

ANNEX 16

CU Inspection Regulation

This Regulation applies to all programs where reference is made to this Regulation in the contract, but at least for the following:

- Textile Certification
 - Global Organic Textile Standards
 - Textile Exchange Standards
- Inspection programs¹

¹Only Paragraph 3 of Chapter 1 applies for these inspection programs

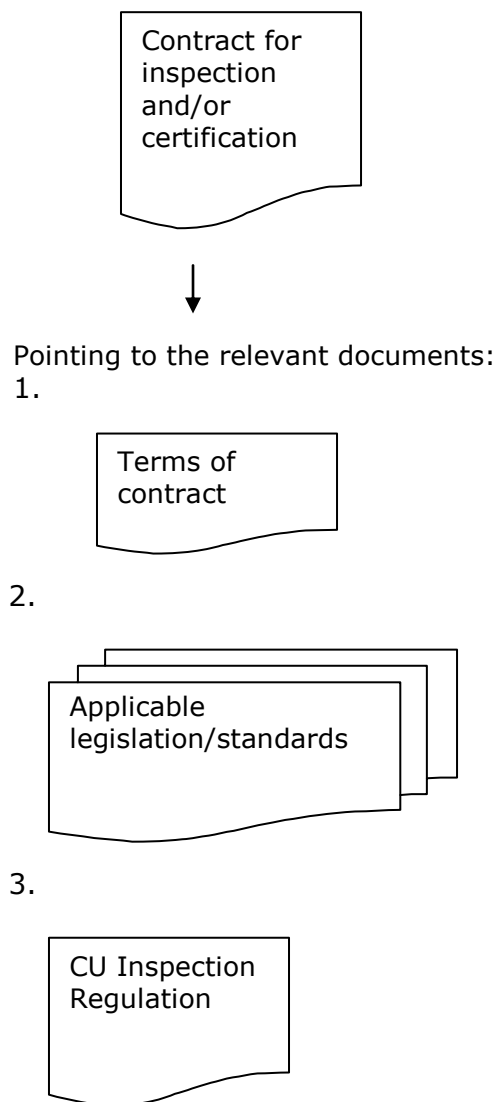
CU Inspections & Certifications India Private Limited
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India

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CU Inspection Regulation

Introduction and Scope

This Inspection Regulation contains regulation regarding the policy of CU Inspections & Certifications India Private Limited (CU) on inspection and certification. It mentions what your rights and obligations are, as well as those of CU. It also mentions additional rules for specific programs. It contains contract related regulation as well. In this sense the Inspection Regulation is complementary to the applicable standards, the offer letter, as well as the Terms of Contract. Please refer to the structure diagram below.



The Inspection Regulation consists of several chapters. Chapter 1 contains general rules that are applicable for all clients concerned and contains the following paragraphs:

- 1.1 Applicability
- 1.2 Definitions
- 1.3 Inspection
- 1.4 Inspection report
- 1.5 Certification
- 1.6 Certificates
- 1.7 Use of indications and symbols
- 1.8 Appeals and complaints
- 1.9 Final provisions
- 1.10 Policy of taking over projects certified by other certification bodies.

The other chapters contain rules specified for individual certification programs. In every sentence where the singular form is in a context, the plural form should be supposed. This is also the case for male and female word expressions.

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Chapter 2- Additional rules for the certification programs: Indian standards for Organic textiles

Chapter 5 – Additional rules for the certification programs: Global Organic Textile Standard (GOTS), Textile Exchange Standards (OCS, CCS, GRS, RCS).

1 Requirements for Inspection and Certification

1.1 Applicability

Article 1 Applicability

1. This Regulation has been adopted by the Managing Director of the private limited company CU Inspections & Certifications India Private Limited (CUICIPL) on 1st July 2013, and can be referred to as **CU Inspection Regulation**.
2. The Managing Director CUICIPL has the right to change or extend this Regulation by amendments. The amendments shall be highlighted in italics.
3. The CU Inspection Regulation and the amendments shall be published within one month after the Managing Director CUICIPL has adopted them.
4. For any change or extension of this Regulation, a transition period is given. In all cases where no transition period for the individual amendment is given, a transition period of three months after the adoption will apply.
5. The CU Inspection Regulation is applicable for all programs mentioned in "Introduction and Scope".
6. In any case where conflicting rules in both the client contract and the CU Inspection Regulation are encountered, the client contract shall overrule the CU Inspection Regulation.
7. CU Inspections & Certifications India Private Limited commits itself to conduct its activities impartially and in a professional manner. CUICIPL understands the importance of impartiality in carrying out its certification activities, managing conflicts of interest and ensuring the objectivity of its management system certification activities.

