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Guideline

DETOX TO ZERO by OEKO-TEX®

OEKO-TEX® – International Association for Research and Testing in the Field of Textile and Leather Ecology.



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1. Introduction

1.1 Purpose of DETOX TO ZERO

DETOX TO ZERO by OEKO-TEX® is a comprehensive verification and reporting system that recognises the requirements stipulated by the Greenpeace Detox campaign. The service includes an audited assessment based on transparent DETOX TO ZERO criteria and methods for establishing environmentally responsible textile and apparel facilities (production and logistic sites). The verification process involves the reduction of hazards and risks across the entire textile production chain, from fibre production through to the make-up of products, with the goal of moving towards a greener chemistry.

1.2 Scope of DETOX TO ZERO

DETOX TO ZERO by OEKO-TEX® addresses chemical / environmental performance in textile production processes such as:

- Wet spinning, twisting and related processes
- Dyeing, printing, finishing, coating and related processes
- Manufacturing of accessories (e.g. zippers, buttons, labels)
- Others (e.g. non-agricultural fibre production)

DETOX TO ZERO assesses, audits and reports on the following areas of the textile production chain:

- Chemical Management system
- Full chemical inventory for the DETOX TO ZERO MRSL check
- Wastewater and sludge test reporting according to the DETOX TO ZERO MRSL from an accredited laboratory (including the 11 chemical groups defined by Greenpeace)

The “DETOX TO ZERO” guideline is presented as a normative document issued and updated regularly by the OEKO-TEX® Association. The guideline specifies the conditions and requirements for working with DETOX TO ZERO. Its most recent version can be found at www.oeko-tex.com/detoxtozero. The overarching goal of the guideline is to help production facilities to measure and improve environmental performance (with the aim of moving towards a greener chemistry) and to report this to the industry and consumers in a transparent and useful format.

1.3 Limitation of DETOX TO ZERO

Customers shall be in compliance with discharge permits and national legal requirements independently of being below or above the given reporting limits in Annex A.

2. Overview of scope

The Chemical Management system, including a full check of the chemical inventory and the evaluation of wastewater and sludge tests, is guided by three principles.

Elimination: To eliminate the release of any toxic chemicals and recognise that there are no environmentally safe levels for hazardous substances according to the Greenpeace priority list of the eleven chemical groups.

Prevention and precaution: To take precautionary action with the aim of eliminating hazardous chemicals in the face of scientific uncertainty. To interrogate processes and introduce measures for continuous improvement in the company in terms of preventive measures for the handling and use of ‘hazardous’ substances.

2. Overview of scope

2.1 Chemical Management

Right to know

To act with transparency on behalf of communities living by the discharge pipes and consumers, who both have a right to know about the hazardous chemicals being released into our waterways. Documentation of the company's operations, such as training, environmental reporting, internal and external communication. One of the targets is a publicly accessible register on the www.oeko-tex.com website.

The three principles are covered and managed by the following guidelines and the standard from STeP by OEKO-TEX® at www.oekotex.com/step.

2.2 The priority chemicals

- There are currently twelve groups of chemicals that are the focus of DETOX TO ZERO
- The twelve chemical groups are: 1. Alkylphenols (APEOs) 2. Phthalates 3. Brominated and chlorinated flame retardants (BFRs, CFRs) 4. Azo dyes 5. Organotin compounds 6. Perfluorinated chemicals (PFCs) 7. Chlorobenzenes 8. Chlorinated solvents 9. Chlorophenols 10. Short chain chlorinated paraffins 11. Heavy metals such as cadmium, lead, mercury and chromium (VI) and 12. PAH's and General requirements.
- All of the chemicals for each group are listed in the DETOX TO ZERO MRSL in Annex A.

2.3 Additional guidance

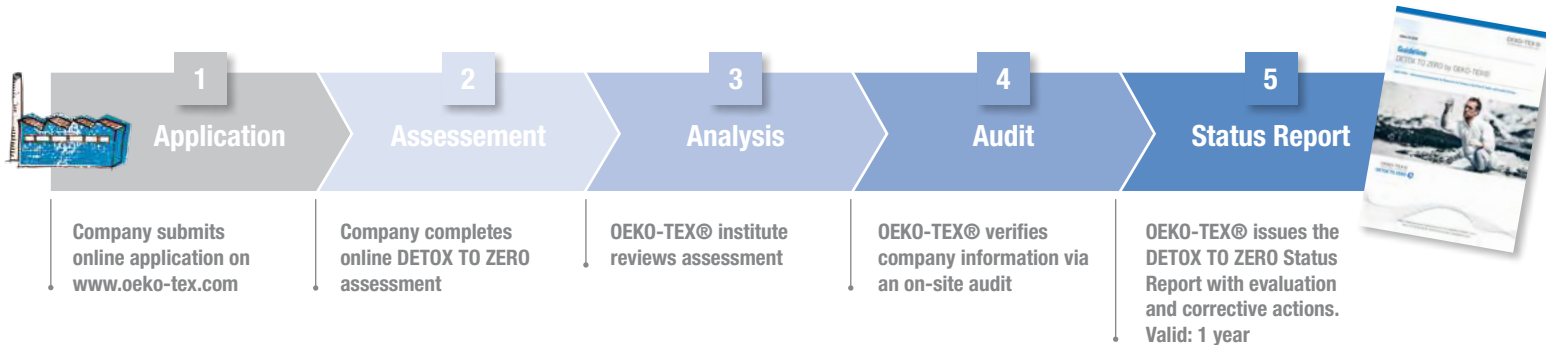
For DETOX TO ZERO:

- There is no exclusion criteria. Therefore, the STeP by OEKO-TEX® exclusion criteria reference is not valid. Exclusion criteria can be taken as state of the art recommendations
- There is no pass and fail. OEKO-TEX® provides a Status Report
- In order to check for banned chemicals, the inventory list should be complete and described with CAS numbers. At minimum, the latest SDS for all of the chemicals in use should be available
- Unlike STeP by OEKO-TEX®, there is a separate MRSL which is the basis for MRSL checks and wastewater and sludge testing. The MRSL in ANNEX A serves as the basis for MRSL screening and wastewater / sludge testing
- OEKO-TEX® provides a Status Report and a performance statement. This data can be seen as the path to best practise

3. Process to receive a DETOX TO ZERO Status Report

3.1 General overview

After registering online, the customer receives access to the web-based assessment tool. The assessment tool provides the customer with an up-to-date overview regarding the area of chemical management and its related issues, such as water emissions. After the first evaluation by the auditor, the audit takes place. After the audit, a clearly arranged and transparent report is issued.



3.2 Application

- Online registration via www.oeko-tex.com/detoxtozero, including a short description of your company and the selection of which institute to work with
- Confirmation of the received quotation (and terms of use)

3.3 Assessment

- Log in with the received or existing user name and login password
- Accept the terms of use online by logging in to the DETOX TO ZERO online assessment tool for the first time
- The assessment tool is a database which is used during the process both for data collection and to ensure a proper evaluation
- Answer all relevant questions and provide all relevant documents online

3.3.1 Documents and input to be provided by customer

Information on what is recommended to be provided:

- Chemical Management system or policy
- Full inventory (including CAS and composition) and SDS of chemicals for MRSL check
- Wastewater and sludge test report according to the DETOX TO ZERO MRSL from an accredited laboratory (includes the eleven chemicals groups defined by Greenpeace)
- Environmental management (no certification required)
- Chemical hazard emergency plan
- Environmental emergency plan
- Staff safety training records
- Site plan including drainage plan and all areas for the delivery, use and storage of che
- Licences or permits (if necessary) for the discharge of waste, air conditioning, storage or use of hazardous substances, wastewater discharge, use of water or wastewater treatment

3. Process to receive a DETOX TO ZERO Status Report

3.4 Analysis of assessment data

- › First evaluation of the data provided by the facility
- › First evaluation of the inventory of chemicals and the wastewater / sludge report
- › The OEKO-TEX® member institute will ask for missing data if required

3.5 Preparation and conducting of the audit

- › The auditor prepares the audit checklist based on the data provided
- › The institute arranges a suitable audit date with the facility
- › Audit tour through the facility (including taking photos and employee questioning): open all doors / departments, check wastewater treatment plant, wastewater outlet, sludge and waste storage, chemicals storage and handling, usage of PPE and handling of waste
- › Final evaluation of chemicals and the wastewater / sludge report

3.6 Data evaluation & report writing

- › Once the audit is complete, it provides an overall impression of the situation on site. The information is input in the assessment tool by the auditor
- › Comments based on the findings are used later for the reporting
- › DETOX TO ZERO by OEKO-TEX® Status Report is written based on the assessment and the audit (including publication of the data on www.oeko-tex.com/detoxtozero)

4. Status Report

The Status Report is a document, issued by an OEKO-TEX® member institute. It provides the customer with an overview of the current situation within the company.

4.1 Status Report content

The Status Report has the following elements:

- › General Company Information
- › Executive Summary Report
- › Corrective Actions
- › Liability
- › Wastewater and Sludge
- › MRSL
- › General Management
 - Management System / Organization (Responsibilities)
 - Chemical Management
 - Permits, Legal Requirements (License)
 - Environment, Health & Safety (EHS)

4. Status Report

- Production Process
- Storage
- Annex / Photos

4.2 Status Report number

For each Status Report, OEKO-TEX® issues a unique report number. This report number has eight digits followed by a hyphen and one / two additional digits. The first eight digits refer to a customer while the digits following the hyphen refer to the amount of reports issued to that customer.

