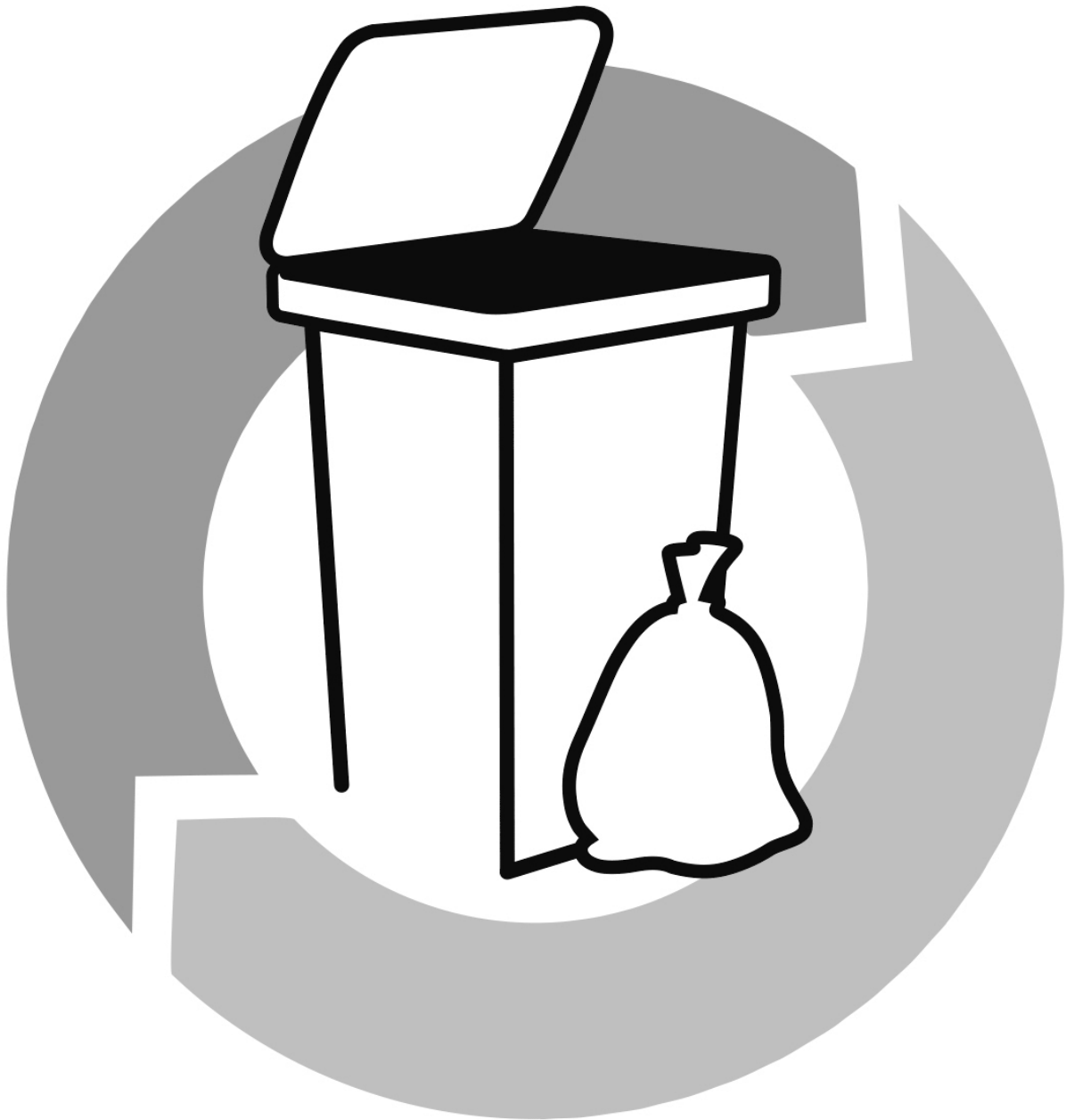
Timeline



Trade mark information

| | | | |
|-----------------------|--|--------------------------|---------------------|
| Name | (Trade mark without text) | Filing date | 28/04/2021 |
| Filing number | 018462727 | Registration date | 06/05/2022 |
| Basis | EUTM | Expiry date | 28/04/2031 |
| Date of receipt | 28/04/2021 | Designation date | |
| Type | Figurative | Filing language | German |
| Nature | EU certification marks | Second language | English |
| Nice classes | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 (Nice Classification) | Application reference | 15/15-21.165 |
| Vienna Classification | 10.03.10, 19.01.04, 24.15.02, 24.15.13 (Vienna Classification) | Trade mark status | Registered |
| | | Acquired distinctiveness | No |

Graphic representation



Goods and services

English (en) ▼

1 Chemicals used in industry, science and photography, as well as in agriculture, horticulture and forestry; Unprocessed artificial resins, unprocessed plastics; Compositions for fire extinguishing and prevention; Tempering and soldering preparations; Tanning compositions for animal skins; Adhesives for use in industry; Putties and other paste fillers; Compost, manures, fertilizers; Biological preparations for use in industry and science.

2 Paints, varnishes, lacquers; Preservatives against rust and against deterioration of wood; Colouring matters, dyestuffs; Inks for printing, marking and engraving; Raw natural resins; Metal in foil and powder form for use in painting, decorating, printing and art.

3 Non-medicated cosmetics and toiletry preparations; Sanitary preparations being toiletries; Non-medicated dentifrices; Perfumery, essential oils; Deodorants for human beings or for animals (perfumery); Household fragrances; Bleaching preparations and other substances for laundry use; Cleaning, polishing, scouring and abrasive preparations.

4 Industrial oils and greases, wax; Lubricants; Dust controlling compositions; Fuels and illuminants; Candles and wicks for lighting.

5 Pharmaceuticals, medical and veterinary preparations; Sanitary preparations for medical purposes; Dietetic food and substances adapted for medical or veterinary use, food for babies; Dietary supplements for human beings and animals; Plasters, materials for dressings; Material for stopping teeth, dental wax; Disinfectants; Preparations for destroying noxious animals; Fungicides, herbicides.

