

General Conditions of Contract

Preamble

RAL gGmbH has entered into an agreement with Stiftung Warentest according to which RAL gGmbH may licence the use of the word marks / figurative marks registered for Stiftung Warentest at the German Patent and Trademark Office to interested licence holders, who are not private individuals, for the purpose of advertising together with its test results. Licensing, which in each case refers to an assessed and appraised product/product combination or an assessed and appraised service hereinafter jointly named product(s), is based on the respective publication of the test result in the media (first publication) of Stiftung Warentest. The licence holder intends to use the word marks / figurative marks together with the appraisal undertaken by Stiftung Warentest for advertising purposes.

In this way the licence holder is given the opportunity to use the registered word marks / figurative marks that have been summarised in § 1 in accordance with the granted right of use in § 2 of these General Conditions of Contract for advertising purposes for a limited period of time.

§ 1 Scope of use

After the licence holder has submitted an application and RAL gGmbH has accepted the licence application (hereinafter: licence contract), the right of use is granted for one or more of the following marks depicted below, namely

(1) German word mark / figurative mark Registration number 30 2024 012 340



(2) German word mark / figurative mark Registration number 30 2024 012 341



(3) Word mark / figurative mark Registration number 30 2024 012 343



§ 2 Granted right of use

- (1) In accordance with the licence contract concluded between the licence holder and RAL gGmbH and the price defined in the licence contract, the licence holder receives from RAL gGmbH the non-exclusive right, limited by location and time, to use one or more of the marks depicted above in § 1 for the purpose of advertising the product assessed and appraised by Stiftung Warentest within the Federal Republic of Germany and/or for advertising targeted at the German market and, under consideration of the other conditions stipulated in § 4 regarding advertising with assessment results, the right to insert a text into the intended field of the mark(s) at his own responsibility. Further details can be found in § 3 section 3, in combination with **Annex 1** to these General Conditions of Contract.

- (2) If the product appraised by Stiftung Warentest consists of multiple individual components that are available separately from one another (product combination), the right of use to the marks is exclusively granted for advertising the assessed and appraised product combination.

A product combination is a combination of two or more products that are available to buy on the market separately from one another and which were added to the combination of products to be appraised and evaluated by Stiftung Warentest.

The right of use does not apply to any consumable materials that were also purchased by Stiftung Warentest for the completion of the test.

- (3) In the case of identical products, the licence holder assures RAL gGmbH that the features of the product for which he applies for a licence do not differ from the product assessed and appraised by Stiftung Warentest. RAL gGmbH does not undertake its own assessment to ascertain whether the product is indeed identical.
- (4) The licence is allocated a licence number by RAL gGmbH. For mark(s) in horizontal format and horizontal wide format, the licence holder must insert this number on the bottom right margin, outside in the frame below the field of the mark and vertical to the field on the mark intended for text, while for word marks / figurative marks in vertical format this number must be inserted on the bottom margin, outside in the frame below the field of the mark and horizontal to the field on the mark intended for text. It must be sufficiently legible in each case (see examples in **Annex 1, item 1 examples 1 - 3**).
- (5) On the basis of the granted right of use, the licence holder is entitled to:
- a) apply the licensed mark(s) to the product or to its presentation or packaging or at the point of sale;
 - b) offer the product or place it onto the market or own it for the mentioned purposes using the licensed mark(s);
 - c) offer or provide the service using the licensed mark(s);
 - d) use the licensed mark(s) in advertising.
- (6) RAL gGmbH makes the mark(s) available to the licence holder in electronic format as an EPS file (printable vector file).
- (7) If the basic model has been agreed in the licence contract, the licence holder is entitled to use the mark(s) in accordance with the licence contract and these General Conditions of Contract for the purpose of advertising exclusively in online media without moving pictures. If the standard model is agreed, the

licence holder is also entitled to use the mark(s) for the purpose of advertising on the product and in all media including online media with moving images but excluding cinema, streaming service and TV advertising. If the premium model is agreed, the licence holder receives the same entitlements as in the standard model and is also entitled to use the mark(s) for the purpose of cinema, streaming service and TV advertising. Further information on the licence models can be found in § 8 and **Annex 2**, which is a component of the General Conditions of Contract.

