Terms of Use

1 ToU Applicability and Legal Qualification

1.1	The OEKO-TEX® CERTIFICATION SYSTEM offers companies various certifications and services to have their products tested by independent and approved OEKO-TEX® INSTITUTES and to optimise their production conditions and supply chain with a view to greater sustainability.
1.2	OEKO-TEX® INSTITUTES offer OEKO-TEX® SERVICES, including testing of product samples, COMPANY VISITS of production sites and/or traders, and certification in accordance with the OEKO-TEX® STANDARDS. Depending on the applicable OEKO-TEX® STANDARD, the OEKO-TEX® INSTITUTE issues an OEKO-TEX® CERTIFICATE authorising the use of the OEKO-TEX® LABEL, grants a license to use the OEKO-TEX® LABEL (in the case of OEKO-TEX® MADE IN GREEN) and/or provides a REPORT.
1.3	**These ToU govern the legal relationship between the OEKO-TEX® Certification System and its customers**, in particular with regard to the conditions for the issuing and use of OEKO-TEX® CERTIFICATES and licenses and, respectively, the authorisation to use the OEKO-TEX® LABEL.
1.4	OEKO-TEX® publishes these ToU, which are applicable for all for all OEKO-TEX® STANDARDS, • to ensure uniform issuing and use of the various OEKO-TEX® TRADEMARKS; and • to inform interested THIRD PARTIES (companies, consumers, sales platforms, associations, media, etc.) about the conditions under which the OEKO-TEX® TRADEMARKS are made available to the public and what constitutes allowed use of the OEKO-TEX® TRADEMARKS.
1.5	**These ToU become legally binding with the acceptance of these ToU via OEKO-TEX® Connect or upon acceptance of these ToU via submission of the Application by the customer to OEKO-TEX® or an OEKO-TEX® Institute or pursuant to paragraph 20.1 of these ToU.**

2 Definitions

The terms used in these ToU are as follows:

ACP	Active Chemical Products are modified polymers, preparations and chemical substances used in the textile industry which are incorporated into fibres or added at a later stage of production in order to impart special characteristics in the field of biological or flame retardant activities.
APPLICATION	Is the document made available by OEKO-TEX® to guarantee harmonized application by the CUSTOMER for the provision of OEKO-TEX® SERVICES.
AUDIT REPORT	is a report that provides information on whether a company fulfils the on-site criteria of an OEKO-TEX® STANDARD.
CERTIFICATION AGREEMENT	Is the agreement between the OEKO-TEX® INSTITUTE and the APPLICANT concerning OEKO-TEX® SERVICES. The Certification Agreement must at a minimum contain: • these OEKO-TEX® TERMS OF USE (ToU); • the applicable OEKO-TEX® STANDARD and further documents applicable to the OEKO-TEX® STAND-ARD; • the APPLICATION of the CUSTOMER; • the offer issued by the OEKO-TEX® INSTITUTE based on the APPLICATION of the customer; • the OEKO-TEX® INSTITUTE General Terms and Condi-tions, if available; • the declaration of conformity by the customer, if ap-plicable according to the relevant OEKO-TEX® STANDARD. If the CERTIFICATION AGREEMENT is incomplete, no contract regarding OEKO-TEX® SERVICES is possible.

COMPANY VISIT	A COMPANY VISIT can be an on-site visit, audit, remote visit, spot-visit, etc., as defined in the applicable OEKO-TEX® STANDARD.
CUSTOMER	Any THIRD PARTY applying and eligible for OEKO-TEX® SERVICES.
OEKO-TEX®	is the company OEKO-TEX AG based in Zurich, Switzerland, which is entitled to grant rights of use to the OEKO-TEX® TRADEMARK and the OEKO-TEX® LABEL via licenses.
OEKO-TEX® CERTIFICATION SYSTEM	refers to OEKO-TEX® and all OEKO-TEX® INSTITUTES.
OEKO-TEX® CERTIFICATE(S)	The certificates issued by the OEKO-TEX® INSTITUTES under the CERTIFICATION AGREEMENTS. OEKO-TEX® CERTIFICATE(S) are the confirmation of compliance with the criteria prescribed by an OEKO-TEX® STANDARD and entitles the holder to use the OEKO-TEX® LABEL.
OEKO-TEX® CODE OF CONDUCT	is the OEKO-TEX® CODE OF CONDUCT available on the OEKO-TEX® homepage.
OEKO-TEX® CONNECT	is the self-service portal provided by OEKO-TEX, which allows a customer to access the self-service features such as label editor and other services.
OEKO-TEX® INSTITUTES	are institutes with which OEKO-TEX® has concluded ACCREDITATION AGREEMENTS. OEKO-TEX® INSTITUTES are conformity assessment bodies of the OEKO-TEX® CERTIFICATION SYSTEM, that are authorized to issue OEKO-TEX® CERTIFICATES.
OEKO-TEX® LABEL	is a physical or digital label that is based on one or more OEKO-TEX® CERTIFICATES and that has various components, including the OEKO-TEX® TRADEMARK(S), the corresponding OEKO-TEX® STANDARD, the Certificate and/or label number, the OEKO-TEX® INSTITUTE, and OEKO-TEX® website and/or QR-Code.
OEKO-TEX® LABEL-CHECK	Platform to check the validity of a certificate via the OEKO-TEX® Label, as well as other certificate information, like certificate scope, certificate owner, validity date, etc. Available under: https://www.oeko-tex.com/en/label-check/.

