

## General Rules of Use of the Mark

### 1.1 Name and registered Office of the Mark Holder

TÜV NORD is the holder of the registered trade mark, which can be used in the form shown in this document.

### 1.2 Mark Users

The Mark users are the holders of valid TÜV NORD certificates, the holders of TÜV NORD certificates being those companies whose management system has been certified by TÜV Nord.

### 1.3 Granting Entitlement to use the Mark

TUV NORD permits the Mark user to use this Mark in accordance with the provisions of the contract under section 14 on the issuance of a TÜV NORD certificate plus the related documents and, in particular, these specifications.

The TÜV NORD Mark may only be used by the Client and only in direct connection with the company's name or company mark of the Client such that one could conclude that the products themselves have been certified by TÜV NORD. It may not be affixed to the Applicant's products or used in relation to Client's products and / or processes. The Mark user is responsible to TÜV NORD for use of the Mark, and especially within the framework of advertising.

		On Product <sup>1</sup>	On larger boxes, etc. used for transportation of products <sup>2</sup>	In pamphlets, etc. for advertisement
Use of Marks <sup>3</sup>	WITHOUT a statement	NOT ALLOWED	NOT ALLOWED	ALLOWED <sup>5</sup>
	WITH a statement <sup>4</sup>	NOT ALLOWED	ALLOWED <sup>5</sup>	ALLOWED <sup>5</sup>

1. This could be a tangible product itself or product in an individual package, container etc.
2. This could be over-packaging made of cardboard etc. that can be reasonably considered as not reaching end users.
3. This applies to marks that have a specific form including some basic description of its applicability. A statement in words alone does not constitute a mark in this sense. Any such wording should be true and not mislead.
4. This could be a clear statement that "(this product was) manufactured in a plant whose management system is certified as being in conformity with (standard)".
5. The mark may then only be used as specified here.

The Client shall endeavor to ensure that the TÜV NORD Mark is only used in competition in such a way that an assertion concerning the Client's facility is made which is in accordance with the certification. The Client shall also ensure that, in the context of competition, the impression is not given that certification by the Certification Body is an official inspection.

Use of the Mark shall be restricted to the holder of the permission to do so and may not be transferred by the Client to third parties or successors without the express permission of TÜV NORD. If such a transfer is required, an application shall be submitted. If necessary, a new audit must be conducted.

### 1.4 Form

The TÜV NORD Mark may only be used in the forms shown in this document. The Mark must be easily legible and clearly visible. Whenever necessary, the Client is obliged to submit designs for approval by the Certification Body before using the TÜV NORD Mark on business letters, advertising materials etc.

## **1.5 Reference to the Area covered by the Certification**

Use of the Mark is restricted to the scope of the certification for the company as given in the certification document; it may only be used for business purposes and only on documents intended for business correspondence and within the context of advertising.

The Client shall not be entitled to make any changes to the certificates. The certificates may not be used in a misleading way for advertising purposes.

Permission to use the TÜV NORD Mark shall apply exclusively for the certified facility of the client's company. It is not allowed to use the Mark for any other facility of the Applicant.

## **1.6 Validity and rights of use of the test mark and the certificate**

The validity of the certificate begins with the date when the certificate is issued. The term of the certificate depends on the particular standard on which the audit is based, but may not exceed a maximum of 3 years. This assumes, that based on the date of the certification audit, regular surveillance audits are performed in the company according to the specific accreditation rules or certification standards with a positive result. A surveillance audit at short notice may also become necessary in certain justified cases. It is within the discretion of the certification body to decide on the necessity for such an audit.

The client must ensure that the test mark and the certificate are only used in advertising in such a way that a statement regarding the certified area of the client which corresponds to the certification is made. The client also has to make sure that, within the framework of General Conditions for the Certification of Management Systems.

Approval for use of the test mark only applies for the area of the client's company which has been certified. Use of the test mark for activities which lie outside the scope of the certificate is not permitted.

The test mark may only be used in the form which is provided by TÜV NORD. The mark must be easy to read and clearly visible. The client is not authorized to change the certificate and/or the test mark. The certificate and the test mark may not be used in a misleading manner for advertising purposes.

The test mark may only be used by the client and only in immediate association with the company name or the company logo of the client. It may not be used on products or product packaging, as it could then be interpreted as confirming product conformity.

It is not permitted to make use of the test mark on laboratory test reports, calibration certificates or inspection reports or certificates for persons, as these documents are classified as products in this connection.

The client must ensure that the test mark and the certificate are only used in advertising in such a way that a statement regarding the certified area of the client which corresponds to the certification is made. The client also has to make sure that, within the framework of General Conditions for the Certification of Management Systems.

If a claim is made against the certification body according to the principles of product liability based on use of the test mark and/or certificate by the client which infringes the conditions of the contract, the client has the duty to hold the certification body harmless and to release the certification body with regard to all claims of third parties. The same applies for all cases in which a claim is made against the certification body by a third party based on advertising claims or other behavior on the part of the client.

The client receives the non-transferable, non-exclusive right, limited to the contractual term, to make use of the test mark and the certificate in accordance with the conditions stated above.

Use of the test mark and the certificate is limited to the client and may not be transferred to third parties or legal successors without the express permission of the certification body. If the client wishes to transfer the right of use of the test mark and the certificate, a corresponding application has to be submitted. A new audit must be

performed if necessary. The test mark to be used in the individual case depends on the certificate which is issued.

## **1.7 Withdrawal of the Certification**

If the certification is withdrawn under the certification rules of TÜV NORD, the Mark user shall lose entitlement to use the Mark. In such a case the Mark user may use existing documents, media etc. bearing the Mark for one month at most as from the legal effectiveness of the cancellation of the certification.

## **1.8 Loss of Entitlement to use the Mark for other Reasons**

Entitlement to use the Mark shall expire both on expiration of the validity of the certification and if there is any willful or grossly negligent violation of the provisions of these specifications. If entitlement to use the Mark expires, the Mark user may continue to use existing documents, media etc. bearing the Mark for one month at most as from the date of the expiration.

## **1.9 Claims and Liability**

Should a claim be lodged against the Certification Body under the principles of product liability on account of use of the TÜV NORD Mark by the Client in violation of the contract, the Applicant shall be obliged to indemnify the Certification Body against all claims by third parties.

The same shall apply for cases where the Certification Body has claims lodged against it by third parties on account of advertising assertions made by the Client, provided always that TÜV NORD informs and keeps the Client duly informed of such claims, as to enable the Client the opportunity to properly defend the claim.

## **Sample of Certification Marks (Annex 1)**

Remarks:

TUV NORD Recognition Mark can be printed in any single color with the same proportional size.

Or

Color: Dark Blue, Pantone 294

Indicate the Certificate No. at the bottom of the logo