



Regulations governing the use of Qualicert Service Certification Mark

1. INTRODUCTION

These Regulations relate to the SGS Qualicert Service Certification mark (the "Service Mark") as shown in Appendix 1 owned by SGS Société Générale de Surveillance SA ("SGS SA") and licensed to the Certification Body.

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

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

2. DEFINITIONS

In these Regulations:

- (a) "Certificate" means the certificate issued by the Certification Body in respect of the Designated Services.
 - (b) "Client" means the service provider to whom a Certificate is issued.
 - (c) "Customer" means the Client's customers.
 - (d) "Certification Scheme number" means the number which is indicated in each particular Standard.
 - (e) "Codes of practice" means a technical document describing SGS Société Générale de Surveillance SA's conditions under which the Certificate and the Service Mark may be delivered, renewed, suspended or cancelled.
 - (f) "Designated Services" mean the services to which it is proposed to apply the Service Mark.
 - (g) "Improper Use" of the Service Mark means any use which infringes these Regulations. It also means imitation, counterfeiting and dilution of the Service Mark.
 - (h) "Mandatory Communication Media" means a document giving information about the certification Scheme and which must be made available to Customers and potential Customers at each of the certified locations or where the service is delivered.
 - (i) "Optional Communication Media" means Client's advertising such as advertisements, displays, posters, TV advertisements, promotional videos, web site, brochures; Client's promotional goods such as pocket diary, coffee mugs, coasters, doormats; Client's outdoor advertisements such as billboards and signs; Client's stationery such as sales and contractual documents, letterheads, business cards, invoices, compliment slips; Client's vehicles, Client's flags and window stickers and any other communication media intended for his customers.
 - (j) "Standard" means a technical document validated by the independent committee based within the Certification Body describing the specifications that the services should present, as well as the means of controlling the compliance of the services to these specifications.
 - (k) "Use" means the lawful, authorised, restricted, non-exclusive, limited and revocable right to use the Service Mark.
- (d) It may use the Service Mark on its web site provided that the Service Mark is used as an hypertext link from its web site to the following URL of SGS Société Générale de Surveillance SA's web site <http://www.sgs.com> and that it signs a Link and Service Certification Mark Use Agreement that will be provided by the Certification Body or, when available, that it agrees on line to the Link and Service Certification Mark Use Agreement that is available on the following URL: <http://sgsqualitynetwork.com/regmarks/colour.php>.
- (e) It will not, during the period of validity of the Certificate or thereafter, register or attempt to register the Service Mark or any imitation thereof, make or assert any claim of ownership to the Service Mark, dispute the right of the Certification Body, its successors or assignees, to authorise the use of the Service Mark as provided herein.
- (f) It will, upon suspension, withdrawal or cancellation of the Certificate, forthwith discontinue the use of the Service Mark or any reference thereto, and will not thereafter use any copy or imitation thereof.
- (g) In case of take-over, merger or transfer of activities related to the Designated Services, written permission from the Certification Body is mandatory in order to transfer the right to use the Service Mark.

3.2 Use of the Service Mark does not exonerate the Client from any liability imposed by law regarding the performance of the Designated Services and the performance, design, manufacturing, shipment, sale or distribution of the products associated with the Designated Services.

4. MONITORING OF THE CLIENT

4.1 Throughout the period of validity of the right to use the Service 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 service 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 Service Mark, the Certification Body may forthwith suspend or withdraw the certification and the right to use the Certification 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 to the Client upon request.

6. RENUNCIATION

The Client may renounce or suspend the use of the Service Mark for a certain period of time. It will give the Certification Body written notification and make all changes regarding the affected services 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 Service Mark.

3. USE OF THE SERVICE MARK

3.1 The Client specifically agrees that:

- (a) The Service Mark will be used in association with the Designated Services on Mandatory Communication Media and Optional Communication Media in the manner prescribed in the Standard and appendixes 2 and 3 attached hereto.
- (b) The Service Mark may be used on any product in a manner that creates no doubt about the scope of the service certification.
- (c) The Certificate will be displayed in a place which is visible to Customers.

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Appendix 1

SERVICE 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.

8. FINANCIAL CONDITIONS

The financial conditions for authorisation to use the Service Mark are included in the contract between the Certification Body and the Client.

9. CHANGES TO THE LEGISLATION

The Certification Body complies with all national and international laws, regulations and standards in force concerning the right to use the Service Mark or the conditions for obtaining said right. The Certification Body will give the Client notification of any changes thereto and the Client will be obligated to apply all modifications resulting from said changes.

10. CHANGES TO THE REGULATIONS

The Certification Body reserves the right to modify these Regulations at any time. It will give the Client written notification of all changes thereto and the Client will be obligated to apply said changes.

11. TECHNICAL DETAILS

(a) On Mandatory Communication Media printed in more than one colour or in one colour, the Service Mark shall be used in grey (pantone code 424) and orange (pantone code 021).

(b) On Optional Communication Media printed in more than one colour, the Service Mark should be used in priority in grey and orange. However, the Client may also use the Service Mark in grey (65% screened black).

(c) On Optional Communication Media printed in one colour exclusively, the Client may either use the Service Mark in grey and orange or in the exclusive printing colour (65% screened black).

(d) On Mandatory and Optional Communication Media printed in more than one colour or in one colour exclusively, the Service mark may also appear on flat coloured backgrounds when it remains clearly visible.

(e) For web use, the Client may create and use a transparent version of the Service Mark.

(f) The Service Mark can be enlarged as well as reduced as long as the text remains legible.



Appendix 2

Information that must appear on Mandatory Communication Media

- The Service Mark with the Certification Scheme Number;
- The full name and address of the certified service provider;
- Where the Client has several outlets belonging to the same company and not all of the outlets are certified, the full name and address of each certified outlet;
- Where the Client exercises several activities, a clear indication of the certified activity in order to avoid any confusion concerning the scope of the certification;
- A list of all the certified characteristics as specified in the Standard;
- Where appropriate, the mandatory wording as specified in the standard;
- The full name and address of the Certification Body.

Appendix 3

Information that must appear on Optional Communication Media

- The Service Mark with the Certification Scheme Number;
- The full name and address of the certified service provider;
- Where the Client has several outlets belonging to the same company and not all of the outlets are certified, the full name and address of each certified outlet;
- Where the Client exercises several activities, a clear indication of the certified activity in order to avoid any confusion concerning the scope of the certification;
- Where the client obtained a multi-sites certification, every communication vehicle shall, at least, indicate: "list of certified sites available upon request";
- Where appropriate, the mandatory wording as specified in the Standard;
- The wording "list of certified characteristics available upon request or on www.sgs.com/standard";
- The full address of the Certification Body or its abbreviated address or its telephone number.