OEKO-TEX® LABELLING GUIDE	The OEKO-TEX® LABELLING GUIDE covers rules and guidelines that govern the use of the OEKO-TEX® TRADEMARK and OEKO-TEX® LABELS. The OEKO-TEX® Labelling Guide is accessible on the OEKO-TEX® homepage: https://www.oeko-tex.com/en/labelling-guide/.
OEKO-TEX® SERVICES	Testing services and services for production facilities and products offered to companies on the basis of the OEKO-TEX® STANDARDS, including, but not limited to, whether products contain harmful substances and whether legal requirements are respected with regard to such substances, and in relation to sustainable production conditions, including the conduct of Company Visits, as well as the issuance of OEKO-TEX® CERTIFICATES.
OEKO-TEX® STANDARDS	are technical criteria and manufacturing conditions for products and companies issued by OEKO-TEX®. All OEKO-TEX® STANDARDS are available here: https://www.oeko-tex.com/en/our-standards/.
OEKO-TEX® TRADEMARKS	includes the trademark "OEKO-TEX®" and OEKO-TEX® Product Trademarks for each OEKO-TEX® Standard. OEKO-TEX® is the umbrella trademark under which all product trademarks are managed. OEKO-TEX® TRADEMARKS are internationally protected in various jurisdictions.
ON-SITE VISIT REPORT	is a report that provides information on whether a company fulfils the criteria of an OEKO-TEX® Standard, but is not an audit.
REGULATIONS GOVERNING THE OEKO-TEX® TRADEMARK(S)	OEKO-TEX® has registered OEKO-TEX® TRADEMARKS in various jurisdictions worldwide. Regulations Governing the OEKO-TEX® certification marks must be complied with when using OEKO-TEX® certification marks. This is especially important for THIRD PARTIES selling certified goods of CUSTOMERS.
REMOTE VISIT REPORT	is a report on the performance of a company in accordance with a particular OEKO-TEX® Standard, which is done re-motely.
REPORT	REPORT can be TEST REPORT, AUDIT REPORT, REMOTE VISIT REPORT or ON-SITE VISIT REPORT.
TEST REPORT	is a report that indicates whether a product meets the criteria of an OEKO-TEX® Standard. This includes product control reports and test reports within the certification process.

THIRD PARTIES	anyone that is not the OEKO-TEX® CERTIFICATION SYSTEM.
ToU	the present Terms of Use.

3 Scope

3.1	These ToU apply to all OEKO-TEX® STANDARDS and the respective OEKO-TEX® TRADEMARKS. A current list of OEKO-TEX® STANDARDS can be found on the website www.oeko-tex.com.
3.2	These ToU govern the legal relationship between the CUSTOMER and OEKO-TEX®. They become an integral part of the CERTIFICATION AGREEMENT between the CUSTOMER and the OEKO-TEX® INSTITUTE, which provides the legal basis for the provision of OEKO-TEX® SERVICES.

4 Initiation of Testing Procedure

4.1	The CUSTOMER may submit an APPLICATION for the provision of OEKO-TEX® SERVICES or licensing, or for the preparation of a REPORT to an OEKO-TEX® INSTITUTE or to OEKO-TEX®. The APPLICATION can be filled out online (www.oeko-tex.com) or in writing. By submitting the signed APPLICATION, the customer confirms the accuracy of the information submitted.
4.2	In the case of APPLICATIONS submitted directly to OEKO-TEX®, OEKO-TEX® shall arrange for an authorized OEKO-TEX® INSTITUTE for the customer. The OEKO-TEX® INSTITUTE is obligated to conclude a CERTIFICATION AGREEMENT with the customer for the provision of OEKO-TEX® SERVICES.
4.3	The OEKO-TEX® INSTITUTE dealing with the APPLICATION, checks the APPLICATION for completeness and - as far as possible - for correctness of the information provided. It may request further information and documents, if relevant.
4.4	Testing and/or COMPANY VISITS shall be carried out in accordance with these ToU, the applicable OEKO-TEX® STANDARDS and the CERTIFICATION AGREEMENT concluded with the OEKO-TEX® INSTITUTE.

5 Conditions of Testing, Company Visits, Certification, Licencing

5.1	The conditions and criteria (e.g. limit values, etc.) of the corresponding OEKO-TEX® STANDARD at the time of submission of the APPLICATION are decisive for the provision of OEKO-TEX® SERVICES and/or licencing. Deviating regulations in the applicable OEKO-TEX® STANDARD remain reserved, including any amendments to the applicable OEKO-TEX® STANDARD occurring between the date of APPLICATION submission and the date of certification. Compliance with the specific OEKO-TEX® STANDARD is checked on the basis of tests and COMPANY VISITS carried out by an approved OEKO-TEX® INSTITUTE and/or by OEKO-TEX®. If the conditions and criteria are met, the OEKO-TEX® INSTITUTE can, depending on the OEKO-TEX® STANDARD, issue an OEKO-TEX® CERTIFICATE, a license or a REPORT to the CUSTOMER. The OEKO-TEX® CERTIFICATE and the license entitle the customer to use the corresponding OEKO-TEX® LABEL for the period of validity of the OEKO-TEX® CERTIFICATE or license in accordance with these TOU, the OEKO-TEX® LABELLING GUIDE, the applicable REGULATIONS GOVERNING THE OEKO-TEX® TRADEMARKS and/or the license agreement. The REPORT can be used by the customer as proof that certain requirements have been met, e.g. in his advertising or for other purposes.
5.2	The CUSTOMER (applicant) must at all times comply with the conditions and criteria laid down in the relevant OEKO-TEX® STANDARD.
5.3	If the CUSTOMER does not comply with the conditions or criteria specified in the relevant OEKO-TEX® STANDARD, the OEKO-TEX® CERTIFICATION SYSTEM reserves the right to terminate the contractual relationship with the customer, withdraw the relevant OEKO-TEX® CERTIFICATES and licenses and block access to OEKO-TEX® CONNECT.

