

Terms and Conditions for the SGS Green Marks Product Certification and Verification

1. General

1.1. SGS green marks are a voluntary environmental product certification and verification system of SGS (the “Applicable Schemes”) enabling manufacturers, importers, distributors, and sellers of a Product to show that the environmental claim identified in the SGS green marks and placed on such Product is verified and certified by SGS.

1.2. The SGS green marks system has several separate certification and verification schemes related to various environmental claims. In these Terms and Conditions, SGS green marks certification and verification refers to all separate schemes of the SGS green marks system. In each of the certification and verification schemes in the SGS green marks system, the requirements for issuing a certification or verification statement are defined.

1.3. SGS’s standard Terms and Conditions for Certification Services and the SGS Code of Practice form an integral part of these Terms and Conditions (the “Terms”).

1.4. The SGS green marks certificate or verification statements will be granted to clients for materials, products, packaging, etc. (the “Product”) that were tested and that fulfill the requirements of the relevant Applicable Scheme with regards to an environmental claim.

1.5. SGS grants a SGS green mark certificate or verification statement for the Product to a client on the basis of client’s request. The issuance of such an SGS green mark certificate or verification statement can be based on SGS’s or another competent laboratory’s test results (to the extent the certification is established via testing). A client to whom an SGS green mark certificate or verification statement was issued or to whom it was later transferred as per the terms below is known as the holder of such SGS green mark certificate or verification statement (the “Holder”).

1.6. An SGS green marks certificate or verification statement is valid for maximum 5 (five) years under the condition that the Holder continues to adhere to these Terms and its Products fulfill the requirements of the Applicable Schemes. The Holder agrees that in case (i) the Applicable Schemes (which were the basis for issuance of the certificate or the verification statement) have been changed or updated, or (ii) the Product no longer fulfills the requirements of the Applicable Schemes (in such case the Holder will immediately inform SGS in writing), SGS has the right to change the certificate or the verification statement as following: (i) the validity period can be shortened, (ii) the scope can be limited (e.g. product range) or (iii) certain claims can be removed. The Holder is only entitled to use the SGS green mark for those Products for which the Holder has a valid SGS green mark certificate or verification statement.

1.7. The Holder will, upon the suspension, withdrawal or cancellation of the certificate or verification statement, forthwith discontinue the use of the SGS green mark on the Products and its Communication Media and will not thereafter use, register or attempt to register any copy or imitation thereof.

1.8 SGS reserves the right to charge the Holder an annual license fee for the use of the SGS green mark. In addition to an annual fee, in order to maintain an SGS green mark the Holder must provide all required product samples, documentation and/or facility access, etc. for the performance of surveillance activities (e.g. testing, assessments or audits, etc.) as well as compensate SGS for these surveillance activities. Surveillance, as well as certification or verification administrative activities enable SGS to ensure the product meets the attributes outlined in the specific SGS green mark originally issued to the Holder and the proper registration of the mark within SGS’s systems.

1.9 The Holder will not during the period of validity of the certificate or verification statement or thereafter, register or attempt to register the SGS green mark or any imitation thereof, make or assert any claim of ownership to the SGS green mark, dispute the right of SGS, its successors or assignees, to authorize the use of the SGS green mark as provided herein.

2. SGS green marks

The SGS green marks are a registered trademark of SGS Société Générale de Surveillance SA as shown below and is recognized and renowned for its impartial certification and verification of environmental aspects of the Product. The SGS green marks can only be used on Products having a valid SGS green mark certificate or SGS green mark verification statement issued by SGS.

The SGS green mark(s) issued for the certified or verified Product can be used (i) on the packaging of certified or verified Products, (ii) in user's and installation manuals, (iii) in product lists and (iv) in promotion instruments or materials, e.g. online stores, social media, stores, newspaper ads and radio and television advertising, all in connection with the certified or verified Product.

When used on the Holder's website, the SGS green marks shall be used as a hypertext link from its website to the following URL address of SGS Société Générale de Surveillance SA's website <http://www.sgs.com/> and the Holder shall sign a Link and Product Certification Mark Use Agreement that will be provided by SGS.

The Holder will not use the SGS green mark or any SGS certification mark on test reports or certificates of compliance such as calibration certificates or certificates of analysis.

Example SGS green marks certificate statement



Example SGS green marks certificate statement



Square version



The shape and dimensions of the SGS green marks are as shown above. If a color version is used, colors are the following: SGS Green and SGS Charcoal as shown below. Alternatively, a black and white version can be used. The SGS green marks must always be used together with the information of certified/verified environmental aspects and a QR code.

	<p>SGS Green PMS: Pantone 2256C CMYK: 62, 0, 71, 0 RGB: 87, 199, 133 HEX: #57C785</p>
	<p>SGS Charcoal PMS: Pantone 7545C CMYK: 74, 50, 31, 36 RGB: 60, 81, 91 HEX: #3C515B</p>

3. SGS's register of Products certified and verified under the Applicable Scheme

SGS will keep a register of certified and verified Products which contains details such as the designation, manufacturer, type marking, certification/verification number, relevant data and other identification details of the Product and the name of the Holder.

The register is available for the public and can be browsed on SGS website

<http://www.sgs.com/en/certified-clients-and-products>.

The register can also be accessed by anyone by using the QR code shown in the SGS green marks.

4. Monitoring of the manufacturing process of Products under the Applicable Scheme for which the SGS Mark is used

The validity of the SGS green mark certificate and verification statement and the right of the Holder to use the SGS green mark, requires that the Holder ensures that the manufacturer of the Product continuously monitors that all Products entering into the market utilizing the SGS green mark are identical with Product that was certified or verified. The Holder is responsible for informing SGS immediately of any change in the Product(s) or in case the Holder becomes aware of any improper use of the SGS green mark.

