

Application for an ECO₂L audit for obtaining an ECO₂L label Tannery / hides and skins industry



Can be sent per fax: +49 (0) 3731 366-130

or per e-mail: eco2l@filkfreiberg.de

To

FILK Freiberg Institute gGmbH

Meißner Ring 1-5

09599 Freiberg

Application for:


- ☐ **Audit by an authorised auditor including a peer review by the FILK and an ECO₂L certification by VDL by fulfilling the requirements of the label.**

As long as the auditor is provided with all the necessary documents, the on-site time required is calculated to be one day.

Audit fee VDL-Non-Members: €3,900¹⁾ plus VAT

Audit fee VDL-Members: €3,500¹⁾ plus VAT

You will receive all necessary data and documents when you complete this form and send it back to us.

- ☐ I have taken notice of the data privacy policy found under www.eco2l-leather.com.
I agree to the provisions below regarding the acquisition of the certificate and the union trademark “ **ECO₂L**
Energy
Controlled
Leather”.

¹⁾ All additional costs such as travelling expenses and travelling time etc. will be invoiced separately by the auditor plus statutory VAT.



A. Who orders (name, VAT number or sales tax ID for EU):

Company:

Street / house number:

Postal code:

City:

Country:

Sales tax ID / VAT number:

B. For which location is the order being placed (name of company, if different from above):

Company:

Street / house number:

Postal code:

City:

Country:

Sales tax ID / VAT number:

C. Who are the respective contacts:

For the invoice:

First and last name:

E-mail address:

Phone number:

Address – as under A:

Address – as under B:

Other address:

Street / house number:

Postal code:

City:

Country:



For the technical audit (name, e-mail, address, telephone number):

First and last name:

E-mail address:

Phone number:

Address – as under A:

Address – as under B:

Other address:

Street / house number:

Postal code:

City:

Country:

D. Important information:

About the invoice:

Are there certain mandatory details on the invoices so that payment is possible?

Order number:

Yes

No

Further information:

Invoice:

What information is required so that the company can pay the invoice in advance?




Conditions for the granting of the „ECO₂L“ certificate and the use of the uniontrademark „ ECO₂L Energy Controlled Leather“.

I. Requirements for the granting of the ECO₂L certificate by the Association of the German Leather Industry (VDL):

1. Only VDL issues the certificate. It can only be issued if:
 - the customer was able to complete the preparatory work in the given time (Preparational Tool),
 - the auditor was able to carry out the audit within the framework of the valid version of the Guidebook at the time of the audit,
 - the peer review was passed and
 - the values of the audit are within the scope of the Guidebook specifications.
2. After receiving of the order, FILK appoints the auditor in agreement with the auditee.
3. After the appointment of the auditor, the auditee is invoiced for the ordered audit(s) and the audit date is set. The invoiced amounts are due before the start of the audit and must be paid to FILK.
4. If an auditor is unable to carry out the audit for reasons for which the auditee is responsible, a new application for an audit must be submitted to FILK. This application will again incur audit costs in accordance with section 3.

II. Terms of use for the certificate and the union trademark – Number 019 005 430 “ ECO₂L Energy Controlled Leather“

1. On 19/10/2024, VDL applied for registration of the certification “ ECO₂L Energy Controlled Leather“ mark in the European Union under number 019 005 430 for „leather; leather, unprocessed or partly processed; processed or partly processed animal skins; hides and skins“, „wholesale and retail trade services of leather and semi-finished leather products, including via the internet“ and „processing of materials in relation to leather; dyeing of leather, processing of leather, tanning of hides and skins“ (further: „trademark“).
The certificate may only be used in combination with the trademark. The trademark may also be used on its own.
2. VDL grants the auditee who is authorised to use the certificate the right to use the trademark on stationery, in advertising, on hangtags on the leather products, on printed items, etc. The use of the trademark is limited to leather and its semi-finished products according to DIN EN 15987:2015. The labelling of the product, i.e. the leather product, by affixing it directly to the product, e.g. by embossing or labelling, is not permitted.
3. For audits carried out until the end of 2023, the certificate and the trademark may be used for three years from the date on which the certificate was issued. From 1st of January 2024, the certificate will then be valid for two years, with the option to extend it by one year. In the event of a cooperation with the Leather Working Group (LWG), the two organisations will work together to carry out the audits jointly.
4. After having operated six months, new companies can order an audit based on the LWG agreements, which is then only valid for one year. After twelve months, a new audit must then take place, which can then be carried out as a video audit.



5. The first audit must always take place on site. After that, the audits can alternate between video and on-site audits.
6. Immediately after the end of the period of use, any further use of the existing usage material, the trademark and the certificate are prohibited.
7. VDL and/or its authorised representatives are entitled to monitor compliance with these regulations. VDL shall be entitled to prosecute violations of the contractual and trademark law regulations. Infringements of the regulation of trademark law may be prosecuted under civil and criminal law.
8. If the requirements for the certification are no longer met, the auditee is no longer authorised to use the certificate and the trademark.
The holder of the certificate who is authorised to use the trademark may not transfer his rights of use to third parties without the prior authorisation of VDL.
It is also not permitted to transfer the authorisation for using the certificate and the trademark to other branches and/or operating sites if it is limited to specific branches and/or operating sites.
- 9a. VDL accepts no liability for the legal validity and defendability of the trademark.
- 9b. Disputes arising from the granting of the certificate and the authorisation to use the trademark shall be settled out of court between the applicant and VDL. Furthermore, VDL does not guarantee that the use of the trademark in accordance with the above provisions does not infringe the rights of third parties. However, VDL declares that it is not aware of any such third-party rights. However, each party is free to appeal to a court of law. The place of jurisdiction shall be the district court in Frankfurt/Main.
10. Should one or more of the above provisions be or become invalid or void in whole or in part or should a regulatory gap exist, the remaining provisions shall always remain effective. FILK and/or VDL obligate themselves to replace the missing provisions with ones that come closest to the intended economic result.