

# Regulations governing the use of the process certification mark

## 1. INTRODUCTION

1.1 SGS Société Générale de Surveillance SA ("SGS") is the owner of the trademark, including goodwill, shown in Appendix 1 ("Certification Mark").

1.2 The Client wishes to use the Certification Mark in accordance with the terms set out in these regulations, including its appendices ("Regulations") to show its Processes have been certified by the Certification Body.

1.3 SGS grants the Client the non-exclusive, limited and revocable right to use the Certification Mark in relation to Process Certification however, only as specifically instructed and in accordance with the terms set out in these Regulations. For the avoidance of doubt, it is expressly stated that this right to use the Certification Mark does not extend to any of the Client's affiliates unless otherwise specified in the Proposal.

1.4 The Certification Mark as shown in Appendix 1 must never be used by the Client. The Certification Body will provide the Client with the correct design and additional text for the correct use of the Certification Mark which may vary depending on the applicable Standard of the Certification.

1.5 SGS reserves the right to replace the Certification Mark as shown in Appendix 1 with another mark at any time.

## 2. DEFINITIONS

In these Regulations:

- a. "Accreditation Body" means the organization or legal entity that has accredited the Certification Body for certifying Processes established by third parties.
- b. "Accreditation Mark" means the Accreditation Body's mark licensed to the Certification Body and that can be sub-licensed to the Client under certain circumstances when the Client's Processes have been successfully certified by the Certification Body. Where such right to use is granted it shall be only used as provided by the Certification Body together with the Certification Mark. Under no circumstances does the Client have the right to use the Accreditation Mark independently on its own.
- c. "Certificate" means the certificate of conformity as well as the assessment schedule issued by the Certification Body specifying the scope of Certification which the Client's Process(es) are certified.
- d. "Certification" means third-party attestation provided by the Certification Body related to an object of conformity assessment (here a Process or various Processes).
- e. "Certification Body" means such entity of the SGS group certifying a Process or several Processes of the Client and issuing the Certificate to Client.
- f. "Client" means the company to whom a Certificate is issued by the Certification Body.
- g. "Communication Media" means the 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;
  - outdoor advertisements such as billboards and signs;
  - stationery such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips;
  - vehicles, flags and window stickers and any other communication media intended for Client's customers.
- h. "Improper Use" of the Certification Mark means any use which does not comply with these Regulations.
- i. "Code of Practice" means a technical document describing the conditions under which the Certification may be delivered, renewed, expanded, reduced, suspended, restored or cancelled.
- j. "SGS Customer Portal" means a web-based self-service tool to manage the Client's Certification. The Client can access the [SGS Customer Portal](#).
- k. "Standard" means the specifications and requirements of performance that a certain Process should present as well as the means of controlling the compliance of such Process to these specifications and requirements of performance.
- l. "Process" or "Processes" mean a certain set of interrelated or interacting activities within Client's organization which transforms inputs into outputs.

## 3. USE OF THE MARK

3.1 The Client agrees and covenant to:

- a. use the Certification Mark only
  - in the manner described herein and in the Certificate,
  - in relation to activities within the scope of the Certificate, and
  - on its Communication Media in such a way to (i) avoid creating confusion between matters referred to in the scope of certification and other matters, and (ii) in no way to imply coverage of any activities outside the scope of the Certificate.
- b. not use the Certification Mark
  - as shown in Appendix 1,
  - on test reports or certificates of compliance such as calibration certificates or certificates of analysis, or
  - on its products or their packaging in order to avoid confusion with product certification.
- c. provided that the Certification Mark is obtained by the Client through the SGS Customer Portal, use the Certification Mark with additional text provided by the Certification Body:
  - (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.

- alone (without the Accreditation Mark) on all other applications such as on flags, on vehicles, on promotional material accompanying the product, on window stickers, billboard advertisements, on promotional goods such as pocket diaries, coffee mugs, coasters, doormats or any other application.
  - on its web site, further provided that the Certification Mark is accompanied by a link to certified clients directory (<https://www.sgs.com/en/certified-clients-and-products#590>) to enable separate verification.
- d. not register or attempt to register the Certification Mark or any imitation thereof as a trademark, make or assert any claim of ownership to the Certification Mark nor dispute SGS's ownership of the Certification Mark, its successors or assigns, nor authorize the use of the Certification Mark to any third party. Nevertheless, if the Client has registered or registers such logo or trademark, Client shall immediately upon request from SGS transfer the rights to the registration to SGS at no cost for SGS.
- e. not use any imitation of the Certification Mark or other mark to give the impression that Client's products or processes have been tested, inspected or certified by SGS, unless prior written specific approval has been obtained from SGS.
- f. upon the suspension, withdrawal or cancellation of the Certificate, forthwith discontinue
- the use of the Certification Mark,
  - to make any reference thereto, and
  - to use any copy or imitation thereof.
- g. in case of take-over or merger of the Client, request written permission from the Certification Body which is mandatory prior to transfer the right to use the Certification Mark to any other legal entity.
- h. utilize to the benefit of SGS all use of or goodwill associated with the Certification Mark.

