



ITC Certified Quality

RULES

**for Use and Administration of Quality Certification
Mark of Institut pro testování a certifikaci (Institute
for Testing and Certification), a.s.**

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1 INTRODUCTION

These rules for use and management of the Quality Certification Mark of the Institute for Testing and Certification, joint-stock company "ITC Certified Quality" (hereinafter the "Rules") are defined in compliance with the requirements of the international standard ISO/IEC 17030 *Conformity assessment – General requirements for third-party marks of conformity*, amending the former approach and procedures of the Institute related to granting of licences for use of the ITC certification marks to make them compliant with this internationally recognized standard.

2 PURPOSE OF RULES

The objective of the Rules herein is to define in a binding form the following:

- Procedures and conditions of issue, assurance and use, or limitation of use, of the ITC certified quality mark issued by the Institute. – "ITC Certified Quality" mark.
- The relations between the Institute for Testing and Certification, joint-stock company, with registered offices at Zlín, třída Tomáše Bati 299, Louky, 763 02 Zlín, Czech Republic, Business ID 47910381, VAT ID CZ47910381, entered in the Commercial Register of the Regional Court in Brno, Section/File no B/1002, (hereinafter "ITC" or "Institute") and businesses, natural persons - businessmen or businesses - legal entities (hereinafter "Companies"), striving for obtaining the right to use the certification mark as defined in section a) above.
- Licensing conditions for use of the certification mark as defined in section a) above.

3 ITC CERTIFIED QUALITY MARK OF THE INSTITUTE FOR TESTING AND CERTIFICATION, JOINT-STOCK COMPANY

The certification mark of quality issued by the Institute for Testing and Certification, joint-stock company - "ITC Certified Quality" (hereinafter for the purpose hereof just the "Mark") is to be placed on products, in documents and publications to denote compliance with certain specific requirements. For graphic form of the Mark see Annex P1 hereto.

The mark is one of the third-party conformity marks in the sense of the ISO/IEC 17030 standard, fully respecting the requirements thereof. ITC is the independent third party in this case. ITC comprises Division 3 (the Certification Division) responsible for management of the Mark system.



The Mark is mainly applicable to consumer goods of the food and non-food sectors including toys, textile and leather products and haberdashery, footwear, sports outfits and equipment, and further to products designed for contact with food and drinking water, LV electric appliances, building products, personal protective equipment and healthcare devices. The Mark is not applicable to medicinal products, transport means and building units.

The Mark is designed for placement on the product as such. Where this is not possible or practicable (exceptions may be represented by cases when placement of the Mark is not possible due to the physical dimensions of the product or where direct application is not appropriate for the product) then the Mark is placed on the package, on an attached tag, in the instructions for use of the product or in the accompanying product documentation.

The placing of the ITC quality mark on a product does not preclude the use of other certification marks, or the required CE mark of conformity as for the specified products.

If the Mark relates only to some parts of the product, ITC shall lay down in the specific Licensing Agreement the specific rules minimising the possibility of false or misleading interpretation within the meaning of the validity of the Mark for the whole product.

The references to the Mark may also be indicated in the documentation, the Company promotional materials, etc. When using or reproducing the Mark of any size, the Company is obliged to comply with the colour schemes, type font, and ratios given by the representations in Annex P1.

Use of the Mark is not compulsory in any area of product distribution or application. This, however, does not exclude the possibility of concluding an agreement between market players including product marking with ITC Certified Quality among the business terms and conditions of the client-contractor relations. On the contrary, agreements of this kind are desirable, as they help fulfil the objectives of the Mark.

The Mark may only be attached to the products in case of which the system administrator, i.e. the ITC Certification Division, verified the long-term ability to maintain conformity with the requirements for safety and quality of products, including for example performance, design, reliability and guaranteed storage period, hygienic and safety parameters, and the environmental impact.

The assessment of product conformity with the specific requirements is performed in compliance with the Rules herein by the qualified employees of the Certification Division of ITC the management system.

The Mark does not substitute the obligatory procedures of the specified products conformity assessment arising from Act No. 22/1997 Coll., as subsequently amended, and the implementing orders of the Government of the Czech Republic.

4 MARK OBJECTIVES

The most important objective of use of the Mark is to gain the confidence of the market, especially of the customers and end users, in the products the Mark is related to.

The means for the achievement of the said state are the following aspects of the Mark:

- a) A simple way of providing information about the level of safety and quality of the product to all stakeholders;
- b) Support for cooperation and communication between clients and contractors for the purpose of obtaining competitive products with high safety and quality standards;
- c) Improved image and support for marketing of high-standard products in replacement of products only meeting the minimum necessary legislative requirements;
- d) Information about successful assessment of the product conformity with specified legislative and technical requirements.