1.2 Definitions

Article 2 Definitions

This document adopts all definitions as defined by:

- Global Organic Textile Standards (GOTS)
- Organic Exchange Guidelines
- Organic Content Standards
- Content Claim Standards
- Global Recycling Standards
- Recycled Claim Standards
- ISO/IEC Guide 17065
- ISO/IEC 17021-01.2015

This document uses the following additional definitions:

- Appeal Formal notification of disagreement with a certification decision by CUICIPL.
- Audit A systematic assessment to substantiate whether activities and related results comply with the planned arrangements and whether these arrangements are implemented effectively and are suitable to achieve objectives.
- Auditor A person who carries out an audit. Auditor is responsible for the reporting to the Program Manager or Certifier.

- Certification An action by a party (in this case: the certification body, CUICIPL) to confirm there is satisfactory confidence that a sufficiently identified product, process or activity is in conformity with a standard, regulation or rule.
- Certification body A body that conducts certification of conformity.
- Certification programs A system (or program) that has its own procedure and management for carrying out certification of conformity.
- Certifier A person who, under supervision of the Program Manager, is responsible for marketing of the program, instructions to the (Senior) Inspector/Auditor, certification decision, reporting to the client, issuance of certificates, customer relations and post certification activities.
- Claim: Request for Financial settlement
- Client A contract partner of CUICIPL for inspection and certification programs, with the aim of being inspected and certified.
- Client contract A written agreement between CUICIPL and the client concerning all rights and duties concerning a CU certification program. The client contract does not indicate that the client is certified.
- Client number A unique number that CUICIPL provides the client to identify himself as a CUICIPL client. The client number does not indicate that the client is certified.
- Complaint A formal expression of dissatisfaction regarding a CUICIPL employee's behaviour, CUICIPL methodology, or work executed under contractual responsibility.
- CUICIPL branch office CUICIPL office that is legally entitled to represent CUICIPL.
- CUICIPL head office CUICIPL office situated in Navi Mumbai, India where development and maintenance of inspection and certification programs takes place.
- Evaluation A systematic assessment of the extent to which a system, product, process or service fulfills a specific requirement.
- Inspection An investigation by means of competent judgement and/or by means of testing of a product, process or activity and determination of its conformity with a standard or other normative document; this includes inventories (first inspections).

- Inspector A person who is responsible for the execution of inspections and reporting to the Program Manager or Certifier and client.
- Non-conformity A deviation from specified requirements, or the failure to maintain one or more required management system elements.
- Origin For the purpose of issuing a GMO free declaration: Cultivation, production or breeding method to create or change the original organism (e.g. organic production method, gene technology as described on article 2 of Directive 90/220/EEC by the council of 23 April 1990 concerning the introduction of genetically modified organisms in the environment on purpose.
- Processing unit A company or company unit where actions are carried out defined under "preparation" in the distinct normative documents.
- Product specification A declaration in which a producer / processor specifies all ingredients in the product concerned.
- Program Manager A person who is responsible for the development and maintenance of a certification program and quality systems.
- Scope Certificate A document issued under the rules of a certification system, demonstrating that adequate confidence is provided that a duly identified product, process or service is in conformity with a specific standard or other normative document.
- Source The location where the product comes from.
- Standard A document established by CU or any other body that provides rules and requirements for activities or their results.
- Transaction Certificate A certificate in which CU declares – based on an issued scope certificate – that the production process of a certain lot of products is inspected and positively evaluated.

