

REGULATION FOR THE USE OF SGS PRODUCT CERTIFICATION MARK (rev.1)

1. INTRODUCTION

The achieved certification achieved can be made public as long as it is done appropriately. One of the most effective communication tools is the internationally recognized SGS certification mark, which is licensed for use together with the certificate. SGS, therefore, aims to provide you with guidance on a correct form of communication, in order to minimize the risk of misuse of the mark and the certificate. SGS is at your disposal to examine any special situations and evaluate possible joint certification communication initiatives.

1.1 The Regulation refers to the SGS Product Certification Mark (the "Product Mark") set out in Appendix 1, owned by SGS Société Générale de Surveillance SA ("SGS SA") which has been licensed to SGS ICS Italia Srl ("the Certification Body" or "SGS") for the purposes described below.

1.2 The Product Mark in Appendix 1 is depicted as an example only and it is not intended to be used directly in this format. The Certification Body will provide the Customer with the correct logo to be used.

1.3 SGS SA reserves the right to replace the Product Mark depicted in Appendix 1 with another certification mark.

1.4 The Use of the Product Mark is strictly reserved to the Customer whose product has been successfully certified by the Certification Body and is bound to the validity of the certificate.

2. DEFINITIONS

In this Regulation:

- a. "Certificate" means the certificate of conformity issued by the Certification Body relating to the Designated Products.
- b. "Certification Scheme Number" is the number shown on each particular Technical Document.
- c. "Customer" means the natural or legal entity to whom the Certificate is issued.
- d. "External Communication" means any form of external communication of the Client such as advertising, exhibitions, posters, television commercials, promotional videos, websites, leaflets, etc.
- e. "Designated Products" mean the products to which the Product Mark is proposed to be affixed.
- f. "Misuse" of the Product Mark means imitation, counterfeiting, misuse of colors or any other use that violates these Regulations
- g. "Certification Body" means SGS ICS Italia Srl.
- h. "Accreditation Body" means ACCREDIA or any other Accreditation Body operating in Mutual Recognition Agreement (MLA) with ACCREDIA.
- i. "Technical Document" means a document validated by the independent

Technical Committee of the Certification Body describing the conditions under which the Product Mark may be granted, the specifications that the product must meet as well as the control methods to verify the product's compliance with such specifications; this document may also be issued by the Customer.

j. "Accredited Technical Document" means a document whose contents and the related certification process have been evaluated by the Accreditation Body and deemed effective to be managed by a Certification Body operating with adequate means and structures.

k. "Use" means the right or license to use the Product Mark provided it is legal, authorized, restricted, non-exclusive, limited and revocable.

3. CERTIFICATE OF CONFORMITY AND USE OF THE ACCREDIA ACCREDITATION MARK

3.1 Whenever the certificate is intended to be reproduced, the reproduction must be complete and legible.

3.2 Advertising and press releases must indicate that the certification has been issued by SGS to enable traceability to Customers and the market. This also serves to prevent false claims by non-certified Organizations.

3.3 Certificates with ACCREDIA accreditation display the accreditation number issued to SGS under the ACCREDIA logo. If applicable, reference is made to MLA (Multi Lateral Agreement) recalling ACCREDIA's participation in International Mutual Recognition Agreements (MLA EA and IAF). Such agreements with EA (European Cooperation for Accreditation) and IAF (International Accreditation Forum Inc.) as well as ensuring that the certificates of conformity issued by entities accredited by Accreditations participating in MLA agreements are valid and credible, also attest to their recognition by all Accreditation Bodies that are signatories to such agreements; the complete list of these Bodies and more details on MLA agreements are available on the websites www.accredia.it and [about the IAF MLA - IAF](http://abouttheiaf.com).

3.4 If the certificate is covered by ACCREDIA accreditation, the Organization, in addition to complying with the rules for use set out in paragraph 4 below, may use the two combined marks in full compliance with the requirements of document RG09 "Regulations for the use of the ACCREDIA mark" issued by ACCREDIA, the latest applicable revision of which is available on the www.accredia.it website.

4. USE OF THE MARK

4.1 The Client expressly undertakes:

a. to use the Product Mark only on - or in association with - the Designated Products in the manner indicated in the Technical Document and in Appendices 2 and 3.

b. to associate the Product Mark with the certified characteristics whenever he/she intends to make mention of them, even if only partially (e.g. even just by mentioning the terms "Certified Product" or "Certification"), on the Designated Products.

c. to use the Mark in the External Communication in such a way as not to create confusion between the Designated Products and other products or services

d. to submit to the Certification Body, in advance and with sufficient margin of intervention for this, the External Communication relating to the Designated Products that refers to the Product Mark or to the information referred to in Appendices 2 and 3 and to faithfully comply with the subsequent instructions of the same Certification Body

e. to immediately cease - following suspension, withdrawal or cancellation of the Certificate - the Use of the Product Mark on the Designated Products and in the related External Communication. In this case, the Client also undertakes not to claim ownership of the Product Mark and not to contest the good right of the Certification Body, its successors or assignees, to authorize the Use of the Product Mark in accordance with the provisions of these Regulations.

f. to make a connection between its website and the www.sgs.com site if a specific agreement to this effect is stipulated provided by the Certification Body.

g. to obtain - in the event of acquisition, merger or demerger - a written authorization from the Certification Body for the transfer of the Use of the Product Mark.