6 Declaration of Conformity, Code of Conduct, Company Visit

6.1 Declaration of Conformity

6.1.1	If an OEKO-TEX® STANDARD requires a declaration of conformity in addition to the APPLICATION, this must be declared using the form provided by OEKO-TEX® and submitted to the responsible OEKO-TEX® INSTITUTE.
6.1.2	By submitting a declaration of conformity, the CUSTOMER (applicant) is obligated to up-hold the test results of the test sample for all certified products. If a discrepancy is found be-tween a subsequently tested product sample and the test sample which results in non-compli-ance with the criteria of the relevant standard, the OEKO-TEX® CERTIFICATION SYSTEM may withdraw the OEKO-TEX® CERTIFICATE and the authorisation to use the corresponding OEKO-TEX® TRADEMARKS or the OEKO-TEX® LABEL with immediate effect in accordance with section 7.5.
6.1.3	The CUSTOMER is obligated to notify the responsible OEKO-TEX® INSTITUTE without de-lay if changes occur to the materials and their mixtures, technical processes, formulations or supply relationships. If this obligation is disregarded, OEKO-TEX® may withdraw the CUSTOM-ER'S OEKO-TEX® CERTIFICATE or License and the associated authorisation to use the corre-sponding OEKO-TEX® TRADEMARKS or the corresponding OEKO-TEX® LABEL with immediate effect in accordance with section 7.5.
6.1.4	OEKO-TEX® and/or the responsible OEKO-TEX® INSTITUTE may require the customer to submit a new declaration of conformity at any time.
6.1.5	The CUSTOMER shall explain to OEKO-TEX® and the responsible OEKO-TEX® INSTITUTE what precautions (e.g. quality assurance system) they have taken to ensure the conformity of the respective certified product or plant with the required conditions and criteria for the duration of the OEKO-TEX® CERTIFICATE or license or REPORT. With his declaration of conformity, the CUSTOMER confirms that he is in a position to permanently ensure the implementation of the precautions taken.

6.2 Code of Conduct

By submitting his application for examination, the customer agrees to adhere to the OEKO-TEX® CODE OF CONDUCT. The customer thus undertakes to comply with the principles laid down in the OEKO-TEX® CODE OF CONDUCT. Serious violations will ultimately lead to the with-drawal of the certificate.

6.3 Company Visit

6.3.1	If an OEKO-TEX® STANDARD requires announced or unannounced COMPANY VISITS, the OEKO-TEX® INSTITUTE must check the production processes and quality assurance measures according to the applicable OEKO-TEX® STANDARD. The costs of the COMPANY VISIT will be charged to the customer. Every customer is checked in this manner at least every three years. Deviations in the respective OEKO-TEX® STANDARD document are reserved.
6.3.2	The customer accepts that authorized staff performing the COMPANY VISIT of the OEKO-TEX® INSTITUTES or OEKO-TEX® may visit their premises with regard to an ongoing certification or licencing process to conduct a COMPANY VISIT in accordance with the requirements of the COMPANY VISIT protocol of the respective OEKO-TEX® STANDARD. The same applies to recurring COMPANY VISITS pursuant to Section 6.3.1.
6.3.3	Insofar as COMPANY VISITS are intended for certification, the customer agrees that during the certification process and during the validity period of the corresponding OEKO-TEX® CERTIFICATE **one or more authorized staff of an OEKO-TEX® INSTITUTE as well as representatives of the OEKO-TEX® may visit all relevant operations of the client on working days during normal operating hours at any time as announced** (i.e. with prior written notice) **or unannounced to perform the COMPANY VISIT.** The customer supports the COMPANY VISITS and grants the authorized staff performing the COMPANY VISIT access to all the areas they require. They ensure that the authorized staff performing the COMPANY VISIT have access to all the information they need. If the CUSTOMER does not comply with his obligation to cooperate, the issuing of the OEKO-TEX® CERTIFICATE or the license can be refused or an already issued OEKO-TEX® CERTIFICATE or license can be withdrawn.
6.3.4	During the COMPANY VISIT, the authorized staff performing the COMPANY VISIT is allowed to take photographs exclusively for documentation purposes. This includes in particular, but not exclusively, all areas relating to environmental protection, occupational safety, social working conditions and preventive measures as well as documentation and traceability. The pictures taken are used exclusively for the internal documentation of OEKO-TEX® or the OEKO-TEX® INSTITUTE. Trade secrets are protected. During the COMPANY VISIT, the authorized staff performing the COMPANY VISIT are allowed to conduct interviews with workers. These conversations should take place in a private room without cameras, microphones and other employees of the company being present. The workers to be interviewed are selected exclusively by the authorized staff performing the COMPANY VISIT. Furthermore, the authorized staff performing the COMPANY VISIT is permitted to take random samples (e.g. material or wastewater samples) or to request their examination.
6.3.5	If access for a COMPANY VISIT is denied, a repeat COMPANY VISIT will be invoiced. In the event of persistent refusal to grant access, the OEKO-TEX® CERTIFICATE or license and thus the authorisation to label goods or a production site with certain OEKO-TEX® LABELS may be refused or withdrawn with immediate effect.

6.3.6	If, in the course of an announced or unannounced COMPANY VISIT, it is found that the criteria of the applicable standard are not met, OEKO-TEX® may refuse to issue an OEKO-TEX® CERTIFICATE or a license, or may withdraw the OEKO-TEX® CERTIFICATE or the license and the associated right to use the OEKO-TEX® LABEL in accordance with Section 7.5 with immediate effect.

