

# **General Terms and Conditions for the Supply of Goods and Services for ClimatePartner Italia S.r.l. ('CPI') and ClimatePartner GmbH ('CPG')**

## **I. General provisions**

### **1. Scope**

- (1) These General Terms and Conditions apply to the supply of goods and services (Consulting, Solutions, Offset) by ClimatePartner Italia S.r.l. a socio unico ('CPI'), with a business address of Via Vasche 2, 21020 Casciago (VA), Italy, and ClimatePartner GmbH ('CPG'), with a business address of St.-Martin-Str. 59, 81669, Germany, to entrepreneurs, legal entities under public law and special funds under public law, however not in relation to consumers. These General Terms and Conditions also apply to all future business transactions with the customer insofar as they are transactions of a similar nature. ClimatePartner Italia S.r.l. and ClimatePartner GmbH are also referred to hereinafter as 'CP'.
- (2) The Offset supplementary terms and conditions at the end of these General Terms and Conditions apply only to 'Offset' services.
- (3) These General Terms and Conditions shall apply on an exclusive basis. Conflicting provisions or deviating terms and conditions of purchase of the customer will not be recognised, even if CP provides a service with knowledge of any such deviating provisions, unless CP has expressly agreed to the deviation concerned in writing.
- (4) Changes and additions to the respective individual order are only effective if they have been expressly agreed upon by both parties (CP and customer).
- (5) Even in the event that a contract is concluded online or by installing and/or using software provided by CP (see Section 2(2) below), the customer agrees to these General Terms and Conditions and accepts them as binding without restriction; in cases where separate conditions for the use of the software and/or software service are included by CP in the conclusion of the contract, such separate terms and conditions will have priority. Otherwise, the customer is not entitled to install or use the software.
- (6) Individual agreements made with the customer in individual cases shall always take precedence over these General Terms and Conditions. With the exception of managing directors and authorised signatories, CP employees are not entitled to make verbal agreements which deviate from these General Terms and Conditions or the contract.

### **2. Contract conclusion**

- (1) A contract is concluded upon countersignature of the signed CP offer by the customer or any other mutual contractual agreement between the contracting parties.

In the event of an order by the customer which deviates from the offer, the order will only be binding if CP has confirmed such order in writing or if CP executes the order without reservation.

- (2) Contracts for certain services can also be concluded online on CP's website after registration for CP software. Orders that a customer only enters and saves in draft form are not binding on both parties unless and until a final order is placed. Drafts may be deleted by CP without the consent of the ordering party if they have been stored in the system for more than 30 days without being placed to CP.
- (3) If a customer creates orders for end customers or other third parties, this does not result in a separate contractual relationship between CP and the end customer concerned. Unless otherwise expressly agreed, CP will perform its services exclusively on behalf of the contractual customer. Accordingly, CO<sub>2</sub> Offset orders are invoiced exclusively between CP and the customer.

### **3. Performance and cooperation obligations**

- (1) The scope and nature of the services to be provided by CP are based on the signed offer in conjunction with the scope of work attached to such offer. Changes can only be made by mutual agreement; the written form requirement according to Section 1(6) applies in such cases.
- (2) CP's obligation to perform is subject to satisfaction of the customer's obligations to cooperate. The customer warrants to CP that data it supplies or enters is correct. CP is not able to verify the accuracy of any data provided to it. Any liability on the part of CP for results that arise from inaccurate data that has been provided or input is expressly excluded.
- (3) CP is entitled to subcontract with affiliated companies and subcontractors. The customer is not entitled to assign the contract to third parties.

### **4. Performance deadlines, default in performance and liability for default**

- (1) Performance dates stated in the contract are only approximate, unless they are expressly indicated as fixed and binding in the contract. In all cases, CP is in default only after a reminder from the customer, even if the time of performance is or can be determined according to the calendar.
- (2) Adherence to fixed delivery dates presupposes the agreed or, depending on the type of service, generally required timely cooperation and delivery of documents and information by the customer. If the preceding requirements are not satisfied in time, the term of delivery will be extended accordingly. The customer shall bear any additional costs

resulting from the fact that work must be repeated or is late owing to delay, incorrect or incomplete information, or deficient cooperation on the part of the customer.