- 6** Common metals and their alloys, ores; Materials of metal for building and construction; Buildings, transportable, of metal; Non-electric cables and wires of common metal; Metal hardware; Metal containers for storage or transport; Safes.
- 7** Machines and machine tools for treatment of materials and for manufacturing; Motors and engines and propulsion mechanisms, other than for land vehicles; Machine coupling and transmission components (except for land vehicles); Agricultural implements other than hand operated hand tools; Incubators for eggs; Vending machines; Vacuum cleaners; 3D printers.
- 8** Hand operated hand tools and implements; Cutlery, tableware; Kitchen knives and Cutting implements for kitchen use; Side arms, other than firearms; Razors and Razors.
- 9** Scientific, research, navigation, surveying, photographic, cinematographic, audiovisual, optical, weighing, measuring, signalling, detecting, testing, inspecting, life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling the distribution or use of electricity; Apparatus and instruments for recording, transmitting, reproducing or processing sound, images or data; Recorded and downloadable media, computer software, blank digital or analogue recording and storage media; Coin-operated mechanisms; Cash registers, calculating machines; Computers and computer peripherals; Diving suits, Divers' masks, ear plugs for diving, Nose clips for divers and swimmers, Gloves for divers, Breathing apparatus for underwater swimming; Fire extinguishers; Mouth guards for sports; Magnets; Smartwatches; Cases for smartphones; Wearable activity trackers.
- 10** Surgical, medical, dental and veterinary apparatus and instruments; Orthopedic articles; Suture materials; Therapeutic and assistive devices adapted for persons with disabilities; Massage apparatus; Apparatus, devices and articles for nursing infants; Sexual activity apparatus, devices and articles.
- 11** Apparatus and installations for lighting, heating, cooling, steam generating, cooking, drying, ventilating and water supply and sanitary purposes.
- 12** Vehicles; Apparatus for locomotion by land, air or water; Parts and fittings for vehicles.
- 13** Fowling pieces; Ammunition and projectiles; Holders, holsters, magazines and cartridges, for weapons and ammunition; Explosives; Fireworks.
- 14** Precious metals and their alloys; jewellery, precious stones and semi-precious stones; Horological and chronometric instruments; Cuff links; Tie pins; Tie clips; Key rings [split rings with trinket or decorative fob]; Key rings; Jewellery charms.
- 15** Musical instruments; Music stands and stands for musical instruments; Musical accessories; Conductors' batons.
- 16** Paper and cardboard; Printed matter; Bookbinding material; Photographs [printed]; Stationery and office requisites (except furniture); Adhesives for stationery or household purposes; Drawing materials and materials for artists; Paint brushes; Teaching materials [except apparatus]; Colouring books; Plastic sheets, films and bags for wrapping and packaging; Paper tissues.
- 17** Unprocessed and semi-processed rubber, gutta-percha, gum, asbestos, mica and substitutes for all these materials; Plastics and resins in extruded form for use in manufacturing processes; Packing, stopping and insulating materials; Flexible pipes, tubes and hoses, not of metal.
- 18** Leather and imitations of leather; Straps for soldiers' equipment; Girths of leather; Bags made of leather; Animal skins, hides; luggage and carrying bags; Luggage tags; Umbrellas and parasols; Walking sticks; Whips, harness and saddlery; collars, leashes and clothing for animals.
- 19** Materials, not of metal, for building and construction; Rigid pipes, not of metal, for building; Asphalt, pitch, tar and bitumen; Buildings, transportable, not of metal; Monuments, not of metal.
- 20** Furniture, mirrors, picture frames; Beds, bedding, mattresses, pillows and cushions; Containers, not of metal, for storage or transport; unworked or semi-worked bone, horn, whalebone or mother-of-pearl; Shells; Meerschaum; Yellow amber; Screws, not of metal; Numberplates, not of metal; Furnishing accessories, namely Fashionable accessories (decorative items) for interior design in the form of small or medium-sized objects having a close connection to the living space and being primarily, but not solely, intended to enhance the visual appearance thereof, for decorative purposes, Of the following materials: Wood, Cork, teed, rush, Wicker, Horn bone, Ivory, whalebone, Shell amber, Mother-of-pearl, Meerschaum, Replacement parts for the aforesaid goods, Materials of plastic, The aforesaid goods included in class 20.
- 21** Household or kitchen utensils and containers; Cookware and tableware, except forks, knives and spoons; Combs and sponges; Brushes; Material for brush-making; Cleaning articles; Glass, unworked or semi-worked, except building glass; Glassware, porcelain and earthenware; Devices for pest and vermin control; Gardening gloves; Garden syringes.
- 22** Ropes and strings; Nets; Tents and tarpaulins; Awnings of textile or synthetic materials; Sails; Padding cushioning and stuffing materials, except of paper, cardboard, rubber or plastics; raw textile fibres and substitutes thereof; Hammocks; Vehicle covers, not fitted; Sacks; Bags [envelopes, pouches] of textile, for packaging.
- 23** Yarns and threads for textile use.
- 24** Textiles and substitutes therefor; Linens; Curtains of textile or plastic; Mosquito nets.
- 25** Clothing, footwear, headgear.
- 26** Lace, Braids, Braid, Braids, Braids and embroidery, and ribbons and bows (haberdashery); Buttons, hooks and eyes, pins and needles; Artificial flowers; Decorative articles for the hair; Artificial hair; Hair curlers, electric and non-electric, other than hand implements; Hair fasteners; Buckles [clothing accessories]; Zip fasteners; Artificial Christmas garlands.
- 27** Carpets, rugs, mats and matting, linoleum and other materials for covering existing floors; Wall hangings, not of textile; Wallpaper.
- 28** Games, toys and playthings; Video game apparatus; Gymnastic and sporting articles; Decorations for Christmas trees; Hunting and fishing equipment; Practical jokes (novelties) for parties; holiday ornaments; Artificial Christmas trees.
- 29** Meat, fish, poultry and game; Meat extracts; Preserved, frozen, dried and cooked fruits and vegetables; Jellies, jams, compotes; Eggs; Milk, cheese, butter, yoghurt and other dairy products; Edible oils and fats.
- 30** Coffee, tea, cocoa and artificial coffee; Rice, pasta and noodles; Tapioca and sago; Flour and preparations made from cereals; Bread, pastry and confectionery; Chocolate; Ice cream, sorbets and other kinds of edible ices; Sugar, honey, treacle; Yeast, baking-powder; Salt, condiments, spices, preserved herbs; vinegar, sauces and other condiments; Ice [frozen water].