7 Certificate, License, Report

7.1 Issuing Procedures and Properties of Certificates, Licenses and Reports

7.1.1	The OEKO-TEX® INSTITUTE checks whether the criteria and conditions for the respective OEKO-TEX® STANDARD are met. Depending on the applicable standard, it documents its findings in a REPORT.
7.1.2	The issue of an OEKO-TEX® CERTIFICATE requires a REPORT and a COMPANY VISIT, as specified in the applicable OEKO-TEX® STANDARD. A license may be issued on the basis of certified products and/or operations.
7.1.3	An OEKO-TEX® CERTIFICATE entitles the customer to use the OEKO-TEX® LABEL for the certified product or operation for the duration of its validity. It certifies that the criteria and conditions specified in the relevant OEKO-TEX® STANDARD have been determined to have been fulfilled within the framework of a product validation, laboratory test and/or an operational COMPANY VISIT. Each OEKO-TEX® CERTIFICATE is assigned a number upon initial issuance that does not change if the OEKO-TEX® CERTIFICATE is seamlessly renewed. This number is shown on the OEKO-TEX® LABEL. If a Certificate is not seamlessly renewed, even when changing the issuing OEKO-TEX® INSTITUTE, the CUSTOMER has no right to be able to continue the number assigned when the OEKO-TEX® CERTIFICATE was first issued. If an OEKO-TEX® LABEL is used, the CUSTOMER must comply with the current OEKO-TEX® LABELLING GUIDE, the REGULATIONS GOVERNING THE OEKO-TEX® TRADEMARKS and the current ToU.
7.1.4	A license is the non-exclusive authorisation contractually granted to the CUSTOMER by OEKO-TEX® as the trademark owner to use the OEKO-TEX® LABEL as intended in accordance with the applicable OEKO-TEX® STANDARD for the product or operation, limited to the duration and dependent on the validity of the OEKO-TEX® CERTIFICATE, taking into account the provisions of the OEKO-TEX® STANDARD applicable in each case, these ToU and any separate contractual agreements. The CUSTOMER is entitled to grant sublicenses to any THIRD PARTIES to use the OEKO-TEX® LABEL which was issued based on the OEKO-TEX® CERTIFICATE of the CUSTOMER for the products in scope of the OEKO-TEX® CERTIFICATE, provided that the CUSTOMER contractually binds that THIRD PARTY to the OEKO-TEX® LABELLING GUIDE.

7.2 Goods

7.2.1	For products, the validity period of an OEKO-TEX® CERTIFICATE or license is a maximum of 12 calendar months from the date of issuance of the OEKO-TEX® CERTIFICATE or license.
7.2.2	If the conditions or criteria of an OEKO-TEX® STANDARD change, the validity of the OEKO-TEX® CERTIFICATE or license shall remain valid until their expiry. An OEKO-TEX® CERTIFICATE always refers to the conditions and criteria applicable at the time the OEKO-TEX® CERTIFICATE is issued or to those referred to in the REPORT on which the OEKO-TEX® CERTIFICATE is based. By applying for a renewal of an OEKO-TEX® CERTIFICATE or license, the customer accepts any updated conditions and criteria of the respective OEKO-TEX® STANDARD.

7.3 Production Sites

7.3.1	The period of validity of an OEKO-TEX® CERTIFICATE for a production site is limited to a maximum of 36 calendar months from its issue date.
7.3.2	If the conditions or criteria of an OEKO-TEX® STANDARD for the certification of a pro-duction site change during the term of the OEKO-TEX® CERTIFICATE, the new conditions and criteria shall apply to COMPANY VISITS. With their consent to a COMPANY VISIT, the customer (applicant) acknowledges the current conditions and criteria.
7.3.3	Reports are valid for the reference date specified therein.

7.4 Renewal

7.4.1	Upon expiration of an OEKO-TEX® CERTIFICATE or license, the CUSTOMER is entitled to request a renewal. An application for renewal shall be subject to the rules and conditions set out in section 4 of these TOU. The OEKO-TEX® certificate number shall be retained subject to section 7.1.3 of these ToU.
7.4.2	Reports cannot be renewed but must be applied for again. They always receive a new number.

7.5 Withdrawal and Misuse of Certificates and Licenses

7.5.1	An OEKO-TEX® CERTIFICATE that has expired or has been withdrawn by OEKO-TEX® or a license that has expired, been cancelled or withdrawn may no longer be used and be referred to. Upon termination, withdrawal or expiry of an OEKO-TEX® CERTIFICATE or license, all rights of use relating to the associated OEKO-TEX® TRADEMARKS or OEKO-TEX® LABEL shall become invalid. In the case of expiry of an OEKO-TEX® CERTIFICATE or license, exceptions can be made for products that have been produced during the validity of the certificate. The CUSTOMER must be able to demonstrate the validity of the OEKO-TEX® CERTIFICATE on the date of production for such an exception to be granted.
7.5.2	Withdrawal shall be communicated by written notice to the address indicated in the APPLICATION. OEKO-TEX® is entitled to publish the withdrawal of OEKO-TEX® CERTIFICATES and licenses on the OEKO-TEX® homepage. CUSTOMERS holding OEKO-TEX® CERTIFICATES which are based on the withdrawn OEKO-TEX® CERTIFICATE, as well as other interested THIRD PARTIES such as retail outlets can be notified about the withdrawal of the OEKO-TEX® CERTIFICATE.
7.5.3	An OEKO-TEX® CERTIFICATE or license shall be withdrawn by OEKO-TEX® if it is established that the information provided by the CUSTOMER is or was incorrect, or if a change in the technical or production-related criteria applicable is not immediately reported to OEKO-TEX® and/or the responsible OEKO-TEX® INSTITUTE. An OEKO-TEX® CERTIFICATE or license is also withdrawn if the certified goods or sites no longer meet the conditions and criteria of the relevant OEKO-TEX® STANDARD. Breach of these TOU and/or violations of the law (e.g. certificate and/or label forgery) shall also warrant an immediate withdrawal of the OEKO-TEX® CERTIFICATE. In case of certificate and/or label forgery, OEKO-TEX® may issue a new certificate number to make sure that products certified under a forged OEKO-TEX® CERTIFICATE/ LABEL remain identifiable.
7.5.4	If the CUSTOMER significantly changes a certified product or certified operating procedures without prior approval of OEKO-TEX®, the OEKO-TEX® CERTIFICATE and thus the authorisation to use the relevant OEKO-TEX® LABELS can be withdrawn with immediate effect.
7.5.5	OEKO-TEX® can only reinstate withdrawn OEKO-TEX® CERTIFICATES and licenses if the cause of the withdrawal has been rectified and the measures taken in this regard have been documented and forwarded to the responsible OEKO-TEX® INSTITUTE. The measures taken and their implementation are checked on site, if deemed necessary by OEKO-TEX® or the OEKO-TEX® INSTITUTE. The corresponding costs will be charged to the customer.
7.5.6	OEKO-TEX® is entitled to prosecute any misuse of an issued OEKO-TEX® CERTIFICATE, an OEKO-TEX® LABEL, a license or associated trademarks with all available legal means.