## **5. Remuneration, taxes and liability for late payment**

- (1) The respective remuneration for supplies of goods and services by CP depends on the individual order. Unless otherwise agreed, all prices are ex works, CPI's registered office. All prices are quoted in euros and are subject to applicable value added tax. Any withholding taxes, import duties, levies and customs duties that may be levied for services provided by CP are to be borne by the customer. If the customer is legally obliged to deduct or withhold taxes from remuneration payable under these terms and conditions, such remuneration payable hereunder must be increased in such a way that, after all necessary deductions and/or withholdings have been made, CP will receive an amount corresponding to the amount that CP would have received without such deductions or withholdings.
- (2) Expenses and travel costs are not included in the remuneration and will be invoiced separately.
- (3) Unless otherwise agreed, technical support and advice will be invoiced separately.
- (4) Invoices are to be paid by bank transfer to an account indicated in the invoice. Invoices from CP are due for payment without deduction no later than 15 days after the invoice date. CP is entitled to apply payments to the oldest outstanding amounts due from the customer to CP.
- (5) Several CO<sub>2</sub> Offset orders are generally invoiced together on a monthly basis. CP reserves the right to deviate from this at its own discretion and to issue separate invoices in the event of very low (up to EUR 50) or very high order values. In any event, a statement of account will be prepared in December of each year at the latest.
- (6) Default interest at the statutory rate (Legislative Decree n. 231/2002) shall be charged on outstanding amounts if the customer is in default of payment.
- (7) Without prejudice to the provision set forth in Section 12(1), if, despite reminders, the customer is in default with regard to significant payment amounts, or if circumstances arise which noticeably affect the creditworthiness of the customer, e.g. application for the opening of composition or insolvency proceedings, CP is entitled to temporarily suspend any further services to which CP has committed itself, to declare all outstanding amounts due immediately and to provide further services only in exchange for advance payment or the provision of security.

## **6. Intellectual property**

- (1) All intellectual property rights to CP's goods and services are retained by CP. This applies, in particular, to software, know-how, written or electronic information material, marketing documents, logos, labels and media-related data products and all other value created by CP.
- (2) The customer's rights of use shall be governed exclusively by the respective agreement between the parties and in accordance with these General Terms and Conditions, and, in particular, with the Special Terms and Conditions provided for Offset Projects and Trademarks, and ClimatePartner Label Guide.
- (3) Copyright notices, serial numbers or other features intended to identify the software may not be removed or changed.

## **7. Software services and licences**

- (1) Unless otherwise agreed, CP will provide software, or software services as applicable, in the then-current release version from CP (hereinafter referred to collectively as: 'software') within the area over which CP has control (from the interface between the data centre and the internet) for use by the customer via the internet (Software as a Service or Cloud Service Model as applicable). The scope of services, the quality, the intended purpose and the conditions of use of the contractual services are set out in the respective service description available online. The customer has familiarised itself with the essential functional features of the software and bears the risk of whether this corresponds to its wishes and needs; if it has any doubts, it should seek the advice of CP or an informed third party prior to the conclusion of a contract.

Any additional supplies of goods and services, such as the development of customer-specific solutions or necessary modifications, require a separate contract. In particular, any integration of software into the systems and/or software environment of the customer, or direct integration into the customer's website for use by end users, shall only be performed if separately agreed in the respective individual order.

Establishing a functioning hardware and software environment for the contractual products – including consideration of the additional load adequately dimensioned by the contractual products and, for example, an adequate internet connection – is the responsibility of the customer.

CP does not guarantee uninterrupted availability of the software. In the event of interruptions to availability for reasons for which CP is responsible, CP will make every technically and economically reasonable effort to restore availability in a timely manner. The customer is not entitled to assert claims based on defects in the case of minor reductions in suitability of goods and services for their contractual purpose; deficient availability of the software of up to five full days per contract year are

deemed to be a minor defect in suitability. Strict liability of CP for defects that already existed at the time the agreement was concluded is excluded.

