



General Terms and Conditions for the Use of ECONGOOD Audit and Label Services ("T&C")

The following provisions govern the contractual relationship between the International Federation for the Economy for the Common Good e.V. ("ECONGOOD") and the contractual partner.

1. Scope

1.1. The T&C include provisions regarding to the following products and services:

- Common Good Report
- Audit and audit attestation
- Common Good Balance Sheet
- QR code, identification number and landing page
- ECONGOOD label

1.2. Not covered by the T&C is the membership of the contractual partner, which is governed by the statutes of the respective national or regional association responsible. Membership may also be held by a natural person representing the company. In cases where companies cannot become members (e.g. in Italy), a contribution in form of an annual fee and the membership of a representative may be sufficient.

1.3. These T&C also apply to future regulatory changes, including but not limited to Directive (EU) 2024/825. ECONGOOD is entitled to adapt, suspend or withdraw labels and documents to comply with such legal changes.

2. General requirements

The use of ECONGOOD services and labels, with the exception of the creation and publication of the Common Good Report, requires either ECONGOOD membership or an equivalent fee-based contribution.

3. Common Good Report

3.1. The Common Good Report must be created by the contractual partner using the documents and guidelines provided by ECONGOOD.

The contractual partner is responsible for its preparation and is obliged to provide only accurate and complete information and, in particular, not to conceal any information that is essential. If the contractual partner uses third parties (e.g. recognised ECONGOOD consultants) for the preparation, this does not give rise to a contract with ECONGOOD, but exclusively between the contractual partner and the third party.

4. Audit, audit attestation, common good balance sheet

- 4.1. The contractual partner is entitled to apply to ECONGOOD for an external audit ("**audit**") with the common good report.
- 4.2. The costs of the audit are determined on the basis of various parameters of the contractual partner, such as its location, company size, type of company (e.g. non-profit) and whether it is an initial audit. The costs are determined during the application process. The contractual partner can obtain a non-binding cost estimate in advance via our website.
- 4.3. The audit comprises an independent assessment by one or more independent ECONGOOD auditors who are not bound by instructions, as well as feedback that identifies areas for future development potential for the contractual partner.
- 4.4. Once the audit has been completed, the contractual partner receives an audit attestation ("**attestation**"). The attestation contains, in particular, information on the status of implementation of the audited requirements, including the date of the audit.
- 4.5. The period of validity begins on the date on which the attestation is registered in the ECONGOOD audit tool. This date is also stated on the attestation. The period of validity is two years. The partner may describe itself as a company that supports the economy for the common good or as an ECONGOOD company.
- 4.6. If, during the period of validity, a circumstance arises on the part of the contractual partner that is highly likely to lead to a significant deterioration in the audit result, the contractual partner is obliged to notify ECONGOOD of this circumstance without delay. In this case, ECONGOOD is entitled but not obliged to adjust the content of the audit report accordingly. This adjustment has no effect on the period of validity.

- 4.7. If the contractual partner has concealed a circumstance within the meaning of Section 4.6 at the time of the audit, or if such a circumstance arises later and the contractual partner does not inform ECONGOOD thereof, ECONGOOD is entitled to terminate the contract extraordinarily and without notice. In this case, the contractual partner is no longer entitled to use the ECONGOOD label (Section 6). Other ECONGOOD services may be restricted depending on the type and reason for termination. This does not affect the statutory right to extraordinary termination.
- 4.8. ECONGOOD reserves the right to discontinue offering the audit attestation in the future or to withdraw it if it turn out that the audit attestation and the criteria for obtaining the audit attestation do not meet the regulatory requirements of Directive (EU) 2024/825 of the European Parliament and of the Council of 28 February 2024 amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and better information", and related implementing legislation, which will take effect on 27 September 2026.
- 4.9. The contractual partner must integrate the audit attestation into the Common Good Report in order to prepare its Common Good Balance Sheet. The contractual partner is obliged to publish the Common Good Balance Sheet and the results of the audit on its website, including the integration of all approval/audit documents.

5. Identification number, QR code and landing page

- 5.1. In the event of an audit attestation, the contractual partner will receive a personalised QR code and a five-digit identification number ("**ID number**") from ECONGOOD, which serve to uniquely identify the contractual partner.
- 5.2. The QR code leads to a personalised landing page ("**company page**"). ECONGOOD creates and operates the company page on its own responsibility. In this respect, the contractual partner has no right to request to disclose any personal data of users who visit the company page.
- 5.3. The contractual partner only has the option of adding brief information. If the contractual partner makes use of this option, it undertakes to provide only accurate information and to include links only insofar as they lead to the contractual partner's own website.



5.4. When the attestation expires, a corresponding notice will appear on the respective landing page. One year after the expiry date ("**grace period**"), ECONGOOD will add a notice to the landing page stating that no valid attestation currently exists.

