



Certificate EG15/0761

The management system of

# Petrochemical logistic Services (PLS)

Plot 677 / 1570, Alexandria-Matrouh road, El Max,  
Alexandria, Egypt

has been assessed and certified as meeting the requirements of

## ISO 45001:2018

For the following activities

**Manufacturing of Calcium Oxide**

This certificate is valid from 16 June 2021 until 9 May 2024  
and remains valid subject to satisfactory surveillance audits.  
Recertification audit due a minimum of 60 days before the expiration date.

Issue 4. Certified since 6 November 2020

The audit leading to this certificate commenced on 8 May 2021

Previous issue certificate validity date was until 9 May 2021

Authorised by

SGS United Kingdom Ltd  
Rossmore Business Park · Ellesmere Port · Cheshire · CH65 3EN · UK  
t +44 (0)151 350-6666 f +44 (0)151 350-6600 [www.sgs.com](http://www.sgs.com)

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# GENERAL CONDITIONS OF SERVICE

## 1. GENERAL

- (a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").
- (b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").
- (c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.
- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- (b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.
- (e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.
- (f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- (g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- (h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

## 2. PROVISION OF SERVICES

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

The SGS logo is located in the bottom right corner of the page. It consists of the letters "SGS" in a bold, sans-serif font. A horizontal line is positioned below the letters, and a vertical line is positioned to the right of the letters, intersecting the horizontal line.

- (i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

### 3. OBLIGATIONS OF CLIENT

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) Supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

### 4. FEES AND PAYMENT

- (a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.
- (b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.
- (c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.
- (d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- (e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- (f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- (g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

### 5. SUSPENSION OR TERMINATION OF SERVICES

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

### 6. LIABILITY AND INDEMNIFICATION

- (a) Limitation of Liability:

- (1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
- (2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged nonperformance.

(b) Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

## 7. MISCELLANEOUS

- (a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

## 8. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

# SGS SYSTEM CERTIFICATION MARK USAGE GUIDELINES

## 1. INTRODUCTION

The guidelines outlined in this document provides you with basic information needed for using SGS System Certification Mark ("SGS Certification Mark") in all printed and on-screen materials.

Because these guidelines will help maintaining the integrity and the public recognition of SGS Certification Mark, always use it **as provided electronically by Your certification Body** and do not attempt to change the configuration or proportion of any artwork.

## 2. SGS SYSTEM CERTIFICATION MARK USAGE REQUIREMENTS

SGS Certification Mark is made up of four elements: the design features; the SGS logotype, a text box and the background. **All these elements must be used together at all times** unless otherwise specified. These terms will be referred to throughout these guidelines.

SGS Certification Mark can be used in Horizontal or Vertical shapes as shown in appendix 1.

## 3. USING SGS SYSTEM CERTIFICATION MARK ON YOUR PROMOTIONAL MATERIAL

SGS Certification Mark shows that your organisation's management system consistently meets a specific management system standard. As such, SGS Certification Mark may be used on the following materials:

**Advertising Materials** such as advertisements, displays, posters, TV advertisements, promotional videos, web sites, brochures, outdoor advertisements such as billboards and signs; Vehicles, flags and window stickers.

**Promotional Materials** such as pocket diary, coffee mugs, coasters, doormats.

**Stationery Materials** such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips and any other stationery material intended for your customers.

**Product Packaging Material** providing that such products might reasonably be expected NOT TO REACH END USERS and providing that SGS Certification Mark is used with the following text "manufactured under a quality system certified as complying with [insert your standard name] by [insert name of your SGS certification body]".

Important:

- System Management certification is site specific. Always make sure that the SGS Certification Mark is used within the scope of your certification that is set out in your certificate. For instance use of SGS Certification Mark on your letterhead could be misleading if not all sites were certified or use of SGS System Certification Mark on all your business cards could be misleading if not all your sites were certified.

- On your promotional stickers SGS Certification Mark may be used without the text box and the background as per example shown in appendix 2. All colour, size and typographic rules shall apply.

- On your promotional and Stationery Material, the "content area" of the text box may only contain the Standard Name followed by the tracking number and the following sentence

"list of certified characteristics available at [www.sgs.com](http://www.sgs.com)" or "List of certified characteristics available upon request".

## 4. INFORMATION THAT MUST BE USED IN CONJUNCTION WITH SGS SYSTEM CERTIFICATION MARK

The following information shall be used in the text box:

- The Standard Reference (according to the scope of certification granted)
- "System Certification"
- "[www.sgs.com/certifiedclients](http://www.sgs.com/certifiedclients)"

## 5. COLOUR REQUIREMENTS

Always use SGS Certification Mark as provided electronically by Your certification Body. For format specifications and codes please refer to Appendix 3 herewith attached. In case you have any doubt or query about color requirements please contact your auditor or SGS local office for guidance.

## 6. SIZE, LANGUAGE AND TYPOGRAPHIC REQUIREMENTS

### 6.1 Size requirements

When reduced to 12mm/0.47" (width) or smaller, always use SGS Certification Mark in small version as per example shown in appendix 4. All typographic and colour requirements shall apply.

### 6.2 Language requirements

The word "System" shown on the design of SGS Certification Mark shall never be translated in your local language unless otherwise specified.

You may translate in your local Language the content of your textbox.

### 6.3 Typographic requirements

The font to be used in the text box is Arial. The text must be black, aligned left and vertically centered within the text area.

## 7. PROHIBITED USES

**DO NOT USE** SGS Certification Mark on your products and their primary packaging or in a way that may be interpreted as endorsing product conformity.

