

# REGULATION FOR USE OF THE SGS PRODUCT CERTIFICATION MARK

## 1. INTRODUCTION

The certificate can be made public as long as it is appropriate. One of the most effective communication tools is the internationally recognized SGS certification mark, which is licensed in use along with the certificate.

SGS therefore aims to provide you with guidance for a correct form of communication, in order to minimize the risk of misuse of the trademark and certificate. SGS is also at your disposal to examine any particular situations and evaluate possible joint certification communication initiatives.

1.1 This Regulation refers to the SGS Product Certification Mark (the "Product Mark") depicted in Appendix 1, owned by SGS Société Générale de Surveillance SA, 1, Place des Alpes, 1201 Geneva, Switzerland, which was licensed to SGS Italy S.p.A. ("the Certification Organism") for the purposes described below.

1.2 The Product Mark in Appendix is indicated as an example and should never be used by the Customer as such. The Certification Organization will provide the customer with the correct logo to use.

1.3 SGS Société Générale de Surveillance SA reserves the right to replace the Product Mark indicated in Appendix 1 with another certification mark.

1.4 The use of the Product Mark for a period of 3 years, renewable, is strictly limited to the customer whose product has been successfully certified by the Certification Body.

## 2. DEFINITIONS

In this Regulation:

- a. "Certificate" means the compliance certificate issued by the Certification Organization for Designated Products;
- b. "Certification scheme number" means the number that is listed in each particular Technical Document;

- c. "Customer" means the physical or legal subject to which the Certificate is issued;
- d. "External communication" means all forms of external communication of the customer such as advertisements, exhibitions, billboards, television spots, promotional videos, websites, leaflets, etc.;
- e. "Designated Products" means the products to which the Product Mark is proposed;
- f. "Improper use" of the Product Brand means imitation, counterfeiting, misuse of colors or any other use that breaks this Regulation;
- g. Certification Body: means SGS Italy S.p.A.;
- h. Accreditation Body: means ACCREDIA or 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 that describes the conditions under which the Product Mark can be granted, the specifications that the product must present as well as the modalities check to verify the product's match to those specifications; This document may also be issued by the Customer;
- j. "Accredited Technical Document" means a document whose contents and certification process have been evaluated by the Accreditation Board and considered effective by it to be managed by a Certification Body operating with appropriate means and structures;
- k. "Use" means the right or license to use the Product Mark as long as it is legal, authorized, restricted, non-exclusive, limited and rescindable.

## 3. CERTIFICATE OF CONFORMITY AND USE OF ACCREDIA ACCREDITAMENT:

3.1 Whenever the certificate is to be reproduced, playback must be full and readable.

3.2 Advertising and press releases must indicate that the certification has been issued by SGS to enable traceability to customers and the market in general. This also serves to avoid misrepresentations by uncertified organizations.

3.3 Certificates under ACCREDIA accreditation under the ACCREDIA logo (written ACCREDIA plus Italy and abbreviated name " L'ENTE ITALIANO DI ACCREDITAMENTO" ) the identification of the accreditation schemes and the corresponding number of certificates issued to SGS by ACCREDIA itself; immediately below is the reference to the Multi Lateral Agreement (MLA) referring to ACCREDIA's participation in the International Mutual Recognition Agreements (MLA EA and IAF). These agreements with EA (European Cooperation for Accreditation) and IAF (International Accreditation Forum Inc.) as well as ensuring that compliance claims issued by accredited entities by accreditation bodies participating in the MLA agreements are valid and credible, confirm their recognition to all accreditation bodies that sign these agreements; the full list of these entities and more details about the MLA agreements can be seen on the website [www.accredia.it](http://www.accredia.it).

3.4 If the certificate is covered by ACCREDIA accreditation, the Organization, in addition to complying with the rules for use in the next paragraph 3., you can use the two matching trademarks in full compliance with the requirements of the RG09 "ACCREDIA Trademark Regulation" issued by ACCREDIA, the latest applicable revision of which is available on the website [www.accredia.it](http://www.accredia.it)

