

**CONDITIONS OF USE OF THE TRADEMARK « PROAV REPAIR INDEX »**

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## PREAMBLE

Extending the lifespan of products is an imperative for reducing the environmental footprint of manufacturers' activities, particularly in the audiovisual, stage and events equipment sector. This meets the expectations of customers and partners, and more broadly of civil society, for a more responsible industry committed to the circular economy.

With this in mind, a group of manufacturers and distributors working through SEINEP decided to draw up a reparability index for audiovisual, stage and event equipment, based on the index that exists in France for certain consumer electronics products.

This work led to the creation of a Calculation Grid for each type of product concerned, a Logo and a Graphic Charter.

The Trade Body representing manufacturers and distributors of professional equipment for the audiovisual, scenography and live sectors, hereinafter referred to as "**SEINEP**", has drawn up, on the basis of the work of the French "Indice de Réparabilité" for consumer electronics, a signage system meeting the needs of the industry. This signage, hereinafter referred to as the "**Logo**" as well as the word sign "ProAV Repair Index" have been filed as collective trademarks (hereinafter referred to as the "**ProAV Repair Index Trademark**").

Terms and conditions have been drawn up for the use of the ProAV Repair Index Trademark in the member States of the European Union, in the States of the European Economic Area and in the other countries which have acknowledged the intellectual property rights on the ProAV Repair Index Trademark (hereinafter referred to as the "**Territories**").

These terms and conditions define the persons authorized to use the ProAV Repair Index Trademark, the conditions of its use of (including but not limited to the scoring rules and the graphic charter to be respected), the additional terms and conditions applicable on the different Territories, the supervisory entities which grant rights on the ProAV Repair Index Trademark (hereinafter referred to as the "**Designated Partner Entities**") as well as the sanctions that may affect non-compliance with the said terms and conditions.

If these persons meet the conditions set out in these terms and conditions and comply with them throughout their use of the ProAV Repair Index Trademark, several rights of use are automatically granted to them on the ProAV Repair Index Trademark by SEINEP (and/or the Designated Partner Entities on the Territories). Operators are informed that SEINEP and/or any Designated Partner Entity may suspend or terminate all or part of the rights of use granted to them in one or several Territories under the conditions set out in these terms and conditions.

The first edition of these terms and conditions was approved by SEINEP on 11 July 2024. SEINEP and the Designated Partner Entities will ensure the relevance of these terms and conditions with regard to the evolution of the relevant markets, so that the terms and conditions may be updated.

## Article 1. DEFINITIONS

**1.1** – “**Calculation Grid**” means the calculation process described in the Specifications used to compute the repairability score of a Product and to determine its corresponding Classifying Logo. In this respect,

- the “**Initial Calculation Grid**” means the Initial Calculation Grid described in the annex of the present document and available online and
- the “**Updated Calculation Grid**” means the Updated Calculation Grid described in the annex of the present document and available online.

**1.2** “**Specifications**” means the specifications in the annex of the present document and available online

**1.3** – “**Logo Guidelines**” means the visual guidelines setting out the conditions of use of the Logo, in the annex of the present document and available online.

**1.4** – “**Generic communication**” means the general promotional communication of the Operator that is not specifically aimed at one or more Products.

**1.5** – “**Application**” means an Operator's application for registration under the Conditions of Use.

**1.6** – “**EUIPO**” means the European Union Intellectual Property Office.

**1.7** – “**Operator**” means any natural or legal person entitled to use the ProAV Repair Index Trademark on the Products (as defined below) in application of the Conditions of Use. In this respect,

- the “**Rightsholder**” means the Operator which owns the title or exclusive license on the intellectual property rights on its Source Products, and
- the “**Distributor**” means the Operator which makes any lawful commercial use of its Distributed Products in direct or indirect agreement with their Rightsholder.

A single and unique Operator can be at the same time a Rightsholder for its Source Products and a Distributor for the Distributed Products.

**1.8** – “**Third-Party Rightsholder**” means a rightsholder of intellectual property rights who has not made an Application, and who is therefore not registered under the Conditions of Use.

**1.9** – “**INPI**” means the National Institute of Intellectual Property of France.

**1.10** – “**Partner Entity**” means any legal entity established outside French territory explicitly designated by SEINEP to represent it in this or these territory(ies) in order to ensure the delegated governance and management of the “Logo” in this or these territory(ies).

**1.11** – “**Logo**” means the signage “ProAV Repair Index” filed as a semi-figurative trademark in any Territory as available in the annex of the present document and online. The Logo includes 5 logotypes, hereinafter referred to as the “Classifying Logo” presenting the 5 possible colours associated with the overall score on a scale of 0 to 10 , associated with the word “ProAV Repair Index”, and selecting one of the five possible colours. The Classifying Logo shall be determined by using the Initial Calculation Grid or the Updated Calculation Grid in accordance with the Conditions of Use. The Classifying Logos are represented as “logos packaging” in the Logo Guidelines.

**1.12** – “**ProAV Repair Index Trademark**” means the trademark applicable in the Territory as referred to in the annex. The trademark designates the word sign “ProAV Repair Index” or the semi-figurative mark containing the Logo, depending on the Territory concerned.

**1.13** – “**Products**” means all professional audiovisual equipment- identified through a reference number or code- on the markets for which a repairability declaration has been made, on a voluntary basis. In this respect, “**Source Products**” means the Products identified by a Rightsholder and “**Distributed Products**” means the Products identified by a Distributor. The Source Products of a Rightsholder can thus be qualified as Distributed Products for a Distributor.

**1.14 – “Conditions of Use”** means these conditions of use and their Exhibits, to the exclusion of any other document.

**1.15 – “Partner Entity”** means any Trade Body or Association, established outside the French territory, designated by SEINEP to manage the ProAV Repair Index Trademark for its Territory. Partner Entities are listed for each Territory or several Territories and must be contractually authorized to operate as such before being granted the authorization to manage the Index.

**1.16 - “SEINEP”** means the French Trade Body representing International Dealers of Professional Electronics, represented by its Secretary General. SEINEP is the sole owner of any and all rights and title, including intellectual property rights, on the word sign “ProAV Repair Index” and the Logo, in particular, on the ProAV Repair Index Trademark. SEINEP is the competent Designated Partner Entity for France.

**1.17 – “Territory”** means the member States of the European Union, the States of the European Economic Area and the other countries acknowledging the intellectual property rights on the ProAV Repair Index Trademark, in which the use of the ProAV Repair Index Trademark is subject to the Conditions of Use.

**1.18 – ‘Product group’** means goods with different product references but whose characteristics are sufficiently similar for them to be considered as identical references and whose reparability indices are not significantly different. To be considered part of a Product Group, two or more products must be the subject of Requests from the same Operator.

