

# REGULATIONS GOVERNING THE USE OF SGS PRODUCT CERTIFICATION MARK

## 1. INTRODUCTION

These Regulations relate to the SGS Product Certification mark (the "Product Mark") as shown in Appendix 1 owned by SGS Société Générale de Surveillance SA (SGS SA), 1 place des Alpes, 1201 Geneva, Switzerland, which has been licensed to the Certification Body for the purposes hereof.

The Product Marks shown in Appendix 1 are an example and shall never be used by the Client as is. The Certification Body will provide the Client with the right logo to be used.

SGS SA reserves the right to replace the Product Mark as shown in the Appendix 1 by another certification mark at any time.

Use of the Product Mark for a renewable three-year period is strictly limited to the Client whose Designated Products have been successfully certified by the Certification Body.

## 2. DEFINITIONS

In these Regulations:

- (a) "Accreditation Body" means the body that has accredited the Certification Body for certifying Conformity of Products.
- (b) "Accreditation Mark" means the Accreditation Body's mark licensed to the Certification Body and that may be sub licensed to the Client whose Designated Product has been successfully certified unless the Accreditation Body does not permit its use.
- (c) "Certificate" means the certificate of conformity issued by the Certification Body in respect of the Designated Products.
- (d) "Certification Scheme Identity" means the name or number indicated in the relevant standard(s)
- (e) "Client" means the company to whom a Certificate is issued.
- (f) "Codes of practice" means a technical document describing SGS Société Générale de Surveillance SA's conditions under which the Certificate and the Product Mark may be delivered, renewed, suspended or cancelled.

(g) "Communication Media" means Client's advertising such as advertisements, displays, posters, TV advertisements, promotional videos, web sites, brochures, delivery slips.

(h) "Designated Products" means the products to which it is proposed to apply the Product Mark.

(i) "Improper Use" of the Product Mark means any use which infringes these Regulations. It also means imitation, counterfeiting and dilution of the Product Mark.

(j) "Standard" means a technical document validated by the independent committee based within the Certification Body describing the specifications that the products should present, as well as the means of controlling the compliance of the products to these specifications.

(k) "Use" means the lawful, authorized, restricted, non-exclusive, limited and revocable right to use the Product Mark.

## 3. USE OF THE PRODUCT MARK

3.1 The Client specifically agrees that:

- (a) It will use the Product Mark on or in association with the Designated Products only in the manner prescribed in the Standard and in Appendix 2 and Appendix 3.
- (b) It will use the Product Mark on its Communication Media in such a way as to create no confusion between the Designated Products and other products or services.
- (c) When used on the Client's web site, the Product Mark shall be used as an hypertext link from its web site to the following URL address of SGS Société Générale de Surveillance SA's web site <http://www.sgs.com/> and the Client shall sign a Link and Product Certification Mark Use Agreement that will be provided by the Certification Body.
- (d) It will not during the period of validity of the Certificate or thereafter, register or attempt to register the Product Mark or any imitation thereof, make or assert any claim of ownership to the Product Mark, dispute the right of the Certification Body, its successors or assignees, to

authorise the use of the Product Mark as provided herein.

(e) It will, upon the suspension, withdrawal or cancellation of the Certificate, forthwith discontinue the use of the Product Mark on the Designated Products and its Communication Media and will not thereafter use, register or attempt to register any copy or imitation thereof.

(f) In case of take-over, merger or transfer of activities related to the Designated products, written permission from the Certification Body is mandatory in order to transfer the right to use the Product Mark.

(g) When used on flags, on vehicles, on large boxes or on over-packing not reaching end users, on window stickers, on promotional goods such as pocket diaries, coffee mugs, coasters, doormats, the Product Mark shall be used without the Accreditation Mark.

(h) Where the accreditation body permits use of its mark by the Client it may only be used in combination with either Product Mark as supplied by the Certification Body and shown at Appendix 1 below on stationery and publicity material only where relevant to the scope of certification.

(i) It will not use the Certification Mark or the Accreditation Mark on test reports or certificates of compliance such as calibration certificates or certificates of analysis.

