

***OK compost[®], OK biodegradable[®], OK biobased[®],
Seedling[®] and NEN bio-based[®]***

Conformity marks

General Product Certification Rules

Drawn up by :	Checked by:	Approved by :
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DEFINITIONS

Administrative period	Period at the end of which the Client has to supply information about the amount sold during this period.
Sampling period	Period during which at least one sample is taken in order to check the conformity of production.
Product	Outcome of a process. Within the framework of these certification rules the products are tangible products.
Product family	Set of products whose key features are identical.
Production unit	Technical system or systems for manufacturing the products, used by a supplier, linked to a geographical location
Customer	Person or organization that has signed a contract with TAB
TAB	TÜV AUSTRIA Belgium NV/SA

HISTORY OF REVISIONS

<u>Original</u>	May 2001	
<u>Revision 1</u>	July 2003	Minor amendments and inclusion of a new VGS logo.
<u>Revision 2</u>	September 2003	Inclusion of the new <i>OK compost HOME</i> logo
<u>Revision 3</u>	April 2005	Minor amendments and inclusion of some <i>OK biodegradable</i> logo variants
<u>Revision 4</u>	September 2009	Introduction of the conformity mark <i>OK biobased</i> , modifications of § 12 (notably integration of the previous annexes 5 and 6), transfer of the annex 2 into a separate document and other modifications.
<u>Revision 5</u>	April 2012	Compliance with ISO 17065 and adding of the Seedling logo
<u>Revision 6</u>	September 2016	company name change from AIB-Vinçotte International S.A. to Vinçotte S.A.
<u>Revision 7</u>	November 2016	Accuracy penalties for deviations + inclusion of the OK biodegradable MARINE ® logo + inclusion of the NEN biobased ® logo + various modifications
<u>Revision 8</u>	June 2018	Takeover of the bioplastics certification department of Vinçotte NV/SA by TÜV AUSTRIA Belgium NV/SA on December 1 st , 2017 - Deletion of VGS conformity mark (not transferred from Vinçotte to TAB) - Update of the logos with the TÜV AUSTRIA monogram - Set up of a transition period for the certificates and logos

*Amendments to the earlier version are shown by a line in the margin.
This document replaces and cancels the earlier versions.*

LOGOS – see details in annex 2



OK compost **INDUSTRIAL** and **HOME** versions are available



OK biodegradable **SOIL**, **MARINE** and **WATER** versions are available



OK biobased



Seedling



NEN biobased

(1) : These “generic” versions of the logos are only used by or with the explicit written permission of TÜV AUSTRIA.

IMPORTANT FOREWORD

As of 1 December 2017, TÜV AUSTRIA Group is taking over the bioplastics certification activities from VINÇOTTE and integrates these activities into TÜV AUSTRIA Belgium NV/SA (TAB).

By this transfer, all rights and obligations of VINÇOTTE are transferred to TAB.

VINÇOTTE will stop any activity in the field of the bioplastics certification and will not issue any certificate as from December 1st, 2017.

This transfer of activity induces some changes, especially the logos and some related matters of the present Certification Rules.

- The general layout of the logo *OK compost*®, *OK biodegradable*® and *OK biobased*® is kept. Nevertheless, the right part of the logo with VINÇOTTE's monogram is changed to TÜV AUSTRIA monogram. Some other changes are detailed in annex 2.1. of the current document.
- A transition period has been defined from December 1st 2017 till November 30th 2018.
During that transition period, both logos *OK compost*®, *OK biodegradable*® and *OK biobased*® (with VINÇOTTE monogram and with TÜV AUSTRIA monogram) are valid and may be affixed on the certified products.
After that transition period, only the logos with the TÜV AUSTRIA monogram will be authorised.
- *OK compost*®, *OK biodegradable*® and *OK biobased*® certificates issued by VINÇOTTE are valid for maximum 5 years. To avoid unnecessary paper work, TAB will not systematically update the existing certificates with the new layout, logo and company name. The update will be done when TAB will issue a new certificate (revision, extension or prolongation) or on demand.
This means that some certificates issued by VINÇOTTE will be still in use after the end of the transition period described hereabove. During that period, up to November 30 2022, the use of a logo with the TÜV AUSTRIA monogram can be covered by a certificate issued by VINÇOTTE before December 1st, 2017.
- *Seedling*® and *NEN bio-based*® logos are not changed and certificates issued by VINÇOTTE remain valid till the validity date of these certificates (up to 6 years). To avoid unnecessary paper work, TAB will not systematically update the existing certificates with the new layout and company name. The update will be done when TAB will issue a new certificate (revision, extension or prolongation) or on demand.

1. PURPOSE

- 1.1.1. These General Certification Rules are designed to define the rules applicable to the voluntary certification and market monitoring process for products covered by the *OK compost*®, *OK biodegradable*®, *OK biobased*®, *Seedling*® and *NEN bio-based*® conformity marks.
- 1.1.2. When an application is made for certification, a specific contract (referring to these General Certification Rules) is drawn up to set forth the specific requirements for granting and using the license for the relevant product.

2. GENERAL RULES

2.1. Preliminary comment

- 2.1.1. The *OK compost*®, *OK biodegradable*® and *OK biobased*® conformity marks are the property of TAB. Only TAB can issue certificates for these conformity marks.
- 2.1.2. The *Seedling*® conformity mark is the property of European Bioplastics¹, which has delegated the certification to TAB.
- 2.1.3. The *NEN biobased*® conformity mark is the property of Netherlands Standardisation Institute (NEN)² which has delegated the certification to TAB.

¹ European Bioplastics : Marienstrasse 19/20 10117 Berlin, Germany

² NEN: Vlinderweg 6, 2623 AX Delft, The Netherland – www.nen.nl

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| 2.1.4. | No-one is authorised to feature one of the TAB conformity marks (<i>OK compost</i> ®, <i>OK biodegradable</i> ® and/or <i>OK biobased</i> ®) on a product unless this is formally certified by TAB. |
| 2.1.5. | No-one is authorised to feature the <i>Seedling</i> ® conformity mark on a product unless this is formally certified by a certification body which is properly authorized by European Bioplastics. |
| 2.1.6. | No one is authorised to feature the <i>NEN biobased</i> ® conformity mark on a product unless this is formally certified by TAB or another certification body which is properly authorised by Netherlands Standardisation Institute. |

2.2. Application

- 2.2.1 TAB shall apply these certification rules to certify products under the *OK compost*®, *OK biodegradable*®, *OK biobased*®, *NEN bio-based*® and *Seedling*® conformity marks.
- 2.2.2 Any applicant hoping to qualify for conformity marks issued by TAB shall observe the General Product Certification Rules.
- 2.2.3 This version of the General Certification Rules shall replace and cancel the earlier versions.
- 2.2.4 The provisions laid down in these General Certification Rules shall amplify and amend the “General conditions governing TAB services”.

2.3. Certification programme

- 2.3.1. Conformity assessment activities are carried out as follows :
- the type examinations are carried out by TAB, under the supervision of TAB or by laboratories authorized by TAB.
 - TAB performs the certification process
 - monitoring is done by TAB or under the supervision of TAB.
 - TAB carries out or supervises the conformity tests.
- 2.3.2. If the client requests that other certificates are taken into account for the certification of his products, the special procedures described in annex 4 shall apply.
- 2.3.3. A certification programme chart is annexed hereto.

3. CERTIFICATE FEATURES

3.1. Purpose

- 3.1.1. The certificate for the granting and use of the conformity mark acts as an official confirmation that the product featured on the certificate meets the requirements of the certification scheme mentioned on the certificate.

3.2. Period of validity

- 3.2.1. Unless specified otherwise, the certificate for granting and use of a conformity mark shall be valid for
- 5 years for *OK compost*®, *OK biodegradable*®, *OK biobased*® conformity marks ®
 - 3 years (finished products) or 6 years (raw and intermediate materials) for the *Seedling*® conformity mark and
 - 4 years for the *NEN biobased*® conformity mark.

3.3. Conditions governing validity

- 3.3.1. A *OK compost*®, *OK biodegradable*®, *OK biobased*®, *NEN biobased*® or *Seedling*® certificate shall continue to apply as long as the client meets the following conditions:
- a. the production continues to conform to the initially certified product (prototype)
 - b. the production continues to conform to the certification criteria;
 - c. the production is adapted within the prescribed periods to reflect a change to the certification criteria ;
 - c. the certificate validity date has not expired ;
 - e. all the financial and administrative obligations towards TAB are met.

3.4. What the certificate contains

- 3.4.1 The certificate features :
- the full identity of the certification body
 - the conformity mark for which the licence is granted

- the certificate number, as well as any previous certificate numbers
- the full identity of the client
- the scope of certification (type of product)
- the certification criteria references
- the conclusions of the examination and the reference of the test report or reports documenting the product's conformity with the relevant technical specifications
- the certification implementation and expiry date
- a brief description of the applicable certification system
- the name and position of the signatory
- a reference to any annexes and the number of pages they comprise
- a serial certification paper number

- 3.4.2. One copy of the original certificate, along with any annexes, is printed (on A4 paper with a red left border, featuring the black and red TÜV AUSTRIA logo on the top right corner and a hologram on the top left corner) per language.