§ 3 Limits of the use of the mark

- (1) The licence holder is not entitled to use the licensed mark(s) in a way that deviates from the registered form that has been made available for use by the licence holder and is depicted above in § 1, except for the right to insert promotional text into the mark(s) in accordance with § 1 and/or § 2 section 1. In particular, the licence holder is not entitled to:
 - a) change the proportions of the individual components of the mark in comparison to one other;
 - b) change the colour composition of the marks; where in individual cases a multi-coloured depiction is not possible for technical reasons or as a result of the medium used, the licence holder is obligated to depict the mark in black/white;
 - c) depict the text to be inserted into the marks in a font other than Arial and in a colour other than “black”, to reproduce a quality verdict in the font other than Arial Bold and in capital letters and an issue number/reference in a font other than Arial Bold (detailed specifications can be found in **Annex 1**);
 - d) translate the marks and the included texts into a different language;
 - e) include the statements “test winner” or “price-performance winner” or similar formulations in the licensed mark(s), especially in the grey text field.
- (2) If the use of the mark(s) of Stiftung Warentest by the licence holder deviates in any way from the registered form depicted above in § 1, the selected form of use is still not considered a permitted type of use in the sense of these General Conditions of Contract even if the deviations do not alter the characteristic features of the mark(s).

- (3) The permitted uses of the marks of Stiftung Warentest for advertising with test results, including the defined colours, fonts and font sizes, can be found – with example test results – in **Annex 1**, which is a component of the General Conditions of Contract.

§ 4 Other conditions for advertising with test results and marks of Stiftung Warentest

- (1) The test results must not be used in advertising in such a way that suggests to the consumers that individual products are superior when this is not justified by the published test results. The licence holder thus undertakes to RAL gGmbH not to give rise to incorrect assumptions by the consumer or to mislead the consumer about the assessment of the products carried out by Stiftung Warentest when using the test results of Stiftung Warentest and the mark(s) of Stiftung Warentest in advertising. In particular, the licence holder undertakes that:
- a) the advertising statements referring to test results of Stiftung Warentest will be kept clearly separate spatially from other statements made by the licence holder in the advert;
 - b) the statements of Stiftung Warentest will not be reworded by the licence holder in his own words;
 - c) the terminology used in the test scale will also not be used in any advertising statements that do not refer to the test results of Stiftung Warentest;
 - d) favourable individual statements or comments will not be included in isolation if other statements or comments are less favourable;
 - e) a published quality verdict summary will be communicated in every case;
 - f) in cases where no quality verdict was awarded, the advert will contain all group verdicts or, where applicable, the summarising semantic assessment of Stiftung Warentest (e.g. “Dauerhaft gut”, see **Annex 1, item 2 examples 5 and 6**);
 - g) in the case of product combinations, the individual components will be referenced in the advertising so that it is clear that the statements and evaluations made by Stiftung Warentest solely refer to this combination and that this information will be reproduced in an easily legible form in connection with and in the direct vicinity of the mark being used.

- h) the advert will be sufficiently legible;
 - i) advertisements in audiovisual media (TV, cinema, streaming services or online advertising) will be perceptible for a sufficiently long period of time, although for at least for 3 seconds;
 - j) the licence number named in § 2 section 4 will be entered directly next to the field on the mark(s) intended for the text in a sufficiently legible form.
- (2) An advert including test results for a particular test may not be associated with products that were not covered by this test. In particular, the licence holder undertakes to only use the licensed marks in its advertising:
- a) if the features of the product that were the subject of the test have not changed since publication of the test,
 - b) if, where a food was tested, results referring to a particular batch that was specified in the publication (e.g. specification of the expiry date, see **Annex 1, item 2 example 4**), are only used for advertising if the number of the tested batch is included,
 - c) if in the case of an advert for products that are identical but were not included in the test, the actual product included in the test is also named (see **Annex 1, item 2 example 3**),
 - d) if in the case of an advert for identical products that were indicated in the publication of the test results, the actual product included in the test is also named (see **Annex 1, item 2 example 3**),
 - e) if the features of the identical product being advertised do not differ from those of the actual product included in the test,
 - f) if in the case of an advert including test results relating to corporate social and environmental responsibility (CSR Test), the advert also always includes the test results of the product test carried out in parallel (see **Annex 1, item 2 example 8**). The licence holder is obligated to reproduce the CSR test result in its own word mark / figurative mark in the advert and, in accordance with § 2 section 3 and § 4 section 1 h), to add the same licence number that was allocated for advertising with the product or service test to this mark.