**DO NOT USE** SGS Certification Mark on coloured, patterned or photographic background.

**DO NOT ALTER** SGS Certification Mark in any way. Below (Appendix 6) are a few examples of incorrect usages.

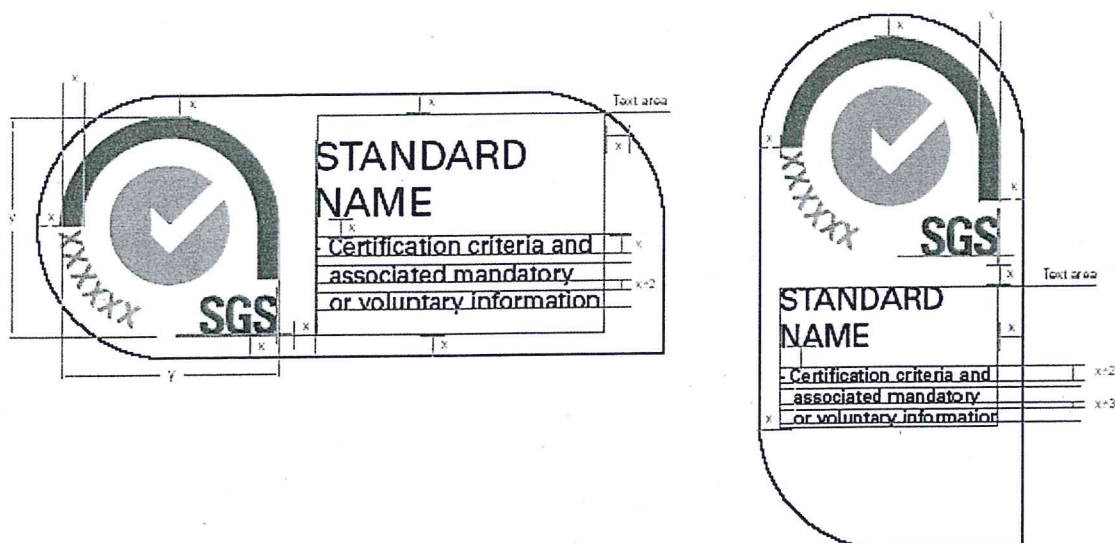
**DO NOT CO BRAND** SGS Certification Mark with your Corporate mark or logo if any.

## 8. FURTHER INFORMATION

The use of SGS Certification Mark is strictly controlled and it may only be used in accordance with SGS Certification Mark Terms and Conditions of Use. In case you have any doubt or query about the use of SGS Certification Mark, please contact us for guidance and address your questions to your auditor or SGS local office

# SGS SYSTEM CERTIFICATION MARK USAGE GUIDELINES

## APPENDIX 1 – MARK AND TEXT BOX (HORIZONTAL OR VERTICAL)



## APPENDIX 2 – MARK WITHOUT TEXT BOX (STRICTLY TO COMPLEMENT OTHER COMMUNICATION ON STICKERS)



## APPENDIX 3 - COLOUR REQUIREMENTS

- SGS System Certification Mark has been created in Orange and Grey on a white background.

Although it is best to use the pantone matching System (PMS) numbers to reproduce SGS System Certification Mark, three colour process or on screen (RGB) values are listed below for use as well. These colours shall not be altered or substituted in any way.

CMYK Four-colour digital and offset printing  
 Pantone Spot colour digital and offset printing  
 RGB On-screen viewing (PowerPoint®, video, etc.)  
 Hex Internet/Intranet applications



### SGS GREY

- Pantone 424 coated
- Pantone 424 uncoated
- CMYK: coated C 00 M 00 Y 00 K 65
- CMYK: uncoated C 00 M 00 Y 00 K 65
- RGB R 132 G 134 B 133
- Web #999999
- Vinyl 3M Scotchcal: 50-96 (grey)



### SGS ORANGE

- Pantone 021 coated
- Pantone 021 uncoated
- CMYK: coated C 00 M 70 Y 100 K 00
- CMYK: uncoated C 00 M 60 Y 100 K 00
- RGB R 255 G 102 B 0
- Web #FF6600
- Vinyl 3M Scotchcal: 50-34 (bright orange)

## SGS SYSTEM CERTIFICATION MARK USAGE GUIDELINES

- Only in cases where the colour is not available or for those applications that require a background in colour, the design features and the logotype may be used in black on a white background as shown below. No other variation of colour is allowed.



- On your Material printed in one colour exclusively, you may use the design features, the logotype and the textbox's content in your default printing colour on a white background only. No other variation of colour is allowed.
- For web use (internet/intranet applications) the values are the following:

	ORANGE	GREY	BLACK
WEB	#FF6600	#999999	-

- For Vynil 3MScotchcal use the values are the following:

**FOR GREY USE**

Vynil 3M Scotchcal: 50-95 (grey)

**FOR ORANGE USE**

Vynil 3M Scotchcal: 50-94  
(bright orange)

**FOR 85% BLACK USE**

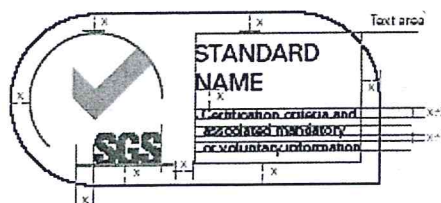
Vynil 3M Scotchcal: 50-97  
(inibus grey)

### APPENDIX 5 – SMALL MARK (EXAMPLE)

**SMALL VERSION, COLOUR**

In order to guarantee legibility when reduced to small sizes, a small version of the base mark has been created.

The small version should be used in all cases when the certification mark needs to be reduced to 12 mm/0.47" (width) or smaller.



# TERMS AND CONDITIONS FOR CERTIFICATION SERVICES

## 1. GENERAL

- 1.1 Unless otherwise agreed in writing, all offers or services and all resulting contractual relationship(s) between SGS SA, any affiliated companies of SGS SA or any of their agents (each "SGS") to any person applying for certification services (the "Client") shall be governed by these General Conditions.
- 1.2 These General Conditions, and, as applicable, the Proposal, the Application, the Codes of Practice, the SGS Certification Marks License Terms and Conditions constitute the entire agreement (the "Contract") between the Client and SGS with respect to the subject matter hereof. Save as otherwise provided no variation to the Contract shall be valid unless it is in writing and signed by or on behalf of the Client and SGS.
- 1.3 Where a Certificate is issued to the Client, SGS will provide the Services using reasonable care and skill and in accordance with the Codes of Practice then in force of the relevant Certification Body. A copy of such Codes of Practice, and any amendments to it as may be issued from time to time, will be supplied by the Certification Body to the Client upon commencement of the Services.

## 2. DEFINITIONS

"Accreditation Body" means any organisation (whether public or private) having the authorisation to appoint Certification Bodies;

"Application" means the request for services by a Client;

"Certificate" means the Certificate issued by a competent Certification Body;

"Certification Body" means any SGS company having the authorisation to issue Certificates;

"Codes of Practice" means those codes of practice issued by a Certification Body in accordance with the relevant certification scheme;

"Proposal" means the outline of services to be rendered by SGS to the Client.

"Report" a report issued by SGS to the Client indicating whether or not a recommendation to issue a Certificate is to be made.

"SGS Certification Mark License Terms and Conditions" means the terms and conditions of use of the licensed SGS Certification Mark.