1.3 Inspection

Article 3 Conditions for inspection	
1	By accepting any offer made by CU Inspections & Certifications India Private Limited, the client enters into an agreement with CUICIPL on the terms and conditions as specified in such offer letter as well as in all other documents (including the terms of contract) which are and have been declared applicable to the agreement.
2	In the event that it is not possible to carry out the inspection at a relevant time because of delayed payment, CUICIPL has the right to postpone or cancel the inspection and certification.
3	In the event that it is not possible to carry out the inspection due to safety issues (e.g. in the event of unforeseen natural disasters or political instability), CUICIPL has the right to postpone or cancel the inspection and certification. The decision is among others based on internationally and locally available information. If the inspection is cancelled, CUICIPL shall inform the client as soon as possible. CUICIPL shall decide on a case-by-case basis whether the certification can take place on the basis of other information or the certification has to be cancelled.
4	If the objectivity of the inspection is compromised, the Inspector has the right to abort the inspection. Reasons can be for example the interference of accompanying persons or refusal to grant access as requested by the Inspector. All costs arising from this case are charged to the client.
5	The client shall not have the right to choose or recommend inspectors
6	The clients shall have the right to be informed about the identity of the inspector before inspection visit through a audit plan and to raise objections related to any potential conflict of interest.

Article 4 Inspector	
1	The CUICIPL Inspector shall be able to identify himself with a valid CUICIPL identification card.
2	The CUICIPL Inspector shall operate in conformity with the CUICIPL procedures.
3	The CUICIPL Inspector shall also respect the CUICIPL Code of Conduct, which is signed by him/her.

Article 5 Inspection	
1	CUICIPL has the right to carry out announced and unannounced inspections. CUICIPL has the right to carry out additional inspection activities for certification purposes and to charge the costs in addition to the fees as stated in the client contract.
2	CUICIPL has the right to request additional information whenever it believes this to be necessary to guarantee that the regulations are observed and are verifiable.
3	If requested by CUICIPL, translation services from the local language into a language chosen by CUICIPL staff shall be provided. CUICIPL shall decide whether CUICIPL or the client shall provide the Inspector translation services. The costs will be charged to the client.

Article 5a Subject of evaluation	
1	During the inspection performed after the application for a new or changed Certificate, the requirements for the process of preparation or marketing can be evaluated in a comparable process. Comparable process can also be defined as preparation or marketing of the same or comparable conventional product.
2	If a Certificate was granted based on review of the comparable process, the client is obliged to inform CUICIPL before first processing. CUICIPL may decide to carry

	out an additional evaluation.
Article 5b Method of evaluation/inspection	
Evaluation whether the applicable requirements are met can be performed by the following methods:	
1	Administrative evaluation at a CUICIPL Office;
2	Physical and administrative evaluation at the client's project or elsewhere;
3	Sampling and analysis;
4	Interviews;
5	Cross-checking information received from all of the above.

Article 6 Samples	
1	The Inspector has the right to take samples for analysis.
2	When samples are taken, the Inspector shall provide the client with a duplicate of the sample that is taken.
3	CU shall carry out the analyses on samples by laboratories that are accredited according to EN 45001 / ISO/IEC 17025 for the applicable matrix and inform the client as soon as the results are available.
4	If the results of the analyses prove that the applicable regulations are not complied with, may the results cause changes in the certification.

Article 7 Register complaints and remedial actions	
1	The client shall safeguard that all complaints received from: 1. Anyone at any stage of the project (production- and processing units), 2. Customers and/or 3. Other third parties are centrally registered. The client shall keep records of all received complaints concerning the certified production method or products and of all remedial actions that are taken to respond to the individual complaints. Clients must have on location and available on request a clearly identifiable document for customers complaints. There are documents of the actions taken with respect to such complaints and any deficiencies found in products or services. The complaints procedure must ensure that complaints are adequately recorded, studied and followed up, including a record of actions taken with respect to complaints and any deficiencies found in products or services.

Article 8 Responsibility and Liability	
1	The client is responsible for all production and processing units, products and activities that are mentioned in the client contract to comply with the applicable standards.
2	The client shall, with regard to the inspection and certification activities of CUICIPL, be responsible for persons who work in or for his business.