The first eight digits or the complete report number can be used for public validation on www.oeko-tex.com.

4.3 Duration of the Status Report

The Status Report is valid for one year and can be used for internal and external communication.

4.4 Validity of the Status Report

The Status Report is valid for one year based on the recommendation of OEKO-TEX®. The check should be made every year in order to track a status over a period of time and track and report on improvements and roadmaps. The new check is available three months before the date of expiry.

5. Communication with DETOX TO ZERO

5.1 Use and misuse of the Status Report

The Status Report can be used for internal and external communication. The results can be used as a Status Report. The Status Report can only be used for facilities (production sites) and not for products. The DETOX TO ZERO Status Report can only be used with the corresponding report number.

Any statement such as:

- In compliance with
- Fully covering
- Certified according to
- Equivalent to
- (or similar to the mentioned terms, non-exhaustive list)

... the Greenpeace Detox campaign or requirements is not correct and will not be tolerated. In any of the mentioned cases, legal proceedings will be considered.

5.2 Publication of Status Report data

Once a stakeholder has the corresponding Status Report number or the company name, the Status Report can be validated on www.oeko-tex.com. Furthermore, and with the permission of the report owner, the OEKO-TEX® will publish the detected wastewater and sludge data on a responsive website that is available within the DETOX TO ZERO product section.

6. References and guidance tools

6.1 STeP by OEKO-TEX®

STeP (Sustainable Textile Production) is an independent certification system for sustainable textile production. Among other criteria, it analyses and evaluates existing production conditions with respect to the working conditions, the use of environmentally friendly technologies and products and the plant's impact on the environment.

The overarching goal of the standard is to help production facilities to measure and improve sustainability, environmental performance, health and safety performance as well as social responsibility and to report this to the industry and consumers in a transparent and useful format.

STeP addresses facility performance across the entire textile production chain, including:

- Dry Spinning, Twisting and related processes
- Wet Spinning, Twisting and related processes
- Production of textile fabrics, e.g. Weaving, Knitting, production of Non-woven and related processes
- Dyeing, Printing, Finishing and related processes
- Making up of products by Cutting, Sewing and related processes)
- Manufacturing of accessories (e.g. Zippers, Buttons, Labels)
- Textile Logistics for textiles only
- Others (e.g. non-agricultural fibre production)
- Manufacturing of foams and mattresses

STeP assesses, audits and certifies the following modules of the textile production chain:

1. Chemical assessment and management
2. Environmental performance
3. Environmental management
4. Social responsibility
5. Quality management (of production)
6. Health and Safety performance and management

To qualify for certification according to STeP, facilities must meet the stipulated criteria in the modules above. Various rankings can be achieved based on the levels of performance defined within the standard, which is updated periodically.

For further details please connect to the homepage of the OEKO-TEX® Association www.oeko-tex.com or contact one of the member institutes (as given in Annex C).

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge
1. ALKYLPHENOETHOXYLATES (APEO'S)			
Nonylphenol (n-nonyl and iso-nonyl)	Various 11066-49-2 25154-52-3 104-40-5 90481-04-2 84852-15-3	1 µg/l	0.2 mg/kg
	Octylphenol (n-octyl and iso-octyl)		
Nonylphenoethoxylates (NPEO) (n-nonyl and iso-nonyl)	Various 9016-45-9 26027-38-3 68412-54-4 127087-87-0 37205-87-1		
Octylphenoethoxylates (OPEO) (n-octyl and iso-octyl)	Various 9002-93-1 9036-19-5 68987-90-6		
2. PHTHALATES			
Dibutylphthalate (DBP)	84-74-2	1 µg/l	0.3 mg/kg
Di-(2-ethylhexyl)phthalate (DEHP)	117-81-7		
Benzylbutylphthalate (BBP)	85-68-7		
Di-iso-nonylphthalate (DINP)	28553-12-0 68515-48-0		
Di-n-octylphthalate (DNOP)	117-84-0		
Di-iso-decyl phthalate (DiDP)	26761-40-0 68515-49-1		
Di-iso-butylphthalate (DIBP)	84-69-5		
Di-n-hexylphthalate (DHP)	84-75-3		
Di-(2-methoxyethyl)phthalate (DMEP)	117-82-8		
Di-C7-11-branched alkylphthalates (DHNUP)	68515-42-4		

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge
Dipentylphthalate (DPP)	131-18-0	1 µg/l	0.3 mg/kg
Di-iso-pentylphthalate	605-50-5		
Dipentylphthalate, branched and linear	84777-06-0		
iso-pentyl-n-pentylphthalate	776297-69-9		
Di-C6-8-branched alkylphthalates (DIHP)	71888-89-6	best current testing technology with corresponding detection limit	best current testing technology with corresponding detection limit
Di-n-propylphthalate (DPP)	131-16-8	1 µg/l	0.3 mg/kg
Di-iso-octylphthalate (DIOP)	27554-26-3		
Di-iso-hexylphthalate (DIHxP)	71850-09-4		
Dicyclohexylphthalate (DCHP)	84-61-7		
Diethylphthalate (DEP)	84-66-2		
Dinonylphthalate (DNP)	84-76-4		
3. BROMINATED, CHLORINATED AND OTHER FLAME RETARDANTS			
Polybromobiphenyls (PBBs)	59536-65-1	0.05 µg/l	0.03 mg/kg
Monobromobiphenyls (MonoBB)	Various		
Dibromobiphenyls (DiBB)	Various		
Tribromobiphenyls (TriBB)	Various		
Tetrabromobiphenyls (TetraBB)	Various		
Pentabromobiphenyls (PentaBB)	Various		
Hexabromobiphenyls (HexaBB)	Various		
Heptabromobiphenyls (HeptaBB)	Various		
Octabromobiphenyls (OctaBB)	Various		
Nonabromobiphenyls (NonaBB)	Various		
Decabromobiphenyl (DecaBB)	13654-09-6		
Polybrominated diphenyl ethers (PBDEs)	Various		
Monobromodiphenylethers (MonoBDEs)	Various		
Dibromodiphenylethers (DiBDEs)	Various		
Tribromodiphenylethers (TriBDEs)	Various		
Tetrabromodiphenylethers (TetraBDEs)	Various 40088-47-9		
Pentabromodiphenylethers (PentaBDEs)	Various 32534-81-9		
Hexabromodiphenylethers (HexaBDEs)	Various 36483-60-0		

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge
Heptabromodiphenylethers (HeptaBDEs)	Various 68928-80-3	0.05 µg/l	0.03 mg/kg
Octabromodiphenylethers (OctaBDEs)	Various 32536-52-0		
Nonabromodiphenylethers (NonaBDEs)	Various 63936-56-1		
Decabromodiphenylether (DecaBDE)	1163-19-5	0.5 µg/l	
Tri-(2,3-dibromopropyl)phosphate (TRIS)	126-72-7		
Tris(2-chlorethyl)phosphate (TCEP)	115-96-8	0.05 µg/l	
Hexabromocyclododecane (HBCDD) and all main diastereomeres identified (alpha-, beta-, gamma-)	3194-55-6 134237-50-6 134237-51-7 134237-52-8 25637-99-4	0.5 µg/l	0.25 mg/kg
3,5,3',5'-Tetrabromo-bisphenol A (TBBA)	79-94-7		
Bis(2,3-dibromopropyl)phosphate (BIS)	5412-25-9		
Other Flame retardants			
Tris(1,3-dichlorisopropyl)phosphat (TDCPP)	13674-87-8	0.5 µg/l	0.25 mg/kg
Tris-(aziridinyl)-phosphinoxide (TEPA)	545-55-1		
Flame retardants which contain toxic metals like antimony or arsenic	Various		
Boric acid	10043-35-3 11113-50-1		
Diboron trioxide	1303-86-2 1303-96-4		
Disodium tetraborate, anhydrous	1330-43-4 12179-04-3		
Tetraboron disodium heptaoxide, hydrate	12267-73-1		
Antimony trioxide	1309-64-4		
Tri-o-cresyl phosphate	78-30-8		
Trixylyl phosphate	25155-23-1		

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge
4. HAZARDOUS DYES (BANNED AZO, ALLERGENIC, CARCINOGENIC)			
Arylamines released from Azo dyestuffs or in free manner			
4-Aminodiphenyl	92-67-1	0.01 µg/l	0.01 mg/kg
Benzidine	92-87-5		
4-Chloro-o-toluidine	95-69-2		
2-Naphthylamine	91-59-8		
o-Aminoazotoluene (C.I. Solvent Yellow 3, C.I. 11160)	97-56-3		
2-Amino-4-nitrotoluene	99-55-8		
p-Chloroaniline	106-47-8		
2,4-Diaminoanisole	615-05-4		
4,4'-Diaminodiphenylmethane	101-77-9		
3,3'-Dichlorobenzidine	91-94-1		
3,3'-Dimethoxybenzidine	119-90-4		
3,3'-Dimethylbenzidine	119-93-7		
3,3'-Dimethyl-4,4'-diaminodiphenylmethane	838-88-0		
p-Cresidine; 6-methoxy-m-toluidine	120-71-8		
4,4'-Methylene-bis-(2-chloroaniline)	101-14-4		
4,4'-Oxydianiline	101-80-4		
4,4'-Thiodianiline	139-65-1		
o-Toluidine	95-53-4		
2,4-Toluyldiamine	95-80-7		
2,4,5-Trimethylaniline	137-17-7		
o-Anisidine (2-Methoxyaniline)	90-04-0		
C.I. Solvent Yellow 1 (p-Aminoazobenzol (pure))	60-09-3		
2,4-Xylidine	95-68-1		
2,6-Xylidine	87-62-7		
Carcinogenic dyes			
C.I. Acid Red 26 (C.I. 16150)	3761-53-3	0.1 µg/l	0.1 mg/kg
C.I. Acid Red 114	6459-94-5		
C.I. Acid Violet 49	1694-09-3		
C.I. Basic Blue 26	2580-56-5		
C.I. Basic Red 9 (C.I. 42500)	569-61-9		
C.I. Basic Violet 1	8004-87-3		