#### 4. USE OF THE BRAND

4.1 The Customer is expressly obliged to:

- a. to use the Product Mark only on or in association with the Products Designated as indicated in the Technical Document and Appendix 2 and 3;
- b. to associate the Product Trademark with the certified features whenever it intends to mention it, even only partial (e.g. even just quoting the terms "Certified Product" or "Certification"), on the Designated Products;
- c. to use the Trademark in External Communication in such a way as not to create confusion between designated products and other products or services;
- d. to submit to the Certification Board in advance and with sufficient scope for this, the External Communication relating to Designated Products that is related to the Product Mark or the information referred to in Appendixes 2 and 3 and to faithfully follow the subsequent instructions of the certification body itself;
- e. to immediately cease - following suspension, withdrawal or cancellation of the Certificate - the Use of the Product Trademark on Designated Products and related External Communication. In this case, in addition, the Customer is obliged not to claim ownership of the Product Brand and also not to challenge the good right of the Certification Body, its successors or assignees, to authorize the use of the Product Mark according to the This Regulation stipulates;
- f. link between your website and the website [www.sgs.com](http://www.sgs.com) if an agreement is made to do so provided by the Certification Body;
- g. to obtain - in the event of an acquisition, merger or demerger - a written authorization from the Certification Body for the transfer of the Use of the Product Brand.

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

#### 5. CUSTOMER VERIFICATIONS

5.1 During the period of validity of the right to use the Product Brand, the Customer is obliged to comply with the forecasts referred to in this Regulation and the Technical Document relating to each product. In particular, you must report in writing to the Certification Body all changes to the operating conditions and those relating to your legal condition.

5.2 The Certification Body during the entire period of validity of the Product Mark may directly carry out or appoint a representative of the execution of the checks deemed necessary according to the methods and frequencies indicated in its operational procedures. The checks ensure that the Technical Document relating to each product is applied and that compliance with the Regulations and the presentation of the folding relating to the products being certified is maintained.

#### 6. PENALTY AND APPEALS

6.1 In the event of misuse of the Product Mark, the Certification Authority may, with immediate effect, suspend or withdraw the certification and the right to use the Product Trademark in accordance with the sanctioning procedures that will be provided Certification Organization on demand.

6.2 You will be able to appeal against the decision of the Certification Body in accordance with the appeal procedures that will be provided, on request, by this.

#### 7. WAIVER

You may opt out or suspend the use of the Product Brand for a certain period of time. It will give written notice to the Certification Body and make the necessary changes in relation to the External Communication of the affected products. Based on this information, the Certification Body will inform you of the terms and conditions for the temporary or definitive non-use of the Product Brand.

#### 8. CONFIDENTIALITY

The Customer will keep confidential all documents received by the Certification Body except the Certificate, this Regulation and related Appendixes 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 governed by a contract between the Certification Organization and the Customer.

#### 10. CHANGES TO LEGISLATION

The Certification Body acts in accordance with existing national, European and international legislation, regulations and technical documents. It therefore draws up its documents in accordance with them and undertakes to keep you informed of the changes. The Customer is therefore obliged to apply all the changes resulting from the above changes related to the correct use of the Product Brand or the conditions to obtain that right.

#### 11. RULE CHANGES

The Certification Organization will notify you in writing about any changes to this Regulation.

#### 12. TECHNICAL DETAILS

- a. The basic colors of the Product Mark are gray (code pantone 424) and orange (cod pantone 021); The Product Mark can also appear on evenly colored backgrounds as long as it remains clearly visible.
- b. When the color is not available, the Mark can be reproduced in grayscale (cod pantone 424) or in the default print color.
- c. The Mark can be enlarged or reduced as long as it remains readable. However, the size of the brand should not be greater than that of the Product Trademark.

#### APPENDIX 1

The SGS Product Certification Mark



## **APPENDIX 2: INFORMATION THAT SHOULD APPEAR IN EXTERNAL COMMUNICATION**

The Product Brand, which from time to time will be customized with the certification scheme guidelines (e.g. Food for Food) must include the following information:

- certificate issue country code (for Italy IT);
- sequential number of the order attributed to the Customer;
- Certificate Engineer Document number;
- key features certified in a box placed next to the Product Mark;

Such descriptive information must be approved in advance by the Certification Body. This will also provide the above data to the Customer along with the logo in jpg and vector format.

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

- a. The full name and address of the certified product manufacturer;
- b. The full name and address of the Certification Organization with the abbreviated address or phone number;
- c. The Certification Mark of the Accreditation Board affixed to the Designated Products only if expressly authorized in writing by the Certification Body, in accordance with the rules established by that Organization, and only on the side of the Product Mark.