

TERMS OF USE – FSI-COMPLIANT LOGO

These terms of use (“**Terms of Use**”) govern the use of the FSI Compliant Logo as made available by FSI.

1. DEFINITIONS AND SCOPE

1.1. The following terms have the definitions as set out below:

- (a) “**FSI**” means Floriculture Sustainability Initiative aisbl located at Kortrijksesteenweg 203-3, 9830 Sint-Martens-Latem, Belgium;
- (b) “**FSI-Compliant**” means that the User produces flowers and plants under certification schemes recognised in the FSI Basket of Standards and meeting the relevant scope requirements.
- (c) “**FSI Logo**” means the FSI-Compliant-Logo as made available by FSI;
- (d) “**FSI Logo Requirements**” means the rules, conditions and visual guidelines established by FSI governing the authorised use, placement, reproduction and presentation of the FSI Compliant logo in communications, including the Logo Communications Guidelines.
- (e) “**FSI Basket of Standards**” means the list of certification schemes that have been benchmarked and recognised by FSI as meeting the relevant FSI requirements for responsible production of flowers and plants. The list is maintained and published by FSI and may be updated from time to time, see for the actual status: <https://www.fsi2030.com/basket/>;
- (f) “**Intellectual Property Rights**” means all intellectual property rights, including copyrights, patents, utility models, trademarks, service marks, design rights, database rights, proprietary information rights, know-how and all other intellectual or industrial proprietary rights as may or may hereinafter exist anywhere in the world;
- (g) “**Logo Communications Guidelines**” means the guidelines that describe the way the FSI Logo may be used and made visible, as set forth in annex 1.
- (h) “**Member**” means an organization or entity that is accepted as a member of FSI;
- (i) “**Non-Member**” means any organization or entity that is not a Member of FSI;
- (j) “**User**” means any Member or NonMember that makes use of the FSI Logo.

- 1.2. These Terms of Use apply to all Users.
- 1.3. The annexes to these Terms of Use form an integral part of these Terms of Use. Any reference to these Terms of Use shall be deemed to include the annexes.

2. FSI LOGO

- 2.1. The sole purpose of the FSI Logo is to enable the User to communicate to its business partners (other than consumers) that it is FSI Compliant.
- 2.2. The FSI Logo is not a certification, does not constitute a quality mark, product label or guarantee. Therefore User shall not be present or suggest the FSI Logo as such.

3. LICENSE

- 3.1. FSI grants the User a limited, non-exclusive, non-transferable and revocable license to use the FSI Logo, provided that User at all times fully complies with these Terms of Use.
- 3.2. The FSI Logo may only be used for the purposes and in the manner described in these Terms of Use.
- 3.3. The license is granted exclusively for the User's own communications to its business customers. The User shall not sublicense, distribute, make available, assign or otherwise permit third parties to use the FSI Logo.
- 3.4. User shall only use the FSI Logo if and as long as User is FSI Compliant and meets the FSI Logo Requirements. If User no longer is FSI Compliant, User shall immediately cease all use of the FSI Logo and remove it from all of its materials.
- 3.5. The FSI Logo may only be used in business-to-business (B2B) communications and shall not be used in business-to-consumer (B2C) communications or in general public communication (see Section 4 "Prohibited Use").
- 3.6. User shall at all times comply with the Logo Communications Guidelines set out in **annex 1**.