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge
C.I. Basic Violet 14 (C.I. 42510)	632-99-5	0.1 µg/l	0.1 mg/kg
C.I. Direct Black 38 (C.I. 30235)	1937-37-7		
C.I. Direct Blue 6 (C.I. 22610)	2602-46-2		
C.I. Direct Blue 15	2429-74-5		
C.I. Direct Blue 218	28407-37-6		
C.I. Direct Brown 95	16071-86-6		
C.I. Direct Red 28 (C.I. 22120)	573-58-0		
C.I. Disperse Blue 1 (C.I. 64500)	2475-45-8		
C.I. Disperse Orange 11 (C.I. 60700)	82-28-0		
C.I. Disperse Orange 149	85136-74-9		
C.I. Disperse Yellow 3 (C.I. 11855)	2832-40-8		
C.I. Solvent Yellow 1 (p-Aminoazobenzol (pure))	60-09-3		
C.I. Solvent Yellow 2 (C.I. 11020)	60-11-7		
C.I. Solvent Yellow 14	842-07-9		
Lead chromate molybdate sulphate red (C.I. Pigment Red 104)	12656-85-8		
Lead sulfochromate yellow (C.I. Pigment Yellow 34)	1344-37-2	covered by group 11	covered by group 11
Allergenic Disperse dyes			
C.I. Disperse Blue 1 (C.I. 64500)	2475-45-8	0.1 µg/l	0.1 mg/kg
C.I. Disperse Blue 3 (C.I. 61505)	2475-46-9		
C.I. Disperse Blue 7 (C.I. 62500)	3179-90-6		
C.I. Disperse Blue 26 (C.I. 63305)	3860-63-7		
C.I. Disperse Blue 35 (mixture)	12222-75-2		
C.I. Disperse Blue 35 (Component 1)	56524-77-7		
C.I. Disperse Blue 35 (Component 2)	56524-76-6		
C.I. Disperse Blue 102	12222-97-8		
C.I. Disperse Blue 106	12223-01-7		
C.I. Disperse Blue 124	61951-51-7		
C.I. Disperse Brown 1	23355-64-8		
C.I. Disperse Orange 1 (C.I. 11080)	2581-69-3		
C.I. Disperse Orange 3 (C.I. 11005)	730-40-5		
C.I. Disperse Orange 37 / 59 / 76 (C.I. 11132)	13301-61-6		
C.I. Disperse Orange 149	85136-74-9		
C.I. Disperse Red 1 (C.I. 11110)	2872-52-8		
C.I. Disperse Red 11 (C.I. 62015)	2872-48-2		

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge
C.I. Disperse Red 17 (C.I. 11210)	3179-89-3	0.1 µg/l	0.1 mg/kg
C.I. Disperse Yellow 1 (C.I. 10345)	119-15-3		
C.I. Disperse Yellow 3 (C.I. 11855)	2832-40-8		
C.I. Disperse Yellow 9 (C.I. 10375)	6373-73-5		
C.I. Disperse Yellow 23 (C.I. 26070)	6250-23-3		
C.I. Disperse Yellow 39	12236-29-2		
C.I. Disperse Yellow 49	54824-37-2		
5. ORGANOTIN COMPOUNDS			
Tetrabutyltin (TeBT)	1461-25-2	best current testing technology with corresponding detection limit	
Tributyltin (TBT)	Various		
Dibutyltin (DBT)	Various 683-18-1		
Monobutyltin (MBT)	Various		
Triphenyltin (TPhT)	Various 668-34-8	0.1 µg/l	0.1 mg/kg
Diphenyltin (DPhT)	Various 1011-95-6		
Dioctyltin (DOT)	Various		
Monooctyltin (MOT)	Various		
Tricyclohexyltin (TCyHT)	Various		
Tripropyltin (TPrT)	Various		
Tetraethyltin (TeET)	597-64-8		
Bis(tributyltin) oxide (TBTO)	56-35-9		
Dibutyltin hydrogen borate	75113-37-0		
6. PERFLUORINATED COMPOUNDS (PFC'S)			

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge
Perfluorobutanoic Acid (PFBA) and salts	Various 375-22-4	0.01 µg/l	0.001 mg/kg
Perfluoropentanoic Acid (PFPeA) and salts	Various 2706-90-3		
Perfluorohexanoic Acid (PFHxA) and salts	Various 307-24-4		
Perfluoroheptanoic Acid (PFHpA) and salts	Various 375-85-9		
HPFHpA, and salts	Various 1546-95-8		
Perfluorooctanoic Acid (PFOA) and salts	Various 335-67-1		
PF-3,7-DMOA, and salts	Various 172155-07-6		
Perfluorononanoic Acid (PFNA) and salts	Various 375-95-1		
Perfluorodecanoic Acid (PFDA) and salts	Various 335-76-2		
Perfluoroundecanoic Acid (PFUnDA) and salts	Various 2058-94-8		
4HPFUnA, and salts	Various 34598-33-9		
Perfluorododecanoic Acid (PFDoA) and salts	Various 307-55-1		
Perfluorotridecanoic Acid (PFTrDA) and salts	Various 72629-94-8		
Perfluorotetradecanoic Acid (PFTeDA) and salts	Various 376-06-7		
Perfluorobutansulfonate (PFBS) and salts	Various 375-73-5 59933-66-3		
Perfluorohexansulfonate (PFHxS) and salts	Various 355-46-4		

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge
Perfluoroheptansulfonate (PFHpS) and salts	Various 375-92-8	0.01 µg/l	0.001 mg/kg
Perfluorooctansulfonate (PFOS) and salts	Various 1763-23-1		
1H,1H,2H,2H-PFOS, and salts	Various 27619-97-2		
Perfluorooctansulfonylfluorid (PFOSF)	307-35-7	0.1 µg/l	0.01 mg/kg
Perfluoro-1-octanesulfonamide (PFOSA)	754-91-6		
N-methylperfluoro-1-octanesulfonamide (N-MeFOSA)	31506-32-8		
N-ethylperfluoro-1-octanesulfonamide (N-EtFOSA)	4151-50-2		
2-(N-methylperfluoro-1-octanesulfonamido)-ethanol (N-MeFOSE)	24448-09-7		
2-(N-ethylperfluoro-1-octanesulfonamido)-ethanol	1691-99-2	0.01 µg/l	0.001 mg/kg
Perfluorodecansulfonate (PFDS) and salts	Various 335-77-3		
1H,1H,2H,2H-perfluoro-1-hexanol (4:2 FTOH)	2043-47-2		
1H,1H,2H,2H-perfluoro-1-octanol (6:2 FTOH)	647-42-7		
1H,1H,2H,2H-perfluoro-1-decanol (8:2 FTOH)	678-39-7		
1H,1H,2H,2H-perfluoro-1-dodecanol (10:2 FTOH)	865-86-1		
1H,1H,2H,2H-perfluorooctylacrylate (6:2 FTAC)	17527-29-6		
1H,1H,2H,2H-perfluorodecylacrylate (8:2 FTAC)	27905-45-9		
1H,1H,2H,2H-perfluorododecylacrylate (10:2 FTAC)	17741-60-5		
7. CHLOROBENZENES AND CHLOROTOLUENES			
Chlorobenzene	108-90-7	0.02 µg/l	0.01 mg/kg
Dichlorobenzenes			
1,2-Dichlorobenzene	95-50-1	0.02 µg/l	0.01 mg/kg
1,3-Dichlorobenzene	541-73-1		
1,4-Dichlorobenzene	106-46-7		
Trichlorobenzenes			
1,2,3-Trichlorobenzene	87-61-6	0.02 µg/l	0.01 mg/kg
1,2,4-Trichlorobenzene	120-82-1		
1,3,5-Trichlorobenzene	108-70-3		
Tetrachlorobenzene			
1,2,3,4-Tetrachlorobenzene	12408-10-5		
1,2,3,5-Tetrachlorobenzene	634-66-2		
	634-90-2		