5 OWNERSHIP AND LEGAL PROTECTION OF MARK

ITC is the sole owner of legal ownership rights to the Mark. The Mark is registered and legally protected.

ITC is also the sole issuer of the Mark and the only entity eligible to grant the right to its use. Other entities may only be authorised to use the Mark on request and solely in the form of licence and under the terms and conditions laid down herein.

The licensee is contractually bound to observe these Rules. Any breach of these Rules will temporarily or permanently annul the right of the licensee to use the Mark (see the measures described in Chapter 11 below herein).

6 PRIMARY APPROVAL CRITERIA

The physical or legal persons (Companies) who produce or trade in the products the respective Mark is intended for are entitled to apply for the licence to use the Mark.

Companies may only obtain the licence if they completely accept these Rules including annexes forming an integral part hereof. Technical requirements for product properties, or characteristics of technological processes, are defined for every particular product by a binding technical specification forming an integral part of the contractual relationship between ITC and the respective Company. When assessing conformity for the purpose of the Mark issue certification scheme 2 pursuant to ČSN EN ISO/IEC 17067:2014 standard is applied: "This scheme includes surveillance, periodic marketed product sampling and analysing for the purpose of checking whether the produced items comply with the specified requirements as initially confirmed." The scope of conformity assessment activities for the Mark issue - product inspections, tests and analyses - is defined on the basis of the product typology and number in the individual product review activity contract.

The Mark may only be used by the companies licensed by ITC for that purpose. The use of the Mark is only permitted in compliance with the conditions laid down herein, which must be respective by the licensee under any circumstances.

The right to use the Mark on the products is conditional upon the satisfactory completion of the certification procedure, the results of regular checks and random checks of the products performed within the scope of supervision, and the fulfilment of the conditions laid down in the Rules herein.

The Companies may obtain the authorisation to use the Mark only with respect to the products:

- a) Marketed by the Company in compliance with all legislative requirements of the Czech Republic or the EU Member State where the product was marketed. This provision does not apply if the Company declares and documents in the contract that the product is exclusively made for countries outside the EU and the European Free Trade Association (EFTA) territory;
- b) Proved by evaluation, testing and experimental analysis performed by ITC to comply with the requirements for safety and quality laid down in the technical specification binding for the product. The technical specification of the product representing the subject of the contract must include both the applicable requirements of national and international legislative standards and the requirements laid down by ITC for the particular product(s);
- c) With ITC confirmed successful batch inspection;
- d) For which ITC issued the product certificate confirming product compliance with the requirements of the respective binding technical specification applicable to the product in question.

The tests and checks must be performed in the laboratories of ITC or on the premises agreed by ITC and the Company applying for the licence.

The right of the Mark use is not transferable to any other entity (company). In the case of the company merger or acquisition (change of owner) the right of the Mark use ceases. The licensee is liable to



inform ITC without undue delay about any change in the company structure, address or organisational form. On the basis of analysis of the situation ITC will decide about administrative and/or technical measures necessary for continued right to use of the Mark.

The Company may only use the Mark in the format (graphic representation, colours and dimensions) specified by ITC, and described in Annex 1 hereto. Copying of the Mark for a purpose other than specified in the licensing contract is not permitted and is considered violation of ownership rights of ITC to the Mark.

The ITC quality mark may only be used as a whole. Use of any separate part of the Mark in electronic or printed format is prohibited.

Sales support of the products bearing the Mark by the licensee may include reference to the right to the Mark use. The licensee is however liable to prevent any incorrect interpretation of the Mark purpose and use.

In order to avoid any misunderstanding, the Company shall be obliged to send ITC before the publication of the advertising and/or information used to promote the sale of products the detailed presentation of the contents of documents and wait for the written opinion of ITC approving or rejecting the proposal.

7 RIGHTS AND LIABILITIES OF LICENSEE

The Company holding the licence to use the Mark shall be entitled to:

- Publish information about acquisition of the right to use the Mark in the manner considered most appropriate by the Company but only in relation to the products for which the licence has been obtained;
- Place or have the Mark placed on the respective products or their package and their accompanying documentation.

The licence to use the Mark granted by ITC does not relieve the Company from liability to comply with all the legal obligations related to the supplied products, including the contractual obligations towards the Company's clients.

The Company holding the licence is the sole entity liable for the observance of the Rules herein including their annexes and ITC shall be held liable in this respect to neither any third parties nor end users.