## 3. SERVICES

- 3.1 These General Conditions cover the following services ("the Services"):
- a) System certification services: quality, environmental, safety, health and other management system certification in accordance with international or national standards;
  - b) Product conformity certification services in accordance with EC Directives or national legislation and product certification services in accordance with non-mandatory normative documents, specifications or technical regulations;
  - c) Service certification services in accordance with non-mandatory normative documents, specifications or technical regulations;
  - d) process certification services;
  - e) skills certification services.
- 3.2 On completion of an assessment programme, SGS will prepare and submit to the Client a Report. Any recommendation given in a Report is not binding on the Certification Body and the decision to issue a Certificate is at the sole discretion of the Certification Body.
- 3.3 Client acknowledges that SGS, either by entering into the Contract or by providing the Services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.
- 3.4 Certification, suspension, withdrawal or cancellation of a Certificate shall be in accordance with the applicable Codes of Practice.
- 3.5 SGS may delegate the performance of all or part of the Services to an agent or a subcontractor and Client authorises SGS to disclose all information necessary for such performance to the agent or subcontractor.

## 4. OBLIGATIONS OF THE CLIENT

- 4.1 The Client shall ensure that all product samples, access, assistance, information, records, documentation and facilities are made available to SGS when required by SGS, including the assistance of properly qualified, briefed and authorised personnel of the Client. The Client shall

in addition provide SGS free of charge suitable space for conducting meetings.

- 4.2 So far as it is permitted by law, the Client acknowledges that, it has not been induced to enter into the Contract in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in these General Conditions and, to the extent that it has been it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto. Any conditions or stipulations included in the Client standard form documents which are inconsistent with, or which purport to modify or add to, these General Conditions shall have no effect unless expressly accepted in writing by SGS.
- 4.3 The Client shall take all necessary steps to eliminate or remedy any obstacles to or interruptions in the performance of the Services.
- 4.4 In order to allow SGS to comply with the applicable health and safety legislation the Client shall provide SGS with all available information regarding known or potential hazards likely to be encountered by SGS personnel during their visits. SGS shall take all reasonable steps ensure that whilst on the Client's premises, its personnel comply with all health and safety regulations of the Client, provided that the Client makes SGS aware of the same.
- 4.5 For product conformity certification under an EC Directive the Client shall comply with all the provisions of that Directive. In particular, the Client may only affix the EC mark of conformity when all the requirements of that Directive are met.
- 4.6 The Client may only reproduce or publish extracts of any report of SGS if the name of SGS does not appear in any way or the Client has obtained the prior written authorisation of SGS. SGS reserves its rights to lodge a complaint in case of disclosure in breach of this clause or disclosure which SGS considers in its sole discretion is abusive. The Client shall not publicise details of the way in which SGS performs, conducts or executes its operations.

The SGS logo consists of the letters "SGS" in a bold, sans-serif font. A vertical line is positioned to the right of the letters, extending from the top of the 'S' down to the bottom of the 'S'.

4.7 The Client shall immediately inform SGS of any and all changes in their premises which may affect their management system, their service their products, their process or their skills. Any breach of this obligation to inform may lead to the withdrawal of the Certificate. Furthermore the Client is bound to inform SGS of any major non conformity identified during internal audits undertaken by the Client, its partners or public authorities.

## 5. FEES AND PAYMENT

5.1 The fees quoted to the Client cover all stages leading to completion of the assessment programme or operations and the submission of a Report and of the periodic surveillances to be carried out by SGS for the maintenance of the Certificate. As fees are based on the charge rate applicable at the time of submitting a Proposal, SGS reserves the right to increase charges during the registration period. SGS may also increase its fees if the Client's instructions change or are found to be not in accordance with the initial details supplied to SGS prior to it providing the relevant fee quotation. Clients will be notified of any increase in fees.

5.2 Additional fees shall be charged for operations that are not included in the Proposal and for work required due to non-conformances being identified. These will include, without limitation, costs resulting from:

- a) repeats of any part, or all, of the assessment programme or operations due to the registration procedures and rules not being met;
- b) additional work due to suspension, withdrawal and/or reinstatement of a Certificate;
- c) reassessment due to changes in the management system or products, process or services; or
- d) compliance with any subpoena for documents or testimony relating to work performed by SGS.

5.3 Without prejudice to clause 5.2, additional fees will be payable at SGS' charging rates in force from time to time in respect of rush orders, cancellation or rescheduling of services or any partial or full repeats of the assessment programme or operations which are required as set out in the Codes of Practice.

5.4 A copy of SGS' prevailing charging rates is available on request from SGS.

5.5 Unless otherwise stated all fees quoted are exclusive of travelling and subsistence costs (which will be charged to the Client in accordance with SGS Travel Expense Policy). All fees and additional charges are exclusive of any applicable Value Added Tax, Sales Tax or

similar tax in the country concerned.

5.6 Following submission of the Report to the Client, SGS shall issue an invoice to the Client. Invoices for additional and further work will be issued on completion of the relevant task. Unless advance payment has been agreed upon, all invoices are payable within thirty (30) days of the date of each invoice (the "Due Date") regardless of whether the Client's system or products qualify for certification failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to including the date payment is actually received.

5.7 Any use by the Client of any Report or Certificate or the information contained therein is conditional upon the timely payment of all fees and charges. In addition to the remedies set out in the Codes of Practice, SGS reserves the right to cease or suspend all work and/or cause the suspension or withdrawal of any Certificate for a Client who fails duly to pay an invoice.

5.8 Client shall not be entitled to retain or defer payment of any sums due to SGS on account of any dispute, counter claim or set off which may allege against SGS.

5.9 SGS may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

5.10 Client shall pay all SGS' collection costs including reasonable attorney's fees and related costs.

## 6. ARCHIVAL STORAGE

6.1 SGS shall retain in its archive for the period required by the relevant Accreditation Body or by law in the country of the Certification Body all materials relating to the assessment programme and surveillance programme relating to that Certificate.

6.2 At the end of the archive period, SGS shall transfer, retain or dispose of the materials at its discretion, unless instructed otherwise by the Client. Fees for carrying out such instructions will be invoiced to the Client.

## 7. REPORT AND CERTIFICATE OWNERSHIP AND INTELLECTUAL PROPERTY

Any document including, but not limited to any Report or any Certificate, provided by SGS and the copyright contained therein shall be and remain the property of SGS and the Client shall not alter or misrepresent the contents of such documents in any way. The Client shall be entitled to make copies for its internal purposes only. Duplicates of Certificates are available upon request for external communication purposes.

