

Conditions of use for the oSa trademark

1. oSa trademark

The protected oSa trademark has the following appearance:



2. Licensing

- 2.1 The oSa licenses its members, on application, to use its trademarks in accordance with the conditions below for specific abrasive products manufactured by the members themselves.
- 2.2 Application must be made on the enclosed application form to the oSa Secretariat, Oxfordstrasse 8, 53111 Bonn, in which the applicant undertakes to manufacture, appraise and sell its abrasive products on the basis of the minimum standards set out at 3 below. Applications must be accompanied in particular by evidence that the requirements with regard to the abrasive products, the testing of the abrasive products in the manufacturer's production plant and the marking of the abrasive products have been satisfied. The oSa reserves the right to verify all previously mentioned prerequisites for membership by an independent expert nominated by the oSa (or by a test institute recognized by the oSa), who appraises one or several of the applicant's manufacturing plants. At the oSa's request, evidence is to be supplied by an independent expert appointed by the oSa – or optionally by one of the oSa-approved testing institutes – who will inspect one or more of the applicant's production facilities. The expert will be appointed from a list kept by the oSa secretariat. The cost of the inspection will be borne by the applicant. The verification of the application may be made conditional on the payment by the applicant of a reasonable advance on this cost.
- 2.3. The Board of the oSa decides on the application at its own discretion. Even in the event of the fulfillment of all the above-mentioned conditions, there is no automatic entitlement to a positive decision, as long as there are any doubts left.
- 2.4 The entitlement of subsidiary or affiliated companies of any oSa member to use the oSa trademarks for abrasive products manufactured by such companies will be subject to the following conditions:
 - Prior notification of a participation in excess of 50% and evidence thereof presented to the oSa in the form of confirmation by the appropriate office of the German Chamber of Industry and Commerce.

- Evidence of contractual agreements by virtue of which the member can make certain that the requirements of the oSa with regard to the abrasive products manufactured by their subsidiary or affiliated companies are adhered to in every respect and evidence that this is actually the case. The provision of evidence is governed by 2.2 above.

Members will be responsible for ensuring that these conditions are satisfied at all times. Otherwise they will be in breach of their obligations to the oSa and 8 below will apply.

3. Basic principles

Regarding the abrasives requirements, internal and/or external inspection and testing are subject to the safety codes for prototype testing, identification tests or control checks, and the test procedures and conditions each described in the Technical Annex with the worldwide most stringent requirements in the most up-to-date version. These basic principles are currently based on

CEN standards for safety requirements for abrasives

- Safety requirements for bonded abrasive products
EN 12413
- Safety requirements for superabrasives (diamond or boron nitride)
EN 13236
- Safety requirements for coated abrasives
EN 13743

Regarding the manufacturing conditions, the requirements stipulated in the Ethical Annex in the most up-to-date version are applicable.

4. Use

- 4.1 The oSa trademarks may only be used for such abrasive products that satisfy the conditions referred to at 3 above and the use of which has been permitted in writing. In so far as the relevant EN-Standards stipulate requirements for marking, these must be adhered to. This applies especially to the indication of the respective EN-Standard on the abrasive product. Irrespective of other regulations in the EN-Standards, the oSa trademark must always be affixed to the abrasive products themselves and, where required, additionally to their packaging or advertising material.

They may only be used in the colours **black**, **orange** and **white** in accordance with the templates on the enclosed CD and may not be altered in any other respect. The use of other colours is not permitted.

- 4.2 As a further binding condition, it is stipulated that

- the **orange** oSa trademark may only be used for letters, catalogues, brochures, posters, badges and other advertising media.
- only the **black** and the **white** oSa trademark (the latter also as a negative) may be used to mark abrasive products.
- only the full oSa trademark (no lettering) may be used and not parts thereof.
- the oSa trademark may not be incorporated, either in whole or in part, into company names, company logos or other advertising media, but must always be shown in isolation.
- it is permitted to increase or reduce the size of the oSa trademarks.

4.3 The additional marking of abrasive products and packaging bearing the oSa mark with designations, symbols, logos, seals, numbers, etc. of third parties, in particular with those of other testing or safety institutes such as the DSA, MPA or TÜV is not permitted, as long as there is no national legal requirement. It is, however, permitted to mark abrasive products and packaging with the applicant's own company designations, symbols, etc. which are clearly and unambiguously recognisable as such. Upon the oSa's request, a sample of the abrasive products or packaging marked in this way has to be presented to the oSa-office.