The holder of the licence for use of the Mark is bound to:

- Archive certificates and technical documentation on the basis of which the certificates were issued at least for 5 years from the respective product manufacture discontinuation,
- Only place the Mark on products for which the licence has been issued,
- Assure all products marketed with the Mark to possess identical characteristics as the product type submitted to ITC for initial assessment, tests and analyses, make, manufacture and import just products identical with the certified type for which the licence to use the Mark was issued;
- Perform output checks of the products bearing the Mark, keep record of the checks and provide them on request to ITC representatives for the purpose of surveillance;
- Inform ITC about any product change and submit the changed sample for assessment. ITC shall in such case be liable to perform tests necessary for the decision about further use of the Mark and the licensee is bound to remove deviations (nonconformities) caused by the implemented modifications;



- Clearly distinguish in the price lists, catalogues and publicity materials products holding the right to use the Mark from the other products to eliminate the risk of incorrect interpretation of the right to use the Mark;
- Respect conditions following from these Rules;
- Provide ITC with the necessary assistance to enable inspection and surveillance visits to the manufacturing, testing and storage areas with the products holding the right to use the Mark for the purpose of review of their compliance with the requirements of the applicable specification;
- Allow ITC to take samples of products or their parts in the manufacturing, storage or installation areas, or on the market, for the purpose of confirmation of the product compliance with the certified type for which the right to use the Mark was issued;
- Keep record of complaints related to the Mark bearing products or the Mark as such, implement and record remedial measures, and provide the complaint protocols to ITC for review on request;
- Pay annual licence fee for use of the Mark;
- Reimburse the costs of initial assessment and subsequent surveillance.

The licence for use of the Mark issued by ITC (for products conforming to the necessary requirements) does not mean that ITC assures safety of the whole production. This mainly applies to the cases when the production is different from the ITC certified product type.

8 RIGHTS AND LIABILITIES OF ITC

ITC assures public availability of information about issued, suspended and withdrawn licences and certificates through the database of certificates accessible on the web site of ITC in the database search section – certificates (<http://www.itczlin.cz/databaze-certifikatu-vyrobyku-2.php>). ITC agrees to support and disseminate Mark information through direct communications, advertising, informative seminars, publications, specialised publications, press etc.

ITC shall assure confidentiality of all information, data or other accumulated records of the nature of industrial or business secret required from the Company (applicant for or holder of the licence) throughout the period - process - of the Mark obtaining and use. This does not affect the reporting liability in relation to the Institute for Technical Standardization and the Czech Business Inspection in legislatively stipulated cases.

9 CERTIFICATION PROCEDURE FOR GRANT OF THE LICENCE FOR MARK USE

9.1. APPLICATION FILING

The company seeking the licence for the Mark use must file a written application, ideally by filling the ITC template form, available on www.itczlin.cz or in the printed format from the registered office of ITC. The company may also use another form on condition of its including complete information as in the ITC template form. The contact points for the application filing are the secretariat of the Certification Division of ITC or the Centre 330 (currently applicable contact data are to be obtained from www.itczlin.cz).

A separate application must be filed for every product (hereinafter for the purpose hereof called "Type") for which the company seeks the right to use the Mark, or the licence. A Type (or Type series) may include more versions of the product on condition of these being interrelated and their differences not affecting the level of safety and/or qualitative characteristics or the product purpose and function. Assessment of the effect of these differences between product versions on the safety and quality level of the particular product is exclusive power of ITC, who will finally decide about the eligibility to



consider more product versions a single product type in the context of the application acceptance and technical documentation review.

The application shall at least include the following documents:

- Product name;
- Instruction for use, installation and maintenance, as the case may be;
- Potential limitations to the product use;
- Technical specification of the product;
- Drawing documentation where available;
- Place and method of manufacture;
- Target countries where the product will be sold;
- Methods and criteria by which the company will assure compliance of all pieces of the product with the product type for which the licence for the Mark use is sought.

9.2. APPLICATION REVIEW, CONTRACT

The application is registered by the Technical Secretariat of the ITC Certification Division. An expert appointed by the Director of the ITC Certification Division will perform a preliminary evaluation with a view to the verification of completeness and consistency of general information and submitted technical documents.

If, in opinion of ITC, the submitted documents are inadequate, inconsistent or insufficient, the certification procedure is suspended until the Company of the applicant does not meet the requirements for completing or modification of which it has been informed in writing by the appointed expert of ITC.

Contract

If the application review reveals no defects, ITC will officially inform the company of the applicant about the application acceptance and submit the draft contract including:

- a) The scope of conformity assessment;
- b) The price of the sampling, tests, analyses and all the required inspections for review of the product compliance with the applicable safety requirements;
- c) The price for the batch inspection performance;
- d) The price for the product certificate issue;
- e) Technical specification of the product or the price for preparation of binding technical specification where necessary;
- f) Date of completion of the certification procedure;
- g) Information about payment terms, usually including an advance payment specification;
- h) These Rules.