3.2 Use of the Product Mark does not exonerate the Client from any liability imposed by law regarding the performance, design, manufacturing, shipment, sale or distribution of the Designated Products.

## 4. MONITORING OF THE CLIENT

4.1 Throughout the period of validity of the right to use the Product Mark the Client will at all times comply

with the requirements indicated in the Regulations and in the Standard connected to each service. Particularly, it must give the Certification Body written notification of all changes in its operating conditions as well as all changes in its legal status.

4.2 The Certification Body may during the entire period of validity of the Certification Mark make or entrust a representative to make all checks deemed necessary using the methods and frequencies indicated in the Standards. Checks will ensure that the Standard inherent to each product is applied and that conformity to these Regulations and to the Codes of Practice is maintained.

## 5. PENALTIES AND APPEAL

In case of Improper use of the Product Mark, the Certification Body may forthwith suspend or withdraw the certification and the right to use the Product Mark in accordance with the sanctions procedures that will be provided by the Certification Body upon request. The Client may appeal the Certification Body's decision in accordance with the appeal procedures that will be provided by the Certification Body upon request.

## 6. RENUNCIATION

The Client may renounce or suspend the use of the Product Mark for a certain period of time. It will give the Certification Body written notification and make all changes regarding the affected products to its Communication Media. Based on this information the Certification Body shall inform the Client of the terms and conditions for temporary or definitive termination of use of the Product Mark.

## 7. CONFIDENTIALITY

Unless otherwise agreed by the Certification Body, the Client shall keep confidential all documents received from the Certification Body with the exception of the Certificate, these Regulations and the Appendixes thereof.

## 8. FINANCIAL CONDITIONS

The financial conditions for authorisation to use the Product Mark are included in the contract between the Certification Body and the Client.

## 9. CHANGES TO THE LEGISLATION

The Certification Body complies with all national and international laws, regulations and standards in force concerning the right to use the Product Mark or the conditions for obtaining said right. The Certification Body will give the Client notification of any changes thereto and the Client will be obligated to apply all modifications resulting from said changes.

## 10. CHANGES TO THE REGULATIONS

The Certification Body reserves the right to modify these Regulations at any time. It will give the Client written notification of all changes thereto and the Client will be obligated to apply said changes.

## 11. TECHNICAL DETAILS

(a) The Product Mark shown in Appendix 1 is an example and the Certification Body will provide the Client with the right logo to be used.

(b) The primary colors for the Product Mark are grey (pantone code 424) and orange (pantone code 021). The Product Mark may also appear on flat colored backgrounds when it remains clearly visible. For web use, a transparent Product Mark is also available.

(c) The Client may also use the Product Mark in grey (65% screened black).

(d) On documents printed in one color exclusively, the Client may use the Product Mark in the exclusive printing color.

(e) The certification mark can be enlarged as well as reduced as long as it remains legible.

(f) For Designated Products on which the Product Mark cannot be molded due to size or design constraints, a simplified Product Mark is available upon request.

1.



2.



The Certification Body Product Mark is in a period of phased transition from Mark 1 to the new Mark 2. Either shall be supplied and be valid for use for an interim period. Clients shall receive advance notification when Mark 1 is to be discontinued.

## APPENDIX 2

Information that must appear below the Product Mark on Communication Media

- (a) the Certification Scheme Identity incorporating the ISO country code of the issuing Certification Body followed by:
- (b) the standard particular name or code and
- (c) the serial number of the certification standard and
- (d) the serial number attributed to the Client.

## APPENDIX 3

Information that may appear below the Product Mark on Communication Media

- (a) The major certified characteristics of the product in a separate text box as agreed by the Certification Body;
- (b) The full name and address of the certified product manufacturer;
- (c) The wording "list of certified characteristics available upon request" or "list of certified characteristics available on [www.sgs.com/standard](http://www.sgs.com/standard)";
- (d) The full name and address of the Certification Body or the full name of the Certification Body with its abbreviated address or its telephone number.