4. CERTIFICATION PROCESS

4.1. General provisions

- 4.1.1. Any person/organisation interested in having their products certified so as to qualify for a conformity mark mentioned in these certification rules may forward their requests to TAB. Below this person/organization will be called the Applicant.

4.2. Informative application

- 4.2.1. After making an approach to the certification body, the Applicant seeking a licence shall be asked to submit a written informative application providing the following items of information:
- the nature of the product due to be certified
 - the production units affected (name, address, activity)
 - the relevant mark or marks
 - whether the product or some of its components have already undergone tests performed by or have been certified by TAB or another certification body

4.3. Forwarding the Certification Contract

- 4.3.1. The certification body shall forward the applicant written notification of the principles governing the licensing procedure and provide the applicant with the following documents:
- a copy of these certification rules
 - a copy of the relevant technical specification or specifications
 - a copy of the certification contract, including the financial terms relating to the certification.
- The preparation of the contract implies that the body has all the required information at its disposal.
- 4.3.2. Should the applicant already be a client and already have the first two aforementioned documents, the items forwarded may be confined to the financial terms relating to the new certification.

4.4. Formal application (order)

- 4.4.1. The licence shall be requested for each production unit and product separately, in keeping with the definitions in these rules.
- 4.4.2. The applicant shall forward the certification body an application file comprising:
- the formal application stating :
 - the status of the applicant to prove the latter is entitled to seek the certification ;
 - the name and site of the production unit for which the licence is sought ;
 - the conformity mark or marks for which the licence is sought ;
 - the name of an individual responsible for contacts with the certification body ;
 - the language or languages in which the certificate has to be issued ;
 - the certification contract signed by an authorized person ;
 - a (draft) technical file.
- 4.4.3. When submitting a formal application, the applicant shall undertake:
- to comply with the provisions in these certification rules ;
 - to take any steps needed so that the conformity of each product covered by the conformity mark or marks is guaranteed ;

- to provide any technical information the certification body seeks to ensure the successful completion of its assignment ;
- to ensure sufficient samples of the product to be certified are supplied to carry out the tests;
- to specify whether the samples provided for type examinations originate from a mass production process or are regarded as prototypes.

4.5. Documentation review and type examinations

- 4.5.1. When it is proved that the product conforms to the provisions in the technical provisions being applied, TAB shall issue a conformity certificate.

4.6. Registration and publication

- 4.6.1. Any certified product or products shall be added to the list of certified products, which is open to public scrutiny.

5. AFFIXING AND USING THE MARK

5.1. Preliminary comment

- 5.1.1. TAB makes no difference between the monogram used on the product and the one used on commercial communications (flyers, website, etc).
Nevertheless, the logo affixed on a product must always include the Licensee code (SCode).
The graphic guidelines are listed in Annex 2-1.
- 5.1.2. European Bioplastics makes no difference between the monogram used on the product and the one used on commercial communications.
The graphic guidelines are listed in Annex 2-2.
- 5.1.3. Netherlands Standardisation Institute differentiates between the monogram displayed on certified products, called "bio-based content label" and those used for communication purposes called "bio-based logo".
The terms and conditions are listed in Annex 2-3.
- 5.1.4. In this document, there is no distinction between the terms logo and label. As for the *NEN bio-based* logo and label, the reader will understand the words logo and label according to the rules stipulated in Annex 2-3.

5.2. Logos

- 5.2.1. Each conformity mark can be identified by a logo.
- 5.2.2. The logos may have variations to reflect the type of product certified. These different logos are described in the document as referred in annex 2 .
- 5.2.3. The logos may not be altered.
- 5.2.4. Monochrome versions are authorised and the minimum sizes of the logos are adapted in keeping with the type of product.

5.3. Affixing the mark

- 5.3.1. It is essential for the conformity mark logo to appear on each certified product. But the way it is featured may differ according to the type of product.
- 5.3.2. Should it be impossible to feature the marking directly on the product, it may be placed on the packaging.
- 5.3.3. If the marking is placed on the not certified packaging of a certified product owing to technical or marketing considerations, it must be clearly and explicitly indicated, in the immediate vicinity, that this logo refers to the packaged product and not to the packaging.
- 5.3.4. Even when the marking is featured on the packaging it still must appear on the certified product, unless it should be impossible to do so as mentioned above.
- 5.3.5. The procedures for placing the marking shall invariably be decided upon on the basis of a joint agreement between the client and TAB and specified in the certification contract and/or validated in the report.
- 5.3.6. The marking shall be permanent and may not alter the essential features of the certified product.
- 5.3.7. The apposition of a logo does not release the Client of its legal obligations.

5.4. Use of the mark

- 5.4.1. Each client shall be entitled to use the conformity mark logos for which he has a licence for commercial purposes, within the limits of the certified products
- 5.4.2. Note that each logo (*OK compost*®, *OK biodegradable*® and/or *OK biobased*®) that is applied to the product must be with the Client code in the lower part of the TÜV AUSTRIA monogram.
- 5.4.3. The *Seedling*® logo that is applied to the product must be with the Certificate number.
- 5.4.4. The *NEN biobased*® logo applied to the product must always be accompanied by the certificate number and identification of the product or part of the product covered by the mark.
- 5.4.5. Any party found to be guilty of fraudulent use, improper use or use that may mislead users shall be prosecuted.
- 5.4.6. If a logo is accompanied by an information or a declaration (e.g. a printed text on the product or on its packaging), these declarations can in no case award significance to the logo that is not covered by this logo.

5.5. Suspending the right to use the mark

- 5.5.1. A decision to suspend the right to use the mark is a temporary one designed to protect the mark's integrity.
- 5.5.2. The certifying body may suspend the right to use the mark in the following cases :
 - when the certified product - or one of its components - no longer meets the certification criteria ;
 - when the contract clauses providing the client with the right to use the mark are not observed ;
 - at the request of the client when the manufacture of the products in question is temporarily halted.In these cases, the conditions governing the withdrawal shall be agreed upon between the client and the certifying body.
- 5.5.3. The suspension decision shall be notified in writing to the client, featuring the following information:
 - period of suspension ;
 - justification ;
 - practical aspects of the conditions governing the suspension, particularly in the case of products already placed on the market ;
 - conditions the client has to meet for the suspension to be lifted.
- 5.5.4. TAB cannot be compelled to provide compensation for this type of suspension of the entitlement to use the conformity mark.
- 5.5.5. Fees for service provided under the contract shall remain payable

5.6. Withdrawing the right to use the mark

- 5.6.1. TAB may withdraw the right to use the mark:
 - when the client has failed to take the corrective action for eliminating a non-conformity within the prescribed periods;
 - on the expiry of the period when the right to use the mark is suspended ;
 - when the client deliberately conceals the fact that production items fail to conform to the requirements ;
 - when the client does not comply with these regulations, particularly in the case of the administrative and financial requirements in dealings with TAB ;
 - at the request of the client.
- 5.6.2. In this case, the client shall no longer be allowed to feature *OK compost*®, *OK biodegradable*®, *OK biobased*®, *NEN bio-based*® and/or *Seedling*® conformity marks on his products, on promotion, commercial and other materials and the product shall be deleted from the list of products for which the mark has been granted.
- 5.6.3. TAB cannot be compelled to provide compensation for this type of withdrawal of the entitlement to use the conformity mark
- 5.6.4. Fees for service provided under the contract shall remain payable.
- 5.6.5. In case the withdrawal of the right to use a conformity mark is enquired by the Client, a period of notice of 3 months is applicable.
During this period, the obligations of the Client are maintained.

5.7. Adjustment of the list of countries where marks and logos are protected

- 5.7.1. Marks and logos are protected subsequent to their registration in various countries. The list of these countries is regularly updated to include new registrations and to reflect renewals and non-renewals and decisions by TAB (European Bioplastics for the *Seedling*® logo or NEN for the "NEN bio-based" logo) to withdraw marks and

logos in certain countries. Customers are not entitled to seek damages as a result of the list being updated in these countries.

6. PROCEDURES APPLICABLE TO CONFORMITY MONITORING

6.1. Principle

- 6.1.1. Conformity is invariably monitored according to the principle of tests or checks of samples taken, either on the market or in the stocks belonging to the client or clients.
- 6.1.2. The monitoring procedure for a given product shall be defined in the product certification contract.

6.2. Administrative procedures

- 6.2.1. At the end of each administrative procedure the client has to provide information the conformity monitoring body requires to organise its assignment.
- 6.2.2. The types of information that need to be provided shall be set out in detail in the certification contract.
- 6.2.3. The administrative period shall be defined in the certification contract according to the type of product certified.

