



REDcert² Terms of Use for the Logo, Product Seal and Claims

Version RC² 1.0

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This document comes into force with immediate effect, subject to a 12-month transition period from **27 September 2026**. This transition period does not constitute an exemption from statutory or regulatory requirements. Where statutory provisions stipulate stricter or earlier requirements, these shall take precedence.

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Summary of changes

This version of the REDcert² Terms of Use has been completely revised and restructured. Due to the scope of the changes made and the need to take account of current legal and regulatory requirements, the changes compared with the previous version are not listed individually. The current version fully replaces the previous version.

The REDcert² Terms of Use are reviewed regularly and, where necessary, adapted to reflect legal, regulatory, scheme-related and editorial developments.

1 Introduction

REDcert GmbH was founded in 2010 by leading associations and organisations in the German agricultural and biofuel sector. This was prompted by the requirements of the European Union's Renewable Energy Directive (RED) and the national sustainability regulations based on it.

The REDcert² certification scheme was initially developed in 2015 for the food and feed sector and extended in 2018 to cover the chemical and processing industries.

Food and feed sector

In the food and feed sector, the REDcert² scheme serves to verify that agricultural raw materials are produced sustainably throughout the entire value chain, from cultivation to marketing. In addition to the requirements of the REDcert-EU scheme, it is based on the internationally recognised criteria of the Sustainable Agriculture Initiative (SAI).

Chemical sector

In the chemical sector, REDcert² covers the certification of sustainable material flows outside the scope of the Renewable Energy Directive (RED). In particular, the scheme takes into account processes for the balance-based use of sustainable raw materials, such as biomass or recycled materials, in the chemical and processing industries.

Where raw materials, material flows or products are traded in accordance with the REDcert² scheme, or where REDcert² Certification is carried out, the REDcert² brand name, the REDcert² logo, the REDcert² product seal and the corresponding sustainability claims may be used for communication and marketing purposes, provided that the conditions set out in this document are met.

These terms of use are intended to ensure the consistent, correct and credible use of the REDcert² brand across all areas of application within the REDcert² scheme. They take into account the current requirements for communicating environmental and sustainability characteristics, in particular the requirements of Directive (EU) 2024/825 on empowering consumers for the green transition (EmpCo). The aim is to ensure transparent, traceable and factually accurate communication of the sustainability characteristics certified under the REDcert² scheme.

The terms of use describe the conditions for the use of the REDcert² brand name, the REDcert² logo, the REDcert² product seals and the associated claims; they set out the binding design and usage rules that must be followed; and they define the rights and

obligations of the respective users of the marks. Furthermore, they explain the consequences of misuse or non-compliant use.

The rules of use thus form the binding basis for transparent, consistent and scheme-compliant communication within the REDcert² scheme.

2 Scope

These rules of use apply to the use of all marks of the REDcert² scheme, namely

- the word mark 'REDcert²' (hereinafter the 'REDcert² mark')
- the REDcert² word and figurative mark (hereinafter the 'REDcert² logo')
- the 'REDcert²' quality marks (hereinafter the 'REDcert² product seal')

as well as for all associated sustainability claims within the framework of the REDcert² scheme in the food and feed sector, the chemical and manufacturing sector, and other industrial value chains.

They apply to all REDcert² scheme participants, accredited Certification bodies, REDcert² licence holders and other third parties authorised to use them.

The terms of use apply to any form of communication, presentation and marketing relating to REDcert²-certified raw materials, material flows, products or processes. This includes, in particular, use in business documents, digital and analogue media, product-related information, accompanying documentation, B2B communication and other promotional or public presentations.

The requirements set out in these Terms of Use must be complied with regardless of the relevant sector classification. This applies in particular to applications in the food and feed sector, the chemical and manufacturing sector, and at the interfaces between these sectors.

The use of the claims is permitted exclusively in accordance with the scheme requirements, the applicable design guidelines and the provisions of these terms of use.

In particular, the use of the marks or claims must not give the impression that there are properties, effects, performance characteristics or sustainability features that go beyond the requirements defined and verified within the REDcert² scheme.

Equally prohibited are misleading, inaccurate or unverifiable sustainability claims, as well as any other representations that are likely to mislead regarding a product's certification status, sustainability characteristics or a company's compliance with the scheme.

Use outside the scope of the REDcert² scheme or without a corresponding reference to the scheme is prohibited.

The detailed terms of use are set out in the following provisions of these Terms of Use.

3 Definitions

The following definitions apply to the interpretation of these Terms of Use. Terms in the singular also include the plural, and terms in the plural also include the singular, unless the context indicates otherwise.

a) **Bio-based product**

A product that consists partly or entirely of certified sustainable biomass and is sold as such.

b) **Business documents**

‘Business documents’ include, in particular, business letters, quotations, invoices, delivery notes, delivery specifications, freight and accompanying documents, copies of certificates and similar documents used in business transactions.

c) **Certificate**

‘Certificate’ refers to the document issued by an authorised Certification body confirming certification under the REDcert² scheme. A ‘valid certification’ exists if the certificate is in force at the time of use of the mark and has not expired, been suspended, withdrawn or otherwise revoked.

d) **Certification body**

An independent accredited or recognised conformity assessment body which enters into an agreement with a voluntary scheme to provide certification services for the REDcert² scheme. To this end, it carries out audits of economic operators on behalf of the REDcert² scheme and issues certificates.

e) Claims

'Claims' are statements communicated in relation to a REDcert² Certification or to REDcert²-certified products, materials, processes or organisations. They serve to describe sustainability characteristics or Certification attributes and must be truthful, unambiguous, verifiable and compatible with the requirements of the REDcert² scheme.

f) Communication and advertising media

'Communication and advertising media' are all channels and platforms through which content is published or disseminated, e.g. print media, websites, social media channels, newsletters, video/audio formats, trade fair appearances, press relations, advertisements, brochures and presentations.

g) Design guidelines

'Design guidelines' are the specifications published by REDcert GmbH regarding the correct presentation and use of the marks (including colour values, minimum sizes, buffer zones, placement, permitted variants, accompanying text and prohibitions on alterations).

h) Licensee

An economic operator (natural or legal person) who, on the basis of a contract concluded with REDcert, is authorised to use the marks within the scope of these rules of use, without being a scheme participant.