Continuation of the procedure of the licence grant, especially commencement of the tests and evaluation, is conditioned by consent of the applicant company with the proposed prices and written consent with these Rules including their annexes and the technical specification. The consent is expressed by the applicant company by execution of these Rules and the draft contract and by payment of the invoiced advances.



In specific cases where the products characteristics require so ITC only issues the proposal of the tests and analyses after a preliminary inspection visit to the place of the product manufacture, storage or installation. The preliminary inspection is performed in the scope agreed prior to the inspection commencement and charged to the applicant company in the agreed amount.

Technical Specification

If there is no binding technical specification for the product in question then ITC prepares one in cooperation with representatives of the applicant company pursuant to the following rules:

- a) In the case of harmonised products subject to the EU liability of conformity assessment pursuant to the new approach directives this specification should not omit any of the harmonised basic requirements for safety applicable to the product and its intended use.
- b) In the case of products outside the scope of this harmonisation the technical specification must respect all safety requirements in the sense of the Directive of the European Parliament and of the Council no 2001/95/EC on General Product Safety in the case of products imported from third countries, implemented in Act no 102/2001 Coll., on General Product Safety, as amended.
- c) The compulsory part of the specification is a definition of the scope and level of further requirements, limits or technological restrictions in excess of the scope of the basic requirements for safety as defined in sections a) and b) above. Specification of these requirements is exclusive competence of ITC.

The secretariat of the centre implementing the order submits the prepared specification to the statutory body of the applicant for approval and signature. Then the specification becomes part of the licensing procedure document dossier.

Product Samples

The conformity assessor responsible for the product requests provision or assures taking of a sufficient number of samples of the assessed product.

9.3. INITIAL PRODUCT TEST AND PARAMETER VERIFICATION

The conformity assessor responsible for the product submits the samples for testing to the accredited testing laboratories of ITC. In specific cases the tests are performed in another venue agreed between ITC and the applicant company. The laboratories proceed and issue test protocols in compliance with the relevant requirements of ČSN EN ISO/IEC 17025 standard. All results are submitted to the conformity assessor who assesses the product conformity to the technical specification included in the contract.

9.4. PRIMARY ASSESSMENT OF MANUFACTURING PROCESS AND QUALITY ASSURANCE SYSTEM - BATCH INSPECTION

In case of positive result of the Type conformity assessment with the technical specification, ITC shall perform the initial inspection of one production lot, e.g. by means of the testing of the selected parameters of random samples, or by the evaluation of the level of the output check and its results.

The inspection includes visit to the production site or the warehouses during which the engineers of ITC take several samples from the production lot according to the procedure determined in advance.

In the course of the inspection, ITC shall evaluate the elements of the quality management system that are related to the products for which the Company applies for the right to use the Mark.



In case of inspection in the warehouses of the Company importing the products, an increased emphasis is placed on the statistically founded sampling and scope of testing of the samples from the production lot.

The selected samples shall be forwarded for the respective evaluation the scope of which is given in the specific dispatch notes of samples.

Upon the completion of the testing, ITC shall issue the inspection report summarising the results of the quality management evaluation and the results of the tests of collected samples.

The costs of the inspection are calculated by ITC on the basis of the hours necessary to be spent by the inspection, the related travel costs and the price of the tests. These costs are specified in the draft contract pursuant to Chapter 9.2 above.

9.5. MARK USE CERTIFICATE AND LICENCE ISSUE

On the basis of the sample conformity with the specification and successful progress of the batch inspection ITC issues the product certificate, see Annex 3 hereto, and submits it to the applicant company. The certificate validity is limited by its expiration date (the certificates are issued for 3 years) and positive results of interim inspections performed in the context of surveillance over compliance with the conditions laid down by these Rules (the surveillance procedure takes place periodically with the minimum periodicity of once a year).

ITC shall prepare the draft licensing agreement specifying the conditions of the use of the Mark and the method of payment of the licence fee and the Technical Secretariat of the ITC Certification Division shall send the draft to the statutory representative of the Company of the applicant for approval and signing.

Detailed conditions of the Mark use include the text placed in the defined section of the Mark (between the strips lining the upper and the lower edge of the Mark - see the "flexible text" in the figure in Annex 1 hereto) related to the product properties. Accurate wording of this text is decided by the Certification Division of ITC on the basis of the applicant company proposal.