4. PROHOBITED USE OF FSI LOGO IN B2C CONTEXT

- 4.1. The FSI Logo shall not be used under any circumstances in a B2C context or in any communication directed at, or reasonably accessible to, consumers. Without limitation, the FSI Logo may not be used in or in connection with: consumer marketing or advertising materials; productlevel claims; product packaging, labels or tags; pointofsale materials; consumerfacing websites, webshops or digital platforms; transport, delivery or logistics materials visible to consumers; any other communication that could reasonably be accessible to consumers.
- 4.2. The User acknowledges that any use of the FSI Logo in a B2C context may constitute a violation of applicable consumer protection and greenwashing legislation, including but not limited to Directive (EU) 2024/825 (Empowering Consumers for the Green Transition Directive) and its national implementing laws, and may expose the User to regulatory enforcement, sanctions, fines and thirdparty claims.
- 4.3. Parties agree that any use of the FSI Logo in breach of this article shall constitute an irreparable breach of these Terms of Use and shall result in the immediate termination of the User's right to use the FSI Logo, without prejudice to FSI's other rights and remedies.

5. FSI RIGHTS

- 5.1. In the event User breaches any part of these Terms of Use, FSI may revoke or suspend the User's right to use the FSI Logo with immediate effect. In such event, the User shall as soon as possible and in any event within two (2) weeks of notification, stop using the FSI Logo and remove the FSI Logo from all materials, media, and locations in which it is used. In the event User fails to comply with the obligations in the previous sentence, User shall pay FSI a penalty of EUR 10.000 plus EUR 1.000 per day that User has continued to use the FSI Logo after the period of two weeks, without prejudice to the right for FSI to claim compensation of its damages beyond the forfeited penalty.
- 5.2. Without limiting the foregoing, FSI may at any time require the User to delete or cease use of the FSI Logo in specific cases or for specific uses, and the User shall comply with such request immediately.

6. USER'S RESPONSIBILITY

- 6.1. FSI acts as a benchmarking and convening platform. FSI does not certify products, producers or companies, does not issue any quality mark, and makes no representations or warranties regarding environmental or sustainability performance. Any use of the FSI Logo, and any sustainability or other claims associated therewith, are made at the User's sole responsibility and risk.
- 6.2. The User is fully responsible for all claims, statements and communications made in connection with the use of the FSI Logo, including ensuring that such use and any related claims comply with all applicable legal requirements and local laws.
- 6.3. FSI shall not be liable for any damage, loss or costs arising out of or in connection with the use of the FSI Logo by User, including but not limited to any claims of third parties resulting from the User's failure to comply with these Terms of Use or applicable laws and regulations. User shall indemnify, defend and hold harmless FSI and its officers, directors, employees, successors and assigns, from and against all claims, damages and costs arising out of or related to the use of the FSI Logo by the User.

7. RIGHTS OF INTELLECTUAL PROPERTY

- 7.1. All Intellectual Property Rights in and to the FSI Logo remain exclusively vested in FSI. Nothing in these Terms of Use shall be construed as transferring any Intellectual Property Rights to the User.

8. MISCELLANEOUS

- 8.1. These Terms of Use shall be governed by the laws of the Netherlands. Any dispute that cannot be resolved amicably shall be submitted exclusively to the competent courts of Utrecht, the Netherlands.
- 8.2. If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be replaced by a valid and enforceable provision that as closely as possible reflects the intent of the original provision, and the remaining provisions shall remain in full force and effect.
- 8.3. FSI reserves the right, at any time and at its discretion, to verify the User's compliance with these Terms of Use and the FSI Logo Requirements. For this purpose, FSI may:
 - request reasonable evidence, documentation or information relating to the User's certifications to determine whether the User is FSI Compliant and complies with the FSI Logo Requirements; and/or



- conduct, or appoint a third party to conduct, audits or compliance reviews, provided that such audits shall be reasonable in scope.

The User shall fully cooperate with any such request or audit and shall provide accurate and complete information without undue delay.

- 8.4. The User shall immediately notify FSI if it no longer meets, or reasonably expects that it will no longer meet the requirements to be FSI Compliant. In such case, the User shall immediately cease all use of the FSI Logo and confirm such cessation to FSI without delay.
- 8.5. FSI reserves the right to amend or update these Terms of Use at any time. The most recent version of these Terms of Use shall always prevail and can be found on the website of FSI.



ANNEX 1 – Logo Communication Guidelines