In the version of 21 August, amended in the written procedure of Downpass e.V. on 21 October 2014, discussed and amended on the occasion of the ordinary general meeting of members in Frankfurt on 7 June 2016, consulted and resolved on the occasion of the General Meeting of Members in Berlin on June 12th, 2018, consulted and resolved on the occasion of the virtual ordinary meeting of members of Downpass e. V on the 1st December 2023

Special Terms and Conditions DOWNPASS for Downpass e. V.

Section 1 Conditions for the Use of the Collective Trademark "DOWNPASS" (Individual and European Union Certification Trademark)

1. For the use of the Collective Trademark and the individual and European Union Certification trademark "DOWNPASS" it is determined: As far as these trademarks are used for sleeping bags for indoor or outdoor use, clothing articles, shoes and/or transport containers filled with down/or feather for these goods, the filling must comply with the provisions of DIN EN 12934 or in non-EU countries abroad with comparable national or supranational regulations/labelling provisions. Only water fowl in accordance with DIN EN 12934 Point 5 "Class I" and/or "Class II" (or in accordance with possibly existing parallel national or supranational regulations in non-EU countries abroad) may be used as filling. Furthermore, the sleeping bags for indoor or outdoor use, clothing articles, shoes and/or transport containers must comply with the relevant legal requirements of the German Textile Labelling Act, as far as applicable to these goods.
2. For the use of the trademark "DOWNPASS", the stipulations of the „DOWNPASS-Standards" as well as of the „Traceability-Kodex of Traumpass e.V." must additionally be observed.
3. For the use of the trademark "DOWNPASS", the terms and conditions of use of Sections 1 No.1 and No. 2 must also be observed for down and/or feathers for bedding.

Section 2 Purchase of Seals

The users of the quality seals shall only purchase the seals (TRAUMPASS or DOWNPASS) from the authorized manufacturer via the notary public/lawyer.

Section 3 Monitoring Procedure

1. The test samples shall be procured through the purchase in retail outlets of products labelled with the seals by representatives of Downpass e.V. In exceptional cases, the test samples shall be obtained from the running production of the manufacturing facility.
2. In principle, one (1) item shall be bought/obtained per selling location/per manufacturing facility. Any exceptions from the selection procedure can be decided by the Board of Executives following suggestions presented by the members or by the Office of the Association. Such exceptions will be recorded.
3. The test shall be performed in an independent test institute in accordance with the test provisions that have been determined by Downpass e.V. for individual tests.
4. The test results will be analysed together with a notary public/lawyer.
5. If the test result complies with the terms of use, the testing institute shall send the bought-up product and the notary public/lawyer shall send the test report to the manufacturer that has been determined through the control number.
6. If, however, the test report shows that the terms of use have not been complied with, the Schedule of Penalties shall be applied consistently, without any exceptions and with immediate effect.

   Simultaneously with the penalty measures, the notary public/lawyer shall demand that the manufacturer reimburses the purchase price for the bought-up product. In the case of

penalty measures of the Categories II, III and IV, the manufacturer shall also be charged for the fees of the testing institute.

The penalties, the purchase price and the test expenses shall be transferred by the manufacturer to a special account of the notary public/lawyer within fourteen (14) days. The notary public/lawyer shall pay the test expenses using the amount in the special account. Any surplus amounts will be transferred from time to time to Downpass e.V. However, Downpass e.V. may not be informed about which member company paid what amounts.

In case of non-compliance with the terms, the relevant bought-up product shall initially remain with the testing institute for a period of sixty (60) days.

7. Any objections to the penalty measures of the notary public/lawyer or to the test results shall be submitted within fourteen (14) days following receipt of the test report by the notary public/lawyer. To this extent, such a period shall constitute a preclusive time limit.

   In the event that the test result itself is put into question, the manufacturer can apply – together with its objection – for a new test. This new test can be performed by the same test institute. If the new test confirms the result of the first test, the objecting party shall pay the full test expenses. The result of the new test shall be final.

   The Marks & Stamps Board shall decide on the objection by excluding any recourse to courts of law. Downpass e.V. shall be entitled to demand that the objecting party pays an expense allowance of up to € 1,500.00 for the meeting of the Marks & Stamps Board.

Section 4
Test Provisions of Downpass e.V.

1.	DIN EN 1885	Terms for feathers and down
2.	DIN EN 1883	Procedures for obtaining samples
3.	DIN EN 12131	Determination of the quantitative composition
4.	DIN EN 12934	Composition labelling of processed feathers and down to be used as filling material
5.	LABFLO	Uniform Law Labels for Feather and Down, updated November, 19th 2010
6.	Japan	Household Goods Labelling Law/ Japanese Down Wear Label
7.	Chinese Standard	GBT 14272-2011 Down Garments
	Chinese Standard	BT 1195-2012 Down and Feather sleeping bag
	Chinese Standard	QBT 1196-2012 Down and feather pillow
	Chinese Standard	QBT 1193-2012 Down and feather quilt

Mainz, 01.12.2023