6.3. Sampling

- 6.3.1. The sampling period shall be defined for each type of product in the certification contract.
- 6.3.2. The minimum quantity covered by the sampling procedure shall be set forth in the certification contract according to the type of product involved.
- 6.3.3. The conformity monitoring body may take samples and perform tests when it deems this to be necessary, worthwhile or appropriate.
- 6.3.4. Additional sampling campaigns may be organised should a user submit a reasoned complaint.
- 6.3.5. The person in charge of sampling shall be allowed access at all times to the client's premises and in particular his "quality control" department.
- 6.3.6. The client shall undertake to provide all the resources and means (staff and material) so that the conformity of the products supplied may be checked at any time.
- 6.3.7. Should there be no stock available at the client's premises when the sampling operation is due to take place, the client shall provide the certification body with the list of items sold and of the distributors so that the certification body may take samples from items held by the distributors.

6.4. Tests

- 6.4.1. Any tests performed as part of a market monitoring exercise shall give rise to a report.
- 6.4.2. The report shall be systematically forwarded to the client.

7. DEALING WITH CASES OF NON-CONFORMITY

7.1. General

- 7.1.1. In the wake of tests or inspections carried out in the context of market monitoring operations, the non-observance of a product's certification criteria shall result in a non-conformity procedure designed to remedy the reported shortcoming.
- 7.1.2. The non-conforming circumstances may be of major (hazardous or otherwise) or minor (technical or administrative) importance.
- 7.1.3. The client shall be notified by letter (registered in the case of major cases of non-conformity) of the TAB decisions.
- 7.1.4. The period of time allowed to deal with a case of non-conformity shall start on the date of the signature in the letter notifying the client of the non-conformity.
- 7.1.5. Any cases of non-conformity have to be dealt with by the client within the prescribed time limits.

7.2. Major cases of non-conformity

- 7.2.1. A major case of non-conformity is due to a shortcoming that radically calls into question a product's conformity with the certification criteria.
- 7.2.2. The period set by TAB for remedying a case of non-conformity is a maximum of three months.
- 7.2.3. When a case of non-conformity results in hazardous situations or if the integrity of the conformity mark is jeopardized, the client shall be required to take immediate action. The same applies to cases of non-conformity involving products subject to the regulations.
- 7.2.4. Details about what action to take shall be established with the certification body and shall be assessed on a case-by-case basis according to the type of product.
- 7.2.5. The action programme shall comprise no less than the following items :
 - an investigation into the origin of the faults and steps taken to ensure the production again conforms to the requirements.
 - verification (by TAB or under its supervision) by means of tests to see whether the product is again up to standard.

7.3. Minor fault – technical non-conformity

- 7.3.1. A minor case of non-conformity refers to a product that does not meet criteria, which are deemed to be non-essential.
- 7.3.2. The period set by TAB for remedying a case of non-conformity is a maximum of six months.
- 7.3.3. The case of non-conformity shall be considered to have been eliminated when the following requirements are met:
 - the client's submission of a list of remedial steps taken and an inspection report on the faults discovered ;
 - verification (by TAB or under its supervision) by means of tests to see whether the product is again up to standard.

7.4. Minor fault – administrative non-conformity

- 7.4.1. A case of non-conformity affecting the technical documentation, the marking or any other aspect with no impact on the nature of the certified product.
- 7.4.2. In this case, the period set by TAB for remedying a case of non-conformity is a maximum of three months.

7.5. Penalties in the event of non-conformity

- 7.5.1. In case of non-conformities, the temporary (suspension - see § 5.5) or final (withdrawal - see § 5.6) measures may be taken.
- 7.5.2. Furthermore, nonconformities treatment costs defined in § 12.5.4 and specified in the certification contract, TAB may address a contractual penalty amounting to at least twice the amount of annual recurring charge for each case of non-conformity. This is particularly true for major non-conformities (as defined in § 7.2.) and for minor repeated non-conformities (technical or administrative, as defined in § 7.3. And § 7.4.).
- 7.5.3. The withdrawal of the right to use a trademark, voluntary or not, as defined in § 5.6.1. does not obviate the Client's obligations. He remains responsible for non-conformities and the possibility for TAB to apply financial sanctions remain in force for three years after the withdrawal of the right of use.
- 7.5.4. To protect the integrity of its brands, TAB may publish on its website the list of certificates suspended or withdrawn and the identity of the company that uses them, as well as misuse of a TAB conformity mark.
- 7.5.5. In addition to normal certification fees, TAB can apply a lump sum to any supplier who has affixed one of TAB conformity marks on an uncertified product that it wants to put in order. This lump sum is equivalent to at least twice the amount of the periodic costs that would have been paid and must be specified in the Certification Agreement.

8. APPEAL PROCEDURE

- 8.1.1. Any party involved may make an appeal against an TAB decision. To be admissible, an appeal has to be submitted by registered letter to the president of the TAB product certification committee.
- 8.1.2. An appeal shall first of all be reviewed by the certification committee. Should the issue fall within its field of competence, the committee shall propose a solution to the party making the appeal by writing to the said party within 15 days after the appeal is received.

- 8.1.3. The party making the appeal shall be entitled to forward the appeal by registered letter to the appeal committee, either immediately or when the solution recommended by the certification committee fails to meet the party's expectations.
- 8.1.4. When the certification committee is unable to resolve the problem an appeal committee meeting shall be convened.
- 8.1.5. The appeal committee is put together by the General Manager of TÜV AUSTRIA Belgium.
- 8.1.6. The composition shall be notified to the party making the appeal, who has the opportunity to challenge this by forwarding a registered letter within eight days. The meeting shall be convened within two weeks after the appeal committee is formally established.
- 8.1.7. During the meeting, both the party making the appeal and the certification committee shall be entitled to be heard on a confidential basis. The appeal committee may also hear any other party. Each party shall be notified a week in advance of the date and time of the meeting.
- 8.1.8. The appeal committee shall reach its decision within two weeks after its meeting.
- 8.1.9. The appeal committee decision shall be final.
- 8.1.10. Throughout the appeal procedure, the decisions appealed against shall be maintained.

9. ARCHIVING & CONFIDENTIALITY

- 9.1.1. Documents the applicant or client forward during the conformity assessment shall be kept by TAB as forming part of the test documentation.
- 9.1.2. TAB shall guarantee the confidentiality of the information and findings about the products submitted for certification.
- 9.1.3. Any decisions about applicants and clients shall remain confidential.
- 9.1.4. TAB shall be entitled to provide parts of files or complete files to competent authorities, accreditation authorities or any other certification bodies with whom a mutual recognition system has been agreed or is planned. In that case the client will be informed of the fact that this information is transferred.
- 9.1.5. Clients shall agree if need be to allow representatives of national accreditation or certification bodies to accompany TAB auditors during certification and follow-up audits.

10. LIABILITY

- 10.1.1. TAB shall be held to be liable to the client only if it is proved that TAB or its staff are at fault
- 10.1.2. The sum involved shall not be more than twice the annual fee the client paid for the year preceding the accusation of liability.
- 10.1.3. TAB may not be held liable for any misuse of the product or lower safety standards owing to age, poor maintenance and the like.
- 10.1.4. TAB's certification of a product shall not result in TAB's liability replacing that which the product manufacturer or seller accepts in relation to purchasers or a third party given that the certification is based on sampling tests or internal production inspection processes.
- 10.1.5. TAB explicitly refutes any liability towards third parties.
- 10.1.6. In the event any third party, including a purchaser or user of a product, shall deem TAB to be liable, the client shall unconditionally undertake to back TAB in order to protect it against any complaint or legal proceedings initiated by third parties or any judgment in their favour, both in the case of the principal sum and the interests and costs TAB may be ordered to pay.
- 10.1.7. This guarantee shall apply to any sum that is more than twice the annual fee.

11. LANGUAGES

- 11.1.1. TAB operates in English, French and Dutch and this applies to the technical files, verbal and written communication and reports.

- 11.1.2. By default, certificates must be issued in one of the following languages, as preferred by the applicant: French, Dutch, English, German, Spanish or Italian.
- 11.1.3. The certificates may be issued in other languages if the client so requires, subject to the payment of the related administrative costs. In this case, a certificate is also always published as reference in one of the 3 operating languages (French, Dutch or English).

12. MARKS AWARD AND USAGE COSTS

12.1. Introduction

- 12.1.1. Costs linked to awarding and using the marks may be broken down as described in § 12.2 to § 12.5.
- 12.1.2. The exact details of the costs involved in certifying a product are featured in the certification contract. In some cases, the costs are split up in different slices, which can be part of an intermediate invoice.

12.2. Client registration

- 12.2.1. When an applicant becomes a client for the first time, irrespective of the conformity marks, a lump sum shall be charged for the administrative management involved in the registration.

12.3. Costs of conformity assessment, initial certification and granting the marks

- 12.3.1. The cost of certification and granting the conformity marks shall be used to pay for the testing and certification costs and the cost of registering the client and the latter's products.
- 12.3.2. Additional costs for which TAB cannot be held responsible (such as a second review of the documentation, tests and/or additional services subsequent to negative findings, for example) shall be invoiced on a monthly basis in proportion to the relative services.
- 12.3.3. These charges shall not cover the costs of dealing with cases of non-conformity.

