CERTIFICATION PROCESS RULES

A. GENERAL INFORMATION

I. INTEGRAL PARTS

THE FOLLOWING REGULATIONS ARE INTEGRAL PARTS OF THE CERTIFICATION PROCESS RULES (HEREINAFTER "CPR"):

- Standard Terms and Conditions for Certification Services
- Code of Practice
- Regulations for Utilisation of the Certification Mark
- Final provisions

II. APPLICABILITY

THE CPR ESSENTIALLY APPLY IN PARTICULAR TO THE FOLLOWING COMPANIES (HEREINAFTER "CERTIFICATION COMPANY/IES"):

- SGS-TÜV Saar GmbH
- SGS Germany GmbH
- SGS INSTITUT FRESENIUS GmbH
- SGS-International Certification Services GmbH

III. DEFINITIONS

1. "Accreditation Body" is the body which recognises the competence of the Certification Company to carry out its activities in conformity with the standard and which monitors the related activities of the Certification Company.
2. "Accreditation Mark" is the Accreditation Body's mark that has been licensed to the Certification Company and that can be sublicensed to the Customer whose management system has passed the Certification process, unless the Accreditation Body does not permit the Accreditation Mark to be used.
3. "Standard Terms and Conditions for Certification Services" (hereinafter „STC Certification Services") are the rules for Certification set out in part B, section I. 1 CPR.
4. "Offer" denotes the services provided by the Certification Company for the Customer.
5. "Use" is the statutory, authorised, time-limited, non-exclusive, restricted and revocable right or permission to use the Certification Mark.
6. "Report" is the report drawn up by the Certification Companyindicating whether the issue of a Certificate has been recommended.
7. "Code of Practice" refers to those procedural rules which are drawn up by a Certification Company in accordance with the relevant Certification programme (part B, section II. CPR).
8. "Customer" is the natural person or legal entity that has placed anorder for Certification services and to whom a Certificate is issued.
9. "Irregular Use" of the Certification Mark is any Use that is in breach of these CPR. This also covers imitation, forgery and dilution of the Certification Mark.
10. "Written Form" is the Written Form agreed between the Certification Company and the Customer for drawing up and transferring documents within the scope of the contractual relations (including for Offers, acceptance, subsidiary agreements, addenda) and is also deemed to be complied with if this is effected by electronic means. Consequently transmission via internet by unencrypted email or other transmission options (e.g. via a customer interface, internet portal) or by fax is sufficient.
11. "Standard" are the specifications which the management system should display, as well as the means to control adherence to these specifications by the management system.
12. "Code of Practice" is a technical document that describes the terms under which the Certificate and the Certification Mark can be issued, renewed, suspended or cancelled.
13. "Regulations for Utilisation of the Certification Mark" are the general terms and conditions for use of licensed Certification Marks by the Certification Company, see part B, section III. CPR.
14. "Utilisation" corresponds to „Use" as defined in part A, section I. 5CPR.
15. "Advertising Media" are the sales tools used by the Customer, such as advertisements, displays, posters, TV ads, sales promotion videos, websites, brochures, promotional items such as pocket diaries, coffee mugs, coasters, door mats, outdoor advertising employed by the Customer, e.g. placards and signs, the Customer's stationery, such as sales and Contract documents, letterheads, business cards, invoices, routing slips, delivery notes, customer vehicles and vehicle markings, window stickers and all other sales tools designed for the Customer's clients.
16. "Certificate" signifies the Certificate issued by the Certification Company for the scope of Certification, including the Certification schedule.
17. "Certifying Body" is the Certification Company or a designated section of the Certification Company that carries out Certification processes and issues the Certificate by agreement with the Customer.
18. "Certification Company" is the company authorised to issue Certificates. All the Certification Companies to which the CPR apply are listed exhaustively in part B, section I. 2 CPR.
19. "Certification Number" is the number cited in each individual Standard.
20. "Certification" is the process by which the Certification Company certifies the Customer's management systems, products, processes or services within the accredited, non-accredited and/or non-regulated sector.

The definitions apply to all integral parts of the CPR.

B. CERTIFICATION TERMS

I. STANDARD TERMS AND CONDITIONS FOR CERTIFICATION SERVICES

1. GENERAL INFORMATION

1.1 Unless otherwise expressly agreed in writing, these STC Certification Services apply to all Offers, services and all contractual relations arising therefrom between the Certification Company and the Customer.

1.2 These STC Certification Services and – where applicable – the Offer accepted by the Customer, the Code of Practice (part B, section II. CPR) as well as the General Regulations for Use of SGS Certification Marks (part B, section III. CPR) represent the entire agreement (hereinafter „Contract") concluded between the Customer and the Certification Company regarding the subject of the Contract. Unless otherwise expressly agreed in writing, all amendments to the Contract must be made in writing to be effective.

1.3 With each order, the Customer automatically accepts the version of the CPR applicable on the date when the order is placed.

1.4 The Customer's general terms and conditions of business are only binding if the Certification Company's written agreement has been obtained in advance.