31 Raw and unprocessed agricultural, aquacultural, horticultural and forestry products; Raw and unprocessed grains and seeds; Fresh fruit and vegetables, fresh herbs; Natural plants and flowers; Onions, seedlings and grains (seeds) in the form of propagation material; Live animals; Foodstuffs for animals and beverages for animals; Malt.

32 Beer; Non-alcoholic beverages; Mineral and aerated waters; Fruit beverages and fruit juices; Syrups and other non-alcoholic preparations for making beverages.

33 Alcoholic beverages (except beers); Preparations for making alcoholic beverages.

34 Tobacco and tobacco substitutes; Cigarettes and cigars; electronic cigarettes and oral vaporizers for smokers; Articles for use with tobacco; Matches.

Description

No data

Owners

Trennhinweis e.V.

| | | | | | |
|--------------|--------------------------|--------------|----------------------------|--|--|
| ID | 1307326 | Country | DE - Germany | Correspondence address | |
| Organisation | Trennhinweis e.V. | State/county | n/a | Trennhinweis e.V. Kopernikusstraße 9 D-81679 München ALEMANIA | Hidden. You can set your contact details to be publicly available via the User Area. |
| Legal status | Legal entity | Town | München | | |
| | | Post code | 81679 | | |
| | | Address | Kopernikusstr 9 | | Hidden. You can set your contact details to be publicly available via the User Area. |
| | | | | | Hidden. You can set your contact details to be publicly available via the User Area. |

Representatives

SSH Rechtsanwälte PartGmbH Selk

| | | | | | |
|--------------|--------------------|--------------|----------------------------|---|--|
| ID | 104115 | Country | DE - Germany | Correspondence address | |
| Organisation | n/a | State/county | n/a | SSH Rechtsanwälte PartGmbH Selk Kopernikusstr. 9 D-81679 München ALEMANIA | Hidden. You can set your contact details to be publicly available via the User Area. |
| Legal status | n/a | Town | München | | |
| Type | Association | Post code | 81679 | | |
| | | Address | Kopernikusstr 9 | | Hidden. You can set your contact details to be publicly available via the User Area. |
| | | | | | Hidden. You can set your contact details to be publicly available via the User Area. |

Correspondence

| | From | Procedure | Filing number | Subject | Date | Actions |
|--|------|-----------|---------------|--|------------|---------|
| | | Recordal | 021740199 | Transfers - entry on the register. | 06/06/2022 | |
| | | Recordal | 021858785 | C.3.5. - EU collective marks - Notification of Entry | 06/06/2022 | |
| | | EUTM | 018462727 | L304 - Cover letter for registration certificate | 11/05/2022 | |
| | | Recordal | 021740199 | Application form and attachment | 10/05/2022 | |

| | From | Procedure | Filing number | Subject | Date | Actions |
|--|------|-----------|---------------|---------------------------------|------------|---------|
| | | Recordal | 021858785 | Application form and attachment | 10/05/2022 | |
| | | EUTM | 018462727 | Certificate | 10/05/2022 | |
| | | EUTM | 018462727 | Letter special correspondence | 12/01/2022 | |
| | | EUTM | 018462727 | Application form and attachment | 03/11/2021 | |
| | | EUTM | 018462727 | Letter to the EUIPO | 03/11/2021 | |
| | | EUTM | 018462727 | L117B | 10/09/2021 | |

Showing 1 to 10 of 28 entries

IR transformation

No data

Seniority

No data

Exhibition priority

No data

Priority

No data

Publications

| Bulletin number | Date | Section | Description |
|-----------------|------------|---------|---|
| 2022/018 | 27/01/2022 | A.1 | Applications published under Article 44 EUTMR |
| 2022/086 | 10/05/2022 | B.1 | Registrations with no amendments since the application was published |
| 2022/105 | 08/06/2022 | C.1.1 | Proprietor - Total transfers |
| 2022/105 | 08/06/2022 | C.3.5 | Amendments to regulations governing the use of collective trade marks |

Showing 1 to 4 of 4 entries

Cancellation

No data

Recordals

| Bulletin number | Date | Section | Filing number | Title | Subtitle |
|-----------------|------------|---------|---------------|----------------|---|
| | | | 020174366 | Representative | Appointment / Replacement of representative |
| | | | 020201227 | Representative | Change of name and professional address |
| | | | 020208032 | Representative | Appointment / Replacement of representative |
| 2022/105 | 08/06/2022 | C.3.5 | 021858785 | Trade mark | Amendments to regulations governing the use of collective trade marks |

| Bulletin number | Date | Section | Filing number | Title | Subtitle |
|-----------------|------------|---------|---------------|------------|-----------------|
| 2022/105 | 08/06/2022 | C.1.1 | 021740199 | Proprietor | Total transfers |

Showing 1 to 5 of 5 entries

Oppositions

No data

Appeals

No data

Decisions

No data

Renewals

No data

Trade mark relations

No data

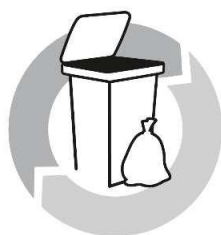
International Applications

No data

Trademark Statutes

for the

EU certification mark No. 018462727



Preamble

The applicant was founded as an association of so-called "systems" within the meaning of the German law on the distribution, take-back and high-quality recycling of packaging - hereinafter referred to as the '**Packaging Act**' ("**VerpackG**") - i.e. members of the association are legal entities organized under private law, with the authorisation of the competent Land authority, collect empty packaging from private final consumers in their respective catchment areas and to pass it on to recycling.

