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Issuance of PEFC Trademarks Usage Licenses



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Foreword

PEFC Austria (PEFC: Programme for the Endorsement of Forest Certification schemes) is a national organisation with the purpose of facilitating sustainable forest management through sustainable forest management certification and labelling of wood products. Consumers can trust that products carrying the PEFC label are made of raw material from sustainably managed forests, from recycling and/or non-controversial sources. PEFC Austria is a work group responsible for the standard setting and the administration of the Austrian PEFC scheme.

PEFC Austria standards are developed within an open and transparent procedure based on consensus and supported by consultation of a variety of stakeholders. Since 1999, PEFC Austria is full member of PEFC International whose strict endorsement procedure guarantees international recognition.

To improve the readability, the male form is used for all denominations of persons. It refers to all genders.

Introduction

The PEFC trademarks provide information relating to the origin of forest-based product in sustainably managed forest, recycled and other non-controversial sources. The PEFC trademarks are registered and owned by the PEFC Council, they can only be used based on a valid license issued by PEFC Austria as the PEFC authorised body in Austria.

The term “shall” is used throughout this document to indicate those provisions that, reflecting the requirements that are mandatory. The term “should” is used to indicate guidance that, although not mandatory, is provided as a recognised means of meeting the requirements. The term “may” used throughout this standard indicates permission expressed by this standard whereas “can” refers to the ability of a user of this standard or to a possibility open to the user.

1 Scope

1.1 This document sets out the rules for the issuance of licenses for PEFC trademarks to ensure legally compliant use with PEFC ST 2001.

1.2 PEFC Austria only issues the PEFC trademarks usage licenses to entities that are registered in Austria.

Note: Entities that are not registered in Austria shall apply for the PEFC trademarks license to the PEFC authorised body of the respective country or to the PEFC Council.

1.3 Concerning the PEFC trademarks, this document is based on PEFC ST 2001, PEFC GD 1004 and PEFC GD 1005.

1.4 Issuance of the PEFC trademarks usage licenses is subject to a valid contract signed between PEFC Austria and the PEFC Council as specified in PEFC GD 1004. In addition, the issuance of PEFC trademarks usage licenses to trademarks usage group B (Sustainable forest management) is subject to the valid PEFC endorsement of the Austrian PEFC scheme.

2 Normative references

The following referenced documents are indispensable for the application of this document. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies:

:

- PEFC AT ST 1001 PEFC-Standard for Sustainable Forest Management in Austria
- PEFC AT ST 1003 Group Forest management Certifications according to the PEFC-System in Austria – Requirements
- PEFC AT ST 1004 Requirements for Certification Bodies for Forest Management Certification
- PEFC ST 2001 PEFC Trademarks Rules - Requirements
- PEFC ST 2002 Chain of Custody of Forest and Tree Based Products – Requirements
- PEFC ST 2003 Requirements for Certification Bodies operating Certification against the PEFC International Chain of Custody Standard
- PEFC AT PB 4004 Complaint Procedure and Rules of Arbitration
- PEFC GD 1004 Administration of PEFC scheme
- PEFC GD 1005 Issuance of PEFC trademarks usage licences by the PEFC Council

3 Definitions

3.1 **Accredited certificate** is a certificate issued by a certification body within the scope of its accreditation that bears the accreditation body's symbol.

3.2 **PEFC authorised body** is an entity authorised by the PEFC Council to administer the PEFC scheme on behalf of the PEFC Council.

4 Conditions for issuance of the PEFC trademarks

4.1 General conditions

4.1.1 An entity applying for the PEFC trademarks usage license shall:

- a) be a natural person or a legal entity;
- b) agree to be listed on the publicly available Internet database operated by PEFC Council, PEFC Austria or another body, including the certification body's identification data and / or other data as specified by PEFC Austria;
- c) sign a PEFC trademarks usage contract with PEFC Austria (appendix).

4.1.2 Complaints and disputes relating to the issuance of PEFC trademarks licences shall be handled according PEFC AT PB 4004 (Complaint Procedures and Rules of Arbitration).