1.5 When the Customer is issued with a Certificate, the Certification Company renders its services with reasonable care and competence. The Certification Company will provide the Customer with a copy of these CPR as well as of any amendments relating to this document before the Certification Company begins to perform the services.

2. SERVICES

2.1 These STC Certification Services apply to the Certification of product conformity in accordance with international or national regulations and the Certification of products based on recognised, but not statutory, norms, specifications, technical requirements or self-generated test programmes at the time that the Customer places the order with the Certification Company.

2.2 Every time an audit or assessment has been carried out, the Certification Company or one of its agents/ subcontractors draws up a Report and hands this over to the Customer. The recommendations contained in this Report are provided by the Certification Company without obligation. The decision of whether a Certificate is to be issued is left to the sole discretion of the Certifying Body.

2.3 The Customer acknowledges that the Certification Company, by entering into the Contract or rendering services, does not take the place of the Customer or a third party, nor does the Certification Company release the Customer or a third party from any obligations or assume the Customer's obligations towards third parties or the obligations of third parties towards the Customer in any other way.

2.4 Certification as well as the suspension, revocation or cancellation of Certificates are carried out in accordance with the Code of Practice (part B, section II. CPR).

2.5 The Certification Company may assign the services in whole or in part to an agent or subcontractor. The Customer authorizes the Certification Company to disclose to the agent or subcontractor all the information required for performance of the assigned services.

3. CUSTOMER'S OBLIGATIONS

3.1 The Customer must ensure that all the required product samples, access, assistance, information, documents and plant facilities are available to the Certification Company where necessary. This includes support from the Customer's sufficiently qualified, trained and authorised employees. The Customer shall also make all necessary arrangements for the investigation of complaints. Furthermore, the Customer must provide the Certification Company, free of charge, with suitable premises for conducting meetings.

3.2 As far as permitted by law, the Customer affirms that he was not misled into concluding the Contract on the basis of assumptions or guarantees, representations, statements, assurances, undertakings, agreements, promises, payments or pledges of any kind that were not expressly set out in these STC Certification Services. In any case, the Customer relinquishes, unconditionally and irrevocably, all claims, rights or legal remedies that might arise for him in this context.

3.3 The Customer will take all necessary steps to eliminate or rectify obstructions or interruptions to the performance of services by the Certification Company.

3.4 To enable the Certification Company to comply with the applicable health and safety regulations, the Customer will provide the Certification Company with all the available information about known or potential dangers which the employees of the Certification Company might encounter when carrying out the audits or assessments. If the Customer makes the Certification Company aware of the Customer's health and safety regulations in good time, the Certification Company will ensure, when at the Customer's site and as far as is reasonable, that its own employees comply with these regulations.

3.5 When certifying product conformity, the Customer must comply with all provisions of the applicable certification programme at all times, including the implementation of corresponding changes if these are communicated by the certification company.

If the certification applies to ongoing production, the certified product must continue to fulfil the product requirements.

3.6 The Customer shall only make claims regarding the Certification in accordance with the scope of the Certification.

3.7 The Customer may only copy or publish extracts from the Reports of the Certification Company if the Customer has obtained the Certification Company's prior written consent. The Certification Company reserves the right to institute

legal proceedings in the event of publication that is in breach of this provision. The Customer undertakes not to publish details of the rendering, implementation or performance of the Certification Company's services.

3.8 The Customer is required to notify the Certification Company without delay of any changes to operational conditions that could affect the management system, the services, the products, the processes or the nature and scope of the Customer's business activities. Any breach of this duty of notification mayresult in withdrawal of the Certificate. Furthermore, the Customer is required to notify the Certification Company of any discrepancies identified by the Customer, his business partners or the authorities during internal audits.

3.9 The Customer undertakes to permit accompanied audits by Accreditation Bodies or parallel audits by other Certification Companies in so far as the performance of such audits is provided for in the accreditation processes of the Accreditation Body or in the applicable Certification programme.

4. PRICES AND PAYMENT TERMS

4.1 The prices quoted to the Customer contain all the stages to conclusion of the Certification process or the Certification activities, the transmission and release of the Report and regular monitoring by the Certification Company required to maintain Certification. Since the prices are based on the payment rates on the date when the Offer is submitted, the Certification Company reserves the right to make price adjustments. Furthermore, the Certification Company can increase the number of audit or assessment days and fees if the particulars provided by the Customer should change or if it should emerge that the actual conditions prevailing on site do not correspond to the details originally provided by the Customer to the Certification Company, on the basis of which the relevant quotation was submitted. Details are shown in the Offer. The Customer will be informed of any increase in the fees charged.