i) Logo

'Logo' refers to the graphic representation (word/figurative mark) of REDcert² registered with the EUIPO.

j) Mark users

Mark users are natural or legal persons (here: scheme participants, licence holders and Certification bodies) to whom REDcert grants the right to use the logos, product seals and corresponding claims within the framework of a valid REDcert² scheme contract or a licence contract and in accordance with the applicable terms of use.

k) **Mass balance**

A chain-of-custody model based on ISO 22095:2020, which can be used to establish a link between information or claims relating to raw materials, intermediate products or end products.

l) **Misleading use**

‘Misleading use’ means any use of the mark that is likely to give third parties a false impression regarding an existing, valid or substantively appropriate Certification, the scope of Certification (e.g. locations, activities, goods flows) or product characteristics.

m) **Misuse**

‘Misuse’ means any use of the mark that contravenes these rules of use or the design guidelines. This includes, in particular, alterations to the mark, unauthorised combinations with other marks, use outside the certified scope of application, and use following expiry, revocation or suspension.

n) **Product seal**

‘Product seal’ refers to the guarantee marks protected by the EUIPO, which are provided by REDcert GmbH for product-related communication within the framework of the REDcert² scheme.

o) **REDcert² Add-on**

A voluntary add-on module to the REDcert² certification scheme, which enables the verification and certification of additional requirements or characteristics. A valid REDcert² certification is a prerequisite for its use.

p) **REDcert GmbH**

REDcert GmbH is the scheme provider and trademark owner.

q) REDcert² / REDcert² scheme

The REDcert² scheme is a voluntary scheme for sustainable agricultural raw materials in the food and feed sectors, as well as for sustainable materials and value chains in the technical and chemical sectors. It provides a transparent framework for the implementation of sustainability requirements and responsible procurement practices.

r) REDcert-EU / REDcert-EU scheme

'REDcert-EU' refers to the sustainability certification scheme in the biofuel sector. The 'REDcert-EU scheme' comprises the regulations, guidelines, processes and documents that are essential for carrying out certification and participating in the scheme.

s) Scheme participant

An economic operator (natural or legal person) who is a contractual partner of REDcert and participates in the REDcert² scheme. Scheme participants bear the risk for the obligations for which they are responsible within the framework of the REDcert² scheme. Under the terms of the scheme contract, each scheme participant is entitled to use the marks in accordance with these terms of use.

t) Segregation

A chain-of-custody model based on ISO 22095:2020, in which certified and non-certified materials are physically separated from one another. Under certain conditions, however, consignments of materials may also be mixed with materials possessing different sustainability characteristics.

u) Mark

'Mark' refers to the word marks 'REDcert²' as well as the word/figurative marks and certification marks containing the word element 'REDcert²' and, where applicable, any other word/figurative marks, logos or graphic variants authorised by REDcert GmbH, provided that these are listed in the applicable terms of use.

v) Use of the mark

'Use of the marks' encompasses any use of the marks, in particular in advertising, public relations, business documents, digital media, or accompanying information, presentations and other forms of communication, irrespective of the medium used.

w) Word mark

'Word mark' refers to the word mark registered with the EUIPO or the designation 'REDcert²', irrespective of font, spelling or incorporation into running text, provided that it is used in connection with the REDcert² scheme.

4 Legal Notice, Disclaimer

These terms of use set out the conditions and requirements for the use of the logos and corresponding sustainability claims. Compliance with these terms of use does not guarantee the legal validity of any specific use, representation or communication. The terms of use serve solely to describe the scheme-related requirements and do not constitute legal advice. They are no substitute for a legal review or individual legal advice in specific cases.

REDcert has drawn up these terms of use to the best of its knowledge. Due to the complex legal situation, in particular the uncertainty regarding the specific implementation of the provisions of the 'Empowering Consumers for the Green Transition Directive' (EmpCo Directive), **REDcert accepts no liability for the legal admissibility of such use.** This also applies to the use of product seals featuring so-called 'Standard Claims' (see section 6.4.2 et seq.). Compliance with the applicable statutory and regulatory requirements is the responsibility of the respective user.

Users are therefore obliged to independently verify the use of the marks and corresponding claims to ensure that the legal requirements applicable in the respective target markets are met. This applies in particular to requirements under competition law, specific labelling regulations and other relevant national and international legislation.

It is the sole responsibility of the user to ensure that the use of the marks and corresponding claims is legally permissible. In particular, such use must not lead to misleading statements or give the impression that products, processes or companies possess properties, effects, performance characteristics or sustainability features that go beyond the requirements defined and verified within the REDcert² scheme.

Any use of the marks or corresponding claims that does not comply with the provisions of these Terms of Use is prohibited.

Unauthorised or improper use will be pursued by REDcert and entitles REDcert, in particular, to take the measures provided for in these Terms of Use, the scheme documents or the contractual agreements. Further claims, in particular claims for injunctive relief and damages, remain unaffected.

5 Principles of Use

The use of the marks and corresponding sustainability claims is only permitted provided that a valid certificate and a scheme contract, a valid framework contract on neutral audit and control activities, or a licence contract are in place.

The right of use is linked to the relevant Certification, authorisation or licence and applies only for the duration of their validity and within the approved areas of application.

Use is conditional upon compliance with the relevant scheme requirements or the ability to demonstrate compliance with the underlying sustainability requirements.

The logos and claims used must be accurate, clear and comprehensible in terms of content, message and presentation, and must refer exclusively to the characteristics defined and verified within the REDcert² scheme.

In particular, use must not:

- be misleading,
- give the impression of more extensive or unverified characteristics,
- go beyond the requirements defined in the REDcert² scheme, or
- suggest a connection to the scheme that does not in fact exist.

Use is permitted exclusively within the framework of the conditions set out in these Terms of Use and in compliance with the applicable design guidelines.

Use ceases upon the expiry or withdrawal of the relevant Certification or authorisation to use. Further provisions regarding breaches and sanctions are set out in Section 9 .

6 REDcert² Design Elements

The REDcert² design elements described below serve to ensure consistent and transparent identification within the context of external communication in B2B (business-to-business) and/or B2C (business-to-consumer) contexts. They enable authorised users – scheme participants, Certification bodies and licence holders – to represent their respective roles within the REDcert² scheme and, where permitted for the relevant user group, to establish a link to correspondingly certified products or processes.