8 Aktive Chemical Products (ACP)

8.1 Purpose

8.1.1	A CUSTOMER may only use ACP for the manufacturing and processing of OEKO-TEX® certified products (up to the recommended maximum concentration in the finished textile) which are recognised by OEKO-TEX® and listed in its list of approved ACP ("ACP-List").
8.1.2	OEKO-TEX® recognises and includes ACP in its list only if they have been assessed by independent toxicologists and found to be harmless to human health if used as designated and intended. An ACP can only be accepted in the OEKO-TEX® ACP-List after a contract has been signed between the ACP-Customer and OEKO-TEX® and after the toxicological exam has been passed pursuant to the provisions as specified in that contract.
8.1.3	A list of all ACP approved by OEKO-TEX® is available on www.oeko-tex.com.
8.1.4	The ACP listed in the ACP-List comply with the current European legislation pursuant to Article 95(2) of the Biocides Ordinance (Regulation (EU) No. 528/2012).

8.2 Conditions for Inclusion in the ACP-List

8.2.1	ACP can be recognised by OEKO-TEX® at the request of a CUSTOMER. The ACP appli-cation must be submitted to OEKO-TEX® with supplementary documentation. OEKO-TEX® can forward a fully completed application to at least two toxicologists who are independent of each other and the OEKO-TEX® INSTITUTES. The toxicologists shall check the ACP for their harmlessness to human health if the products are used as designated and intended. If ACP are considered harmless by the toxicologists, a confirmation report can be issued to the CUSTOMER, and the ACP can be added to the ACP-List. The assessment and entry shall be at the expense of the applicant.
8.2.2	**The ACP included in the ACP-List are not to be understood as products recommended or certified by OEKO-TEX®. OEKO-TEX® disclaims any liability for such entries. The inclusion in the ACP-List is at the sole responsibility of the applicant.**
8.2.3	The inclusion in the ACP-List shall be for an unlimited period of time. The validity of the test result of the listed ACP can be regularly checked by OEKO-TEX® at the expense of the applicant, provided that such a test has become necessary to ensure the harmlessness of the ACP.
8.2.4	OEKO-TEX® reserves the right to remove ACP from the ACP list based on new scientific findings at its own discretion and without informing the applicant. **No legal rights can be derived from the removal of an ACP from the list.**

8.2.5	An entry by ACP in the ACP-List of OEKO-TEX® gives the right to refer to OEKO-TEX® STANDARD 100, OEKO-TEX® LEATHER STANDARD and/or OEKO-TEX® ORGANIC COTTON with a textual reference. We recommend using the following claim: "The chemical is listed at OEKO-TEX® as an active chemical product (ACP) and is therefore suitable for OEKO-TEX® STANDARD 100, OEKO-TEX® LEATHER STANDARD and/or OEKO-TEX® ORGANIC COTTON". An entry by ACP in the ACP-List of OEKO-TEX® does not give the right to use the OEKO-TEX® TRADEMARKS such as the OEKO-TEX® umbrella trademark and/or OEKO-TEX® product trademark and/or stating that the product is certified.

9 Right to use an OEKO-TEX® Trademark or Label

9.1 Certificate or License

9.1.1	The issuing of an OEKO-TEX® CERTIFICATE or the grant of a license entitles the CUSTOMER to use the OEKO-TEX® TRADEMARKS and advertise the certified and respectively tested goods and/or audited production sites with the corresponding OEKO-TEX® LABEL in compliance with the applicable OEKO-TEX® STANDARD, the REGULATIONS GOVERNING THE OEKO-TEX® TRADEMARKS, the OEKO-TEX® LABELLING GUIDE, as well as these ToU.
9.1.2	The right to use an OEKO-TEX® LABEL is tied to the validity of the corresponding OEKO-TEX® CERTIFICATE or license. If the validity of the OEKO-TEX® CERTIFICATE or license expires, or if the OEKO-TEX® CERTIFICATE or license is withdrawn in accordance with these TOU, the authorisation to use the corresponding OEKO-TEX® TRADEMARK and consequently the OEKO-TEX® LABEL shall also expire with immediate effect.

9.2 OEKO-TEX® Standards without Certificate

Where an OEKO-TEX® STANDARD only provides for the issue of a REPORT, OEKO-TEX® does not grant a license to use OEKO-TEX® TRADEMARKS and the CUSTOMER is prohibited from using OEKO-TEX® TRADEMARKS.

9.3 Unauthorised Use of an OEKO-TEX® Trademark

If a product or a production site is marked with an OEKO-TEX® TRADEMARK or OEKO-TEX® LABEL despite withdrawal of the OEKO-TEX® CERTIFICATE or license, OEKO-TEX® shall be entitled to publish the withdrawal of the OEKO-TEX® CERTIFICATE or license in an appropriate manner and/or to take legal action following an unsuccessful cease-and-desist request. The same shall apply in the event of any other inadmissible use of OEKO-TEX® TRADEMARKS.

10 Respecting the Intellectual Property of OEKO-TEX®

The issue of an OEKO-TEX® CERTIFICATE or the granting of a license does not grant the CUSTOMER any powers or rights to the OEKO-TEX® STANDARDS beyond those mentioned in section 9 above. As the licensee, the CUSTOMER is obligated to comply with the provisions of the OEKO-TEX® STANDARDS as well as the REGULATIONS GOVERNING THE OEKO-TEX® TRADEMARKS and other conditions concerning the rights to use OEKO-TEX® TRADEMARKS granted to them based on these TOU at all times.