4.2 Additional fees will be charged for work that goes beyond the Offer or that becomes necessary as a result of identified discrepancies. Such work which is to be charged in addition includes in particular:

a. repeat performance of the entire audit or assessment procedure or the audit or assessment activities or parts thereof due to non-compliance with the applicable Certification programme;
b. additional work incurred by suspension, withdrawal and/or the reinstatement of a Certificate;
c. new evaluations as a result of changes to the management system or to the products, processes or services;
d. meeting demands by the court to provide information or to make documents available in connection with the work carried out by the Certification Company

4.3 Notwithstanding the provision in part B, section I. 4.2 CPR, additional fees will be incurred, in line with payment rates current at the time, for urgent orders, cancellations or changed dates for services or for partial or complete repeat performance of the audit procedure or of work that is required in accordance with the Code of Practice.

4.4 Unless otherwise agreed in writing, in the case of Certificates issued for an unlimited period, the Certification charges will always be invoiced at the start of the initial validity period of a Certificate in accordance with part B, section I. 8.1 CPR.

4.5 Unless otherwise agreed in writing, during subsequent years the annual Certification charges will be invoiced in January of the current calendar year. If a Certificate is issued after 30 September of a calendar year, the annual licence fees for the following year will not be applied. This provision does not apply to Certificates with a specified period of validity.

4.6 Unless otherwise agreed in writing, the prices do not include travel and subsistence costs (for which the Customer is invoiced in accordance with the Certification Company's travel expense guideline). All prices and additional charges are subject to value added tax or other duties imposed in the relevant country.

4.7 The Certification Company will send the Customer an invoice once the Report has been submitted. Invoices for additional or further work are raised on completion of the task in question. Unless prepayment was agreed, all invoices are due and payable within fourteen (14) days of the invoice date (hereinafter „Due Date"). This applies irrespective of whether the customer's system or products were certified or not. A reminder does not have to be issued before the Customer is in default. If the Customer is a business, interest of 9% above the base rate will be charged from the date of default.

4.8 Any Utilisation by the Customer of Reports or Certificates or the information therein is subject to punctual payment of the fees as well as any charges. In addition to the measures envisioned by the Code of Practice, the Certification Company is entitled to interrupt or cease performance of all work and/ or to effect the suspension or withdrawal of Certificates if Customers fail to settle an invoice on time.

4.9 The claims of the Certification Company can be offset or a right of retention exercised only if the Customer's counterclaim is undisputed or has legal force.

4.10 The Certification Company is free to take legal action if claims for payment have not been met.

4.11 The Customer will be required to bear all costs incurred in connection with enforcement of the claim, including reasonable legal fees and similar expenses.

5. RETENTION

5.1 The Certification Company undertakes to keep all materials associated with the Certificationand monitoring process for a particular Certificate for a specified period. The period is three (3) years after expiry of the Certificate. Test samples may be given to the client for safekeeping.

5.2 At the end of the retention period the Certification Company will hand over or dispose of all materials, as it deems fit, unless the Customer has given other instructions. The Customer will be invoiced for the costs incurred in carrying out such instructions.

6. TITLE TO REPORTS AND CERTIFICATES AND INTELLECTUAL PROPERTY

The Certification Company remains the owner and title holder of the copyright with regard to all documents provided by the Certification Company, in particular with regard to every Report or every Certificate. The Customer must not change or misrepresent the contents of these documents in any way whatsoever. The Customer may only make copies for in-house purposes. Duplicates of Certificates for external Utilisation will be made available to the Customer on reques.

7. COMMUNICATION

The Customer may use Certification Marks to advertise his Certification, subject to compliance with the relevant regulations. Use of the trade name or other registered trademarks of the Certification Company for advertising purposes is not permitted without the Certification Company's prior written consent.

8. CONTRACT PERIOD AND TERMINATION

8.1 The initial Contract period is indicated in the Offer. At the end of the initial Contract period, the Contract is automatically renewed for a further Certificate validity period as specified in the Offer, unless one of the parties terminates the Contract in writing with three (3) months' notice to the end of the current Certificate validity period.

8.2 The Certification Company is entitled at any time prior to issue of the Certificate, to terminate the Contract if the Customer is in breach of significant obligations and fails to remedy such a breach of obligations to the Certification Company's satisfaction within thirty (30) days of receiving a relevant warning.

8.3 Unless otherwise agreed in writing, the rights and obligations of the parties defined in part B, sections II. 1, 3 and 4 CPR apply irrespective of the complete performance of services or termination of the Contract.

9. FORCE MAJEURE

In the event that the Certification Company is prevented, in whole or in part, from fulfilling its obligations arising from the Contract for reasons beyond the Certification Company's control, e.g. force majeure, war, terrorist activities or industrial action, failure to obtain approvals, licences or registrations, illness, death or departure of employees or failure of the Customer to fulfill obligations arising from the Contract, the Certification Company is to receive the following from the Customer:

(1) the amount of the costs actually incurred or caused in connection with discontinued performance of the Contract;

(2) a proportion of the agreed payment corresponding to the actual proportion of services carried out (if applicable).

In this context the Certification Company is released from any responsibility for the partial or complete failure to perform the contractual obligations.

10. LIABILITY AND LIMITATION

10.1. The Certification Company undertakes to carry out its work with the requisite care and competence and is only liable under the conditions set out in these CPR.

