

Usage Agreement for Marks of GreenSign Institut GmbH 2025-05
Scope of Usage Rights for Certificates and Certification Marks

1. Once the agreed certification process has been successfully completed, the client will receive the corresponding certificate from GreenSign Institut GmbH. The certificate is valid for the period specified in the contract or in the individual contractual terms of GreenSign Institut GmbH.
2. Upon issuance of the certificate under Clause 1, the client is granted a simple, non-transferable, and non-exclusive right to use the certification mark during the defined validity period of the certificate. This also applies when the client refers to their certification in communication media such as documents, brochures, or marketing materials.
3. The authorisation to use the certificate issued by GreenSign Institut GmbH and the certification mark applies exclusively to the company divisions of the client listed within the scope of the certificate. Use for any areas not mentioned is expressly prohibited.
4. The certification mark for the certification of the operation may only be used by the client and only in direct connection with the client's business name. It must not be affixed to or used in relation to an individual product of the client.
5. The client agrees to use the certificate and certification mark only in such a way that the statement made about the client's company or division corresponds to the certification. The client must also ensure that no impression is created that the certification constitutes an official governmental assessment. Furthermore, it must be ensured that no misleading statements are made about the scope, nature, or significance of the certification through the use of the certification mark.
6. The client is not authorised to make any changes to the certificate or the certification mark. The certification mark may only be used in the form provided by GreenSign Institut GmbH. Any alterations to colour, proportions, or design are prohibited. A minimum distance of 30% of the logo height must be maintained from other elements. The minimum size of the certification mark is 15 mm in height. The certification mark should be placed on a white background. In exceptional cases, placement on a high-contrast background is permitted.
7. The client is obliged to clearly state through the presentation of their advertising and similar materials that this is a voluntary certification conducted on the basis of a private-law agreement.
8. The right of use expires if there is no valid certificate, particularly upon expiry of the certificate's validity period or if required surveillance audits are not conducted.
9. The client's right to use the certificate or certification mark ends with immediate effect, without the need for termination, if the client uses the certificate and/or certification mark in a manner that violates the provisions of Clauses 1 to 8 or otherwise in breach of contract.
10. The client's right to use the certificate or certification mark also ends upon expiry of the agreed period in the case of a valid ordinary termination, or with immediate effect in the case of a justified extraordinary termination for good cause.
11. The right of use further automatically expires if the maintenance of the certificate is prohibited by regulatory or judicial order.
12. Upon termination of the right of use, the client is obliged to return the certificate to GreenSign Institut GmbH.
13. In the event of a breach of contractual provisions, GreenSign Institut GmbH reserves the right to assert claims for damages.
14. The certification must not result in GreenSign Institut GmbH being brought into disrepute.
15. The client is not authorised to make any statements regarding their certification that GreenSign Institut GmbH could deem misleading or unauthorised.
16. If it becomes foreseeable that the client's certification requirements can only temporarily not be met, the certification may be suspended. During this time, the client is prohibited from promoting the certification. The status will be shown as suspended in the publicly accessible register of GreenSign Institut GmbH.
17. If the reason for suspension is remedied within the agreed period, the certification will be reinstated. If the reason is not remedied within the agreed period, the certificate will be withdrawn.
18. The client is obliged to maintain records regarding the use of the certificate in the course of business. It is noted that GreenSign Institut GmbH is obliged under the applicable standards to conduct random checks to monitor correct usage. Reports from third parties will be reviewed by GreenSign Institut GmbH.
19. The client must immediately inform GreenSign Institut GmbH if they become aware that third parties are misusing their certificate.
20. The client shall only provide certification documents to third parties in their entirety.