**1.19 ‘Registered Reference’** means any Product for which an Application has been made in accordance with these Rules.

## **Article 2. OBJECT AND SCOPE**

### **2.1. Object**

The purposes of the Conditions of Use are to define the terms and conditions of use of the ProAV Repair Index Trademark by the Rightsholder or by the Distributor according to the categories of Products.

The label covers the following products

- loudspeakers for professional use
- professional lighting equipment for the live entertainment, audiovisual and events markets.

This scope of products is subject to change, provided that the necessary preparatory work is carried out in collaboration with the companies concerned.

Any use of the brand or logo in connection with actions aimed at a non-professional audience, i.e. representatives of legal entities or individuals acting in the course of their professional activity, is strictly prohibited. This includes, but is not limited to, marketing, promotional and communication activities.

The use of the brand or logo in contravention of the legal provisions in force in the territory in which it is used is strictly prohibited.

The use of the brand in actions aimed at a non-professional public or in contravention of the legislation in force is the sole responsibility of the Operator.

### **2.2. Acceptance**

The Operator wishing to use the ProAV Repair Index Trademark in a Territory must file an Application with the competent Designated Partner Entity for that Territory or, in the event of an Application covering several Territories, with SEINEP, which will forward it to the various Designated Partner Entities. Only an Operator may affix the Logo in accordance with the terms of use defined below. The submission of an Application implies unreserved acceptance of these Conditions of Use.

Certain exceptional uses of the ProAV Repair Index Trademark are provided for in the Conditions of Use for third parties that are not Operators. Any use of the ProAV Repair Index Trademark by these third parties constitutes formal acceptance of the conditions of the Conditions of Use.

### 2.3. Contractual order

The Conditions of Use consists of, in decreasing order of contractual priority, (i) the Conditions of Use, (ii) Annexes. These contractual documents constitute a contractual whole and the entire relationship between the Operator, the Designated Partner Entity and SEINEP, to the exclusion of any other document.

In any event, in the event of contradictions between the Conditions of Use and its Exhibits, the conditions of the Conditions of Use and, in particular, the Community law applicable to the Conditions of Use shall take precedence over the conditions of the Exhibits. In the event of changes to an Exhibit, the latest version of the Exhibit published with the Conditions of Use prevails over the other versions.

## **Article 3. IDENTIFICATION OF THE PROAV REPAIR INDEX TRADEMARK**

The "ProAV Repair Index" Logo and the word sign "ProAV Repair Index" were designed by SEINEP in compliance with the EU Regulation. The Logo is intended to help the end user to take into account the repairability quality of the products he or she buys by ranking the product in the 5-level repairability scale, calculated in accordance with the provisions of the Specifications attached the present Conditions of Use.

The Logo includes 5 Classifying Logos.

The Operator acknowledges that (i) SEINEP is the full owner of the ProAV Repair Index Trademark and the sole holder of the intellectual property rights on the ProAV Repair Index Trademark and (ii) the Designated Partner Entities have an exclusive right on the ProAV Repair Index Trademark for their respective Territories. As such, each Designated Partner Entity has the right to register the Operator's Application and to authorize the use of the ProAV Repair Index Trademark by the Operator for the Territory for which it is competent. The right(s) to use the ProAV Repair Index Trademark granted under the Conditions of Use does not transfer any ownership rights to the ProAV Repair Index Trademark.

## **Article 4. BENEFICIARIES OF A RIGHT TO USE THE PROAV REPAIR INDEX TRADEMARK**

### 4.1. Eligible operators

The use of the ProAV Repair Index Trademark is reserved for Operators, individuals or legal entities which are manufacturers and distributors of Products released on the markets of the Territories, subject to compliance with the terms of the Conditions of Use.

Public administrations and institutions of the Territories have a right to use the ProAV Repair Index Trademark for the purposes of public actions, which do not compete with the use of the ProAV Repair Index Trademark on the markets.

Other persons, such as authors or online publishers, may get a right to use the ProAV Repair Index Trademark in order to inform the public about the ProAV Repair Index Trademark. As an exception to Articles 4.2 and 4.3, these persons must make a request for exceptional use by email to the Designated Partner Entity competent for their Territory prior to any use of the ProAV Repair Index Trademark.

In any event, all Operators and authorized third parties pursuant to the above must expressly comply with the Conditions of Use and its relevant exhibits, notably Annex 2: Logo Guidelines.

#### 4.2. Procedure for obtaining the right of use for Source Products

The Application made by the Operator shall in particular comply with the conditions to use the ProAV Repair Index Trademark. If there is no competent Designated Partner Entity for the Territory targeted by the Operator, the Operator may register with SEINEP.

In any case, the Application must include at least the three (3) following elements:

- The identification of the applicant Operator and its activity,
- The detail by categories of the Source Products targeted by the use of the ProAV Repair Index Trademark as well as the intellectual property rights the Operator holds on said Source Products and the commercial reference number of said Products, and
- The commitment to use the ProAV Repair Index Trademark in compliance with the Conditions of Use.

#### 4.3. Procedure for obtaining the right of use for Distributed Products

Any Operator who has submitted an Application for registration under article 4.2 above may also benefit, in the same Territory, from a restricted license to use the ProAV Repair Index Trademark in relation with Distributed Products provided compliance with the following conditions.

This license to use is only extended to Distributed Products provided that the Distributor gives a three-month prior notice to the Rightsholder, and/or any Third Party Rightsholder holding the intellectual property rights on those Distributed Products, of the Distributor's intention to use the ProAV Repair Index Trademark in association with those Distributed Products.

The Distributor undertakes to use the ProAV Repair Index Trademark only for the categories of Distributed Products (i) indicated in the prior notices sent to the Rightsholder and/or any Third Party Rightsholder holding the intellectual property rights on those Distributed Products and (ii) which it uses in a commercially lawful manner.

Thus, if other contractual conditions of exploitation and/or distribution of the Distributed Products prevent the Distributor from using the ProAV Repair Index Trademark, the license of the Distributor on the ProAV Repair Index Trademark shall be deemed null and void for these Distributed Products and the Distributor does not have the rights to use the ProAV Repair Index Trademark for these Distributed Products.

The Distributor is solely liable for the prior notice to the Rightsholder or Third-Party Rightsholder holding the intellectual property rights on those Distributed Products and for its consequent use of the ProAV Repair Index Trademark, at its own risk and peril. The license to use the ProAV Repair Index Trademark in relation with the Distributed Products includes other prerequisites, as listed below.

Following the one-month prior notice of Distributor as per this Article 4.3 of the Conditions of Use, the Rightsholder cannot object to the use of the ProAV Repair Index Trademark by the Distributor in relation with the Distributed Products unless (i) contractual conditions between the Rightsholder and the Distributor provide differently and/or (ii) the Distributor is in violation of these Conditions of Use.