The design elements comprise the REDcert² logo, the banners and the REDcert² product seals. They are legally protected and may only be used by authorised users and solely in accordance with the provisions of these Terms of Use.

The individual design elements are described in more detail in the following sections.

6.1 REDcert² Product seals

6.1.1 Purpose and Scope of Application

The REDcert² product seals are protected as certification marks at the EUIPO and serve as graphic identification elements for product-related communication within the framework of the REDcert² scheme, primarily in a B2C (business-to-customer) context. They identify products that are certified in accordance with the requirements of the REDcert² scheme. The use of the REDcert² product seals is permitted only in compliance with the conditions set out in these terms of use.

The REDcert² product seals may only be used in connection with appropriately certified products. This is subject to compliance with the product-specific requirements of the REDcert² scheme and the proper communication and documentation of the relevant sustainability information throughout the supply chain.

The specific version of the REDcert² product seal to be used depends on the type of sustainable raw material used (e.g. bio-based, recycled) and the underlying accounting approach (e.g. mass balance or segregation). Use of the seal is conditional upon the relevant specific requirements of the REDcert² scheme having been met and verified by a valid Certification.

6.1.2 Authorised Users

Use of the REDcert² product seals is permitted exclusively to authorised users. These include:

- **REDcert² scheme participants** with a valid certificate in which the products are also listed as an annex, and
- **REDcert² licence holders** with a valid licence contract (only required for private label products)

Use is permitted only for those product seal variants for which the relevant requirements set out in these terms of use are met.

6.1.3 Use of the Product Seals

The use of the REDcert² product seals is restricted to product-related applications (**on-product**). They may only be used on products, product packaging and in sales and marketing materials directly related to the respective product. Use in general corporate communications or for company-related sustainability claims (off-product) is not permitted.

Scheme participants and licence holders must ensure, through clear design and wording, that the use of the product seals refers exclusively to the products or materials that have actually been certified. Any use that could give the impression that non-certified products, product components or the entire company are certified is prohibited.

6.1.4 Design and Presentation

The REDcert² product seals must be used exclusively in the versions provided by REDcert GmbH.

The relevant REDcert² product seal may only be used in conjunction with the corresponding banner.



REDcert² product seal

Example: REDcert² product seal with banner

Use of the product seal without the banner is not permitted. The requirements for the claims contained in the banner are set out in the 'Claims' section of these terms of use.

The specific requirements regarding design, size, colour scheme and placement are set out in the applicable design guidelines. Alterations, imitations or other deviations from the designs provided by REDcert GmbH are not permitted.

The REDcert² product seals are used to label products with verified sustainability characteristics within the framework of the REDcert² scheme. Their use is permitted exclusively under the conditions set out in the REDcert² scheme documents and these Terms of Use.

6.1.5 REDcert² Product Seals for the Chemical and Technical Sectors

Certified recycled and bio-based materials or products that meet the requirements of the REDcert² scheme may be labelled with the REDcert² product seals shown below. The permissible version of the product seal depends on the type of sustainable raw material used and the underlying chain-of-custody model.



(1)



(2)



(3)



(4)

Figure1 : REDcert² product seals for bio-based and recycled materials and products

Product seals 1 and 3 may only be used for recycled or bio-based materials and products manufactured in accordance with the 'Segregation' or 'Controlled Blending' chain-of-custody models (further information on this is available at www.redcert.org/en-us/). This is

subject to the condition that the physical presence of the certified recycled or bio-based materials in the product is guaranteed.

Product seals **2** and **4** may only be used for recycled and bio-based materials and products manufactured in accordance with a **Mass balance** category Chain of Custody model. Due to the way sustainability characteristics are attributed, there is no guarantee that the certified recycled or bio-based materials are actually physically present in the product.

If both recycled materials and bio-based or sustainably produced inorganic materials are used as part of the Certification process, the combined product seal shown in Figure 2 may be used to label the relevant products instead of multiple product seals. Sustainably produced inorganic materials can, for example, be manufactured using electricity from renewable energy sources in electrolysis processes or through the use of sustainable reducing agents.



Figure2 : General product seal for products containing mixed or unclassifiable materials.

6.1.6 REDcert² Product Seal for the Food and Feed Sector

Products manufactured using certified sustainable agricultural raw materials and which meet the requirements of the REDcert² scheme may be labelled with the REDcert² product seal shown below.



Figure3 : REDcert² product seal for the food and feed sector

The product seal (1) for the **segregation and controlled blending chain-of-custody models** may only be used for products where the physical presence of the certified sustainable agricultural raw materials used in the product is guaranteed.

The product seal (2) for the **'Mass balance' chain-of-custody model** may only be used for products to which the certified sustainable characteristics are attributed on a mass balance basis. The use of this product seal does not imply that the certified sustainable agricultural raw materials used are physically present in the product.

6.1.7 Provision of the REDcert² Product Seals

The REDcert² product seals are provided exclusively by REDcert GmbH.

The relevant product seals must be requested via the email address **claims@redcert.de**.

From 1 January 2027, the REDcert² product seals will be made available for download exclusively via the REDcert database in the 'Material' section.

6.2 Claims

6.2.1 General Requirements for Claims

The following requirements apply to all promotional or commercial sustainability claims relating to the REDcert² scheme, a REDcert² Certification, a REDcert² Add-on or the associated sustainability characteristics of materials or products. These claims are referred to below as 'claims'.

The requirements apply both to communication between businesses (business-to-business, B2B) and to communication with consumers (business-to-consumer, B2C), unless otherwise specified in the provisions below.

In addition to the requirements of this section, scheme participants in a B2B context must comply with the reporting, documentation and information obligations set out in the REDcert² scheme documents.

The authorisation to use REDcert² claims is directly linked to a valid certificate. If the certificate expires, is revoked, suspended or placed on hold, the authorisation to use the relevant claims ceases with immediate effect. REDcert² claims may only be used for periods during which a valid certificate is in force.

Every statement must be factually accurate, transparent and comprehensible and verifiable by third parties. Claims must be capable of being substantiated by appropriate evidence. Misleading, unclear, unsubstantiated or scientifically unfounded statements are not permitted.