11 Regulations for the Use of OEKO-TEX® Labels

The customer must in particular meet the following conditions if he uses OEKO-TEX® TRADEMARKS on the basis of an OEKO-TEX® CERTIFICATE or a license:

11.1 Principle

11.1.1	The use of the OEKO-TEX® TRADEMARKS must not give the impression that more or dif-ferent goods and/or companies or production sites are certified or licensed than is actually the case.
11.1.2	The OEKO-TEX® TRADEMARKS may only be used as labels in the form provided by OEKO-TEX®. The use of individual label components is prohibited unless explicitly allowed (see Section 11.4). If in doubt, the written consent of OEKO-TEX® must be obtained prior to any particular use (communication@oekotex.com).
11.1.3	The information on the graphic design and use of the OEKO-TEX® LABEL for the indi-vidual OEKO-TEX® STANDARDS is set out in the OEKO-TEX® LABELLING GUIDE.
11.1.4	The CUSTOMER acknowledges that compliance with the instructions for use specified in this section 11 is essential for the use of the OEKO-TEX® TRADEMARKS (trademarks, labels, etc.). **A violation may lead to the withdrawal of the OEKO-TEX® CERTIFICATE or license and thus to the expiration of the license and will revoke the right to use the respective OEKO-TEX® TRADEMARKS.**

11.2 Use of the OEKO-TEX® Label on Goods

11.2.1	**Intermediate Goods** If the certified good is an intermediate product or component, the OEKO-TEX® LABEL may be affixed to the packaging of the intermediate product or component, but it is not required.
11.2.2	**End Product** End products are final products sold to consumers. If the certified good is an end product, the OEKO-TEX® LABEL may be affixed to the physical product or its direct packaging. **If only components or intermediate products are certified and/or licensed, which are part of the end product, but the end product itself is not certified, no OEKO-TEX® LABEL may be affixed.**

11.3 Use of the OEKO-TEX® Labels in Product Advertising

Claims towards consumers need to be transparent and verifiable. Claims relating to OEKO-TEX® certified and/or licensed and labelled products must be able to be confirmed.

11.3.1	**Labelling** **If OEKO-TEX® LABELS (or OEKO-TEX® TRADEMARKS) are to be used in advertising towards consumers, the physical end product or its direct packaging must be labelled.** The OEKO-TEX® LABEL of the certificate which covers the end product shall be affixed to the goods themselves or to the direct packaging.
11.3.2	**Sufficient information** **If OEKO-TEX® TRADEMARKS are to be used in advertising towards consumers, the certificate number and the OEKO-TEX® INSTITUTE shall be provided.** This can be done via the official OEKO-TEX® LABEL or via a textual reference in immediate visibility next to the certified and/or licensed and labelled product. If a textual reference is made, it must include the OEKO-TEX® STANDARD, the OEKO-TEX® CERTIFICATE number (or product ID) and the OEKO-TEX® INSTITUTE.
11.3.3	**No ingredient / component advertising** **If OEKO-TEX® LABELS or OEKO-TEX® TRADEMARKS are to be used in advertising towards consumers with the label or as a textual reference, the whole product shall be certified.** Only those goods may be advertised with OEKO-TEX® which are actually certified (mentioned in the scope of the certificate) and/or licensed and carry the label. So-called “ingredient label-ling” is prohibited (promoting an end product with OEKO-TEX® when the end product is not certified as a whole).
11.3.4	**Label-Check** Consumers can verify whether the product advertised with OEKO-TEX® LABELS and/or OEKO-TEX® TRADEMARKS is in fact certified or not via the OEKO-TEX® LABEL-CHECK. The OEKO-TEX® LABEL-CHECK provides information on the scope, validity and owner (CUSTOMER) of the OEKO-TEX® CERTIFICATE.

11.4 Use of the "OEKO-TEX®" Trademark or of the respective OEKO-TEX® Standard

The use of the "OEKO-TEX®" trademark in advertising as written text is only permitted in combination with the indication of the corresponding OEKO-TEX® STANDARD and must always contain the reference ®.

The use of the trademark "OEKO-TEX®" in combination with the indication of the correspond-ing OEKO-TEX® STANDARD in a written text is only permitted insofar as this refers directly to the certified goods or the certified company.

In all cases, the designation "OEKO-TEX®" must always be used with the ® symbol.

11.5 Use of the Advertising Label in Corporate Communication

The advertising label shows the logo of the relevant OEKO-TEX® STANDARD and a corresponding number. The CUSTOMER may use his advertising label for his non-article-specific advertising. An advertising label is intended exclusively for OEKO-TEX® TRADEMARKS companies and traders who have at least one valid OEKO-TEX® CERTIFICATE or license. Intermediate and end products may not be labelled with an advertising label.

11.6 Use of the OEKO-TEX® Label for Production Sites

The CUSTOMER may use the OEKO-TEX® LABEL in accordance with the relevant valid OEKO-TEX® CERTIFICATE for company-related advertising. Intermediate and end products may not be labelled with a label for production sites. The company-related Label (i.e. OEKO-TEX® STeP and OEKO-TEX® RESPONSIBLE BUSINESS) may never be used in relation to a product.
The CUSTOMER is allowed to pass on their label for production sites to a THIRD PARTY, so that the THIRD PARTY can confirm its relationship to the certified CUSTOMER. If the CUSTOMER passes on the OEKO-TEX® LABEL as described above, the THIRD PARTY may not pass on the label for the use to further THIRD PARTIES.
The OEKO-TEX® CUSTOMER is obligated to contractually bind the THIRD PARTY to these TOU (in accordance with paragraph 11.7. and 12.2. TOU) if he wants to give out the OEKO-TEX® LABEL as described above.

11.7 Use by Contractually Associated Third Parties

The CUSTOMER is obligated to inform his contract partners (THIRD PARTIES) about the correct use of the OEKO-TEX® TRADEMARK and the OEKO-TEX® LABEL in accordance with these TOU, the applicable OEKO-TEX® STANDARDS and the labelling rules contained in this section 11 as well as the OEKO-TEX® LABELLING GUIDE and to regularly check compliance with these provisions and labelling rules to a reasonable extent. The contract partners are prohibited from making changes to labels affixed by the CUSTOMER. It is also prohibited to make changes to the certified product itself in any way. Any changes nullify the certification.

11.8 Infringements

If the CUSTOMER violates these ToU or the corresponding regulations and rules in accordance with the OEKO-TEX® STANDARD applicable to him, OEKO-TEX® shall issue a warning to him and request him to remedy the violation within 30 days.