4.2. The Use of the Product Trademark does not exempt the Customer from any legal liability regarding the design, production or functionality of the Designated Products.

5. VERIFICATION AT CUSTOMER'S SITE

5.1 During the period of validity of the right to Use the Product Mark, the Client undertakes to comply with the provisions of these Regulations and the relevant Technical Document. In particular, the Client has the responsibility to notify the Certification Body about all changes to the

operating conditions and those related to its legal status.

5.2 The Certification Body during the entire period of validity of the Product Mark may directly carry out or appoint a representative to carry out the necessary verifications according to the methods and frequencies indicated in its operating procedures. The verification ensures that the Technical Document related to each product is applied and compliant with the Regulation and the leaflets relating to the products subject to certification is maintained.

6. PENALTIES AND APPEALS

6.1 In the event of Improper Use of the Product Mark, the Certification Body may, with immediate effect, suspend or withdraw the certification and the right to use the Product Mark in accordance with the sanctioning procedures of the Certification Body.

6.2 The Client may appeal against the decision of the Certification Body in accordance with the appeal procedures that will be provided, upon request, by the latter.

7. WAIVER

Clients may waive or suspend the Use of the Mark for a certain period of time. They will notify the Certification Body in writing and will prepare the necessary changes in relation to the External Communication of the products concerned. On the basis of this information, the Certification Body will inform the Customer of the terms and conditions for the temporary or permanent non-use of the Product Mark.

8. CONFIDENTIALITY

The Client shall keep confidential and private all documents received from the Certification Body with the exception of the Certificate, this Regulation and its Appendices 1, 2 and 3, as well as the Accredited Technical Document.

9. ECONOMIC CONDITIONS

The economic conditions for the authorization to use the Product Mark are regulated by the certification contract between the Certification Body and the Customer.

10. CHANGES TO LEGISLATION

The Certification Body acts in accordance with national, European and international legislation, regulations and technical documents in force. It therefore draws up its documents in accordance with them and undertakes to keep the Client informed of any changes. The Customer, therefore, undertakes to comply with all

changes resulting from the aforementioned changes relating to the correct use of the Product Mark or the conditions for obtaining such right.

11. AMENDMENTS TO THE RULES

The Certification Body reserves the right to modify these conditions at any time, notifying the Customer of the changes made. The Customer must comply with the changes that have occurred.

12. TECHNICAL DETAILS

a. The Product Mark shown in Appendix 1 is an example and the Certification Body will provide the Customer with the correct logo to be used.

b. The main colors for the Product Mark are gray (pantone code 424) and orange (pantone code 021). The Product Mark may also appear on uniformly colored backgrounds, as long as it remains clearly visible. For use on the web, a transparent version of the Product Mark is also available.

c. The Customer may also use the Product Mark in gray (black at 65% coverage)

d. On documents printed in one color only, Customer may use the Product Mark in the exclusive print color.

e. The Certification Mark can be enlarged or reduced, as long as it remains legible. The size of the Trademark must not exceed the size of the Trademark of the product.

APPENDIX 1

The SGS Product Certification Mark



APPENDIX 2: INFORMATION TO APPEAR IN EXTERNAL COMMUNICATION

The Product Mark, which from time to time will be customized with the indications of the certification scheme (e.g. Food for food) must necessarily contain the following information:

- country code of the certificate issuer (for Italy IT)
 - progressive order number assigned to the Customer
 - Technical Certification Document number
 - main certified characteristics in a box placed next to the Product Mark.
- These descriptive statements must be approved in advance by the Certification Body. The Certification Body will also provide the aforementioned data to the Client together with the logo in jpg and vector format.

APPENDIX 3: ADDITIONAL INFORMATION/LOGOS TO BE INCLUDED IN EXTERNAL COMMUNICATION

- The full name and address of the certified product manufacturer.
- The full name and address of the Certification Body with the abbreviated address or telephone number.
- the Certification Mark of the Accreditation Body affixed to the Designated Products only if expressly authorized in writing by the Certification Body, in accordance with the rules established by that Body, and only next to the Product Mark.



For use of the Accredia logo: further details are reported on RG09 "Regulations for the use of the ACCREDIA trademark" issued by ACCREDIA. The latest applicable revision of which is available on the www.accredia.it website.

When you need to be sure

SGS