Claims may relate exclusively to the materials, products, components, packaging and/or packaging components that have actually been certified. It must be ensured that claims cannot be falsely extended to non-certified materials or products, other products or product groups, or the company as a whole.

In connection with REDcert² claims, only statements that correspond to the actual properties and the scope of certification of the respective material or product may be made.

In particular, it must be ensured that:

- the type of Certification or chain-of-custody model is accurately stated,
- it is clearly apparent when a claim relates only to part of a product, a specific component, the packaging or a packaging component,
- no statements are made that suggest a physical proportion of sustainable materials or raw materials is present, unless this can be verifiably demonstrated, and
- no misleading statements are made or statements that go beyond the actual scope of certification.

The specific requirements for the formulation of individual claims, as well as the applicable conditions, are set out in the following sections of these Terms of Use.

6.2.2 Standard Claims

The sole use of the product seal without supplementary information is not permitted. Each product seal must be supplemented by further details regarding the underlying sustainability characteristics. For this purpose, as shown in Figure 4, the area immediately adjacent to the seal is used ('banner'; with or without a frame).

Product seal with a frame (example):



Product seal without a frame (example):



As a general rule, the product seal and the accompanying banner must be displayed together. If, in exceptional cases, this is not possible for design or technical reasons, the information contained in the banner may be provided elsewhere on the product or packaging via a clear reference (e.g. an asterisk note). The reference must ensure a clear link between the product seal and the associated information.

The asterisk note and the explanatory text must be clearly visible and easy to find. In all cases, the information required to understand the product seal must always be available on the same communication medium (i.e. on the same packaging or on the same leaflet). The necessary information described here and in the following sections must not involve any breaks in the medium (e.g. product seal on the packaging, claim only available on a website after scanning a QR code).

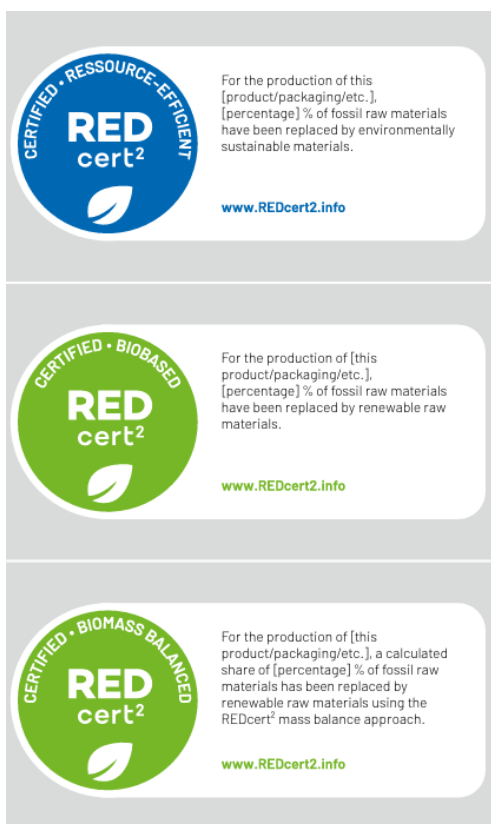
In light of competition law requirements, REDcert recommends providing an additional **reference** on the product or its packaging **to further information** regarding the communicated sustainability characteristics of the respective REDcert²-certified material or product. QR codes, links or similar references may be used for this purpose. The further information should, in particular, explain the sustainability characteristics communicated on the product and aid understanding of these characteristics in relation to the specific product.

The responsibility for providing such information and for its content lies with the relevant company. QR codes, links or similar references are **not** part of the banner and must be placed outside the product seal or banner.

QR codes, links or similar references may only be used to provide further information. The claims required for understanding the REDcert² product seal must not be made accessible via these references.

The claims specified by REDcert for the labelling of products in the chemical sector and in the food and feed sectors are set out below. The wording may be used as shown. Placeholders must be replaced with the relevant product, material or raw material designations (or similar) and the corresponding certified percentage and adapted to the specific products.

REDcert² product seal with standard claim for the chemical sector



The following product seals with standard claims may only be used if the recycled materials are so-called post-consumer recycled materials (PCR) – that is, recycled material obtained from end-consumer waste and reused as a raw material following appropriate processing. This serves to ensure clear and factually accurate communication with consumers, as statements regarding recycled materials are often understood by consumers as referring to post-consumer recycled materials.

For other types of recycled materials, in particular post-industrial recyclates (PIR), only the individual claims set out in section 6.2.3 are permitted.



REDcert² product seal with standard claim for the food and feed sector (single-component products)

Segregation / Controlled Blending



Mass balance approach





The aforementioned product seals with standard claims may only be used for **single-component products** in which the certified sustainable raw material is the sole raw material component of the end product, even if it is no longer present in its original form in the end product (e.g. sugar from 100% certified sustainable sugar beet or soya meal from 100% certified sustainable soya beans).

In the case of **multi-component products**, however, a product seal with an individual claim in accordance with section 6.1.6 must be used. The individual claim must clearly indicate which component or components are certified as sustainable and what proportion of the product they represent. This applies regardless of the quantitative proportion of the respective component in the overall product.

The labelling serves to provide transparent consumer information and is intended, in particular, to prevent the impression arising that the entire product is certified as sustainable when the Certification relates only to individual components.

6.2.3 Individual Claims

In addition to the standard claims provided by REDcert, custom claims may be used provided they comply with the requirements of these Terms of Use. For the use of custom claims, REDcert provides blank versions of the product seals with a banner for the respective product seal versions and areas of application within the REDcert scheme. The blank versions contain placeholders which may be replaced by the relevant permitted custom claims. The web address **www.redcert2.info**, as specified by REDcert in the blank versions, forms an integral part of the banner design and must not be removed, replaced or altered. Further information on the REDcert scheme is provided via this web address. For additional company-specific web addresses, QR codes or similar references, the guidelines set out in section 6.2.2 apply.

REDcert provides corresponding blank versions for all approved product seals and areas of application within the REDcert scheme.



Figure4 : Blank version of a product seal with a banner (example)

Different, individual claims are permitted provided they comply with the requirements of these terms of use and do not contain any misleading or unverifiable statements.