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge		
1,2,4,5-Tetrachlorobenzene	95-94-3	0.02 µg/l	0.01 mg/kg		
Pentachlorobenzenes	608-93-5				
Hexachlorobenzene	118-74-1				
Chlorinated Toluenes (as solvents/biocides, from dyes production, Chemical intermediates, Antifelting)					
Chlorotoluene	Various	0.02 µg/l	0.01 mg/kg		
2-Chlorotoluene	95-49-8				
3-Chlorotoluene	108-41-8				
4-Chlorotoluene	106-43-4				
Dichlorotoluene	Various				
2,3-Dichlorotoluene	32768-54-0				
2,4-Dichlorotoluene	95-73-8				
2,5-Dichlorotoluene	19398-61-9				
2,6-Dichlorotoluene	118-69-4				
3,4-Dichlorotoluene	95-75-0				
Trichlorotoluene	Various				
2,3,6-Trichlorotoluene	2077-46-5				
2,4,5-Trichlorotoluene	6639-30-1				
alpha, alpha, alpha-Trichlorotoluene	98-07-7				
alpha,2,4-Trichlorotoluene	94-99-5				
alpha,2,6-trichlorotoluene	2014-83-7				
Tetrachlorotoluene	Various				
alpha,3,4-Trichlorotoluene	102-47-6				
alpha,alpha,2,6-Tetrachlorotoluene	81-19-6				
alpha,alpha,alpha,2-Tetrachlorotoluene	2136-89-2				
alpha,alpha,alpha,4-Tetrachlorotoluene	5216-25-1				
2,3,4,5,6-Pentachlorotoluene	877-11-2				
8. CHLORINATED AND OTHER SOLVENTS					
Dichloromethane	75-09-2			1 µg/l	0.3 mg/kg
Trichloromethane	67-66-3				
Tetrachloromethane (Carbontetrachloride) (C/M, S)	56-23-5				
Chlorinated ethanes and ethenes	Various				
1,1,2-Trichloroethane (C/M, S)	79-00-5				
1,1-Dichloroethane (C/M, S)	75-34-3				

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge
1,2-Dichloroethane (C/M, S)	107-06-2	1 µg/l	0.3 mg/kg
Trichloroethylene (C/M, S)	79-01-6		
Tetrachloroethylene (C/M, S)	127-18-4		
1,1,1-Trichloroethane (C/M, S)	71-55-6		
1,1,1,2-Tetrachloroethane (C/M, S)	630-20-6		
1,1,2,2-Tetrachloroethane (C/M, S)	79-34-5		
Pentachloroethane (C/M, S)	76-01-7		
1,1-Dichloroethylene (C/M, S)	75-35-4		
1,2,3-Trichloropropane (C/M, S)	96-18-4		
Hexachlorobutadiene (C/M, S)	87-68-3		
Other VOC's			
Methyl-ethyl ketone	78-93-3	1 µg/l	0.1 mg/kg
Benzene	71-43-2		
Toluene	108-88-3		
Ethylbenzene	100-41-4		
Xylene (Co)	1330-20-7		
Styrene	100-42-5		
Cyclohexanone	108-94-1		2 mg/kg
2-Ethoxyethyl acetate	111-15-9		10 mg/kg
Acetophenone	98-86-2		0.1 mg/kg
N,N-dimethylformamide	68-12-2		50 mg/kg
1-Methyl-2-pyrrolidone (NMP)	872-50-4		0.1 mg/kg
2-phenyl-2-propanole	617-94-7		20 mg/kg
Bis(2-methoxyethyl) ether	111-96-6		
N,N-dimethylacetamide	127-19-5		
2-Ethoxyethanol	110-80-5	50 µg/l	-
2-Methoxyethanol	109-86-4		
2-methoxyethylacetate	110-49-6		
2-methoxypropylacetate	70657-70-4		
Phenol	108-95-2		
Ethylene glycol dimethyl ether (EGDME)	110-71-4	1 µg/l	20 mg/kg
Formamide	75-12-7		0.1 mg/kg
o-Xylene	95-47-6		
m-Xylene	108-38-3		

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge
p-Xylene	106-42-3	1 µg/l	0.1 mg/kg
9. CHLOROPHENOLS			
Pentachlorophenol	87-86-5	0.5 µg/l	0.025 mg/kg
Tetrachlorophenol	25167-83-3		
2,3,4,5-Tetrachlorphenol	4901-51-3		
2,3,4,6-Tetrachlorphenol	58-90-2		
2,3,5,6-Tetrachlorphenol	935-95-5		
Trichlorophenol	25167-82-2		
2,4,6-Trichlorphenol	88-06-2		
2,3,4-Trichlorphenol	15950-66-0		
2,3,5-Trichlorphenol	933-78-8		
2,3,6-Trichlorphenol	933-75-5		
2,4,5-Trichlorphenol	95-95-4		
3,4,5-Trichlorphenol	609-19-8		
Dichlorophenols (DiCP)	25167-81-1		
2,3-dichlorophenol	576-24-9		
2,4-dichlorophenol	120-83-2		
2,5-Dichlorophenol	583-78-8		
3,4-dichlorophenol	95-77-2		
3,5-dichlorophenol	591-35-5		
2,6-Dichlorophenol	87-65-0		
Monochlorophenols	Various 95-57-8 108-43-0 106-48-9		
Salts and Esters from the above mentioned Chlorophenols	Various		
10. SCCP			
Short chained chlorinated paraffins (SCCP), C10-13	85535-84-8	0.4 µg/l	0.03 mg/kg
Middle chained chlorinated paraffines (MCCP)	85535-85-9		
11. HEAVY METALS			
Total Cadmium (Cd)	7440-43-9	0.1 µg/l	1 mg/kg
Total Lead (Pb)	7439-92-1	1 µg/l	
Total Mercury (Hg)	7439-97-6	0.05 µg/l	0.006 mg/kg
Total Nickel (Ni)	7440-02-0	1 µg/l	1 mg/kg

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge	
Total Chromium (Cr)	7440-47-3	1 µg/l	1 mg/kg	
Cr(VI)	18540-29-9			
Total Arsenic (As)	7440-38-2			
Total Copper (Cu)	7440-50-8			
Total Zinc (Zn)	7440-66-6			
Total Manganese (Mn)	7439-96-5			
Total Antimony (Sb)	7440-36-0			
Total Cobalt (Co)	7440-48-4			
12. POLYCYCLIC AROMATIC HYDROCAROBENS (PAH'S)				
Acenaphthene	83-32-9	1 µg/l	0.6 mg/kg	
Acenaphthylene	208-96-8			
Anthracene	120-12-7			
Benza[a]anthracene	56-55-3			
Benza[a]pyrene	50-32-8			
Benzo[b]fluoranthene	205-99-2			
Benzo[ghi]perylene	191-24-2			
Benzo[k]fluoranthene	207-08-9			
Chrysene	218-01-9			
Dibenzo[a,h]anthracene	53-70-3			
Fluoranthene	206-44-0			
Fluorene	86-73-7			
Indeno[1,2,3-cd]pyrene	193-39-5			
Naphthalene	91-20-3			0.1 mg/kg
Phenanthrene	85-01-8			0.6 mg/kg
Pyrene	129-00-0			
GENERAL REQUIREMENTS				
pH-value		6.0-9.0		
Max. effluent temperature		40°C		
Color / spectral absorption at 436 nm [m-1]		10 m-1		
Color / spectral absorption at 525 nm [m-1]		7 m-1		
Color / spectral absorption at 620 nm [m-1]		5 m-1		
Absorbable organic halogens AOX (as Cl) [mg/l]		1 mg/l		
Chemical oxygen demand COD (as O ₂) [mg/l]		200 mg/l		
Biochemical oxygen demand BOD ₅ (as O ₂) [mg/l]		50 mg/l		

Annex A – DETOX TO ZERO MRSL

Substance	Cas No.	Output: Wastewater	Output: Sludge	
Total suspended solid [mg/l]		50 mg/l	-	
Total organic carbon TOC (as C) [mg/l]		100 mg/l		
Phosphor total as P [mg/l]		5 mg/l		
Ammonia as NH ₄ ⁺ [mg/l]		10 mg/l		
Sulphides (as S ₂) [mg/l]		2 mg/l		
Sum PAH (16 components) [mg/l]		-	6 mg/kg dry substance	
Sum chlorianted (aliphatic and aromatic) [mg/l]				
Total mineral oil C10 - C20 [mg/l]				560 mg/kg dry substance
Total mineral oil C20 - C40 [mg/l]				5600 mg/kg dry substance
PCB (sum 7 cogeneres) 62 [mg/l]				0,8 mg/kg dry substance

ANNEX B – Terms of Use

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Note

These Terms of Use (hereinafter 'Terms') govern the relationship between OEKO-TEX® Association, having its address at Genferstrasse 23, P.O. Box 2006, 8027 Zurich, Switzerland (hereinafter 'OEKO-TEX®') and the party registering on the DETOX TO ZERO by OEKO-TEX® platform for the purpose of OEKO-TEX®'s 'DETOX TO ZERO by OEKO-TEX®' process (hereinafter 'User').

ANNEX B – Terms of Use

DETOX TO ZERO by OEKO-TEX® is the comprehensive verification and reporting system that recognizes the requirements requested by the Detox campaign of Greenpeace.

The System is fully integrated and harmonized with the OEKO-TEX® Portfolio. „DETOX TO ZERO“ is a tailored solution, based on the STeP by OEKO-TEX® philosophy, and creates a new service that can be seen as a path towards the STeP by OEKO-TEX® certification.

The service is, therefore, focusing on:

- › chemical management
- › wastewater and
- › sludge measurements

Additionally OEKO-TEX® will focus on the topics of:

- › the precautionary principle and action
- › the right to know
- › a publicly available register of data

DETOX TO ZERO by OEKO-TEX® is not only checking minimum requirements of the Detox campaign but also sets a standard for additional factors such as KPI resources, health and safety as well as environmental management in general.

