

PARTNERSHIP AGREEMENT

OekoTopten.lu – Retail sector

Supported by



BETWEEN

MOUVEMENT ECOLOGIQUE A.S.B.L. AND OEKOZENTER LËTZEBUERG A.S.B.L.

6, rue Vauban

L-2663 Luxembourg;

Hereinafter referred to as « *OekoTopten* »

And

.....

Hereinafter referred to as the « partner »

It was concluded a partnership agreement with the present terms and conditions

PRELIMINARY:

PRESENTATION OF THE OEKOTOPTEN.LU PROJECT

OekoTopten.lu is a national guide that aims to stimulate the market for energy-efficient products. It is designed to establish energy efficiency as a choice priority-setting criterion, for traders as well as for consumers, by providing an easy to use tool for the choice and the comparison of products.

The core of OekoTopten.lu is a consumer oriented website that implements those products and appliances existing on the market that are most efficient in terms of energy, divided in different categories (domestic appliances, cars).

This online guide presents useful information on the performance and the energy consumption of the products, as well as on other characteristics (brand, model, size, photo...). The selections are based exclusively on standard and official data and on recognized labels. The guide preserves an independency from manufacturers.

OekoTopten.lu is a project directed by the Mouvement Ecologique and OekoZenter Lëtzebuerg together with the Luxembourgish Ministry of sustainable development and infrastructures (Ministère du Développement durable et des Infrastructures).

OekoTopten.lu is part of the European project named "Euro-Topten Max", and benefits from the support of the Executive Agency for Competitiveness and Innovation (through its program Intelligent Energy - Europe).

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Accordingly, the parties agree as follows:

ARTICLE 1: PURPOSE OF THE PARTNERSHIP AGREEMENT

The purpose of the partnership agreement is to bring the following benefits to consumers and to the partner:

- **Benefits for consumers:**
 - *OekoTopten.lu* labelled products that can be found in the stores and the catalogues of the partner, are clearly identifiable as energy efficient products.
 - The partner's trained employees give better information on energy efficiency of the dealt products.
 - Medium term benefit: a wider range of energy efficient products will be at the consumer's disposal in the stores.
- **Benefits for the partner:**
 - Stores with *OekoTopten.lu* products will be certainly appreciated by customers interested in saving energy - a clear benefit for the business image of the partner.
 - The website *www.oekotopten.lu* promotes the partner for the duration of the partnership, with the publication of the address(es) of his store(s) etc.
 - The partner promotes his own market by supporting the regular updates with his information on the launch of new products in his assortment that respond to the criteria for gaining *OekoTopten.lu*.
 - Compared to other stores, the partner's store(s) do have added value.

ARTICLE 2: FREEDOM OF REDACTION

- *OekoTopten* is completely free and independent when drafting *OekoTopten.lu*.
- The partner shall refrain from any interference in the selection of product categories, criteria, recommendations and the choice of products to appear in *OekoTopten.lu*.

ARTICLE 3: COMMITMENTS OF THE PARTNER

- The retail sector is committed to use the OekoTopten.lu logo solely for those products that are accepted as such by the Mouvement Ecologique and OekoZenter Lëtzebuerg. The partner also commits to immediately remove the OekoTopten.lu logo if the product in question ceases to be part of the OekoTopten.lu declared products.
- For each category of products shown in the stores, the partner is committed to present in the show room at least two models selected by OekoTopten and to encourage the promotion of these models in front of the customer.
- The partner informs OekoTopten of any new product taken into his assortment that could possibly be included into the OekoTopten.lu. selection offer.
- The partner further undertakes to promote in his purchasing policy the OekoTopten.lu products, thus taking into account the recommendations on the www.oekotopten.lu website.
- Any OekoTopten.lu information material (leaflets, brochures,...) shall be displayed in the store(s).

ARTICLE 4: COMMITMENTS OF OEKOTOPTEN

- OekoTopten is committed to provide free access to the list of products that are categorized OekoTopten.lu.
- OekoTopten informs the consumers on the label, respectively the OekoTopten.lu products, through the newsletters edited by the Mouvement Ecologique and on the basis of information contained under the "heading news" on the www.oekotopten.lu site.
- The name, the logo and the website of the partner will appear on the www.oekotopten.lu portal.

ARTICLE 5: DURATION OF THE PARTENSHIP AGREEMENT

This agreement takes effect on
for a non-fixed duration. It may however be terminated by each party without compensation for failure, by registered letter observing a three months notice.

OekoTopten has the right to terminate the contract with immediate effect, without prior notice and without going through the judicial process, in presence of an urgent cause. A serious ground for example is formed by the misuse, by the partner, of the OekoTopten.lu label, thus marking a product, which is not part of the OekoTopten.lu list. All rights of OekoTopten to claim for damages and interest are reserved in the event of termination of the contract for serious grounds.

ARTICLE 6:

Both the Mouvement Ecologique a.s.b.l. and the OekoZenter Lëtzebuerg a.s.b.l. can solely engage the OekoTopten party in the outline of the present contract.

ARTICLE 7:

The applicable laws of Luxembourg shall exclusively govern this contract.

ARTICLE 8:

The Luxembourg courts are exclusively competent to deal with a dispute related to this agreement.

Done in , on ,
in as much copies of equal legal force as there are parties, each party recognizing receipt of his own.

On behalf of:
OekoTopten

On behalf of:
Partner