## 8. COMMUNICATION

The Client may promote its certification in accordance with the terms set out in

the Regulations governing the use of the certification marks. Use of SGS' corporate name or any other registered trademarks for advertising purposes is not permitted without SGS' prior written consent.

## 9. CONFIDENTIALITY

9.1 As used herein, "Confidential Information" shall mean any oral or written proprietary information that a party may acquire from the other party pursuant to the Contract or information as to the business of the other party provided, however, that Confidential Information shall not include any information which (1) is or hereafter becomes generally known to the public; (2) was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party; (3) is disclosed to a party by an independent third party with a right to make such disclosure.

9.2 Unless required by law or by a judicial, governmental or other regulatory body, neither party nor their agents or subcontractors shall use the Confidential Information other than for the purpose of the Contract nor disclose the other's Confidential Information to any person or entity without the prior written approval of the other party except as expressly provided for herein.

## 10. DURATION AND TERMINATION

10.1 Unless otherwise agreed, the Contract shall continue (subject to the termination rights set out in these General Conditions) for the term set forth in the Proposal (the "Initial Term"). On expiry of the Initial Term, the Contract shall renew automatically unless and until either party notifies the other in writing that the Contract will terminate at least three months prior to the expiry of the Initial Term or on three months' notice any time after the Initial Term.

10.2 SGS is entitled, at any time prior to the issue of a Certificate, to terminate the Contract if the Client is in material breach of its obligations and, following receipt of notice of such breach, the Client fails to remedy to the satisfaction of SGS such breach within 30 days.

10.3 Either Party shall be entitled to terminate immediately the provision of the Services in the event of any arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the other Party.

10.4 Unless otherwise agreed in writing, the rights and obligations of the parties defined in clauses 8, 9, 12, 13 and 14 shall apply notwithstanding the completion of the Services or termination of the Contract.

10.5 In case the Client transfers its activities to another organisation, the transfer of the Certificate is subject to the

Certification Body's prior written consent. Where such consent is given, the use of the Certificate by such new organisation shall be governed by the Contract.

## 11. FORCE MAJEURE

If SGS is prevented from performing or completing any service for which the Contract has been made by reason of any cause whatsoever outside SGS' control, including, but not limited to, acts of god, war, terrorist activity or industrial action; failure to obtain permits licenses or registrations; illness, death or resignation of personnel or failure by Client to comply with any of its obligations under the Contract, the Client will pay to SGS:

- a) the amount of all abortive expenditures actually made or incurred;
- b) a proportion of the agreed fees equal to the proportion (if any) of the service actually carried out;

and SGS shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required Services.

## 12. LIMITATION OF LIABILITY AND INDEMNITY

12.1 SGS undertakes to exercise due care and skill in the performance of the Services and accepts responsibility only in cases of proven negligence.

12.2 Nothing in these General Conditions shall exclude or limit SGS' liability to the Client for death or personal injury or for fraud or any other matter resulting from SGS' negligence for which it would be illegal to exclude or limit its liability.

12.3 Subject to clause 12.2, the total liability of SGS to the Client in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an amount equal to the fees paid to SGS under the Contract (excluding Value Added Tax thereon).

12.4 Subject to clause 12.2, SGS shall have no liability to the Client for claim for loss, damage or expense unless arbitral proceedings are commenced within one year after the date of the performance by SGS of the service which gives rise to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.

12.5 Subject to clause 12.2, SGS shall not be liable to the Client nor to any third party:

- a) for any loss, damage or expense arising from (i) a failure by Client to comply with any of its obligations herein (ii) any actions taken or not taken on the basis of the Reports or the Certificates; and (iii) any incorrect results, Reports or Certificates arising from unclear, erroneous, incomplete, misleading or false information provided to SGS;
- b) for loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party (including without limitation product liability claims) that may be suffered by the Client; and
- c) any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in (b) above).

12.6 Except for cases of proven negligence or fraud by SGS, the Client further agrees to hold harmless and indemnify SGS and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising (i) relating to the performance, purported performance or non-performance, of the Services or (ii) out of or in connection with the Client's product, process or service the subject of the certification (including, without limitation, product liability claims).

12.7 Each party shall take out adequate insurance to cover its liabilities under the Contract.

## 13. MISCELLANEOUS

13.1 If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13.2 Except as expressly provided for herein, the Client may not assign or transfer any of its rights hereunder without SGS' prior written consent.

13.3 Neither party shall assign the Contract without the prior written consent of the other Party such consent shall not be unreasonably withheld. Any assignment shall not relieve the assignor from any liability or obligation under the Contract.

13.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these General Conditions or the Contract.

13.5 A Party giving notice under these General Conditions must do so in writing with such notice being hand delivered or sent by prepaid, first class post or facsimile to the address for the other Party as set out in the Application. A notice will be deemed received by the other Party:

- a) if hand delivered, on the date of delivery;
- b) if sent by first class post, three days after the date of posting;
- c) if sent by facsimile, the time indicated on the sending Party's facsimile transmission confirmation message.

13.6 The Parties acknowledge that SGS provides the Services to the Client as an independent contractor and that the Contract does not create any partnership, agency, employment or fiduciary relationship between SGS and the Client.

13.7 Any failure by SGS to require the Client to perform any of its obligations under these General Conditions or the Contract shall not constitute a waiver of its right to require performance of that or any other obligation.

## 14. DISPUTES

Unless specifically agreed otherwise, all disputes arising out of or in connection with these General Conditions or the Contract shall be governed by the laws of England and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.



## Regulations governing the use of SGS System Certification Marks

### 1. INTRODUCTION

These Regulations relate to the SGS System Certification Marks (the "Certification Mark") as shown as example in Appendix 1 owned by SGS Société Générale de Surveillance SA (SGS SA) and licensed to the Certification Body for the purposes hereof.

The Certification 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. The design and text of the provided mark may vary from the example however these regulations continue to apply in accordance with the certification contract.

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

Use of the Certification Mark is strictly limited to Clients whose management system remains certified against the standard to which the mark relates by the Certification Body.

### 2. DEFINITIONS

In these Regulations:

(a) "Accreditation Body" means the body that has accredited the Certification Body for certifying management systems of

third parties.

(b) "Accreditation Mark" means the Accreditation Body's mark licensed to the Certification Body and that may be sub licensed to the Client whose management system has been successfully certified, where the Accreditation Body permits its use. Where the use is permitted it shall be used only as provided by SGS in combination with the SGS certification mark and shall under no circumstances be used independently.

(c) "Certificate" means the certificate of conformity and assessment schedule issued by the Certification Body specifying the scope of certification of the Client.

