

### 1. Client's Obligations.

Client shall comply with the obligation as under:

- a) Conforms to the requirements of KBS when referring to its certification status in communication media such as the internet, brochures or advertising, or other documents,
- b) Not make or permit any misleading statement regarding its certification,
- c) Not use or permit the use of a certification document or any part thereof in a misleading manner,
- d) Upon withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by KBS,
- e) Amends all advertising matter when the scope of certification has been reduced,
- f) Not allow reference to its management system certification to be used in such a way as to imply that the KBS certifies a product (including service) or process,
- g) Not imply that the certification applies to activities and sites that are outside the scope of certification, and
- h) Not use its certification in such a manner that would bring KBS and/or its certification system into disrepute and lose public trust.
- i) Not use certification mark on laboratory test, calibration or inspection reports
- j) Not use certification mark on a product or product packaging that may be interpreted as denoting product conformity.
- k) Record and address complaints, report complaints to KBS
- l) Notify KBS within 30 days of changes to Client's quality system or changes significantly affecting Client, such as a change of ownership, change in key personnel or facilities, which call "change" from now
- m) Allow KBS to conduct special audits at short notice to investigate complaints, or in response to changes, or as follow up on suspension.
- n) Not expose auditors or others representing KBS to unsafe working conditions or environments, and to provide all auditors and others appropriate protective equipment,
- o) Pay KBS for the Certification Activities as per the contract.

### 2. Use of KBS Certificate, Logo and Accreditation Symbol

The KBS Logo is a certified trademark solely owned by KBS. So long as Client maintains its status as being certified by KBS pursuant to Client's Obligations, Client will have the non-exclusive and non-transferable right to use the Certificate, the KBS Logo and any Accreditation Symbol (except as provided for in Section 3 hereof) in Client's advertising and marketing materials and campaigns.

In no case, Client shall use the Certificate, the KBS Logo or any Accreditation Symbol (or a confusingly similar certificate, logo or mark) in a misleading or unauthorized manner, including, but not limited to, representing that the Certificate, the KBS Logo or any Accreditation Symbol exemplifies conformities of a product, service or performance; using the Certificate, the KBS Logo or any Accreditation Mark in connection with standards or activities not approved by KBS; or otherwise acting to bring KBS, the KBS Logo or any Accreditation Symbol in disrepute. See attachment A for Use of Certification and Accreditation Mark.

### 3. Suspension and Other Actions.

If KBS expresses any concern with respect to the use of the Certificate, the KBS Logo or an Accreditation Symbol as being inconsistent with or impermissible under "USE OF CERTIFICATION AND ACCREDITATION SYMBOL (Attachment A)" or KBS's Certification System, ("Improper Use"), KBS may request Client to cease and desist the Improper Use, and it shall be deemed to be a condition to Client's continued Certification that such Improper Use is immediately discontinued. In addition, in the event of such Improper Use or in the event KBS determines that Client is not complying with any obligation of Client under this Agreement or the Certification System, KBS shall have the right upon written notice to the Client to (a) suspend its Certification Activities until Client complies with its obligation, (b) determine that Client is no longer entitled to identify itself as certified by KBS and to require Client (temporarily or permanently) to cease using in any manner the Certificate (and to return such Certificate), the KBS Logo and Accreditation Symbol (c) refuse to issue a Certificate to Client, (d) require a corrective action, (e) publish Client's transgression or (f) take other legal action. In the event KBS takes any of the foregoing actions, KBS shall not be required to reimburse any amounts to Client.

#### 4. **Term and Termination.**

The initial term of this Client's Obligations shall commence on the date of Certification and be valid until validity of the certificate

Attachment A: Use of Certification and Accreditation Symbol

**USE OF CERTIFICATION AND ACCREDITATION SYMBOL (MARKS)**





A client certified by KBS may use the KBS Certification Logo and the appropriate accreditation Symbol or Statement as follows:

- a. KBS Logo and the accreditation symbol may be used on a Company's literature, such as: Letter Heads, Brochures, Advertising and Marketing Materials; and may only be used within the scope of the Company's Certification.
- b. KBS Logo may be used on the business cards but Accreditation Symbol shall not be used.
- c. The KBS Logo and the accreditation Symbol: -
  - i. shall not be used on a product or product packaging which may be reasonably concluded as indicating product approval;
  - ii. shall not imply certification of any product, process or service;
  - iii. shall not be used in connection with a management system not approved by KBS;
  - iv. shall avoid using of same mark or a similar mark to indicate different systems of conformity certification;
  - v. accreditation Symbol shall not be used in isolation from KBS Logo;
  - vi. shall not be used in such a way as to suggest that the government has certified or approved the activities of the licensee, or in any other misleading manner.
  - vii. shall not be displayed on vehicles except in publicity material like part of a large advertisement.
  - viii. shall not be displayed on buildings and flags.
  - ix. shall not be used on laboratory test, calibration or inspection reports or certificates.
- d. The KBS logo should state 'Standard (e.g. ISO 9001)' whose compliance certified
- e. The KBS logo and accreditation symbol shall only be reproduced and printed in the appropriate form, proportion and color as demonstrated in the example below in or in the grey-black combination as specified.
- f. The accreditation symbol shall not appear in a size that makes the accreditation body name unreadable, except on business cards. The minimum size for reproducing the logo in print has been specified at 25mm wide and 11mm height; while for web as 100 pixels
- g. The accreditation number shall be printed centrally underneath EIAC logo.
- h. The accreditation mark shall be used in a manner that clearly communicates the meaning of the mark in conjunction with the KBS Logo and does not imply that the company is certified by the accreditation body.
- i. The KBS Logo and the mark of accreditation body shall not be used disproportionately.
- j. The mark may state, "KBS is accredited by the EIAC."
- k. The certified client may use a Statement on product packaging or in accompanying information that KBS has certified the client. The statement should include clear reference to KBS, management system and applicable standard certified and the client name or brand.
- l. The accreditation Symbol shall not be displayed in a more prominent way than the logo of the KBS.
- m. The Symbol may be used as a die-stamp or an embossment and these may be in the defined colors or black and white colors provided that the conditions set out in this document are fulfilled.
- n. The Accreditation Symbol in black and white is only accepted on photocopies.
- o. KBS and Accreditation Symbol shall only be used in its normal horizontal orientation. The Symbol shall not be rotated, distorted, compressed or stretched in any way.
- p. The Accreditation Symbol shall not be used on a background that will impede readability.
- q. The Accredited Symbol shall not be used in such a way as to state, imply or suggest that EIAC accept responsibility of any of the statement of conformity/approval.
- r. The Symbol may be reproduced electronically, provided that the requirements are met, distortion and/or degradation does not occur and the electronic version (softcopy) of the symbol acquired from EIAC is used.
- s. EIAC symbol can't be used along-with the other accreditation symbol on any conformity assessment certificate. However, KBS can issue separate certificate containing accreditation symbol of another accreditation body.
- t. Clients are not allowed to use IAF MLA Mark.

Following is the colour scheme of EIAC accreditation symbol:

For Blue colour: Red: 0, Green: 11, Blue: 140

## OBLIGATIONS OF CERTIFIED CLIENTS

For using only KBS Logo		
For using EIAC and KBS logo for FSMS	 <b>CB-FSMS-065</b>	
For using EIAC and KBS logo for HACCP	 <b>CB-HACCP-065</b>	