If the violation is not remedied within the set period, OEKO-TEX® reserves the right to withdraw the OEKO-TEX® CERTIFICATE or the license or to refuse a renewal and to take legal action against the breach of contract and

unauthorised use of the OEKO-TEX® TRADEMARKS.

For severe or repeated violations OEKO-TEX® reserves the right to withdraw a certificate/license with different deadlines.

12 Further Obligations concerning the Use of OEKO-TEX® Trademarks

12.1 Cooperation with OEKO-TEX®

12.1.1	If an OEKO-TEX® INSTITUTE or a CUSTOMER suspects incorrect use of a label, or an infringement or misuse of an OEKO-TEX® TRADEMARK, or if an OEKO-TEX® INSTITUTE or a CUSTOMER has information or documents which could assist OEKO-TEX® in enforcing intellectual property rights, the OEKO-TEX® INSTITUTE or CUSTOMER is obligated to inform OEKO-TEX® immediately and to make this information or these documents available to OEKO-TEX®. The same applies if an OEKO-TEX® INSTITUTE or a CUSTOMER becomes aware of misuse in the case of OEKO-TEX® CERTIFICATES, LABELS and/ or REPORTS.
12.1.2	If the CUSTOMER is aware of circumstances which indicate incompatibility of the production conditions for the manufacture of raw materials or semi-finished products from which his certified textiles or chemical products are manufactured with production standards applicable in their respective Jurisdiction or, more generally, in the OEKO-TEX® CODE OF CONDUCT, he is obligated to notify OEKO-TEX® of these circumstances without delay.

12.2 Obligations to Partner of the Customer

The CUSTOMER is obligated to contractually bind his contract partners (THIRD PARTIES) to OEKO-TEX® LABELLING GUIDE and other regulations related to the use of the OEKO-TEX® TRADEMARKS as well as to these ToU. In case contract partners violate the labelling rules, the CUSTOMER is obligated to require the contract partner concerned to comply with the labelling rules. **The CUSTOMER is furthermore obligated to contractually bind their contract partners (THIRD PARTIES) to pass on this obligation via a pass-on clause to their respective contract partners and so on in a cascading manner.** This is to ensure that THIRD PARTIES who are not direct business partners of the CUSTOMER, but sell certified goods of the CUSTOMER, are con-tractually bound to adhere to the OEKO-TEX® LABELLING GUIDE. In light of the EU EmpCo-Directive (Directive (EU) 2024/825 as regards empowering consumers for the green transition through better protection against unfair practices and through better information) it is essential that THIRD PARTIES know the OEKO-TEX® labelling guidelines and are contractually bound to the OEKO-TEX® LABELLING GUIDE.

13 OEKO-TEX® Quality Assurance

OEKO-TEX® is entitled, during the term of the OEKO-TEX® CERTIFICATE or license, to carry out random product controls, which includes laboratory testing and/or scope evaluations and/or COMPANY VISITS on the certified and/or licensed products or production sites or to have them carried out by third parties or OKEO-TEX® INSTITUTES. If a deviation from the underlying conditions and criteria of the corresponding OEKO-TEX® STANDARD is found, OEKO-TEX® may immediately withdraw the OEKO-TEX® CERTIFICATE and/or the license and thus the right to label the goods or the company with the relevant OEKO-TEX® TRADEMARK and/or OEKO-TEX® LABEL.

CUSTOMERS holding OEKO-TEX® CERTIFICATES which are based on the withdrawn and/or non-compliant OEKO-TEX® CERTIFICATE, as well as other interested THIRD PARTIES such as retail outlets can be notified about the withdrawal and/or non-compliance of the OEKO-TEX® CERTIFICATE.

14 Privacy Policy

14.1	All information and data exchanged between the CUSTOMER and the OEKO-TEX® CERTIFICATION SYSTEM, including APPLICATION, test documents, test results and REPORTS, etc. shall be treated confidentially by the contract partners and shall only be used for the purpose intended by the contractual relationship and shall not be made accessible to unauthorised THIRD PARTIES. **Such data can be exchanged within the OEKO-TEX® CERTIFICATION SYSTEM in order to guarantee harmonization and quality of OEKO-TEX® CERTIFICATES issued by different OEKO-TEX® INSTITUTES.** No measures shall be taken which could lead to publication unless expressly provided for in these ToU.
14.2	Information which was already in the recipient's possession before it was disclosed by one of the parties, is already in the public domain at the time the contract was concluded or subsequently becomes publicly known through no fault of the recipient shall be exempt from the secrecy and restricted use obligation imposed by Section 14.1. Furthermore, excluded is information, which the recipient has to disclose due to a legal obligation, provided that in such cases the recipient shall, if possible, inform the other party prior to such disclosure and try to agree with the other party on the smallest possible extent of such disclosure.

14.3	**The applicant expressly agrees that the OEKO-TEX® LABEL CHECK**(https://www.oeko-tex.com/en/label-check/)**can contain certain certificate data (trans-parency principle), including but not limited to:** 1. **Name and address of the licensee of the OEKO-TEX® CERTIFICATE (CUSTOMER)** 2. **Validity or expiration date of the OEKO-TEX® CERTIFICATE** 3. **Version of the OEKO-TEX® STANDARD under which the OEKO-TEX® CERTIFICATE was issued**
14.4	**The CUSTOMER agrees that their company name and address can be mentioned in a searchable international reference list of OEKO-TEX® certified businesses (Sourcing Guide, see oeko-tex homepage) This is a private, non-state reference list and free of charge for CUSTOMERS. The entry in the list is only valid for the validity duration of the OEKO-TEX® CERTIFICATE. The list can be accessed worldwide.**