The verification and reporting system DETOX TO ZERO by OEKO-TEX® is usable by different players of the textile market such as:

- › Brands / Retailers
- › Traders of textile chemicals
- › Manufacturers of textile chemicals
- › Sourcing Offices
- › Manufacturers of textiles throughout supply chain

1.1. Access DETOX TO ZERO by OEKO-TEX® Assessment Tool

1.1.1.

OEKO-TEX® shall provide the User with the access data for OEKO-TEX®'s web-based DETOX TO ZERO by OEKO-TEX® Assessment Tool upon completion of the following:

- › User being duly registered on the DETOX TO ZERO by OEKO-TEX® platform;
- › Receipt of these duly signed Terms from the User. The User should have also signed all the required agreements with OEKO-TEX®'s member institutes (as applicable); and
- › Payment of all applicable fees. The User should have paid all applicable fees due to OEKO-TEX®'s member institutes in accordance with the terms of engagement and related agreements between the User and the member institutes.

ANNEX B – Terms of Use

1.1.2.

The User shall then complete the questionnaire that forms part of the DETOX TO ZERO by OEKO-TEX® Assessment Tool. The data provided shall be analysed and evaluated by OEKO-TEX® to assess compliance with the requirements requested by the Detox campaign of Greenpeace and assess the sustainability of the User's textile production plant by analysing chemical management, wastewater and sludge testing. OEKO-TEX®'s auditor(s) shall additionally visit the User's production facility and verify the information provided by the User into the DETOX TO ZERO by OEKO-TEX® Assessment Tool.

1.1.3.

OEKO-TEX® reserves the right to request for further information and documents required to properly assess the User's textile production plant for the purpose of its analysis. User's confidential information provided to OEKO-TEX® during the process shall be held by OEKO-TEX® in strict confidence and shall not be disclosed by OEKO-TEX® to any third party without the User's consent.

1.1.4.

OEKO-TEX® shall then create a Status Report based on its analysis of the information and documents received and the results of the audit.

If OEKO-TEX®'s prescribed DETOX TO ZERO by OEKO-TEX® requirements have been met, OEKO-TEX® shall issue a DETOX TO ZERO by OEKO-TEX® Status Report to the User and grant a license to use OEKO-TEX®'s prescribed trademark. The User must strictly adhere to the Regulations for the Use of the trademark of OEKO-TEX® Association ('Regulations') which contain the terms for the grant of the license. Please see the Regulations under Chapter 3 The Regulations automatically come into effect and are binding on the User as of the date that OEKO-TEX® issues a DETOX TO ZERO by OEKO-TEX® Status Report to the User.

1.1.5.

The DETOX TO ZERO by OEKO-TEX® Status Report is valid for a period of one year from the date of issue, after which the User would have to undergo a re-verification process (i.e. under 1.1.2) to renew the DETOX TO ZERO by OEKO-TEX® Status Report.

OEKO-TEX® may congruency the DETOX TO ZERO by OEKO-TEX® Status Report immediately upon written notice to the User if the User fails, at any time, to fulfil the Data-Requirements requested by DETOX TO ZERO by OEKO-TEX®, instructions of OEKO-TEX® and its member institutes and applicable laws.

1.2. Data Protection

1.2.1.

Any data provided by the User belongs to the User.

1.2.2.

Sharing / Exchanging data with any other User of DETOX TO ZERO by OEKO-TEX® verification and reporting system is up to the decision of the User. The User controls what information he is revealing to whom and when. Any data provided by the User will be processed by OEKO-TEX® in relation to the performance of the contract under these Terms.

1.2.3.

DATA WILL BE STORED AT THE INIT.AT (INFORMATIONSTECHNOLOGIE GMBH, FOCKYGASSE 29-31, 1120 VIENNA) AND AT THE INTERXION ÖSTERREICH GMBH (LOUIS-HÄFLIGER-GASSE 10, OBJEKT 50, 1210 VIENNA) IN AUSTRIA.

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1.2.4.

Data will be stored on the servers of init.at for 10 years.

1.2.5.

OEKO-TEX® will generate out of the given data statistics and benchmarks.

1.2.6.

data in shared statistics are anonymised.

1.2.7.

The security of the User's data is utmost important to OEKO-TEX®. Please note that certain information, statements, data and content that the User provides to the DETOX TO ZERO by OEKO-TEX® verification and reporting system are likely to reveal the User's gender, ethnic origin, nationality, and / or other possibly sensitive personal information.

1.2.8.

The User acknowledges and agrees that his submission of any information is voluntary on his part.

1.2.9

Further, the User acknowledges, and agrees that OEKO-TEX® and its member institutes may access, process, preserve and disclose to the authorities his registration information and any other information provided by the User if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary in our opinion.

1.2.10.

No method of transmission over the Internet, or method of electronic storage, is 100% secure. While OEKO-TEX® requested from init.at and Interxion Austria to use most up-to-date efforts to protect and safeguard your data, OEKO-TEX® and init.at and Interxion Austria cannot guarantee the security of the Site, the platform and the User's data. Accordingly, OEKO-TEX® and init.at assume no liability for any claims or liabilities arising from technology failures, disclosure of data due to errors in transmission, unauthorized and illegal third party access, or other acts or omissions beyond OEKO-TEX® reasonable control.

1.2.11.

OEKO-TEX® strives to create a global community with consistent standards for everyone, but OEKO-TEX® also strives to respect local laws. The following provisions apply to the DETOX TO ZERO by OEKO-TEX® verification and reporting system outside Austria: (I) YOU CONSENT TO HAVING YOUR data TRANSFERRED TO AND PROCESSED IN AUSTRIA AND SWITZERLAND AND OTHER COUNTRIES WHICH MAY HAVE A LOWER LEVEL OF data PROTECTION.

1.3. Obligations of the User

1.3.1.

The User shall promptly provide all information and documents required by OEKO-TEX® for the DETOX TO ZERO by OEKO-TEX® verification and reporting process.

1.3.2.

The User represents and warrants that all the information and documents provided by it shall be current, accurate and complete in all respects.

ANNEX B – Terms of Use

1.3.3.

The User shall not use the DETOX TO ZERO by OEKO-TEX® Assessment Tool for any purpose other than to provide OEKO-TEX® with the data required for the DETOX TO ZERO by OEKO-TEX® verification and reporting process. The User shall ensure that the DETOX TO ZERO by OEKO-TEX® Assessment Tool is not exposed to any computer virus.

1.3.4.

The User shall at all times fully comply with applicable laws, these Terms, prescribed DETOX TO ZERO by OEKO-TEX® guidelines, instructions provided OEKO-TEX® and the instructions and terms contained in agreements with OEKO-TEX®'s member institutes. The User shall indemnify and hold OEKO-TEX® harmless from its failure to comply that directly or indirectly negatively impacts, damages or results in any claims against OEKO-TEX®.

1.3.5.

The User acknowledges that all rights, title and interest in and to the DETOX TO ZERO by OEKO-TEX® Assessment Tool, the DETOX TO ZERO by OEKO-TEX® guidelines and verification and reporting process, including in particular all intellectual property rights, vest and remain exclusively with OEKO-TEX® and nothing contained in these Terms shall at any time be deemed to give to the User any right, title or interest therein or thereto unless expressly specified herein.

1.3.6.

The User warrants that it shall take all the requisite steps to ensure that OEKO-TEX®'s intellectual property rights are not infringed. In particular, the User agrees not to:

- Prepare any derivative work based on the contents of the DETOX TO ZERO by OEKO-TEX® Assessment Tool or DETOX TO ZERO by OEKO-TEX® guidelines and verification and reporting process; or
- Take any action which may impair any rights, title or interest of OEKO-TEX® to the DETOX TO ZERO by OEKO-TEX® Assessment Tool, DETOX TO ZERO by OEKO-TEX® guidelines and verification and reporting process or any of its trademarks or logos in any country or create any right, title or interest therein or thereto which may be adverse to that of OEKO-TEX®.

1.3.7.

The User shall notify OEKO-TEX® without delay if it becomes aware of any actual or threatened infringement or misuse any of OEKO-TEX®'s intellectual property rights. In the event of any such infringement, OEKO-TEX® will have the option of bringing, at its expense, any action for such infringement on behalf of itself. The User will cooperate fully with OEKO-TEX® in that regard.

1.3.8.

To the extent the suit, action, proceeding or claim is attributable (in full or in part) to non-permitted use of OEKO-TEX®'s intellectual property rights by the User, the User shall bear all costs for the defence and shall indemnify and hold harmless OEKO-TEX® from any liability for damages that arises from any claim.

1.3.9.

The User shall not share its access rights to the DETOX TO ZERO by OEKO-TEX® platform and the DETOX TO ZERO by OEKO-TEX® Assessment Tool with any third party. Further, User shall not assign or transfer its rights and obligations under these Terms without OEKO-TEX®'s prior written consent.

ANNEX B – Terms of Use

1.4. Site Visit by Auditor(s)

1.4.1.

The User understands and agrees that as part of the process and during the validity of the DETOX TO ZERO by OEKO-TEX® Status Report one or more auditors appointed by OEKO-TEX® may make announced (i.e. with prior written notice) visits to the User's textile production plant at any time on a business day. Auditors follow always the rules of the company's security procedures.