#### 4.4. Change of circumstances affecting the Operator and its right of use

The Operator undertakes to notify the competent Designated Partner Entity of any change affecting its quality or modifying one of the characteristics declared at the time of registration of its Application. To this end, the Operator shall keep an up-to-date list of the Source Products.

The right to use the ProAV Repair Index Trademark on a Product ceases as of the withdrawal of the Operator's trademark registered during its Application, whether this withdrawal is voluntarily declared by the Operator when updating the Application or whether it results from the application of Article 12 of the Conditions of Use.

These modifications are registered before the Designated Partner Entity competent for the Territory.

If the Operator no longer meets the conditions laid down in the Conditions of Use, the right to use the ProAV Repair Index Trademark is terminated in accordance with article 12.2 of the Conditions of Use.

#### 4.5. Product Groups

The Operator may register several Products with different references as a Product Group if the differences between the characteristics of these products are minimal. This includes, for example, references that vary only in colour.

A Product Group is considered to be a single registered reference.

The request for registration of a Product Group including several product references is made under the responsibility of the Operator, who undertakes to provide a supporting file, which will be made available on request to SEINEP, the Partner Entities or any other third party mandated to control the use of the label and logo.

To be considered as minimal, the differences in characteristics between the references concerned must not be such that a calculation of the score for each of the references taken individually would result in :

- A difference between the scores obtained of 0.2 or more

- A change in the colourimetry of the classifying logo for one or more of the products concerned.

A product group in which one of the elements does not meet the above conditions will be considered to be in breach of these Rules and the offending elements will be subject to the penalties set out in 8.4.2.

### **Article 5. LICENSE TO USE THE PROAV REPAIR INDEX TRADEMARK**

The right to use granted by a Designated Partner Entity for a Territory must comply with the conditions of this Article 5 as part of a full performance obligation.

The Operator undertakes not to use the word sign "ProAV Repair Index" alone without the graphic elements of the Classifying Logo on material supports and, in particular, on the Products. Therefore, when the ProAV Repair Index Trademark concerned is a word sign "ProAV Repair Index", the Operator is authorized to use it solely for communication purposes under the conditions set out in Article 7 of the Conditions of Use.

Therefore, the Operator shall only affix the Classifying Logo on the Products in accordance with the Conditions of Use and the Logo Guidelines.

Any violation by the Operator may result into the partial or total termination of the right(s) of use granted to the Operator on the ProAV Repair Index Trademark, in application of Article 12 of the Conditions of Use.

#### 5.1. License to use the Logo on Source Products

Designated Partner Entity grants the Rightsholder the right to use the Logo on its Source Products for a Territory, from the receipt of the Application:

- primarily, to be affixed on Source Products in accordance with the conditions of Article 6.1.
- collaterally, for the purposes of Generic communication or promotional communication regarding a Source Product in accordance with the conditions of Article 7.

The use of the Logo for the purposes of Generic communication or promotional communication on a Source Product is granted to the Operator so that it uses the Logo primarily on the Source Products, according to the methods and implementation deadlines provided for in the Conditions of Use. Furthermore, the Operator is authorized to use the Logo solely for the purpose of communicating on or promoting the Source Products.

### 5.2. Rights to use the Logo in relation with the Distributed Products

The right to use the Logo in relation with the Distributed Products is granted by the Designated Partner Entity to the Distributor on a Territory, from the expiry of a one-month time period from the receipt of appropriate prior notices and provided that the Distributor makes a lawful commercial use of the Logo in accordance with its rights over the Distributed Products:

- primarily, to be used in relation with the Distributed Products, provided compliance with (i) the intellectual property rights of the Rightsholder and/or Third-Party Rightsholder and (ii) the conditions of Article 6.2 ;
- collaterally, for the purposes of Generic communication or promotional communication on a Distributed Product in accordance with the conditions of Article 7.

The right to use the Logo for the purposes of Generic communication or promotional communication on a Distributed Product is to the Distributor so that it uses the Logo primarily in connection with the Distributed Products and according to the terms and implementation deadlines provided for in the Conditions of Use. Furthermore, the Distributor is authorized (i) to use the Logo solely to for Generic communication or promotional communication of the Distributed Products (*e.g.*, temporary use in a catalogue without primary use of the Logo in relation with the Distributed Products) or (ii) to use the Logo for Distributed Products as long as the time period from the receipt of the prior notices has not expired.

### 5.3. Non-exclusivity

The Conditions of Use do not give any exclusive right to use the ProAV Repair Index Trademark to the benefit of the Operator.

### 5.4. Personal licenses

The right(s) to use the ProAV Repair Index Trademark is strictly personal. Under no circumstances may it be transferred or transmitted by any means whatsoever.

### 5.5. Financial conditions

The right(s) to use the ProAV Repair Index Trademark is granted to the Operator for a fee as detailed in the table below.

Number of registered product references	Registration fee applicable to members of SEINEP or other Designated Partner Entities (per year, in € excl. taxes)	Registration fee for other Rightsholders (per year, in € excluding taxes)
De 1 à 9	1.500	2.000
De 10 à 19	3.000	4.000
De 20 à 49	5.700	7.500
plus de 50	10.000	13.000



The above fee structure may be revised annually, taking into account, among others, the eurozone annual inflation rate.

Rightsholders are considered to be included in the membership of SEINEP whenever there are registered as such in compliance with the Trade Body's status and the corresponding membership fees for the year have been paid in full.

Partner Entities are tasked with managing and updating their membership list according to their statuses and bylaws. They should be able to bear proof of the membership status of a given company at any time, upon request.

## **Article 6. CONDITIONS OF USE OF THE CLASSIFYING LOGO**

### *6.1. Specific conditions for Source Products*

#### 6.1.1 Scope of application

Promotional communications in connection with a Source Product must necessarily use the appropriate Classifying Logo, in accordance with the conditions of Article 7 below.

#### 6.1.2 Choice of the Classifying Logo on the Source Products

- Exclusive use of the Classifying Logo

The primary use of the ProAV Repair Index Trademark must be as a Classifying Logo. In no event shall the Operator affix neither the Neutral Logo nor the word sign "ProAV Repair Index" without the graphic elements of the Classifying Logo on its Source Products.

- Classification of the Product in the repairability scale

The choice of the appropriate Classifying Logo for each Source Product is determined by the Operator in accordance with the Specifications defined in the Specifications. The use of the Classifying Logo is inseparable from the calculation of the repairability score of each Product and its result, in accordance with these Specifications. The Operator is solely responsible for calculating the repairability score.

- Change of Calculation Grid

Changes may be made to the Grid to meet the development needs expressed by market players or the authorities.

Any such modifications will be discussed and drawn up in consultation with the interested parties under the guidance of SEINEP, as part of an open and transparent procedure involving experts in the products concerned.

