

Terms of Use of the Certification Trademark "Downafresh" (EDFA)

§1 The European Down and Feather Association is the owner of trademark "Downafresh".

§2 The marking of bedding with the "Downafresh" brand requires that

1. The trademark user is an EDFA member which uses either filling material processed in its own business or fillings that were supplied by another approved business.
2. the raw feathers were washed in water to remove any impurities and dried at a temperature of at least 100 degrees C.
3. The finished feathers and down must comply with the cleanliness and hygiene requirements of DIN EN 12935.
4. The trademark user has successfully passed an initial testing in order to obtain the right of use for the trademark.

For this purpose, 10g of filling material must be sent to an accredited hygiene laboratory to have this filling material undergo a hygiene examination as per table 1 of the EN 12935. The testing institute will send the test report to both the applicant and the EDFA office. Provided the test was completed successfully, the initial testing is considered passed. The applicant has to pay the cost of the initial testing.

5. The proof of the treatment processing mentioned in point 2 is provided by company records (electronic or manual) or by supplier declarations, which are submitted if required.

Hygiene compliancy of the goods (point 3.) is checked once a year on the brand user's own initiative by a hygiene laboratory recommended by EDFA without being asked. An overview of the hygiene laboratories approved by the EDFA is provided by the EDFA office. Accreditation according to EN ISO 17025 is a requirement for hygiene laboratories.

In addition to this hygiene test, random checks must be carried out in the trade.

For hygiene control, at least one sample of finished feathers and down processed according to Downafresh criteria must be sent to the hygiene laboratory approved by EDFA without invitation or reminder. Products are tested according to EN 12935 and all costs associated with the test are borne by the brand user.

The brand user must arrange annual testing by 1 October each year, instructing the testing institute to send a copy of the test report to EDFA. Alternatively, the trademark user may forward a copy of this report to EDFA.

EDFA is free to verify the contents of this report with the hygiene laboratory concerned.

If the report is not available by 1 October of a year, it may be submitted retrospectively by 1 November of that year. To extend the deadline until 1 November or, in

exceptional cases, until 20 November of a year, an application must be submitted to the EDFA office.

The decision on acceptance/rejection is made by the President and/or one of his deputies and/or the Executive Board member.

The procedure of the Random checks to monitor cleanliness and hygiene compliance with EN 12935 as well as the liability for non-compliance with the requirements are set in the "Special conditions and Rules inherent to monitoring the compliance with the cleanliness and hygiene requirements of the Certification Trademark Downafresh, governing applicable sanctions".

6. The brand user recognizes the "*EDFA Code of Conduct*" and the "*EDFA Traceability Standard*" (in the current versions). Evidence of documentary traceability must be provided to EDFA, e.g. in the form of declarations, certificates issued by neutral third parties (e.g. lawyers, tax consultants, auditors, veterinarians).
7. The brand user acknowledges the "Statutes for the Certification Trademark "Downafresh"" and the " Special conditions and Rules inherent to monitoring compliance with the cleanliness and hygiene requirements of the Certification Trademark Downafresh, governing applicable sanctions" and reimburses EDFA for the justified costs of maintaining the system and for maintaining the brand.
8. The user of the trademark on labels of bedding with the designation "Downafresh" must indicate both his registration number (which he receives from the EDFA office) and the address of the Certification trademark website.
9. The trademark user agrees to the publication of his name in a list of users of the term "Downafresh" on the Internet. The consent is deemed to have been granted, provided that he has not explicitly objected to the publication upon inclusion in the group of brand users.

§ 5 An admission fee of currently € 1,800.00 is due when a company is admitted to be a holder of rights of use. This is charged both upon new entry and upon re-entry. The amount of this admission fee is based on the preliminary work already performed by the brand users. It is due immediately.

Any further administrative costs or expenses for public relations and advertising shall be charged equally to the brand users by the EDFA Office and shall be paid to EDFA within one week of receipt of the invoice.

In the event of non-payment of the costs charged by the Office to the holder of rights, the Member's right of use shall be withdrawn immediately.

§6 If the holder of rights leaves the European Down and Feather Association, he must inform EDFA where and when the "Downafresh" brand was used and must assure that the Trademark will no longer be used after termination of membership.

§7 The right to use the trademark "Downafresh" shall also terminate upon withdrawal of such right by EDFA e.V., or by withdrawal/expulsion of the member from the association, and/or if the trademark user has been forbidden.

There is no compensation for returns of the trademark labels still in the possession of the trademark user, which may no longer be used.

Date, Signature
(user of the trademark)

Date, Signature
(owner of the trademark)