5. Private label

- 5.1 A "private label" customer is defined as a member of the oSa or a non-member who wants to market grinding tools (which have been manufactured by a (/another) member of the oSa whilst maintaining all of the conditions permitting the product to be labelled with the oSa trademark) under his own trademark or business label (which is clearly and unquestionably recognizable as such) and who also wants the tools to bear the oSa trademark. It is immaterial whether the oSa trademark has been attached directly by a member of the oSa producing the grinding tools, or whether the customer of this member has been given permission to do this on the basis of these conditions of use for the trademark.
- 5.2 The oSa secretariat will issue applicants with a unique 5-digit number for each private label customer as specified in 5.1. The applicant will undertake to allocate each number only once to each individual customer. The trademark user undertakes that either he himself will mark with the appropriate 5-digit number the grinding tools bearing the oSa trademark which are to be supplied to the private label customers, or that he will oblige his "private label" customer to do so. If new private label customers are added subsequently, the trademark user will be issued with further numbers on written request.
- 5.3 The numbers must be affixed to the abrasive products in such a way that they are not in direct contact with the protected oSa trademark. Otherwise, the oSa trademark must not be used.
- 5.4 The numbers issued to the trademark user by the oSa secretariat will not be made public but will be kept under lock and key at the oSa secretariat.

- 5.5 The member is also responsible for the continual fulfilment of these conditions on the part of his “private label” customer. He is obliged to inspect his grinding tools which have been distributed by this customer in this respect, by means of ongoing sampling, and to inform the oSa immediately should there be any indication of a breach of these conditions of use for the trademark (particularly in the situation where grinding tools originating from non-members of the oSa are being distributed under the oSa trademark.) In this event, the member of the oSa is obliged, without restriction, to provide information with regard to his business with “private label” customers which is relevant in this respect. If he does not do this, the member is in violation of his obligations to the oSa, and Figure 8 applies.

6. Guarantee and liability

The applicant alone must account to the oSa for the safety of his products. He must provide evidence in his application that he has adequate product liability insurance. The oSa, its executive bodies and representatives will accept no liability. The applicant must, at first request, indemnify the oSa, its executive bodies and representatives against any claims by third parties in connection with his products.

7. Monitoring

- 7.1 The trademark users must report any contraventions of these conditions of use that they find to the oSa secretariat. The oSa will investigate such reports without delay.
- 7.2 Each trademark user must himself ensure that he adheres to the conditions for using the oSa trademark. It will be his duty to continuously monitor the safety of his abrasive products. He must carefully document and record the production and supply of the abrasive products to be marked with the oSa mark and internal factory tests. The chief executive of the oSa or a neutral person appointed by him, who is obliged to maintain confidentiality vis-à-vis third parties, will be entitled to inspect these records on justified suspicion of contravention. The trademark user will bear the cost of such inspection. The same will apply if the trademark user’s tests are conducted by oSa-approved testing institutes.
- 7.3 The board of governors may order samples to be requested or taken on the trademark users premises to allow testing to be carried out. They may also be taken in the marketplace. Requested samples must be handed over without delay.
- 7.4 The testing institute charged with the task must issue a certificate for each test result. The oSa and the trademark user will each receive a copy of the certificate.

8. Measures to be taken in the event of contraventions and exclusion from the oSa

- 8.1 Where a contravention of these conditions for use is found, the board of trustees has in particular the following measures at its disposal. The right of the oSa to call on the assistance of the national courts to deal with the infringement of its trademarks, including in actions against members, will not be affected.

- 8.1.1 Additional requirements with regard to the trademark user's own monitoring system,
 - 8.1.2 Increase in external monitoring,
 - 8.1.3 Warning,
 - 8.1.4 A proportionate contractual penalty, the amount of which will be set by the board of trustees at its reasonable discretion and tested by the competent court in the event of a dispute,
 - 8.1.5 Temporary or permanent withdrawal of the right to use the oSa trademarks.
- 8.2 The measures referred to at 8.1 above may be combined.
- 8.3 Authorisation to use the oSa trademark may be withdrawn temporarily or permanently from trademark users who infringe the conditions for use of the trademarks repeatedly or seriously. Permanent withdrawal may be accompanied by exclusion from the oSa as laid down in Section 6, Subsection (6) letter d) of the oSa constitution. In this case, the original of the charter must be returned to the oSa at first request.
- 8.4 The cost of all these measures will be borne by the trademark user.
- 8.5 The member concerned must hear the accusation made against it before any measures are taken. There is no requirement for the member to be given a hearing in respect of the measures to be taken.

9. Appeal

The member concerned will be entitled to lodge an appeal with the chief executive of the oSa against any measures specified in 8 above and call in the arbitration committee within 2 weeks upon receipt of the appeal at the oSa-headquarters after it has been notified of the decision of the board of governors. Such appeal will have no suspensory effect.

10. Announcements

The oSa has the right to make public both the members of the oSa and the withdrawal of authorisation to use the oSa trademarks, naming the parties concerned in suitable media.

11. Amendments

In order to be effective, amendments to these conditions of use, including those of an editorial nature, require a decision of the board of governors (see Section 9, Subsection (2) d) of the oSa constitution).

12. Entry into Force

These conditions enter into force on 22 November 2006 and are applicable with immediate effect.

I/We recognize as binding on my/our company the conditions of use stipulated above.

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(Place and Date)

.....
(Company Stamp and Signature)