4.2 Specific requirements

4.2.1 User group B (Sustainable forest management): Forest owner / manager, shall hold or be covered by a valid, accredited forest management certificate issued against PEFC AT

ST 1001 and PEFC AT ST 1003 (in case of group certification) by a certification body that is notified by PEFC Austria.

Note: This includes participants of the group certification in natural growth regions.

4.2.2 User group C (CoC individual & multi-site certificate holders): Forest related industries, shall hold, or be covered by, a valid, accredited chain of custody certificate issued against PEFC ST 2002 by certification body that is notified by PEFC Austria.

Note 1: The term “be covered by” applies to situations where the entity applying for the PEFC trademarks usage license is a part of multi-site chain of custody certification.

Note 2: In case where the entity is covered by a multisite cross-country certificate with a central office located outside Austria, the certificate shall be issued by a certification body that is PEFC notified by the respective PEFC authorised body or by the PEFC Council.

4.2.2.1 The holder of multisite chain of custody certification whose central office is located in Austria can apply for multi-license covering the whole or a part of the scope of the multi-site certification provided that:

- a) the central office and the sites are a part of the same legal entity or
- b) the central office and the sites are a part of the same company with a single management and organisational structure.

Note: The multi-licence cannot be issued to a multi-site chain of custody certificate holder where the sites are independent legal entities without a single management and organisational structure and where the multi-site organisation has only been created for the purpose of the PEFC certification.

4.2.3 User group D (Other users, retailers and brands owners): Other users shall identify the purpose of the PEFC trademarks use that does not conflict with the objectives and good name of PEFC Austria and the PEFC Council.

5 Trademarks license contract

5.1 The trademarks user shall sign a license contract with PEFC Austria.

5.2 The license contract shall clearly define the extent to which the trademarks may be used, i.e. the trademarks user group as well as the scope of PEFC trademarks usage. In addition, the trademarks user shall be committed by the contract to conform to the PEFC Trademarks Rules (PEFC ST 2001).

5.3 The license contract can be dissolved in the following cases:

- a) Termination by one of the parties with a period of notice of three months after written announcement.
- b) Termination by PEFC Austria when the trademarks user does not comply with the PEFC Trademarks Rules (PEFC ST 2001) other requirements of a license contract. If there is reason to believe that there has been an infringement of this contract or the PEFC Trademarks Usage Rules – Requirements, then the license may, after prior warning, be suspended with immediate effect. If the licensee proves, that there is no infringement of the contract then the licence shall be re-issued with immediate effect.
- c) The termination, suspension or the expiry of validity of the contract between the licensor and the PEFC Council automatically leads to the prompt termination of this contract.

6 Validity of licenses

6.1 Trademarks licenses are valid for the following time periods:

- a) User group B: Validity of the forest management certificate and/or confirmation of participation in the group certification in natural growth regions.
- b) User group C: Validity of the chain of custody certificate.
- c) User group D: Validity of the agreement.

7 Penalties

7.1 PEFC Austria may impose, in case of user group B and C, a contractual penalty of an amount being one-fifth the market value of the products to which unauthorised use relates, unless the trademarks user proves that such unauthorised use was unintentional. In the latter case the penalty will be limited to 15.000 EUR.

7.2 PEFC Austria has the right to alter the amount of penalty demanded for the use in contravention of the contract. The change shall come into effect in the contract between PEFC Austria and the trademarks user three months and five days after the former has informed the latter, in writing, of the change.

8 Measures to ensure conformity with the trademarks usage rules

8.1 Where necessary, the trademarks user shall inform PEFC Austria about the usage of the trademarks, which is verified by (in the case of user groups B and C) by the respective certification body.

8.2 PEFC Austria shall implement the required measures, including legal action, to protect the PEFC trademarks and to appropriately respond to any violation of the trademarks usage rules.

Note: PEFC Austria requires certification bodies to assess the compliance with the PEFC Trademarks Rules (PEFC ST 2001) as a part of the relevant audits.