12.4. Cost related to the tests

- 12.4.1. The certification contract shall specify the charges for any tests performed by the TAB laboratories.
- 12.4.2. When the tests are performed by an independent laboratory, the resulting costs shall not (unless specified otherwise) be reflected in our fees.

12.5. Periodical charges involved in using the mark

- 12.5.1. The periodical charges pay for managing the marks for the coming administrative period and market monitoring costs as well as dealing with market-related questions for the expired administrative period.
- 12.5.2. The costs shall be covered by annual invoices.
- 12.5.3. These charges generally comprise a lump sum component (for using the mark) and a sum covering the expenses for the market monitoring.
- 12.5.4. These charges shall not cover the costs of dealing with cases of non-conformity.
- 12.5.5. All sums described in the certification contract shall be reviewed each year in the light of price changes.
- 12.5.6. If, with a view to carrying out conformity inspection tests, we take samples on the market, the costs of purchasing the samples shall be chargeable to the client.

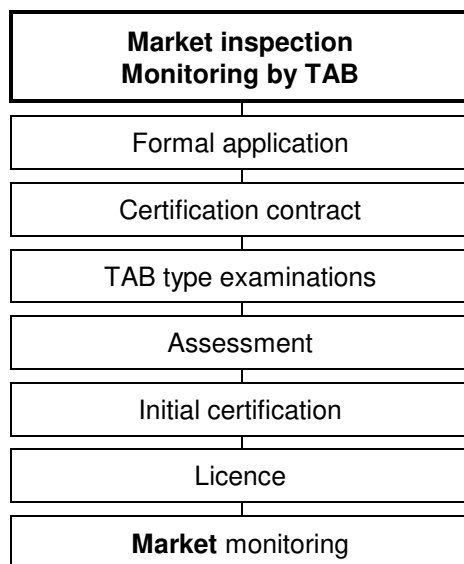
13. CHANGE IN THE PRESCRIPTIVE REFERENCE DOCUMENTS

- 13.1.1. TAB's technical specifications are based on prescriptive documents (or draft documents) when such references are available.
The prescriptive situation is liable to change.
- 13.1.2. As soon as a new technical specification is issued, TAB has to notify the clients about the change and the transitional arrangements.
- 13.1.3. The client shall notify TAB (within the three following months) of his plan whether or not to adapt his products to the new technical specifications.

Should the client decide against making an adjustment, TAB shall let the client know the date when certification for the relevant product or products shall be withdrawn.

- 13.1.4. Unless otherwise specified by the prescriptive reference document, transitional periods shall be set as six months.
 - 13.1.5. During the transitional period, applicants and clients shall have a choice between the old and new versions.
 - 13.1.6. After this period, the latest version of the technical specifications shall apply.
 - 13.1.7. During the transitional period, any cases of non-conformity with the new version shall be noted in the form of comments. After this period, requests shall be made for corrective action to be taken. In the event of a non-conformity, the right to use the mark shall be suspended in keeping with § 5.4.
 - 13.1.8. The certification body is responsible for inspecting to ensure certified products conform to the technical specifications applicable when they are placed on the market.
-

14. ANNEXE 1 : CERTIFICATION DIAGRAM



15. ANNEXE 2 : LOGOS

15.1. OK Compost®, OK biodegradable® and OK biobased® conformity marks

15.1.1. The different logos (standard logo's and special logo's) are described in the document RegCert-A2-1E.

15.2. Seedling® conformity mark

15.2.1. The rules for the use of the conformity mark are given in the RegCert -A2-2E

15.3. NEN biobased content conformity mark®

15.3.1. The rules for the use of the conformity mark are given in the document RegCert-A2-3E.

16. ANNEXE 3

SPECIAL PROCEDURES WHEN CLIENT RELIES ON OTHER CERTIFICATES FOR PRODUCT CERTIFICATION

16.1. Introduction

- 16.1.1. In certain circumstance, the Client shall rely on other certificates (issued by TAB or another certifying body) to have a product certified. The requirement in this case is to define the rights and obligations of the parties.
- 16.1.2. Normally, there are two such cases:
- the product submitted for certification involves products and/or components certified by another client ;
 - the product submitted for certification is already certified as such by another certifying body;

16.2. Deploying a certified product and/or component

- 16.2.1. A client may ask to document conformity of the (final) product with the specification applied by referring (in part) to the certification of the product and/or component deployed provided this deployment does not alter the key features resulting in the certification of the said product and/or component.
- 16.2.2. In some cases, TAB may require the formal agreement of the client (owner of the original certification for the product and/or component deployed).
- 16.2.3. In this case, the client shall be required to demonstrate this agreement.
- 16.2.4. Neither the documentation procedure, nor TAB's approval should be taken as read.

16.3. Product certified by another certifying body

- 16.3.1. A client may document the conformity of his product with the specification applied by referring to the certification of this product by another certifying body, provided the latter's competence is in no doubt.
- 16.3.2. In this case, the client shall provide all the documents needed to ascertain that the product conforms to the requirements in the specification applied.
- 16.3.3. Neither the documentation procedure, nor TAB's approval should be taken as read.

16.4. Withdrawal of the right to use the mark

- 16.4.1. The right for the client to use an TAB conformity mark is immediately withdrawn when:
- the owner of the initial certification of the product and/or component deployed by the client loses the right to use the conformity mark, whatever the reason ;
 - the certifying body (having carried out the initial certification procedure for the product and/or component the client relies on to document the conformity of his – final – product with the specification applied) withdraws the client's certificate for the product and/or component, whatever the reason;
 - the certificate or certificates the client refers to has or have expired ;
 - the scope of the certificate or certificates the client refers to has been amended thereby becoming incompatible with the client's deployment.
- 16.4.2. The owner's loss of the right to use the initial certification may result from a technical and/or administrative non-conformity on the part of the owner of the right.
It may also result from a request to terminate the contract made by the owner of the initial certification
- 16.4.3. TAB cannot be compelled to provide compensation for this type of withdrawal of the entitlement to use the conformity mark. Fees for services provided under the contract shall remain payable.

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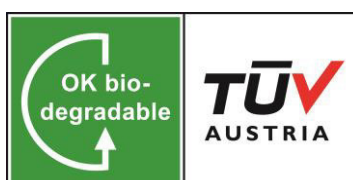
Annex 2.1. Graphical chart logos

OK compost[®], OK biodegradable[®], OK biobased[®]

Conformity marks

Drawn up by :	Checked by:	Approved by :
<i>Signature on Master Copy</i>	<i>Signature on Master Copy</i>	<i>Signature on Master Copy</i>
M. DE BACKER	P. DEWOLFS	R. BEKKERS
QA manager TÜV AUSTRIA Belgium	Business manager TÜV AUSTRIA Belgium	General Manager TÜV AUSTRIA Belgium

RegCert-TAB-A2-1E – June 2018



1. GENERAL

1.1 Purpose

This document describes how the logos of the OK compost INDUSTRIAL®, OK compost HOME®, OK biodegradable SOIL®, OK biodegradable WATER®, OK biodegradable MARINE® and OK biobased® certifications must be created and depicted.

The logos can be used corresponding to the certification (eg. OK compost HOME®) and are delivered in their final form by TÜV AUSTRIA BELGIUM. For multiple certification of a product, the corresponding single logos can be displayed separately.

If in specific cases it is not possible for technical reasons to feature a logo on the product, alternative solutions shall be discussed on a case-by-case basis with the licence holder.

1.2 Featuring the Licensee Code (Sxxxx)

The font size must allow the Licensee Code to be clearly legible to the naked eye, and the letters must always be at least 1.5 mm in height.

Note that each logo that is applied to the product must be with the Licensee code in the lower right-hand corner box underneath the wording INDUSTRIAL, HOME, SOIL, WATER or MARINE or stars depending on the applicable mark.

1.3 Colour or B&W

The OK compost®, OK biobased® and OK biodegradable® logos comprise a white monogram on a green background juxtaposed to the left of the TÜV AUSTRIA monogram on a white background.



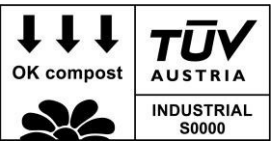
The TÜV AUSTRIA monogram is, by default, in black and red. **(3)**

If it is not possible, for technical reason, to print the red components, a black version of the TÜV AUSTRIA monogram is authorized. **(2)**

Monochrome (one color) versions of the logos are authorized **(1)**.

In this case the colors of the logo on the left-hand side are inversed, anything that is green in the colored left hand side may not be printed in the monochrome logo. Anything that is white in the colored left hand side must be printed in monochrome. On the right hand side anything that is red or black in the colored logo must be printed in monochrome, anything that is white may not be printed in the monochrome logo.

Taking the OK compost INDUSTRIAL® logo (depicted below) as an example, this means that in the figure below the parts in black must be printed in the monochrome color, whereas the white parts must remain clear.