15 Data Protection

15.1	OEKO-TEX® processes personal data of the CUSTOMER for the proper fulfilment of orders and for its own purposes. Insofar as the CUSTOMER is an individual, the legal grounds for such data processing are given by OEKO-TEX® within the obligation to fulfil the contract or to implement pre-contractual measures. OEKO-TEX® also relies on its legitimate interest in being able to fulfil the contract with the respective CUSTOMER. The CUSTOMER assures that he has taken all necessary measures (e.g. information or consent of employees) to enable OEKO-TEX® to process data in accordance with these ToU. Data processing complies with all applicable data protection requirements.
15.2	**The CUSTOMER acknowledges and agrees that the data transmitted by him can be exchanged, processed and stored by and between the OEKO-TEX® CERTIFICATION SYSTEM for the provision of OEKO-TEX® SERVICES, and therefore for the fulfilment of the contract or to implement pre-contractual measures.**
15.3	Data shall be stored in accordance with the applicable data protection law and only for as long as the respective purpose requires, as OEKO-TEX® is legally obligated to do so and/or as long as there is other legitimate interest (e.g. for purposes of proof). In addition, service providers are obligated to comply with data protection regulations by means of data processing contracts.
15.4	The CUSTOMER acknowledges and agrees that OEKO-TEX® may use and process certificate data and OEKO-TEX®-related data such as test results (e.g., for statistical or scientific evaluations in anonymized form). OEKO-TEX® creates statistics and benchmarks from individually specified data. The data is only presented in anonymous or aggregated form.

16 User Obligations for OEKO-TEX® Platforms

16.1	The user of OEKO-TEX® CONNECT undertakes the necessary measures to ensure that the system provided by OEKO-TEX® functions properly by using his software and hardware and, in particular, to comply with any separate terms and conditions for OEKO-TEX® CONNECT.
16.2	The user must inform OEKO-TEX® immediately if he becomes aware of an acute or imminent impairment, malfunction and/or damage to OEKO-TEX® CONNECT.
16.3	The user is not permitted to pass on the access data to unauthorised THIRD PARTIES.

17 Liability

17.1	OEKO-TEX® excludes any warranty and liability to the extent permitted by law. OEKO-TEX® does not guarantee the trouble- or error-free performance of testing, auditing, certification and/or licencing services nor the correctness or completeness of the work results.
17.2	OEKO-TEX® in particular assumes no liability for claims or liabilities of any kind arising from technical failures, disclosure of data due to transmission errors, unauthorised and unlawful access by THIRD PARTIES, or as a result of other actions or omissions which are beyond the ordinary scope of OEKO-TEX®'s control.
17.3	OEKO-TEX® certifies and licenses exclusively according to the conditions and criteria of the various OEKO-TEX® STANDARDS. Certification is limited to assessing whether a specific product sample or the functionality of a conformity process meets the limit and guideline values of the relevant OEKO-TEX® STANDARD at the time of certification. The respective OEKO-TEX® CERTIFICATION does not confirm any characteristics of the certified goods and production sites other than those which are the subject of testing, auditing, certification or licencing.
17.4	In particular, OEKO-TEX® shall not be liable for losses, claims or damages incurred by the CUSTOMER or a THIRD PARTY (in whole or in part) as a result of outdated, incorrect or incomplete information provided by the CUSTOMER or as a result of non-compliance with the prescribed standards or non-compliance with the instructions of OEKO-TEX® or an OEKO-TEX® INSTITUTE.

17.5	The liability of OEKO-TEX® for indirect and unforeseeable damage, loss of production and use, loss of profit, loss of savings and financial loss due to claims by THIRD PARTIES is excluded in the case of simple negligence - except in the case of loss of life, injury to limb or health or in the case of claims arising from product liability. The same applies to breaches of duty by subcontractors/agents.
17.6	The CUSTOMER shall indemnify OEKO-TEX® and the OEKO-TEX® INSTITUTE against all losses, damages, claims and expenses resulting from an intentional or negligent breach of these ToU for which the CUSTOMER is responsible.
17.7	OEKO-TEX® accepts no liability for the correctness and completeness of certificates issued by THIRD PARTIES and used in the context of tests, COMPANY VISITS, certifications and licencing.

18 Language

These ToU are drawn up in English and Chinese. In the event of discrepancies or ambiguities between the texts, the English version shall prevail.

The same rule applies to the specific documents of the OEKO-TEX® STANDARDS. For documents published in German, English or Chinese, the English version has priority.

19 Applicable Law and Jurisdiction

19.1	These ToU and the legal relationship between the CUSTOMER and OEKO-TEX®, including any disputes arising out of or in connection with them, shall be governed by Swiss law, to the exclusion of its conflict-of-law provisions and of the CISG. The exclusive place of jurisdiction shall be the competent courts of Zurich, Switzerland. OEKO-TEX® is also entitled to bring an action at the registered office of the CUSTOMER.
19.2	The legal relationship between the CUSTOMER and the respective OEKO-TEX® INSTITUTE, governed by the CERTIFICATION AGREEMENT into which these ToU are incorporated pursuant to section 3.2, is subject instead to the law and place of jurisdiction specified in that CERTIFICATION AGREEMENT or the OEKO-TEX® INSTITUTE'S general terms and conditions – or, absent such specification, to the law and courts of the Institute's registered office, to the exclusion of the conflict-of-law provisions and of the CISG. This relationship remains legally independent from section 19.1; incorporation of these ToU into the CERTIFICATION AGREEMENT does not make OEKO-TEX® a party to it, nor the OEKO-TEX® INSTITUTE a party to the relationship under 19.1.

20 Final Provisions and Entry into Force of these ToU

20.1	OEKO-TEX® reserves the right to change these ToU at any time. Subsequent changes shall become part of the contract if the customer has been informed of the changes and continues the business relationship unchanged, expressly agrees to the changes (e.g. via excepting the ToU in OEKO-TEX® CONNECT) **or does not expressly reject them within 30 working days of notification of the changes by OEKO-TEX®.**
20.2	The current ToU can be consulted online at www.oeko-tex.com.
20.3	OEKO-TEX® has undergone a rebranding process in November 2022, which also included the reregistration of the OEKO-TEX® trademarks with new signs. For products which have been produced before this date, the previous trademarks were still allowed to be used until January 1, 2025. CUSTOMERS were obligated to use the new OEKO-TEX® TRADEMARKS after this date. **Products bearing old trademarks must now be relabelled upon entry into force of these Terms of Use.**
20.4	These ToU shall enter into force on September 1, 2026.