At the end of this work, should it take place, an Updated Calculation Schedule may be published, which will replace the Initial Calculation Schedule, in accordance with the procedures set out below.

For the purpose hereof, the notion of placing on the market a Product has the meaning given to it by the EU Regulation, namely the first sale of the Operator's Product by the manufacturer to the distributor.

For the purpose hereof, the notion of marketing a Product means the operations whereby the Product is made available throughout the distribution chain to be sold to the end-user for its intended use. The marketing of a Product is any operation which occurs after the Product has been placed on the market.

#### (i) Determining the Calculation Grid to use

The Classifying Logo determined in accordance with the Initial Calculation Grid shall be used by the Operator for any Product placed on the market before the entry into force of the Updated Calculation Grid, as far as one is being made available by SEINEP.

The Classifying Logo determined in accordance with the Updated Calculation Grid shall be used by the Operator for any Product placed on the market upon the entry into force of the Updated Calculation Grid.

#### (ii) Products benefiting from a Transition Period

When a Product has, before the entry into force of the Updated Calculation Grid, already been labelled and placed on the market with a Classifying Logo determined according to the Initial Calculation Grid, the Operator can keep labelling and placing on the market any unit of this Product with such Classifying Logo during the Transition Period. Under these conditions, any such Product with the Classifying Logo determined according to the Initial Calculation Grid can be marketed until stocks are exhausted.

When a batch of a Product has, prior to the entry into force of the Updated Calculation Grid, been placed on the market with a Classifying Logo determined in accordance with the Initial Calculation Grid, the batch of this Product can be marketed until stocks are exhausted.

The Operator is solely responsible for the use of the appropriate Calculation Grid. For the Products concerned by the Transition Period measures, the Operator shall ensure that any Product placed on the market after the expiration of the Transition Period has the appropriate Classifying Logo determined with the Updated Calculation Grid. It is forbidden to place on the market after the end of the Transition Period any Product labelled before the end of the Transition Period with the Classifying Logo determined according to the Initial Calculation Grid.

During that Transition Period, the Operator shall monitor which Calculation Grid, between the Initial Calculation Grid and the Updated Calculation Grid, is used to determine the Classifying Logo of its Products on the market. The Operator undertakes to use the Updated Calculation Grid to determine the Classifying Logo of the Products as soon as possible after the Updated Calculation Grid comes into force.

#### 6.1.3 License to use the Classifying Logo on the Source Products for Distributors

Once the one-month prior notice of Distributor under Article 4.3 expires, the Rightsholder grants to the Distributors (i) registered under these Conditions of Use and (ii) having the rights to commercially use the relevant Source Products, a limited, non-exclusive, non-transferable, irrevocable, non-assignable right to use the image and the name of the Source Products in association with their respective Classifying Logos, to the exclusion of any and all sub-licenses, for the sole purposes of exercising the rights to use the Logo, free of charge, worldwide and for the duration of the Rightsholder's registration to the Conditions of Use. Pursuant to this license of use, the Distributors may use the Source Products as Distributed Products, with the Classifying Logos attributed by the Rightsholders.

### 6.2. Conditions specific to the Distributed Products

#### 6.2.1 Scope of application

If the Distributor decides to use the Classifying Logo in relation with one or more Distributed Products in application of article 5.2 of the Conditions of Use, the Distributor must, before any exercise of either the right of use or the right of communication, use the Classifying Logo selected by the Rightsholder for these Distributed Products in application of the license of use granted by the Rightsholder under article 6.1.3 of the Conditions of Use, as the Distributor is not entitled to assign another Classifying Logo than the one assigned by the Rightsholder to these Distributed Products.

If the rightsholder(s) of the intellectual property rights did not register under the Conditions of Use as Rightsholder(s), the Distributor must send prior notice to the said rightsholder(s) prior to any use of the Logo in relation with the Distributed Products, as stated in article 4.3.

#### 6.2.2 Prior Notice of use to Third-Party Rightsholder

The prior notice of article 4.3 may notably include the list of categories of Distributed Products for which intellectual property rights belong to a third-party rightsholder(s) and which are targeted by the Distributor, the possibility for the Third-Party Rightsholder to submit an Application as the Rightsholder

in order to determine the Classifying Logo of the Distributed Products and, if data is available to the Distributor, the details of the repairability score calculated by the Distributor and the corresponding Classifying Logo that the Distributor intends to attribute to each Distributed Product.

### 6.2.3 Choice of the Classifying Logo in relation with the Distributed Products

If the Distributor complies with Article 6.2.1 and, if applicable with Article 6.2.2, and has sufficient data to calculate the repairability score in accordance with the Specifications, the Distributor may exercise the rights of Article 5.2 of the Conditions of Use in the following manner:

- the Distributor may assign the Classifying Logo in relation with the Distributed Products (in particular by any labelling or shelf talker separated from the Distributed Products); and
- the Distributor may exercise its right of promotional communication by attributing the Classifying Logo to the Distributed Products on any communication medium, under the conditions detailed below.

If the Distributor does not have the necessary data to calculate the repairability score and attribute a Classifying Logo to a Distributed Product in compliance with the Specifications, then the Distributor may not use a Classifying Logo.

The eventual answer of a Third-Party Rightsholder of the Distributor's prior notice does not qualify as an Application within the meaning of these Conditions of Use. If an Operator has already submitted an Application for Distributed Products which are already scored under the Conditions of Use, the Distributor shall use the Classifying Logo allocated to the Distributed Products by their Rightsholder pursuant to this Application and must replace the Classifying Logo on all its labels and communication media within a period of one (1) month from the receipt of the Application by the Designated Partner Entity.

## **Article 7. USE OF THE PROAV REPAIR INDEX TRADEMARK FOR COMMUNICATION PURPOSES**

### *7.1. Generic communications and promotional communications*

The Operator commits to (i) reproduce and use the Logo only from the media, documents and files transmitted by SEINEP and in compliance with the Logo Guidelines.

The Operator acknowledges and accepts that the Generic communication on the ProAV Repair Index Trademark excludes any promotional communication on a Product. Any violation of this obligation is at the Operator's own risks and may result in the termination of its right of use on the relevant Product in application of Article 12.3 of the Conditions of Use.

### *7.2. Logo Guidelines*

SEINEP or its Designated Partner Entity transmits to the Operator all media, documents and files necessary for the use of the Logo. The Operator undertakes to reproduce the Logo in its entirety as registered in the intellectual property rights and to ensure at all times that its use of the Logo complies with the Logo Guidelines as provided in the annex of this document.

The Operator undertakes not to make any modification, addition or deletion on the Logo. In particular (but not limited to), the Operator undertakes to:

- not reproduce separately a part of the Logo, in particular, not to reproduce the graphic elements alone or the word element alone of the Logo,
- not to modify
  - o the graphic features of the Logo, both in terms of shape and color,
  - o the position of the figurative elements in relation to each other, and/or

- the typography of the Logo, and to
- refrain from any additions to the Logo, in particular not to include any caption, text or any other indication that is not part of the Logo.

