Terms of use for the "PV+Test" - Label

Terms and conditions of Solarpraxis, Zinnowitzer St. 1, 10115 Berlin ("Solarpraxis ") for the use of PV+Test Label in advertising together with test findings.

Introduction

Solarpraxis publishes the monthly trade magazines "photovoltaik" and "pv magazine". The home pages www.photovoltaik.eu and www.pv-magazine.com include test findings of photovoltaic modules and other solar industry products. Solarpraxis is the owner of the registered trademark "PV+Test", which has been registered at the German Patent and Trademark Office. Because of the recognized expertise of TÜV Rheinland as an independent test laboratory, the test findings in the form of the assessments awarded have a significant importance for both end-consumers and in publicity.
The user's product is examined by TÜV Rheinland, and assessed in accordance with previously determined criteria defined by an independent committee. The findings can be used with the PV+Test Label as information in advertisements, in electronic form on the Internet, as information in product descriptions, on the packaging or in the products themselves, subject to the conditions given below.

Should the PV+Test mark be used in verbal communication and/or in audio-visual media (radio and film or TV advertising) or other media, then the following conditions apply similarly.

§1 Use of PV + Test Labels
The PV+Test Label must be used exclusively in a way related to a product. It may only be used for an identical product to that tested, on its packaging or in a corresponding brochure solely connected with the portrayal of the product. Combined information using the PV+Test Label about product test findings on other products or packaging are not allowed.

If an untested product appears identical or has an identical build to a tested product, the right to use a PV+Test Label is withdrawn and advertising using the PV+Test Label is not permitted.
The use of the PV+Test Label is also not permitted if, in accordance with the manufacturer's instructions, the tested product is to be advertised only with alternative packaging, since in these cases the PV+Test product identity has not been or cannot be established.
Should individual tests of a product or service have been published, the use of advertising with the PV+Test Label is only permitted if a test of the corresponding product group with the same test criteria has been published previously. In other cases, the right to use the PV+Test Label is withdrawn.

Solarpraxis will make the PV+Test Label - consisting of the PV+Test mark combined with a graphical label depiction – available to the user in a printable form as an EPS file. It appears as follows:

The user is not allowed to change the label provided to them from Solarpraxis. In particular, this applies to the colour scheme.

§2 Text design by the user

The user is only allowed to carry out proportional scaling – enlargement or shrinking - of the label. The text to be inserted about the test findings for the product has to be created by the users themselves at their own responsibility, thereby especially observing the principles concerning advertising with test statements as detailed in Section 4 of this Agreement.

The user is only authorized to use the file supplied by Solarpraxis as an artwork master for product descriptions, advertisements, packaging, and corresponding electronic publications in accordance with the following rules.

For verbal or audio-visual use of the PV+Test mark, the user is required to comply with the requirements for the optical / graphical use of the PV+Test Label and, in particular, to observe the following rules concerning the duration of the right of use.

§3 Duration of use; Termination

The license of use is in principle for an unlimited time, provided that the user ensures that the product for which the PV+Test Label has been obtained is marketed in a manner in accordance with these conditions. Here, the user of the label has to ensure that the nature of the product remains unchanged.

The marketing or the verbal or audio-visual use of the label by the user is no longer allowed once a new test of the same product group has been published unless the new test was undertaken using the same criteria as for the older, and/or nature or characteristics of the product have been modified, and/or product-relevant statutory provisions have changed the legal basis for the test assessment.

The use of the PV+Test Label or the verbal or audio-visual use of the PV+Test mark associated with the test findings is fundamentally not allowed if the test findings and/or assessments are applied to untested products or this is implied to the end user. The user agrees to impose their obligations under this Agreement on any third parties insofar as they sell or market the product as part of their business. They must also comply with these terms.

In the event of breaches against the foregoing restrictions on use, Solarpraxis may withdraw the license with immediate effect by written notice. Here, transmission by fax of the written notice is sufficient.
In this case, the user undertakes to delete the provided file and/or any electronic copies of it immediately and also to supply any embodied forms of the label, to the extent that these are still in their possession, without delay, to Solarpraxis or, on their

request, to destroy them immediately at their own cost. The same applies if the user has given the files or copies thereof to third parties in connection with the performance of this contract or the oral or audio-visual use of the trademark have been saved in data and/or video or audio media.

§4 Scope of use

Principles of advertising with the test statement
The test findings of PV+Test are designed to make the market more transparent for the consumer. Advertising with the test findings is only permissible as follows:

Any use of the test findings in the user's advertising has to be designed so that the end-consumer is not misled about any qualitative assessment elicited from the test findings of the advertised product. In this, it is particularly important to thereby ensure that any statements in advertising that refer to the test are distinctly separated from other statements of the advertiser; in comparative product tests, the rank of the result of the advertised product in the test must always be stated, even when better a test finding has been awarded; advantageous individual statements must not be cited in isolation when other products have been rated overall more favourably; the overall result must also be quoted in every case; the distinctive terminology used in the PV+Test test assessments must not be used additionally in any advertising statements that are not related to PV+Test findings or assessments; the PV+Test findings must not be rewritten by the user in their own words; the month and year of first publication of the cited tests are to be given in any advertising and/or when using the test findings in any way; individual evaluations of the products must not be listed on the label. The user is free, within the restraints of the above principles, to quote individual assessments in advertising, especially if the advertising does not give the impression that PV+Test has instigated or is participating in the advertising. The above regulations shall apply to the extent that any advertising explicitly cites test findings of the PV+Test mark either verbally or in audio-visual media.

The users themselves must take responsibility for the form, content and legal admissibility of advertising associated with the PV+Test Label. Solarpraxis cannot advise users on questions about the admissibility of advertising, and not, in particular, concerning compliance with these terms of use. The user absolves Solarpraxis of all third party claims and related costs and damages which might arise resulting from use of the PV+Test Label in advertising.

In the event of any breach of the above terms and conditions, Solarpraxis can withdraw the license for use, effective immediately, by fax or e-mail. We must also point out that improper advertising may lead to notices or warnings from consumer groups or competitors.

Otherwise, the liability of Solarpraxis is solely based on the contract for the undertaking of product testing.

§5 Applicable law, place, jurisdiction
This contract is subject exclusively to German law.
The place of jurisdiction corresponds to that of the user's registered office.
The court of jurisdiction in the case of disputes on the closure, execution and completion of this contract, to the extent that the user is an entrepreneur in the meaning of Section 14, paragraph 1 of the German code of civil law (BGB), is Berlin.

31.01.2011