1.4 Inspection report

Article 9 Inspection report	
1	During the inspection, the inspector shall record his findings on standardized inspection forms. These forms have to be signed by the client or the official representative of the client during the inspection visit to acknowledge the inspector's findings. If the official representative signs, his/her signature is only valid if this person is officially registered as authorized to sign within the company.
2	The inspector shall provide the certifier with all inspection forms with his findings as to the conformity with all the certification requirements.
3	The findings in the inspection forms shall be evaluated and signed by the certifier.
4	After an inspection has taken place CUICIPL shall send a summary of the

	evaluation to the client without undue delay, moreover conforming to any program specific requirements. The client has the right to react on the content of the report within a fixed (program specific) timeframe after sending by CUICIPL (date of postmark). If necessary, the client can ask CUICIPL for an extended period to react.
5	CUICIPL has the right to charge a fee for providing copies of the reports, as well as carry out other services if this is permitted by the client concerned.

1.5 Certification

Article 10 Certification	
1	Based on the certification decision, CUICIPL will issue, update or withdraw the Scope Certificate.
2	CUICIPL has the right to publish the list of its suspended clients.

1.6 Certificates

Article 11 Scope Certificate	
1	The scope certificate is only valid if signed by the Managing Director of CUICIPL or a person who has been authorized for it by the managing director.
2	CUICIPL shall renew the scope certificate within the timeframe indicated in the applicable standards as long as the circumstances are not in conflict with the applicable regulations, the client contract is continued, and financial liabilities are fulfilled.
3	The client shall keep the valid certificate issued in his records.
4	CUICIPL has the right to request clients to return any certificates (e.g. scope certificates, import/transaction certificates), as these are legally owned by CUICIPL.
5	CUICIPL shall keep a copy of the scope certificate for authenticity in its records.
6	The scope certificate shall contain an indication of: <ul style="list-style-type: none"> - the name and address of the client; - the client number; - the certified products and related units; - the applicable certification program; - the standards, regulation or other normative documents to which each product, production unit, or processing unit is certified; - the effective date of certification and / or place and date of issue of the certificate; - a hologram; - any program specific indications applicable.

Article 12 Invalidity and duplicates of certificates	
1	The client is obliged to inform CUICIPL as soon as possible if any changes occur which interfere or might interfere with the requirements as mentioned in the concerned regulations or which indicate a change in the scope of the certificate. If these changes are not reported to CUICIPL, the scope certificate loses its validity.
2	From the moment of termination of the client contract, the scope certificate issued becomes invalid.
3	In the event of the certificate being lost by the client, the rights to be derived from the certificate shall cease to exist. In those cases, CUICIPL shall only issue a new copy of the certificate if the client concerned provides CUICIPL with a written declaration in which the client obliges himself to return the original certificate when it is found.
4	In the event of invalidity of a certificate, CUICIPL has the right to notify buyers concerned, inspection bodies concerned, competent authorities and other third

	parties concerned.
5	CUICIPL has the right to confirm validity of certificates that are issued by CUICIPL on request of third parties, without prior permission of the client.

Article 13 Accreditation

1	CUICIPL obliges itself to be accredited or recognized by: - International Organic Accreditation Services (IOAS) for Global Organic Textile standards (GOTS) and TE standards (OCS).
2	CUICIPL shall give a copy of the accreditation certificates on request to the client.
3	CUICIPL has the right to grant the accreditation bodies insight into all records containing client information.

1.7 Use of indications and symbols

Article 14 Use of indications and symbols

1	From the moment CUICIPL has issued the scope certificate, the client has the right to use indications, statements and symbols as referred to on the scope certificate on products or with regard to processing activities as mentioned on the scope certificate.
2	The use of indications that refer to the certified production method or to CUICIPL is only allowed after the concerned scope certificate has been issued.
3	Labels and logos shall be evaluated during the inspection.
4	Use of labels and logos must be according to the program specific requirements.
5	Certified clients are entitled to use the CUICIPL logo according the requirements described in Annex 2.

1.8 Appeals/Complaints

Article 15 Appeals/Complaints

	<ul style="list-style-type: none"> • For Appeals against certification decisions: See valid Terms of Contract art. 13.1. • If you wish to submit a complaint to CU Inspections & Certifications India Pvt. Ltd, please use the form in Annex 1 • We kindly request you to specify your complaint as much as possible (“who, what, where, when”) and provide any necessary documentation if applicable. • You can send this form with any attachments to our certification branch offices or to our office in Navi Mumbai, India (cuc@controlunion.in, fax: +91-22-61294217). • An appropriate member of staff (certifier / manager) will confirm receipt of your complaint, with a timeframe of handling the complaint, within two weeks if no improvement can be made before that time. • The quality manager, program manager or certifier will inform the complainant of the results in writing or verbally, depending on the size and nature of the complaint. • Incomplete complaints cannot be processed.
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1.9 Final provisions