(d) "Certification Scheme number" means the number which is indicated in each particular Standard against which the Client's system is certified.

(e) "Client" means the company to whom a Certificate is issued.

(f) "Codes of Practice" means a technical document describing SGS Société Générale de Surveillance SA's conditions under which the Certification may be delivered, renewed, expanded, reduced, suspended, restored or cancelled.

(g) "Communication Media" means Client's advertising such as advertisements, displays, posters, TV

advertisements, promotional videos, web sites, 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, delivery slips; Client's vehicles, Client's flags and window stickers and any other communication media intended for his customers.

(h) "Improper Use" of the Certification Mark means any use which infringes these Regulations. It also means imitation, counterfeiting and dilution of the Certification Marks.

(i) "Standard" means the specifications that the management system should present as well as the means of controlling the compliance of the management system to these specifications.

(j) "Use" means the lawful, authorized, restricted, non-exclusive, limited and revocable right to use the Certification Mark.

### 3. USE OF THE MARKS

3.1 The Client agrees that:

(a) It will use the Certification Mark only in the manner prescribed herein and in the Certificate.



## Regulations governing the use of SGS System Certification Marks

(b) It will use the Certification Mark only in relation to activities within its scope of certification.

(c) It will use the Certification Mark on its Communication Media in such a way as to create no confusion between matters referred to in the scope of certification and other matters, and in no way to imply coverage of any activities outside the scope of certification.

(d) It will not use the Certification Mark on test reports or certificates of compliance such as calibration certificates or certificates of analysis.

(e) It will not use the Certification Mark on its products or their packaging in order to avoid confusion with product certification. The client may put a statement (without use of the mark) on product packaging or accompanying information that it has a certified management system, **but this statement cannot claim that the product, process (or service) is certified.** This statement must include a reference to, the certified client's name/brand name; the type of management system (e.g.: quality, environmental, etc.) and the applicable standard (e.g.: ISO 9001); and the name of the certification body issuing the certificate.

(f) It may use the Certification Mark (with or

without any accreditation mark) on stationery such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips, on advertising, displays, posters, TV advertisements, promotional videos, web sites, brochures.

(g) It may use the SGS certification mark alone (the Accreditation Mark shall not be used) on all other applications such as on flags, on vehicles, on promotional material accompanying the product, on window stickers, on vehicles, billboard advertisements, on promotional goods such as pocket diaries, coffee mugs, coasters, doormats or any other application.

(h) it may use the Certification Mark on its web site, provided that the Certification Mark is obtained through the SGS Certified Clients Portal and installed in accordance with the provided instructions (which will provide a direct link to validation of the certificate) or is accompanied by a link to the SGS Certified Clients Directory (<https://www.sgs.com/en/certified-clients-and-products/certified-client-directory>) to enable separate verification.

(i) It will not, during the period of validity of the Certificate or thereafter, register or attempt to register

the Certification Mark or any imitation thereof, make or assert any claim of ownership to the Certification Mark and dispute the right of the Certification Body, its successors or assigns, to authorize the use of the Certification Mark as provided herein.

(j) It will, upon the suspension, withdrawal or cancellation of the Certificate, forthwith discontinue the use of the Certification Mark or any reference thereto and will not thereafter use any copy or imitation thereof.

(k) In case of take-over or merger, written permission from the Certification Body is mandatory in order to transfer the right to use the Certification Mark.

3.2 Use of the Certification Mark does not exonerate the Client from any liability imposed by law regarding the performance of its services and the performance, design, manufacturing, shipment, sale or distribution of its products.



## Regulations governing the use of SGS System Certification Marks

### 4. MONITORING THE CLIENT

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 management system 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 Certification 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 procedure that will be provided by the Certification Body upon request.

### 6. RENUNCIATION

The Client may renounce or suspend the use of the Certification Mark for a certain period of time. It will give the Certification Body

written notification and make all changes regarding 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 Certification Mark.

### 7. FINANCIAL CONDITIONS

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

### 8. 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 Appendix thereof.

### 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 Certification Mark or the conditions for obtaining said right. It will give the Client notification of the changes thereto and the Client will be obligated to apply all modifications resulting from said changes.

### 10. CHANGES TO THE REGULATIONS GOVERNING THE USE OF THE MARK

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) The Certification Mark shown in Appendix 1 is an example and the Certification Body will provide the Client with the right logo to be used.

(b) On documents printed in more than one colour, the Certification Mark should be used in priority in grey (pantone code 424) and in orange (pantone code 021). However, the Client may also use the Certification Mark in grey (65% screened black).

(c) On documents printed in one colour exclusively, the Client may either use the Certification Mark in grey and orange or in the exclusive printing colour (65% screened of the exclusive printing colour).



## Regulations governing the use of SGS System Certification Marks

(d) On documents printed in more than one colour or in one colour exclusively, the Certification Mark may also appear on coloured backgrounds when it remains clearly visible.

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

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

(g) The accreditation mark may only be used as provided by SGS in combination with the SGS mark and shall not be changed, amended or distorted in any way.

### APPENDIX 1

#### CERTIFICATION MARK (Example)



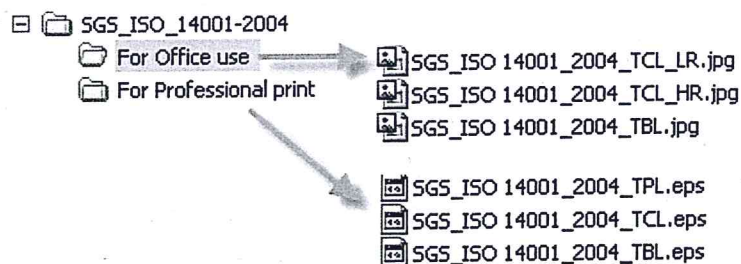
## INSTRUCTIONS FOR THE USE OF FILE IN THE PACKS OF MARKS

The content of each pack of marks is worked out to address SGS and its clients' needs. In each of the pack, you will find the mark in black & white and in colour. File formats provided allow professional print and office use.

The files are **ready for use** and must not be altered in any way.

Should you require a specific file format, or need further information please contact Corporate Communications at [sgs.brand@sgs.com](mailto:sgs.brand@sgs.com).

## CONTENT OF THE FULL PACKS



### FOR OFFICE USE

- **SCREEN USE** (Web, PowerPoint presentations), you may use the Low Resolution (LR) jpg file.
- To print on your **COLOUR OFFICE LASER PRINTER**, use the High Resolution (HR) jpg file.
- For **BLACK AND WHITE PRINT OUTS**, use the black and white jpg file (B).