The right to use the Mark is granted to the Company on the basis of the fulfilment of all the following conditions:

- Execution of these Rules and the related Annexes forming an integral part hereof;
- Execution of the licensing contract;
- Payment of the annual licensing fee for use of the Mark.

In case of negative results, the Company may apply for the licence to use the Mark for the given Type only after such modification of the product that ensures its conformity with the respective requirements of the technical specification.

The said request shall be regarded from the technical as well as economic point of view as a new application on the basis of which the whole procedure is repeated.

The determination of the scope of tests and verifications performed on the "modified type" with a view to confirming conformity with all the relevant safety requirements, while taking into account the results achieved before the modification, is within the exclusive power of ITC.

9.6. SURVEILLANCE OF PRODUCT FOR WHICH THE LICENCE FOR MARK USE WAS ISSUED

ITC hereby reserves the right to surveillance over the product with the right to use the Mark. The purpose of the surveillance is assessment of permanent conformity of the product with the requirements of the specification included in the application and/or in the certificate and assurance of



permanent credibility of the Mark. The conformity assessor (employee of ITC) performs periodic inspections in the context of the surveillance using the following procedures:

- Tests with minimum frequency of once a year and product property verifications against the issued licence for the Mark use on samples taken on the market (at the product sales point(s)). Selection of specific tests and verifications is exclusive competence of ITC. The tests are performed in *ITC laboratories or in another venue agreed between ITC and the licensee. An inspection protocol is issued with the test results.*
- Surveillance visits with the frequency of at least once a year in the place of the licensed Mark holding product manufacture, testing, storage or installation. The surveillance procedure is governed by the *Work Regulation of ITC C-00-08 Quality Assurance System Assessment.*
- This stage of product surveillance can be replaced with submission of a valid quality management system certificate pursuant to ISO 9001 by the licensee if:
 1. The certificate was issued by an accredited certification authority, and
 2. The certificate relates to the "ITC Certified Quality" licensed manufacture of the products in question.

The price of the surveillance is specified by ITC on the basis of the product types and numbers submitted for the verification. The price is paid in full by the licensee.

10 LICENCE VALIDITY

10.1. LICENCE EXPIRATION

The licence (the right to use the Mark) is valid for three years from the date of issue. The right to use the Mark expires after elapse of this period.

The said period may be shortened in case of withdrawal of the licence to use the Mark under the conditions laid down in the Rules herein.

10.2. LICENCE RENEWAL

Licence renewal must be **requested in writing two months before** the existing licence expiration date. The template licence renewal form is available on www.itczlin.cz or in the registered offices of ITC.

11 LICENCE SUSPENSION OR DISCONTINUATION, WITHDRAWAL FROM RIGHT TO USE LICENCE

11.1. LICENCE VALIDITY SUSPENSION

Licence suspension is a measure for protection of the Mark reputation and the system functionality. ITC will suspend the right to use the Mark in the following cases:

- On the basis of written request of the licensee for validity suspension for justified technical or organisational reasons;
- In the case of a delay in payment of the agreed fees;
- In the case of refusal of the licensee to undergo the surveillance visits and tests pursuant hereto;
- In the case of a finding that the product (or part of the product series) does not meet the requirements specified in the application.



If the licence validity is suspended the licence is temporarily invalidated for the period of the suspension. ITC makes the licence suspension information public in the database of certificated on www.itczlin.cz and takes other measures as are deemed appropriate.

The maximum period for a licence suspension is 12 months. The decision about licence suspension is communicated to the respective licensee in writing. The communication includes the licence suspension justification, period and conditions to be fulfilled for the suspension to be cancelled and the licence validity to be renewed, including the deadline for remedy of the drawbacks or nonconformities.

If the causes for suspension are not within the prescribed time limit removed, ITC may agree with the Company upon another suspension of the validity, if the first suspension of the licence was stipulated for the period shorter than twelve months, or it may immediately withdraw the licence.

The Companies with the suspended licence shall:

- Not use the Mark until notification about the suspension cancellation;
- Take measures required by ITC for the purpose of remedy of the causes of the suspension.

ITC may also suspend a licence on the basis of third party complaint or petition. The complaint about insufficient safety of a Mark bearing product can be filed by any natural person or legal entity whose identification data may be kept confidential on its request.

ITC can check the grounds for the complaint by extraordinary surveillance visits or tests. In the case of unjustified complaint the price for the complaint review will be charged to the complainant; on the other hand if the tests justify the complaint then the costs will be charged to the licensee. The licensee shall be liable to pay the annual licence fee for use of the Mark even for the period of the licence suspension.