Article 16 Documents and publication

1	All documentation, regulations and communication shall take place in English, unless otherwise agreed or otherwise mentioned in an individual document.
2	CUICIPL shall have all normative documents as mentioned in this Regulation available at its web-site and (in hard-copy) at the CUICIPL head office.
3	CUICIPL is entitled to modify the CUICIPL documents and regulations and shall

	publish them as amendments for existing clients.
4	In the event that changes are made to documents or regulations, CUICIPL shall inform the client concerned in writing about the changes and about the day they come into effect.
5	The client is unconditionally bound to the changed documents and regulations from the day they come into effect.
6	CUICIPL has the right to publish a list with clients' names and addresses, type of production/processing activities and products.

Article 17 Cases not covered by this Regulation

1	The Managing Director of CUICIPL shall decide in all cases not covered by this Regulation or by any other applicable regulations or agreements.
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1.10 Policy on taking over projects from other certification bodies

Article 18 Taking over projects from other certification bodies

1	<p>This article describes the general policy of CUICIPL in case a project which was already inspected and/or certified by another certification body applies at CUICIPL.</p> <p>On the CUICIPL application form the operator needs to indicate that his project was already inspected earlier and/or certified by another certification body.</p> <p>If such information is indicated on the application form, the CUICIPL certifier and/or program manager contacts the previous certification body in writing:</p> <ul style="list-style-type: none"> - informing that CUICIPL will evaluate the farmers/units; - asking for the last issued Certificates, reports, non-conformities, farmers lists and any other relevant information. <p>CUICIPL will evaluate the received information with special attention to any open non-conformity.</p> <p>All open conditions or non-conformities given by the previous certification body shall be evaluated and closed before CUICIPL can make a positive certification decision.</p> <p>Regardless of the information received, Control Union will always carry out its own full physical audit against the applicable standard. The information received from the preceding certification body will never replace CUICIPL's own full evaluation of the project.</p> <p>The CUICIPL certifier will decide on the status of the project based on the findings of the CUICIPL auditor and according to the CUICIPL procedures.</p> <p>The certifier will never deviate from the CUICIPL procedures or change the type or the possible deadline of any non-conformity with the aim to bring his decision in line with the previous certification body's decision.</p>
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ANNEX 1 Complaint Form

- If you wish to submit a complaint to CU Inspections & Certifications India Pvt. Ltd, please use this form.
- An appeal can only be made against a certification decision of CUICIPL as per procedures described in the terms of contract point 13. For that purpose this form can also be used.
- We kindly request you to specify your complaint as much as possible (“who, what, where, when”) and provide any necessary documentation if applicable.
- You can send this form with any attachments to our local certification branch offices or to our office in Navi Mumbai, India (cuc@controlunion.in, textile@controlunion.in fax: +91-22-61294217)
- An appropriate member of staff (Certifier / Manager) will confirm receipt of your complaint, with a timeframe of handling the complaint, within two weeks if no improvement can be made before that time.
- We will inform you of the results in writing or verbally, depending on the size and nature of the complaint.
- In case this solution is unsatisfactory the dispute protocol as described in article 14 of the Terms of Contract comes in force.
- Incomplete complaints cannot be processed.

Attachments may be used

Date	
Your company name	
Your personal name	
Your address	
Telephone	
Fax	
e-mail	
Complaint PLEASE SPECIFY YOUR COMPLAINT AS MUCH AS POSSIBLE (“WHO, WHAT, WHERE, WHEN”) AND PROVIDE ANY NECESSARY DOCUMENTATION IF APPLICABLE.	

Underneath an abstract is given on the procedure for handling complaints as specified in the Quality Manual of CU Inspections & Certifications India Pvt Ltd.