If alternative claims are used, they must contain at least the following information:

1. Substitution rate or certified sustainable content.
2. Clarification as to whether the information relates to the entire product, part of the product, a component of the product, the packaging or individual packaging components (see section 6.2.4.1).
3. For products containing materials from different material categories, the claim must clearly state which material categories are taken into account. Care must also be taken to ensure compliant communication when selecting the material-specific description (see section 6.2.5).

4. Where applicable, include a statement indicating that a mass balance chain-of-custody model has been applied (see section 6.2.6).
5. Should claims relating to greenhouse gases (see section 6.2.7) or the use of renewable electricity (see section 6.2.8) be made, specific communication requirements must be met.

Sustainability and environmental statements must be clear, specific, comprehensible and verifiable, regardless of whether they are used in a B2B or B2C context. The use of misleading, vague or generalised statements is not permitted.

The use of the term 'sustainable' and similar phrases may be subject to specific legal and regulatory requirements. Users must therefore ensure that such statements are permissible in the specific context in which they are used, factually accurate, sufficiently substantiated and not likely to give a misleading impression. Responsibility for compliance with the applicable legal and regulatory requirements lies with the user.

6.2.4 Product-Specific Requirements

6.2.4.1 Declaration of Partially Certified Products and Materials

If not all components of a final product are fully certified, the claim must refer clearly and unambiguously to the components that are actually certified as sustainable, as well as their specific percentage share.

In a B2C context, the information provided must be clear, comprehensible and easy for consumers to understand. Technical terms relating to materials, food technology or chemistry should therefore be appropriate for the target audience and avoided in B2C communication, provided that a description that is generally understandable is available. For example, the statement '100% certified bio-based cap' is easier for consumers to understand than the statement '100% certified bio-based HDPE' (only the cap is made of HDPE plastic).

If certified and non-certified materials are combined or processed in a product in such a way that they cannot be clearly distinguished from one another, statements regarding individual materials or components are only permissible if their origin is clearly identifiable and there is no risk of creating a misconception regarding the sustainability characteristics of the product as a whole. In particular, the wording of the claim must not give the impression that the statement applies to the entire product when it actually refers only to individual parts or components.

Examples:

If packaging consists of certified PET combined with non-certified barrier polymers, the impression must not be given that the entire packaging is made from certified sustainable materials.

If pet food consists partly of certified sustainable cereals and also contains conventionally grown vegetables and non-certified plant-based protein sources, the claim must not suggest that the product as a whole is fully certified sustainable pet food.

6.2.5 Raw Material- and Material-Specific Claims

The description of the relevant sustainability characteristics must correspond to the type of certified sustainable material or raw material used and must be clear, comprehensible and factually accurate. The chosen wording must be appropriate for the relevant target audience and must take into account the requirements of B2B or B2C communication.

Depending on the sector, different categories of sustainable raw materials may be relevant. The material-specific claims permitted for chemical and technical materials, raw materials and products are described in section 6.2.5.1. The material-specific claims permitted for materials, raw materials and products in the food and feed sector are set out in section 6.2.5.2 .

6.2.5.1 Chemical and Technical Materials, Raw Materials and Products

Materials from the chemical and technical sector can be subdivided into the categories listed below. Depending on the material used, the relevant material-specific claims must be used and clearly declared.

Bio-based materials, raw materials and products

For bio-based materials, raw materials and products, the following descriptions in particular should be used:

- 'bio-based'
- 'made from renewable raw materials'
- 'from renewable raw materials'

Recycled materials, raw materials and products

The following descriptions in particular should be used for recycled materials, raw materials and products:

- 'recycled'
- 'recyclate'
- "made from recycled material"
- 'post-consumer recycled material' or 'post-industrial recycled material' (where verifiable)

Sustainably produced inorganic materials, raw materials and products

For circular or recycled inorganic materials (e.g. recycled acids or reused minerals), the following descriptions in particular should be used:

- 'recycled'
- 'inorganic recycled material'
- 'secondary raw material'
- 'made from reused material'
- 'post-consumer recycled material' (where verifiable)
- "post-industrial recycled material" (PIR)

In the case of PIR, only individual claims may be used in conjunction with the corresponding REDcert² product seal. To aid the end consumer's understanding, terms such as 'recycled production residues' or 'recyclable industrial waste' should be used.

For **inorganic materials** in the manufacture, modification or reduction of which certified sustainable process materials or additives have been used (e.g. silicon produced using sustainable reducing agents), the following descriptions in particular should be used:

- 'using sustainable reducing agents'
- 'using sustainable process materials'

6.2.5.2 Materials, Raw Materials and Products in the Food and Feed Sector

For materials, raw materials and products from sustainable agriculture in the food and feed sector, the following descriptions in particular should be used:

- 'from sustainable cultivation'
- 'from sustainably produced raw materials'
- "from responsible agriculture"

If certification has been obtained using the Add-on modules to demonstrate Conformity with the requirements of the Sustainable Agriculture Initiative (SAI) or the Responsible Farming (ReFa) scheme, a corresponding reference may be included in the claim. Where reference is made to the SAI Add-on, the specific level of compliance achieved (**SAI Bronze, SAI Silver or SAI Gold**) must be explicitly stated.

The use of the term 'organic' and any phrases derived from it is generally prohibited in connection with REDcert² claims, as this may lead to confusion with organically produced products, biodegradable materials or the legally protected organic label.

In the case of **multi-component products**, it must be clearly identifiable to which raw materials or product components the sustainability claim relates and what proportion of the certified sustainable content they represent. This applies regardless of the quantitative proportion of the respective component in the overall product. The specification of the certified sustainable component(s) serves to provide transparent information on the scope of the Certification and is intended to prevent any misleading representation of the sustainability characteristics of the product as a whole.

6.2.6 Claims in the Context of the Chain-of-Custody Models

The validity of sustainability claims depends on the specific chain-of-custody model applied.

6.2.6.1 Segregation

For products manufactured in accordance with the '**Segregation**' chain-of-custody model, the following wording may be used:

- 'contains'
- "contents"
- 'consists of' / 'is made of'
- 'originates from' / 'comes from'

6.2.6.2 Controlled Blending

For products manufactured in accordance with the Controlled Blending chain-of-custody model, the phrases listed in section '6.2.6.1 ' may be used.

If the 'Controlled Blending' chain-of-custody model is applied, the exact percentage (X %) of the total product that is certified as sustainable must be stated.