11.2. WITHDRAWAL FROM LICENCE BY LICENSEE

The Company shall be entitled to waive the right to use the Mark:

- a) If the Company does not accept any changes or revisions of these Rules;
- b) If the Company does not accept changed prices of ITC services;
- c) On the basis of written request for organisational or technical reasons (such as in the case of discontinuation of manufacture of the product for which the licence was granted, or in the case of bankruptcy or liquidation of the licensee)

Upon the waiver, the Company shall be obliged to:

1. Remove from the products, their packaging materials, technical and promotional documents all symbols and references to the licence for use of the Mark;
2. Withdraw (destruct) all documentation and promotional materials including any form of reference or symbols related to the licence for use of the Mark;
3. Inform ITC in writing in a documented manner (for example by registered letter) about fulfilment of these requirements in 60 days from the withdrawal date;
4. Return the original ITC certificate.

If the licensee fails to inform ITC in 60 days from waiver of the right to use the Mark about fulfilment of the liabilities pursuant to the previous paragraph then ITC is entitled to publish the information about the waiver of the right to use the Mark by the Company on the ITC web site or by other information means deemed appropriated by ITC. However, ITC may only do this after 15 days from informing the licensee in writing about its intention to publish this information.

This does not affect the right of ITC to apply in the usual way the legal protection of the registered Mark.



ITS reserves the right to refuse an application for the licence filed by an applicant company having waived the right to use the licence in the past. If ITC accepts such a new application of a company having withdrawn from a licence contract in the past then ITC can first do this after 6 months from the previous withdrawal.

11.3. LICENCE CANCELLATION BY ITC

ITC shall be entitled to withdraw the licence on the basis of the following grounds:

- a) Repeated violation of the requirements and procedures following from application of these Rules;
- b) Failed or insufficient remedy of the causes of the licence suspension after elapse of the maximum deadline of 12 months;
- c) Lack of cooperation on the part of the licensee;
- d) Unpaid financial liabilities due by the licensee;
- e) Discontinuation of the product or products for which the licence was issued, unless the company has already notified ITC about its intention to withdraw from the licence;
- f) Unauthorised use of the Mark by the licensee.

ITC shall notify the Company of its decision to withdraw the licence by registered letter specifying the grounds for and the obligations of the Company after the withdrawal of the licence.

Upon the withdrawal of the licence, the Company shall:

1. Remove from the products, their packaging materials, technical and promotional documents all symbols and references to the licence for use of the Mark;
2. Withdraw (destruct) all documentation and promotional materials including any form of reference or symbols related to the licence for use of the Mark
3. Inform ITC in writing in a documented manner (for example by registered letter) about fulfilment of these requirements in 60 days from the licence cancellation date;
4. Return the original ITC certificate.

If the licensee fails to inform ITC in 60 days from the licence cancellation about fulfilment of the liabilities pursuant to the previous paragraph then ITC is entitled to publish the information about the licence withdrawal on the ITC web site or by other information means deemed appropriated by ITC. However, ITC may only do this after 15 days from informing the licensee in writing about its intention to publish this information.

This does not affect the right of ITC to apply in the usual way the legal protection of the registered Mark.

11.4. APPEALS, OBJECTIONS, COMPLAINTS

ITC deals with appeals, objections, complaints and disputes submitted by its licensees. All complaints, appeals and objections are treated in compliance with the internal bylaw of ITC "Complaints", received and recorded by an authorised employee of ITC who issues a complaint protocol and submits it with the complaint to the certification division manager for settlement. Any complaint must be responded to in 10 days from its registration

Anonymous complaints are not settled, just recorded.

All external complaints are accepted if in writing and delivered by ordinary post to the following address:

Institut pro testování a certifikaci, a. s. or by e-mail: director@itczlin.cz;



třída Tomáše Bati 299, Louky
763 02 Zlín

iskrivankova@itczlin.cz;
jsimkova@itczlin.cz

For better identification the header of the letter or the subject of the e-mail should read "COMPLAINT".

The licensee whose licence was suspended or withdrawn by ITC may ask in writing for a meeting with ITC representatives in 15 days from the date of the written notification of the licence withdrawal.

12 SANCTIONS

If ITC finds any use of the Mark contrary to the manners specified under the Rules herein, or use that could bring the Mark into disrepute, it shall exercise forthwith any of the following sanctions:

- a) Temporary suspension of a licence for use of the Mark;
- b) Permanence licence cancellation;
- c) Non-renewal of licence.

If the licensee does not agree with the sanction imposed by ITC he may ask for a revision of the decision by written request delivered to ITC in 15 days from receipt of the notification related to the imposed sanction. The procedure described in article 11.5 is applied to settlement of these cases. Appeal.