The applicant has developed a marking to inform private final consumers in Germany about the collection systems set up for the separate collection of packaging waste. This marking is hereinafter referred to as the "**EU certification mark**". The intended information of the final consumer is linked to the registration of manufacturers of packaging subject to system participation with the Central Agency Packaging Register ("Zentrale Stelle Verpackungsregister"), which is regulated in Section 9 of the Packaging Act. Registration with the Central Agency Packaging Register combats the unfair practice of so-called "free-riding" by some manufacturers of goods who do not comply with their system participation obligation regulated in the Packaging Act. In its explanatory memorandum to the law, the German legislator justified the registration obligation according to § 9 of the Packaging Act as follows:

- *"Manufacturers of packaging subject to system participation are obliged to register with the Central Agency Packaging Register before placing the packaging on the market for the first time. The register of manufacturers is published on the Internet and can be viewed by anyone. This is intended to increase transparency and prevent failure to participate in the system ('free riding')." (German Bundestag, printed matter 18/11274, page 52)*
- *"Section 9 introduces a registration obligation for the first time in the packaging sector, which is based on the existing registration obligation for manufacturers of electrical and electronic equipment pursuant to Section 6 of the Electrical and Electronic Equipment Act. This is intended to provide the Central Agency Packaging Register with a better basis for monitoring and, at the same time, to enable effective self-monitoring of the market through publication of the key registration data on the internet". (German Bundestag, printed matter 18/11274, page 91)*
- *"Publication on the Internet is intended to enable anyone to search the online register for specific manufacturers and brands and thus to check whether the manufacturers have fulfilled their basic obligation to participate in the system. Since it is not possible to participate in a system without prior registration, it can be concluded that no system participation has taken place if there is no entry in the registration database. In this way, in particular those manufacturers who have so far placed packaging subject to system participation on the market without any product responsibility should be discovered and required to properly fulfil their manufacturer obligations. (German Bundestag, printed matter 18/11274, page 92)*

So far, the transparency sought by the legislator has reached its limits, as private end consumers would have to consult the manufacturer's register of the Central Agency Packaging Register published on the internet when buying a product. In many cases, this is not realistic.

In order to facilitate the information of private final consumers and to improve the transparency aimed at by the legislator, interested companies may therefore affix the EU certification mark to the packaging for their goods if they fulfil the requirements of the present trademark statutes. In order to offer consumers even greater added value, the EU certification mark can be supplemented with information on the correct disposal of the respective specific packaging of the goods.

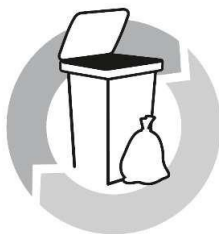
1. Name of the applicant

Applicant for the EU certification mark is
Trennhinweis e.V.
Kopernikusstraße 9
81679 München
Deutschland

- hereinafter jointly referred to as "**the applicant**" -

2. Declaration by the applicant pursuant to Art. 83 (2) UMV

- 2.1. The applicant hereby declares that he is not engaged in any commercial activity involving the supply of goods covered by the guarantee.
- 2.2. The applicant hereby declares that they meet the requirements set out in Article 83(2) of Regulation (EU) 2017/1001 of the European Parliament and of the Council of 14 June 2017 on the EU certification mark.

3. Reproduction of the EU certification mark**4. List of goods**

The subject-matter of the EU trademark are the following goods in Classes 1 to 34 (hereinafter collectively referred to as '**the goods**')

- **Class 1:** Chemicals for industrial, scientific, photographic, agricultural, horticultural and forestry purposes; artificial resins in the raw, plastics in the raw; fire-extinguishing and fire-protection preparations; preparations for hardening and soldering of metals;

agents for tanning animal skins; adhesives for industrial purposes; putty and other fillers; compost, fertilisers, manures; biological agents for commercial and scientific purposes.

- **Class 2:** Paints, varnishes, lacquers; rust preventives, wood preservatives; dyes, colouring matter; inks for printing, marking and engraving; natural resins in the raw state; metals in leaf and powder form for painting, decorating, printing and artistic purposes.
- **Class 3:** Non-medicated cosmetics and toilet preparations; sanitary preparations for personal hygiene; non-medicated dentifrices; perfumery, essential oils; deodorants for humans or animals [perfumery]; room scents; washing and bleaching preparations; cleaning, polishing, scouring and abrasive preparations.
- **Class 4:** Industrial oils and greases, wax; lubricants; dust absorbing, dust wetting and dust binding preparations; fuels and illuminants; candles and wicks for lighting purposes.
- **Class 5:** Pharmaceutical, medical and veterinary preparations; sanitary preparations for medical purposes; dietetic foodstuffs and products for medical or veterinary purposes, food for babies; food supplements for humans and animals; plasters, dressings; dental fillings and impression material for dental purposes; disinfectants; preparations for destroying vermin; fungicides, herbicides.
- **Class 6:** Base metals and their alloys, ores; materials of metal for building and construction; transportable structures of metal; cables and wires of base metals [not for electrical purposes]; hardware; containers of metal for storage and transport; safes.
- **Class 7:** Machines and machine tools for material processing and production; engines and motors, except for land vehicles; clutches and transmission devices, except for land vehicles; agricultural implements, except hand-operated hand tools; incubators for eggs; automatic vending machines; hoovers; 3D printers.
- **Class 8:** Hand-operated hand tools and implements; cutlery, eating utensils; kitchen knives and cutting tools for the kitchen; cutting and thrusting weapons; razors and shaving apparatus.
- **Class 9:** Scientific, research, navigational, surveying, photographic, cinematographic, audiovisual, optical, weighing, measuring, signalling, detecting, checking, controlling, rescuing and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, storing, regulating or controlling the distribution or use of electricity; apparatus and instruments for recording, transmitting, reproducing or processing sound, images or data; recorded and downloadable media, computer software, blank digital or analogue recording and storage media; mechanisms for money-operated apparatus; cash registers, calculating devices; computers and computer peripherals; diving suits, diving masks, earplugs for divers, nose clips for divers and swimmers, diving gloves, breathing apparatus for diving; fire extinguishers; mouthguards for use in sport; magnets; smartwatches; shells for smartphones; portable activity trackers.
- **Class 10:** Surgical, medical, dental and veterinary instruments and apparatus; orthopaedic articles; surgical sutures; therapeutic and supportive apparatus adapted for persons with disabilities; massage apparatus; appliances,

Appliances and articles for babies; appliances, equipment and articles for sexual activity.