1.4.2.

The User shall promptly and without question, fully cooperate with the auditor(s) and grant entrance and full access to the auditor(s) unless prohibited from doing so because of an event of force majeure. The User understands that any failure to do so may result in OEKO-TEX®'s failure to issue or cancel the DETOX TO ZERO by OEKO-TEX® verification and reporting process.

1.4.3.

During the audits, the auditor(s) is / are allowed to take pictures for documentation only, this covers areas of environmental and workers safety, social compliance and measures of prevention. Those pictures will use only for internal documentation purposes and we will respect all areas of industrial secrets.

1.5. Fee

1.5.1.

In consideration for DETOX TO ZERO OEKO-TEX®'s Status Report the User shall pay to OEKO-TEX® a onetime fee of Euro 780.- (Euro Seven Hundred Eighty) per textile production plant being assessed. The fee is exclusive of VAT (if applicable). Further the User shall pay all applicable fees due to OEKO-TEX®'s member institutes in accordance with the terms of engagement and related agreements between the User and the member institutes. Disbursements (if any) are charged against cost price. Does a company decide within 6 month after the DETOX TO ZERO OEKO-TEX® verification and reporting process to switch to a STeP certification the fee for the DETOX TO ZERO OEKO-TEX® verification and reporting process will be credited.

1.5.2.

The User shall bear all the costs for any site visits conducted by OEKO-TEX® during and for the validity of the DETOX TO ZERO by OEKO-TEX® verification and reporting process.

1.5.3.

The fee shall be payable within 30 (thirty) days after receipt of OEKO-TEX® Institute's invoice by the User unless otherwise agreed. OEKO-TEX® has the right to charge without any further notice, and in addition to any other rights it may have under these Terms, applicable law or equity, interest of 10% (ten per cent) per year up to the date of full payment for any fee paid later than the 30 (thirty) day payment period.

1.5.4.

OEKO-TEX® may annually review and, if necessary, revise the fees and such revision shall become effective only as of the following calendar year.

ANNEX B – Terms of Use

1.6. Confidentiality and Non-Solicitation

1.6.1.

For the purpose of these Terms, the term, Confidential Information' shall mean any and all information of, or disclosed by OEKO-TEX® which is in oral, written, graphic, machine readable or other tangible or intangible form, irrespective of whether it is designated or marked as 'confidential' or not.

1.6.2.

User shall:

- Treat as strictly secret and confidential all Confidential Information of OEKO-TEX®
- Implement all reasonable procedures to prohibit any disclosure of OEKO-TEX®'s Confidential Information; and
- Not disclose such Confidential Information to any third party without prior permission in writing by OEKO-TEX®

1.6.3.

Notwithstanding the above, User shall have no liability to the other with regard to any Confidential Information which:

- Was through no fault of User generally known and available in the public domain at the time it was disclosed;
- Is disclosed with the prior written approval of OEKO-TEX®; or
- Is disclosed pursuant to the order or requirement of a court, administrative agency or governmental body

User shall bear the burden of proof if it relies on the limitations of this Clause 5.3.

1.6.4.

Without limitations to the foregoing, User shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own Confidential Information of like importance to third parties, but in no event less than reasonable care.

1.6.5.

User shall immediately on OEKO-TEX®'s request, return to OEKO-TEX® or destroy, as per OEKO-TEX® 's written instructions, the Confidential Information and any and all copies, notes, records or other written, printed or tangible materials pertaining to the Confidential Information. User's obligation to maintain OEKO-TEX®'s Confidential Information received during the validity of these Terms as 'confidential' and not to disclose the same shall survive in perpetuity.

1.6.6.

During the validity of these Terms and for a period of six months thereafter, User shall not, either on its own account or for any other person, firm or company, directly or indirectly solicit, interfere with or endeavour to induce the employees of the OEKO-TEX® and / or any of its member institutes to leave their employment or solicit or endeavour to entice away or discourage any of OEKO-TEX®'s suppliers, customers, agents or any person or company whom OEKO-TEX® has any dealing with.

1.6.7.

OEKO-TEX® assures that all information given by the company will be handled absolutely confidential.

ANNEX B – Terms of Use

1.7. Indemnification and Limitation of liability

1.7.1.

The User expressly agrees that the use of the DETOX TO ZERO by OEKO-TEX® Assessment Tool is at the User's sole risk. OEKO-TEX® does not warrant that the DETOX TO ZERO by OEKO-TEX® Assessment Tool or the DETOX TO ZERO by OEKO-TEX® verification and reporting process shall run uninterrupted or error free, nor makes any warranty as to the results to be obtained from their use. In no event, shall:

- OEKO-TEX® be liable for any loss, claims or damages resulting to the User or any third party (in full or in part) arising from outdated, inaccurate or incomplete information provided by the User or failure to strictly being compliant with the prescribed DETOX TO ZERO by OEKO-TEX® guidelines or the instructions of OEKO-TEX® and / or its member institutes.
- OEKO-TEX® be liable to the User or any third party for any indirect, special or consequential damages or lost profits
- OEKO-TEX®'s total liabilities exceed CHF 1000 / - (Swiss Francs One Thousand). To clarify, this limitation is cumulative and the sum of multiple claims may not exceed this limit irrespective of the cause of origin.

1.7.2.

The User shall indemnify OEKO-TEX® against any and all losses, damages, claims or expenses incurred or suffered by OEKO-TEX® as a result of the User's breach of these Terms.

1.8. Termination

1.8.1.

These Terms come into effect for the User as of the date on which the User affixes its signatures hereto.

1.8.2.

These Terms shall lapse automatically with immediate effects and without notice in the event:

- The validity of the DETOX TO ZERO by OEKO-TEX® Status Report expires and the User does not undergo a new reporting process.
- A receiver, liquidator or official manager of the User or any of its assets is appointed, or if the User enters into any composition or arrangement with its creditors, or the issuance of an order for the provisional or final winding up of the User or upon the occurrence of any other bankruptcy or insolvency, whether voluntary or involuntary creditor.

1.8.3.

In addition to the above, OEKO-TEX® may terminate these Terms by giving written notice to User at any time in the event:

- The User breaches any of the terms and conditions contained in these Terms (includes the Regulations) and such breach is not remedied within 30 (thirty) days after the User has received notice of it from OEKO-TEX®; or
- The right to use OEKO-TEX®'s prescribed trademark under the Regulations is terminated. The termination shall be effective immediately upon written notice to the User. This termination right is without prejudice to any other rights that OEKO-TEX® may have against the User under these Terms, applicable law and / or equity.

ANNEX B – Terms of Use

1.8.4.

Upon termination, OEKO-TEX® may:

- Cease User's access to the DETOX TO ZERO by OEKO-TEX® platform and / or DETOX TO ZERO by OEKO-TEX® Assessment Tool;
- Suspend or terminate the DETOX TO ZERO by OEKO-TEX® certification process; and / or
- Cancel / invalidate the DETOX TO ZERO by OEKO-TEX® Status Report, whereby the grant of license over OEKO-TEX®'s prescribed trademark shall automatically expire and the User must cease its use immediately.

1.8.5.

Termination of these Terms shall not:

- Release any party from any obligation or liability which accrued to that Party prior to the date of termination;
- Relieve the User of the obligation to pay the fees (includes License Fee under the Regulations) or any other charges due and payable. Further, any fee already paid shall not be refunded; or
- Limit or otherwise affect any other remedy that a Party may have arising out of the event that gave rise to the right of termination.

1.9. Notice

1.9.1.

All notices under these Terms shall be in writing. Notices to OEKO-TEX® must be delivered or sent at details set out below. Notices to the User must be delivered and sent at the notice details provided near the signature block. Any change in the details should be communicated to the other Party within seven (7) days.

1.9.2.

Apart from the above named, the User shall not contact or communicate directly with any officers, employees, consultants, advisers, customers or suppliers of OEKO-TEX® without OEKO-TEX®'s prior written consent. All further contacts will be listed separately (depending on the project).

1.10. Miscellaneous

1.10.1.

The regulations for the use of the trademark (Chapter 3) form an integral part of these terms and should be considered as such, as if they were set out in full in these terms. OEKO-TEX® may, at its discretion, unilaterally revise these terms. Such revised terms shall be applicable for the User upon receipt of notification from OEKO-TEX®.

1.10.2.

If any provision of these Terms is declared invalid, illegal or unenforceable by a competent legal authority, such provision shall be severed from these Terms and all other provisions of these Terms shall remain in full force and effect OEKO-TEX® shall replace the severed provision by another legally valid provision, which will as closely as possible reflect its original intention.

ANNEX B – Terms of Use

1.10.3.

No failure to exercise or delay in exercising any right or remedy under these Terms by OEKO-TEX® shall operate as waiver thereof. No provision of these Terms may be waived unless agreed to in writing by OEKO-TEX®. The waiver of a breach of any provision of these Terms shall not be deemed to constitute a waiver of any other or subsequent breach of the same or any other provision hereof.

1.10.4.

These Terms are governed by the laws of Switzerland. Disputes and claims arising out of or relating to these Terms shall be submitted to the exclusive jurisdiction of courts in Zürich, Switzerland.

ANNEX B – Terms of Use

By putting its signature at the signature block below, the User confirms that it has read, understood and agrees fully with all the terms and conditions contained herein, including its annexes.