3.2 The Client further agrees and covenants that any use of the Certification Mark other than as specifically set out in these Regulations, including compliance with all Appendices, shall be understood as infringement in SGS's intellectual property rights to the Certification Mark.

3.3 The Client only has the right to use the Certification Mark while Client's Processes remain certified against the Standard which the Client is certified against by the Certification Body.

3.4 The use of the Certification Mark does not exonerate the Client from any liability imposed by law regarding its obligations in relation to the manufacturing, shipment, sale or distribution of its products or the performance of its services vis-à-vis its customers. Such liability remains the full responsibility of the Client.

#### **4. MONITORING THE CLIENT'S CERTIFICATION**

During the entire period of validity of the Certification the Certification Body may periodically perform or entrust a representative to perform all checks deemed necessary to ensure that the Certification requirements inherent to each Process are maintained by the Client using the methods and frequencies indicated in the applicable Standard. These checks also ensure that compliance to these Regulations and to the Code of Practice is maintained.

#### **5. PENALTIES AND APPEALS**

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 Certification Body's procedures which will be provided to the Client upon request. The Client may lodge an appeal against the Certification Body's decision in accordance with the Certification Body's appeal procedures which will be provided to the Client upon request.

#### **6. RENUNCIATION**

The Client has the right to withdraw or suspend the right to use the Certification Mark for a certain period of time. In such case the Client will notify the Certification Body in writing and make all required changes to ensure that the Certification Mark is no longer used on the Client's Communication Media. Based on the notification received from The Client the Certification Body shall inform the Client about the actions required to be taken by the Client for temporary or definitive non-use of the Certification Mark.

#### **7. FINANCIAL CONDITIONS**

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

#### **8. CONFIDENTIALITY**

Unless otherwise instructed by the Certification Body, the Client shall keep confidential all documents received from the Certification Body with the exception of the Certificate, Audit report, Code of Practice, and these Regulations.

#### **9. CHANGES TO THE LEGISLATION**

The Certification Body shall comply with all applicable national and international laws, regulations and standards in force concerning the Client's right to use the Certification Mark. It will give the Client notification of any changes thereto provided those changes have a concrete impact on the Client's right to use of the Certification Mark. The Client is obligated to comply with all notified modifications.

#### **10. CHANGES TO THE REGULATIONS GOVERNING THE USE OF THE CERTIFICATION 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 to which the Client is obligated to comply.

#### **11. DISCLAIMER**

11.1 The Certification Mark is provided "as is". SGS disclaims all warranties, express or implied or statutory, including without limitation the implied warranties of title, merchantability or fitness for a particular purpose and non-infringement.

11.2 SGS and the Certification Body disclaim all consequential, incidental or special damages or loss of profits arising out of or in connection with these Regulations or the Certification Mark (however arising, including negligence).

11.3 SGS shall have no responsibility or liability for any products or services to which Client applies the Certification Mark nor for the information or content contained in Communication Media and exercised no editorial or other control over Client's Communication Media.

#### **12. INDEMNIFICATION**

12.1 The Client shall indemnify, defend, and hold harmless SGS and its directors, officers, agents and employees, affiliates and subsidiaries from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims"), to the extent that any such Claim is based upon breach of any of the Client's obligations under these Regulations or any applicable law or arises out of the Client's negligence or willful misconduct or results from any third party's use of the Client's Communication Media or the SGS Customer Portal.

12.2 SGS reserves the right, at its own expense, to participate in the defense of any matter otherwise subject to indemnification by the Client.

#### APPENDIX 1 – CERTIFICATION MARK



#### APPENDIX 2 – TRADEMARK USAGE GUIDELINES

1. The following guidelines outlined in this Appendix 2 provide the basic information on using the Certification Mark correctly.

2. In order to maintain the integrity and the public recognition of the Certification Mark, it must always be used as provided electronically by SGS. The configuration or proportion of any artwork shall not be changed.

3. 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).

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

5. 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.

6. For web use, the Client may create and use a transparent version of the Certification Mark by removing the white background from the .eps file provided.

7. The Certification Mark can be enlarged as well as reduced as long as the text remains legible and crisp.

8. The Accreditation Mark may only be used as provided by Certification Body in combination with the Certification Mark and shall not be changed, amended or distorted in any way.

The logo features the letters 'SGS' in a large, bold, grey sans-serif font. A horizontal line is positioned below the letters, and a vertical line is positioned to the right of the letters, meeting at the bottom right corner.

**When you need to be sure**