- (3) The information on the test results of Stiftung Warentest must be reproduced and designed in a manner that can be verified simply and clearly. This includes declaring the medium and point in time of the initial publication in the advert. If Stiftung Warentest is re-assessing a product, which has already been tested and for which a licence has already been purchased, before the licence period has expired, the licence holder is still entitled to use the licence until the end of the agreed period of validity for the licence. If the appraisal of the product changes due to this re-assessment, the product must be advertised using the new test result from this time on. Products that bear the old test result may still be sold off in accordance with § 6 section 9. Once the original licence period has expired, a new licence can be purchased for the new test result. The limits on the period of validity in accordance with § 6 section 4 b) must also be taken into account.

§ 5 Special regulations for online publications and quick tests

- (1) When advertising with test results that were only published on www.test.de, RAL gGmbH permits the use of the mark(s) (see **Annex 1, item 2 example 1**), whereby the licence holder is obligated to always state the name of the online publication portal “test.de” from Stiftung Warentest. If the results are also subsequently published in the printed magazines “Stiftung Warentest” or “Stiftung Warentest Finanzen”, the licence holder may choose whether to still indicate the online publication when inserting the promotional text in accordance with § 1 and/or § 2 section 1 into the mark(s) or to indicate the print publication instead in the future (examples in § 3 section 3 in combination with **Annex 1, item 1 examples 1 – 3** to these General Conditions of Contract).
- (2) Advertising with test results from quick tests and/or “unter der Lupe” (under the magnifying glass) tests is permitted on the condition that the overall statement is not falsified. The licence holder thus undertakes to reproduce the entire test comment and/or the summary in the field with the grey background on the test mark (example **Annex 1, item 2 example 7**).

§ 6 Length of use – end of the contract

- (1) RAL gGmbH grants interested licence holders the right of use for individual or multiple marks stated in § 1 of these General Conditions of Contract as follows:

Generally,

- a) for a period of two years, starting on the date that the licence begins (regular period of use); however, the granted right of use ends at the latest 2 ½ years after the first publication of the test result irrespective of when the licence begins

Alternatively,

- b) for a period of (initially only) one year, starting on the date that the licence begins (short period of use); this short period of use may be extended by a further year on application of the licence holder during or after the expiry of the period of validity of the contract; however, the granted right of use ends at the latest 2 ½ years after the first publication of the test result irrespective of when the licence begins

or

- c) for a period of at most one year, starting on the date that the licence begins (exclusively short period of use), if the subject of the tests includes, in particular, the following product groups:

- aa) Software products and smartphone applications;

- bb) Construction financing/real estate loans.

Interested licence holders can find information on other affected product groups when completing the electronic application process on the currently valid version of the website <https://www.ral-logolizenz-warentest.de>.

Irrespective of when the licence begins, the granted right of use for the product groups named in c) ends at the latest 1 ½ years after the first publication of the test result.

- (2) Alternatively to section 1 a) and b), licence holders may generally submit a request to extend the period of use by a further year for products, except for those product groups named in section (3). There is no right to approval of such a request (see here subsections 3 and 4). This applies to both an extension to the regular period of use in accordance with section 1 a) (extended period of use) or section 1 b) (short period of use) and also after a short period of use in accordance with section 1 b) has expired (reactivated period of use). The term of the extended period of use follows on directly from the regular period of use. The term of the reactivated period of use starts on the date that the licence contract is concluded with RAL gGmbH.

Irrespective of when the licence begins, the right of use ends in both cases at the latest 3 ½ years after the first publication of the test result.

An extension request will not be accepted if the test for the product/product group is currently being carried out under amended conditions and/or significant changes to the evaluation criteria were necessary or the test for the product/product group has already been carried out under amended conditions or based on significantly changed evaluation criteria.

The request to extend the regular period of use in accordance with section 1 a) can only be submitted at the earliest 1 ½ years after the first publication of the test results and must be sent via e-mail to RAL gGmbH. **Before making a decision on whether to extend the period of use, RAL gGmbH will forward the request to Stiftung Warentest for individual evaluation.** If the request is approved, an online application to extend the use of the mark(s) must be submitted and subsequently accepted by RAL gGmbH. The first decision to extend the period of use covers all products included in a test published at a certain point in time or in a defined time period.