- **Class 11:** Equipment and installations for lighting, heating, cooling, steam generation, cooking, drying, ventilation, water supply and sanitary purposes.
- **Class 12:** Vehicles; apparatus for locomotion by land, air or water; parts and accessories for vehicles.
- **Class 13:** Firearms; ammunition and projectiles; holders, holsters, magazines and cartridges for arms and ammunition; explosives; fireworks.
- **Class 14:** Precious metals and their alloys; jewellery, precious and semi-precious stones; watches and clocks; cufflinks; tie pins; tie bars; key rings; key rings; pendants.
- **Class 15:** Musical instruments; music stands and stands for musical instruments; musical accessories; batons.
- **Class 16:** Paper and paperboard; printed matter; bookbinding material; photographs; stationery and office requisites, except furniture; adhesives for stationery or household purposes; drawing and artists' materials; pins; instructional and teaching material; colouring books; plastic films and bags for wrapping and packaging; paper handkerchiefs.
- **Class 17:** Rubber, gutta-percha, gum, asbestos, mica and their substitutes, in the raw or partially worked state; articles of plastics or resins in extruded form for use in manufacturing processes; sealing, packing and insulating materials; flexible tubes, pipes and hoses [not of metal].
- **Class 18:** Leather and imitations of leather; leather articles; leather straps; bags of leather; animal skins and hides; luggage and travelling bags; luggage tags; umbrellas and parasols; walking sticks; whips, harness and saddlery; collars, leads and blankets for animals.
- **Class 19:** Materials, not of metal, for building purposes; pipes, not of metal, for building purposes; asphalt, pitch, tar and bitumen; transportable structures, not of metal; monuments, not of metal.
- **Class 20:** Furniture, mirrors, picture frames; beds, bedding, mattresses, cushions and pillows; containers, not of metal, for storage or transport; bones, horn, fish bones or mother-of-pearl in the raw or partly worked state; shells; sea foam; amber; screws, not of metal; registration plates, not of metal, for vehicles; home accessories, namely fashion accessories for home decoration in the form of small or medium-sized objects closely associated with the home and intended primarily, but not exclusively, to enhance its appearance and for decorative purposes, of wood, cork, cane, rushes, willow, horn, bone, ivory, whalebone, tortoiseshell, amber, mother-of-pearl, meerscham and substitutes therefor, or of plastics (as far as included in Class 20).
- **Class 21:** Household and kitchen utensils and containers; cooking and tableware, except knives, forks and spoons; combs and sponges; brushes and paintbrushes, except for painting; brush-making materials; cleaning materials; unworked or partly worked glass, except building glass; glassware, porcelain and earthenware; pest and vermin repellent articles; gardening gloves; garden sprayers.

- **Class 22:** Ropes and twine; nets; tents and tarpaulins; awnings of textile material or of plastics; sails; padding and cushioning material, other than of paper, paperboard, rubber or plastics; unbleached textile fibres and their substitutes; hammocks; unadapted vehicle tarpaulins; sacks; packing bags, wrappings, pouches of textile material.
- **Class 23:** Yarns and threads for textile purposes.
- **Class 24:** Woven fabrics and substitutes therefor; household linen; curtains and net curtains, of textile or of plastics; mosquito nets.
- **Class 25:** Clothing, footwear, headgear.
- **Class 26:** Lace, braids, soutaches, braids, braids and embroidery and ribbons and bows (haberdashery); buttons, hooks and eyes, pins; artificial flowers; hair ornaments; artificial hair; curlers; hair fastening articles; buckles; slide fasteners; artificial Christmas garlands.
- **Class 27:** Carpets, doormats, mats, linoleum and other floor coverings; wall hangings, not of textile material; wallpaper.
- **Class 28:** Games, playthings and toys; video game apparatus; gymnastic and sporting articles; Christmas tree decorations; hunting and fishing equipment; joke articles for parties; festive decorations; artificial Christmas trees.
- **Class 29:** Meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs; milk, cheese, butter, yoghurt and other dairy products; edible oils and fats.
- **Class 30:** Coffee, tea, cocoa and coffee substitutes; rice, pasta and noodles; tapioka and sago; flour and preparations made from cereals; bread, pastry and confectionery; chocolate; ice cream, sorbets and other kinds of ice cream; sugar, honey, treacle; yeast, baking powder; salt, condiments, spices, preserved herbs; vinegar, sauces and other condiments; ice [frozen water].
- **Class 31:** Raw and unprocessed agricultural, horticultural, aquacultural and forestry products; raw and unprocessed seeds and seedlings; fresh fruit and vegetables, fresh herbs; natural plants and flowers; bulbs, seedlings and seedlings for planting; live animals; food and drink for animals; malt.
- **Class 32:** Beers; non-alcoholic beverages; mineral and aerated waters; fruit drinks and fruit juices; syrups and other non-alcoholic preparations for making beverages.
- **Class 33:** Alcoholic beverages, except beers; alcoholic preparations for making beverages.
- **Class 34:** Tobacco and tobacco substitutes; cigarettes and cigars; electronic cigarettes and vaporisers for inhalation for smokers; smokers' articles; matches.

5. Characteristics of the goods certified by the EU certification mark

The EU certification mark certifies that the marked goods come from a manufacturer who is registered with the Central Agency Packaging Register as a manufacturer of packaging subject to system participation pursuant to Section 9 (1) of the Packaging Act.

The geographical origin of the labelled goods is irrelevant for the EU certification mark, as all packaged goods placed on the market in Germany - irrespective of their geographical origin - are subject to the provisions of the Packaging Act.