The notice details of the User (see Clause 8 of the Terms) are as follows:

Firm

Salutation / Name / Surname

Street No.

ZIP-Code

City

State

Country

Phone / FAX

Homepage

E-mail

Responsible person

Name

Phone / FAX

E-mail

These Terms must be signed by two authorised representatives of the User, one of which is a member of its board and the other, preferably by the individual responsible within the User’s organisation for the DETOX TO ZERO by OEKO-TEX® verification and reporting process.

These Terms of Use are hereby signed for
and behalf of the User, namely

registered as a

under the laws of

having its registered office address at

Date, place

Director and STeP authorised signatory

ANNEX B – Terms of Use

Management representatives to ensure deputy representation during the DETOX TO ZERO by OEKO-TEX® audit.

Manager 1

Position / Function

Full Name

Manager 2

Position / Function

Full Name

Manager 3

Position / Function

Full Name

Manager 4

Position / Function

Full Name

Manager 5

Position / Function

Full Name

Manager 6

Position / Function

Full Name

ANNEX B – Terms of Use

3.1. Grant of License

3.1.1.

For the purpose of these Regulations for the Use of the trademark of OEKO-TEX® Association ('Regulations'), the term 'trademark' shall mean the EU trademark bearing registration number 30 2013 022 301 as follows:

3.1.2.

These Regulations automatically come into effect and are binding on the User as of the date that OEKO-TEX® issues a 'DETOX TO ZERO by OEKO-TEX® Status Report' to the textile facility of the User after it has undergone the DETOX TO ZERO by OEKO-TEX® verification and reporting process and is deemed to be complied with OEKO-TEX®'s prescribed DETOX TO ZERO by OEKO-TEX® guidelines.

3.1.3.

Subject to the terms and conditions of these Regulations, OEKO-TEX® hereby grants the User the personal and non-exclusive right to use the trademark for the promotion, marketing and sale of the products manufactured at the assessed and audited Production Facility. The licensed right is non-transferable and may not be sublicensed without OEKO-TEX®'s prior permission in writing.

3.2. Ownership of trademark

3.2.1.

The User acknowledges that all rights, title and interest in and to the trademark, including in particular all intellectual property rights, vest and remain exclusively with OEKO-TEX®, and the use of the trademark shall inure to the benefit of OEKO-TEX® only.

3.2.2.

Nothing contained in these Regulations or the Terms of Use of OEKO-TEX® shall at any time be deemed to give to the User any right, title or interest in or to the trademark except as specifically granted.

3.3. Obligations of the User for the use of the trademark

3.3.1.

The User shall not use the trademark other than for the purpose stated in these Regulations.

3.3.2.

The User shall use the trademark only in the form and colour prescribed by OEKO-TEX® (see Chapter 3. Regulations).

3.3.3.

The trademark must specify the correct version of the guidelines applicable to the Production Facility.

3.3.4.

Products bearing the trademark manufactured by the User at the Production Facility shall, at all times and for all batches, comply to the DETOX TO ZERO by OEKO-TEX® guidelines.

ANNEX B – Terms of Use

3.3.5.

The User shall bear all costs associated with the use of the trademark on its products manufactured at the Production Facility.

3.3.6.

The User agrees and acknowledges that the DETOX TO ZERO by OEKO-TEX® Status Report is not a guarantee of the functionality of the product manufactured at the Production Facility and the User shall be solely liable to third parties for any defect in such products.

3.3.7.

The User's use of the trademark is subject to the User's continuous observance of sound commercial practices and compliance with all applicable laws as well as compliance with DETOX TO ZERO by OEKO-TEX® guidelines, instructions and regulations of OEKO-TEX® and its member institutes (as applicable).

3.3.8.

The User shall not assign or transfer its rights and obligations under these Regulations except with the prior written consent of OEKO-TEX®.

3.3.9.

The User warrants that it shall take all the requisite steps to ensure that OEKO-TEX®'s rights to intellectual property in and to the trademark are not infringed during the validity of the DETOX TO ZERO by OEKO-TEX® Status Report issued to the User and also thereafter. In particular, the User agrees not to:

- Register or use a trade / service marks which may be similar to or considered to be infringing the trademark in any country;
- Take any action which may impair any rights, title or interest of OEKO-TEX® to the trademark in any country or create any right, title or interest therein or thereto which may be adverse to that of OEKO-TEX®.

3.3.10.

The User shall notify OEKO-TEX® without delay if it becomes aware of any actual or threatened infringement or misuse of the trademark. In the event of any such infringement, OEKO-TEX® will have the option of bringing, at its expense, any action for such infringement on behalf of itself. The User will cooperate fully with OEKO-TEX® in that regard. All amounts received in connection with any action taken against such infringement shall be the property of OEKO-TEX®.

3.3.11.

To the extent the suit, action, proceeding or claim is attributable (in full or in part) to non-permitted use of the trademark by the User, the User shall bear all costs for the defence and shall indemnify and hold harmless OEKO-TEX® from any liability for damages that arises from any claim.

3.4. License Fee

3.4.1.

In consideration for the license to use the trademark as per the terms of these Regulations, the User shall pay to OEKO-TEX® a License Fee of € 780 / - (Euro Seven Hundred Eighty) for each verified Production Facility. The License Fee is exclusive of VAT. To clarify, in the event that the User undergoes the reverification and reporting process as per Clause 7.2 of the Terms of Use, the License Fee is payable again if the DETOX TO ZERO by OEKO-TEX® Status Report is reissued to the User by OEKO-TEX®.

ANNEX B – Terms of Use

3.4.2.

The License Fee shall be payable within 30 (thirty) days after receipt of OEKO-TEX® Institute's invoice by the User unless otherwise agreed. OEKO-TEX® has the right to charge without any further notice, and in addition to any other rights it may have under these Regulations, the Terms of Use, applicable law or equity, interest of 10% (ten per cent) per year up to the date of full payment for any fee paid later than the 30 (thirty) day payment period.

3.4.3.

OEKO-TEX® may annually review and, if necessary, revise the License Fee and such revision shall become effective only as of the following calendar year.

3.5. Termination and Effects of Termination

3.5.1.

The right to use the trademark lapses automatically and with immediate effect:

- Upon written agreement of OEKO-TEX® and the User;
- If directed by OEKO-TEX®; if OEKO-TEX®, in its discretion, has grounds to believe that the verified Production Facility is no longer complying with the applicable OEKO-TEX®'s DETOX TO ZERO by OEKO-TEX® guidelines;
- If the User stops production at the Production Facility;
- If the validity of the DETOX TO ZERO by OEKO-TEX® Status Report has expired or it has been canceled / invalidated;
- If OEKO-TEX®'s DETOX TO ZERO by OEKO-TEX® guidelines applicable to the verified Production Facility are canceled / changed by OEKO-TEX® by way written notice specifying reason for cancellation / change; or
- By way of a written notice upon the material breach by the User of these Regulations unless such breach is remedied within thirty (30) days after the User has received notice in writing of it by OEKO-TEX®.

3.5.2.

Upon termination of the right to use the trademark, the User shall take all steps to immediately discontinue the use of the trademark with respect to the Production Facility (includes promotion, marketing and packaging of any products manufactured therein).

3.6. Miscellaneous

3.6.1.

The terms of these Regulations shall be incorporated by reference into OEKO-TEX®'s Terms of Use as if set forth in full therein.

3.6.2.

OEKO-TEX® may, in its discretion, revise these Regulations and subsequently inform the User in writing with a copy of the revised Regulations. Such revised Regulations shall be applicable on the User upon receipt.

3.6.3.

These Regulations are governed by the laws of Switzerland. Disputes or claims arising out of or in relation to these Regulations shall be submitted to the exclusive jurisdiction of courts in Zürich, Switzerland.

ANNEX C – Members of OEKO-TEX®

AR	CITEVE Argentina Av. Córdoba 612, 5° P. "A" - (C1054AAS), Ciudad de Buenos Aires, Argentina
AT	ÖTI - Institut für Ökologie, Technik und Innovation GmbH Spengergasse 20, 1050 Wien, Austria
AU	TESTEX Swiss Textile-Testing Ltd. Level 6, Suite 601, 1 Queens Road, VIC 3004 Melbourne, Australia
BD	Hohenstein Institute Bangladesh House no. 343, Road no. 25, New DOHS, Mohakhali, 1206 Dhaka, Bangladesh
BE	CENTEXBEL Technologiepark 7, 9052 Zwijnaarde, Belgium
BG	Hohenstein Institute Bulgaria FPI Business Center, 51 B Cherni Vrah blvd., 1407 Sofia, Bulgari
BR	CITEVE Brasil Prestação de Serviços Lda. Parque Cultural Paulista, Av. Paulista , 37 4ºandar, Paulista - São Paulo, Brazil
BY	Hohenstein Institute Belarus Pritytskogo str, 112-70, 220017 Minsk, Belarus
CA	TESTEX Vancouver #3, 15243 91 Avenue, V3R 8P8 Surrey, BC, Canada
CH	TESTEX AG Schweizer Textilprüfinstitut Gotthardstrasse 61, Postfach 2156, 8027 Zürich, Switzerland
CL	CITEVE Chile Alfredo Barros Errazuriz 1954, of 702, Providencia, Santiago, Chile
CN	TESTEX Swiss Textile-Testing Ltd. 1318, 13F, Hitech Plaza, 831 Changshou Road, 200 042 Shanghai, China
CN	TESTEX Swiss Textile-Testing Ltd. Unit 2, 16A, Tower A, Xihuan Plaza, No.6 Gaoliangqiao Road, Xicheng District, 100 044 Beijing, China
CO	Hohenstein Institute Colombia Carrera 11 No. 87 - 51, Oficina 301, Bogotá D.C., Colombia
CZ	OETI Czechia - Institute for Ecology, Těšnov 5, Praha 1, Czech Republic
DE	HOHENSTEIN Textile Testing Institute GmbH & Co. KG Schloss Hohenstein, 74357 Bönningheim, Germany
DK	DTI Tekstil Teknologisk Institut Gregersensvej, 2630 Taastrup, Denmark

