



Regulations governing the use of SGS Product Certification Mark

1. INTRODUCTION

These Regulations relate to the SGS Product Certification mark (the "Product Mark") as shown in Appendix 1 owned by SGS Société Générale de Surveillance SA (SGS SA), 1 place des Alpes, 1201 Geneva, Switzerland, which has been licensed to the Certification Body for the purposes hereof.

The Product Mark shown in Appendix 1 is an example and it should never be used by the Client as is. The Certification Body will provide the Client with the right logo to be used.

SGS SA reserves the right to replace the Product Mark as shown in the Appendix 1 by another certification mark at any time.

Use of the Product Mark for a renewable three-year period is strictly limited to the Client whose Designated Products have been successfully certified by the Certification Body.

2. DEFINITIONS

In these Regulations:

- (a) "Certificate" means the certificate of conformity issued by the Certification Body in respect of the Designated Products.
- (b) "Certification Scheme number" means the number which is indicated in each particular Standard.
- (c) "Client" means the company to whom a Certificate is issued.
- (d) "Codes of practice" means a technical document describing SGS Société Générale de Surveillance SA's conditions under which the Certificate and the Certification Mark may be delivered, renewed, suspended or canceled.
- (e) "Communication Media" means Client's advertising such as advertisements, displays, posters, TV advertisements, promotional videos, web sites, brochures, delivery slips.
- (f) "Designated Products" means the products to which it is proposed to apply the Product Mark.
- (g) "Improper Use" of the Product Mark means any use which infringes these Regulations. It also means imitation, counterfeiting and dilution of the Product Mark.
- (h) "Standard" means a technical document validated by the independent committee based within the Certification Body describing the specifications that the products should present, as well as the means of controlling the compliance of the products to these specifications.
- (i) "Use" means the lawful, authorized, restricted, non-exclusive, limited and revocable right to use the Product Mark.

3. USE OF THE PRODUCT MARK

3.1 The Client specifically agrees that:

- (a) It will use the Product Mark on or in association with the Designated Products only in the manner prescribed in the Standard and in Appendix 2 and Appendix 3.
- (b) It will use the Product Mark on its Communication Media in such a way as to create no confusion between the Designated Products and other products or services.
- (c) When used on the Client's web site, the Certificate Mark shall be used as an hypertext link from its web site to the following URL address of SGS Société Générale de Surveillance SA's web site <http://www.sgs.com/> and the Client shall sign a Link and Product Certification Mark Use Agreement that will be provided by the Certification Body.

- (d) It will not during the period of validity of the Certificate or thereafter, register or attempt to register the Product Mark or any imitation thereof, make or assert any claim of ownership to the Product Mark, dispute the right of the Certification Body, its successors or assignees, to authorise the use of the Product Mark as provided herein.
- (e) It will, upon the suspension, withdrawal or cancellation of the Certificate, forthwith discontinue the use of the Product Mark on the Designated Products and its Communication Media and will not thereafter use, register or attempt to register any copy or imitation thereof.
- (f) In case of take-over, merger or transfer of activities related to the Designated products, written permission from the Certification Body is mandatory in order to transfer the right to use the Product Mark.

3.2 Use of the Product Mark does not exonerate the Client from any liability imposed by law regarding the performance, design, manufacturing, shipment, sale or distribution of the Designated Products.

4. MONITORING OF THE CLIENT

4.1 Throughout the period of validity of the right to use the Product Mark the Client will at all times comply with the requirements indicated in the Regulations and in the Standard connected to each service. Particularly, it must give the Certification Body written notification of all changes in its operating conditions as well as all changes in its legal status.

4.2 The Certification Body may during the entire period of validity of the Certification Mark make or entrust a representative to make all checks deemed necessary using the methods and frequencies indicated in the Standards. Checks will ensure that the Standard inherent to each product is applied and that conformity to these Regulations and to the Codes of Practice is maintained.

5. PENALTIES AND APPEAL

In case of Improper use of the Product Mark, the Certification Body may forthwith suspend or withdraw the certification and the right to use the Product Mark in accordance with the sanctions procedures that will be provided by the Certification Body upon request. The Client may appeal the Certification Body's decision in accordance with the appeal procedures that will be provided by the Certification Body upon request.

6. RENUNCIATION

The Client may renounce or suspend the use of the Product Mark for a certain period of time. It will give the Certification Body written notification and make all changes regarding the affected products to its Communication Media. Based on this information the Certification Body shall inform the Client of the terms and conditions for temporary or definitive termination of use of the Product Mark.

7. CONFIDENTIALITY

Unless otherwise agreed by the Certification Body, the Client shall keep confidential all documents received from the Certification Body with the exception of the Certificate, these Regulations and the Appendixes thereof.