6.2.6.3 Mass Balance

For products manufactured in accordance with the Chain of Custody model in the Mass balance category, the use of the aforementioned terms is not permitted if this could give the impression that sustainable materials are physically present in the respective product. When applying a Mass balance approach, balance- or process-related formulations must be used instead.

Suitable formulations include, for example:

- "A corresponding quantity of [material/raw material] was sourced as part of a REDcert² mass balance system."
- "In the manufacture of this product, X per cent of the fossil raw materials were replaced by [sustainable alternative] on a calculated basis using the REDcert² mass balance approach."
- "This product supports the use of certified sustainable raw materials through the application of the REDcert² mass balance approach."
- "The sustainable properties have been allocated to this product through a mass balance system."

6.2.7 Greenhouse Gas-Related Claims

Claims relating to greenhouse gas emissions may only be used by scheme participants if they have been determined and certified within the framework of the REDcert² 'GHG Add-ons'. In doing so, the methodology applied, the system boundaries of the Product Carbon Footprint (PCF) on which the calculation is based, and the underlying standard or regulatory requirement must be specified. Within the scope of a REDcert² claim, only the calculated Product Carbon Footprint (when using ISO 14067 or ISO 14040/14044) or the reported greenhouse gas savings compared to the fossil fuel comparator (when using the RED methodology) may be communicated.

Statements that draw a comparison with the industry average or other products, or that suggest a reduction, neutrality, offsetting or future achievement of greenhouse gas emission targets, are not permitted. This applies in particular to statements such as 'X% reduction in greenhouse gas emissions compared with product Y', 'climate-neutral', 'CO₂-reduced', 'CO₂-neutral', 'Net Zero' or similar phrasing. **Such statements fall outside the scope of the REDcert² scheme and may therefore not be derived from either a REDcert² Certification or a REDcert² Add-on.**

6.2.8 Claims Regarding the Use of Renewable Electricity

In the case of certification for 100% renewable electricity, claims regarding the use of renewable electricity are permitted, provided it is clearly apparent to third parties that the statement refers exclusively to the communicating company's own production or processing processes.

Examples of acceptable wording:

- "Manufactured using 100% renewable electricity at our site [location/plant]."
- "Our own processing of this product is carried out entirely using renewable electricity."
- "The final production of this product is carried out using renewable electricity."
- "We source 100 per cent renewable electricity for the manufacturing processes at our company."

It is not permitted to present the use of renewable electricity within one's own company in such a way as to give the impression that the entire value chain – including raw material

extraction, upstream supplier processes and transport – is based on the use of renewable electricity.

In particular, blanket or generic statements are not permitted unless their scope is clearly limited to one's own production or processing operations (see above).

This applies, for example, to statements such as:

- "Produced using 100 per cent renewable energy"
- "100 per cent green energy"

Such claims may give the impression that all upstream production and supply chain processes rely exclusively on renewable energy. Furthermore, care must be taken to ensure that reference is made exclusively to **renewable electricity** and not to **renewable energy**. Within the scope of the REDcert² Add-on, only the use of electricity is considered. Other forms of energy, in particular process heat generated by combustion, are not covered by the Certification.

Sustainability claims relating to greenhouse gas emissions or the use of renewable electricity throughout the entire value chain (cradle-to-gate or cradle-to-grave), may only be used if the relevant data for the entire supply chain has been verified under the REDcert² GHG Add-on and reported as a Product Carbon Footprint (PCF) or a comparable value.

Statements regarding emissions performance or the use of renewable electricity along the entire value chain may only be made on the basis of appropriate evidence.

6.2.9 Legal and Regulatory Requirements

The legal framework and regulatory requirements are constantly evolving at both national and international levels. Where statutory provisions or official requirements stipulate specific labelling, information or declaration obligations that deviate from the provisions of these Terms of Use, scheme participants may adapt their communications accordingly in order to comply with the law.

In doing so, the reference to the relevant legal or regulatory basis must be relevant to the company's position within the supply chain and objectively justified. Whilst upstream suppliers in the business-to-business sector may, for example, refer to sector-specific recycling rates or sustainability information, manufacturers must ensure that their communications with end consumers comply with the applicable consumer protection requirements.

Any deviations from the REDcert² scheme requirements that are based on statutory or regulatory requirements must be notified to REDcert **in writing** prior to their use.

Responsibility for the legal admissibility, factual accuracy and ongoing updating of such adapted statements lies, in these cases too, with the respective scheme participant.

The wording described in this section is primarily intended for brand owners in their communications with end consumers. Suppliers are advised to apply these guidelines.

6.3 REDcert² Logo

The REDcert² logo is a registered trade mark of REDcert GmbH and indicates participation in the REDcert scheme.



Use of the REDcert² logo is reserved exclusively for authorised users. These include, in particular:

- **Certified companies (scheme participants)** with a valid REDcert² certificate
- **REDcert²-accredited certification bodies** in connection with their activities within the REDcert² scheme and on the basis of a valid framework contract, as well as

The use of the REDcert² logo must accurately reflect the user's status within the REDcert² scheme.

- **Scheme participants** may use the logo to demonstrate their Certification in the context of corporate communications.
- **Certification bodies** may use the logo exclusively in connection with their activities as a certification body within the REDcert² scheme.

Use of the REDcert² logo is permitted exclusively in non-product-related contexts (**off-product**), in particular as part of corporate communications (e.g. on websites). Use in connection with individual products, their labelling or packaging (**on-product**) **is not permitted**.

The REDcert² logo must be used in the currently valid versions provided by REDcert GmbH and may only be used in its intended form. **The specific requirements regarding design, colour variants and use are set out in the currently valid design guidelines.** Any altered, supplemented or isolated use is prohibited, unless expressly provided otherwise.

The use of the REDcert² logo does not imply any statement regarding the Certification of individual products. *Product-related labelling or statements are permitted exclusively subject to the applicable conditions and are governed separately in these terms of use.*

The REDcert² logo is available for download in the 'internal area' of the REDcert database under 'Material'.

7 Languages

The terms of use are written in German and English. In the event of discrepancies, inconsistencies or ambiguities between the language versions, the German version shall prevail.