- (3) No applications for an extended period of use or a reactivated period of use and a licence extension according to section 2 will be accepted for the products groups named below:
- a) Services directly provided by natural persons in those areas relevant to the test (e.g. consulting services);
 - b) Internet based services and products, whose firmware is regularly changed via the Internet;
 - c) Products for which a follow-up test with amended test criteria and/or evaluations has already been published.
- (4) The licence contract concluded between RAL gGmbH and the licence holder ends:
- a) when the agreed period of use expires, without requiring a termination;
 - when the 2 ½ year period after the first publication in accordance with § 6 section 1 a) and b) expires, irrespective of when the licence begins;
 - when the 1 ½ year period after the first publication in accordance with § 6 section 1 c) expires, irrespective of when the licence begins;
 - when the 3 ½ year period after the first publication in accordance with § 6 section 2 expires, irrespective of when the licence begins;
 - b) when a feature of the product or service that was the subject of the test in accordance with § 4 section 2 a) has changed,
 - c) if terminated for extraordinary reasons in accordance with § 6 section 5,
 - d) if terminated for extraordinary reasons in accordance with § 6 section 6,
 - e) if terminated for extraordinary reasons in accordance with § 6 section 7.

- (5) The licence contract can be terminated for extraordinary reasons by RAL gGmbH if, due to unforeseeable events, RAL gGmbH subsequently becomes aware of facts that now make the continued right of use of the marks in advertising for the product irresponsible due to consumer protection issues.
- (6) The licence contract can be terminated for extraordinary reasons by either contractual party if the other party violates one of its obligations arising from this contract. The contract may only be terminated for extraordinary reasons if the contractual party has previously requested that the other party remedy the violation of the contractual obligation within a period of one week without success.
- (7) Furthermore, the contractual parties are entitled to terminate the contract for extraordinary reasons if an important reason arises due to the appropriate application of § 626 BGB (German Civil Code).
- (8) The contract may only be terminated in writing in accordance with § 126 b BGB.
- (9) At the end of the licence contract, for whatever reason, the right of the licence holder to use the mark(s) of Stiftung Warentest ends. The licence holder is still permitted as an exception to sell off products (goods) that have been labelled or whose packaging has been labelled with the mark(s) of Stiftung Warentest in accordance with the licence contract beyond the end of the licence contract, provided that these products and their packaging were verifiably produced during the period of validity of the licence contract. All other active advertising with the mark(s) included in the licence must cease in all media and at the point of sale (POS) after the end of the licence contract. In case of doubt, the licence holder undertakes to submit corresponding verification to RAL gGmbH (e.g. batch numbers and product codes). This exception does not apply to the provision of services or if the contract is terminated for extraordinary reasons according to § 6 sections 5 and 6.

§ 7 Sublicensing

If desired, the licence holder is also entitled to grant the right of use arising from the licence contract for the product to third parties as part of a sublicensing agreement. This does not affect the period of use defined in § 6.

§ 8 Licence fee

- (1) The licence holder shall pay a licence fee for the use of the mark(s) of Stiftung Warentest for the period of use agreed in the licence contract, as well as for the reactivated period of use according to § 6 section 2, in accordance with the valid price list that is enclosed as **Annex 2** to these General Conditions of Contract. The licence fee plus the relevant statutory level of VAT is immediately due for payment to RAL gGmbH upon receipt of the invoice.
- (2) The licence holder is entitled at any time to switch from the “basic model” to the “standard model” or “premium model and from the “standard model” to the “premium model” by submitting a licence application, which must be subsequently accepted by RAL gGmbH. The licence fee will increase accordingly and will be calculated on a daily basis with effect from the date on which the licence contract is concluded or the date on which the application for a change of licence model is submitted.
- (3) The licence holder is not entitled to a refund for an already paid licence fee if the contract ends early due to a change to the product or service in accordance with § 6 section 4 c) or if the contract is terminated for extraordinary reasons by RAL gGmbH in accordance with § 6 section 4 e) in connection with section 6 and section 4 f) and in connection with section 7 or when the 1 ½, 2 ½ or 3 ½ period after first publication in accordance with § 6 section 4 b) expires. If the licence fee has not yet been paid at the time the contract ends or is terminated at an early stage, the licence holder is also not entitled to a pro-rata refund for the now invalid period of use. If the contract is terminated due to extraordinary reasons at an early stage by RAL gGmbH in accordance with § 6 section 4 d) in connection with section 5), the licence fee paid by the licence holder will be refunded based on each full quarter of the period of use that has now become invalid or on a pro-rata basis.