In addition to the said immediate sanctions, ITC as the owner of the Mark shall be entitled to take any legal measures with a view to preventing any misuse of the Mark by the Companies or other third parties.

13 CONFIDENTIALITY AND SECRECY

When obtaining access to information needed by ITC for appropriate assessment of compliance with the requirements of "ITC Certified Quality" ITC keeps confidential all client information related to the assets of the licensee, except for the information shown in the certificate. The distinction between confidential and public information is made in the contract with the licence holder.

Providing or disclosing any part of the documentation to a third party is possible only with the written consent of the Company.

ITC assures public availability of information about issued, suspended and withdrawn licences and certificates through the database of certificates accessible on the web site of ITC in the database search section – certificates (<http://www.itczlin.cz/databaze-certifikatu-vyrobku-2.php>).

14 CHANGES IN RULES AND ANNEXES

ITC shall be entitled, in compliance with the up-to-date state of legislation, science and technology, to modify the Rules herein or the technical specifications related to the specific products – the subjects of the licence for the right to use the Mark.

Information about the currently valid wording of the Rules of the "ITC Certified Quality" service can be found on www.itczlin.cz.

ITC reserves the right to unilateral modifications of the annexes to these Rules as it shall deem appropriate. ITC is liable to inform the licensee about the performed changes.



ITC is liable to inform the licensee in writing (for example by registered letter) about the performed changes and all modifications which the product must comply with. The manufacturer is liable to inform ITC by registered letter in three months whether the proposed changes are going to be respected by it. Non-agreement of the licensee with the implemented changes constitutes the reason for withdrawal from the licence in the sense of article 11.2 above herein.

The licensee is entitled to propose rules changes deemed appropriate by it. Acceptance/refusal of the proposals is exclusive right of ITC.

15 FINAL PROVISIONS

The Institute for Testing and Certification, a.s. as well as the Company seeking to obtain the right to use the certification mark declare they will conform to the provisions of the Rules herein in the course of the process of certification leading up to the issue of the Mark as well as in the period of use of the Mark by the Company on the basis of the issued certificate and the subsequently concluded Licensing Agreement.

The Rules herein relate only to the products for which the Company applies for the right to use the ITC Certified Quality mark and do not relate to other business relations possibly entered into by ITC and the Company.

In, date:

In Zlín, date:

Statutory representative of the
Company

Name, signature and seal

RNDr. Radomír Čevelík
Deputy President of Management Board

ANNEX 1 - SPECIFICATION OF MARK GRAPHICS

Templates for the certification mark in colours and in shades of grey.

The detailing text between the strips marking the upper and the lower edge of the mark is optional (flexible text) and is formulated in the licence contract on the basis of agreement between the Mark user and ITC.

Example:



INSTITUT PRO TESTOVÁNÍ A CERTIFIKACI (INSTITUTE FOR TESTING AND CERTIFICATION), a. s. (joint-stock company), ZLÍN



Template:





FLEXIBLE TEXTS (optional on agreement)

PERMANENT TEXT

Font: AvantGarde CE CondMedium (Adobe Font Folio C set),
The smallest recommended size of the logo including the frame is 21 mm (font size 4b)



	Pantone Solid Coated	CMYK	RGB
Blue:	PAN xxx C	100, 83, 0, 22	R 23, G 45, B 107
Grey-blue	PAN yyy C	22, 9, 0, 1	R 178, G 200, B 229
Red	PAN zzz C	0, 95, 64, 0	R 221, G 53, B 76

In, date:

Statutory representative of the Company
Name, signature and seal



ANNEX 2 - RULES OF CERTIFICATE USE

Rights of certificate holder:

Publish complete or selected information on the certification in relation to the product or activities listed in the scope of the certificate applicability throughout the effectiveness period of the certificate:

- In all business correspondence, product catalogues, bids and tender applications,
- In advertisements and other forms of promotion and publicity of the company,
- In the documentation related to the certified product, process or service.

Liabilities of certificate holder:

- Statement of the whole certificate registration number in all written communication.
- Notification of the certification centre of the Institute for Testing and Certification, joint-stock company (hereinafter ITC) about all changes that might impact quality and/or safety of the certified product (change in technology, raw materials, technical requirements for the product, manufacture organisation etc.).
- Acceptance of ITC surveillance visits and conclusions drawn on the basis of these visits throughout the effectiveness period of the certificate.
- Cessation of use of the certificate (including all references to it) after the certificate expiration.
- Keeping record of all complaints and remedial measures.