6. Conditions for the use of the EU certification mark and sanctions

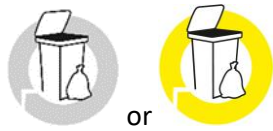
- 6.1. The prerequisite for the use of the EU certification mark is the use as a certification mark.
- 6.2. A further condition for the use of the EU certification mark is the observance of and compliance with the following requirements:
- Fulfilment of the requirements according to clause 5 of these trademark statutes;
 - observance of and compliance with the other requirements contained in these Regulations; and
 - Conclusion (and continuation) and observance of a contract of use with the applicant concerning the EU certification mark, a specimen is annexed to these statutes.
- 6.3. The user of the EU certification mark may use it only for the marking of such goods whose packaging fulfils all the following characteristics:
- It is not a reusable packaging;
 - it is not a disposable beverage packaging subject to the mandatory deposit according to § 31 of the Packaging Act; and
 - it is not a sales packaging of pollutant-containing filling goods.
- 6.4. The user of the EU certification mark may use it exclusively for the marking of goods with the packaging of which it has participated in one or more systems in accordance with § 7 of the Packaging Act to ensure nationwide take-back (except for goods which are demonstrably not supplied to the end consumer within the scope of the Packaging Act).
- 6.5. The EU certification mark may only be used in the form illustrated in point 3 above.
- 6.6. If the user of the EU certification mark wishes not only to inform private end users about the certification content of the mark in accordance with section 5, but also to provide assistance in the correct disposal of the packaging, the user may, by way of derogation from section 6.5, also use the EU certification mark with the following additions or deviations without affecting the distinctive character of the EU certification mark.
- If the packaging of the goods consists of only one type of material ("collection system"), the two circumferential arrows in the mark can be replaced by a single circumferential arrow:



- If the packaging of the goods consists of three or more types of material ("collection system"), the two circumferential arrows in the mark may be replaced by three circumferential arrows:

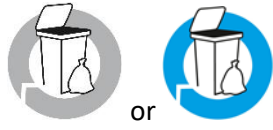


- Depending on the collection system or combination of collection systems that make up the packaging, the circumferential arrow(s) may be coloured according to the following scheme. The abbreviation "PPK" used in the following stands for the collection system paper, cardboard and carton. The abbreviation "LVP" stands for all materials except glass and PPK.
 - For LVP: Saturation 25% Black or 100% Yellow, i.e. in this form:



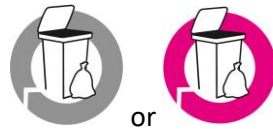
or

- ii. For PPK: Saturation 40% Black or 100% Cyan, i.e. in the following form:



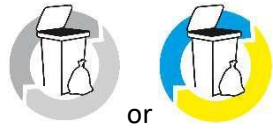
or

- iii. For glass: saturation 55% black or 100% magenta, i.e. in this form:



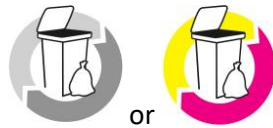
or

- iv. For LVP and PPK: Saturation 25% Black / 40% Black or 100% Yellow / 100% Cyan, in the following form:



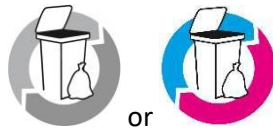
or

- v. For LVP and glass: saturation 25% Black / 55% Black or 100% Yellow / 100% Magenta, in the following form:



or

- vi. For PPK and glass: Saturation 40% Black / 55% Black or 100% Cyan / 100% Magenta, in the following form:



or

- vii. For LVP, PPK and glass: Saturation 25% Black / 40% Black / 55% Black or 100% Yellow / 100% Cyan / 100% Magenta, in the following form:



or

- b) Depending on the collection system or combination of collection systems that make up the packaging, the following terms can be inscribed in the circulating arrow(s):

- i. For LVP: "Gelbe Tonne", and in on of the following forms:



or

- ii. For PPK: "Papiertonne", and in the following form:

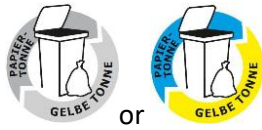


or

- iii. For glass: "Glassammlung", in the following form:



- iv. For LVP and PPK: "Gelbe Tonne" / "Papiertonne", in the following form:



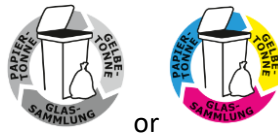
- v. For LVP and glass: "Gelbe Tonne" / "Glassammlung", in the following form:



- vi. For PPK and glass: "Papiertonne" / "Glassammlung", in the following form:



- vii. For LVP, PPK and glass: "Gelbe Tonne" / "Papiertonne" / "Glassammlung", in the following form:



- 6.7. The specific form of use of the sign must not be misleading, either on its own or in combination with other features of the marked product or its packaging (e.g. other markings on the packaging).
- 6.8. No fees are payable in connection with the use of the EU certification mark. In particular, the user shall not owe any remuneration for the permission of use to the EU certification mark by the contract of use pursuant to Clause 6.2 c).
- 6.9. In the event of non-compliance with these conditions of use, the infringing user will be sanctioned as follows:
- In the case of minor infringements (e.g. insignificant deviations from the requirements for the graphic design of the EU certification mark), the infringing user shall receive a formal notice demanding compliance with the requirements.
 - In the event of serious infringements (e.g. substantial deviations from the specifications for the graphic design of the EU certification mark; use of the EU certification mark without the user being registered with the Central Agency Packaging Register under the registration number given when the contract was concluded), the infringing user shall receive a warning requiring him to remedy the situation within a reasonable period of time. If the deadline for remedial action expires without result, the contract of use with the infringing user will be terminated extraordinarily in accordance with section 6.2 c) and the user's right to use the EU certification mark will be withdrawn.
 - In the event of particularly serious infringements which justify immediate termination pursuant to Section 314 (2) sentence 2 or 3 of the German Civil Code, the contract of use with the infringing user shall be extraordinarily terminated without prior warning pursuant to Clause 6.2 c) and the right to use the EU certification mark shall be withdrawn.