		
<p>(3) Full color</p>	<p>(2) Two colors</p>	<p>(1) Monochrome / one color</p>

The colours correspond to :

Red : Pantone 1795C or 100% M & 100% Y (0% C, 0% K), The RGB value is 226-0-26

Green : Pantone 354 or RGB 93-153-66 or Hex #5d9942 or CMYK 80-11-100-1

1.4 Size and dimensions

A smaller version of the logo is allowed provided that:

- the entire logo including all the details is visible and readable to the naked eye
- the height/width ratio of the logo is retained
- the Licensee Code is correctly depicted (see § 1.2)

2. LOGOS

The possible logos are:

		FOR COMMUNICATION only	ON PRODUCT Logo with SCode
OK compost	OKH		
	OKI		
OK biodegradable	OKM		
	OKS		
	OKW		
OK biobased	OKB1		
	OKB2		
	OKB3		
	OKB4		

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« *Seedling* » Conformity mark

General Product Certification Rules Annex 2.2 – Trademark Usage Guidelines & Regulations governing Use of the Mark

*This enclosure contains information imposed by European Bioplastics
in the framework of the certification according to
the “Seedling” logo certification scheme.*

For more information, please contact European Bioplastics.

RegCert-A2-2E – June 2018



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REGULATIONS GOVERNING USE OF THE MARK OF

*European Bioplastics e.V.,
Marienstraße 19/20,
10117 Berlin
- hereinafter referred to as “association” -*

Section 1 - General Provisions

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

Section 2 - Name and Domicile

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

Section 3 - Purpose and Tasks of the Association

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

Section 4 - Bodies and Representation of the Association

- (1) The bodies of the association are:
 - a) the meeting of members*
 - b) the president(s) of the association**
- (2) The association is represented in all judicial and extrajudicial matters by its executive committee and/or its president(s).*
- (3) The rights deriving from the present regulations governing the use of a mark are to be claimed by the executive committee and/or the president(s).*

Section 5 - Membership

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

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

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

Section 6 - The Collective Mark

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

Section 7 - Certification Clients

Certification clients can become – regardless of a membership in the association – all legal entities and natural persons who, with respect to the biodegradable and compostable products, intermediates (semi-finished items), materials and/or additives manufactured and/or distributed by them, have an interest in being entitled to use the collective mark.

Certification clients are entitled to use the collective mark exclusively pursuant to Section 8.

Certification clients consist of holders of main certificates as well as of holders of subcertificates in accordance with the underlying certification scheme.

Section 8 - Persons entitled to use the collective mark and conditions for use of the collective mark

- (1) The association entitles all certification clients to use the collective mark in order to designate products of biodegradable and compostable materials, provided the association has granted them a right of use for these products pursuant to the belowreferenced provisions within a certification process to be conducted by an independent examination body which has been acknowledged by the association (hereinafter certification body) (hereinafter persons entitled to use the collective mark). Biodegradable and compostable intermediates (semi-finished items), materials and/or additives are not products pursuant to these Regulations governing use of the mark. A special entitlement to use for biodegradable and compostable intermediates (semi-finished items), materials and/or additives for advertising purposes is stipulated in Section 8 paragraphs 4 and 5. The entitlement to use the collective mark is granted after issuance of a corresponding certificate.*
- (2) The entitlement to use is granted for such products made from biodegradable and compostable materials which have been assessed by a certification body to be in conformity with the certification scheme “Products made of compostable materials” of August 2006 and/or its respectively valid amended version which contains objective examination criteria prescribed by European standards and which, based on this certification process, have been approved of by the issuance of the certificate by the certification body.*
- (3) The persons entitled to use the collective mark are authorized to affix the collective mark to the examined biodegradable and compostable products pursuant to the below-referenced conditions.*
- (4) The persons entitled to use the collective mark may also use it for advertising purposes, in particular to affix the mark to announcements, price lists, business letters, recommendations, debit notes or the like, to their name-plate or their vehicles and to exhibit the mark in their business premises, provided it is guaranteed that use is only be made in connection with the products and/or for those persons or companies for which and/or to whom the use of the collective mark has been granted.*
- (5) A special entitlement to use the collective mark for advertising purposes in accordance with Section 8 paragraph 4 is granted to producers of registered intermediates (semi-finished items), materials and/or additives (in the following referred to as: persons entitled to special use of the collective mark) which have been assessed and registered by a certification body to be in conformity with the certification scheme “Products made of compostable materials” (cf. Section 8 paragraph 2). This special entitlement to use the collective mark for advertising purposes does not comprise the entitlement to designate the correspondingly registered intermediates (semi-finished items), materials and/or additives with the collective mark, in particular the entitlement to affix the collective mark onto the intermediates (semi-finished items), materials and/or additives or their get up or their packaging.*

- (6) *The “Trademark Usage Guidelines” (“Marken-Benutzungsrichtlinien”) in their respectively valid version provide for the details of the granted use, prohibitions of use as well as use requirements of the collective mark. The “Trademark Usage Guidelines” („Marken-Benutzungsrichtlinien“) are delivered to the certification client together with the issuance of the certificate and can be obtained from the association in their respectively valid version.*
- (7) *The entitlement to use as well as the special entitlement to use referred to in Section 8 does not extend to such goods and/or services and/or persons or companies related thereto which have not successfully undergone an examination pursuant to paragraph (2) and to whom a certificate has not been issued pursuant to paragraphs (1) and (2) and/or whose certificate has not been renewed after expiry. The collective mark is not to be used for such goods which do not or no longer correspond to the certification requirements, i. a. not for goods which have become defective, show inadequate workmanship or for which the verification of conformity has not been delivered in due course during the prescribed examination process.*
- (8) *The entitlement to use, respectively the special entitlement to use is not to be transferred to a non-certified product, respectively to nonregistered intermediates (semi-finished items), materials and/or additives or to third parties. In particular, the collective mark or reproductions or copies thereof – including on electronic data carriers – are not to be transmitted to third parties or to be used by non-authorized related companies of the persons entitled to use the mark.*
- (9) *Any use of the collective mark by the person entitled to use / special use which exceeds the allowed kind of use determined in paragraph (3)-(5) is prohibited. A modification/amendment of the collective mark is not allowed.*
- (10) *The entitlement to use expires if the entitlement to use granted pursuant to paragraph (2) within the certification process has lapsed pursuant to paragraph (7). In case of nonetheless continued use the association has the rights pursuant to Section 11.*

Section 9 - Fees

- (1) *The persons entitled to use the mark pay to the association a yearly (any 12 month period) user fee/special user fee in the amount of:
- user fee for owners of main certificates: 125 EURO
- user fee for owners of sub certificates: 125 EURO
- special user fee: 75 EURO*
- (2) *The fees must be paid regardless of whether the collective mark is used or not.*
- (3) *The association may entitle third parties to collect the fees.*

Comment by
TÜV AUSTRIA :

These fees are collected by TÜV AUSTRIA and are included in the fees described in the contract made by TÜV AUSTRIA.

Section 10 - Persons of a restricted entitlement to use the collective mark – Entitlement to advertise

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

Section 11 - Wrongful Use

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

as well as the special entitlement to use to collective mark for advertising purposes according to Section 8 paragraphs 4 and 5 and may publish the revocation in the association's appertaining publications.

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

Section 12 - Trademark Supervisory Body

- (1) *The executive committee of the association as well as the certification and examination bodies acknowledged by the association jointly supervise the lawful and proper use of the collective mark by the persons entitled to use the collective mark. The executive committee can transfer this supervision wholly or in part to another body or panel of the association or to third parties.*
- (2) *The executive committee of the association is entitled to stop a wrongful use of the mark by persons entitled to use the mark or third parties of which it has become aware and pursuant to Section 11 may pronounce a warning, impose contractual penalties and/or revoke the entitlement to use the designation and publish this revocation.*
- (3) *The association is exclusively entitled to derive rights from the collective mark as well as to claim rights due to wrongful use of the designation. The association may transfer the entitlement to claim rights, including the rights pursuant to Sections 11, and 12 paragraph (2), to the certification and examination bodies acknowledged by it or to third parties.*

Section 13- Maintenance and Defence

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

Section 14 - Obligations of the Parties in case of Infringement of the Collective Mark

- (1) *The association is entitled, however not obliged, to pursue infringements of the collective mark by third parties and to prevent disturbances of the use of the collective mark by persons entitled to use the mark.*
- (2) *Each member and each person entitled to use the mark pursuant to Section 8 is obliged to immediately inform the executive committee and the respectively competent certification and examination body of trademark infringements by third parties of which they have become aware and to support them in securing evidence and claiming the trademark right.*

Berlin, this 19th December 2011

TRADEMARK USAGE GUIDELINES

Section1 - Legitimate use

- (1) Pursuant to the “Regulations governing Use of the Mark” the association permits all persons entitled therein to use the collective mark (hereinafter referred to as Logo) in compliance with Section 8 paragraph 1 to 10 of the “Regulations governing Use of the Mark”.
- (2) The persons entitled to use the logo are authorized to affix it to the examined biodegradable and compostable products pursuant to the below-referenced TrademarkUsage Guidelines. The persons entitled to use the collective mark are also entitled to use the logo for advertising purposes, in particular to affix the logo to announcements, price lists, business letters, recommendations, debit notes or the like, to their name-plate or their vehicles and to exhibit the mark in their business premises, provided it is guaranteed that use is only be made in connection with the products and/or for those persons or companies for which and/or to whom the use of the logo has been granted. The entitlement to use the collective mark for advertising purposes in accordance with Section 8 paragraph 5 of the “Regulations governing Use of the Mark” is also granted to producers of registered semi-finished products, materials and/or additives (special right of use). In particular it has to be made sure that the logo is used in compliance with the “Regulations governing Use of the Mark” and the “Trademark Usage Guidelines” not only on the products or product packaging, in advertising material or in correspondence with third parties, but also in the internal communication and on the corresponding documents..