Appendix: Licence agreements for the use of PEFC Trademarks

Group B: Sustainable forest management

between

(1) **PEFC Austria** - Programme for the Endorsement of Forest Certification Schemes, Marxergasse 2, 4th floor, 1030 Vienna

and

(2) «**Company Name**», «**Street Address**», «**Postcode**» «**City**» (Licensee)

§1 Subject matter of the contract

The PEFC Council (PEFC International) has granted PEFC Austria the right to grant sub-licences for PEFC trademarks. PEFC Austria hereby exercises this right. The licensee is therefore granted the non-exclusive and non-transferable right to use the PEFC trademarks, whereby the term "trademark" continues to be used on the basis of previous use, in accordance with the "PEFC Trademarks Rules – Requirements" [PEFC ST 2001] as amended from time to time.

The licensee undertakes to comply with this guideline verbatim and to inform PEFC Austria immediately and truthfully of any changes in the identification data.

§ 2 Registration Number

PEFC trademarks may only be used with the following individual licence number:

«PEFC/06-xx-xx»

§ 3 Withdrawal of Licence

The licence may be temporarily withdrawn with immediate effect if there are reasonable grounds to suspect that the licensee has violated this contract. If it is proven by the licensee that there has been no breach of contract, the licence shall be reinstated immediately; if the suspicion is confirmed, PEFC Austria may withdraw it permanently. Termination, suspension or expiry of the validity of the recognition between PEFC Austria and PEFC Council (PEFC International) automatically leads to the termination of this contract. The licensee will not receive any compensation or damages from PEFC Austria due to a (temporary) withdrawal, suspension or termination of this contract.

§4 Termination

Either Party may terminate this Agreement without cause by giving three months' notice by e-mail to the last known address.

§ 5 Validity of the contract

The contract shall enter into force as soon as it has been signed by both parties. The contract shall remain valid unless the licence has been withdrawn in accordance with §3.

§ 6 Contractual penalty

In the event of a wilful breach of this contract, an appropriate contractual penalty may be imposed, if applicable in this user group, up to the amount of one fifth of the market value of the products which have been unlawfully labelled with the PEFC trademarks. If this is not the case, the contractual penalty shall be determined by PEFC Austria at its own discretion. If it can be proven by the licensee that the misuse of the PEFC trademarks was unintentional, a contractual penalty of a maximum total of € 15,000 may be imposed.

§7 Publication of data

The Licensee is aware that its data must be published under this Agreement. This involves the following data: Company name and address, contact person with contact as well as all important certificate data, such as certificate number and term, will be listed in the databases on www.pefc.at and www.pefc.org as well as passed on to companies in the product chain ("chain of custody") to check the certification status. For more information on the processing of your data, please visit www.pefc.at/datenschutz.

§8 Miscellaneous

Unless the Commercial Court of Vienna has jurisdiction over trademark matters, the place of jurisdiction shall be Vienna, namely the court responsible for the first district. Austrian law shall apply to the exclusion of the international rules of reference. In the event of a conflict between the Directive and this Agreement, the provisions of this Agreement shall prevail.

Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

Vienna,

PEFC Austria

Licensee

Group C: Chain of custody (CoC) certified companies - individual certificate holders

between

(1) **PEFC Austria - Programme for the Endorsement of Forest Certification Schemes, Marxergasse 2, 4th floor, 1030 Vienna, Austria**

and

(2) «**Company Name**», «**Street Address**», «**Postcode**» «**City**» (Licensee)

§1 Subject matter of the contract

The PEFC Council (PEFC International) has granted PEFC Austria the right to grant sub-licences for PEFC trademarks. PEFC Austria hereby exercises this right. The licensee is therefore granted the non-exclusive and non-transferable right to use the PEFC trademarks, whereby the term "trademark" continues to be used on the basis of previous use, in accordance with the "PEFC Trademarks Rules – Requirements" [PEFC ST 2001] as amended from time to time.

The licensee undertakes to comply with this guideline verbatim and to inform PEFC Austria immediately and truthfully of any changes in the identification data.