SGS will carry out regular routine testing with regard to the production and quality management system of the Product in the place where it has been manufactured¹. The Holder will ensure that all manufacturers of the Product² and any of its subordinates and suppliers are obliged on their part to fulfill all requirements of the Applicable Schemes, SGS General Conditions for Certification and the SGS Codes of Practice.

The Holder will ensure that the manufacturer is obliged to maintain and use the same chemical formulation, material, production process and other means needed to ensure that the Product continues to fulfil the requirements for the certified or verified Products.

¹ Place of manufacture denotes an independent factory having responsible management.

² Manufacturer is considered to be the holder of the name or the trademark. Several places of manufacture can be subordinated to the Manufacturer.

Furthermore, the Holder will ensure that the manufacturer is obliged to submit samples for production tests carried out by SGS according to instructions sent to the manufacturer from time to time.

The Holder must give SGS written notification of all changes in its operating conditions as well as all changes in its legal status.

5. Supervision of SGS green marks, certificates and verification statements

SGS is responsible for (i) monitoring (a) the use of the SGS green marks by the Holders and (b) at its own discretion the unlicensed use of the SGS green marks in the market and (ii) undertaking - at its own discretion - the necessary actions to police (a) the improper or (b) the unlicensed use of the SGS green marks.

Appeal procedure: In case of improper use of the SGS green mark, SGS may forthwith suspend or withdraw the certification or verification and the right to use the SGS green mark in accordance with the sanctions procedures that will be provided by SGS upon request. The Holder may appeal SGS's decision in accordance with the appeal procedures that will be provided by SGS upon request.

6. Transfer of SGS green mark certificate or verification statement

SGS can transfer the certificate or verification statement to another company on the basis of a written consent given by the Holder to SGS. Upon receipt of consent from the original Holder, the company named will become the new Holder and shall in all respects fulfill the terms and these Terms. SGS will issue a new SGS green mark certificate or verification statement in the name of the new Holder. In case of take-over, merger or transfer of activities related to the certified or verified Products, written permission from SGS is mandatory in order to transfer the right to use the SGS green mark.

7. Product marketing claims and regulatory compliance for SGS green marks certified or verified Products

SGS green marks only attest that the certified or verified Product has a specific environmental Attribute(s) based on SGS's testing or assessment results. For the purposes of these Terms, Attribute(s) means any and all claims, credits, benefits, emissions reductions, offsets, material properties and

allowances, howsoever entitled, resulting from the avoidance or presence of specific materials or substances within the product, or avoidance of the emission of any gas, chemical or other substance to the air, soil or water. Achieving one or more SGS green mark certifications or verifications for a Product does not attest to the Product as being “green”, “sustainable”, or as achieving any level of general positive environmental performance. As such, the Holder of an SGS green mark(s) shall not label its product or communicate in any way that its SGS green mark(s) support any type of general positive environmental performance claim or claim outside of the one individual Attribute listed in the issued Mark.

The holder of an SGS green mark may not communicate the term 'SGS green mark(s)' in any form, outside of specifically agreed usage approved by SGS (such as in a Holder-SGS joint press release). For the specific attribute of the Holder's product that the SGS green mark affirms, the Holder may state that SGS has certified or verified (whichever is appropriate) that attribute.

Similarly, the SGS green marks do not confirm that the Product receiving the SGS green mark certificate or verification statement is compliant with any or all applicable legal requirements. It is the sole responsibility of the Holder to ensure that use of the SGS green mark itself and the communication of the environmental Attribute(s) listed or inferred by the SGS green mark and the Applicable Scheme(s), is conducted in accordance with all relevant regulatory requirements, including possibly concurrent regulations at local, state, federal or other jurisdictional levels.

The Holder acknowledges that the SGS green mark certificate or verification statement constitutes in no way legal advice. SGS is legally not responsible for how a Holder of a certificate or a verification statement will use an SGS green Mark or when making associated product claims anywhere in the world. Responsibility for complying with the law remains with the Holder.

The Holder further acknowledges that based on the U.S. Federal Trade Commissions (FTC's) October 2012 Green Guides (as per the most recently

available version, on the publication date of version 1.0 of these Terms on January 21st 2026):

- a) an industrial compostable claim used on a Product in the U.S. needs to be clearly and prominently indicate the limited availability of such industrial composting facilities,
- b) a biodegradable claim used on a Product in the U.S. needs to clearly and prominently indicate the Product's or the Product package's ability to degrade in the environment where it is customarily disposed; and the rate and extent of degradation, and
- c) specific U.S. states, EU countries, and other countries of the world strictly regulate the use of environmental claims and may prohibit the use of certain terms such as but not limited to “biodegradable” for Products altogether.

8. Renunciation/suspension rights

The Holder may renounce or suspend the use of the SGS green mark for a certain period of time. The Holder will give SGS written notification and make all changes regarding the affected Products to its Communication Media. Based on this information SGS shall inform the Holder of the terms and conditions for temporary or definitive termination of use of the SGS green mark.

9. Confidentiality obligations

Unless otherwise agreed by SGS, the Holder shall keep confidential all documents received from SGS with the exception of the certificate or verification statement, these Terms and the Appendixes thereof.

10. Changes to legislation compliance

SGS complies with all national and international laws, regulations and standards in force concerning the right to use the SGS green mark or the conditions for obtaining said right. SGS will give the Holder notification of any changes thereto and the Holder will be obligated to apply all modifications resulting from said changes.

11. Right to modify Terms and Conditions

SGS reserves the right to modify these Terms at any time. It will give the Holder written notification of all changes thereto and the Holder will be obligated to apply said changes.