- (2) In the case of an individual order (Section 2), the customer may access the software via the internet during the term of the Agreement after activation or, if agreed, after full payment of all fees, and use the functionalities associated with the software in accordance with the Agreement by means of a browser or – if a service component – another suitable application (e.g. mobile 'app'). The software may only be used by the customer, or the agreed maximum number of users, and only for the purposes agreed in the contract. The customer is not granted any further rights, in particular to the software or any infrastructure services provided in the respective data centre. Any further use requires the prior written consent from CP.
- (3) In particular, the customer may not use the software beyond the agreed scope of use or permit its use by third parties or make it accessible to third parties. In particular, the customer is not permitted to reproduce, sell or temporarily transfer, rent or lend software or parts thereof. The Customer must not directly or indirectly attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms related to the software, for example by reverse engineering, decompiling and/or disassembling it. The customer must take suitable precautions against unauthorised access by third parties. In particular, access codes must be kept secret. Furthermore, the customer must refrain from any actions which unreasonably burden the stability of the infrastructure used by CP for the operation of the software, in particular the installation of automated call procedures and the execution of load tests, etc.
- (4) CP is entitled to take appropriate technical measures to protect against non-contractual use. Contractual use of the software may not be impaired to more than a minor extent as a result.
- (5) In the event that a user exceeds the scope of use in breach of the contract, or in the event of unauthorised third-party use, the customer must immediately provide CP, on request, all the information available to it to assert claims for use in breach of the contract.
- (6) CP may revoke the access authorisation of the customer and/or terminate the contract if the customer significantly exceeds the use permitted to it or violates rules intended to protect against unauthorised use. In this context, CP can interrupt or block access to the contractual services. CP must generally grant the customer a reasonable grace period to remedy the respective situation. Revocation of access authorisation by itself shall not be deemed termination of the contract. Withdrawal of the access

authorisation without notice can only be maintained by CP for a reasonable period of not more than three months.

- (7) CP's claim to payment for usage beyond the agreed term of use remains unaffected.
- (8) The customer has the right to regain access authorisation and access after it has proven that it has stopped use in violation of the agreement and prohibited future use in violation of the agreement.
- (9) In light of the fact that software made available by CP as Software-as-a-Service is subject to a dynamic development process, the customer is advised that new services may be added and existing services modified during the term of the contract. CP will inform the customer about updated versions and corresponding terms of use. Legitimate interests of the customer in using the service will be given due consideration.
- (10) For sake of clarity, the parties note that the customer is no longer entitled to use or access the software at the end of the contract.

## **8. General liability for compensation**

- (1) Except in cases of wilful misconduct and/or gross negligence, CP is not liable for damages or reimbursement of expenses, regardless of the legal basis, due to defects and breach of duties arising from the contractual obligation. This applies in particular, but without limitation, to claims for damages due to loss of turnover, loss of profits, loss of contracts, loss of revenues, minor profits and/or major financing costs, and any other economic direct or indirect consequential damage. CP is not liable for any loss of or damage to goodwill or reputation of the customer.
- (2) In any case, CP's liability under the contract, in respect of any event or series of related events, shall not exceed the fees paid by the customer during the 6 (six) months before the damage occurs.
- (3) To the extent that liability is excluded or limited under the terms of this Section 8, this shall also apply to the personal liability of CP's employees, representatives, executive bodies and vicarious agents.
- (4) Unless otherwise provided in writing in the contract, CP is only liable under the contract to the customer and, if applicable, to a third party specified by name in the contract. Liability to other third parties is excluded with the exception of liability in tort.

## **9. Liability for Offset Services**

Liability on the part of CP related to Offset services is governed by Sections 15–18.

## **10. Contract term and termination of the contract**

- (1) The term of the respective contract depends on the individual order. Unless otherwise specified in the individual order, the contract shall be automatically extended by the period of time specified in such individual order if the contract is not terminated in writing on four (4) weeks' notice to the end of the contract term. If a period of more than one year is provided for in the individual order, the contract shall be extended by one year in each case if the contract is not terminated in writing on four (4) weeks' notice to the end of the contract term.
- (2) Notice of termination must be provided in writing.
- (3) CP will, to the extent that the creation and provision of documents has been agreed in the individual order, supply them to the customer voluntarily no later than upon termination of the contract; in the case of extraordinary termination, in the respective state of completion.

