Regulations for the use and control of the Made in Luxembourg collective mark

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1. General provisions

The purpose of these regulations (hereinafter, the "Rules") is to define the terms and conditions for the use of the collective mark "Made in Luxembourg" (hereinafter, the "Label").

1.1. Ownership of the Label

The Label is held by the following two Luxembourg professional chambers:

- the **Chamber of Commerce**, having its registered office at 7, rue Alcide de Gasperi, L-1615 Luxembourg, Grand Duchy of Luxembourg; and
- the **Chamber of Skilled Trades and Crafts**, having its registered office at 2, Circuit de la Foire Internationale, L-1347 Luxembourg, Grand Duchy of Luxembourg;

(hereinafter, individually the "Controller", collectively the "Controllers")

It consists of the collective figurative mark with word elements Made in Luxembourg, registered and registered with the Benelux Office for Intellectual Property (BOIP) under the number 1523016

The Label's visual depicts a stylized crown in black on a white background or in white on a dark background.

Visual of the Label



1.2. Objective of the Label

The Label aims to promote the products and/or services of companies established in the Grand Duchy of Luxembourg, enabling them to distinguish themselves nationally through their know-how, as well as abroad as part of an internationalisation strategy.

The companies authorized to use it are called the "Beneficiaries".

To achieve this objective:

- the Holders award the Label for a fixed period of time to companies that apply for it and that meet the conditions of eligibility and payment of the right of use;
- the Beneficiaries undertake to use the Label in accordance with the conditions of use defined in the Regulations;
- the Holders have the power to control and sanction the use of the Label.

1.3. Competencies of the Holders

1.3.1. Awarding of the Label

Each Holder is entitled to grant the Label in accordance with the following procedures:

- nationals affiliated to the Chamber of Commerce are exclusively under the jurisdiction of the Chamber of Commerce, which will be their referent Holder;
- nationals affiliated to the Chamber of Skilled Trades and Crafts are exclusively under the jurisdiction of the Chamber of Skilled Trades and Crafts, which will be their referent Holder;
- for nationals affiliated to both chambers, the Holders jointly designate the Referring Holder who will alone take the decision to grant, use and sanction if necessary for the said national.

1.3.2. Use of the Label

Each Holder controls the use of the Label and may decide with regard to the Beneficiaries for whom it is the referent:

- applicable sanctions;
- the opening of legal proceedings in the event of illegal use of the Label.

The referring Registrant informs the other Registrant before taking one or more of these decisions.

1.3.3. Label Management

The Holders undertake to protect the Label and to maintain it as far as possible.

- The waiver by one of the Holders of its intellectual property rights in the Label does not automatically terminate the Label.
- In the event of a waiver by one of the holders of its intellectual property rights to the Label, the Label may be managed by the remaining Holder for its nationals, and the other Beneficiaries must stop using the Label at the end of a notice period of at least six (6) months, set by the remaining Holder and notified to the Beneficiaries.
- In the event of a waiver by all Holders of their intellectual property rights on the Label, it is deemed to be terminated by operation of law, unless there is a prior transfer or transfer to a designated third party, in which case the rights and obligations related to the Label may be pursued in accordance with the terms and conditions defined by the new holder.

In the event of permanent termination of the Label, the Beneficiaries must cease all use of the Label at the end of a notice period of at least six (6) months, set by the Holder(s) and notified to the Beneficiaries. Alternative solutions or labels may then be proposed.

1.3.4. Liability of registrants

The responsibility of the Account Holders is, with some exceptions, individual. The liability of each Account Holder may only be incurred in the event of serious or fraudulent misconduct that would be imputed to the latter.

The Account Holders cannot be held liable for damages resulting from:

- non-compliant or incorrect use of the Label by a Beneficiary;
- a decision to suspend or withdraw the right to use the Label;
- modification or termination of the Label.

2. Eligibility conditions for companies to the Label

The eligibility of a company for the Label is assessed by a committee specific to each holder on a discretionary basis, at the time of submission of the application, on the basis of its situation as well as the products and/or services it offers.

2.1. Business Criteria

2.1.1. Compliance with the right of landing

The Label can only be granted to companies in the Grand Duchy of Luxembourg that have the business permits required for the products or services concerned within the meaning of the amended law of 2 September 2011 regulating access to the professions of craftsman, trader, industrialist and certain liberal professions.

Non-profit associations and foundations governed by the Act of 7 August 2023 on non-profit associations and foundations are excluded from the scope of the Regulation.

2.1.2. Know-how in the Grand Duchy of Luxembourg

Only companies with know-how in the Grand Duchy of Luxembourg for the products or services concerned can obtain the Label.

The following are automatically excluded:

- companies operating under foreign franchising;
- companies whose main activity is directly related to a foreign brand; and
- companies whose main activity is the purchase and resale without transformation or substantial added value in the Grand Duchy of Luxembourg.