7. Persons authorised to use the EU certification mark

The EU certification mark may be used by all persons who meet the required standards of

characteristics to be certified (as set out in point 5) and comply with the conditions for use of the EU certification mark (as set out in point 6) (hereinafter referred to as "authorised users").

8. The manner of examination and supervision of the properties and use of the mark by the guaranteeing office

The applicant shall apply the following examination procedure and monitoring system to ensure that the goods bearing the trademark actually possess the characteristics guaranteed under point 5:

- a) The contract of use required under clause 6.2 c) shall only be concluded if the contracting party has a registration number with the Central Agency Packaging Register and provides this before the conclusion of the agreement.
- b) The registration number provided by the contracting partner can be checked at any time via the public producer register of the Central Agency Packaging Register (available online at <https://oeffentliche-register.verpackungsregister.org/Producer>).
- c) The contract of use required under section 6.2 c) shall only be concluded if the registration number indicated in accordance with letter a) prior to the conclusion of the agreement corresponds to the registration number retrievable in the public manufacturer's register of the Central Agency Packaging Register in accordance with letter b).
- d) In each calendar year, notifier will randomly select a sample of 1% of contractors (up to a maximum of 100 companies) and verify for this sample the current status of the indicated registration number in the Central Agency Packaging Register's public register of manufacturers as referred to in point (b).
- e) If the notifier otherwise receives an indication that the contractual partner is (possibly) no longer registered with the Central Agency Packaging Register as a manufacturer of packagings subject to system participation, the notifier will carry out an appropriate check in accordance with letter b) on an ad hoc basis.
- f) If the above checks show that the contracting party is not (or no longer) listed in the public manufacturer's register of the Central Agency Packaging Register under the registration number indicated when the contract was concluded, the applicant will inform the contracting party concerned and give it the opportunity to comment. If the discrepancy is not satisfactorily clarified and, if necessary, corrected within a reasonable period of time, the applicant will terminate the contract of use with the contracting party concerned and prohibit the user from further use of the EU certification mark.

The examinations are carried out by a service company commissioned by the applicant.



PACKAGING LOGO

STYLEGUIDE

DATE: AUGUST 2022

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01. Terms of Use

Only manufacturers who place packaging subject to system participation on the market in Germany and who are registered with the Central Agency Packaging Registry pursuant to Section 9 of the Packaging Act are entitled to use the packaging logo. However, it is not permitted to apply the packaging logo to reusable packaging, to packaging that is subject to the mandatory deposit pursuant to §31 of the Packaging Act or to packaging for products containing harmful substances. Further details are regulated by the contract of use and the trademark statutes.

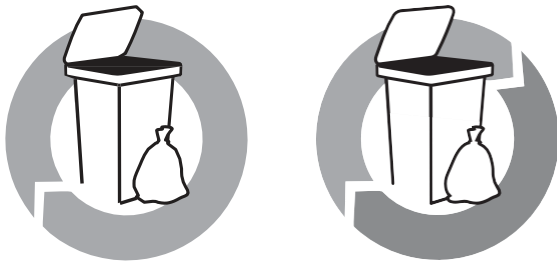
In order to offer consumers even greater added value, the packaging logo can be supplemented with indications about the correct disposal of the specific packaging in the corresponding collection system. The following applies to the German collection system:

Collection system 'Gelbe Tonne' = All packaging components that are not made of paper, cardboard, carton or glass.

Collection system 'Papiertonne' = All packaging components that are made of paper, cardboard or carton.

Collection system 'Glassammlung' = All packaging components that are made of glass.

02.1 The Logo | Basic Elements



The basic design includes the sack-container illustration and a circular arrow running around it, which can also consist of two parts depending on the collection systems. The basic design is monochrome black from the CMYK colour space. The circulating arrow is shown in screened black.

02.2 The Logo | Logo Size

From a size of 13 mm height, text elements can be used.

Recommended size



Height: 13 mm

Minimum size



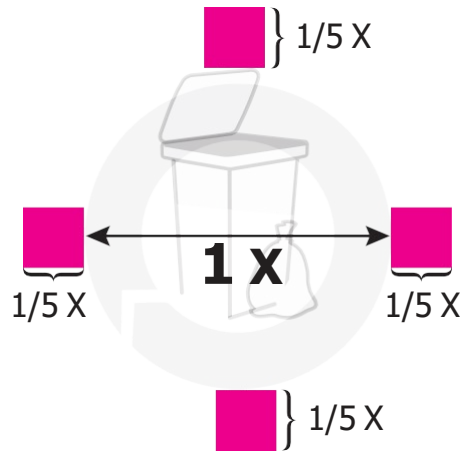
Height: 9 mm

Exception for micro packaging



Height: 7 mm

02.3 The Logo | Shelter



Circle = 1 X

Shelter = $1/5 X$

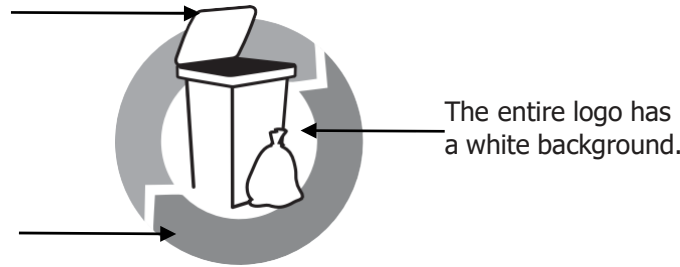
02.4 The Logo | Placement

- The logo should be placed in such a way that it is easily recognisable and legible.
- The logo must be placed spatially or visually separate from any other logos or marks that represent the thematic complexes "Packaging", "Disposal", "Recycling" and/or "Recyclability".
- Especially those provided by initiatives, companies or other institutions.

03.1 Single-Colour Implementation | Shades of Grey

All strokes of the illustration and the interior of the container print 100% black.

Defined shade of grey, depending on the displayed collection system, see below.