10.2. Defects in services must be reported to the Certification Company in writing and without delay, and not later than thirty (30) days after the service has been rendered. The Customer is required to grant the Certification Company the time and opportunity required at the Certification Company's reasonable discretion to remedy the defects, e.g. by repeating the audit, otherwise the Certification Company is released from its obligation to remedy the defects. If the defects are not remedied within a reasonable period or if the remedy of defects fails, the Customer may reduce the fee payable accordingly.

10.3. The Reports and Certificates are drawn up on the basis of information and documents provided by the Customer or on the Customer's behalf and are used exclusively for the Customer's benefit. Neither the Certification Company nor its executive staff, employees or subcontractors are responsible to the Customer or third parties for:

(1) any kind of action taken or omitted on the basis of Reports and/or Certificates,

(2) wrongly issued Certificates that are based on unclear, false, incomplete or misleading information communicated by the Customer.

10.4. The Certification Company is not liable for services that were not rendered in full or in part, in so far as this is due directly or indirectly to events that are beyond the Certification Company's control (e.g. in the event of the Customer being in breach of his duty to cooperate as stipulated in part B, section I. 3 CPR).

10.5. Furthermore, the Certification Company is not liable forindirect or consequential damage (including lost profit).

10.6. In the event of criminal intent, gross negligence, claims under product liability law as well as in the event of injury to life, limb or health, the Certification Company is liable in accordance with the statutory requirements. In the event of simple negligence, the Certification Company is only liable if a major contractual obligation has been infringed. In such cases liability is limited to the typical, foreseeable damage up to an amount equivalent to ten times the order value of fees for the specific service rendered in the particular Contract from which such claims have arisen, but not exceeding the sum of 40,000.00 euros p.a. Breach of obligations by the Certification Company's statutory agent or its vicarious agents is on a par with a breach of obligations by the Certification Company.

10.7. The limitation period for claims

for damages is twelve (12) months from the statutory commencement of the limitation period.

10.8. The parties are required to take out suitable insurance policies to cover their respective legal liability.

II. CODE OF PRACTICE

1. INTRODUCTION

This Code of Practice was drawn up in accordance with the requirements of the relevant Accreditation Bodies where the Certification Company is accredited. These rules also apply to Certifications that are not accredited.

2. SCOPE

The Certification Company provides services to Customers. If parts of these services are assigned to subcontractors, the Certification Company will bear full responsibility for the award, maintenance, expansion, restriction, suspension or cancellation of Certifications as well as for ensuring that the appropriate agreements are duly documented. The Certification Company will notify Customers in good time of changes to Certification requirements. The validity of Certificates can be checked on the Certification Company's website.

3. CORPORATE STRUCTURE

A copy of the Certification Company's organisational chart, showing the allocation of responsibilities and competences within the Company, as well as documents confirming the Certification Company's legal form will be made available to the Customer on request.

4. REGISTRATION FOR CERTIFICATION

Once the requisite information has been received, the Customer will be sent an Offer stating the scope and costs of services. As soon as the order and all due payments as well as verified copies of the relevant documents and samples have been received, the order will be assigned to a qualified certifier, who is responsible for performing the services in accordance with the procedural guidelines of the Certification Company.

5. CUSTOMER'S OBLIGATIONS

To obtain and maintain Certification, the Customer must comply with the following procedures and rules:

a. The Customer must provide the Certification Company with all documents, product samples, drawings, specifications and other information which the Certification Company requires to carry out the procedure. The Customer will nominate a person who is authorised to maintain contact with the Certification Company.

b. If the Certification Company finds that not all the Certification requirements have been met, the Company will notify the Customer of the items that have resulted in the application being rejected.

c. If the Customer can show within a period stipulated by the Certification Company that remedial measures have been taken so that all the requirements can be met, the Certification Company will arrange for repeat performance of the necessary parts of the procedure. The additional costs for repeat performance will be charged to the Customer.

d. If the Customer has not taken acceptable remedial measures within the stipulated period, repeat performance of the entire audit procedure by the Certification Company may be necessary. The additional costs for such repeat performance will be charged to the Customer.

e. Determination of conformity only relates to the sites, products, processes or activities listed inthe Certificate or in other appendices to the Certificate.

f. On request, the Customer must permit observers to be present during the assessments, i.e. accreditation inspectors,Accreditation Bodies or agents thereof, standard owners or trainee inspectors.

6. ISSUANCE OF CERTIFICATES

If the Certification Company is satisfied that the Customer meets all the requirements for Certification, it will notify the Customer accordingly and issue the appropriate Certificate. The Certification Company will make the Certificate available in digital form and/or as a hard copy, as agreed with the Customer. In the absence of any such agreement, the Certification Company can choose whether to provide the Certificate in digital form or as a hard copy. The signed Certificate (bearing a physical or electronic signature) is the sole, legally binding document. The Certificate remains the property of the Certification Company. The physically signed Certificate may only be copied or reproduced for third parties if such copies of the Certificate bear the word „Copy". The Certificate remains valid until the end of its validity period, unless a monitoring audit finds that the Customer's management system, products, processes and/or services no longer meet the relevant standards, norms or regulations. The Certification Company reserves the right, in individual cases and at its own discretion, and taking into account the applicable terms and conditions, to make issuing of the Certificate dependent on settlement in full of the Certification Company's claims for fees and other payments in relation to the Certificate in question or to earlier services rendered to the Customer. If, in the opinion of the Certification Company, the Customer has not met all the requirements for Certification and that consequently Certification cannot be granted, the Certification Company will also notify the Customer accordingly.