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DO	Hohenstein Institute Dominican Republic Calle Marosa, Residencial Brunis VI, Apartamento B2, Apartado Postal 444, Santiago, Dominican Republic
EC	Hohenstein Institute Ecuador Av. 10 de Agosto 10640 y Manuel Zambrano, Quito, Ecuador
EG	OETI - Austrian Textile Research Company Ltd 24 El Atebaa St., Dokki, Giza , Egypt
ES	AITEX Instituto Tecnológico Textil Plaza Emilio Sala, 1, 03801 Alcoy (Alicante) España, Spain
ET	Hohenstein Institute Ethiopia Sub City Bole Kebele 06/04, P. O. Box 3107, Addis Ababa, Ethiopia
FR	IFTH Lyon Institut Français du Textile et de l'Habillement Avenue Guy de Collongue, 69134 Ecully Cédex, Fra
GR	MIRTEC S.A. (CLOTEFI – Athens Division) Eleftheriou Venizelou 4, 17676 Kallithea, Athens, Greece
GT	Hohenstein Institute Guatemala Carretera al Salvador, Km 13,5, Residencial Los Altos, casa 14, Guatemala, Guatemala
HK	TESTEX Swiss Textile-Testing Ltd. 11/F, Unit 1102 B, Mirror Tower, 61 Mody Road, Tsim Sha Tsui East, Kowloon, Hongkong
HN	Hohenstein Institute Honduras ZIP Buena Vista Nave J1, Villanueva, Cortés, Honduras
HU	INNOVATEXT Textile Engineering and Testing Institute Co. Gyömrői út 86, 1103 Budapest, Hungary
ID	PT. TESTEX Testing and Certification Graha KADIN Bandung, 4th Floor, Room 401, Jl. Talaga Bodas No. 31, 40262 Bandung, Indonesia
ID	PT. TESTEX Testing and Certification Sona Topas Tower, 6th Floor, Jl. Jend Sudirman Kav 26, 12920 Jakarta, Indonesia
IE	TESTEX Swiss Textile-Testing 4th Floor, The Tower, Trinity Enterprise Campus, Grand Canal Quay, Dublin 2, Ireland
IN	Hohenstein India Pvt. Ltd. 604-B, Regency Plaza, Above Gloria Restaurant, Near Madhur Hall, Anand Nagar Cross Roads, 100 Feet Road, Satellite, 380015 Ahmedabad, India
IN	Hohenstein India Pvt. Ltd. Mumbai Office Asha House, 28 Suren Road, Andheri-Kurla Road, 400 093 Mumbai, India
IN	Hohenstein India Pvt. Ltd. 20/1, First Floor, Jaganathan Layout, Near Vinayagar Kovil Bus Stop, Karuvampalyam, Mangalam Road, 641 604 Tirupur, India

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IN	Hohenstein India Pvt. Ltd Delhi Office A-14, Sector-10, Behind Allahabad Bank, 201301 Noida, India
IT	CENTRO TESSILE COTONIERO E ABBIGLIAMENTO S.p.A. Piazza Sant' Anna 2, 21052 Busto Arsizio VA, Italy
JP	Nissenken Quality Evaluation Center OEKO-TEX® Laboratory , 2-16-11 Kuramae, Taito-ku, 111-0051 Tokyo, Japan
KE	Shirley Technologies Ltd 6th Floor Delta Corner – PWC Tower, Chiromo Road Westlands, PO Box 14805-00800, Nairobi, Kenya
KH	Hohenstein Institute Cambodia #113 Parkway Square 3FE, Mao Tse Toung Blvd., Sangkat, Toul Svey Prey 1, Khan Chamkamon, Phnom Penh, Cambodia
KR	TESTEX Swiss Textile-Testing Ltd. 3FI, Hoyse Building, 5, Samseong-Ro 108-Gil, Gangnam-Gu, Seoul, Korea, South
LA	Hohenstein Institute Laos Khamsavath Village, Xaysetha District, Vientiane Capital, Laos
LK	Hohenstein Institute Sri Lanka 424/2/1A, 3rd Floor, Godagama Building, Galle Road, Kollupitya, Colombo - 3, Sri Lanka
LT	AITEX Lithuania Vytauto av. 32- 311, 44328 Kaunas, Lithuania
MA	Hohenstein Institute Marocco 16 Rue Jaafar Bnou Atiya, Bourgogne, Casablanca, Morocco
MM	Hohenstein Institute Myanmar Building (1), Room no. 206, Myaing Hay Won Housing, 8-Mile Junction, Mayangone Township, Yangon, Burma, Myanmar
MX	Hohenstein Institute Mexico Picagregos No. 154 Bis, Col. Lomas de Las Aguilas, Deleg. Alvaro Obregón, 01730 Mexico, D.F., Mexico
MY	TESTEX Swiss Textile-Testing Ltd. S-12-08, 12th Floor, South Block Office Tower, First Subang, Jalan SS 15/4G, 47500 Subang Jaya, Selangor Ehsan, Malaysia
NO	Swerea IVF AB Sandakerveien 24 C, Bygg B, P.O. Box 4682 Nydalen, 0405 Oslo, Norway
PE	Hohenstein Institute Peru República de Panamá 2577, Distrito de La Victoria, Lima 13, Peru
PH	TESTEX Philippines Representative Office 1504A Richville Corporate Tower, 1107 Alabang-Zapote Road, Madrigal Business Park, Alabang, Muntinlupa City, Metro Manila, Philippines

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PK	AITEX Pakistan Al-Hafeez Mall, 82-D-1, Suite # 418, Main Boulevard, Gulberg III, Lahore 54660, Pakistan
PL	Instytut Włókiennictwa ul. Gdańska 118, 90-520 Łódź, Po
PT	CITEVE Centro Tecnológico das Indústrias Têxtil Quinta da Maia, Rua Fernando Mesquita, 2785, 4760-034 Vila Nova de Famalicão, Portugal
RO	Hohenstein Institute Romania Rodniciei Str. 53/7, 540441 Tirgu-Mures, Jud. Mures, Romania
RU	Hohenstein Institute RUS Twerskaja 20, Office 418, 125 009 Moskau, Russia
SE	Swerea IVF AB Argogatan 30, Box 104, 43122 Mölndal, Sweden
SG	Shirley Technologies Ltd. 18 Boon Lay Way, #07-147, Trade Hub 21, 609966 Singapore, Singapore
SK	VÚTCH-CHEMITEX, spol. s r.o. Rybnyky 954, P.O. Box B-78, 01168 Žilina, Slovakia
SV	Hohenstein Institute El Salvador 52 Avenida Norte 416, Urbanización Lourdes Oriente, San Salvador, El Salvador
SY	Hohenstein Institute Syria Mokambo Square, Etehad Street, P.O.Box 16282, Aleppo, Syria
TH	Hohenstein Institute Thailand 801/301 (3rd Floor), Moo 8 , Phaholyothin Rd., T. Kukhot, Lumlookkar, 12130 Pathum Thani, Thailand
TN	CITEVE Tunisie Immeuble Chraka Escalier B1er Etage, 5000 Monastir, Tunisia
TR	Hohenstein Istanbul Tekstil Analiz ve Kontrol Hizmetleri Ltd Şirketi Cumhuriyet Mah. 1990. Sok. No. 8, Çınarpark Residence, A Blok, Dükkan: 5, 34515 Esenyurt, Istanbul, Turkey
TW	TESTEX Swiss Textile-Testing Ltd Rm. 5, 20F., No. 77, Section 2, Dunhua S. Road, Da'an District, 10682 Taipei City, Taiwan
UA	OeTI - Institute for Ecology, Technology and Innovation Pavlova str. 11, 87 502 Mariupol, Donetsk Region, Ukraine
UK	Shirley Technologies Ltd Unit 11, Westpoint Enterprise Park, Clarence Avenue, Trafford Park, M17 1QS Manchester, United Kingdom
US	Hohenstein Institute America, Inc. 1688 Westbrook Ave, NC 27215 Burlington, United States

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UZ	Hohenstein Institute Uzbekistan Zarafscho Str. 17, 100047 Taschkent, Uzbekistan
VN	Hohenstein Institute Vietnam 69/1 Pham Phu Thu, Phuong 11, Quan Tan Binh, Ho Chi Minh City, Vietnam
ZA	CSIR National Fibre Textile and Clothing Centre P.O. Box 1124, 6000 Port Elizabeth, South Africa

The official secretariat of the International Association for Research and Testing in the Field of Textile and Leather Ecology (OEKO-TEX®) can be contacted at the following address:

OEKO-TEX® Association

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