

1. Once the agreed certification procedure has been successfully completed, the client shall receive the relevant certificate and/or certification or test mark (in the following called "mark") from the contractor. The certification grants the client the simple, non-transferable and non-exclusive right to use the certificate and the relevant mark as allocated to its certification during the term of the certification in accordance with the following terms and conditions for the purpose of advertising, e.g. on documents for the business correspondence and in communication media (documents, leaflets, advertising materials, Internet etc.). Any other use of the TÜV Thüringen logo is not permitted.
2. The contractor shall, at the client's request, provide the mark to the client for the purpose of designing advertising materials by way of a file in the ".png", ".jpg", ".tiff", ".pdf" or ".eps" format. The contractor shall undertake to keep the graphic file in a safe place, to protect it against any modifications and misuse and not to pass it on to any third parties without the contractor's approval.
3. The client shall not be entitled to modify the certificate or the mark in any way. This shall also apply to the coloring, except in the case of a black & white presentation. The client is aware of the fact that any modifications to the mark, e.g. color changes, the modification of the lettering etc., will constitute a case of improper use and shall result in the immediate withdrawal of the right of use for the mark. It shall be ensured that exclusively the following types of coloring are applied by the client when using the mark:  
  
Blue: HKS 42 (blue), in the 4-color print to be presented as:  
N (uncoated paper) C 100, M 60, Y 0, K 0  
K (plastic) C 100, M 80, Y 0, K 0  
E (continuous paper) C 100, M 80, Y 0, K 0  
Z (newsprint paper) C 100, M 80, Y 0, K 0  
  
Red: HKS 15 (red), in the 4-color print to be presented as:  
N (uncoated paper) C 5, M 85, Y 70, K 0  
K (plastic) C 10, M 100, Y 80, K 0  
E (continuous paper) C 10, M 100, Y 80, K 0  
Z (newsprint paper) C 0, M 95, Y 70, K 0  
  
When changing the size, the mark must only be used in the relevant proportion, with the minimum height amounting to 1.5 cm. The width will be arrived at by scaling the mark accordingly. The client shall in any case ensure the legibility of all details shown on the mark.
4. The mark must only be used by the client and only in direct connection with the client's name or logo.
5. When using the mark in the e-mail correspondence or in the Internet, it must only be presented in a copy-protected format.
6. The permit granted to the contractor to use a certificate and a mark designed by the contractor shall exclusively apply to the client's organizational units referred to in the certification's scope and to business purposes only. The use of the marks in areas not covered by the certification's scope is strictly forbidden. When reducing or extending the scope, the communication media including the advertising materials shall be modified accordingly.
7. The client shall use the certificate and the mark exclusively in such a way that it only provides information about the subject of the certification which is covered by the valid certification.
8. The client must not use the certification in such a way that it discredits the contractor and/or the certification system, so that it loses the public trust.
9. The client shall avoid giving the impression as if the certification has been an official inspection. The client shall clarify in his advertising and comparable activities that the certification is a voluntary action in line with an agreement based on the private law.
10. The client shall not make any misleading statements as regards his certification or allow others to do so.
11. The client's right to use certificates and marks shall cease, if no valid certification can be furnished, especially after the certificate's validity has expired.
12. The client's right to use certificates and marks shall cease with immediate effect without giving notice, if the client uses the certificate and/or the mark in a way that infringes the provisions of these Terms of Use for certificates as well as marks of TÜV Thüringen or uses them in any other way contrary to the contract, especially also, if
  - (1) the client does not immediately report changes in the conditions or circumstances to the contractor that are relevant for the certification, or indications for such changes,
  - (2) the certificates or marks are misused,
  - (3) the inspection results do not justify the maintenance of the certificates any longer,
  - (4) insolvency proceedings are opened over the client's assets or if the application of opening insolvency proceedings against the client is rejected due to a lack of assets,
  - (5) the remuneration is not paid within the period set by the contractor,
  - (6) inspections cannot be carried out for reasons, for which the client is responsible,
  - (7) the certification or the maintenance of the certificates is prohibited by administrative regulations or by a court,
  - (8) the client uses the certificates or the marks in a way that infringes the provisions of the certification contract and those of other applicable contract elements, or if the client uses them in any other way contrary to the contract.The contractor shall have the right to suspend, withdraw or annul the use of the certificates, should any such reason exist as listed above or should the client permanently or severely fail to satisfy the certification requirements.
13. The client's right to use the certificate or the mark shall cease at the end of the agreed period in the case of the contract being properly terminated by giving notice, or with immediate effect in the case of the contract being justifiably terminated for cause.
14. Should the right of use expire or be terminated, the client shall return the certificate, including all copies thereof, as well as the mark to the contractor and immediately cease to use both the certificate and the mark. The client shall immediately remove any reference to the certification including the marks from the electronic media and other advertising materials and refrain from using and distributing advertising materials with the marks or any reference to the certification. The client shall immediately forbid third parties advertising with the client's certification or using the client's mark commercially the usage of any such reference and shall furnish proof thereof.
15. In the event of an infringement of contractual provisions, the contractor reserves the right to assert claims for damages.
16. If it is foreseeable that the client will not satisfy the certification requirements only temporarily, the certification can be suspended. The client must not advertise with the certification during the suspension period. The status of the certification is registered in the accessible list of certificates as invalid.
17. If the reason for the suspension is not eliminated within the agreed period of time, the certificate shall be withdrawn.
18. The client shall provide evidence about the use of the certificate and of the mark in the course of the commercial practice. It is hereby pointed out that the standards on which the certification is based commit the contractor to monitor the proper use of the certification by way of random checks. The contractor shall also pursue any reports received from third parties.
19. The client shall immediately inform the contractor, if he finds out that third parties misuse certificates or marks granted to the client.