## **11. Confidentiality and referring to the customer as a reference, inclusion in databases**

- (1) With regard to all internal technical and commercial information (e.g. prices, costs, etc.), including information exchanged or made available within the scope of using the services and/or within the scope of providing options for accessing services (hereinafter collectively referred to as 'Information'), the parties undertake to use such Information solely for the purposes described in, and in accordance with, the provisions of these General Terms and Conditions, however to keep such Information confidential for all other purposes and not to disclose such Information to third parties without the prior written consent of the other party.
- (2) The obligations set out above do not apply to such Information for which the receiving party proves that
  - (a) They were aware of it prior to receipt; or
  - (b) It was publicly available prior to receipt; or
  - (c) It was made available to the public following receipt at no fault of theirs; or
  - (d) It was made available to them by a third party at any point in time without being subject to a confidentiality obligation; or
  - (e) It had already been developed by the receiving party, whereby independent development must be verified in writing.
- (3) The preceding secrecy and non-disclosure obligations shall continue to apply after the termination of a contract.
- (4) The customer grants CP the revocable right to use activity and emission data obtained from the customer on the occasion of the use of services

in anonymised form even after the end of the contract, in particular to record such data in CP databases and to exploit such data commercially. The parties state expressly that CP's data protection obligations under these General Terms and Conditions remain unaffected.

- (5) Furthermore, the customer grants CP the right to include the customer in ClimatePartner's reference customer lists and to refer to the customer as a reference. For such purposes, the customer grants CP a simple licence to use the customer's company name and logo. The customer may revoke this right in relation to CP at any time with prospective effect.

## **12. Explicit Termination Clause**

- (1) The contract between CP and the customer shall be automatically terminated, pursuant to and for the purposes of art. 1456 cod. civ., at the sole discretion of CP and with the simple declaration of the latter to want to use this clause, in the following cases:
  - failure to pay by the customer of one or more invoices which have expired within the time limit set forth in Section 5(4);
  - misuse of the services and/or the software provided by CP;
  - wilful, fraudulent and/or seriously negligent conduct of the customer, as well as tampering of the labels supplied by CP;
  - infringement of the intellectual and industrial property rights of CP.
- (2) The non-application, even repeated, of this article or parts of it, does not imply a waiver of CP to its right to invoke it, but mere tolerance.

## **13. Data protection**

- (1) To the extent that CP has access to personal data of the customer, or from the customer's sphere of influence, CP will act exclusively as a processor and will process and use such data only for the purpose of performing the contract. CP will follow instructions of the customer for the handling of such data. The customer shall bear any adverse consequences on the performance of the contract related to such instructions. The customer will reach agreement with CP regarding CP's handling of customer data in accordance with applicable data protection laws and regulations.
- (2) The customer remains the controller both with regard to the general contractual relationship and for purposes of data protection laws and regulations. If the customer processes personal data in connection with the contract (including collection and use), it is responsible for ensuring that it is entitled to do so in accordance with the applicable provisions, in particular provisions of data protection law, and shall indemnify CP against claims by third parties in the event of a breach.



- (3) The following applies with regard to the relationship between CP and the customer: With regard to data subjects, the customer is responsible for the processing (including the collection and use) of personal data, unless CP is responsible for any claims asserted by data subjects due to a breach of duty for which it is responsible. The customer will assume responsibility for reviewing, processing and responding to any enquiries, requests and claims from data subjects. This also applies if a data subject asserts a claim against CP. CP will support the customer within the scope of its duties.
- (4) To the extent agreed otherwise, CP warrants that customer data will be stored exclusively within the territory of the European Union or in another state party to the Agreement on the European Economic Area.

#### **14. Final provisions**

- (1) The place of performance for all supplies of goods and services by CP is the location of CPI's registered office, unless expressly agreed otherwise in the respective individual order.
- (2) To the extent permitted by law, all communications between CP and the customer shall be by electronic means. CP reserves the right to choose a different form in individual cases, e.g. the written form.
- (3) Substantive Italian laws apply, to the exclusion of the UN Sales Convention with regard to all contractual relationships between CP and the customer.
- (4) The sole court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the location of CPI's registered office.
- (5) The invalidity of one or more provisions of this contract shall not affect the validity of the contract as a whole. The contracting parties undertake to replace any such ineffective contractual provisions with an effective provision that comes as close as possible to the economic purpose of the ineffective provision concerned. Until such time as such a provision has been agreed upon, the invalid provision shall be replaced by a provision which comes closest to the economic purpose of the invalid provision. The same applies in the case of a gap in the contract that needs to be filled. Ineffective provisions of these General Terms and Conditions are to be replaced by the applicable statutory provisions.
- (6) In the event of force majeure and/or unforeseeable circumstances, the Party who successfully invokes this clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform,

provided that the notice thereof is given without delay. The relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 150 days.