### 7.3. Use of the Classifying Logo in promotional communications:

The Operator undertakes to use the Classifying Logo in accordance with the Conditions of Use, in a fair manner and without causing the slightest confusion during promotional communications. The Classifying Logo may only be associated with a single Product. Any Operator shall refrain from using the Classifying Logo for a group of Products, except if each Product of such group has the same Classifying Logo.

Any violation of this obligation is at the Operator's own risks and may result in the termination of its right of use on the relevant Product in application of Article 12.3 of the Conditions of Use.

## **Article 8. RESTRICTIONS OF USE**

### 8.1. Respect of the ProAV Repair Index Trademark during its use

The Operator must, throughout its use of the ProAV Repair Index Trademark, comply with the requirements defined by the Conditions of Use.

### 8.2. Respect of the rights on the ProAV Repair Index Trademark

The Operator undertakes not to register, under any form whatsoever (trademark, industrial design...) in any territory whatsoever, signs, signages and/or logos identical or similar to the ProAV Repair Index Trademark that may infringe upon the intellectual property rights of SEINEP on the ProAV Repair Index Trademark. In particular, the Operator shall refrain from registering any trademark or design that reproduces, in whole or in part, the ProAV Repair Index Trademark, particularly associated within a more complex sign.

The Operator undertakes not to develop, use or exploit, for any reason whatsoever and in any territory whatsoever, any and all signs identical or similar to the ProAV Repair Index Trademark that may infringe upon the intellectual property rights of SEINEP on the ProAV Repair Index Trademark.

The Operator undertakes not to reserve any domain names, under any extension whatsoever, which reproduce or imitate the verbal elements of the ProAV Repair Index Trademark, or which are likely to infringe the intellectual property rights of SEINEP.

### 8.3. Respect during the use of the ProAV Repair Index Trademark

Operators are expressly forbidden to present the use of the ProAV Repair Index Trademark as mandatory and not as a voluntary information. It is expressly forbidden to coerce a third party into submitting an Application.

SEINEP and the relevant Designated Partner Entity decline all responsibility for any request, action or claim made by a third party due to the comments, actions or omissions of an Operator in violation of these interdictions. Any violation of these interdictions may lead to a sanction by Designated Partner Entity, without prejudice of other sanctions by SEINEP.

The Operator undertakes not to use the ProAV Repair Index Trademark for political or polemical purposes, or for purposes that are contrary to public order or morality, or likely to infringe on rights recognized by law and, in general, not to associate the ProAV Repair Index Trademark with actions or activities that may be detrimental to SEINEP and/or to Designated Partner Entities, or be prejudicial to them, in particular any behavior that may be directly or indirectly associated with infringement on intellectual property rights or unfair competition, including customer diversion, libel or deceptive commercial practices.

#### 8.4. Control and transmission

##### 8.4.1 *Randomized controls*

The Operator accepts that SEINEP and/or any relevant Designated Partner Entity for the Territory on which the Operator has presented an Application may, respectively as rightsholder and exclusive licensee of the ProAV Repair Index Trademark in the Territory, carry out audits in order to control the Operator's compliance with the Conditions of Use, directly or through any independent third party mandated to this end. The audit will ensure, among other things, the truthfulness of the Application and of the technical documentation held by the Operator in relation to the real and effective use of the ProAV Repair Index Trademark, and that the appropriate Calculation Grid has been used as per the Conditions of Use and that all information used to fill the Calculation Grid has been provided in good faith.

In any event, the Operator accepts that the relevant Designated Partner Entity and/or SEINEP may access, including on the Operator's premises, to the installations and infrastructures assigned to the use of the ProAV Repair Index Trademark, as well as to any information necessary to carry out the audit. The Operator agrees to answer any questions asked during the audit and to allow access, under the control of the Operator, to all the personnel, tools and means necessary for the audit.

The audit costs are supported by the registration fee, except for any additional costs incurred by sanctions listed in article 8.4.2.

In the event that the audit report reveals a breach by the Operator of its obligations with regard to the Conditions of Use, SEINEP and/or the Designated Partner Entity may, at their discretion, take any measure or sanction against the Operator in order to sanction and/or remedy the said breach.

##### 8.4.2 *Financial sanctions and additional controls*

In the event of a manifest error, insincere use or declaration of one of the constituent elements of the present Rules or of one of its elements, the Operator will be subject to a financial penalty in accordance with the following terms and conditions, consisting of additional controls on other registered products and the bearing of the supplementary audit costs.

Total number of Product References registered by the Operator	Total Numer of additional audits	Financial penalty (in euros excl. taxes)
1 à 5	2	4.000
5 à 10	4	8.000
10 à 50	6	12.000
Plus de 50	10	20.000

If the total number of products registered by the Operator is less than 3, only the financial penalty will apply.

In the event that the additional audits provide evidence of manifestly insincere and recurring behaviour in the use of the Logo, the Operator will have the right to use the Logo on all its Products withdrawn for a minimum period of 5 years as well as a new financial penalty equivalent to the price of 2 audits.

#### 8.5. Technical documentation

The Operator must create and update all necessary pieces of information used to fill the relevant Calculation Grid according the product category and its use of the ProAV Repair Index Trademark within the Territory.

The Operator shall make technical documentation available to SEINEP and to the agents appointed by SEINEP, for the entire duration of the use of the Logo. This technical documentation, which is sufficient to control compliance with the conditions of the Conditions of Use to be checked, includes, in particular:

1° For each product reference that it registers, the list of Source Products;

2° The list of the Distributed Products as well as the identity of their Source Operators and/or any rightsholder of intellectual property rights on these Distributed Products;

3° For each Product:

3.a The Excel file of the relevant Calculation Grid duly completed, including with the values allowing for the calculation of the reparability score;

3.b The results of the calculation of the reparability scores;

3.c Where appropriate, reference to the technical documentation of the Rightsholder;

3.d Any document, including standard contractual terms, bearing proof of the sincerity of the declared information;

3.e Upon request of the designated auditors, a non modified uninterrupted video sequence demonstrating the number of steps necessary to disassemble each spare part of the relevant spare parts list; and

3.f The Calculation Grid used (between the Initial Calculation Grid and the Updated Calculation Grid) to determine the reparability score and the Classifying Logo, during the Transition Period.

4° Upon request, if necessary, the list of communication and presentation media using the Logo.

In particular, it must produce on request, within a maximum of 5 working days, an unedited and uncut video demonstrating the number of stages of disassembly of the product selected for the criterion. The other documentation will consist of any document useful for demonstrating the Operator's commitments, including any standard contractual document.

