

# General Terms and Conditions (GTC)

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## Preamble

These General Terms and Conditions (hereinafter "GTC") govern the business relationships between fyncom GmbH, Ditmarstr. 42, 60487 Frankfurt am Main (hereinafter "Provider") and its business customers who use the Provider's services. Services for consumers are excluded from these GTC. The following provisions establish the binding framework for a reliable and professional collaboration — in the mutual interest of both parties.

## §1 Scope

(1) These General Terms and Conditions (GTC) apply to all contractual relationships between the Provider and business customers who order services from the Provider.

(2) Business customers are natural or legal persons acting in the exercise of their commercial or self-employed professional activity at the time of contract conclusion.

## §2 Subject Matter of the Contract

(1) The Provider renders services in the field of product evaluation, resulting in the award of a test seal. The evaluations are based on the Provider's proprietary PM-Method, an internal testing procedure with defined, transparent, and objective criteria. This does not constitute an official or external certification.

(2) In addition, the Provider offers services in the areas of reach expansion (e.g. content marketing), consulting for digital visibility, and design services (graphics, video, text). For content created under such additional services, the customer receives a simple, non-exclusive, unlimited license for use. Exclusive copyrights are not transferred.

(3) The exact scope of services is determined by the individually agreed license or service package. Amendments or supplements require written form.

(4) The Provider does not guarantee any specific outcome, particularly with regard to increased reach, visibility, or sales. The customer bears full responsibility for the lawful use of the test seal (§5). The seal may only be used in connection with the tested product and the results documented in the test report. Misleading use is prohibited.

### §3 Conclusion of Contract

- (1) The contract is concluded either through booking on the Provider's website or through acceptance of an individual offer.
- (2) By completing the booking on the website, the customer submits a binding offer. The contract becomes effective once the Provider confirms the booking in writing or in text form.
- (3) For customized services, the contract is concluded through acceptance of the Provider's offer. Acceptance is given in writing or in text form.
- (4) The Provider reserves the right to reject offers or bookings for valid reasons.

### §4 Scope and Execution of Services

- (1) Product evaluations are carried out in accordance with the PM-Method and the test parameters defined in the license package. The Provider may perform the tests personally or commission qualified third parties. The Provider may also adjust testing methods in line with the further development of the PM-Method, provided the essential scope of services remains unchanged.
- (2) After completion of the evaluations, the customer receives a detailed test report. If agreed, the report can also be provided in translated form. The customer also receives the booked test seals. Any rating results displayed in the seal (e.g. scores or grades) must be identified as results of the PM-Method. The customer must present the evaluation basis in a transparent way to avoid any misleading impressions.

### §5 Rights of Use

- (1) The provided license seals are protected by copyright. They may only be used within the scope of the duly acquired license and exclusively for the agreed license term. Any further use is not permitted.
- (2) The customer acquires a non-transferable license for a limited term, as defined by the respective license package. Unless otherwise agreed, the license is valid for one year and is automatically renewed for an additional year unless terminated in due time in accordance with §7 para. 5.
  - (2.1) Startup & Business package: The licensed seal may be used on the customer's website, online marketplaces, product packaging, and flyers.
  - (2.2) Premium package: In addition to the rights under §5 para. (2.1), the licensed seal may also be used for international advertising campaigns in TV and radio.
- (3) Any modification or alteration of the seal (form, color, content, language) is prohibited.
- (4) The seal may only be used for the tested product. Use for products differing only in color or packaging is permissible, provided such differences do not affect the product's essential properties. If the tested product is altered in a way that affects its essential characteristics, a new evaluation is required.

## §6 Termination and Consequences

(1) Upon termination of the contract, the customer's right to use the seal expires. The customer must immediately cease all use and remove the seal from all materials, websites, and other digital or physical media.

(2) In the event of a violation, particularly unauthorized use of the test seal after expiry of the license, the Provider may demand a contractual penalty amounting to 150% of the agreed annual license fee. This provision protects the integrity of the PM-Method and the trust consumers place in the awarded test seals — and thereby the value the seal represents for every licensee. Further claims remain reserved.

## §7 Fees and Payment Terms

(1) Fees are determined by the Provider's valid price list at the time of contract conclusion, unless expressly agreed otherwise. All prices are exclusive of statutory VAT unless stated otherwise.

(2) The invoice amount is due before the start of service delivery. In the event of default, the Provider is entitled to suspend or refuse service without further notice.

(3) The customer may choose from the payment methods offered on the Provider's website. The Provider may exclude specific payment methods at its discretion.

(4) In case of default, statutory interest applies. For reminders, the Provider may charge a handling fee of €10 per reminder. The Provider may claim a higher actual damage.

(5) The contract runs for the term specified in the license package. It is automatically renewed for one year unless terminated in writing at least 14 days before expiry of the current term.

## §8 Customer Obligations

(1) The customer must provide all information and materials required for testing in a complete and timely manner. This includes providing the product to be tested in one copy. Test products remain with the Provider after completion of the evaluation and will not be returned, unless expressly agreed in writing prior to contract conclusion.

(2) The shipping address will be communicated after contract conclusion. Shipping to the address given in the Provider's imprint is not permitted.

(3) If the testing is delayed due to late or incomplete provision of materials by the customer, deadlines will be extended accordingly. The Provider is not liable for such delays.

## §9 Liability

(1) The Provider is liable only for intent and gross negligence.

(2) In cases of slight negligence, liability exists only for breach of essential contractual obligations (cardinal duties). Liability is limited to the foreseeable, typical damage at the time of contract conclusion.

(3) The above limitations do not apply to damages to life, body, or health, or to claims under the Product Liability Act.

(4) The Provider is not liable for non-performance or delays caused by force majeure (e.g. natural disasters, wars, pandemics, government orders).

(5) The Provider will inform the customer promptly about the occurrence of force majeure events and their impact.

### **§10 Warranty**

(1) The Provider warrants the proper performance of services.

(2) Defects must be reported in writing without delay. The Provider must be granted a reasonable period to remedy them.

(3) Further claims exist only in cases of intent or gross negligence.

### **§11 Acceptance**

(1) The customer must inspect the delivered services immediately upon receipt and notify the Provider of any defects in writing within 7 days. If no notice is given within this period, the service is deemed accepted.

(2) Hidden defects that could not have been identified through reasonable inspection may be reported beyond this deadline.

### **§12 Data Protection**

(1) The Provider processes personal data of the customer in compliance with the GDPR and the German Federal Data Protection Act (BDSG).

(2) Details are set out in the Provider's privacy policy, available on the website.

(3) The customer has the right to request access, correction, deletion, or restriction of processing at any time, unless legal retention obligations prevent this.

### **§13 Amendments to the GTC**

(1) The Provider may amend these GTC where necessary due to legal requirements, technical changes, or other compelling reasons.

(2) Amendments will be communicated at least 14 days prior to taking effect. They shall be deemed accepted unless the customer objects in writing within this period. The Provider will specifically point out the right to object and the consequences of failure to object in the amendment notice.

#### **§14 Final Provisions**

(1) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). For customers outside the EU, only German law applies. For cross-border transactions within the EU, the provisions of Directive 2005/29/EC on unfair commercial practices apply additionally. Place of jurisdiction is Frankfurt am Main, insofar as legally permissible.

(2) If any provision of these GTC is or becomes invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid one which best reflects the intended economic purpose.