- (7) CP expressly reserves the right to amend the provisions of its general and special terms and conditions at any time and without need to indicate the grounds. CP will inform the customer of the change in the terms and conditions by e-mail on a timely basis prior to the effective date of the respective changes. The changes shall be deemed to have been accepted unless the customer objects to the modified conditions within six weeks. Otherwise, no variation will apply and the original Terms and Conditions will be maintained. When providing the notification e-mail, CP will inform the customer specifically about the six week period and the legal consequences of acceptance in the absence of objection.

## **II. Special Terms and Conditions – Offset**

The following provisions apply to the Offset service in addition to the provisions of Sections 1–14 of these General Terms and Conditions:

### **15. Subject matter of the contract for Offset services**

- (1) CP offers its clients via individual contract (Section 2) the offset of the customer's CO<sub>2</sub> emissions, or those of its end customers, the so-called CO<sub>2</sub> Offset ('Offset').

CO<sub>2</sub> certificates as referred to in these General Terms and Conditions are verifiable emission reductions from verified climate protection projects within the scope of voluntary emissions trading (Voluntary Markets).

- (2) The prerequisite for CP to accept the individual order is that the customer has ordered a minimum quantity of 1 kg of CO<sub>2</sub>/order. In the event that this minimum quantity is not reached, CP reserves the right to round up the ordered quantity to the minimum quantity in order to be able to technically depict and thus perform the Offset.

### **16. Contract performance**

- (1) The CP CO<sub>2</sub> Offset service is performed by means of selection, purchase, accounting and contractual decommissioning of CO<sub>2</sub> certificates from recognised climate protection projects for the customer. CP will ensure that a sufficient quota of suitable emission certificates is available for contractually agreed CO<sub>2</sub> Offset. Unless the customer has provided more detailed specifications for the selection of CO<sub>2</sub> certificates, CP will make the selection at its own discretion.
- (2) Emission reduction credits issued are valuable within the context of emission rights trading. In order to ensure that each certificate is only used once, it is retired by CP. If the certificate is retired, no further transfers of the certificate concerned are possible. CP retires certificates at periodic intervals. The quantity sold from the respective project is retired on a collective basis on the respective cut-off date.
- (3) The customer has no claim to the personal receipt of CO<sub>2</sub> certificates or to the purchase or any other specific use of certain emission reduction certificates. Under this contract, the customer only receives confirmation of retirement as an Offset for the contractually agreed amount of CO<sub>2</sub>.
- (4) The CO<sub>2</sub> certificates are received, managed and retired by CP in a recognised register. This formally verifies the greenhouse gas reduction and effect of the Offset.

- (5) CP does not guarantee that CO<sub>2</sub> emission certificates will be permanently available from a specific climate protection project (Availability Obligation), unless a fixed number of emission certificates to be retired for a specific climate protection project has been contractually agreed and the customer has expressly declared that it will only perform an Offset based on the selected climate protection project.
- (6) In all other cases in which the selected CO<sub>2</sub> emission certificates cannot be delivered, CP reserves the right to carry out CO<sub>2</sub> Offset by retiring comparable, equivalent or higher-value CO<sub>2</sub> certificates. This may particularly relate to climate protection projects whose development phase or verification takes longer than expected and therefore cannot be used for timely Offset.
- (7) CO<sub>2</sub> emission certificates included in the Offset order will only be finally retired after full payment has been made.