6. ECONGOOD label

6.1. The contractual partner receives a simple, temporary right to use a personalised ECONGOOD label in print form (e.g. in business correspondence, advertising flyers, advertisements, labels, etc.) and digitally (e.g. on the internet, on the homepage, social media, in the form of banner advertising, etc.), provided that the following additional requirements are met:

- the contractual partner has paid the association membership fees in full;
- the contractual partner can present a valid attestation;
- the audited result of the balance sheet total is positive;
- the contractual partner is entered in the currently valid audit database;
- the contractual partner complies with the publication requirements;
- and the contract has not been terminated due to cancellation.

6.2. ECONGOOD provides files for colour variants, formatting and instructions on how to use the label. Contractual partners may only use official label files provided by ECONGOOD. The right of use refers exclusively to the following representation of the ECONGOOD label (each with the personalised QR code):



If space is limited, the following representation is permitted:



If there are restrictions on printing colours, the following forms of presentation are permitted:



- 6.3. Use of the ECONGOOD label in any way other than that specified above is prohibited. This also includes any deviation from the label design, no matter how minor; such deviations are only permitted with the prior written consent of ECONGOOD.
- 6.4. Use of the ECONGOOD label for third-party content is excluded, and the right to use the ECONGOOD label may not be transferred to third parties.
- 6.5. The contractual partner undertakes to use the label only in a legally permissible manner (in particular – although not exclusively – the use of the label for advertising purposes may be subject to labelling requirements or prohibitions). In any case, the contractual partner bears sole responsibility for the use of the label. In the event of a claim against ECONGOOD by third parties in connection with the use of the ECONGOOD label, the contractual partner undertakes to indemnify ECONGOOD in full against such third-party claims and to reimburse



ECONGOOD for the costs of an appropriate legal defence, as well as to compensate ECONGOOD for any further damage resulting from the claim.

- 6.6. The granting of the right to use the ECONGOOD label to the contractual partner does not alter ECONGOOD's ownership of the copyright and trademark rights to the ECONGOOD label or parts thereof. The contractual partner undertakes not to derive any rights against ECONGOOD from the use of the ECONGOOD label, not to attack the ECONGOOD label itself, and not to encourage or support attacks by third parties.
- 6.7. As soon as one of the conditions under Section 6.1 ceases to apply, the right to use the ECONGOOD label shall also expire. The right of use shall expire at the latest after the expiry of the waiting period. Upon expiry of the right of use, the contractual partner undertakes to delete or otherwise remove any existing content in which the label is implemented, in addition to future use; this includes both analogue and digital types of use.
- 6.8. ECONGOOD reserves the right to discontinue offering the ECONGOOD label in the future or to withdraw it, i.e. to terminate the right of use prematurely, if and to the extent that it transpires that the ECONGOOD label and the criteria for obtaining the ECONGOOD label do not meet the regulatory requirements of Directive (EU) 2024/825 of the European Parliament and of the Council of 28 February 2024 amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and better information", and related implementing legislation, which will take effect on 27 September 2026.

7. Prices and payment

Use of the label is free of charge. This does not affect any payment obligations arising from the contractual partner's membership of the association.

8. Liability

- 8.1. ECONGOOD shall be liable in accordance with the statutory provisions for damage to life, limb and health resulting from a culpable breach of duty. Furthermore, ECONGOOD shall be liable in accordance with the statutory provisions for other damage resulting from intentional or grossly negligent breaches of contract. ECONGOOD shall also be liable without limitation in accordance with the provisions of the Product Liability Act.

- 8.2. Insofar as none of the aforementioned cases apply and damage is based on a simple negligent breach of a material contractual obligation, i.e. an obligation whose fulfilment is essential for the proper execution of the contract, whose breach jeopardises the achievement of the purpose of the contract and on whose compliance the contractual partner may regularly rely, ECONGOOD's liability shall be limited to the foreseeable damage typical for this type of contract.
- 8.3. Insofar as a free of charge obligation of ECONGOOD is affected, liability for cases not covered by clause 8.1 shall be limited to gross negligence.
- 8.4. There are no further liability claims against ECONGOOD.

9. Miscellaneous

- 9.1. Should individual provisions of these Terms of Use be or become invalid or incomplete, the validity of the remaining provisions shall remain unaffected. In question of doubt, the German version of the T&C prevails.
- 9.2. All legal relationships between the parties are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 9.3. The place of performance and exclusive place of jurisdiction for all disputes arising from this contract is our registered office, unless otherwise stated in the order confirmation.
- 9.4. All agreements made between the parties for the purpose of execution are set out in writing in the T&C. Further individual agreements between ECONGOOD and the contractual partner may supplement these terms and conditions, provided this has been expressly stipulated in writing.