Section2 - Conditions for use

- (1) The logo must always be reproduced consistently. The appearance, in particular the proportions, colors and shape of the overall sign as well as of any elements of the logo may neither be modified nor altered in any way, in particular the logo may not be combined with any other graphic elements. Also the perspective and the illustration of the logo may neither be changed nor altered, in particular by animation or distortion. The logo may only be reproduced from printed or electronic artwork provided by the association.
- (2) The logo is a two colour sign, consisting of the colours black and white and must always and only be used in these colors – as far as technically possible. The logo must always be used on white, unpatterned and untextured background– as far as technically possible.
- (3) The logo must be accompanied by the ® on all products, respectively their packaging and all other materials or documents. The registered trademark symbol must always be placed in the upper right corner of the logo above the right leaf, as depicted in the following graphic.

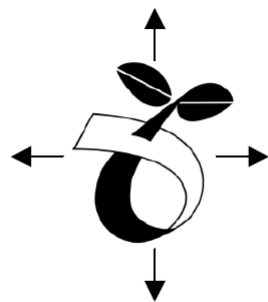


- (4) An attribution to the association’s ownership of the logo must be attached to all products, respectively their packaging and all other materials or correspondence with third parties.

The format to follow is:

“ is a registered trademark of European Bioplastics e.V. in the EU.” The attribution does not have to be attached to products, respectively their packaging, if the small size of the product, respectively the packaging does not allow for a legible attribution.

- (5) When using the logo, a certain “clearspace area” around the logo must be held free. The clear space must equal at least $X = 0,25$ the height of the logo (see graphic below) and must be kept free of any graphical elements, words, symbols etc. - apart from the ® symbol.



$X = 0.25$ the height of the Logo

- (6) The smallest size allowed for electronic use is 70 pixels in height and 61 pixels in width. The smallest size allowed for printed use is 12 millimeters in height and 10,6 mm in width. Whenever the size of the logo is changed it has to be made sure that the initial proportions of the logo are maintained, so that the logo is e.g. not distorted. For applications in which the logo is small, it has to be made sure that the ® symbol is also small, but not illegible.
- (7) The logo must always be used together with the corresponding certificate's registration number on all products, respectively their packaging and all other materials or correspondence with third parties. The logo and the registration number may only be used for products, for which a corresponding, product specific certificate has been issued. The registration number must be placed beneath the logo, whereby the “clearspace area” mentioned in Section 2 paragraph 5 must be respected.

Section 3 - Prohibitions of use

- (1) The logo may not be used in any way that may tarnish the quality of logo or the goodwill of the association, its members or the certified clients. In particular, the logo may not be attached to or used in connection with any product or medium that according to the knowledge of the user infringes third party's rights or is of illegal content.
- (2) Other versions of the Logo must not be created or used.
- (3) In case of an infringement of the conditions for use of the collective mark stipulated in Section 8 of the “Regulations governing Use of the Mark” or the before-mentioned Trademark Usage Guidelines, Section 11 of the “Regulations governing Use of the Mark” are applicable.

LIST OF COUNTRIES IN WHICH THE SEEDLING IS REGISTERED

Collective Mark

No 008112856, registered as of 30/09/2010 at Office of harmonization in the internal market

Classes: 10 5, 8, 16, 17, 19, 20, 21, 22, 27, 28, 35, 39, 40, 42

International Registration

No: 675032, registered as of 25/02/1997; renewed in 2007 at WIPO

Classes: 1, 2, 3, 4, 5, 8, 10, 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 39, 40, 42

Basic registration: Germany

Designations under the Madrid Agreement: Austria, Benelux, Bosnia and Herzegovina, Bulgaria, China, Croatia, Czech Republic, Democratic People's Republic of Korea, France, Hungary, Italy, Latvia, Liechtenstein, Monaco, Poland, Portugal, Romania, Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Spain, Switzerland, The former Yugoslav Republic of Macedonia

Designations under the Madrid Protocol: Denmark, Finland, Norway, Sweden, United Kingdom

Australia:

IR: 675032 as of 09/07/2007 at IP Australia

Classes: 1, 8, 16, 17, 22, 29, 30, 31, 32, 39, 40, 42

USA:

No: 2256285, as of 29/06/1999 at the United States Patent and Trademark Office

For biodegradable packaging materials, biodegradable construction materials not made of metal and biodegradable materials used in the manufacture of goods

Canada:

No: TMA581,513 registered as of 13/05/2003 at Canadian Intellectual Property Office.

Goods and Services:

(1) Chemicals used in the packaging, textile, science, photography, as well as in agriculture, horticulture and forestry industries; unprocessed plastics, namely biodegradable plastics according to international standards for the testing of biodegradation of plastics; manures; chemical substances for preserving foodstuffs; tanning substances; adhesives used in industry, namely biodegradable adhesive for use on labels, tags, lids and the like; painter's materials, namely, interior and exterior paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; biodegradable colorants for painter's use; mordants; raw natural resins; bleaching preparations for laundry use; perfumery, essential oils, hair lotions; dentifrices; industrial oils and greases; illuminants; candles, wicks; preparations for destroying vermin; fungicides, herbicides; hand tools for use in agriculture, horticulture and forestry; cutlery; razors; surgical and medical apparatus and instruments made from biodegradable plastics according to international standards for the testing of biodegradation of plastics, namely air cushions and mattresses, bandages, boots, catheters, gloves, incontinence sheets, injectors, needles, sponges, sterile sheets, plastic stockings, syringes, drainage tubes; artificial limbs; orthopaedic articles made from biodegradable plastics according to international standards for the testing of biodegradation of plastics, namely braces, splints, supports, footwear inserts, prostheses, implants; firearms; ammunition and projectiles; explosives; fireworks; printed lithographed and engraved material, namely, trading cards, pamphlets, flyers, posters, photographs, brochures, books, magazines, postcards, calendars, collector's albums, guides, receipt books, collections of music and/or songs in book form, religious works in book form, comic books, comic strips,