7. CERTIFICATION MARK

Once a Certificate has been issued, the Certification Company may also allow the Customer to use a specific Certification Mark. The Use of such Marks is dependent on the Customer possessing a valid Certificate for management systems, products, processes and/or services and complying with the requirements stipulated by the Certification Company for Utilisation of the Certification Mark. Any Customer who is authorised to utilise an Accreditation Body Mark must also comply with the relevant regulations of that organisation. Any misuse of the Certification Mark or of the Accreditation Mark constitutes non-compliance with the Certification regulations and may result in suspension of Certification.

8. MONITORING

Regular monitoring audits are performed in connection with the management system, the documentation, the manufacturing and sales processes as well as the products. These measures are left exclusively to the discretion of the Certification Company and are dependent on the nature of Certification services that have been rendered. The Customer will allow the assigned auditor access to all sites or products for monitoring purposes, whenever necessary. The Certification Company also reserves the right to carry out unannounced visits when required.

The Customer is required to keep a list of all customer complaints and safetyrelated incidents reported by supervisory authorities or consumers regarding aspects covered by the Certificate. He will keep documentation of complaints and will make this available to the Certification Company on request. The client shall take and document appropriate action in relation to such complaints and any defects discovered in the products that affect compliance with the certification requirements.

The Customer will be informed of the findings of every monitoring visit.

9. RECERTIFICATION

In cases where Certificates are issued for a limited time, renewal of a Certificate at the end of the certified validity period requires a new application to be made in accordance with the provisions of these CPR. The upcoming need for recertification will normally be pointed out to the Customer at the last visit prior to recertification, i.e. the last monitoring visit within the relevant Certification period. However, the Customer bears full responsibility for applying for recertification in good time.

10. EXTENSION OF THE SCOPE OF CERTIFICATION

The Customer is required to complete a new form if the scope of a Certificate is to be extended to cover additional sites or products. The application procedure specified in the provisions of these CPR applies; an audit is carried out for areas/ products not previously certified. The costs for expanding the scope of Certification are dependent on the nature and extent of the services provided. If the audit procedure has been completed successfully, an updated Certificate will be issued, showing the expanded scope of Certification.

11. SYSTEM/PRODUCT CHANGES

The Customer will notify the Certification Company in writing of all intended changes to the management system, the products or the manufacturing processes that could result in deviation from standards, norms or regulations. Certification Company will then decide whether the planned changes require additional audits to be carried out. Failure of the Customer to notify the Certification Company of planned changes may result in suspension of the Certificate.

12. CUSTOMER ADVERTISING

If the applicable regulations regarding the Certification Mark(s) are complied with, the Customer is permitted publicly to display Certification of the relevant management system or product as well as to display the relevant Certification on letterheads and in advertising materials in connection with the relevant scope of Certification. The customer shall not use the product certification in a way that could bring the Certification Company into disrepute. In all cases the Customer must ensure that his own publications and advertising materials do not lead to ambiguities or that third parties are not misled in other ways with regard to certified and non-certified systems, products or sites.

13. MISUSE OF CERTIFICATES AND CERTIFICATION MARKS

The Certification Company is entitled, at the Customer's expense, to take suitable measures against false or misleading reference to Certification or against misuse of Certificates or Certification Marks. These measures include suspension or withdrawal of Certificates, legal steps and/or publicising the improper Utilisation.

14. SUSPENSION OF A CERTIFICATE

The Certification Company may suspend a Certificate for a specific period, especially in the following instances:

a. if a request to implement remedial measures has not been met satisfactorily within the stipulated period;

b. if the Customer fails to rectify a case of misuse as set out in part B, section II. 13 CPR by means of suitable retractions or other suitable remedial measures;

c. in the event of non-compliance with the Offer, the Certification order and/or the provisions of these CPR;

d. if products and/or services are marketed in an unsatisfactory or non-compliant condition;

e. if inspections are not carried out within the stipulated period.

While a Customer's Certificate has been suspended, the Customer is not permitted to describe himself as certified, to use promotional materials referring to the Certification or the Certification Mark on products that were covered by the scope of the Certificate.

The Certification Company will notify the Customer in writing of the suspension of Certificates. At the same time the Certification Company will stipulate the conditions under which suspension of the Certificate can be lifted. At the end of the suspension period compliance with the stipulated conditions for lifting the Certificate's suspension will be checked. If the conditions have been met, the suspension will be lifted and the Customer will be informed of the reinstatement of his Certificate. If the conditions are not met, the Certificate will be withdrawn.

