



Fax-Order: +49 (0) 3731 366-130

FILK Freiberg Institute gGmbH
Meißner Ring 1-5
D-09599 Freiberg

Purchase Order:

- 1 Day Pre-Audit and coaching on the application of the guideline at a price of:

1.100 € plus VAT

The training represents an additional voluntary offer to the tannery to prepare the audit. However, the execution of the ECO₂L-Audit needs an extra order by the auditee and will be carried out independently of the preparing and concomitant measurement like coaching, training and consultancy. That training measures are entirely separated in time and purpose from the audit and therefore invoiced separately.

- ECO₂L-Audit is performed by an authorized auditor incl. ECO₂L-certification by FILK, if all requirements of the label are fulfilled. If all necessary documents are prepared well and provided to the auditor, a time outlay of 1 day on-site has to be calculated. The fee for the audit including documented certificate is:

2.500 € plus VAT

All current and relevant information you need for the purpose of the appointment and scheduling directly with the auditor will be provided after order. All incidental expenses like travelling expenses and travelling time will be invoiced to the auditee separately and additional by the auditor directly. The general terms and conditions of FILK Freiberg Institute gGmbH apply. The purchaser recognizes and accept the terms and conditions for the certification of ECO₂L (guidelines and www.eco2l-leather.com) and for the usage of the trademark by placing the order.

.....
Contact person

Telephone

Email

.....
Place

Date

.....
Stamp/authoried signature

Conditions
for the issuing of the “ECO₂L”



certificate and the use of the mark

I.

**Relevant conditions for the issuing of the ECO₂L certificate through the
FILK Freiberg Institute gGmbH**

1. FILK is authorized to implement the determination of “Corporate Carbon Footprints” (CCF) and “Best Energy Efficiency for Tanning” (BEET) according to the ECO₂L calculation method through qualified auditors appointed by “Verband der Deutschen Lederindustrie e.V.” (VDL) and to confirm by a written certificate that energy efficient leather production and a systematic determination of “CCF” within the defined system limits is carried out at the production site.
2. After receipt of the order, FILK in consultation with VDL nominates the auditor.
3. After nomination of the auditor the auditee will be invoiced for the ordered audit/s and an audit date will be fixed. The invoices are due before the audit date and payable to FILK.
4. In case an auditor is unable to perform the audit due to reasons for which the auditee is responsible, a new application for an audit has to be made to FILK. Audit costs are due again according to paragraph 3.

II.




Terms of use for the certificate and the mark

1. Use of the certificate is only permitted in conjunction with the mark. The mark may be used by the auditee on a stand-alone basis as well.
2. The auditee can use the mark and/or the certificate on letterheads, advertising materials, hangtags on products, printed materials, etc. Use of the mark is restricted to semi-finished and finished leather according to DIN EN 15987:2015.

A direct labeling of the product / leather article for example by embossed printing or marking is not permitted.



3. The certificate and the mark  can be used for 3 years after the award of the certificate. Hereafter the right of use expires automatically unless a new audit and award of the certificate has been obtained.
4. Immediately after the expiry of the duration of use any further use of the mark and the certificate is prohibited.
5. FILK and VDL or their authorized representatives are fully entitled to monitor the compliance with the agreed provisions. FILK and VDL are entitled to penalise infringements of the terms of use and the trade mark law. Infringements of provisions of the trade mark law can be prosecuted under civil and criminal law.
6. The owner of the certificate, who is permitted to use the mark, is not allowed to transfer his rights of use to any other party without prior approval of FILK or VDL. Likewise it is not permitted to transfer the use of the certificate and the mark to other subsidiaries and/or factory premises if it is limited to specific subsidiaries and/or factory premises.
7.
 - a. FILK does not take any responsibility for the legal validity and defense capability of the mark.
 - b. Any disputes that may arise from issuing the certificate and the permit to use the mark should be settled by extrajudicial arbitration between auditee and FILK and/or VDL. Every party remains free however to commence court proceedings.
8. If one or several of the provisions of this agreement should be or become entirely or in parts ineffective or void by law for whatever reason, or should the agreement prove to show a loophole in its provisions, the legal effect of the remaining terms is not affected by this. FILK and/or VDL undertake to replace the invalid provisions by similar and effective provisions having the initially intended legal effect.