



Simply Excellent.

RAL gemeinnützige GmbH
Fränkische Straße 7
53229 Bonn - Germany



CONTRACT

No. 39968

on the award of the environmental label

RAL gGmbH (RAL), as the label-awarding agency, and the company

**Exacompta S.A.,
138, Quai de Jemmapes, 75461 Paris Cedex 10, Frankreich**

as the applicant (licence holder), conclude the following Contract on the Use of the Environmental Label:

1. Subject to the following conditions, the applicant shall be entitled to use the environmental label for the labelling of the product (products, product groups and services)

Products made from Recycled Plastics

(Produkte aus Recycling-Kunststoffen) for

**Exacompta Bee Blue Ringbinders with different spine widths and mechanism types; 3-flap folders,
filing boxes and 3-flap multipart files, each with elastic straps; colours: yellow, light blue, turquoise blue, dark blue.**

This does not include the right to use the environmental label as part of a brand. The environmental label may only be used in compliance with the requirements in the Logo Guidelines of the environmental label. In particular, the environmental label may only be used in the depicted shape and colour unless otherwise agreed. The entire inner surrounding text must always be identical with respect to the font size, form, thickness and colour and it must be easy to read. The current version of the Logo Guidelines is available on the website of the environmental label (www.blauer-engel.de).

2. The environmental label according to Paragraph 1 may only be used for the above-named product(s).
3. If the environmental label is used for advertising purposes or other measures carried out by the applicant, the applicant shall ensure that it is exclusively used in connection with the abovenamed product(s) for which the use of the environmental label has been granted and settled under this contract. The applicant shall be solely responsible for the way in which the label is used, especially in advertising. This also applies in the event that the applicant utilises distribution partners.
4. During the entire period of use of the label, the product(s) to be labelled must comply with all requirements and conditions for the use of the label as specified in the "Basic Award Criteria for Award of the Environmental Label DE-UZ **30a**" as amended. This also applies to the reproduction of the environmental label and the short link that is valid for the Basic Award Criteria. The applicant shall indemnify RAL against all claims made by third parties, especially on the grounds of third party objections to the applicant's use of the label or the accompanying advertising.
5. If the "Basic Award Criteria for Award of the Environmental Label" include inspections by third parties, the applicant shall bear the resulting costs for these inspections.



Simply Excellent.

6. RAL – or a third party authorized by it – is entitled to verify compliance with the Basic Award Criteria. For this purpose, the applicant shall – after prior notification – provide access to the premises where the product(s) in question is manufactured or stored or where the service is provided and shall grant the right to take product samples and inspect the relevant documentation. The time between notification and the provision of access should not be less than 24 hours.
7. The applicant shall immediately provide RAL with the required information (such as e.g. the GTIN, EAN, UPC, etc.) as soon as a GTIN, EAN, UPOC or comparable item number has been issued or has been changed for the product to be labelled with the environmental label. The applicant shall use the “product information section” on the online portal for the environmental label for this purpose.
8. The applicant shall immediately inform RAL in the event of any changes to the product data or specifications – including e.g. changes to the product designation or the composition of the product – for the product to be labelled with the environmental label. The applicant shall use the “Web Portal of RAL Environment” and the “product information section” on the online portal for the environmental label for this purpose.
9. The applicant is solely responsible for the correctness, completeness and actuality of the information and data provided.
10. The applicant agrees that all of the data provided by him/her for the identification and designation of the product will be passed on to third parties, especially retailers and Internet platforms, so that they can advertise and market the product(s) with reference to the environmental label. The applicant has no legal right to make claims against RAL for passing on this data to third parties.
11. RAL does not accept any liability for, in particular, the correctness, completeness and actuality of the data passed on to third parties or for objections to the use of the label or any accompanying advertising by third parties. This does not apply to damages arising from injury to life, limb or health due to gross negligence or deliberate infringement of obligations by RAL or a legal representative or vicarious agent of RAL, nor does it apply to other damages due to gross negligence or deliberate infringement of obligations by RAL or a legal representative or vicarious agent of RAL.
12. If the applicant or third parties discover that the applicant is not complying with the conditions as stipulated in Paragraphs 2-5, the applicant undertakes to inform RAL and cease using the environmental label and to ensure that it is no longer used by its distribution partners until the conditions are complied with again. If the applicant is incapable of immediately restoring the required conditions for the use of the environmental label or if the applicant has committed a serious infringement of the contract, RAL is entitled, if necessary, to withdraw the environmental label and prohibit any further use of the environmental label in the future. Any claims for damages against RAL due to the withdrawal of the environmental label are excluded.
13. The Contract on the Use of the Environmental Label may be terminated for good reason.
Examples of good reasons are:
 - unpaid fees
 - a substantiated risk of injury and deathIn such cases, the continued use of the environmental label by the applicant is prohibited. Any claims for damages against RAL are also excluded within the scope described in Section 11.
14. The applicant undertakes to pay RAL a fee for the period of use of the environmental label in accordance with the “Entgeltordnung für das Umweltzeichen” (Schedule of Fees for the Environmental Label), as amended.



Simply Excellent.

15. According to the "Basic Award Criteria for Award of the Environmental Label DE-UZ **30a**" this contract will run until December 31. **2024**. The contract will be extended by an additional year in each case, unless terminated in writing by 31 March **2024** or 31 March of the respective year of extension. After the expiry of the contract, the environmental label may neither be used for labelling nor for advertising purposes. This also applies to any product images used in advertising by the applicant themselves or by distribution partners. This provision does not affect products that are still in the market.
16. The applicant is not authorised to transfer the rights from this contract to third parties or to issue subcontracts. If images or other advertising materials are passed on to distribution partners, the applicant shall obligate these distribution partners to comply with the conditions on the use of the environmental label stated in this contract.
17. Products labelled with the environmental label may only reach consumers under the name of the company of the applicant (label user).