All costs incurred by the Certification Company in connection with the suspension and reinstatement of Certificates will be charged to the Customer.

15. WITHDRAWAL OF CERTIFICATES

A certificate may be withdrawn if:

a. in the event of a suspension, the Customer takes only inadequate remedial measures,

b. in the case of product Certification, the products do not conform to the standards, norms or regulations or are no longer being offered, or

c. the Contract with the Customeris terminated by the Certification Company.

In all these cases the Certification Company is entitled to withdraw the Certificate, notifying the Customer of this in writing.

The Customer may appeal against withdrawal of the Certificate in accordance with part B, section II. 18 CPR.

If its certificate is withdrawn, the Customer is prohibited from referring to itself as certified, using advertising materials with reference to the certification or certification marks on products that were part of the scope of the certificate.

If a Certificate is withdrawn, the costs of the audit procedure will not be refunded. Furthermore, withdrawal of the Certificate will be publicised by the Certification Company and, if applicable, the relevant Accreditation Body will be informed.

16. CANCELLATION OF A CERTIFICATE

A certificate is cancelled if

a. the Customer informs the Certification Company in writing that he does not wish the Certificate to be renewed or that he is ceasing to trade;

b. the Customer no longer offers the products or

c. the Customer has not applied for renewal of the Certificate in good time.

Upon cancellation of his certificate, the Customer is prohibited from referring to himself as certified, using advertising materials with reference to the Certification or Certification marks on products that were part of the scope of the certificate.

If a Certificate is cancelled, the costs of the procedure will not be refunded.

17. RECOGNITION OF ACCREDITED ORGANISATIONS

The Certification Company, at its own discretion, normally recognises the certificates issued by other accredited organisations, provided that the integrity of the Certification procedure is unaffected.

18. APPEALS

The Customer has the right to appeal against any decision taken by the Certification Company.

The appeal must be made in writing and received by the Certification Company within seven (7) days of notification being received.

The Customer is then sent a form that he should complete and return to the Certification Company within fourteen (14) days of receipt. The relevant facts and documents that are to be considered during the appeal procedure are to be attached to this form in evidence.

All appeals are forwarded to the Certification Company and submitted to an impartiality committee.

The Certification Company must state the reasons for its decision. Every decision taken by the Certification Company stands until the appeal procedure has been completed.

Except in the accredited sphere, the decision of the impartiality committee is final and binding both on the Customer and the Certification Company. As soon as the appeal has been decided, no further applications by the parties to the dispute for additions or amendments to the decision will be allowed.

If the appeal was successful, no claims for reimbursement of costs or other losses can be brought against the Certification Company.

19. COMPLAINTS

If a Customer has cause for complaint against the Certification Company, this complaint must be addressed without delay and in writing to the head of the Certifying Body. If the complaint is against the head of Certification in person, the complaint must be addressed to the managing director of the Certification Company.

Receipt of the complaint will be confirmed in writing. The complaint will then be investigated independently by the Certification Company and the file closed when the investigation has been brought to a satisfactory conclusion. Once the investigation has been concluded, the complainant will be informed accordingly.

III. REGULATIONS FOR UTILISATION OF THE CERTIFICATION MARK

1. INTRODUCTION

1.1 The following regulations cover Use of the SGS System Certification Mark belonging to SGS Société Générale de Surveillance SA, Zugerstrasse 57, 6340 Baar, Switzerland, and Use of the Certification Mark belonging to SGS-TÜV Saar GmbH. Unless otherwise stipulated below, the following regulations also apply to SGS-TÜV Saar GmbH.

1.2 **Appendix 1** shows an example of an SGS System Certification Mark, while **Appendix 2** shows an example of an SGS-TÜV Saar GmbH Certification Mark.

1.3 SGS Société Générale de Surveillance SA owns all rights to the SGS System Certification Mark (the „Certification Mark") shown in **Appendix 1**, which has been sublicensed to the Certification Company for the purposes described in this document.

The Certification Mark in **Appendix 1** is an example and should never be used by the Customer in this form.
The Certification Company will provide the Customer with the correct logo to be used.

The Customer is granted a non-exclusive right to utilise this during the validity period of Certification.