The REDcert² product seals and the associated claims are provided by REDcert exclusively in German and English. The use of the product seals and claims in other languages requires the **prior written authorisation of REDcert GmbH.**

In this case, the user is obliged to ensure that the translation of the product seals and claims provided by REDcert is technically accurate, linguistically correct and unchanged in terms of content.

8 Design Guidelines

The REDcert² logo and the REDcert² product seal must be used in accordance with the design guidelines set out below. These guidelines set out the binding requirements for the display and use of the logo and the product seal and ensure consistent and scheme-compliant use.

8.1 REDcert² Logo

8.1.1 REDcert² Word and Figurative Mark

The word mark (trademark number: 014328471) consists of two parts:

RED: Abbreviation for 'Renewable Energy Directive' = identifier of the subject matter, and is therefore strongly emphasised (capital letters, bold, black)

cert²: Abbreviation for 'Certification' = explanatory addition, and is therefore less emphasised; ² stands for an extension of the REDcert range of services and is intended to convey a sense of progressiveness

The **REDcert² logo** (trademark number: 014325435) consists of the word mark REDcert² (see above), framed by a dynamic blue arc that unifies the word and figurative mark, and a green leaf, which serves as a symbol of biomass and sustainability (figurative mark).



8.1.2 Variations in Presentation

Care must be taken to ensure that the REDcert² logo is displayed correctly. This enhances the recognition value of the REDcert² brand and ensures a consistent brand image.

The colour version of the logo is used as standard. The blue arc and the green leaf are always depicted with a colour gradient. This applies to both the colour version and the greyscale version.

A greyscale version of the logo is only available in justified exceptional cases where only black can be used as the printing ink. In addition, line-art versions of the logos are available for special cases such as laser technology or engraving.

An alternative version may only be used with the express authorisation of REDcert GmbH.

Farb-Darstellung

Graustufen-Darstellung

Strich-Darstellung


The logo is to be regarded as a fixed design unit. It must not be altered either as a whole or in its individual parts:

- it must not be scaled disproportionately
- the colours must not be altered
- individual elements must not be omitted or altered (e.g. scaled, rotated, moved)
- the logo's clearance area must be respected.

Do's
Don'ts

Proportionale Skalierung	 ✓	 ✗
Definierte Farbdarstellung	 ✓	 ✗
Feststehende Gestaltungseinheit	 ✓	 ✗

8.1.3 Clearance Area

To ensure that the logo or seal can make the best possible impression, the defined clearance area around the logo or seal must be observed. This area defines the minimum distance from other elements and from the edges of the design, as well as the minimum size of a white area around the logo.

The square clearance area is already integrated into the logo files and does not need to be calculated or created manually. When placing the logo file, care must be taken not to alter the placement frame around the logo.



8.1.4 Minimum Size

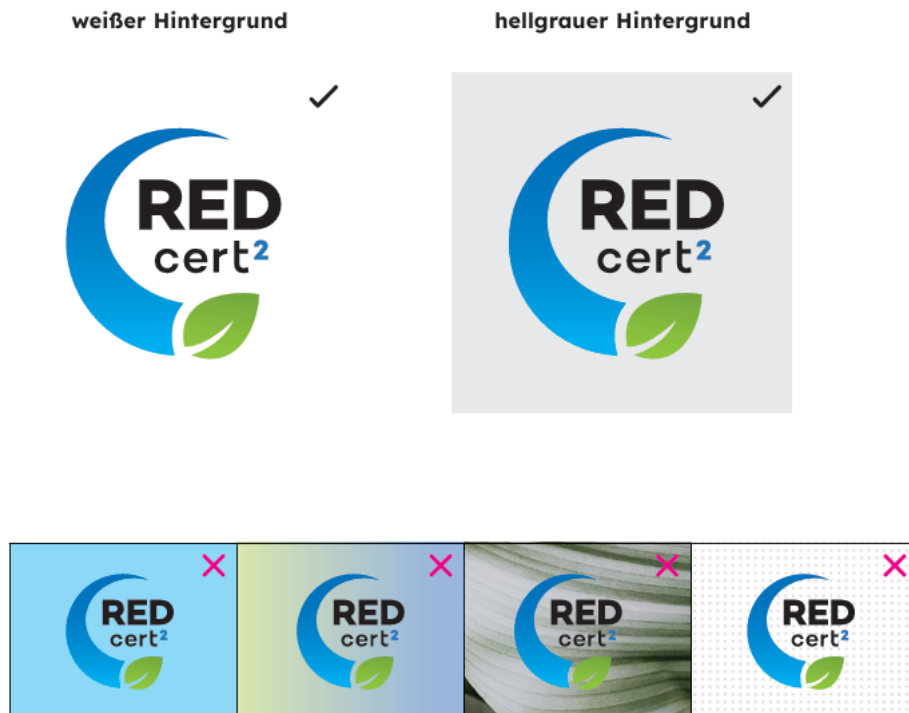
The logo is created in the logo files in the standard size of 30 x 30 mm. The minimum size of the logo is 22.5 x 22.5 mm (= 75 per cent of the standard size). This ensures that the logo remains clearly legible.



22,5 x 22,5 mm

8.1.5 Background

The logos must be positioned exclusively on a white background or a light grey surface – with a maximum black colour value of 10 per cent. Other colours, as well as gradients, photographs, patterns or textures, are not permitted.



8.2 REDcert² Product Seal

The **REDcert² product seal** is intended for on-product communication. In terms of content, it conveys specific messages without referring specifically to sustainability certification and is designed for application on products or product packaging

The REDcert² product seal consists of three parts

The product seal consists of a circle featuring the REDcert² word mark (trade-mark number 014328471) combined with the leaf from the figurative mark, as well as a surrounding lettering. The graphic elements and the lettering are depicted in white.

The specific design of the product seal depends on the material used in each case and the underlying chain-of-custody model. The permitted variants of the product seal are set out in section 6.2.2 .

8.2.1 Display Variants

The correct representation of the **REDcert² product seals** must be ensured. This enhances the recognition value of the **REDcert²** brand and guarantees a consistent brand appearance.

The coloured version of the product seals shall be used as the standard representation.

Only in justified exceptional cases where black is the only available printing colour, a grey-scale version of the labels may be used.