growth indicators, periodicals, maps, newspapers, sheet music, menus, bumper stickers, photographs, pictures, posters, and murals; paper products, stationery and office supplies, namely book marks, pens, pencils, paper pads, binders, dividers, book covers, bookends, file folders, bulletin boards, calendars, calendar pads, cardholders, paper holders, charcoal sticks, document cases, envelopes, erasers, executive notebooks, gift bags, gift tags, greeting cards, valentine cards, Christmas decorations, party decorations, namely, party hats, party napkins, party tablecloths, paper napkins, paper tablecloths; guest books, note books, theme books, notebook pouches, invitations, letter covers, day books, notepads, nametags, writing paper, paperweights, pencil boxes, pencil cases, pencil sharpeners, place cards, pocket diaries, rulers, scratch paper, paper bags, plastic bags, stamp booklets, labels, personal telephone books, wrapping paper, writing paper, dividers, decorative paper, shelf paper, measuring tape, contact paper, calendar holders, paint brushes, badges, iron-on insignia, tape dispensers, iron-on emblems, adhesive labels, tie-on labels, label holders, label markers, mailboxes, daybook holders, soft-tip pens, rubber stamps, stamps, stamp pads, stamp dispensers, stickers, stick-on numbers, decals; rubber, gutta-percha, mica; plastics in extruded form for use in manufacture; packing, stopping and insulating materials made from biodegradable materials, namely loose fill, cushions, envelopes, bags, pouches, adhesive tapes and bands, cables, foils, asbestos and viscose sheets, cotton wool for packing, mineral wool, and padding; flexible pipes, not of metal; leather and leather imitations; animal skins, hides; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery; building materials (non-metallic) made from biodegradable plastics according to international standards for the testing of biodegradation of plastics, namely baseboards, wall panels, wall plugs, dowels; non-metallic transportable buildings; monuments, not of metal; furniture and household decorations and furnishings, namely, picture frames, pictures, tables, chairs, beds, sofas, sofabeds, bookshelves, shelving, plastic moulded wall decorations, reusable/movable wall stickers, folding tables and folding chairs, dressers, nightstands, mirrors, desks, office furniture, mobiles, stools, carts and trolleys; picture frames; small domestic housewares and household utensils and accessories, namely, chinaware, placemats, vases, plates, bowls, dishes, mugs, cups, glasses, baking pans, saucers, butter dishes, platters, coasters, pottery, trivets, trays, salt and pepper shakers and grinders, pitchers, rotisseries, baskets, cutting boards, glass bottles, bottle stoppers, storage boxes made of metal, plastic and cardboard, cleaning brushes, mops, brooms, butter molds, cake plates, food storage boxes, lunch boxes, egg cups, corncob holders, creamers, platters, figurines, fly swatters, goblets, coat hangers, jars, fruit squeezers, lazy susans, dish mats, dish holders, buckets, pitchers, flowerpots, pots, sandwich boxes, lunch boxes, stools, teapots, coffee pots, storage cans, napkin holders, vacuum bottles, plate warmers, pot warmers, coin banks, bottle warmers, toilet paper holders, paper cup dispensers, carafes, toothpicks, recipe boxes, wall hangings, wall plaques, signs, sculptures, masks, carafe labels, drink markers, drinking flasks, ice buckets, punchbowls, bottle holders, back brushes, waste baskets, trash cans, toilet brushes, scouring pads, scrubbing brushes, portable stoves; ropes, string, tents, awnings, tarpaulins, sails; raw fibrous textile materials; nets, sacks and bags for wrapping, packing and in the transportation of goods; padding and stuffing materials made from biodegradable plastics according to international standards for the testing of biodegradation of plastics used for wrapping, packing and protection in the transportation of goods; yarns and threads, for textile use; bed and table covers; household textiles and fabrics, namely, towels, face cloths, sheets, sheetsets, coverlets, quilts, comforters, blankets, bedspreads, curtains, cushions, dishcloths, dishtowels, wall hangings, pillow cases, pillow shams, pillows, tapestries, draperies and matching wall covers; flags, banners and pennants, carpets, rugs; men's, women's and children's clothing and accessories, namely, shirts, t-shirts, swimwear, aprons, belts, belt buckles, ponchos, dresses, suits, skirts, pants, shorts, sweat shirts, hosiery, gloves, ties, scarves, ascots, bibs, shifts, capes, coats, knickers, shirt fronts, muffs, track suits, underclothing, jackets, jerseys, robes, jumpsuits, jeans, mittens, dressing gowns, raincoats, crests, badges, breeches, shawls, pyjamas, sleepwear, smocks, suspenders, masquerade costumes, tank tops, pantyhose, sweaters, pullovers, handkerchiefs; footwear and related accessories, namely, shoes, boots, sandals, moccasins, slippers, overshoes, shoe polish, shoe horns; headwear, namely, hats, sun visors, bonnets, toques, helmets, caps, headbands, headscarves, earmuffs; lace and embroidery, ribbons and braid; buttons for clothing or upholstery, hooks and eyes, pins and needles; artificial flowers; carpets, rugs, mats and matting, linoleum and wall hangings (non-textile); toys, games, sporting goods, and recreational articles, namely, playhouses, hobby kits, shooting arcade games,

Halloween masks and make-up kits, balloons, plastic toys, plush toys, soft puppets, mechanical toys, return tops, flying or gliding disks, kites, tote bags, return tops, weightlifting belts, exercise belts, exercise benches, exercise bicycles, exercise shoes, exercise pads, nap mats, protective helmets, horse blankets, harnesses, saddles, riding crops, pistols, rifles, portable coolers, sports squeeze bottles, life jackets, paddles, boat cushions, bows, skateboards, roller skates, in-line skates, sleds, sports gloves, tennis, badminton and volleyball nets, badminton rackets, baseballs, baseball gloves, basketballs, swim fins, diving masks, snorkels, bicycles, bicycle bells, bicycle horns, bicycle lights, bicycle locks, bicycle saddlebags, boxing shorts, darts, dart targets, trays, fishing rods and lures, footballs, football helmets, handballs, handball gloves, hockey gloves, hockey helmets, motorcycle helmets, toy guns, toy weapons and target sets, radio-controlled toys, night vision goggles, bop bags, playsets, and environments, namely, plastic structures, figures, figurines and models for inclusion therewith, walkie-talkies, viewers, pinball games, self-contained electronic games, billiard balls, billiard ball racks, billiard ball markers, soccer balls, baseballs, softball hats, squash balls, protective eyewear, squash rackets, ping-pong balls, balls, ping-pong sets, tennis balls, volley balls, whistles, hand muffs, punching balls, balloon pumps, toy flutes, gliders, skipping ropes, kiddie cars, toy banks, marbles, marionettes, rattles, spinning tops, buckets, scooters, ride-on toys, modelling clay, putty, cut-outs, colouring pencils, colouring books, game boards, games, namely, ball games, board games, card games, bagatelle games, puzzles, namely, jigsaw, frame, tray, 3-D, wood and cardboard, wheels of fortune, playing cards, tokens, card mixers, token holders, dice, toy animals, stuffed toys, beach toys, namely, balls, floats and inflatable toys, trophies, kaleidoscopes, arts and crafts items, namely, pearl-working kits, metalworking kits, sewing kits, cutting kits, knitting kits, leather working kits, model kits, paint-by-number sets, paint-by-lines sets, and construction blocks, three-dimensional games, action figures and accessories therefor, dolls and bendable figures; kites, skis, ski bindings, ski poles, sleighs; meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk; edible oils and fats; coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and bread, pastry and confectionery, namely, candy, chocolate bars, ices; honey, treacle; yeast, baking powder; salt, mustard; vinegar, sauces (condiments); spices; ice; fresh fruits and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt; beers; mineral and aerated waters; fruit drinks and fruit juices; syrups; tobacco; smokers' articles, namely, cigarettes, cigars, cigarette tobacco, pipe tobacco, matches, ashtrays and lighters.

SERVICES:

(1) Advertising services for others, namely preparing and placing advertisements for others and co-operative advertising relating to recyclable or degradable or compostable products, namely products certified according to international standards for the testing of biodegradation or compostability; promotional services for others, namely developing and conducting promotional campaigns for businesses relating to recyclable or degradable or compostable products, namely products certified according to international standards for the testing of biodegradation or compostability; advising and consulting and supervising third parties as regards recyclable or degradable or compostable products; supervision and certification of standards; providing certifications for the afore-mentioned products; services relating to waste management; Business management; business administration; Transport of waste, transport of materials to be recovered or recycled; packaging articles for merchandising or to order and specification; waste or trash disposal by collection; Waste or trash disposal by recycling; Veterinary and agricultural services; legal services; scientific and industrial research; computer programming; waste disposal, in particular by biological processes; catering (packaging design services), spreading of fertilizers and other agricultural chemicals; research and development concerning new products; rendering of technical opinions by experts; bacteriological research; chemical research; technical research; licensing of intellectual property; trash disposal; incineration of trash; physics research; project studies; patent exploitation; material testing.

EMPTY PAGE

« **NEN bio-based** »

Conformity mark

General Product Certification Rules

Annex 2.3 – Use of "bio-based content" label and "bio-based" logo & Visual representation

*This enclosure contains information related to the use of the
« bio-based content » label and the « bio-based » logo.
extracted from the
Certification scheme « bio-based content », NCS 16785:2016-11
owned by the Netherlands Standardization Institute (NEN)*

*For more information, please contact
Netherlands Standardization Institute (NEN).*

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The logo for 'biobased', with the word in a bold, green, sans-serif font. To the right of the word is a green percentage sign (%) with a small leaf icon integrated into the top curve of the sign.

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8 Use of "bio-based content" label and "bio-based" logo

8.1 Label and logo

8.1.1 General

This certification scheme distinguishes two types of visualizations:

- 1) the "bio-based content" label that shall be used on (the packaging of) the certified product of product family;*
- 2) the "bio-based" logo that may be used for other communication purposes (e.g. promotion and marketing).*

The "bio-based content" label and "bio-based" logo are European registered trademark.

NOTE The "bio-based content" label and "bio-based" logo do not provide information on the sustainability or environmental impact of the product.

8.1.2 Visual appearance of "bio-based content" label

Figure 3 shows the "bio-based content" label that shall be used on (the packaging of) the certified product of product family. The "bio-based content" label is composed of the following elements:

- the value indicating the minimum share of the bio-based content, as a percentage of total (dry) mass of the product, in the certified product or product family (see also 8.1.4) followed by the artwork of the percent bar with leaves and the wording 'biobased' below;*
- the statement whether the claim of the bio-based content relates to the product, a specific component of the product or the packaging; this statement may be either in English or in the language preferred by the buyer;*
- the unique registration number of this certificate that can be traced in the central register of certificates (see 7.2.1).*

These elements are at fixed position in the "bio-based content" label as shown in Figure 3. It is not allowed to move or exclude elements (see also 8.2).



Figure 3 — "Bio-based content" label

Requirements for the (graphical) presentation of the "bio-based content" label are included in Annex C.

8.1.3 Visual appearance of "bio-based" logo

Figure 4 shows the "bio-based" logo that may be used for other communication purposes (e.g. promotion and marketing). The "bio-based" logo is composed of the wording 'biobased' followed by the artwork of the percent bar with leaves.



Figure 4 — "Bio-based" logo

Requirements for the (graphical) presentation of the "bio-based" logo are included in Annex C.