SGS SA reserves the right to replace the Certification Mark shown in **Appendix 1** or the Certification Mark specifically awarded, as applicable, with a different Certification Mark at any time. The Customer will be notified accordingly.
After the initial term of the Contract has expired, Utilisation of the Certification Mark may be extended for the same period in each case. Utilisation is strictly subject to the Customer having been granted Certification. Part B, section III. 1.3 CPR does not apply to the Certification Marks of SGS-TÜV Saar GmbH as shown in **Appendix 2.**

2. UTILISATION OF THE CERTIFICATION MARK

2.1 The Customer

a. must only use the Certification Mark in the way described in this document and in the Certificate;

b. must only use the Certification Mark within the scope of Certification;

c. must, if required, only use the Certification Mark in his Advertising Media in a way that precludes any confusion with non-certified products, services, processes and management systems;

d. must not apply the Certification Mark to his products and their primary packaging, so as to avoid confusion with product Certification. However, he may use the Certification Mark on larger boxes or outer packaging, where it may be reasonable to assume that these will not reach end customers; but this is only permissible in conjunction with a declaration that the product comes from a manufacturing plant, the management system of which has been certified;

e. may, if required, use the Certification Mark on stationery such as sales and Contract documents, letterheads, business cards, invoices, routing slips, delivery notes, in advertising as in newspaper adverts, in displays, in television advertising spots, in sales promotion videos, on websites, in brochures, on outdoor advertising, e.g. on placards and signs, on markings, vehicles, larger boxes or outer packaging that does not reach the end customer, on window stickers, promotional items such as pocket diaries, mugs, coasters and door mats;

f. may, if required, use the Certification Mark without the Accreditation Mark when utilised on markings, vehicles, larger boxes or outer packaging that does not reach the end customer, as well as on promotional items such as pocket diaries, mugs, coasters and doormats;

g. must, if required and if the Accreditation Body allows the Customer to use itsAccreditation Mark, only use the Accreditation Mark in conjunction with the Certification Mark – as exemplified by the collective Certification Mark – on stationery as well as on sales and Contract documents, on letterheads, business cards, invoices, routing slips, delivery notes, in advertising e.g. in newspaper adverts, in displays, posters, in television advertising spots, in sales promotion videos, on websites, in brochures, on outdoor advertising as well as on placards and signs;

h. must not use the Certification Mark on test reports or on certificates of conformity, nor on calibration certificates or certificates of analysis;

i. may, if required, use the Certification Mark on hiswebsite, but only if it is set up as a hypertext link from his website to the website of SGS www.sgs. com/certifiedclients or SGS-TÜV Saar GmbH www.sgs-tuev-saar. com;

j. must not imitate the Mark either during the Certificate's period of validity, nor for subsequent registration, nor attempt its registration. The Customer further confirms that he will not claim that the Certification Mark is his intellectual property and that he will not contest the right of the Certification Company to permit its legal successors or agents to use the Certification Mark as provided for in this document;

k. will no longer, after suspension, withdrawal or forfeiture of the Certificate, use the Certification Mark and will then cease any reference to the Certification Mark, and thereafter not use any copy or imitation of the Certification Mark;

l. must, in the event of a takeover or merger, obtain written permission from the Certification Company associated with the Certification Mark for the right to use the Mark.

m. The above provisions of part B, section III. 2.1 items (d), (f) and (g) CPR do not apply to the Certification Marks issued by SGS-TÜV Saar GmbH.

2.2 The Customer accepts that Utilisation of the Certification Mark does not release him from his statutory liability with regard to providing his services and the performance, design, manufacture, distribution, sale or marketing of his products.

3. CUSTOMER INSPECTIONS

Throughout the Certification Mark's period of validity, the Certification Company can carry out all checks it deems necessary or instruct a representative to carry out those checks, using the methods specified in the standards. These inspections ensure that the standard applicable to every management system continues to be applied and that these regulations and Codes of Practice continue to be complied with.

4. SANCTIONS AND APPEAL

If the Certification Mark is used in ways that are in breach of the regulations, the Certification Company can immediately suspend or withdraw Certification and the right to use the Certification Mark in accordance with the sanctioning procedure envisaged by the Certification Company in accordance with the provisions of these CPR. The Customer may appeal against the Certification Company's decision in accordance with the appeal procedure provided for by these CPR.

5. RENUNCIATION

The Customer may dispense with or suspend Utilisation of the Certification Mark for a specified period. He must notify the Certification Company of this in writing and effect all the necessary changes with regard to his Advertising Media. On the basis of this notification, the Certification Company will informthe Customer of the conditions for temporarily or finally ceasing Utilisation of the Certification Mark.

6. FINANCIAL CONDITIONS

The Contract between the Certification Company and the Customer contains the financial conditions for consent to use the Certification Mark.

7. CHANGES IN LAW

The certification company complies with all applicable national and international laws, regulations and standards concerning the right to use the certification mark or the conditions for obtaining this right. The Certification Company shall notify the Customer of any corresponding changes. The customer is obliged to make all modifications resulting from these changes.

8. CHANGES TO THE REGULATIONS FOR THE UTILISATION OF THE MARK

The Certification Company reserves the right to amend these regulations at any time. The Certification Company will notify the Customer of any amendments.

9. TECHNICAL INFORMATION

9.1 The SGS System Certification Mark in **Appendix 1** and the SGS-TÜV Saar GmbH Certification Mark in **Appendix 2** are examples. The Certification Company will provide the Customer with the correct logo to be used.

9.2 On documents printed in multiple colours the Certification Mark used, in accordance with **Appendix 1**, should preferably be the one in grey (Pantone code 424) and orange (Pantone code 021). Certification Marks in accordance with **Appendix 2** are used in blue. However, the Customer can also use the Certification Mark in grey (saturation 65% black, screened).