## **17. Liability on the part of CP for climate protection projects**

- (1) The CO<sub>2</sub> savings realised via climate protection projects comprise a third-party service provided by the respective operator of the relevant climate protection project, for which CP assumes no liability of its own. Third-party services are services which are not part of CP's own services to be provided by CP itself or by its vicarious agents, but rather services whose fulfilment is dependent on third parties and on whose execution CP has no direct influence of its own.
- (2) With regard to such third-party services, CP's liability is limited to the prudent selection of third-party services and the performance of contracts with third-party providers (purchase and retirement of emission certificates). For this purpose, CP will conclude appropriate contracts with the project operators.  
Although CP only selects projects whose operators are considered trustworthy and who are contractually obliged to comply with fixed standards (e.g. the 'Gold Standard'; Verified Carbon Standard; Climate, Community and Biodiversity Standard'), a specific result in the reduction of emissions, or a specifically verifiable amount of greenhouse gas emissions saved, cannot be guaranteed by CP. Should it become apparent that a project is not able to reduce CO<sub>2</sub> emissions as agreed, CP will discontinue the use of this project for CO<sub>2</sub> Offsets, but rather will use certificates from another suitable climate protection project.
- (3) CP carefully examines the projects used for CO<sub>2</sub> Offset on the basis of information and documents provided by the project operators and certification organisations or verification bodies. CP is not liable for the accuracy of such information made available to it by the certification organisation or the project operators, nor is it liable for the information

in brochures regarding the emissions caused and the emission reductions realised or other project information. Furthermore, CP is not liable for the accuracy and completeness of the review of projects by independent verification bodies.

## **18. Liability on the part of the customer**

- (1) The customer warrants to CP that data it supplies or enters is correct. CP is not able to verify the accuracy of any data provided to it. Any liability on the part of CP for results that arise from inaccurate data that has been provided or input is expressly excluded.
- (2) The customer may only label those orders that are climate-neutral as such. If CP ascertains that the volume of climate-neutral labelled products or services is greater than the order volume stored in the calculation software, CP is entitled to invoice the customer for certificates to the corresponding extent. CP is authorised to estimate the quantity of emission rights in good faith in the event of a lack of cooperation on the part of the company. For damages incurred by CP as a result of a culpable breach of its obligations by the customer, e.g. from improper use of labelling, CP additionally reserves the right to assert claims for damages.

### **III. Trademark licence agreement**

#### **19. Grant of trademark usage rights for CP trademarks**

- (1) To the extent agreed in the individual order, CP will provide the client with CP labels (e.g. the CP logo/signet and/or the CP labels/badges) with CP's protected trademarks for its cooperation with CP and/or for contractual CO<sub>2</sub> Offset orders in accordance with the currently valid guidelines for the use of CP labels for customers, in particular on the basis of the current ClimatePartner Label Guide available online, at the time of the first use of the relevant software licensed by CP. The right of use is granted to the customer in relation to the respective CP label(s), and the specifically licensed use, for its advertising and external communication in relation to the collaboration with CP and the associated services in the field of climate protection.
- (2) Within the framework of the applicable terms of use, and within the scope of use agreed in each case, the customer is thus entitled to affix the specifically licensed CP marks to the respective licensed products or product groups and batches and their packaging, to market the products so marked and thus to advertise them accordingly. This applies likewise with regard to the respective licensed company or group of companies. CP labels may only be used in the specifically licensed form and specified graphic and colour design and in accordance with the current ClimatePartner Label Guide. Use of the CP label is subject in particular to the detailed requirements for the specification of the applicable tracking ID within the label.
- (3) The customer is granted a simple, non-transferable right of use for the CP trademark, which is limited in time to the term of the contract and is subject to territorial and content limitations set up in the ClimatePartner Label Guide. The licence is limited to the goods and services and territories specified for the respective individual order. Modification of the CP trademarks, or combination with other marks and character elements, is prohibited. Any graphic or other alterations and editing is only permitted with the written permission of CP.
- (4) No transfer of rights, or grant of sub-licences by the customer (including to affiliated companies), is permitted and requires the prior approval of CP. The licence itself may likewise not be transferred to another product, another company or any other third parties. In particular, no electronic image copies or copies in any other form may be given to third parties or used for non-certified products, company divisions or subsidiaries.
- (5) The use of the climate-neutral label ('climate-neutral') is tied to a specific purpose. They may only be used if the customer has performed the CO<sub>2</sub> Offset by CP, in the agreed quantity, within the agreed period and for the

agreed quantity of products, goods or otherwise climate-neutral services, companies or company divisions.

