Regulations governing the use of SGS System Certification Marks

1. INTRODUCTION

These Regulations relate to the SGS System Certification Marks (the "Certification Mark") as shown as example in Appendix 1 owned by SGS Société Générale de Surveillance SA (SGS SA) and licensed to the Certification Body for the purposes hereof.

The Certification Mark shown in Appendix 1 is an example and it should never be used by the Client as is. The Certification Body will provide the Client with the right logo to be used. The design and text of the provided mark may vary from the example however these regulations continue to apply in accordance with the certification contract.

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

Use of the Certification Mark is strictly limited to Clients whose management system remains certified against the standard to which the mark relates by the Certification Body.

2. DEFINITIONS

In these regulations:

a. "Accreditation Body" means the body that has accredited the Certification Body for certifying management systems of third parties.

b. "Accreditation Mark" means the Accreditation Body's mark licensed to the Certification Body and that may be sub licensed to the Client whose management system has been successfully certified, where the Accreditation Body permits its use. Where the use is permitted it shall be used only as provided by SGS in combination with the SGS certification mark and shall under no circumstances be used independently.

c. "Certificate" means the certificate of conformity and assessment schedule issued by the Certification Body specifying the scope of certification of the Client.

d. "Certification Scheme number" means the number which is indicated in each particular Standard against which the Client's system is certified.

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 Certification may be delivered, renewed, expanded, reduced, suspended, restored or cancelled.

g. "Communication Media" means Client's advertising such as advertisements, displays, posters, TV advertisements, promotional videos, web sites, brochures, Client's promotional goods such as pocket diary, coffee mugs, coasters, doormats; Client's outdoor advertisements such as billboards and signs; Client's stationery such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips; Client's vehicles, Client's flags and window stickers and any other communication media intended for his customers.

h. "Improper Use" of the Certification Mark means any use which infringes these Regulations. It also means imitation, counterfeiting and dilution of the Certification Marks.

i. "Standard" means the specifications that the management system should present as well as the means of controlling the compliance of the management system to these specifications.

j. "Use" means the lawful, authorized, restricted, non-exclusive, limited and revocable right to use the Certification Mark.

3. USE OF THE MARKS

3.1 The Client agrees that:

a. It will use the Certification Mark only in the manner prescribed herein and in the Certificate.

b. It will use the Certification Mark only in relation to activities within its scope of certification.

c. It will use the Certification Mark on its Communication Media in such a way as to create no confusion between matters referred to in the scope of certification and other matters, and in no way to imply coverage of any activities outside the scope of certification.

d. It will not use the Certification Mark on test reports or certificates of compliance such as calibration certificates or certificates of analysis.

e. It will not use the Certification Mark on its products or their packaging in order to avoid confusion with product certification. The client may put a statement (without use of the mark) on product packaging or accompanying information that it has a certified management system, **but this statement cannot claim that the product, process (or service) is certified.** This statement must include a reference to, the certified client's name/brand name; the type of management system (e.g.: quality, environmental, etc.) and the applicable standard (e.g.: ISO 9001); and the name of the certification body issuing the certificate.

f. It may use the Certification Mark (with or without any accreditation mark) on stationery such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips, on advertising, displays, posters, TV advertisements, promotional videos, web sites, brochures.

g. It may use the SGS certification mark alone (the Accreditation Mark shall not be used) on all other applications such as on flags, on vehicles, on promotional material accompanying the product, on window stickers, on vehicles, billboard advertisements, on promotional goods such as pocket diaries, coffee mugs, coasters, doormats or any other application.

h. It may use the Certification Mark on its web site, provided that the Certification Mark is obtained through the SGS Customer Portal and installed in accordance with the provided instructions (which will provide a direct link to validate the certificate) or is accompanied by a link to the SGS Certified Clients Directory (https://www.sgs.com/en/certified-clients-and-products/certified- client-directory) to enable separate verification.

i. It will not, during the period of validity of the Certificate or thereafter, register or attempt to register the Certification Mark or any imitation thereof, make or assert any claim of ownership to the Certification Mark and dispute the right of the Certification Body, its successors or assigns, to authorize the use of the Certification Mark as provided herein.

j. It will, upon the suspension, withdrawal or cancellation of the Certificate, forthwith discontinue the use of the Certification Mark or any reference thereto and will not thereafter use any copy or imitation thereof.

k. In case of take-over or merger, written permission from the Certification Body is mandatory in order to transfer the right to use the Certification Mark.

3.2 Use of the Certification Mark does not exonerate the Client from any liability imposed by law regarding the performance of its services and the performance, design, manufacturing, shipment, sale or distribution of its products.

4. MONITORING THE CLIENT

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 management system 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 Certification mark, the Certification Body may forthwith suspend or withdraw the certification and the right to use the Certification 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 procedure that will be provided by the Certification Body upon request.

6. RENUNCIATION

The Client may renounce or suspend the use of the Certification Mark for a certain period of time. It will give the Certification Body written notification and make all changes regarding 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 Certification Mark.

7. FINANCIAL CONDITIONS

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

8. 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 Appendix thereof.

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 Certification Mark or the conditions for obtaining said right. It will give the Client notification of the changes thereto and the Client will be obligated to apply all modifications resulting from said changes.

10. CHANGES TO THE REGULATIONS GOVERNING THE USE OF THE MARK

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

b. On documents printed in more than one colour, the Certification Mark should be used in priority in grey (pantone code 424) and in orange (pantone code 021). However, the Client may also use the Certification Mark in grey (65% screened black).

c. On documents printed in one colour exclusively, the Client may either use the Certification Mark in grey and orange or in the exclusive printing colour (65%screened of the exclusive printing colour).

d. On documents printed in more than one colour or in one colour exclusively, the Certification Mark may also appear on coloured backgrounds when it remains clearly visible.

e. For web use, the Client may create and use a transparent version of the Certification Mark.

f. The Certification Mark can be enlarged as well as reduced as long as the text remains legible.

g. The accreditation mark may only be used as provided by SGS in combination with the SGS mark and shall not be changed, amended or distorted in any way.

APPENDIX 1

CERTIFICATION MARK (Example)



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