§ 2 Registration Number

PEFC trademarks may only be used with the following individual licence number:

«PEFC/06-xx-xx»

§ 3 Withdrawal of Licence

The licence may be temporarily withdrawn with immediate effect if there are reasonable grounds to suspect that the licensee has violated this contract. If it is proven by the licensee that there has been no breach of contract, the licence shall be reinstated immediately; if the suspicion is confirmed, PEFC Austria may withdraw it permanently. Termination, suspension or expiry of the validity of the recognition between PEFC Austria and PEFC Council (PEFC International) automatically leads to the termination of this contract. The licensee will not receive any compensation or damages from PEFC Austria due to a (temporary) withdrawal, suspension or termination of this contract.

§4 Termination

Either Party may terminate this Agreement without cause by giving three months' notice by e-mail to the last known address.

§ 5 Validity of the contract

The contract shall enter into force as soon as it has been signed by both parties. The contract shall remain valid unless the licence has been withdrawn in accordance with §3.

§ 6 Contractual penalty

In the event of a wilful breach of this contract, an appropriate contractual penalty may be imposed, if applicable in this user group, up to the amount of one fifth of the market value of the products which have been unlawfully labelled with the PEFC trademarks. If this is not the case, the contractual penalty will be set at the discretion of PEFC Austria. If it can be proven by the licensee that the misuse of the PEFC trademarks was unintentional, a contractual penalty of a total maximum of € 15,000 may be imposed.

§7 Publication of data

The Licensee is aware that its data must be published under this Agreement. This concerns the following data: Company and address, contact person with contact as well as all

important certificate data, such as certificate number and term, will be listed in the databases on www.pefc.at and www.pefc.org as well as passed on to companies in the product chain ("chain of custody") to check the certification status. For more information on the processing of your data, please visit www.pefc.at/datenschutz.

§8 Miscellaneous

Unless the Commercial Court of Vienna has jurisdiction over trademark matters, the place of jurisdiction shall be Vienna, namely the court responsible for the first district. Austrian law shall apply to the exclusion of the international rules of reference. In the event of a conflict between the Directive and this Agreement, the provisions of this Agreement shall prevail.

Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

Vienna,

PEFC Austria

Licensee

Group C: Chain of custody (CoC)-certified companies - multi-site certificate holders

between

(1) **PEFC Austria** - Programme for the Endorsement of Forest Certification Schemes, Marxergasse 2, 4th floor, 1030 Vienna, Austria

and

(2) «**Company Name**», «**Street Address**», «**Postcode**» «**City**»

«**Company Name**», «**Street Address**», «**Postcode**» «**City**»
(jointly referred to as "the Licensees")

§1 Subject Matter of the Contract

The PEFC Council (PEFC International) has granted PEFC Austria the right to grant sub-licences for PEFC trademarks. PEFC Austria hereby exercises this right. The licensees are therefore granted the non-exclusive and non-transferable right to use the PEFC trademarks, whereby the term "trademark" will continue to be used due to previous use, in accordance with the "PEFC Trademarks Rules – Requirements" [PEFC ST 2001] as amended from time to time.

Licensees undertake to comply with this guideline verbatim and to inform PEFC Austria immediately and truthfully of any changes in identification data.

§ 2 Registration Number

PEFC trademarks may only be used with the following individual licence number:

«**PEFC/06-xx-xx**»

§ 3 Withdrawal of Licence

The licence may be temporarily withdrawn with immediate effect if there are reasonable grounds to suspect that even one of the licensees within the "multi-site company" has violated this contract. If it is proven by this licensee or the licensees concerned within the "multi-site company" that there has been no breach of contract, the licence shall be immediately reissued to all licensees within the "multi-site company"; if the suspicion is confirmed, PEFC Austria may permanently withdraw this licence with effect vis-à-vis all licensees within the "multi-site company". Termination, suspension or expiry of the validity of the recognition between PEFC Austria and PEFC Council (PEFC International) automatically leads to the termination of this contract. Licensees will not receive any compensation or damages from PEFC Austria due to a (temporary) withdrawal, suspension or termination of this contract.