### FOR PROFESSIONAL PRINT

To produce professional marketing material (brochures, flyers, directories...) provide your professional printer with the EPS files. Files are always High Resolution. They are made available in 3 different formats:

- eps Pantone (P)
- eps CMYK (C)
- eps black/white (B)

## NAMING CONVENTION

SGS\_Name of Standard\_XYZ\_LR.jpg or eps

Example: ISO 14001:2004 = Standard

SGS\_ISO 14001\_2004\_TCL\_HR.xxx

Standard      Text Colour Size      Resolution      File type

Text

SGS\_ISO 14001\_2004\_TPL.eps  
SGS\_ISO 14001\_2004\_TCL.eps  
SGS\_ISO 14001\_2004\_TBL.eps

Colour

SGS\_ISO 14001\_2004\_TPL.eps  
SGS\_ISO 14001\_2004\_TCL.eps  
SGS\_ISO 14001\_2004\_TBL.eps

Size of the mark

SGS\_ISO 14001\_2004\_TCL\_LR.jpg  
SGS\_ISO 14001\_2004\_TCL\_HR.jpg  
SGS\_ISO 14001\_2004\_TBL.jpg

T= Text / N=No text

P=Pantone,  
C=Colour,  
B= Black&White

L= Large size/S= Small size

SGS\_ISO 14001\_2004\_TCL\_LR.jpg  
SGS\_ISO 14001\_2004\_TCL\_HR.jpg  
SGS\_ISO 14001\_2004\_TBL.jpg

LR: Low Resolution  
HR: High Resolution

## **KNOWING MORE ABOUT FILE FORMATS**

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### **JPG FORMAT (RGB and 4-COLOURS)**

#### **1) JPG LOW-RES (RGB) – 72 DPI RGB**

Low-resolution pixelised format is suitable for use on-screen (websites, presentations, electronic mail etc). It can be commonly viewed and used in Microsoft office applications. They have a substantially smaller file size than high-resolution JPG formats.

#### **2) JPG HIGH-RES (4-COLOURS) – 300 DPI CMYK**

High-resolution pixelised format is suitable for non-professional print such as office laser printers. High-resolution JPG formats can be commonly viewed and used in Microsoft office applications (word, power point, excel...).

### **EPS FORMAT**

Vectorised format is to be used in professional print productions with all paper qualities and surfaces, stickers, etc. EPS files can only be opened on professional graphic design software.

## **INDEX**

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**RGB:** Red, Green, Blue

**CMYK:** Cyan, magenta, yellow, and key (black).

**LR:** Low resolution files

**HR:** High resolution files

# 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 Marks shown in Appendix 1 are an example and shall 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) "Accreditation Body" means the body that has accredited the Certification Body for certifying Conformity of Products.
- (b) "Accreditation Mark" means the Accreditation Body's mark licensed to the Certification Body and that may be sub licensed to the Client whose Designated Product has been successfully certified unless the Accreditation Body does not permit its use.
- (c) "Certificate" means the certificate of conformity issued by the Certification Body in respect of the Designated Products.
- (d) "Certification Scheme Identity" means the name or number indicated in the relevant standard(s)
- (e) "Client" means the company to whom a Certificate is issued.
- (f) "Codes of practice" means a technical document describing SGS Société Générale de Surveillance SA's conditions under which the Certificate and the Product Mark may be delivered, renewed, suspended or cancelled.

(g) "Communication Media" means Client's advertising such as advertisements, displays, posters, TV advertisements, promotional videos, web sites, brochures, delivery slips.

(h) "Designated Products" means the products to which it is proposed to apply the Product Mark.

(i) "Improper Use" of the Product Mark means any use which infringes these Regulations. It also means imitation, counterfeiting and dilution of the Product Mark.

(j) "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.

(k) "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 Product 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.

(g) When used on flags, on vehicles, on large boxes or on over-packing not reaching end users, on window stickers, on promotional goods such as pocket diaries, coffee mugs, coasters, doormats, the Product Mark shall be used without the Accreditation Mark.

(h) Where the accreditation body permits use of its mark by the Client it may only be used in combination with either Product Mark as supplied by the Certification Body and shown at Appendix 1 below on stationery and publicity material only where relevant to the scope of certification.

(i) It will not use the Certification Mark or the Accreditation Mark on test reports or certificates of compliance such as calibration certificates or certificates of analysis.

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

The SGS logo consists of the letters "SGS" in a bold, sans-serif font. A horizontal line is positioned below the letters, and a vertical line is positioned to the right of the letters, intersecting the horizontal line.

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.

## 8. FINANCIAL CONDITIONS

The financial conditions for authorisation to use the Product 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 Product 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) The Product Mark shown in Appendix 1 is an example and the Certification Body will provide the Client with the right logo to be used.

(b) The primary colors for the Product Mark are grey (pantone code 424) and orange (pantone code 021). The Product Mark may also appear on flat colored backgrounds when it remains clearly visible. For web use, a transparent Product Mark is also available.

(c) The Client may also use the Product Mark in grey (65% screened black).

(d) On documents printed in one color exclusively, the Client may use the Product Mark in the exclusive printing color.

(e) The certification mark can be enlarged as well as reduced as long as it remains legible.

(f) For Designated Products on which the Product Mark cannot be molded due to size or design constraints, a simplified Product Mark is available upon request.

1.



2.



The Certification Body Product Mark is in a period of phased transition from Mark 1 to the new Mark 2. Either shall be supplied and be valid for use for an interim period. Clients shall receive advance notification when Mark 1 is to be discontinued.

## APPENDIX 2

Information that must appear below the Product Mark on Communication Media

- (a) the Certification Scheme Identity incorporating the ISO country code of the issuing Certification Body followed by:
- (b) the standard particular name or code and
- (c) the serial number of the certification standard and
- (d) the serial number attributed to the Client.

## APPENDIX 3

Information that may appear below the Product Mark on Communication Media

- (a) The major certified characteristics of the product in a separate text box as agreed by the Certification Body;
- (b) The full name and address of the certified product manufacturer;
- (c) The wording "list of certified characteristics available upon request" or "list of certified characteristics available on [www.sgs.com/standard](http://www.sgs.com/standard)";
- (d) The full name and address of the Certification Body or the full name of the Certification Body with its abbreviated address or its telephone number.