## **Article 9. INFORMATION AND PROMOTION**

All acts of use, promotion and information relating to the ProAV Repair Index Trademark by the Operator must comply with the Conditions of Use, the laws and regulations in force and must neither infringe on the rights of SEINEP on the ProAV Repair Index Trademark, nor on the rights granted to SEINEP nor on its image or interests.

SEINEP, the Designated Partner Entities or the public authorities may be led to communicate on the companies committed to the Logo and their trademarks involved in press releases, press kits, on their proprietary media, in interviews, events, etc. The Operator accepts that SEINEP, the Designated Partner Entities or the public authorities may communicate on its commitment to the Logo and its trademarks involved. The Operator grants to this effect to SEINEP, the Designated Partner Entities and the public authorities, from the date of Application and for the duration of the Operator's registration, a non-exclusive, non-sublicensable, free of charge, worldwide license to use the trademarks of the Operator specified in the Application for their own informational and promotional purposes. Otherwise, the Operator may inform the relevant Designated Partner Entity(s), within two (2) weeks from the receipt of the registration of the right to use the ProAV Repair Index Trademark.

## **Article 10. DURATION**

The Operator is authorized to use the ProAV Repair Index Trademark in accordance with the Conditions of Use, from the date of receipt of the files allowing its use (pending the procedure applicable to the Distributed Products) and until the end of the legal protection of the intellectual property rights devolved to SEINEP, provided the Operator has validated its Application and undertook to comply with the Conditions of Use and its Exhibits. This right of use can be terminated by any sanction from the Designated Partner Entity and/or SEINEP or by any cause for termination listed in the Conditions of Use.

## **Article 11. CHANGES TO THE CONDITIONS OF USE**

In the event of a change in the Conditions of use, the revised Conditions of Use shall apply to Operators registered before and after its entry into force, without prejudice to the possibility for Operators of withdrawing their Application.

In the event of a change in the Conditions of Use, SEINEP or the Designated Partner Entities will inform the Operators as specified here below. In the event of a change of additional conditions for a Territory by its relevant Designated Partner Entity, the Designated Partner Entity will inform the Operators as specified here below.

The Designated Partner Entity notifies Operator by e-mail at the address indicated by the Operator at the time of registration of its Application. The Operator must keep this e-mail address active at all times or, failing this, inform the Designated Partner Entity of any change.

The Operator is deemed to have read and accepted the new provisions of the Conditions of use, unless the Operator notifies its opposition by any means and ceases to use the ProAV Repair Index Trademark within sixty (60) days following notification of the modification by the Designated Partner Entity, as evidenced by the Designated Partner Entity's email sending date.

Where applicable, the Operator will be granted with a reasonable period of time by SEINEP and/or the relevant Designated Partner Entity for the relevant Territory to comply with the new provisions of the Conditions of Use.

The Operator is authorized to continue using the ProAV Repair Index Trademark, unless it no longer meets the new conditions at the end of the reasonable period of time to comply with them. In such a case, the non-exclusive sub-license granted to the Operator is terminated in accordance with Article 12.2 of the Conditions of Use.

The Operator may not claim for any compensation due to a modification of the Conditions of Use.

## **Article 12. TERMINATION OF THE RIGHT TO USE THE PROAV REPAIR INDEX TRADEMARK**

### *12.1. General provisions*

The Operator shall not be vested of any right to maintain its right to use the ProAV Repair Index Trademark.

The Operator may not claim any indemnity as a result of the termination of the right to use the ProAV Repair Index Trademark for the termination grounds listed in this article.

### *12.2. Termination of the authorization due to the Operator*

#### 12.2.1 Termination for convenience by the Operator

The Operator which wishes to cease using the ProAV Repair Index Trademark in a Territory for any product reference(s) registered under its Application must notify the competent Designated Partner Entity for such Territory. Notification triggers deregistration of the Application and withdrawal of the right granted to the Operator to affix the Logo and use the ProAV Repair Index Trademark for the deregistered product reference(s) of the Operator without notification by the relevant Designated Partner Entity(s).

Consequently, the Operator must stop affixing the Logo on any material related to the Products of the deregistered trademark(s) from the expiry of the right to use the ProAV Repair Index Trademark. The Operator is only allowed to keep manufacturing and placing on the market Products of the deregistered product reference(s) bearing the Logo until all existing stocks of material and Products bearing the Logo which were in stock at the effective date of termination have been used and disposed.

The Operator must stop using the Logo on its information and communication media concerning the

deregistered product reference(s) and stop any information or communication on the ProAV Repair Index Trademark, within three (3) months from the expiry of the right to use the ProAV Repair Index Trademark.

The following applies to the deregistration of Distributors: For Distributed Products where the Classifying Logo is not affixed, a maximum period of three (3) months from the effective date of termination is granted to the Distributor to keep using the Classifying Logo in relation to such Distributed Products marketed by the Distributor.

#### 12.2.2 Change in circumstances affecting the validity of the authorization

The right to use the ProAV Repair Index Trademark lapses automatically and without notification by SEINEP and/or by the relevant Designated Partner Entity as soon as the Operator no longer meets the eligibility conditions stipulated in Article 4 of the Conditions of Use.

Consequently, the Operator must stop affixing the Logo on any packaging of the Product, on its information and communication media and, in general, stop any information or communication on the ProAV Repair Index Trademark immediately from the expiry of the right to use the ProAV Repair Index Trademark. In this same case, the Operator is allowed to keep manufacturing Products until all existing stocks of packaging of the Product bearing the Logo have been used and to place on the market such Products bearing the Logo to dispose of the stocks of Products from the effective date of termination until the respective sale of stocks of the Products where the Classifying Logo is affixed. For the Distributed Products where the Classifying Logo is not affixed, a maximum period of three (3) months from the effective date of termination is granted to the Distributor to keep using the Classifying Logo in relation to such Distributed Products marketed by the Distributor.

#### 12.2.3 Operator's non-compliance with the Conditions of Use

SEINEP end each Designated Partner Entity is free to either (i) establish its own procedural rules and scale of sanctions or (ii) make use of existing rules in addition to the conditions of the Conditions of Use.

In the event SEINEP detects the Operator's failure to comply with the provisions of the Conditions of Use, SEINEP will notify the breaches detected to Operator by registered letter with acknowledgement of receipt. Where applicable, SEINEP will send a copy of this notification by mail to the relevant Designated Partner Entity.

In any event, the notification of the breach sent to the Operator includes the deadline to reinstate compliance with the provisions of the Conditions of Use and indicates whether the right of use is suspended until compliance. If the notified breach is not cured within the aforementioned time limit, the right to use the ProAV Repair Index Trademark is automatically terminated without prior formal notice from SEINEP or from Designated Partner Entity, solely due to the failure to comply with the notified request for compliance.