2.1.3. Establishment in the Grand Duchy of Luxembourg

The establishment must be attested by the company's presence in the Grand Duchy of Luxembourg for at least twelve months prior to the date of submission of the application.

The location is assessed by the Referring Holder with regard to the date of issue of the business permit related to the product(s) or service(s) covered by the Label.

The real and serious nature of the establishment may be verified by the Referring Account Holder by indications arising from the company's compliance with the Luxembourg legal and regulatory framework, such as in particular the obligations regarding deposits with Luxembourg (the "RCS"), or legal notices imposed by the law on commercial companies or the right of establishment.

The following are automatically excluded:

- companies whose web presence does not prove that they are actually established in the Grand Duchy of Luxembourg (e.g. foreign domain name; establishment in several countries);
- companies whose vehicles are registered abroad.

2.2. Eligibility criteria for products and services

The Label may only be used in relation to specific products or services anchored in the Grand Duchy of Luxembourg.

2.2.1. For Products

The Label is granted only for:

- products manufactured in the Grand Duchy of Luxembourg;
  products for which the last substantial, economically justified processing or working was carried out in the Grand Duchy of Luxembourg: this criterion presupposes proof of a change in the appearance, shape or nature of the product.

Automatically excluded from the eligibility criteria are processes for the preservation, cutting and freezing of food products.

2.2.2. For services

The Label can only be awarded for services offered and carried out directly by the company, without subcontracting.

- For software or digital services, design, development and maintenance must be carried out in the Grand Duchy of Luxembourg.
- For consulting services unrelated to a product, the service provider must provide proof of specific know-how or compliance with professional rules specific to the Grand Duchy of Luxembourg, which must be essential to the service.

The provision of services related to finance, real estate, catering and accommodation is automatically excluded from the eligibility criteria.

3. Conditions of use of the Label

3.1. Payment of the user fee

The granting and renewal of the right of use are subject to the payment of a flat-rate and non-refundable right of use, the amount of which is set jointly by the Holders, without exceeding the sum of five hundred euros (€500) excluding taxes.

The updated amounts are published on the Label's website (https://www.made-in-luxembourg.lu/).

- The payment of the flat-rate right of use will be invoiced and will give its beneficiary the right to use the Label for a period of 5 years.
- Upon receipt of payment, a certificate attesting to the allocation of the right of use, valid for 5 years, is given to the Beneficiary.
- No refund can be claimed in the event of non-use of the label during the right of use for any reason whatsoever (withdrawal of the right of use, termination of the Label, others).
- Any renewal of the Label is subject to the payment of the usage fee applicable at the time of the date of renewal.

3.2. Use of the visual

The crown and the name "Made in Luxembourg" must be reproduced in accordance with the description and visual of the Label mentioned below (point 1.1.).

3.2.1. The visual must be related to the eligible products or services

The Label is attached to products and/or services that were specific at the time of award.

- The Label can be used on various media (stationery, invoices, websites, catalogues, advertisements, vehicles, etc.), provided that they are related to the authorised products or services.
- The addition of new products or services must always be requested, prior to use, from the referring Data Controller.

3.2.2. The visual cannot be combined with other visuals unless expressly agreed

Unless expressly agreed by the referring Account Holder:

- the Beneficiary may not use its own trademark in conjunction with the Label;
- the beneficiary may not include other non-Luxembourg geographical indications in conjunction with the Label.

4. Catalogue of sanctions

The Account Holders are competent to monitor, at any time, the compliance of the Beneficiaries with the Rules of Use.

To this end, they may carry out any useful verification and request the communication of documents or information necessary for the audit.

In the event of a breach of the Rules observed, the Holders may pronounce the measures provided for in this article, by written notification, in particular by registered letter or any other means allowing receipt to be established.

4.1. Warning and temporary suspension of the right of use

4.1.1. Warning

In the event of non-compliance with the obligations set out in the Rules, the Holders may send the Beneficiary a written warning, specifying:

- the shortcomings observed;
- the expected corrective measures; and
- the time limit for compliance.

4.1.2. Suspension of the Label

The warning may be accompanied by, or followed, by a temporary suspension of the right to use the Label, for a period of between three (3) months and one (1) year, depending on the seriousness of the breaches observed.

During the suspension period:

- the Beneficiary shall refrain from any use of the Label, in particular on:
  - its website,
  - its products,
  - its packaging,
  - its communication and promotional media;
- any reference to the Label must be withdrawn without delay.

4.1.3. Reactivation of the Label

The reactivation of the Label at the end of the suspension period is not automatic, but requires an express decision from the referring Holder.
In order to benefit from a decision to reactivate the Label, the suspended Beneficiary must send the referring Holder sufficient evidence before the end of the suspension period attesting to the complete regularisation of the breaches observed.

In the absence of such a request, or in the event of justifications considered unsatisfactory, the Referring Holder may:

- either extend the suspension for an indefinite period;
- or declare a definitive withdrawal of the Label in accordance with Article 4.2.