Incorrect Use or Abuse of Certificate

Incorrect use of the certificate means any handling of the certificate not in compliance with the agreed rules but without causing any substantial damage to ITC and not done intentionally for the purpose of obtaining unfair advantage.

In the case of any such incorrect use the certificate validity will be suspended until complete remedy. ITC shall inform the client using the certificate incorrectly by registered letter without undue delay. ITC shall request the client's standpoint within an appropriate deadline including specification of the remedial measures to be taken.

If the client responds within the required deadline and immediately takes the remedial measures with effective elimination of the undesirable condition then further investigation is desisted from (following a check of timeliness, effectiveness and completeness of the remedial measures taken).

In such case the certification centre of ITC will cancel the certificate validity suspension.

If the certificate holder fails to respond within the required deadline or if its standpoint to the finding is negative or the remedial measures taken do not immediately and effectively eliminate the undesirable state then the certificate is taken away from the holder.

Certificate abuse means handling the certificate in a manner breaking the agreed rules, damaging ITC and done intentionally with the aim to obtain unfair advantage.

Proceedings in court are not excluded in the case of proof of material damage to ITC by the certificate abuse. This also applies to cases when the certificate holder refuses to remedy the abuse.

A similar approach is applied by the ITC certification centre in the case of the certificate falsification.

Reasons for Termination of Use of Document of Certification

Certificate holders are notified by ITC of the fact that if any of the following circumstances occurs then the certificate holder will be liable to stop using the document of its certification immediately:

- In the case of the certificate forfeiture, expiration, suspension or withdrawal.



- In the case of change of the quality management system of the certificate holder in a manner not acceptable by the ITC certification centre and/or where there is a grounded expectation of a reduction of the certified product quality
- In the case of other circumstances that might unfavourably affect the product quality.

Certification Marks

Use of quality marks offered by ITC is governed by ITC in-house rules of use.

In Date

.....
Statutory representative of the Company

Name, signature and seal



ANNEX 3 - PRODUCT CERTIFICATE TEMPLATE

INSTITUT PRO TESTOVÁNÍ A CERTIFIKACI, a.s. [INSTITUTE FOR TESTING AND
CERTIFICATION, joint-stock company]

Zlín, Czech Republic – www.itczlin.cz

CERTIFICATE

No. 15 0XXX V/ITC

certifying that the product (product series)

XXXXXX

Types xxxx

Marketed by

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXX

Business ID: yyyyyyyyyyyyyy

Complies with the requirements of the following technical specification:

XXX

The ITC product certification authority applied certification scheme 2in compliance with ČSN EN ISO/IEC 17067:2014 standard and the relevant parts of the above-mentioned specifications with a positive result. The certificate at the same time confirms that the manufacturer has an established system for stable quality assurance.

This certificate was issued on the basis of product description, documentation and test and evaluation results specified in the Final Protocol no 3130XXXXX/20xx.

Conditions of certificate use and related information:

1. *This certificate only related to the above-mentioned product models.*
2. *The manufacturer is liable to assure conformity of all products of the given model with the type assessed for the purpose of this Certificate issue.*
3. *Validity of this certificate is conditioned by positive results of control test and evaluations performed at least once a year by the Institute for Testing and Certification, joint-stock company.*
4. *The manufacturer is liable to inform the Institute for Testing and Certification, joint-stock company, about any change of raw materials, manufacturing technologies and the quality management system that might affect properties of the marketed product.*
5. *When using the Certificate the Certificate holder shall observe the Rules for Use of Certificate accessible on www.itczlin.cz.*

Date of issue: yyyyyyyyyyyyyy

Ing. Pavel Vaněk



Expiration date: yyyyyyyyyyyy

Certification Division Manager

ANNEX 4 - MARK USE LICENCE TEMPLATE

Licence for Use of

"ITC Certified Quality"

Mark number: 00XX/20XX Q



The Institute for Testing and Certification, joint-stock company, on the basis of the evaluation result specified in the Final Protocol no xxxxxxxxxx of xxxxxxxxx hereby grants licence to

Company name
Street and number
Post code and city
Czech Republic
Business ID:

In compliance with the Rules for Use and Management of Certified Quality Mark of the Institute for Testing and Certification, joint-stock company, "ITC Certified Quality" for use of the Mark by the following product:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(for specification see enclosure hereto)

This licence permits its holder to attach the Mark to the products conforming to the evaluated type listed in Certificate no XX XXXX Y/YY. This Certificate may be cancelled pursuant to the relevant provisions of the General Rules in their part concerning withdrawal from the licence or cancellation of the licence.

Date of issue: yyyyyyyyyyyy

Ing. Pavel Vaněk

Expiration date: yyyyyyyyyyyy

Certification Division Manager