Suspension and termination of the right to use the ProAV Repair Index Trademark entail the immediate obligation for the Operator to cease all use of the ProAV Repair Index Trademark and to remove any reference to the Logo from all of its Products and communication media.



Consequently, the Operator must stop manufacturing and marketing Products bearing the Logo immediately as of the date of termination of the right to use the ProAV Repair Index Trademark. Within the same time limit, the Operator must also stop affixing the Logo on its information and communication media and, in general, stop any information or communication on the ProAV Repair Index Trademark. The Operator must dispose of the stocks of Products as quickly as possible from the effective date of suspension and/or termination (i) either within a maximum period of three (3) months for the Distributed Products.

#### 12.2.4 Penalties

Any use that does not comply with the Conditions of Use and any continued use of the ProAV Repair Index Trademark after termination are illegal acts and SEINEP and/or Designated Partner Entities have all liberty to seek compensation and cease and desist orders before the competent courts.

#### 12.3. *Abusive use of the ProAV Repair Index Trademark*

In addition to the sanctions stipulated in the previous Articles, unauthorized use of the ProAV Repair Index Trademark by an Operator or by a third party entitles SEINEP and/or relevant Designated Partner Entities to take any legal action they deem appropriate against the Operator and in compliance with the applicable laws and regulations.

### **Article 13. DEFENSE OF THE PROAV REPAIR INDEX TRADEMARK**

The Operator undertakes to immediately notify the Designated Partner Entity and/or SEINEP of any infringement on the rights of the ProAV Repair Index Trademark of which it is aware, in particular any act of infringement on intellectual property rights, of unfair competition or of parasitism.

SEINEP, together with Designated Partner Entities if applicable, have the liberty to decide to file, at their own expense, risk and peril, any civil or criminal action against such infringements.

Consequently, the damages awarded from the legal action taken by Designated Partner Entities and/or SEINEP in SEINEP's name will be at their expenses or to their exclusive benefits and consequently, in this case, the Operator will not be able to claim any indemnity.

### **Article 14. LIABILITY AND WARRANTIES**

#### 14.1. *Operator Liability*

The Rightsholder shall be solely responsible for direct and indirect consequences arising from its use of the ProAV Repair Index Trademark, and notably the use of the Logo on its Source Products. It is solely responsible at its own risk and expenses for (i) the accuracy, sincerity, relevance and compliance of its calculation of the reparability score, for (ii) the underlying use of the appropriate Calculation Grid in the Territories as per the Conditions of Use, and for (iii) its choice of any Classifying Logo for each of its Source Products, as well as for (iv) its use and communication on these Source Products.

The Distributor shall be solely responsible at its own risk and expenses for (i) the accuracy, sincerity, relevance and compliance of its calculation of the reparability score (if applicable), for (ii) the underlying use of the appropriate Calculation Grid in the Territories as per the Conditions of Use, and for (iii) its choice of any Classifying Logo for each of its Distributed Products pursuant to the procedure of Article 6.2, as well as for (iv) its use and communication on these Distributed Products, especially if the Distributor (a) did not have the necessary rights to make any lawful commercial use of the Distributed Products or (b) did not respect all or part of the procedure of Article 6.2. The Distributor is also responsible, during its commercial use of the Distributed Products, for its use of a Classifying Logo assigned to a Distributed Product by its Rightsholder, even though the Rightsholder is responsible for the calculation of the reparability score and for the choice of said Classifying Logo for this Distributed Product.

In any event, the Operator acknowledges that any incorrect or incomplete use of the Logo, in particular (i) a calculation of the reparability score that does not comply with all the rules of the Specifications and

of the Condition of Use, or that is based on incomplete or distorted data in relation to the real repairability qualities of the Product, or which is not based on the correct Calculation Grid or (ii) the attribution of an incorrect Classifying Logo, or which does not correspond to the reality of the repairability score of the Product, whether it is unintentional or deliberately harmful, will expose and engage directly the Operator's sole liability, and may be qualified as misleading commercial practices under Community law, and under any applicable law to the same effect in the Territories. SEINEP and/or Designated Partner Entities decline all responsibility for such uses of the Logo, in particular in the event of erroneous or misleading information or promotional communication by the Distributor on a Distributed Product, which engage the sole responsibility of the Operator who is liable for it.

The Operators are solely responsible for the information they provide to consumers with respect to the Calculation Grid used to determine the Classifying Logo, having regard to the applicable laws and regulations. The Operators shall ensure that the change of the Classifying Logo due to the calculation change from the Initial Calculation Grid to the Updated Calculation Grid do not mislead on provided information.

#### *14.2. Operator Warranty*

In the event of a third party claim against SEINEP and/or a Designated Partner Entity arising from any non-compliant use of the ProAV Repair Index Trademark by the Operator, the Operator warrants to indemnify, defend and hold SEINEP and the Designated Partner Entity harmless, upon first notice, at the Operator's expenses and costs.

The Operator notably warrants SEINEP and the relevant Designated Partner Entities (i) that the contracts or chains of contracts between the Operator and the rightsholder of intellectual property rights on the Distributed Products, whether this rightsholder is registered as the Rightsholder or not, do not prevent the exploitation of the right of use granted by SEINEP and the Designated Partner Entities on the ProAV Repair Index Trademark for the Distributed Products in Article 6.2, (ii) the absence of the slightest confusion, in the Operator's communications (for information or promotional purposes), between Products or between Products and other products and services, (iii) the absence of any error or inaccuracy in the attribution and use of a Classifying Logo in relation to a Product, as well as the absence of any false or misleading presentation by the Operator, by virtue of which the Operator shall indemnify, defend and hold harmless SEINEP from any liability, concerning any damages, obligations, costs and expenses (including reasonable attorney's fees) as well as (iv) against any claim resulting from a claim made by a third party (in particular a rightsholder of a Product) alleging that all or part of the use of the ProAV Repair Index Trademark in relation to the Products pursuant to these Conditions of Use is in violation of the intellectual property rights of this third party or constitutes an act exposing the tort liability of SEINEP and/or of the Designated Partner Entity, in particular with regard to unfair or parasitic competition.

The Operator shall be required to withdraw from the market, as soon as possible, any product that does not comply with the standards in force on the Territory or Territories.

#### *14.3. SEINEP Indemnification*

SEINEP waives and declines any warranty other than on the material existence of the ProAV Repair Index Trademark and on its personal actions. SEINEP warrants that, to its knowledge and on the date of entry into force of the Conditions of Use, the ProAV Repair Index Trademark has not been the subject of any claim for rights. The Operator acknowledges that it is generally aware of the uncertainties regarding the availability and, in general, the validity of the trademarks and designs, and consequently accepts this authorization of use in full knowledge of these facts, at its own risk. Consequently, in the event that SEINEP loses its rights to the ProAV Repair Index Trademark at the request of a third party, whatever is the cause of the loss of rights and its legal qualification (nullity, counterfeiting...), the Operator undertakes not to engage the responsibility of SEINEP and not to claim any damages against SEINEP.