4.2. Permanent withdrawal of the Label

The withdrawal of the right to use the Label may be pronounced by operation of law, without prejudice to any legal action, in the following cases:

4.2.1. Serious Breach of the Regulations

Withdrawal can occur in the event of serious breaches such as:

- Use of the Label that is likely to mislead the consumer, including:
  - in the case of importation of identical or similar products without sufficient guarantees, or
  - in the event of direct or indirect damage to the image, reputation or credibility of the Label.
- A failure by the Beneficiary to react or comply following a warning, whether or not accompanied by a suspension.

4.2.2. Legal or economic situation of the Beneficiary

The withdrawal may take place due to the legal or economic situation of the Beneficiary, such as:

- A bankruptcy, liquidation, dissolution or cessation of activity of the Beneficiary.
- A change in the name or legal form of the Beneficiary without prior notice to the Account Holders.
- A withdrawal of the business permit within the meaning of the amended law of 2 September 2011 regulating access to the professions of craftsman, trader, industrialist and certain liberal professions.

4.2.3. Causes related to the Label

Withdrawal may occur due to causes related to the Label such as:

- An end or unsubscription from the Label.
- A withdrawal or exit of one of the Holders.
- Any other objective cause making it impossible or unjustified to pursue the authorization to use the Label.

4.3. Effects of withdrawal

The withdrawal of the Label results in the immediate and definitive prohibition for the Beneficiary:

- to use the Label,
- to avail themselves of their status as a Beneficiary,
- to make any reference, direct or indirect, to the Label.

4.4. Conventional fines

In the event of a breach by the Beneficiary of any of the provisions of the Rules, the Account Holder to which the Beneficiary belongs is entitled to impose a contractual fine of between one hundred and fifty euros (€150) and four thousand euros (€4,000), depending on the nature, seriousness and repetition of the breaches observed.

The application of this fine shall in no way preclude the following:

- the adoption of any other measure provided for in the Regulation, in particular the warning, suspension or permanent withdrawal of the Label;
- nor to the bringing of any action to obtain full compensation for the damage suffered.

Consequently, the payment of the contractual fine is made without prejudice to the right of the Holders to seek the award of damages of a higher amount, which shall, if necessary, be determined by the arbitral tribunal.

5. Disputes

5.1. Applicable law

Any dispute that may arise from the application or interpretation of the Regulation is subject to Luxembourg law.

The administrative procedure is not applicable considering:

- that the Label is a private label resulting from the collective Made in Luxembourg mark which is a personal initiative of the Holders (not an official label), and

that the application for the Label is always optional, and depends on the company's internal decision.

5.2. Alternative Dispute Resolution & Jurisdiction

In the event of a dispute, the Beneficiary and its Holder (the "Party(ies)") undertake to meet, in order to seek a conciliation solution between them, in accordance with the spirit of loyalty and good faith performance.

All disputes to which the Rules may give rise - in particular concerning its existence, validity, interpretation, execution or termination - and which have not been settled amicably pursuant to the above paragraph within six (6) months of the request for a meeting by the most diligent Party, will be submitted to the Civil and Commercial Mediation Center.

In the absence of a mediation agreement within three (3) months of the referral to the Civil and Commercial Mediation Center or any other period that the Parties may agree

in writing, the dispute(s) will be definitively settled by the Arbitration Center of the Chamber of Commerce.

6. Data law

6.1. Additional information

As part of the Label application form, additional information may be requested by the Holders in order to adapt their service offerings.

When the Chamber of Commerce is the Lead Data Holder, it collects the following optional data in order to assess:

- Sustainability and social responsibility commitments (waste management, fair working conditions, responsible purchasing, etc.);
- the existence of recognized certifications or accreditations;
- respect for ethical principles (fair trade, fight against corruption).
- the existence of an internal policy for skills development and continuous training;
- the commitment to train apprentices;
- compliance with quality standards.

6.2. Data Disclosures & Privacy

By submitting their Label application, the Beneficiary authorizes:

- the publication of its contact details on the websites and in the brochures of the Data Controllers;
- the communication of its contact details to other entities with a service or public interest mission (institutions, administrations, associations in particular) in order to promote the companies holding the label.

6.3. Protection of personal data:

The Data Controllers are jointly responsible for the processing of the personal data communicated to them within the framework of the Regulation.

The Data Controllers attach great importance to the respect of privacy and the protection of personal data and undertake to ensure that the processing of such data complies with the General Data Protection Regulation (GDPR) and the legal framework in force.

Information on the processing of personal data is detailed in the Information Notice on the Label website (https://www.made-in-luxembourg.lu/)

7. Coming into force

The Regulation shall enter into force on the date of its notification to the Benelux Office for Intellectual Property.

A right to use the Label previously granted remains valid for the duration of its award.

The Regulations apply with immediate effect to new applications, including applications for renewals.

Done at Luxembourg, this day* / */2026.

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As these rules have been drafted in French, only the French version is authentic.