§ 9 Liability – responsibility of the licence holder – indemnity

- (1) RAL gGmbH assumes no liability for the possibility that, despite compliance with the obligations included in this contract, the licence holder may violate its statutory or contractual obligations towards third parties or that claims may be made against the licence holder by a third party as a result of such violations.
- (2) The licence holder is solely responsible for the legality of its advertising. RAL gGmbH will not provide advice to the licence holder in this respect and, in particular, will not approve any advertisements.
- (3) The licence holder undertakes to release RAL gGmbH and Stiftung Warentest in their internal relationship from any claims made by third parties – regardless of their legal reason – as a result of use of the mark(s) and/or advertising with test

results, or to compensate them for such claims. The rights of the licence holder to provide proof that RAL gGmbH and/or Stiftung Warentest did not incur any damages remains unaffected.

§ 10 Legal successor – connected companies

This contract can be transferred to any legal successors of the licence holder and to companies connected to the licence holder. In this case, the licence holder undertakes to impose the obligations arising from this contract on any legal successors or connected companies, including a corresponding obligation for the further transfer of these obligations.

§ 11 Data protection

The data protection regulations (privacy policy) published by RAL gGmbH at <https://www.ral-logolizenz-warentest.de/1/datenschutz> apply.

§ 12 Applicable law – place of fulfilment – place of jurisdiction

- (1) This contract is subject to the laws of the Federal Republic of Germany to the exclusion of the German international private law.
- (2) The place of fulfilment for the obligations arising from this contract is Bonn.
- (3) Bonn is the agreed place of jurisdiction for any disputes arising from this contract.

§ 13 Final clauses

Should one or more of the provisions of this contract be, or become, invalid in total or in part – for any reason – this shall not affect the validity of the remaining provisions. The invalid provision will be replaced by a valid provision that would have been agreed by the contractual partners if they had been made aware of the invalid provision at the time and which comes as closest as possible to the legal and economic purpose originally intended by the contractual partners.

Collateral agreements, supplementary agreements and changes must be made in writing. This also applies to the waiving of the written form. No verbal subsidiary agreements have been made.

Annex 1: Definitions for Testlogos

**Annex 2: Price list for the use of the word marks and figurative marks of
Stiftung Warentest in advertising**

Definitions for the test logos

Vertical test logo

Horizontal test logo

Wide horizontal test logo

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Standard cases

1 Vertical

2 Horizontal | All three formats are possible for the variants in section 2.

3 Wide horizontal



Variants

1. Online publication:

A link to the place where the test is published on www.test.de must be added.



2. Stiftung Warentest Finances:

The word "Finances" must only be stated if you are referring to an issue of "Stiftung Warentest Finances".



3. Identical products:

The name of the tested product must be stated.



4. Food:

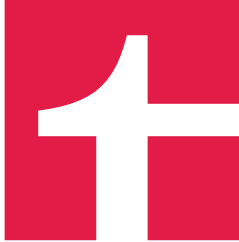
The best before date must be stated.



Variants

5. Group verdict:

If a test result from the group verdicts is stated without the quality verdict summary, all of the group verdicts must be stated.



Sicherheit: **sehr gut (1,0)**
Schadstoffe: **sehr gut (1,0)**
Warnhinweise und Kennzeichnungen: **sehr gut (1,0)**

Ausgabe 03/2025
www.test.de

25AB12

6. An **evaluation** not using the Stiftung semantics. For example: "Permanently good" for current accounts.



Dauerhaft gut
Angebot x hat in den letzten 24 Monaten mindestens 22-mal zu den besten 20 Angeboten ohne Befristung gehört.