In the case of a single-colour implementation of the user's design, the respective special colour according to the CI of the user shall be used instead of black at same percentage.



GLASS:
55% Black



PPK:
40% Black



LVP:
25% Black

- LVP = all packaging that is not made from paper, cardboard, carton and glass
- PPK = all packaging made of paper, cardboard and paperboard
- GLASS = all packaging made of glass

03.2 Single-Colour Implementation | Collection Systems



GLASS



PPK



LVP



PPK
GLASS



LVP
GLASS



PPK
LVP



LVP
PPK
GLAS

To show the different collection systems, the circulating arrow can be shown in the respective shades of grey.

For packaging with several collection systems, logos are used that are built up with two arrows.

For packaging with several collection systems, logos are used that are built up with three arrows.

03.3 Single-Colour Implementation | Text Elements

a collection system



two collection systems



three collection systems



Optionally, the text elements listed can be used to clarify the affiliation to the collection system.

The naming and arrangement of the text elements is fixed and may be used for German exclusively as supplied.

The size should not be less than 3.5 pt when used.

Typoinfo, see page 22.

GLASSAMMLUNG = Packaging made of glass

PAPIERTONNE = Packaging made of paper, cardboard or carton

GELBE TONNE = Packaging that is not made of paper, cardboard, carton or glass

03.4 Single-Colour Implementation | Outline

All strokes of the illustration and the interior of the container print 100% black.



The entire logo and the interior of circular arrow the have a white background.

Text elements must be used.

Optionally, in case of a single-colour implementation, the circular arrow might have a white background with a black outline. In this case the text elements for the collection system must be used, see page 12.

In the case of a single-colour implementation of the user's design, the respective special colour according to the CI of the user shall be used instead of black at same percentage.

03.4 Single-Colour Implementation | Outline

a collection system



two collection systems



three collection systems



Optionally, the text elements listed can be used to clarify the affiliation to the collection system.

The naming and arrangement of the text elements is fixed and may be used for German exclusively as supplied.

The size should not be less than 3.5 pt when used.

Typoinfo, see page 22.

GLASSAMMLUNG = Packaging made of glass

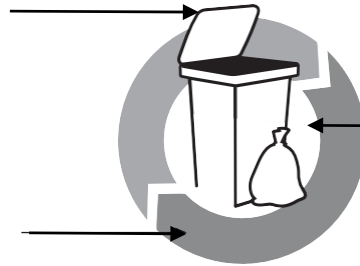
PAPIERTONNE = Packaging made of paper, cardboard or carton

GELBE TONNE = Packaging that is not made of paper, cardboard, carton or glass

04.1 Multi-Coloured Implementation | Colours

All strokes of the illustration and the interior of the container print 100% black.

Defined colour according to collection system, see below.



The entire logo has a white background.



GLASS:
100% Magenta



PPK:
100% Cyan



LVP:
100% Yellow

04.2 Multi-Coloured Implementation | Collection Systems



GLASS



PPK



LVP



PPK
GLASS



LVP
GLASS



PPK
LVP



LVP
PPK
GLAS

To show the different collection systems, the circulating arrow can be shown in the respective colours.

For packaging with several collection systems, logos are used that are built up with two arrows.

For packaging with several collection systems, logos are used that are built up with three arrows.

04.3 Multi-Coloured Implementation | Text Elements

a collection system



two collection systems



three collection systems



Optionally, the text elements listed can be used to clarify the affiliation to the collection system.

The naming and arrangement of the text elements is fixed and may be used for German exclusively as supplied.

The size should not be less than 3.5 pt when used.

Typoinfo, see page 22.

GLASSAMMLUNG = Packaging made of glass

PAPIERTONNE = Packaging made of paper, cardboard or carton

GELBE TONNE = Packaging that is not made of paper, cardboard, carton or glass

05.1 QR Code | Use



Optionally, a QR code provided by the trademark owner can be added in order to provide more information and motivation for proper waste separation.

In addition, there is the option of producing individual films for printing on the packaging in coordination with the trademark owner. If you are interested, please contact kontakt@trenn-hinweis.de.

05.2 QR Code | Structure and Size

The area under the QR code has a white background.



The size of the logo must be chosen so that the QR code has at least a width and height of 1 cm.

05.3 QR Code | Portrait and Landscape Format



Depending on the space, the logo can be used with a QR code in portrait or landscape format.

The examples shown are recommendations that may be adapted to better integrate with the user's design.

06.1 Further Design Options | Use

- The logo can optionally be combined with additional texts, for example "Richtig Müll trennen:"
- If necessary, combined with a concrete instruction for action, such as "Gib mich in die Gelbe Tonne!"
- and/or an additional explanatory note such as "Denn: Mülltrennung wirkt!"
- If the logo is to be printed on multilingual packaging, an additional English text can be added as an option or a multilingual additional text in the respective packaging languages, for example "Separate waste correctly:", or additional explanations such as "Because waste separation works!"

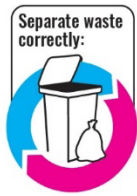
06.2 Further Design Options | Examples



Examples German

Examples English

06.2 Further Design Options | Examples



Examples German

Examples English

07.1 Typography | Logo

Tahoma, bold

A B C D E F G
H I J K L M N
O P Q R S T U
V W X Y Z

If the text elements need to be changed for other language areas, Tahoma bold in capitals is used for this purpose.

Care should be taken to ensure that the typography is used in a balanced way and that the sack-container illustration is not too close to the typography. Please follow the German templates for this.

If language-specific characters are not available in Tahoma bold, a typeface that appears similar in style must be used.

07.2 Typography | Further Design Options

Oswald, medium

**A B C D E F G H I J
K L M N O P Q R S
T U V W X Y Z**

**a b c d e f g h i j
k l m n o p q r s
t u v w x y z**

This typo is used for the additional text elements on the logo.

Please use the templates to maintain the design structure, see page 20-21.

08. Contract of Use

You can conclude the contract of use by clicking on the following link, after which you will receive the packaging logo. Whether you then use the packaging logo is up to you.

www.trenn-hinweis.de/?lang=en