Farb-Darstellung



s/w-/Graustufen-Darstellung



Farb-Darstellung



s/w-/Graustufen-Darstellung



Farb-Darstellung



s/w-/Graustufen-Darstellung



The product seal is to be regarded as a fixed design unit. It must not be altered either as a whole or in its individual parts:

- it must not be scaled out of proportion
- the colours must not be altered
- individual elements must not be omitted or altered (e.g. scaled, rotated, moved)
- the logo's clearance area must be respected.

Do's

Don'ts

Proportionale Skalierung	 ✓	 ✗
Definierte Farbdarstellung	 ✓	 ✗
Feststehende Gestaltungseinheit	 ✓	 ✗

8.2.2 Clearance Area

To ensure that the seal can achieve its optimum visual impact, the defined clear space around the seal must be maintained. This clear space specifies the minimum distance to other design elements and format edges and ensures sufficient free space around the seal.

The rectangular clear space is already integrated into the provided label files and does not need to be calculated or created separately. When placing the seal, care must be taken not to alter the placement frame surrounding the seal.



8.2.3 Minimum Size

A minimum width of **70 mm** must be maintained for the seal. This minimum size ensures sufficient legibility and guarantees that all elements of the seal remain clearly recognizable.



8.2.4 Typographical Guidelines for Text in Product Seal Banners

For all text within the banners provided by REDcert, in particular placeholder text and custom claims, only the templates specified by REDcert may be used. The specified settings regarding font, font style, alignment, positioning and proportions must not be altered. All text must be inserted exclusively within the areas designated for this purpose. Only the 'Barlow Light' font specified by REDcert may be used. Any alteration or individual adaptation of the typographical design is prohibited.

9 Breaches and Sanctions

Breaches of these terms of use shall be deemed unauthorised use of the REDcert² mark. This is without prejudice to breaches of the scheme contract or scheme requirements, which shall be assessed and sanctioned in accordance with the applicable scheme documents and contractual provisions.

REDcert GmbH is entitled to take appropriate measures in the event of any form of non-compliant use in order to protect the integrity of the brand, the product seals, the claims and the certification scheme.

9.1 Breaches of the Rules of Use

A breach occurs if

- a) the logo or product seal is used without a valid scheme contract and/or without a valid REDcert² certificate and/or a valid licence contract,
- b) the graphic design elements, proportions, colours or minimum spacing requirements of the mark are not adhered to,
- c) the mark is used in connection with non-compliant raw materials, processes or supply chains.
- d) REDcert² claims or other sustainability, environmental or origin statements are used in a manner that is inaccurate, misleading, unverifiable or not in accordance with the applicable scheme requirements of the REDcert² scheme,
- e) the use of the REDcert² logo, product seal or claims creates a false impression regarding the certification status or the characteristics of a product or a company;
- f) Requirements regarding the graphic design, proportions, colours or minimum spacing of the mark are not complied with.

9.2 Sanctions

Depending on the severity of the breach, its consequences and the previous conduct of the scheme participant or licensee, REDcert will take measures to protect the integrity of the marks and the certification scheme.

In the event of serious or repeated breaches, REDcert will refer the case to the Sanction Committee.

This applies in particular to:

- serious breaches,
- suspected fraud or deliberate misrepresentation,
- misuse or misleading use of marks or claims,
- other repeated breaches despite a prior warning.

The Sanction Committee will examine the facts of the case and make a recommendation to REDcert regarding appropriate measures.

REDcert will take this recommendation into account when making its decision and will otherwise determine the sanction in accordance with the principle of proportionality.

a) **Warning letter**

A written warning setting a deadline and specifying the grounds for the complaint. The warning includes a demand to cease the unauthorised use immediately and to remove the content in question. This entails the user's obligation to amend, adapt or remove any content already published in digital and analogue media, marketing and sales materials, as well as in internal and external communications. The warning letter may be accompanied by a demand for contractual penalties of up to €30,000.

b) **Temporary suspension of the right of use**

Temporary withdrawal of the certificate and, consequently, of the right to use the mark until the infringement or infringements have been demonstrably rectified. To this end, follow-up inspections, subject to a fee, will be ordered.

c) **Temporary and permanent withdrawal of the right of use**

The temporary or permanent withdrawal of the right to use the mark may occur in particular:

- in the event of serious or repeated breaches,
- in the event of breaches of essential scheme requirements,
- in the event of misleading or unsubstantiated claims regarding sustainability, the environment or origin, or
- where proper use cannot be ensured.

Upon withdrawal, the right to use the mark ceases with immediate effect.

Resumption of use of the mark in question is only permitted with the written consent of REDcert. Consent will only be granted if

- the underlying breach has been fully rectified,
- all necessary corrective measures have been implemented and verified, and
- the severity of the breach does not preclude resumption.

d) **Initiation of further measures under the scheme**

Measures under the scheme contract, including the withdrawal of the certificate or the termination of the scheme contract.

Breaches of these Terms of Use by certification bodies are assessed and dealt with directly by REDcert on the basis of the Framework contract for Certification Bodies. In such cases, the Sanction Committee is not consulted. In particular, REDcert may order corrective measures, issue warnings, restrict or withdraw the right to use the mark, and take further contractual measures.

9.3 Expiry of the Right of Use

The right of use shall expire automatically:

- upon expiry or revocation of the underlying Certification or licence,
- upon termination of participation in the scheme,
- if the scheme participant no longer holds a valid REDcert² certificate, or
- if the conditions for use in accordance with these Terms of Use are no longer met.

Once the right of use has expired, any further use of the REDcert² marks, the REDcert² product seal or corresponding claims is prohibited.

9.4 Prevention of Damage and Protection Against Misuse

REDcert is entitled, in the event of serious or deliberate breaches, particularly in the case of deception, to take further legal action to prevent damage to the brand. This applies in particular to

- deliberately false statements,
- unauthorised use or imitation of the logo or product seals, and
- misleading or abusive sustainability claims, and
- unauthorised, deceptive or otherwise misleading environmental and sustainability claims.

9.5 Duty to Provide Information

Users who become aware of any potentially abusive or unauthorised use of the REDcert mark, product seal or claims are obliged to inform REDcert of this without delay.

REDcert is entitled to take legal action against any misuse. Such misuse may, in particular, give rise to claims for an injunction or damages.

Legal Notice

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