Veröffentlicht am 01.01.2025:
www.test.de/logocheck
www.test.de

25AB12

7. An **evaluation** in the form of a comment not using the Stiftung semantics.



Stiftung-Warentest-Kommentar: Interessant ist der Grüne Strom von X für alle, die noch keinen Ökostrom beziehen und in einem teuren Tarif ihres Grundversorgers stecken. Dann lohnt sich der Wechsel gleich doppelt: Für die Umwelt und für Ihr Portemonnaie. Auch überzeugte Umweltfreunde können X als Ökostromanbieter wählen, da ihr Geld unter anderem in neue Ökokraftwerke fließt.

Veröffentlicht am 01.01.2025:
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25AB12

8. Combination of product test and CSR test:

The verdict for the CSR test may not be stated without the test result for the product test. Alternatively, it is possible to state the test result for the product test in a separate test logo.



CSR-Engagement SEHR GUT

Qualitätsurteil Warentest:
Befriedigend (2,8)

Ausgabe 03/2025
www.test.de

25AB12

Usage

The test logos always have the following four elements:
a white background, the logo, the test result field and a licence number.

If using a light or white background, it is also possible to add a thin grey line around the logo, using the same shade of grey used for the test result field. The design of the logo may not have a black or dark background.

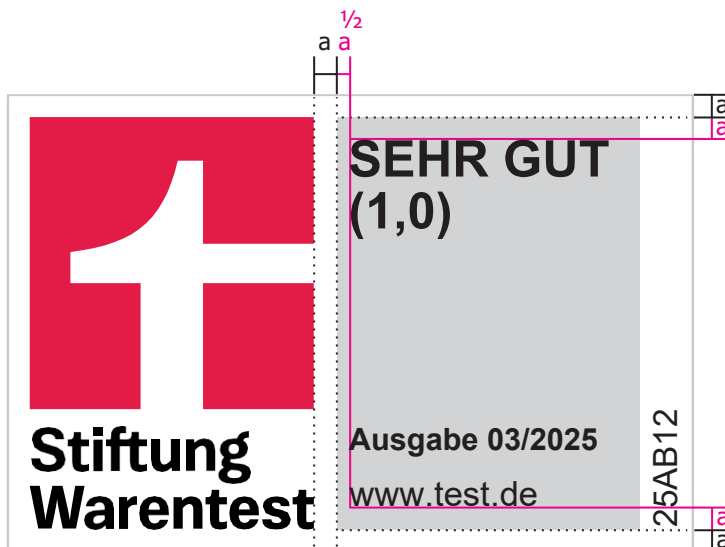


Guidelines

The information in the test result field must always be entered using the fonts Arial Bold and Arial Regular. The colour black must always be used.

Definitions for the text verdicts:

- Quality verdict: Arial Bold, capital letters
- Issue number: Arial Bold
- Description: Arial Regular
- Licence number: Arial Regular, consisting of numbers and capital letters, minimum size ≥ 6 pt.



The two lines show the position of the reference to the publication in relation to the licence number

Colour values for the areas

Figurative mark, red:

- CMYK: 5 / 100 / 70 / 0
- RGB: 219 / 8 / 60
- #db083c
- Uncoated Pantone 199U
- Coated Pantone 199C

Text area, grey:

- CMYK: 0 / 0 / 0 / 20 (if used for a line, K = 25)
- RGB: 218 / 218 / 218
- #dadada
- Uncoated Pantone Cool Gray 10C 27%
- Coated Pantone Cool Gray 9C 27%





Stiftung Warentest
2025, January

Lützowpatz 11 - 13
10785 Berlin
www.test.de

Annex 2

Price list for the use of the word marks and figurative marks of Stiftung Warentest in advertising:

Period of use	Licence model		
	Basic*	Standard**	Premium***
2 years	€ 19,990	€ 24,990	€ 49,990
1 year	€ 11,990	€ 14,990	€ 29,990
Extended period of use for 1 year	€ 10,990	€ 12,990	€ 26,990
Reactivated period of use for 1 year	€ 11,990	€ 14,990	€ 29,990
Reactivated period of use for 2 years	€ 19,990	€ 24,990	€ 49,990

All fees are net excluding VAT. The statutory level of VAT must be added.

*Basic Advertising exclusively in online media without moving images

Standard Advertising on the product and in all media including online media with moving images but **excluding cinema, streaming service and TV advertising

*** Premium Advertising on the product and in all media including online media with moving images and **including** cinema, streaming service and TV advertising