WHEN YOU NEED TO BE SURE

**SGS**



## SGS CODE OF PRACTICE

### 1. INTRODUCTION

These Codes of Practice have been structured in accordance with the applicable requirements of the accreditation bodies whose accreditation is currently held by the Company above mentioned (the "Certification Body"). These Codes apply also to certification outside accredited schemes.

### 2. SCOPE

The Certification Body provides services to persons, firms or companies (each a "Client"). The Certification Body may provide its services directly or, in its absolute discretion, through (a) its own employees, (b) any SGS affiliated company or (c) any other person or organization, as may be entrusted by the Certification Body. Where part of the work is subcontracted to others, the Certification Body retains full responsibility for granting, maintaining, extending, reducing, suspending or withdrawing

certification and for ensuring that properly documented agreements are in place.

The Certification Body will notify its clients of any changes to the requirements for certification within a reasonable timeframe.

### 3. CONFIDENTIALITY

The Certification Body maintains confidentiality at all levels of its organization concerning information obtained in the course of its business. No information will be disclosed to any third party unless in response to legal process or required by an accreditation body as part of the accreditation process. The client's name, location, scope of certification and contact numbers may be entered into relevant directories. SGS maintains its own directory of certified clients which is publicly available via the SGS website. This will show the status of any suspended, cancelled or withdrawn certificated.

### 4. ORGANIZATIONAL STRUCTURE

A copy of the organization chart of the Certification Body, showing the responsibility and reporting structure of the organization, and documentation identifying the legal status of the Certification Body are available on request.

### 5. APPLICATION FOR CERTIFICATION

On receipt of a completed Questionnaire (provided by the Certification Body upon request), a Proposal is sent to the Client outlining the scope and costs of services together with an Application for Certification. Once the Application is returned, together with any due payments and controlled copies of relevant documentation and samples, the project will be allocated to an auditor who will be responsible for ensuring that the services are carried out in accordance with the procedures of the Certification Body.



## 6. CLIENT'S OBLIGATIONS

In order to obtain and retain certification, the Client shall comply with the following procedures and rules:

a. the Client shall make available to the Certification Body all documents, samples of products, drawings, specifications and other information required by the Certification Body to complete the assessment program and shall appoint a designated person who is authorized to maintain contact with the Certification Body;

b. the Certification Body, if not satisfied that all certification requirements are met, shall inform the Client of those aspects in which the application has failed;

c. when the Client can show that remedial action has been taken by it, within the time limit specified by the Certification Body, to meet all the requirements, the

Certification Body will arrange, at additional cost to the Client, to repeat only the necessary parts of the assessment;

d. if the Client fails to take acceptable remedial action within the specified time limit it may be necessary for the Certification Body, at additional cost, to repeat the assessment in full;

e. identification of conformity shall refer only to the sites or products assessed as specified in the Certificate and Assessment Schedule (if any) or other attachments which may accompany the Certificate.

f. Client shall when requested accommodate the presence of observers during assessments. E.G. accreditation auditors, or trainee auditors.

## 7. ISSUANCE OF CERTIFICATE

When the Certification Body is satisfied that the Client meets all the certification requirements,

it will inform the Client and issue a Certificate. The Certificate shall remain the property of the Certification Body and may only be copied or reproduced for the benefit of a third party if the word "copy" is marked thereon.

The Certificate will remain valid, until its expiry, unless surveillance reveals that the management system and/or products of the Client no longer meet the standards, norms or regulations.

The Company reserves the right to decide, on a case by case basis, at its sole discretion and after taking into account various local requirements, that the issuance of the Certificate will be conditioned to the full payment.

## 8. CERTIFICATION MARKS

Upon issuance of a Certificate, the Certification Body may also authorize the Client to use a designated certification mark. A Client's right to use any such mark is contingent on



maintaining a valid Certificate in respect of the certified management system or products and compliance with the Regulations governing the use of the mark issued by the Certification Body. A Client who has been authorized to use the mark of an accrediting body must also comply with the rules governing the mark of such body. Improper use of such a mark is non-conformity with certification requirements and could result in suspension of certification.

## 9. SURVEILLANCE

Periodic surveillances shall be carried out and shall cover aspects of the management system, documentation, manufacturing and distributing processes and products, depending on the type of certification services provided, at the discretion of the nominated auditor. The Client shall give access to all sites or products for surveillance purposes whenever deemed necessary and the Certification Body shall

reserve the right to make additional announced or unannounced audits as required either under the requirements of a certification scheme or as a result of a reported incident or complaint, or a breach of regulation necessitating the involvement of the competent regulatory authority.

The Client shall maintain a register recording all customer complaints and safety-related incidents related to the scope of certification, reported by an enforcing authority or users and make this available to the Certification Body on request. In addition, the client shall without delay inform the Certification Body of any serious incident or breach of regulation relevant to the scope of certification necessitating the involvement of the competent regulatory authority.

## 10. RENEWAL OF CERTIFICATION

Clients wishing to revalidate Certificates approaching the end of their cycles shall apply under the procedure set forth in Clause 5. Clients are generally informed of the requirement for renewal of the certification during the pre-renewal visit which is the last surveillance visit of each cycle, but sole responsibility for timely filing the renewal application shall be with the Client.

## 11. EXTENSION OF CERTIFICATION

In order to extend the scope of a Certificate to cover additional sites or products, Client shall complete a new Questionnaire. The application procedure outlined in Clause 5 will be followed and an assessment will be carried out on those areas/products not previously covered. The cost of extending the scope of certification will be based on the nature and programme of work.



Following a successful assessment an amended Certificate will be issued covering those aspects covered by the extended Certificate.

## **12. SYSTEM/PRODUCT MODIFICATION**

The Client shall inform the Certification Body, in writing, of any intended modification to the management system, products or manufacturing process which may affect compliance with the standards, norms or regulations. The Certification Body will determine whether the notified changes require additional assessment. Failure to notify the Certification Body of any intended modification may result in suspension of the Certificate.

## **13. PUBLICITY BY CLIENT**

In compliance with the applicable Regulations governing the relevant mark(s), a Client may render public that its relevant management system or products have been certified and may print the relevant

certification mark on stationery and publicity materials relating to the scope of certification.

In any case, the Client shall ensure that its announcements and advertising material do not create confusion or could otherwise mislead third parties about certified and non-certified systems, products or sites.

## **14. MISUSE OF CERTIFICATE AND CERTIFICATION MARK**

The Certification Body shall take suitable action, at the expense of the Client, to deal with incorrect or misleading references to certification or use of Certificates and certification marks.

These include suspension or withdrawal of Certificate, legal action and/or publication of the transgression.

