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„ift-EPD“ mark

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## „ift-EPD“ mark

- I The Way to Use the ift-EPD mark
- II Agreement on the use of the "ift-EPD" mark (trademark regulations)

## I The Way to Use the ift-EPD mark

ift Rosenheim prepares Environmental Product Declarations (EPD) for construction products, which make statements on the environmental impact and environmental effects of a product, e.g. energy consumption, greenhouse gases

(CO<sub>2</sub>) produced or water consumption. Generally, each company that owns an ift-EPD whose date of issue does not date back more than 5 years can purchase the right to use the "ift-EPD" mark.

## II Agreement on the use of the "ift-EPD" mark (trademark regulations)

### „ift-EPD“ mark - Description

The "ift-EPD" mark is an application form of the ift mark, which is a registered and protected trademark of ift Rosenheim. The "ift-EPD" mark refers to a non-proprietary website of ift ([www.ift-epd.de](http://www.ift-epd.de)) on which the "ift-EPD" underlying the "ift-EPD" mark is displayed for a period of 5 years from the creation date of the EPD.

The ift client (hereinafter referred to as the mark holder) has an interest in using the "ift-EPD" mark in order, among other things, to be able to demonstrate the environmental impacts of its products in relation to third parties in a reliable and effective manner.

Against this background, the ift and the mark holder agree the following:

### 1 Use of the mark

#### 1.1 Granting the right of use

The authorization to use the mark is granted by issuing an ift-EPD and is carried out by the certification body of ift Rosenheim.

ift Rosenheim allows only the owner of the declaration to use the mark, a transfer/assignment of rights to third parties is not permitted.

If the authorisation is withdrawn by the certification body of ift Rosenheim (e.g. suspension, withdrawal of the EPD or expiration of validity), the "ift-EPD" mark may no longer be used. The company is informed of the suspension and withdrawal of the EPD.

The "ift-EPD" mark can be used to mark the declaration of the environmental impact of a product according to the ift-EPD programme. The basis are standards, in particular ISO 14025 and EN 15804 as well as the ift-Guideline NA01 in the current version at the time of declaration.

Upon receipt of an ift-EPD, a unique declaration number is also issued which can be marked on the product; the ift-EPD mark containing this number can be used for this purpose.

## 1.2 Shape

The mark holder may use the "ift-EPD" mark exclusively in the form shown below (see *sample*; the number shown in white is replaced by the concrete declaration number by ift Rosenheim in case of application) No changes, additions, distortions or the like may be made to the graphic file provided by ift Rosenheim.



*Sample*

## 1.3 Colour

The mark holder may only use the "ift-EPD" mark with the following specifications for colour applications:

**Green:** RGB: 151/191/13  
CMYK: 45/0/100/0  
Pantone: 157-8 C

**White:** RGB: 255/255/255  
CMYK: 0/0/0/0  
Pantone: WHITE

## 1.4 Size

The mark holder is allowed to adjust the (scalable) size of the "ift-EPD" mark, as long as the aspect ratio is respected and readability is (still) guaranteed.

## 1.5 Position

The mark holder may display the "ift-EPD" mark directly on the products that correspond to the underlying ift-EPD.

In parallel or alternatively, it may display the "ift-EPD" mark on the accompanying documents and in publications concerning the tested products (e.g. packaging, advertising material, website, etc.)

## 2 Further obligations of the mark holder

The mark holder undertakes

- not to harm ift Rosenheim and the "ift-EPD" mark in public;
- to compensate ift Rosenheim for any damage incurred to ift Rosenheim resulting of any unauthorised use of the "ift-EPD" mark by the mark holder which is not in accordance with the agreement;
- to reimburse ift Rosenheim for the costs of inspections which arise from justified reports/complaints from the market or which ift Rosenheim carries out because of its own concerns, as there are doubts about the agreed use of the mark.

## 3 Duration

The period of use of the mark is linked to the validity of the respective EPD.

ift Rosenheim is entitled to terminate the granting of the right of use extraordinarily and with effect for the future in writing if there is an important reason for doing so, in particular in the event of violations of item 1.



## 4 Liability exclusion

Any liability of ift Rosenheim is excluded. In particular, any liability of ift Rosenheim based on the right to use the mark for defects in products marked with the "ift-EPD" mark is excluded. The exclusion of liability shall not apply in the event of wilful or grossly negligent conduct on the part of ift Rosenheim.

The mark holder shall indemnify ift Rosenheim against any claims made by third parties against ift Rosenheim in connection with the use of the "ift-EPD" mark.

## 5 Place of jurisdiction

ift Rosenheim is entitled to assert the rights arising from a breach of duty (point 2). As place of jurisdiction, the parties agree, as far as legally permissible, on the location of ift Rosenheim.