Abstract of the procedure to handle complaints:

a Scope

Handling of appeals, complaints and improvements

b Aim

Efficient registration, handling and evaluation of complaints and to prevent repetition of mistakes and if possible to satisfy the complainant. Implementation and follow-up of measures to improve the quality of the work and the organization (improvements).

c Responsibilities

Managing Director (MDC): (assistance with) Handling of complaints, selection and implementation of improvements, evaluation with complainant;

Managing Director (MD): Handling of complaints, evaluation with complainant;

Technical Manager (TM): Assistance with handling of complaints, implementation of improvements;

Quality Manager (QM): Registration, investigation, handling and follow-up of complaints. Registration, selection, implementation and follow-up of improvements. Filing of Improvement Form;

Program Manager: Registration, investigation, handling and follow-up of complaints. Registration, selection, implementation and follow-up of improvements. Filing of Improvement Form;

Certifier: Registration, investigation, handling and follow-up of complaints. Registration, selection, implementation and follow-up of improvements. Filing of Improvement Form;

(Senior) Inspector: Assistance with handling of complaints, implementation of improvements.

Complaints

- 1.1 Complaints can be received from clients, relations or employees in writing (e.g. by means of the form available on the website) or verbally;
For certain programmes a separate procedure is applicable. This is maintained in the applicable program manual.(e.g. FSC: FSC dispute resolution protocol);
- 1.2 The decision on acceptance of a complaint lies with the MD, in agreement with the QM, certifier or PM, depending on the nature of the complaint. The person who takes this decision must be independent in relation to the complaint;
- 1.3 After acceptance, the complaint handling is assigned by the MD, or QM;
- 1.4 Complaints in relation to methods are assigned to the PM, TM or QM;
- 1.5 Complaints in relation to employee's behaviour, and/or work execution are assigned to the MD;
- 1.6 Informal complaints are handled in work meetings
- 1.7 The QM is informed about the complaint, and decides if it is necessary to consult the Managing Director (MD);
- 1.8 The MD may decide to handle serious complaints;
- 1.9 The MD may decide to consult the advisory council in specific cases;
- 1.10 The assigned complaint handler sends a written confirmation of the complaint, with a timeframe for handling the complaint, within two weeks if no improvement can be made before that time;
- 1.11 The assigned complaint handler handles the complaint within the timeframe as communicated with the complainant;
- 1.12 The assigned complaint handler informs the complainant of the results, and registers this communication

ANNEX 2 Conditions for publication and use of the Certification Logo

Introduction:

This document describes the conditions concerning publication and use of certification logos by customers of CU Inspections & Certifications India Pvt Ltd. (the Certificate-holder) with a valid Certificate.

Articles:

1. The Certificate-holder can only publish those certification-logos that are concerning the valid issued Certificate, and does not make or permit any misleading statement regarding its certification, nor imply that the certification applies to activities that are outside the scope of certification.
2. The Certificate-holder can use the CUICIPL certification logo, to be requested at the local office (for a specimen see below)
3. The certification logos can be used in full colour, as well as in black and white.
4. The Certificate-holder can use the certification logos on letterheads, brochures and other promotion material. It is not allowed to use the logo on products, packaging, samples or any other declarations concerning a product.
5. It is allowed to reproduce the logo in any other size
6. The certification logo may never be bigger than the size of the company logo on the same document.
7. The logo needs to be reproduced completely (in one piece) always.
8. It is not allowed to use the accreditation logo only.
9. The color-codes for the logo are the following:

Grey:	PMS	5497
Blue:	PMS	2985
Black:	Process	black
10. It is in no case allowed to use the logo on the product itself, or to suggest that the product is certified itself for clients that do not have a valid ProductCertificate.
11. When the Certificate-holder does not respect these conditions for use of certification logos, the Certificate-holder will stop immediately, without delay, the use against which CUICIPL has objected.
12. Besides the actions mentioned in article 11, CUICIPL can take the following measurements:
 - suspension or withdrawal of the Certificate.
 - publication of the non-compliance
 - juridical proceduresThe action taken is depending on the severity of the non-compliance, the results of the non-compliance, and if the non-compliance was made intentionally.
13. Irrespective of the measures taken as per article 11, the decision of CU Inspections & Certifications India Pvt Ltd. will in all cases be decisive.

14. In case the validity of the Certificate is ended, for whatever reason, the Certificate-holder has to stop immediately with the use and/or distribution of promotion material on which the certification logo is printed.
15. It is not permitted to apply the logo to laboratory tests, calibration or inspection reports, as such reports are deemed to be products in this context.

Logo examples :

