



Template to implement obligations according to the OEKO-TEX® Terms of Use

Clause concerned: OEKO-TEX® Terms of Use, Section 12.2

Issuing department: OEKO-TEX® LEGAL

Approved by OEKO-TEX® Management

Suggestion for the contractual clause with third parties according to section 12.2 OEKO-TEX® Terms of Use (1st sentence):

OEKO-TEX® Labelling Requirements

The OTHER PARTY acknowledges and agrees that any use of the OEKO-TEX® trademarks shall be subject to the applicable OEKO-TEX® Labelling Guide (available under: <https://www.oeko-tex.com/en/labelling-guide/>), all other regulations governing the use of the OEKO-TEX® trademarks, and the applicable OEKO-TEX® Terms of Use ("TOU"), each as amended from time to time.

The OTHER PARTY shall comply with the OEKO-TEX® Labelling Guide, all other applicable regulations relating to the use of the OEKO-TEX® trademarks, and the TOU in connection with any use of the OEKO-TEX® trademarks. In the event the OTHER PARTY fails to comply with any such requirements, the OTHER PARTY shall, upon notice from the COMPANY NAME OF THE CUSTOMER (certificate holder), promptly remedy the non-compliance and take all necessary measures to ensure ongoing compliance.

Optional:

The OTHER PARTY agrees to pay damages of EUR ... for every single case of non-compliance of this clause. Ongoing non-compliance constitutes an important reason to immediately terminate the contract.



Suggestion for the Pass-on Clause according to section 12.2 OEKO-TEX® Terms of Use (3rd sentence):

Pass-On Obligation

The OTHER PARTY shall ensure that each of its contract partners, including without limitation distributors, resellers, retailers, subcontractors and any other third parties to whom it supplies or otherwise makes available goods certified by the COMPANY NAME OF THE C (certificate holder) under the OEKO-TEX® certification system, is contractually bound to comply with the applicable OEKO-TEX® Labelling Guide (available under: <https://www.oeko-tex.com/en/labelling-guide/>), all other applicable regulations governing the use of the OEKO-TEX® trademarks, and the applicable OEKO-TEX® Terms of Use ("TOU").

The OTHER PARTY shall include in each such agreement a provision requiring its respective contract partner to impose equivalent obligations on its own contract partners to whom such certified goods are supplied or otherwise made available. This obligation shall apply on a continuous and cascading basis throughout the supply and distribution chain to the extent that certified goods of the COMPANY NAME OF THE C (certificate holder) are further distributed or sold.

The OTHER PARTY shall use appropriate contractual measures to ensure that all downstream contract partners that market, distribute, sell or otherwise use certified goods of the COMPANY NAME OF THE CUSTOMER (certificate holder) are contractually bound to comply with the OEKO-TEX® Labelling Guide, the applicable regulations governing the use of the OEKO-TEX® trademarks, and the TOU. The parties acknowledge that such cascading obligation is intended to ensure compliance throughout the supply chain, including by downstream entities that are not in a direct contractual relationship with the COMPANY NAME OF THE CUSTOMER (certificate holder), and to support compliance with applicable legal requirements, including Directive (EU) 2024/825 on empowering consumers for the green transition through better protection against unfair practices and through better information.