### **Article 15. APPLICABLE LAW**

These Conditions of Use are subject to Community law, regardless of where the ProAV Repair Index

Trademark is used by the Operator.

**Article 16. COMPETENT JURISDICTION**

Any dispute arising from the interpretation or execution of these Conditions of Use shall be brought before any competent court within the jurisdiction of the Territory.

**Article 17. SETTLEMENT OF DISPUTES**

SEINEP does not settle possible disputes between Operators or between an Operator and a Designated Partner Entity or a third party (the parties). If SEINEP has access to evidence of a violation of the Conditions for Use, assessed at the discretion of SEINEP, SEINEP may take any appropriate measure, including temporary or protective measures, particularly with regard to the sanctions of Article 12 of the Conditions of Use, in order to put an end to the contractual violation as soon as possible.

In the event of discrepancies between the English and French versions of the Conditions of Use, the English version shall prevail.

## **Annex 1: SPECIFICATIONS OF THE CALCULATION GRID**

The Operator must fill in the information required by the Calculation Grid corresponding to the appropriate Product category, available on request from <https://www.alliance-apase.org/2024/06/17/pro-av-reparability-index>. The request for access to the Calculation Grid can be sent by e-mail to SEINEP.

The Calculation Grid consists of a spreadsheet offering several options, depending on the category and nature of the Product.

All the Calculation Grids have a common base consisting of :

1. A Product Information tab
2. A Documentation tab
3. A Disassembly Access tab
4. A Spare Parts Availability tab
5. A Price tab
6. A Specific tab
7. Final score tab
8. Two appendices tabs.

Items 1 to 6 in the above list are called "Criteria". The components of the Criteria are called "Sub-Criteria".

### 1. Product information

The purpose of this tab is to identify the Product; the Operator must enter the following information here

- The date on which the score was calculated
- The identification details of the Applicant
- The identification details of the Evaluation Manager, acting on behalf of the Applicant
- Identification details of the Product being assessed
- The type of product

### 2. Documentation

The Evaluation Manager must provide information on the duration of availability of the following elements to the various target audiences specified in the spreadsheet and according to predefined thresholds:

- Unequivocal identification of the product (type of product, brand, commercial name, model and, if applicable, serial number)
- Dismantling diagram or exploded view
- Wiring and connection diagrams
- Circuit diagrams
- List of repair and test equipment required for the repair
- Technical manual with repair instructions
- Information on access to professional repairers
- Advice on use and maintenance

### 3. Disassembly of Spare Parts

For a predefined list of spare parts and according to predetermined thresholds, the Assessment Manager must indicate the following information:

- Number of dismantling steps required to access the spare parts listed below
- Tools required to dismantle each spare part on the list
- Fastener characteristics.

The definition of a step, the method for calculating the total number of steps, the definitions of the types of tools and the definitions of the types of fasteners are available in the Instructions provided and in the Appendices to the Calculation Grid.

The list of spare parts and their number varies according to the category and nature of the Products concerned.

### 4. Availability of Spare Parts

For each part on the list of Spare Parts, the Evaluation Manager must indicate the availability and delivery time commitments, for different target audiences and according to predefined thresholds.

The list of Spare Parts and their number will vary according to the category and nature of the Products concerned.

#### 5. Prices

The Evaluator must indicate :

- The pre-tax price of the most expensive part from the list of Spare Parts
- The average price before tax of the other parts on the Spare Parts list
- The price excluding taxes of the Product in question when offered new by the Operator.

#### 6. Specific

The Assessment Manager must indicate, for different target audiences, whether remote assistance is offered by the Operator and, if so, whether this assistance consists of a free telephone support line or updated information on a website.

#### 7. Final score

For each item of information provided, points are awarded to the Product, which are then added together for each Sub-Criterion. The sum of the points is then reduced to a score out of 10 for each Sub-Criterion.

The scores obtained for each Sub-Criterion are then weighted and summed to give a score on a scale of 0 to 20 for each Criterion.

The scores obtained for each Criterion are then weighted and summed to give a Final Score.

The Final Score consists of a number to one decimal place, between 0 and 10.

#### 8. List of Spare Parts

The list of Spare Parts is predefined within the Calculation Grid corresponding to the product category in question.

For professional audio loudspeakers, these are

- Passive loudspeakers

Enclosure

Speaker (Tweeter, Medium or Woofer)

Grille

Transformer or Filter

- Active speakers and amplifiers

The list of parts above plus

Amplifier module

Power supply (internal or external)

Processing card.

For projectors, these are

- Lamp projectors

Lamp Module

Motherboard

Ignition

Power supply

Balast card

- LED spotlights

LED Module

Motherboard

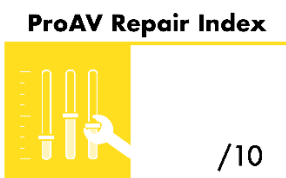
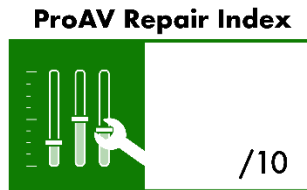
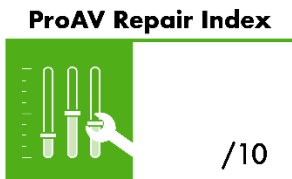
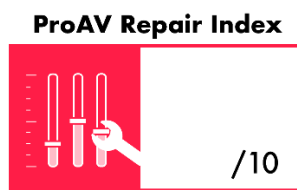
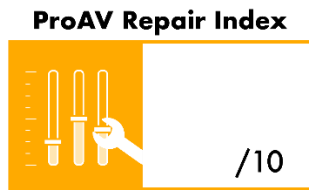
Motor driver board

Power supply

LED driver board.

### **Annex 2: Logo Guidelines**

The graphic symbol used, called the Nutri-ScoreProAV Repair Index, is shown below:



The right-hand side consists of the Final Score out of 10, taken from the corresponding Calculation Grid and as entered by the Operator, including one unit and one decimal.

The thresholds defining the Logo colour to be used according to the Final Score obtained by the Product following the Calculation Grid calculations are :

- For a score greater than 0 and less than or equal to 1.9: RED
- For a score strictly greater than 1.9 and less than or equal to 3.9: ORANGE
- For a score strictly greater than 3.9 and less than or equal to 5.9: YELLOW
- For a score strictly greater than 5.9 and less than or equal to 7.9: LIGHT GREEN
- For a score strictly greater than 7.9 and less than or equal to 10: DARK GREEN.

The characteristics of the Logo, in particular its size, colour and thresholds, are defined in the Logo's graphic charter.

(document in PDF format downloadable via the following link: <https://www.alliance-apase.org/2024/06/17/pro-av-reparability-index>)