

Regulation on Use for the Certification Mark GGN (word/figurative mark)

As of: June 2020

1. Owner

The Owner of the certification mark is FoodPLUS GmbH, Spichernstraße 55, 50672 Cologne, Germany (hereinafter 'Owner'). The Owner has developed the GLOBALG.A.P. Standard for good agricultural practice as well as the GGN consumer label and manages all company activities worldwide, from standard setting, services for partners, marketing and certification management to integrity testing.

2. Declaration on commercial activity

The Owner is not engaged in any commercial activity involving the manufacture and/or supply of goods covered by the certification mark.

3. Reproduction of the mark

The certification mark is the mark as shown below (hereinafter: "Mark"):



4. Goods covered by the mark

Class 01: Starches for use in manufacturing and industry.

Class 05: Dietetic foodstuffs and preparations for medical or veterinary purposes; infant formula; dietary supplements for humans and animals.

Class 18: Leather, furs and animal skins.

Class 29: Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits; jellies for food; jams; compotes; eggs; milk; milk products; edible oils and fats; prepared meals consisting substantially of meat, fish, poultry or game; all the aforesaid goods also being chilled or frozen.

Class 30: Coffee; tea; cocoa; artificial coffee; sugar; rice; tapioca; sago; flour; cereal preparations; bread, pastries and confectionery; edible ices; golden syrup; mustard; vinegar; sauces, condiments; spices; herbs for culinary purposes; pizzas; prepared meals consisting substantially of pasta; all the aforesaid goods also being chilled or frozen.

Class 31: Agriculture, horticultural and forestry products, and aquaculture products; foodstuffs and fodder for animals; fresh fruits and vegetables; seeds for planting; flowers; animal foodstuffs; malt; all the aforesaid goods also being chilled or frozen; live animals; natural plants.

Class 32: Beer; mineral and aerated waters and other non-alcoholic beverages; fruit juice beverages; syrups and other preparations for making beverages; all the aforesaid goods also being chilled or frozen.

5. Characteristics of the goods to be designated

The Mark certifies that all companies entrusted with the production of the goods concerned are currently certified according to the GLOBALG.A.P. standards (www.globalgap.org), meaning that the goods have been produced with respect for nature and human being.

6. conditions for the use of the trade Mark; Sanctions

The Mark may be used only with the prior written consent of the Owner. The basic requirement for consent to use the Mark is a valid GLOBALG.A.P. certification of the producer or group of producers of the goods and GLOBALG.A.P. Chain of Custody certifications for all companies in the supply chain of the goods (intermediate suppliers, supplier). In connection with the application procedure, the applicant must also prepare a portrait of the producer (farm), which will be published on the websites at www.ggn.org. After consent has been given, the Mark may only be used together with the individually assigned identification number, which enables the end consumer to identify the producer of the respective goods and to view the portrait of the producer. In the event of misuse of the Mark or culpable infringement of these regulations, the Owner may, in particular, take the following measures:

- Issue a warning
- in case of recurrence, impose an appropriate contractual penalty in favour of the owner
- withdraw the authorisation to use the Mark, in urgent cases with immediate effect

In the event that the infringer is a party otherwise entitled to use the Mark, the infringer may file an appeal against the above measures with a statement of grounds of appeal. In response to this appeal, the Owner must withdraw the measures taken or maintain them with reasons. If the infringer does not agree with the appeal decision of the Owner, he may appeal to the ordinary courts.

7. Companies authorised to use the trade mark

Only manufacturers from the sectors plant, farm animal or aquaculture are entitled to use the mark, who submit a written application to the Owner for the use of the Mark for the goods referred to in point 4, which must be goods meeting the conditions set out in point 6. If the Owner confirms the application after successful examination, the consent to use the Mark is granted.

For the use of the Mark, fees are payable to the Owner according to the currently valid scale of fees, which may be adjusted annually by the Owner.

8. Verification and monitoring

The examination by the Owner shall be carried out at least once when the application is submitted. If the Owner comes to the conclusion that the conditions according to points 6 and 7 are fulfilled, the applicant will receive an offer of contract, which in particular regulates the scope of use and the way the Mark is affixed as well as the fees to be paid.

In the course of regular inspections, which must be carried out at least once a year, the Owner or an authorised representative appointed by him will check whether the conditions set out in point 6 are still fulfilled, in particular whether the GLOBALG.A.P. certification is still valid.

9. Rights and obligations of the parties in the case of violation of the Mark

The person entitled to use the Mark may, with the consent of the Owner of the Mark, bring an action for infringement of the mark himself, provided that he has his own claim for compensation for the damage suffered by the person entitled to use the Mark as a result of the unauthorised use of the Mark or similar sign.

----- End of Regulation on Use -----