§4 Termination

Each contracting party, but the licensees only as a whole, may terminate this contract without cause by giving three months' notice by e-mail to the last known address, whereby the licensees must agree on a common e-mail address.

§ 5 Validity of the Agreement

The Agreement shall enter into force as soon as it has been signed by both parties, whereby the Licensees within the "Multi-Site Company" may designate one company to sign this Agreement in the name of and on behalf of all other Licensees in a legally binding manner for them. The Agreement shall remain in force unless the Licence is terminated in accordance with §3.

§ 6 Contractual penalty

In the event of a wilful breach of this contract, an appropriate contractual penalty may be imposed on each individual licensee within the "multi-site company", if applicable in this user group, up to the amount of one fifth of the market value of the products which have been unlawfully labelled with the PEFC trademarks. If this is not the case, the contractual penalty is set at the discretion of PEFC Austria. If it can be proven by the licensee concerned that the misuse of the PEFC trademarks was unintentional, a contractual penalty of a maximum total of € 15,000 may be imposed.

§7 Publication of Data

Licensees are aware that their data must be published under this contract. This concerns the following data: Company and address, contact person with contact as well as all important certificate data, such as certificate number and term, will be listed in the databases on www.pefc.at and www.pefc.org as well as passed on to companies in the product chain ("chain of custody") for verification of the certification status. Further information on the processing of your data is available at www.pefc.at/datenschutz.

§8 Miscellaneous

Unless the Commercial Court of Vienna has jurisdiction over trademark matters, the place of jurisdiction shall be Vienna, namely the court responsible for the first district. Austrian law shall apply to the exclusion of the international rules of reference. In the event of a conflict between the Directive and this Agreement, the provisions of this Agreement shall prevail. The provisions on the place of jurisdiction as well as on the applicable law shall apply equally to all licensees within the "multi-site company".

Should individual provisions of this Agreement be invalid or unenforceable or become invalid or unenforceable after conclusion of the Agreement, the validity of the remainder of the Agreement shall not be affected thereby. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

Vienna,

PEFC Austria

Licensee

Group D: Other users

between

(1) **PEFC Austria - Programme for the Endorsement of Forest Certification Schemes, Marxergasse 2, 4th floor, 1030 Vienna, Austria**

and

(2) **«Company Name», «Street Address», «Postcode» «City»** (Licensee)

§1 Subject matter of the contract

The PEFC Council (PEFC International) has granted PEFC Austria the right to grant sub-licences for PEFC trademarks. PEFC Austria hereby exercises this right. The licensee is therefore granted the non-exclusive and non-transferable right to use the PEFC trademarks, whereby the term "trademark" continues to be used on the basis of previous use, in accordance with the "PEFC Trademarks Rules – Requirements" [PEFC ST 2001] as amended from time to time.

The licensee undertakes to comply with this guideline verbatim and to inform PEFC Austria immediately and truthfully of any changes in the identification data.

§ 2 Registration Number

PEFC trademarks may only be used with the following individual licence number:

«PEFC/06-xx-xx»

§ 3 Withdrawal of Licence

The licence may be temporarily withdrawn with immediate effect if there are reasonable grounds to suspect that the licensee has violated this contract. If it is proven by the licensee that there has been no breach of contract, the licence shall be reinstated immediately; if the suspicion is confirmed, PEFC Austria may withdraw it permanently. Termination, suspension or expiry of the validity of the recognition between PEFC Austria and PEFC Council (PEFC International) automatically leads to the termination of this contract. The licensee will not receive any compensation or damages from PEFC Austria due to a (temporary) withdrawal, suspension or termination of this contract.

§4 Termination

Either contracting party may terminate this contract without cause by giving three months' notice by e-mail to the last known address.

§ 5 Validity of the contract

The contract shall enter into force as soon as it has been signed by both parties. The contract shall remain valid unless the licence has been withdrawn in accordance with §3.