The offset of emissions, and climate neutrality realised as a result, is rendered verifiable for the customer by means of a tracking system and use of ID numbers assigned to the customer. The CP label 'climate-neutral' contains this tracking ID, which may also be used by the customer's customers and other third parties to verify the Offset. The CP label must therefore be used in accordance with the CP Label Guide, stating this ID number.

Without prejudice to the provision set forth in Section 12(1), the licence expires automatically in the event of non-payment of the Offset order by the customer despite a reminder by CP and unsuccessful expiry of the deadline (occurrence of the condition precedent).

Misleading labelling, e.g. labelling a product or group or batch of products with a false label, or with a label suggesting an offset that goes beyond the actual order, is not permitted. The label may therefore not be applied or used if the product or the product group or batch, the service in question or the company, has not been made climate-neutral or has been made insufficiently climate-neutral. In such cases as well, the licence expires with the consequence that continued use is unlawful.

- (6) The customer is obliged to use the CP trademarks and to document use in factual, quantitative and objective form, broken down according to the respective types of use, and to provide evidence to CP once a year without being asked. CP will provide a corresponding form on request for such purposes.
- (7) At the end of the contract, the licence granted expires automatically and the customer may then no longer use the respective CP trademarks. If, at the end of the contract, there are still residual stocks of already printed materials, in particular appropriately marked product packaging or advertising materials, the customer is granted a period of use not to exceed three (3) months after the end of the contract. However, this period of use only applies to the extent and as long as the customer's business or the respective product, product group or batch is still climate-neutral. The customer must provide the relevant evidence of this at CP's request without undue delay. In the case of all companies and products which can no longer be deemed climate-neutral according to CP's guidelines, the customer must remove all CP trademarks immediately from all packaging and with regard to all company public-facing profiles or company and advertising documents and immediately cease any further use beyond this for sales and advertising purposes.

## **20. Warranty and defence of trademarks**

- (1) CP warrants that it is the proprietor of the trademarks described in detail in the CP Label Guide.

- (2) Nevertheless, CP does not guarantee the legal validity, non-contestability or marketability of the trademarks. CP does not guarantee that use of the logos and trademarks will not infringe any third-party rights.
- (3) The customer will inform CP immediately of all trademarks used within the territorial scope of the licence – which could be confused with CP’s trademarks – and of all infringements of these CP trademarks. CP will decide, at its own discretion, regarding the defence of its signets, labels and trademarks against attacks from third parties.  
CP will support the customer by providing information to the best of its ability in the defence against any claims asserted.  
The customer undertakes to entrust CP with the defence of the rights and CP labels in full upon request and to grant CP any powers of attorney required for this purpose. CP will coordinate any out-of-court statements, legal steps and settlement negotiations in connection with the CP trademarks used in advance.
- (4) The contracting parties shall each bear one-half of the costs incurred for an out-of-court or legal action agreed in advance. The above paragraphs 1–3 of Section 20 of this contract shall apply accordingly in the event of attacks by third parties against the trademarks.
- (5) Even in the event of attacks by third parties against the CP trademarks, the obligation of the customer to pay the agreed usage fees remains in effect as long as it remains possible for the customer to use the CP trademarks. In such cases, the customer is likewise not entitled to a refund of usage fees already paid.

## **21. Legal consequences of unlawful use**

In the event of a breach of the terms of use, CP is entitled to revoke permission to use the service and to terminate the licence.

Notwithstanding this right to terminate the licence without notice and other rights to which CP is entitled in the event of a breach of the terms of use, CP may assert rights arising from its trademark if the customer breaches the following provisions, contained in these General Terms and Conditions and/or in the CP Label Guide:

- Useful life of the CP trademarks, in particular the CP labels/badges and/or CP logos/signets;
- The form covered by the registration in which the trademarks may be used;
- The type of the goods or services for which the licence is granted;
- The territory in which the trademarks may be used;
- Conformity of the goods manufactured or services provided by the customer using the trademark, in particular as regards compliance with the requirements for achieving climate neutrality.



This is without prejudice to additional rights in relation to the customer arising from the violation of contractual provisions and laws or regulations resulting from the unauthorised use of the trademark, in particular for injunction, information and compensation.