9.3 For documents printed in only one colour, the Customer can use the Certification Mark either in grey- and orange or blue or only in the colour in which the document is printed (saturation 65% print colour, screened).

9.4 On documents printed in multiple or single colours, the Certification Mark may also be displayed against a coloured background, provided that it remains clearly visible.

9.5 The Customer may generate a transparent version of the Certification Mark for web use.

9.6 The Certification Mark may also be scaled up or down, provided that the text remains legible.

9.7 If used in conjunction with the Certification Mark, theAccreditation Mark must not be larger than the Certification Mark.

IV. FINAL PROVISIONS

1. CONFIDENTIALITY

1.1 The Certification Company treats information obtained in the course of its work as confidential.

1.2 Within the scope of these CPR, „Confidential Information" covers all verbal or written information that the Customer and the Certification Company acquire on the basis of the Contract from the other party, or the commercial or industrial secrets of the other party in each case.

1.3 However, information is notdeemed to be Confidential Information

a. if it is or becomes public knowledge;

b. if the information was available to the receiving party as non-confidential information prior to disclosure;

c. if the information is disclosed to one of the parties by an independent third party who is authorised to make such a disclosure.

1.4 The parties as well as their agents or subcontractors may only use the Confidential Information within the scope of the Contract.

1.5 Unless the Certification Company agrees to a different regulation, the Customer must treat all documents received from the Certification Company as confidential; excluded from this are the Certificate, this CPR document and its appendices.

1.6 The Customer's name, address and other contact details as well as the scope of Certification can be entered in relevant directories. The Certification Company keeps its own directory of certified Customers, which can be viewed by the public on the Certification Company's website.

1.7 The disclosure of Confidential Information by one party to third parties is only permissible with the prior written consent of the other party in question, except as expressly provided in these CPR.

1.8 This provision does not apply to disclosures that are required by law or demanded by courts or government authorities, in the Accreditation procedures of the Accreditation Bodies or in the applicable Certification program.

2. TAX CLAUSE FOR INTERNATIONAL SERVICES

2.1 This clause only applies if either the Customer or the Certification Company's subcontractor is based outside Germany.

2.2 All prices and costs for services rendered by the Certification Company or an affiliated enterprise within the meaning of sections 15 ff. AktG (German Stock Corporation Act) or by a subcontractor do not include any taxes, i.e. value added taxes or equivalent levies, especially import duties, stamp duties, accessory charges or taxes deducted at source. Nor do they include any associated liabilities (hereinafter as a whole referred to as „Taxes"), for which the Customer is assessed under the relevant national law.

2.3 Any payments made by the Customer must be rendered free from and without retention or deduction of any Taxes. This does not apply if such retention or deduction is demanded in accordance with the law of the land or applicable double taxation agreements. The Customer is required, without delay, to provide evidence of such payment as well as copies of all documents that are submitted for every such payment.

2.4 The parties will do their utmost to obtain a refund for the deducted amount or repayment of the relevant tax. They will support one another with regard to their obligations in this respect. Refunded Taxes will be reimbursed in accordance with the amounts to which a party is entitled.

3. MISCELLANEOUS

3.1 In the event that one or more provisions of these CPR are found to be ineffective or unenforceable, the effectiveness or enforceability of the remaining provisions will not be affected or eroded.

3.2 With the exception of the express provisions of these CPR, the Customer is forbidden from transferring rights arising from these CPR without the Certification Company's prior written consent.

3.3 The parties are forbidden from transferring the Contract without the prior written consent of the other party in each case. Such consent may only be withheld for a serious reason. Transfers do not release the transferring party from the liabilities or obligations arising from the Contract.

3.4 All communications between the parties in accordance with these CPR must be effected in writing as defined by section I. 3.10 CPR.

3.5 The parties agree that the Certification Company renders its services to the Customer as an independent enterprise. The Contract does not lead to any affiliation, representation, employment or fiduciary relationship under company law between the Certification Company and the Customer.

3.6 If the Certification Company should fail to demand that the Customer comply with his obligations arising from these CPR or the Contract, this does not constitute waiver of the right to enforce claims for fulfillment of this or all other obligations under these CPR.

3.7 The Certification Company may cite its cooperation with the Customer as a reference. The Customer may object to being named within four (4) weeks of the contractual agreement with the Certification Company being concluded.

3.8 In the event of discrepancies between the Offer and these CPR, the Offer will prevail. In the event of discrepancies between the individual elements of the CPR (cf. part A, section I. CPR), the STC Certification Services will prevail.

4. DISPUTES AND CHOICE OF LAW

Unless otherwise agreed, all disputes arising from or in connection with these CPR or the Contract are governed exclusively by the application and interpretation of the law of the Federal Republic of Germany, excluding the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes is Hamburg.

APPENDIX 1

SGS System Certification Marks

APPENDIX 2

SGS-TÜV Saar GmbH Certification Mark