## **15. SUSPENSION OF CERTIFICATE**

A Certificate may be suspended by the Certification Body for a limited period in cases such as the following:

a. if a Corrective Action Request has not been satisfactorily complied with within the designated time limit; or

b. if a case of misuse as described in Clause 14 is not corrected by suitable retractions or other appropriate remedial measures by the Client; or

c. if there has been any contravention of the Proposal, Application for Registration, General Conditions for Certification Services, these Codes of Practice or the Regulations governing the use of the certification mark; or

d. if products are being placed on the market in an unsafe or non-conforming condition.

e. if audits are not carried out within the prescribed timeframe.

The Client shall not identify itself as certified and shall not use any certification mark on any products that have been offered under a suspended Certificate.



The Certification Body will confirm in writing to the Client the suspension of a Certificate. At the same time, the Certification Body shall indicate under which conditions the suspension will be removed. At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the Certificate have been fulfilled. On fulfilment of these conditions the suspension shall be lifted and the Client notified of the Certificate reinstatement. If the conditions are not fulfilled the Certificate shall be withdrawn.

All costs incurred by the Certification Body in suspending and reinstating a Certificate will be charged to the Client.

## **16. WITHDRAWAL OF CERTIFICATE**

A Certificate may be withdrawn if (i) the Client takes inadequate measures in case of suspension; (ii) in the case of product certification, the products do not conform to the standards, norms or regulations or are no

longer offered; or (iii) the Certification Body terminates its contract with the Client. In any of these cases, the Certification Body has the right to withdraw the Certificate by informing the Client in writing.

The Client may give notice of appeal (see Clause 19).

In cases of withdrawal, no reimbursement of assessment fees shall be given and withdrawal of the Certificate shall be published by the Certification Body and notified to the appropriate accreditation body, if any.

## **17. CANCELLATION OF CERTIFICATE**

A Certificate will be cancelled if (i) the Client advises the Certification Body in writing that it does not wish to renew the Certificate or goes out of business, (ii) the Client no longer offers the products or (iii) the Client does not timely commence application for renewal.

In cases of cancellation no reimbursement of assessment fees shall be given and notified to the

appropriate accreditation body, if any.

## **18. RECOGNITION OF ACCREDITED ORGANIZATIONS**

The Certification Body, in its absolute discretion, generally recognizes the certificates issued by other accredited organizations where this does not compromise the integrity of a system or product certification scheme.

## **19. APPEALS**

The Client has the right to appeal any of the decisions made by the Certification Body.

Notification of the intention to appeal must be made in writing and received by the Certification Body within seven days of receipt of notification of the non-issue, suspension or withdrawal of the Certificate.

An Appeals Form will be sent to the Client for completion and must be returned to the Certification Body within 14 days of receipt, supported by relevant facts and data for



consideration during the Appeals Procedure.

All appeals are forwarded to the Certification Body and are put before the appeal's committee. The Certification Body shall be required to submit evidence to support its decision. Any decision of the Certification Body shall remain in force until the outcome of the appeal.

The decision of the appeal's committee of the Advisory Board shall be final and binding on both the Client and the Certification Body. Once the decision regarding an appeal has been made, no counter-claim by either party in dispute can be made to amend or change this decision.

In instances where the appeal has been successful and the Certificate issued or reinstated, no claim can be made against the Certification Body for reimbursement of costs or any other losses incurred.

## 20. COMPLAINTS

If anybody has cause to complain to the

Certification Body, the complaint shall be made in writing, without delay, and addressed to the Certification Manager of the Certification Body. If the complaint is made against the Certification Manager, the letter of complaint shall be addressed to the Managing Director of the Certification Body.

The complaint shall be acknowledged in writing following receipt. The complaint will then be independently investigated by the Certification Body and closed on satisfactory conclusion of the investigation. Following closure, the complainant will be informed that the investigation has reached its conclusion.

THE CERTIFICATION BODY RESERVES THE RIGHT TO ADD TO, DELETE OR CHANGE THESE CODES OF PRACTICE WITHOUT PRIOR NOTIFICATION.

UNLESS OTHERWISE EXPLICITLY AGREED IN WRITING, ALL SERVICES ARE PERFORMED ACCORDING TO THE

GENERAL CONDITIONS FOR GENERAL CONDITIONS FOR CERTIFICATION SERVICES. IN CASE OF CONFLICT WITH ANY OTHER PROVISION, THE LATTER SHALL PREVAIL.

القاهرة فى: ٢٧ يونيو ٢٠٢١

السادة / الهيئة العامة للمواصفات و الجودة

تحية طيبة و بعد ...

تشهد شركة SGS Egypt Ltd. إحدى الشركات المانحة و التى تعمل فى مجال منح شهادات أنظمة الجودة و المسجلة لدى هيئتك الموقرة برقم (CB08/09) بأن:

- اسم العميل: Petrochemical logistic Services (PLS)
- الحاصلة على شهادة المطابقة لمتطلبات النظام: ISO 45001:2018 و بياناتها كما يلى:-
- العنوان:

Plot 677 / 1570, Alexandria-Matrouh road, El Max, Alexandria, Egypt.

- رقم الشهادة: EG15/0761
- اسم الجهة المانحة الأم: SGS United Kingdom Limited
- تاريخ الإصدار: ١٦ يونيو ٢٠٢١
- تاريخ الإنتهاء: ٠٩ مايو ٢٠٢٤
- تاريخ آخر مراجعة: ١٢-٠٨ مايو ٢٠٢١ (تمت بنجاح)
- مجال المنح:

Manufacturing of Calcium Oxide

- كود مجال المنح: 12

كما نحيط سيادتكم علما بأنه طبقا لمراجعة التجديد التى تمت من قبلنا بتاريخ ١٢-٠٨ مايو ٢٠٢١ بأن الشهادة المشار اليها بعاليه صالحه خلال الفترة من ١٦ يونيو ٢٠٢١ حتى ٠٩ مايو ٢٠٢٢.

تتعهد SGS Egypt Ltd. بأنه فى حالة سحب الشهادة أو إلغائها أو تعليقها أو تعديل بياناتها سيتم إخطار الهيئة العامة للمواصفات و الجودة.

مدير إصدار الشهادات

أحمد حسام الدين

For. Ahmed Hassan El-Din



SGS Egypt LLC

9G Ahmed Kamel St. (off Laselky St.), New Maadi, Cairo

T: (+20 2) 27 26 3000 f(+20 2) 25 200 797 www.eg.sgs.com  
Membre of the SGS Group (Société Générale de Surveillance)