§ 6 Contractual penalty

In the event of a wilful breach of this contract, an appropriate contractual penalty may be imposed, if applicable in this user group, up to the amount of one fifth of the market value of the products which have been unlawfully labelled with the PEFC trademarks. If this is not the case, the contractual penalty will be set at the discretion of PEFC Austria. If it can be proven by the licensee that the misuse of the PEFC trademarks was unintentional, a contractual penalty of a total maximum of € 15,000 may be imposed.

§ 7 Publication of data

The licensee is aware that his data must be published within the framework of this contract. This concerns the following data: Company and address, contact person with contact will be

listed on www.pefc.at and www.pefc.org in the databases. Further information on the processing of your data is available at www.pefc.at/datenschutz/.

§8 Miscellaneous

Unless the Commercial Court of Vienna has jurisdiction over trademark matters, the place of jurisdiction shall be Vienna, namely the court responsible for the first district. Austrian law shall apply to the exclusion of the international rules of reference. In the event of a conflict between the Directive and this Agreement, the provisions of this Agreement shall prevail. Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

Vienna,

PEFC Austria

Licensee

Group D: Retailers and brand owners

between

(1) **PEFC Austria - Programme for the Endorsement of Forest Certification Schemes, Marxergasse 2, 4th floor, 1030 Vienna, Austria**

and

(2) **«Company Name», «Street Address», «Postcode» «City»** (Licensee)

§1 Subject matter of the contract

The PEFC Council (PEFC International) has granted PEFC Austria the right to grant sub-licences for PEFC trademarks. PEFC Austria hereby exercises this right. The licensee is therefore granted the non-exclusive and non-transferable right to use the PEFC trademarks, whereby the term "trademark" continues to be used on the basis of previous use, in accordance with the "PEFC Trademarks Rules – Requirements" [PEFC ST 2001] as amended from time to time.

The licensee undertakes to comply with this guideline verbatim and to inform PEFC Austria immediately and truthfully of any changes in the identification data.

§ 2 Registration Number

PEFC trademarks may only be used with the following individual licence number:

«PEFC/06-xx-xx»

§ 3 Withdrawal of Licence

The licence may be temporarily withdrawn with immediate effect if there are reasonable grounds to suspect that the licensee has violated this contract. If it is proven by the licensee that there has been no breach of contract, the licence shall be reinstated immediately; if the suspicion is confirmed, PEFC Austria may withdraw it permanently. Termination, suspension or expiry of the validity of the recognition between PEFC Austria and PEFC Council (PEFC International) automatically leads to the termination of this contract. The licensee will not receive any compensation or damages from PEFC Austria due to a (temporary) withdrawal, suspension or termination of this contract.

§4 Termination

Either contracting party may terminate this contract without cause by giving three months' notice by e-mail to the last known address.

§ 5 Validity of the contract

The contract shall enter into force as soon as it has been signed by both parties. The contract shall remain valid unless the licence has been withdrawn in accordance with §3.

§ 6 Contractual penalty

In the event of a wilful breach of this contract, an appropriate contractual penalty may be imposed, if applicable in this user group, up to the amount of one fifth of the market value of the products which have been unlawfully labelled with the PEFC trademarks. If this is not the case, the contractual penalty will be set at the discretion of PEFC Austria. If it can be proven by the licensee that the misuse of the PEFC trademarks was unintentional, a contractual penalty of a total maximum of € 15,000 may be imposed.

§ 7 Publication of data

The licensee is aware that his data must be published within the framework of this contract. This concerns the following data: Company and address, contact person with contact will be

listed on www.pefc.at and www.pefc.org in the databases. Further information on the processing of your data is available at www.pefc.at/datenschutz/.

§8 Miscellaneous

Unless the Commercial Court of Vienna has jurisdiction over trademark matters, the place of jurisdiction shall be Vienna, namely the court responsible for the first district. Austrian law shall apply to the exclusion of the international rules of reference. In the event of a conflict between the Directive and this Agreement, the provisions of this Agreement shall prevail. Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

Vienna,

PEFC Austria

Licensee