8.1.4 Values displayed in the label

For products or product families certified according to this certification scheme, the "bio-based content" label shall never display a value higher than the percentage given in the certificate issued by the certification body. The value shall be a whole number. It is not allowed to display any value when using the "bio-based" logo.

8.2 Conditions of use of label and logo

8.2.1 Use of "bio-based content" label

The certificate holder is allowed to use the "bio-based content" label for products of product families certified according this certification scheme. The "bio-based content" label will be provided in electronic format by the certification body after issuing the certificate linked to the bio-based product or product family. The certificate holder shall only use the electronic format of the label provided by the certification body.

The certificate holder shall take into account the following conditions when using the "bio-based content" label:

- a) The use of the label is only allowed after formal approval in writing by the certification body. The certificate holder is responsible for the correct use of the label.*
- b) The unique registration number of the certificate, which is assigned by the certification body, shall be stated in the label at the appropriate position. This unique registration number consists of the abbreviation of the certification body and the unique attestation number assigned by the certification body (see also 7.2.1).*
- c) The use of the label and the unique registration number is only allowed for the certified product or product family:*
 - In business-to-business relations, the label may be applied primarily on the accompanying documents, data sheets, packaging, tags, etc. In addition, the respective product itself may be labelled according to 8.1.2, if technically possible.*
 - In business-to-consumer relations:*
 - The label shall where possible be applied to the product itself. In case of assemblies or simple combinations of components, an individual component can be labelled, if the respective part is easily recognizable. Specific cases of use can be referred to the scheme manager.*
 - In addition to the actual product, the information about the bio-based content of the product, product family or component may be conveyed in accompanying documents such as manuals, packaging, tags, etc.*
- d) It shall be clearly stated whether the "bio-based content" claim that is made with the label refers to the whole product, to a specific component or to the packaging.*
- e) The label shall not exceed the size and prominence of the product name, brand name and/or trade name and shall be legible without aids.*
- f) The label shall meet the requirements of 8.1.2.*

8.2.2 Use of "bio-based" logo

The certificate holder is allowed to use the "bio-based" logo for communication purposes (e.g. website, company brochure, letterhead) if one or more products of product families have been certified according to this certification scheme. The "bio-based" logo will be provided in electronic format by the certification body after issuing the first certificate. The certificate holder shall only use the electronic format of the logo provided by the certification body.

The certificate holder shall take into account the following conditions when using the "bio-based" logo:

- a) The use of the logo is only allowed after formal approval in writing by the certification body. The certificate holder is responsible for the correct use of the logo.*
- b) The use of the logo is not allowed to be used for the certified product or product family.*

NOTE 1 The "bio-based content" label is to be used for the certified product or product family as defined in 8.2.1, item c).

- c) It shall be stated in the communication where information can be found about what the "bio-based" logo entails.*

NOTE 2 The certificate holder can provide this information on its own website or other medium or can refer to the website of the scheme manager (i.e. www.biobasedcontent.eu)

- d) The logo shall not exceed the size and prominence of the company name or any other logo used in the communication and shall be legible without aids.*
- e) The logo shall meet the requirements of 8.1.3.*

8.3 Assessment correct use of label and logo by certification body

The certification body shall assess the intended use of the "bio-based content" label and "bio-based" logo during the initial assessment. During surveillance and renewal assessments the actual use of label and logo shall be assessed. The certificate holder can ask for approval of changes in use of label or logo in between assessments. In all cases, the certification body shall assess whether the certificate holder complies with 8.2. As stated in Clause 6, the certificate shall be withdrawn in case the label or logo is not correctly used.

8.4 Monitoring improper use of label and logo by scheme manager

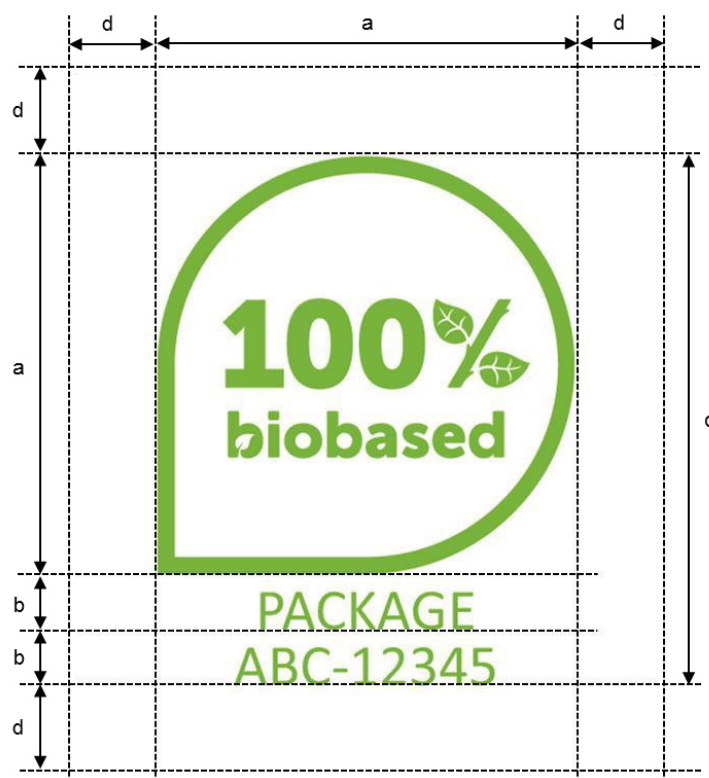
The scheme manager for this certification scheme (i.e. NEN) will periodically conduct market surveillances to monitor improper use of "bio-based content" label, "bio-based" logo and name and will undertake the necessary actions. Improper use of label or logo can occur both with organizations that are not certified according to this certification scheme or with organizations that are certified but do not comply with 8.2. In case the latter, the scheme manager will also inform the certification body that has issued the certificate associated with the claim about the bio-based content of the product or product family.

Annex C (of the certification Scheme) *(normative)*

"Bio-based content" label and "bio-based" logo – visual representation

C.1 Shape and size

The "bio-based content" label is a teardrop with the angle in the corner left under. The teardrop contains the value indicating the minimum share of the bio-based content. The product description and unique registration number are aligned centred below the teardrop. Figure C.1 shows the "bio-based content" label including the sizes and mutual ratios. The shape, ratios of sizes and positions of the elements may not be modified. The white space between the "bio-based content" label and other printed artwork or text is at least $0,2 \times$ the width of the label with a minimum distance of 3 mm.



Key

- a* size of teardrop: width and height are similar
- b* distance between qualifiers ($b = a / 7,5$)
- c* total length of label ($c = a + 2 \times b$)
- d* minimum white space between label and other printed artwork or text ($d \geq 0,2 \times a$ where d is at least 3 mm)

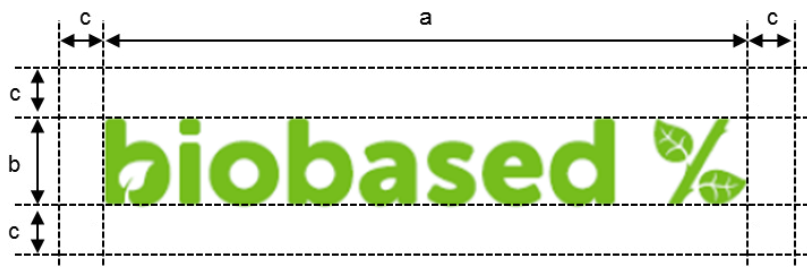
NOTE 1 The value of "100 %" is for illustration and can be any value between 0 % and 100 %.

NOTE 2 The qualifier "PACKAGE" indicates the position of the statement whether the claim of the bio-based content relates to the product, a specific component of the product or the packaging.

NOTE The qualifier "ABC-12345" indicates the position of the unique registration number.

Figure C.1 — "Bio-based content" label including sizes

Figure C.2 shows the "bio-based" logo including the sizes and mutual ratios. The ratios of sizes and may not be modified. The white space between the "bio-based" logo and other printed artwork or text is at least $0,5 \times$ the height of the label logo with a minimum distance of 3 mm.



Key

a width

b height ($b = a / 7,5$)

c minimum white space between logo and other printed artwork or text ($c \geq 0,5 \times b$ where c is at least 3 mm)

Figure C.2 — "Bio-based" logo including sizes

C.2 Colour

The green colour in the "bio-based content" label and "bio-based" logo is specified in Table C.1 with the usual standards.

Table C.1 — Specifications of colours "bio-based content" label and "bio-based" logo

Colour	Pantone	Hex	RGB	CMYK
Green	368 C	#76bc43	R118 G188 B67	C 59 % M 2 % Y 100 % K 0 %

If the green colour or layout of the background of the "bio-based content" label or "bio-based" logo is inappropriate for the label and logo as presented in Figure C.1 and Figure C.2, respectively, the label and logo may be used in black and white configuration.

C.3 Font

The text in the "bio-based content" label shall be displayed using the following fonts:

- Value: Museo Sans 900
- Product description: Calibri Regular capitalized
- Unique registration number: Calibri Regular capitalized

The "bio-based" logo doesn't include text that can be amended..